

Reference to Policy No. 5.070 – Multi-Year Services Contract Cost of Living Adjustments

04-01-97.22.1 73 33.

Revised Recommendation: Find that contract meets all of the requirements of the Proposition A contracting process; approve and instruct the Chairman to sign agreement with Burns International Security Services, Inc., at an annual cost of \$4,968,601, effective April 16, 1997 through March 31, 1998, with a cost-of-living adjustment based on the percentage wage increase given to County Sheriff's Security Assistant, or the change in the Consumer Price Index for Urban Areas for any given year, whichever is less, and both capped at 3% per year, effective April 16, 1997 through March 31, 2001, for provision of unarmed security services at LAC+USC Medical Center, various comprehensive, public and community health centers and two office buildings (All Districts), effective April 16, 1997 through March 31, 2001; also approve and instruct the Director to sign amendment to agreement with Inter-Con Security Systems, Inc. to extend the term of existing agreement through April 15, 1997. APPROVED AGREEMENT NO. 70635 Documents on file in Executive Office.

April 1, 1997

Synopsis 73



MINUTES OF THE BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES, STATE OF CALIFORNIA

Joanne Sturges, Executive Officer
Clerk of the Board of Supervisors
383 Kenneth Hahn Hall of Administration
Los Angeles, California 90012

73

Derek Kitlinski, addressed the Board.

After discussion, on motion of Supervisor Antonovich, seconded by Supervisor Burke, unanimously carried, the attached recommendations were adopted.

Attachment

2805

Reference to Policy No. 5.070 – Multi-Year Services Contract Cost of Living Adjustments

04-01-97.22.1 73 33.

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Los Angeles, California 90012

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Derek Kitlinski, addressed the Board.

After discussion, on motion of Supervisor Antonovich, seconded by Supervisor Burke, unanimously carried, the attached recommendations were adopted.

Attachment

2805



REVISED

BOARD OF SUPERVISORS

MARK FINUCANE, Director

COUNTY OF LOS ANGELES
DEPARTMENT OF HEALTH SERVICES
313 N. Figueroa, Los Angeles, CA 90012
(213) 240-8101

Gloria Molina
First District

Yvonne Brathwaite Burke
Second District

Zev Yaroslavsky
Third District

Don Knabe
Fourth District

Michael D. Antonovich
Fifth District

February 27, 1997

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

Dear Supervisors:

SECURITY SERVICES AGREEMENT AND AGREEMENT AMENDMENT (All Districts)
(3 Votes)

IT IS RECOMMENDED THAT YOUR BOARD:

1. Make a finding that the attached agreement for unarmed security services meets all of the requirements of the Proposition A contracting process, as set forth in Attachment F.
2. Approve and instruct the Chairman to sign the attached agreement (Exhibit I) with Burns International Security Services, Inc. for the provision of unarmed security services at LAC+USC Medical Center, various comprehensive, public, and community health centers, and two office buildings, at a cost of \$4,968,601 per year, for the period of April 16, 1997 through March 31, 1998 period. Any Cost-of-Living Adjustment will be based on the percentage wage increase given to County Sheriff's Security Assistants or the change in the Consumer Price Index for Urban Areas for any given year, whichever is less and both capped at 3% per year. The term of the agreement is April 16, 1997 through March 31, 2001.
3. Approve and instruct the Director of Health Services to prepare and sign an extension amendment to Agreement No. H-202878 with Inter-Con Security Systems, Inc., for the period April 1, 1997 through April 15, 1997.

PURPOSE OF THE RECOMMENDED ACTION:

The Department of Health Services (DHS) conducted an Invitation for Bids (IFB) solicitation process, under Proposition A guidelines, for the provision of security services at multiple sites (see Exhibit I) under a single new agreement. The IFB process resulted in the selection of Burns International Security Services, Inc. (Burns) as the lowest qualified bidder.

Board approval will allow Burns to provide unarmed contract security services at the specified facilities.

JUSTIFICATION:

The new agreement provides for necessary unarmed security services, including foot patrols, monitoring of electronic surveillance equipment, safeguarding employees and visitors, and removing trespassers, at various DHS health facilities and two office buildings.

FISCAL IMPACT:

	<u>Burns*/**</u>	<u>County Avoidable Costs</u>	<u>Estimated Savings</u>	<u>Percentage Savings</u>
One-Year Cost	\$ 4,968,601	\$ 6,710,285	\$1,741,684	25.96%
Four-Year Costs	\$19,874,404	\$26,841,140	\$6,966,736	25.96%

* Contract costs are based on all-inclusive fixed rate per hour times the number of guards.

** Any Cost-of-Living Adjustment (COLA) will be based on the percentage wage increase given to County Sheriff's Security Assistants or the change in the Consumer Price Indexes for All Urban Consumers in Los Angeles-Anaheim-Riverside, whichever is less and both capped at 3% per year.

Contract costs will be based on the work actually performed by the contractor. Estimated first-year costs are \$4,968,601 and estimated savings are \$1,741,684 or 25.96%. Estimated contract costs over the four-year term are \$19,874,404. When compared to the estimated County costs over the same period, projected savings are \$6,966,736, or 25.96%.

Because actual workload may differ from the projections, and contract costs will vary depending on workload, actual savings may be more or less than projected.

FINANCING:

Funds are included in the Fiscal Year 1996-97 DHS budget and will be requested as a continuing appropriation in subsequent fiscal years.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS:

Since October 1993, DHS has utilized unarmed contract security guards to supplement the Safety Police staff at the LAC+USC Medical Center (Medical Center). The initial agreement was a sole source, non-Proposition A agreement, entered into in response to a serious security emergency at the Medical Center. Since January 1996, the services were expanded to include contract security guards at various DHS public, community and comprehensive health centers, and two office buildings.

In November 1996, DHS released an IFB to solicit the services under Proposition A guidelines. Part of that process included consulting with the County Auditor-Controller (A-C) to develop hypothetical staffing and other County costs to determine County cost savings. The County costs referenced above reflect the amount that it would cost if the County were to perform the security services using County personnel. The costs have been validated by the A-C. Because all prior staffing used to perform these services has been supplemental, no County employees will be impacted by the new agreement.

The contractor will utilize 176 guards to provide a total of approximately 8,744 hours of security services weekly at the 34 sites named in Exhibit I. Two sites which were included in the IFB have been deleted from the agreement for the following reasons: the Central Health Center is covered under another agreement

approved by your Board on December 23, 1996; and the Paramount Health Center is now operating under a partnership agreement.

The contractor will provide basic health coverage to its employees who perform services under the agreement.

On March 18, 1997, the Board continued the Director's recommendation to approve the agreement with Burns for two weeks and instructed the Department to renegotiate the elimination of the cost of living adjustment in the proposed agreement with Burns. In the same action, the Board authorized an extension of the existing agreement for security services with Inter-Con Security Systems, Inc., to ensure the continuation of these essential services at County health facilities.

The term of the new agreement is April 16, 1997 through March 31, 2001. The new agreement contains provisions for termination with a 60-day written notice.

Attachments A through F provide additional information.

County Counsel has approved the agreement (Exhibit I) as to form.

CONTRACTING PROCESS:

On November 5, 1996, DHS released an IFB for the provision of unarmed contract security services at the Medical Center and 33 additional sites named in Exhibit I.

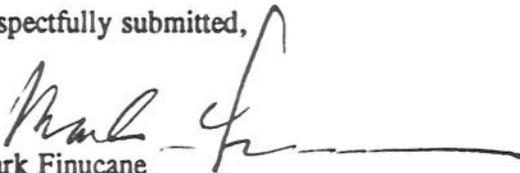
As a result of the IFB, Burns was determined to be the lowest qualified bidder. Burns has successfully provided contract security services to DHS and to the Internal Services Department over the last several years. DHS recommends the award of an agreement to Burns.

IMPACT ON CURRENT SERVICES (OR PROJECTS):

The IFB was a Proposition A solicitation. There is no employee impact since the staff provided is supplemental to existing staff, and there is no impact on current services or projects.

When approved, this Department requires three signed copies of the Board's action.

Respectfully submitted,


Mark Finucane
Director of Health Services

MF:bhw

Attachments

c: Chief Administrative Officer
County Counsel
Executive Officer, Board of Supervisors
Auditor-Controller

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FEB 27 1997

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SUMMARY OF AGREEMENT1. Type of Service:

Security Services

2. Agency Address and Contact Person:

Burns International Security Services, Inc.
 3333 Wilshire Boulevard, Suite 604
 Los Angeles, California 90010
 Attention: John Phillips, General Manager
 Telephone: (310) 289-6777

3. Term:

The term of the agreement is April 16, 1997 through March 31, 2001.

4. Financial Information:

Estimated one-year fiscal impact is \$4,968,601.
 Estimated four-year fiscal impact is \$19,874,404.

Any Cost-of-Living Adjustment (COLA) will be based on the percentage wage increase given to Ounty Sheriff's Security Assistants or the change in the Consumer Price Indexes for All Urban Consumers (CPI-U) in Los Angeles-Anaheim-Riverside, for any given year, whichever is less and both capped at 3% per year.

5. Geographic Area to be Served:

Countywide

6. Reason for Agreement:

To provide unarmed contract security services at LAC+USC Medical Center (including its psychiatric ward at Engleside Hospital), H. Claude Hudson, and Hubert H. Humphrey Comprehensive Health Centers, Glendale, Hollywood-Wilshire, Monrovia, Pacoima, Pomona, South, Curtis R. Tucker, Whittier, Wilmington, Burbank, North Hollywood, Tujunga, San Fernando, Compton, Dollarhide, Florence-Firestone, Imperial Heights, Lawndale, San Antonio, Bellflower, Harbor, Hawaiian Gardens, Norwalk, Torrance, Alhambra, Azusa, La Puente, Pico Rivera, and Ruth Temple Health Centers, Ferguson Office Building and California Children Services.

7. Approvals:

Personal Health Services:

Douglas D. Bagley, Network Executive North/East
NetworkArmando Lopez, Jr., Network Executive, South/West
Network

Public Health Programs and Services:

John F. Schunhoff, Acting Director

Contracts and Grants Division:

John H. Ricks, Acting Chief

County Counsel (Approval as to form):

Daniel D. Mikesell, Jr., Principal Deputy County
Counsel

LAC+USC MEDICAL CENTER
AND
VARIOUS COMPREHENSIVE, PUBLIC, AND COMMUNITY HEALTH CENTERS,
AND OFFICE BUILDINGS

SECURITY SERVICES
COST SAVINGS ANALYSIS

	<u>Burns*</u>	<u>County Avoidable Costs</u>	<u>Estimated Savings</u>	<u>Percentage Savings</u>
Year 1	\$ 4,968,601	\$ 6,710,285	\$1,741,684	25.96%
Year 2	\$ 4,968,601	\$ 6,710,285	\$1,741,684	25.96%
Year 3	\$ 4,968,601	\$ 6,710,285	\$1,741,684	25.96%
Year 4	<u>\$ 4,968,601</u>	<u>\$ 6,710,285</u>	<u>\$1,741,684</u>	25.96%
Totals	\$19,874,404	\$26,841,140	\$6,966,736	25.96%

Cost Savings Percentage

- * Contract costs are based on Contractor's all-inclusive fixed rates per hour times the number of guards.

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PROPOSITION A CONTRACTING

COMPARISON OF ESTIMATED AVOIDABLE COSTS TO THE COST OF CONTRACTING

	<u>COUNTY</u>	COST INCREASE (DECREASE) FROM CONTRACTING
<u>DIRECT</u>		
SALARIES	\$4,797,649	
EMPLOYEE BENEFITS		
TOTAL PERSONNEL COSTS	\$1,487,271	
SERVICES AND SUPPLIES	\$ 412,865	
OTHER (EQUIPMENT)	\$ 12,500	
TOTAL DIRECT	\$6,710,285	
<u>INDIRECT (1)</u>		
TOTAL OVERHEAD		
AVOIDABLE OVERHEAD	<u>-0-</u>	<u>-0-</u>
TOTAL AVOIDABLE COSTS	<u>\$6,710,285</u>	<u>\$6,710,285</u>
<u>CONTRACT</u>		
<u>DIRECT</u>		
CONTRACT COSTS	\$4,968,601	
OTHER (SPECIFY)	<u>-0-</u>	
TOTAL DIRECT		<u>\$4,968,601</u>
<u>INDIRECT</u>		
EMPLOYEE RETRAINING		<u>-0-</u>
CONTRACT MONITORING		<u>-0-</u>
OTHER (SPECIFY)	<u>-0-</u>	
TOTAL DIRECT		<u>\$ -0-</u>
TOTAL CONTRACT COST	<u>\$4,968,601</u>	<u>\$4,968,601</u>
ESTIMATED SAVINGS FROM CONTRACTING		<u>\$1,741,684</u>

(1) INDIRECT OVERHEAD DOES NOT APPLY TO RE-SOLICITATIONS.

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CONTRACTOR EMPLOYEE WAGES & BENEFITS

COMPARISON OF WAGES

<u>Position</u>	<u>County</u>	<u>Contractor</u>
	N/A	N/A

CONTRACTOR EMPLOYEE BENEFITS

<u>Benefit</u>	<u>Contractor</u>
Health Plan	Yes
Retirement Plan	No
Dental Plan	Yes
Holidays	Yes
Sick Leave	Yes (unpaid)
Vacation	Yes
Life Insurance	Yes
Bereavement Leave	Yes

Contractor Health Plan Information

<u>Employee Only Premium</u>	Yes
<u>Family Coverage Available</u>	Yes
<u>Benefits/Coverage Provided</u>	Yes

- The contractor offers health plans from:
- Generally, co-insurance equals 80% of total cost of hospitalization.
- Generally, co-payment of 20% by employee is required for each clinic visit.
- The fee for emergency services for life threatening situations is 20% per visit. No charge if injury is workers compensation related.

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Reference to Policy No. 5.070 – Multi-Year Services Contract Cost of Living Adjustments

04-01-97.22.1 73 33.

Revised Recommendation: Find that contract meets all of the requirements of the Proposition A contracting process; approve and instruct the Chairman to sign agreement with Burns International Security Services, Inc., at an annual cost of \$4,968,601, effective April 16, 1997 through March 31, 1998, with a cost-of-living adjustment based on the percentage wage increase given to County Sheriff's Security Assistant, or the change in the Consumer Price Index for Urban Areas for any given year, whichever is less, and both capped at 3% per year, effective April 16, 1997 through March 31, 2001, for provision of unarmed security services at LAC+USC Medical Center, various comprehensive, public and community health centers and two office buildings (All Districts), effective April 16, 1997 through March 31, 2001; also approve and instruct the Director to sign amendment to agreement with Inter-Con Security Systems, Inc. to extend the term of existing agreement through April 15, 1997. APPROVED AGREEMENT NO. 70635 Documents on file in Executive Office.

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Derek Kitlinski, addressed the Board.

After discussion, on motion of Supervisor Antonovich, seconded by Supervisor Burke, unanimously carried, the attached recommendations were adopted.

Attachment

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REVISED

BOARD OF SUPERVISORS

Gloria Molina
First District

Yvonne Brathwaite Burke
Second District

Zev Yaroslavsky
Third District

Don Knabe
Fourth District

Michael D. Antonovich
Fifth District

MARK FINUCANE, Director

COUNTY OF LOS ANGELES
DEPARTMENT OF HEALTH SERVICES
313 N. Figueroa, Los Angeles, CA 90012
(213) 240-8101

February 27, 1997

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

Dear Supervisors:

SECURITY SERVICES AGREEMENT AND AGREEMENT AMENDMENT (All Districts)
(3 Votes)

IT IS RECOMMENDED THAT YOUR BOARD:

1. Make a finding that the attached agreement for unarmed security services meets all of the requirements of the Proposition A contracting process, as set forth in Attachment F.
2. Approve and instruct the Chairman to sign the attached agreement (Exhibit I) with Burns International Security Services, Inc. for the provision of unarmed security services at LAC+USC Medical Center, various comprehensive, public, and community health centers, and two office buildings, at a cost of \$4,968,601 per year, for the period of April 16, 1997 through March 31, 1998 period. Any Cost-of-Living Adjustment will be based on the percentage wage increase given to County Sheriff's Security Assistants or the change in the Consumer Price Index for Urban Areas for any given year, whichever is less and both capped at 3% per year. The term of the agreement is April 16, 1997 through March 31, 2001.
3. Approve and instruct the Director of Health Services to prepare and sign an extension amendment to Agreement No. H-202878 with Inter-Con Security Systems, Inc., for the period April 1, 1997 through April 15, 1997.

PURPOSE OF THE RECOMMENDED ACTION:

The Department of Health Services (DHS) conducted an Invitation for Bids (IFB) solicitation process, under Proposition A guidelines, for the provision of security services at multiple sites (see Exhibit I) under a single new agreement. The IFB process resulted in the selection of Burns International Security Services, Inc. (Burns) as the lowest qualified bidder.

Board approval will allow Burns to provide unarmed contract security services at the specified facilities.

JUSTIFICATION:

The new agreement provides for necessary unarmed security services, including foot patrols, monitoring of electronic surveillance equipment, safeguarding employees and visitors, and removing trespassers, at various DHS health facilities and two office buildings.

FISCAL IMPACT:

	<u>Burns*/**</u>	<u>County Avoidable Costs</u>	<u>Estimated Savings</u>	<u>Percentage Savings</u>
One-Year Cost	\$ 4,968,601	\$ 6,710,285	\$1,741,684	25.96%
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Because actual workload may differ from the projections, and contract costs will vary depending on workload, actual savings may be more or less than projected.

FINANCING:

Funds are included in the Fiscal Year 1996-97 DHS budget and will be requested as a continuing appropriation in subsequent fiscal years.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS:

Since October 1993, DHS has utilized unarmed contract security guards to supplement the Safety Police staff at the LAC+USC Medical Center (Medical Center). The initial agreement was a sole source, non-Proposition A agreement, entered into in response to a serious security emergency at the Medical Center. Since January 1996, the services were expanded to include contract security guards at various DHS public, community and comprehensive health centers, and two office buildings.

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The contractor will utilize 176 guards to provide a total of approximately 8,744 hours of security services weekly at the 34 sites named in Exhibit I. Two sites which were included in the IFB have been deleted from the agreement for the following reasons: the Central Health Center is covered under another agreement

approved by your Board on December 23, 1996; and the Paramount Health Center is now operating under a partnership agreement.

The contractor will provide basic health coverage to its employees who perform services under the agreement.

On March 18, 1997, the Board continued the Director's recommendation to approve the agreement with Burns for two weeks and instructed the Department to renegotiate the elimination of the cost of living adjustment in the proposed agreement with Burns. In the same action, the Board authorized an extension of the existing agreement for security services with Inter-Con Security Systems, Inc., to ensure the continuation of these essential services at County health facilities.

The term of the new agreement is April 16, 1997 through March 31, 2001. The new agreement contains provisions for termination with a 60-day written notice.

Attachments A through F provide additional information.

County Counsel has approved the agreement (Exhibit I) as to form.

CONTRACTING PROCESS:

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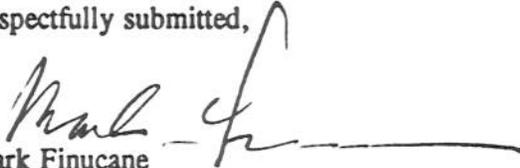
As a result of the IFB, Burns was determined to be the lowest qualified bidder. Burns has successfully provided contract security services to DHS and to the Internal Services Department over the last several years. DHS recommends the award of an agreement to Burns.

IMPACT ON CURRENT SERVICES (OR PROJECTS):

The IFB was a Proposition A solicitation. There is no employee impact since the staff provided is supplemental to existing staff, and there is no impact on current services or projects.

When approved, this Department requires three signed copies of the Board's action.

Respectfully submitted,


Mark Finucane
Director of Health Services

MF:bhw

Attachments

c: Chief Administrative Officer
County Counsel
Executive Officer, Board of Supervisors
Auditor-Controller

SUMMARY OF AGREEMENT1. Type of Service:

Security Services

2. Agency Address and Contact Person:

Burns International Security Services, Inc.
 3333 Wilshire Boulevard, Suite 604
 Los Angeles, California 90010
 Attention: John Phillips, General Manager
 Telephone: (310) 289-6777

3. Term:

The term of the agreement is April 16, 1997 through March 31, 2001.

4. Financial Information:

Estimated one-year fiscal impact is \$4,968,601.
 Estimated four-year fiscal impact is \$19,874,404.

Any Cost-of-Living Adjustment (COLA) will be based on the percentage wage increase given to County Sheriff's Security Assistants or the change in the Consumer Price Indexes for All Urban Consumers (CPI-U) in Los Angeles-Anaheim-Riverside, for any given year, whichever is less and both capped at 3% per year.

5. Geographic Area to be Served:

Countywide

6. Reason for Agreement:

To provide unarmed contract security services at LAC+USC Medical Center (including its psychiatric ward at Engleside Hospital), H. Claude Hudson, and Hubert H. Humphrey Comprehensive Health Centers, Glendale, Hollywood-Wilshire, Monrovia, Pacoima, Pomona, South, Curtis R. Tucker, Whittier, Wilmington, Burbank, North Hollywood, Tujunga, San Fernando, Compton, Dollardhide, Florence-Firestone, Imperial Heights, Lawndale, San Antonio, Bellflower, Harbor, Hawaiian Gardens, Norwalk, Torrance, Alhambra, Azusa, La Puente, Pico Rivera, and Ruth Temple Health Centers, Ferguson Office Building and California Children Services.

7. Approvals:

Personal Health Services:

Douglas D. Bagley, Network Executive North/East
 Network

Armando Lopez, Jr., Network Executive, South/West
 Network

Public Health Programs and Services:

John F. Schunhoff, Acting Director

Contracts and Grants Division:

John H. Ricks, Acting Chief

County Counsel (Approval as to form):

Daniel D. Mikesell, Jr., Principal Deputy County
 Counsel

LAC+USC MEDICAL CENTER
AND
VARIOUS COMPREHENSIVE, PUBLIC, AND COMMUNITY HEALTH CENTERS,
AND OFFICE BUILDINGS

SECURITY SERVICES
COST SAVINGS ANALYSIS

	<u>Burns*</u>	<u>County Avoidable Costs</u>	<u>Estimated Savings</u>	<u>Percentage Savings</u>
Year 1	\$ 4,968,601	\$ 6,710,285	\$1,741,684	25.96%
Year 2	\$ 4,968,601	\$ 6,710,285	\$1,741,684	25.96%
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Year 4	<u>\$ 4,968,601</u>	<u>\$ 6,710,285</u>	<u>\$1,741,684</u>	25.96%
Totals	\$19,874,404	\$26,841,140	\$6,966,736	25.96%

Cost Savings Percentage

- * Contract costs are based on Contractor's all-inclusive fixed rates per hour times the number of guards.

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PROPOSITION A CONTRACTING

COMPARISON OF ESTIMATED AVOIDABLE COSTS TO THE COST OF CONTRACTING

	<u>COUNTY</u>	
<u>DIRECT</u>		
SALARIES	\$4,797,649	
EMPLOYEE BENEFITS		
TOTAL PERSONNEL COSTS	\$1,487,271	
SERVICES AND SUPPLIES	\$ 412,865	
OTHER (EQUIPMENT)	\$ 12,500	
TOTAL DIRECT	\$6,710,285	
<u>INDIRECT (1)</u>		
TOTAL OVERHEAD		
AVOIDABLE OVERHEAD	<u>-0-</u>	<u>-0-</u>
TOTAL AVOIDABLE COSTS	<u>\$6,710,285</u>	<u>\$6,710,285</u>
	<u>CONTRACT</u>	
<u>DIRECT</u>		
CONTRACT COSTS	\$4,968,601	
OTHER (SPECIFY)	<u>-0-</u>	
TOTAL DIRECT		<u>\$4,968,601</u>
<u>INDIRECT</u>		
EMPLOYEE RETRAINING		<u>-0-</u>
CONTRACT MONITORING		<u>-0-</u>
OTHER (SPECIFY)	<u>-0-</u>	
TOTAL DIRECT		<u>\$ -0-</u>
TOTAL CONTRACT COST	<u>\$4,968,601</u>	<u>\$4,968,601</u>
ESTIMATED SAVINGS FROM CONTRACTING		<u>\$1,741,684</u>

(1) INDIRECT OVERHEAD DOES NOT APPLY TO RE-SOLICITATIONS.

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CONTRACTOR EMPLOYEE WAGES & BENEFITS

COMPARISON OF WAGES

<u>Position</u>	<u>County</u>	<u>Contractor</u>
	N/A	N/A

CONTRACTOR EMPLOYEE BENEFITS

<u>Benefit</u>	<u>Contractor</u>
Health Plan	Yes
Retirement Plan	No
Dental Plan	Yes
Holidays	Yes
Sick Leave	Yes (unpaid)
Vacation	Yes
Life Insurance	Yes
Bereavement Leave	Yes

Contractor Health Plan Information

<u>Employee Only Premium</u>	Yes
<u>Family Coverage Available</u>	Yes
<u>Benefits/Coverage Provided</u>	Yes

- The contractor offers health plans from:
- Generally, co-insurance equals 80% of total cost of hospitalization.
- Generally, co-payment of 20% by employee is required for each clinic visit.
- The fee for emergency services for life threatening situations is 20% per visit. No charge if injury is workers compensation related.

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FIRM/ORGANIZATION INFORMATION

ATTACHMENT E

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, 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.

TYPE OF BUSINESS STRUCTURE: Corporation

(Corporation, Partnership, Sole Proprietorship, etc.)

TOTAL NUMBER OF EMPLOYEES IN FIRM (including owners): 78,000

CULTURAL/ETHNIC COMPOSITION OF FIRM (Partner, Associate Partner, 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	*	470	25,834
Hispanic/Latin American	*	144	6,505
Asian American	*	41	2,191
American Indian/Alaskan Native	*	10	458
All Others	*	2,123	41,428
Based on the above categories, please indicate the total of men and women in the firm:			
Male	*	2,303	55,400
Female	*	483	16,729

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	All Others
Men	* %	* %	* %	* %	* %
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	<u>Does Not Apply</u>	Expiration Date	<u>Does not apply</u>
Agency	<u>"</u>	Expiration Date	<u>"</u>
Agency	<u>"</u>	Expiration Date	<u>"</u>
Agency	<u>"</u>	Expiration Date	<u>"</u>

FIRM NAME: Burns International Security Services

SIGNED: 

DATE: November 11, 1996

TITLE: Edward Merseth Jr. Vice President/General Manager

KRM/FOR/REV 9/84

* Burns International Security Services is an operational division of Borg-Warner Protective Services Corporation, Two Campus Drive, Parsippany, New Jersey 07054, which is 100 % owned by Borg-Warner Security Corporation, 200 South Michigan Avenue, Chicago, Illinois 60604. With respect to the ownership of Borg-Warner Security Corporation, we refer you to Item 12 of its Annual Report on Form 10K for calendar year 1995. 2813

CONTRACTING FOR SECURITY SERVICESCompliance with County Code Requirements

The agreement meets all of the following mandatory requirements of County Code Section 2.121.250, et seq.

- (a) The award of the contract will be cost effective;
- (b) The County's ability to respond to emergencies will not be impaired;
- (c) The award of the contract will not result in the unauthorized disclosure of confidential information;
- (d) Alternative resources are available so that the services can be obtained from another source in the event of default by the contractor;
- (e) The award of the contract will not infringe upon the proper role of the County in its relationship to its citizens;
- (f) The award of the contract will be in full compliance with all applicable Federal and State regulations;
- (g) Implementation of the contract will not result in a reduction in County services; and
- (h) The award of the contract will not violate the provisions of County Code Section 2.121.295, "Certain Contracts Prohibited".

The agreement also contains provisions recommended by the County Risk Manager to cover the County's potential tort liability. The contractor will provide evidence of the required insurance coverage prior to the commencement of services.

Participation in the contracting process by minority vendors was solicited by advertising in the Los Angeles Times, Eastern Group Publications newspapers, and Rapid Publishing, and distributing notices by mail to 201 firms listed on the Department's proposers' list and in the Affirmative Action Compliance Office's Directory of Minority and Women-Owned Business. The department also provided information to commercial associations through the Contract Managers' Network and trade conferences.

Selection for award of contract was made without regard to race, creed or color.

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blw:03/26/97

AGREEMENT
FOR
SECURITY SERVICES
AT
LAC+USC MEDICAL CENTER
AND
VARIOUS COMPREHENSIVE, COMMUNITY,
AND PUBLIC HEALTH CENTERS

bhw:03/27/97
AGREEWP6.EPM

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SYN# 73 *init* OF APR 1 1997

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wbc:02/25/97
AGREEWP6.EPM

SECURITY SERVICES AGREEMENT

THIS AGREEMENT is made and entered into this 1st day
of April, 1997,

by and between COUNTY OF LOS ANGELES (hereafter
"County"),

and BURNS INTERNATIONAL SECURITY SERVICES,
INC., (hereafter "Contractor").

WHEREAS, pursuant to California Health and Safety Code Sections 1441 and 1445, County has established and operates, through its Department of Health Services (hereafter sometimes referred to as "DHS"), a network of County hospitals, health care facilities, and offices, each of which is identified herein, and all of which are collectively referred to hereunder as "County Facilities"; and

WHEREAS, pursuant to Los Angeles County Code sections 2.150.250, et seq., County is authorized to contract with private businesses to perform personal services when it is more economical or feasible to do so; and

WHEREAS, Contractor is duly licensed and certified under the laws of the State of California to engage in the business of providing security services as described hereunder and possesses the competence, expertise, and personnel required to provide such services; and

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WHEREAS, in response to a County solicitation for bids under a competitive process, Contractor submitted its proposal to County to provide such services; and

WHEREAS, following a competitive process and contract negotiations, Contractor was selected to provide security services at County Facilities; and

WHEREAS, the terms and conditions of this Agreement embody and memorialize the understandings reached by the parties during the negotiation process; and

WHEREAS, this Agreement is authorized by California Government Code section 31000 and by County Code section 2.121.250, et seq.

NOW, THEREFORE, the parties hereto agree as follows:

1. TERM: The term of this Agreement shall commence at 12:01 a.m. April 16, 1997 and unless sooner cancelled or terminated shall continue in full force and effect until March 31, 2001.

The term of this Agreement may be extended by the Director of County's Department of Health Services and Contractor beyond the stated expiration date of March 31, 2001, for a period not to exceed six (6) months, if such extension is agreed upon in writing by Director and Contractor's authorized representative(s) no later than February 28, 2001. All provisions in effect on March 31, 2001 shall remain in effect for the extension period. Compensation for all work performed for each month after March 31, 2001 shall remain the same as the Basic Monthly Charge

paid by County to Contractor for the month of March 2001. However, there shall be no Consumer Price Index for all Urban Consumers Adjustments to the Basic Monthly Charge for any month of such extension. If Director of County's Department of Health Services and Contractor fail to mutually agree in writing to extend the Agreement term beyond the expiration date of March 31, 2001, then the Agreement shall expire on such date.

Notwithstanding any other provision of this Paragraph, the failure of Contractor or its officers, employees, or agents to comply with the terms of this Agreement or any directions by or on behalf of County issued pursuant hereto shall constitute a material breach hereof and this Agreement may be immediately terminated by County upon giving written notice to Contractor. Other termination rights of County are defined in Paragraphs 5 and 10, among others.

This Agreement may be terminated by Contractor for any reason, with or without cause, upon giving at least one hundred eighty (180) calendar days prior written notice to County.

2. DESCRIPTION OF SERVICES: Contractor shall provide security services to the Facilities as set forth in Exhibits "A" ("Statement of Work"), "B" (Performance Requirements Summary), "E" (County Furnished Furniture and Equipment), and "F" (Space Use Exhibit Terms and Conditions of Utilization of Space) all attached hereto and incorporated herein by reference.

3. ADMINISTRATION: The Director of County's Department of Health Services or his/her duly authorized designee (hereafter

5. COUNTY'S OBLIGATION FOR FUTURE FISCAL YEAR(S): Notwithstanding any other provision of this Agreement, County shall not be obligated for Contractor's performance hereunder or by any provisions of this Agreement during any of County's future July 1 -- June 30 fiscal years unless and until County's Board of Supervisors appropriates funds for this Agreement in County's Budget for each such fiscal year. In the event that funds are not appropriated for this Agreement, then this Agreement shall terminate as of June 30 of the last County fiscal year for which funds were appropriated. County shall notify Contractor in writing of such non-appropriation of funds at the earliest possible date.

6. INDEPENDENT CONTRACTOR STATUS:

A. This Agreement is by and between County and Contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between County and Contractor. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.

B. Contractor shall be solely liable and responsible for providing to, or on behalf of, its employees all legally required employee benefits. County shall have no liability or responsibility for the payment of any salaries, wages, or

other compensation benefits to any personnel provided by Contractor.

C. Contractor understands and agrees that all persons furnishing services to County pursuant to this Agreement are, for purposes of workers' compensation liability, the sole employees of Contractor and not employees of County. Contractor shall bear the sole liability and responsibility for any and all workers' compensation benefits to any person as a result of injuries arising from or connected with services performed by or on behalf of Contractor pursuant to this Agreement.

D. Acknowledgement that each of Contractor's employees understands that such person is an employee of Contractor and not an employee of County shall be signed by each employee of Contractor and shall be filed with County's Chief Administrative Office, Workers' Compensation Division, Claims Section, 2615 South Grand Avenue, Los Angeles, California 90007. The form and content of such acknowledgement shall be substantially similar to Exhibit "D" ("Employee's Acknowledgement of Employer"), attached hereto and incorporated herein by reference.

7. FAIR LABOR STANDARDS ACT: Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act and shall indemnify, defend, and hold harmless the County, 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 for services performed by Contractor's employees for which the County may be found jointly or solely liable.

8. INDEMNIFICATION: Contractor agrees to indemnify, defend, and hold harmless County and its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability and expense, including defense costs and legal fees, arising from or connected with claims and lawsuits for damages or worker's compensation benefits relating to Contractor's operations or its services hereunder, which result from bodily injury, death, personal injury, or property damage (including damage to property owned by or in the care, custody, or control of Contractor).

9. INSURANCE: Without limiting Contractor's indemnification of County and during the term of this Agreement, Contractor shall provide and maintain at its own expense the following programs of insurance. Such programs and evidence of insurance shall be satisfactory to the County's Risk Manager and shall be primary to and not contributing with any other insurance maintained by the County.

Certificates or other evidence of coverage shall be delivered to DHS Contracts and Grants Division, 313 N. Figueroa

Street, Sixth Floor-East, Los Angeles, California, 90012 prior to commencing services under this Agreement, shall specifically identify this Agreement, and shall contain the express condition that County is to be given written notice by registered mail at least thirty (30) calendar days in advance of any modification or termination of insurance.

A. Liability: General liability insurance written on a commercial general liability form or on a comprehensive general liability form covering the hazards of premises/ operations, contractual, independent contractors, products/completed operations, broad form property damage, and personal injury with a combined single limit of not less than One Million Dollar (\$1,000,000) per occurrence. Such insurance shall be endorsed naming the County of Los Angeles as an additional insured.

a. If written with an annual aggregate limit, the policy limit shall be Three Million Dollars (\$3,000,000).

b. If written on a claims made form, the Contractor shall continue to name the County as an additional insured, as provided herein, for two (2) years following the termination or cancellation of this Agreement or shall provide an extended two (2) years reporting period commencing upon termination or cancellation of this Agreement.

C. Comprehensive auto liability endorsed for all owned, non-owned, and hired vehicles with a combined single limit of not less than Three Hundred Thousand Dollars (\$300,000) per occurrence.

D. Workers' Compensation: Insurance in an amount and form to meet all applicable requirements of the Labor Code of the State of California including Employers Liability with a One Million Dollars (\$1,000,000) limit, covering all persons who provide services for the Contractor.

E. Health Care Insurance: Contractor shall provide basic health insurance for full-time employees performing work under this Agreement. Certificates or other evidence of coverage shall be delivered to County prior to commencing performance under this Agreement, shall specifically identify this Agreement, and shall contain the express condition that County is to be given written notice by certified mail at least thirty (30) days in advance of any modification or termination of insurance.

F. Failure to Procure Insurance: Failure on the part of Contractor to procure or maintain required insurance shall constitute a material breach of this Agreement upon which County may terminate or suspend this Agreement.

10. TERMINATION FOR CONVENIENCE FINAL INVOICE: The performance of services under this Agreement may be terminated by County at any time, for any reason, when such action is deemed by

County to be in its best interest. Termination of services hereunder shall be effected by delivery to Contractor of a written notice of termination at least sixty (60) calendar days in advance of the termination date specified in the Notice.

After termination for convenience, hereunder, or following any other termination or expiration of Agreement, Contractor shall submit to County, its termination/expiration claim and invoice. Such claim and invoice shall be submitted promptly, but not later than three (3) calendar months from the termination date. Upon failure of Contractor to submit its termination claim and invoice within the time allowed, Director may determine on the basis of information available to County, the amount, if any, due to Contractor in respect to the termination, and such determination shall be final. After such determination is made, County shall pay Contractor the amount so determined.

11. RECORDS AND AUDITS:

A. Contractor shall maintain accurate and complete financial records of its activities and operations as they relate to its services under this Agreement in accordance with generally accepted accounting principles. Contractor shall also maintain accurate and complete employment and other records of all services provided hereunder. All such records shall be retained by Contractor for a minimum period of five (5) years following the expiration or prior termination of this Agreement. During such five (5) years,

as well as during the term of this Agreement, all records pertaining to this Agreement, including, but not limited to, those described above or true and correct copies thereof, shall be retained by Contractor at a location in the County of Los Angeles and shall be made available at such location, upon request by Director, during County's normal business hours to representatives of County for purposes of inspection, audit, and photocopying.

B. In the event that an audit is conducted of Contractor specifically regarding this Agreement by any Federal or State auditor, or any auditor or accountant employed by Contractor or otherwise, Contractor shall file a copy of each such audit report with County's Department of Auditor-Controller within thirty (30) calendar days after Contractor's receipt thereof, unless otherwise provided under this Agreement or applicable Federal or State law. County shall make a reasonable effort to maintain the confidentiality of such audit report(s).

C. Failure on the part of Contractor to comply with the provisions of this Paragraph shall constitute a material breach of this Agreement upon which County may terminate or suspend this Agreement.

12. COUNTY AUDIT SETTLEMENTS: If, at any time during the term of this Agreement or at any time after the expiration or termination of this Agreement, authorized representatives of

15. ASSURANCE OF COMPLIANCE WITH CIVIL RIGHTS LAWS:

Contractor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000e through 2000e (17), to the end that no person shall, on grounds of race, religion, color, sex, or national origin, 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.

16. NONDISCRIMINATION AND AFFIRMATIVE ACTION:

A. Contractor certifies and agrees 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, sex, age, or physical or mental handicap, and in compliance with all applicable Federal and State anti-discrimination laws and regulations.

B. Contractor shall take affirmative action to ensure that qualified applicants are employed, and that employees are treated during employment without regard to race, color, religion, national origin, ancestry, sex, age, or physical or mental handicap, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or

termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

C. Contractor shall deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, or physical or mental handicap.

D. Contractor shall allow authorized County representatives access to its employment records during regular business hours to verify compliance with the provisions of this Paragraph when so requested by Director.

E. If County finds that any of the above provisions have been violated, the same shall constitute a material breach of this Agreement upon which County may determine to cancel, terminate, or suspend this Agreement. While County reserves the right to determine independently that the anti-discrimination provisions of this Agreement have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that Contractor has violated State or Federal anti-discrimination laws or regulations shall constitute a finding by County that Contractor has violated the anti-discrimination provisions of this Agreement.

F. The parties agree that in the event Contractor violates the anti-discrimination provisions of this

Agreement, County shall, at its option, be entitled to a sum of Five Hundred Dollars (\$500) pursuant to California Civil Code Section 1671 as liquidated damages in lieu of cancelling, terminating, or suspending this Agreement.

17. ALTERATION OF TERMS: No addition to, or alteration of, the terms of the body of this Agreement, or the exhibits attached hereto, whether by written or verbal understanding of the parties, their officers, employees, or agents, shall be valid and effective unless made in the form of a written amendment which is formally adopted and executed by the parties in the same manner as this Agreement.

18. SEVERABILITY: If any provision of this Agreement or the application thereof to any person or circumstance is held invalid, the remainder of the Agreement and the application of such provision to other persons or circumstances shall not be affected thereby.

19. LICENSES, PERMITS, REGISTRATIONS, AND CERTIFICATES: Contractor shall obtain and maintain in effect during the term of this Agreement, all licenses, permits, registrations, and certificates required by law which are applicable to its performance of this Agreement, and shall ensure that all its officers, employees, and agents, who perform services hereunder obtain and maintain in effect during the term of this Agreement, all licenses, permits, registrations, and certificates required

by law which are applicable to their performance of services hereunder.

20. RULES AND REGULATIONS: During the time that Contractor's employees or agents are a County Facility, such persons shall be subject to the rules and regulations of such County Facility. It is the responsibility of Contractor to acquaint such persons who are to provide services hereunder with such rules and regulations. Contractor shall permanently withdraw any of its employees from the provision of services hereunder upon receipt of written notice from Director that: (1) such employee has violated such rules or regulations, or (2) such employee's actions, while on County premises, indicate that the employee may adversely affect the delivery of health care services or other County services. Upon removal of any employees, Contractor shall immediately replace the employee with a competent and qualified person and continue services hereunder.

21. UNLAWFUL SOLICITATION: Contractor shall inform all of its employees who provide services hereunder of the provisions of Article 9 of Chapter 4 of Division 3 (commencing with Section 6150) of the California Business and Professions Code (i.e., State Bar Act provisions regarding unlawful solicitation as a runner or capper for attorneys) and shall take positive and affirmative steps in its performance hereunder to ensure that there is no violation of such provisions by its employees. Contractor agrees to utilize the attorney referral services of

all those bar associations within Los Angeles County that have such a service.

22. CONFLICT OF INTEREST: No County employee whose position in County enables such employee to influence the award or administration of this Agreement or any competing agreement, and no spouse or economic dependent of such employee, shall be employed in any capacity by Contractor or have any other direct or indirect financial interest in this Agreement. No officer or employee of Contractor who may financially benefit from the provision of services hereunder shall in any way participate in County's approval, or ongoing evaluation, of such services, or in any way attempt to unlawfully influence County's approval or ongoing evaluation of such services.

Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Agreement. Contractor warrants that it is not now aware of any facts which create a conflict of interest. If Contractor hereafter becomes aware of any facts which might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to County. Full written disclosure shall include, without limitation, identification of all persons implicated and complete description of all relevant circumstances.

23. OTHER PROVIDERS OF SERVICES: Contractor acknowledges that it is not necessarily the exclusive provider to County of

security services, and that County has, or may enter into, contracts with other such providers , or may itself provide these services with County employees.

24. CONFIDENTIALITY: Contractor shall maintain the confidentiality of all County records and information to which it and its employees may have access, including, but not limited to, County patient care billings, County personnel records, and patient charts and other patients medical information, in accordance with all applicable Federal, State, and local laws, regulations, ordinances, and directives. 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 County, 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.

25. DEFAULT:

A. County may, subject to the provisions of subparagraph C below, by written notice of default to Contractor, terminate the whole of this Agreement in any one of the following circumstances:

- (1) If Contractor fails to perform the services within the time specified herein or any extension thereof authorized by County in writing; or

(2) If Contractor fails to perform any of the other provisions 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 County may authorize in writing) after receipt of notice from Director specifying such failure.

B. In the event County terminates this Agreement as provided in subparagraph A above, County may procure, upon such terms and in such manner as County may deem appropriate, services similar to those so terminated, and Contractor shall be liable to County for any excess costs incurred by County for such similar services.

C. Except with respect to defaults of subcontractors, Contractor shall not be liable for any excess costs if the failure to perform this Agreement arises out of causes beyond the control and without the fault or negligence of Contractor. Such causes may include, but are not limited to, acts of God or the public enemy, acts of County in either its sovereign or contractual capacity, acts of the Federal or State governments in their 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 fault or negligence of Contractor. In any event, Contractor shall make every effort to utilize other branches of Contractor operations or utilize other contracted services to avoid nonperformance of this Agreement. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both Contractor and subcontractor, and without the fault or negligence of either of them, Contractor shall not be liable for any such excess costs for failure to perform, unless the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required performance schedule.

D. If, after notice of termination of this Agreement under the provisions of this Paragraph, it is determined for any reason that Contractor was not in default under the provisions of this Paragraph, or that the default was excusable under the provisions of this Paragraph, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Paragraph 10 (Termination for Convenience) above.

E. The rights and remedies of County provided in this Paragraph shall not be exclusive and are in addition to any

other rights and remedies provided by law or under this Agreement.

F. As used in Subparagraph C above, the terms "subcontractor" and "subcontractors" mean subcontractor(s) at any tier.

26. DEFAULT FOR INSOLVENCY:

A. County may cancel forthwith this Agreement for default in the event of the occurrence of any of the following:

(1) Insolvency of 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.

(2) The filing of a voluntary petition to have Contractor declared bankrupt.

(3) The appointment of a receiver or trustee for Contractor.

(4) The execution by Contractor of an assignment for the benefit of creditors.

B. The rights and remedies of County provided in this Paragraph shall not be exclusive and are in addition to any

other rights and remedies provided by law or under this Agreement.

27. GRATUITIES: County may, by written notice to Contractor, terminate the right of Contractor to proceed under this Agreement upon one calendar day's written notice, if it is found that gratuities in the form of entertainment, gifts, or otherwise were offered or given by Contractor, or any agent or representative of Contractor, to any officer or employee of County within a view toward securing this Agreement or other County contract, or securing favorable treatment with respect to the awarding or amending, or making of any determinations with respect to the performance of this Agreement or other County contract, provided that the existence of the facts upon which County makes such finding shall be in issue and may be reviewed in any competent court. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

28. NOTICE OF DELAYS: Except as otherwise provided hereunder, 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 five (5) calendar days, give notice thereof, including all relevant information with respect thereto, to the other party.

29. WAIVER: No waiver of a breach of any provision of this Agreement shall constitute a waiver of any other breach of such

provision. Failure of County to enforce at any time, or from time to time, any provision of this Agreement shall not be construed as a waiver thereof. The remedies herein reserved shall be cumulative and additional to any other remedies in law or equity.

30. GOVERNING LAWS: This Agreement shall be construed in accordance with and governed by the laws of the State of California.

31. CONTINGENT FEES:

A. Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by Contractor for the purpose of securing business.

B. For any breach or violation of this warranty, County shall have the right to terminate this Agreement and, in its sole discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

32. DELEGATION AND ASSIGNMENT: Contractor shall not delegate its duties or assign its rights hereunder, or both, either in whole or in part, without the prior written consent of County and any prohibited delegation or assignment shall be null

and void. Any payments by County to any delegatee or assignee on any claim under this Agreement, in consequence of any such consent, shall be subject to set-off, recoupment, or other reduction for any claim which Contractor may have against County.

33. COMPLIANCE WITH APPLICABLE LAW:

A. Contractor shall comply with all Federal, State, and local laws, ordinances, regulations, rules, and directives applicable to its performance hereunder. Further, all provisions required thereby to be included in this Agreement are hereby incorporated herein by reference.

B. Contractor shall indemnify and hold harmless County from and against any and all loss, damage, liability or expense resulting from any violation on the part of Contractor, its officers, employees, or agents, of such Federal, State or local laws, ordinances, regulations, rules, or directives.

34. DISCLOSURE OF INFORMATION: Contractor shall not disclose any details in connection with this Agreement to any party, except as may be otherwise provided herein or required by law. However, in recognizing the Contractor's need to identify its services and related clients to sustain itself, the County shall not inhibit Contractor from publicizing its role under this Agreement within the following conditions:

A. Contractor shall develop all publicity material in a professional manner.

B. During the course of performance on this Agreement, Contractor, its employees, agents, and subcontractors shall not publish or disseminate commercial advertisements, press releases, opinions, or feature articles, using the name of the County without the prior written consent of the CAO and County Counsel.

35. VALIDITY: The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision.

36. EMPLOYMENT ELIGIBILITY VERIFICATION: Contractor warrants that it fully complies with all Federal statutes and regulations regarding employment of aliens and others, and that all its employees performing services hereunder meet the citizenship or alien status requirements contained in Federal statutes and regulations. Contractor shall obtain, from all covered employees performing services hereunder, all verification and other documentation of employment eligibility status required by Federal statutes and regulations as they currently exist and as they may be hereafter amended. Contractor shall retain such documentation for all covered employees for the period prescribed by law. Contractor shall indemnify, defend, and hold harmless, the County, its officers and employees from employer sanctions and any other liability which may be assessed against Contractor or County in connection with any alleged violation of federal

Any such attempted hiring or recruitment of any County employee by Contractor, its employees, officers, agents, or independent contractors shall constitute a material breach of this Agreement upon which County shall immediately terminate this Agreement.

40. NO INTENT TO CREATE THIRD-PARTY BENEFICIARY CONTRACT: Notwithstanding any other provision of this Agreement, the parties do not in any way intend that any person shall acquire any rights as a third party beneficiary under this Agreement.

41. CONTRACTOR PERFORMANCE DURING CIVIL UNREST OR DISASTER: Contractor recognizes that health care facilities maintained by County provide care essential to the residents of the communities they serve, and that these services are of particular importance at the time of a riot, insurrection, civil unrest, natural disaster, or similar event. Notwithstanding any other provision of this contract, full performance by Contractor during any riot, insurrection, civil unrest, natural disaster, or similar event is not excused if such performance remains physically possible. Failure to comply with this requirement shall be considered a material breach by Contractor for which County may immediately terminate this Agreement.

42. ENTIRE AGREEMENT: The body of this Agreement and Exhibits "A", "B", "C", "D", "E", and "F", constitute the complete agreement between the parties, superseding all previous understandings, written or oral, and all other communications

between the parties relating to the subject matter of this Agreement. In the event of any conflict in the definition or interpretation of any word, responsibility, service, or schedule, between the body of this Agreement and the other referenced documents, or between such other documents, such conflict or inconsistency shall be resolved by giving precedence first to the body of this Agreement, and then to such other documents according to the following priority:

- A. Exhibit "A".
- B. Exhibit "B".
- C. Exhibit "C".
- D. Exhibit "D".
- E. Exhibit "E"
- F. Exhibit "F"

43. AUTHORIZATION WARRANTY: Contractor hereby represents and warrants that the person executing this Agreement for 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.

44. AUTHORITY TO USE COUNTY SPACE AND OTHER PROPERTY: In order to perform services hereunder and only for the performance of such services, Contractor is authorized to use County equipment (specified in Exhibit "E") and to use and occupy on a

nonexclusive basis the Guard Kiosk, on Olive Terrace, at LAC+USC Medical Center.

Contractor's use of County space at Medical Center is subject to the space use conditions set forth in Exhibit "F".

If, at any time during the term of this Agreement, any space indicated above is not utilized by Contractor for services hereunder, then such space shall be vacated by Contractor and may thereafter be used by County for any purpose.

45. PERFORMANCE REQUIREMENTS SUMMARY: Deductions from County's payments to Contractor shall be made for substandard performance of services hereunder. Conditions for application for these deductions are set forth in Exhibit "B".

46. EQUIPMENT REPLACEMENT: County shall replace, at its expense, any County equipment provided by County for Contractor personnel use which is damaged or worn out, when it has been determined by Director that the repair or further maintenance of such equipment is not economically feasible and that there has not been any fault or negligence on the part of Contractor. If Contractor is found by Director to have been at fault or negligent in the use, control, or maintenance of any such equipment, then Contractor shall pay County for all costs incurred by County to obtain and install replacement equipment, less normal depreciation on the equipment replaced, or Director may deduct such costs, less such depreciation, from any amounts due to Contractor from County.

47. REPORTS: Contractor shall make reports as required by Director concerning Contractor's activities and operations as they relate to this Agreement. In no event may County require such reports unless it has provided Contractor with at least thirty (30) calendar days prior written notification thereof. County shall provide Contractor with written procedures for reporting the required information.

48. FORM OF BUSINESS ORGANIZATION: Contractor shall prepare and submit to County's Department of Health Services, Contracts and Grants Division, 313 North Figueroa Street, Sixth Floor-East, Los Angeles, California 90012, within ten (10) days prior to the beginning date of this Agreement, an affidavit, sworn to and executed by Contractor's duly authorized officers, containing the following information:

(1) The form of Contractor's business organization, i.e., proprietorship, partnership, or corporation.

(2) A detailed statement indicating whether Contractor is totally or substantially owned by another business organization.

(3) A detailed statement indicating whether Contractor totally or partially owns any other organization that will be providing services, supplies, materials, or equipment to Contractor or in any manner does business with Contractor with respect to this Agreement.

Reference to Policy No. 5.070 – Multi-Year Services Contract Cost of Living Adjustments

04-01-97.22.1 73 33.

Revised Recommendation: Find that contract meets all of the requirements of the Proposition A contracting process; approve and instruct the Chairman to sign agreement with Burns International Security Services, Inc., at an annual cost of \$4,968,601, effective April 16, 1997 through March 31, 1998, with a cost-of-living adjustment based on the percentage wage increase given to County Sheriff's Security Assistant, or the change in the Consumer Price Index for Urban Areas for any given year, whichever is less, and both capped at 3% per year, effective April 16, 1997 through March 31, 2001, for provision of unarmed security services at LAC+USC Medical Center, various comprehensive, public and community health centers and two office buildings (All Districts), effective April 16, 1997 through March 31, 2001; also approve and instruct the Director to sign amendment to agreement with Inter-Con Security Systems, Inc. to extend the term of existing agreement through April 15, 1997. APPROVED AGREEMENT NO. 70635 Documents on file in Executive Office.

April 1, 1997

Synopsis 73



MINUTES OF THE BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES, STATE OF CALIFORNIA

Joanne Sturges, Executive Officer
Clerk of the Board of Supervisors
383 Kenneth Hahn Hall of Administration
Los Angeles, California 90012

73

Derek Kitlinski, addressed the Board.

After discussion, on motion of Supervisor Antonovich, seconded by Supervisor Burke, unanimously carried, the attached recommendations were adopted.

Attachment

2805



REVISED

BOARD OF SUPERVISORS

MARK FINUCANE, Director

COUNTY OF LOS ANGELES
DEPARTMENT OF HEALTH SERVICES
313 N. Figueroa, Los Angeles, CA 90012
(213) 240-8101

Gloria Molina
First District

Yvonne Brathwaite Burke
Second District

Zev Yaroslavsky
Third District

Don Knabe
Fourth District

Michael D. Antonovich
Fifth District

February 27, 1997

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

Dear Supervisors:

SECURITY SERVICES AGREEMENT AND AGREEMENT AMENDMENT (All Districts)
(3 Votes)

IT IS RECOMMENDED THAT YOUR BOARD:

1. Make a finding that the attached agreement for unarmed security services meets all of the requirements of the Proposition A contracting process, as set forth in Attachment F.
2. Approve and instruct the Chairman to sign the attached agreement (Exhibit I) with Burns International Security Services, Inc. for the provision of unarmed security services at LAC+USC Medical Center, various comprehensive, public, and community health centers, and two office buildings, at a cost of \$4,968,601 per year, for the period of April 16, 1997 through March 31, 1998 period. Any Cost-of-Living Adjustment will be based on the percentage wage increase given to County Sheriff's Security Assistants or the change in the Consumer Price Index for Urban Areas for any given year, whichever is less and both capped at 3% per year. The term of the agreement is April 16, 1997 through March 31, 2001.
3. Approve and instruct the Director of Health Services to prepare and sign an extension amendment to Agreement No. H-202878 with Inter-Con Security Systems, Inc., for the period April 1, 1997 through April 15, 1997.

PURPOSE OF THE RECOMMENDED ACTION:

The Department of Health Services (DHS) conducted an Invitation for Bids (IFB) solicitation process, under Proposition A guidelines, for the provision of security services at multiple sites (see Exhibit I) under a single new agreement. The IFB process resulted in the selection of Burns International Security Services, Inc. (Burns) as the lowest qualified bidder.

Board approval will allow Burns to provide unarmed contract security services at the specified facilities.

SYN# 73 ... **OF APR 1 1997.**

JUSTIFICATION:

The new agreement provides for necessary unarmed security services, including foot patrols, monitoring of electronic surveillance equipment, safeguarding employees and visitors, and removing trespassers, at various DHS health facilities and two office buildings.

FISCAL IMPACT:

	<u>Burns*/**</u>	<u>County Avoidable Costs</u>	<u>Estimated Savings</u>	<u>Percentage Savings</u>
One-Year Cost	\$ 4,968,601	\$ 6,710,285	\$1,741,684	25.96%
Four-Year Costs	\$19,874,404	\$26,841,140	\$6,966,736	25.96%

* Contract costs are based on all-inclusive fixed rate per hour times the number of guards.

** Any Cost-of-Living Adjustment (COLA) will be based on the percentage wage increase given to County Sheriff's Security Assistants or the change in the Consumer Price Indexes for All Urban Consumers in Los Angeles-Anaheim-Riverside, whichever is less and both capped at 3% per year.

Contract costs will be based on the work actually performed by the contractor. Estimated first-year costs are \$4,968,601 and estimated savings are \$1,741,684 or 25.96%. Estimated contract costs over the four-year term are \$19,874,404. When compared to the estimated County costs over the same period, projected savings are \$6,966,736, or 25.96%.

Because actual workload may differ from the projections, and contract costs will vary depending on workload, actual savings may be more or less than projected.

FINANCING:

Funds are included in the Fiscal Year 1996-97 DHS budget and will be requested as a continuing appropriation in subsequent fiscal years.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS:

Since October 1993, DHS has utilized unarmed contract security guards to supplement the Safety Police staff at the LAC+USC Medical Center (Medical Center). The initial agreement was a sole source, non-Proposition A agreement, entered into in response to a serious security emergency at the Medical Center. Since January 1996, the services were expanded to include contract security guards at various DHS public, community and comprehensive health centers, and two office buildings.

In November 1996, DHS released an IFB to solicit the services under Proposition A guidelines. Part of that process included consulting with the County Auditor-Controller (A-C) to develop hypothetical staffing and other County costs to determine County cost savings. The County costs referenced above reflect the amount that it would cost if the County were to perform the security services using County personnel. The costs have been validated by the A-C. Because all prior staffing used to perform these services has been supplemental, no County employees will be impacted by the new agreement.

The contractor will utilize 176 guards to provide a total of approximately 8,744 hours of security services weekly at the 34 sites named in Exhibit I. Two sites which were included in the IFB have been deleted from the agreement for the following reasons: the Central Health Center is covered under another agreement

approved by your Board on December 23, 1996; and the Paramount Health Center is now operating under a partnership agreement.

The contractor will provide basic health coverage to its employees who perform services under the agreement.

On March 18, 1997, the Board continued the Director's recommendation to approve the agreement with Burns for two weeks and instructed the Department to renegotiate the elimination of the cost of living adjustment in the proposed agreement with Burns. In the same action, the Board authorized an extension of the existing agreement for security services with Inter-Con Security Systems, Inc., to ensure the continuation of these essential services at County health facilities.

The term of the new agreement is April 16, 1997 through March 31, 2001. The new agreement contains provisions for termination with a 60-day written notice.

Attachments A through F provide additional information.

County Counsel has approved the agreement (Exhibit I) as to form.

CONTRACTING PROCESS:

On November 5, 1996, DHS released an IFB for the provision of unarmed contract security services at the Medical Center and 33 additional sites named in Exhibit I.

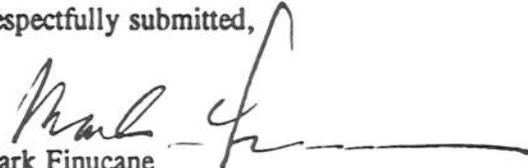
As a result of the IFB, Burns was determined to be the lowest qualified bidder. Burns has successfully provided contract security services to DHS and to the Internal Services Department over the last several years. DHS recommends the award of an agreement to Burns.

IMPACT ON CURRENT SERVICES (OR PROJECTS):

The IFB was a Proposition A solicitation. There is no employee impact since the staff provided is supplemental to existing staff, and there is no impact on current services or projects.

When approved, this Department requires three signed copies of the Board's action.

Respectfully submitted,


Mark Finucane
Director of Health Services

MF:bhw

Attachments

c: Chief Administrative Officer
County Counsel
Executive Officer, Board of Supervisors
Auditor-Controller

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SUMMARY OF AGREEMENT1. Type of Service:

Security Services

2. Agency Address and Contact Person:

Burns International Security Services, Inc.
 3333 Wilshire Boulevard, Suite 604
 Los Angeles, California 90010
 Attention: John Phillips, General Manager
 Telephone: (310) 289-6777

3. Term:

The term of the agreement is April 16, 1997 through March 31, 2001.

4. Financial Information:

Estimated one-year fiscal impact is \$4,968,601.
 Estimated four-year fiscal impact is \$19,874,404.

Any Cost-of-Living Adjustment (COLA) will be based on the percentage wage increase given to County Sheriff's Security Assistants or the change in the Consumer Price Indexes for All Urban Consumers (CPI-U) in Los Angeles-Anaheim-Riverside, for any given year, whichever is less and both capped at 3% per year.

5. Geographic Area to be Served:

Countywide

6. Reason for Agreement:

To provide unarmed contract security services at LAC+USC Medical Center (including its psychiatric ward at Engleside Hospital), H. Claude Hudson, and Hubert H. Humphrey Comprehensive Health Centers, Glendale, Hollywood-Wilshire, Monrovia, Pacoima, Pomona, South, Curtis R. Tucker, Whittier, Wilmington, Burbank, North Hollywood, Tujunga, San Fernando, Compton, Dollarhide, Florence-Firestone, Imperial Heights, Lawndale, San Antonio, Bellflower, Harbor, Hawaiian Gardens, Norwalk, Torrance, Alhambra, Azusa, La Puente, Pico Rivera, and Ruth Temple Health Centers, Ferguson Office Building and California Children Services.

7. Approvals:

Personal Health Services:

Douglas D. Bagley, Network Executive North/East
NetworkArmando Lopez, Jr., Network Executive, South/West
Network

Public Health Programs and Services:

John F. Schunhoff, Acting Director

Contracts and Grants Division:

John H. Ricks, Acting Chief

County Counsel (Approval as to form):

Daniel D. Mikesell, Jr., Principal Deputy County
Counsel

LAC+USC MEDICAL CENTER
AND
VARIOUS COMPREHENSIVE, PUBLIC, AND COMMUNITY HEALTH CENTERS,
AND OFFICE BUILDINGS

SECURITY SERVICES
COST SAVINGS ANALYSIS

	<u>Burns*</u>	<u>County Avoidable Costs</u>	<u>Estimated Savings</u>	<u>Percentage Savings</u>
Year 1	\$ 4,968,601	\$ 6,710,285	\$1,741,684	25.96%
Year 2	\$ 4,968,601	\$ 6,710,285	\$1,741,684	25.96%
Year 3	\$ 4,968,601	\$ 6,710,285	\$1,741,684	25.96%
Year 4	<u>\$ 4,968,601</u>	<u>\$ 6,710,285</u>	<u>\$1,741,684</u>	25.96%
Totals	\$19,874,404	\$26,841,140	\$6,966,736	25.96%

Cost Savings Percentage

- * Contract costs are based on Contractor's all-inclusive fixed rates per hour times the number of guards.

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PROPOSITION A CONTRACTING

COMPARISON OF ESTIMATED AVOIDABLE COSTS TO THE COST OF CONTRACTING

	<u>COUNTY</u>	COST INCREASE (DECREASE) FROM CONTRACTING
<u>DIRECT</u>		
SALARIES	\$4,797,649	
EMPLOYEE BENEFITS		
TOTAL PERSONNEL COSTS	\$1,487,271	
SERVICES AND SUPPLIES	\$ 412,865	
OTHER (EQUIPMENT)	\$ 12,500	
TOTAL DIRECT	\$6,710,285	
<u>INDIRECT (1)</u>		
TOTAL OVERHEAD AVOIDABLE OVERHEAD	<u>-0-</u>	<u>-0-</u>
TOTAL AVOIDABLE COSTS	<u>\$6,710,285</u>	<u>\$6,710,285</u>
<u>CONTRACT</u>		
<u>DIRECT</u>		
CONTRACT COSTS	\$4,968,601	
OTHER (SPECIFY)	<u>-0-</u>	
TOTAL DIRECT		<u>\$4,968,601</u>
<u>INDIRECT</u>		
EMPLOYEE RETRAINING		<u>-0-</u>
CONTRACT MONITORING		<u>-0-</u>
OTHER (SPECIFY)	<u>-0-</u>	
TOTAL DIRECT		<u>\$ -0-</u>
TOTAL CONTRACT COST	<u>\$4,968,601</u>	<u>\$4,968,601</u>
ESTIMATED SAVINGS FROM CONTRACTING		<u>\$1,741,684</u>

(1) INDIRECT OVERHEAD DOES NOT APPLY TO RE-SOLICITATIONS.

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CONTRACTOR EMPLOYEE WAGES & BENEFITS

COMPARISON OF WAGES

<u>Position</u>	<u>County</u>	<u>Contractor</u>
	N/A	N/A

CONTRACTOR EMPLOYEE BENEFITS

<u>Benefit</u>	<u>Contractor</u>
Health Plan	Yes
Retirement Plan	No
Dental Plan	Yes
Holidays	Yes
Sick Leave	Yes (unpaid)
Vacation	Yes
Life Insurance	Yes
Bereavement Leave	Yes

Contractor Health Plan Information

<u>Employee Only Premium</u>	Yes
<u>Family Coverage Available</u>	Yes
<u>Benefits/Coverage Provided</u>	Yes

- The contractor offers health plans from:
- Generally, co-insurance equals 80% of total cost of hospitalization.
- Generally, co-payment of 20% by employee is required for each clinic visit.
- The fee for emergency services for life threatening situations is 20% per visit. No charge if injury is workers compensation related.

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FIRM/ORGANIZATION INFORMATION

ATTACHMENT E

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, 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.

TYPE OF BUSINESS STRUCTURE: Corporation

(Korporation, Partnership, Sole Proprietorship, etc.)

TOTAL NUMBER OF EMPLOYEES IN FIRM (including owners): 78,000

CULTURAL/ETHNIC COMPOSITION OF FIRM (Partner, Associate Partner, 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	*	470	25,834
Hispanic/Latin American	*	144	6,505
Asian American	*	41	2,191
American Indian/Alaskan Native	*	10	458
All Others	*	2,123	41,428
Based on the above categories, please indicate the total of men and women in the firm:			
Male	*	2,303	55,400
Female	*	483	16,729

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	All Others
Men	* %	* %	* %	* %	* %
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	<u>Does Not Apply</u>	Expiration Date	<u>Does not apply</u>
Agency	<u>"</u>	Expiration Date	<u>"</u>
Agency	<u>"</u>	Expiration Date	<u>"</u>
Agency	<u>"</u>	Expiration Date	<u>"</u>

FIRM NAME: Burns International Security Services

SIGNED:  DATE: November 11, 1996

TITLE: Edward Merseth Jr. Vice President/General Manager

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* Burns International Security Services is an operational division of Borg-Warner Protective Services Corporation, Two Campus Drive, Parsippany, New Jersey 07054, which is 100 % owned by Borg-Warner Security Corporation, 200 South Michigan Avenue, Chicago, Illinois 60604. With respect to the ownership of Borg-Warner Security Corporation, we refer you to Item 12 of its Annual Report on Form 10K for calendar year 1995. 2813

CONTRACTING FOR SECURITY SERVICESCompliance with County Code Requirements

The agreement meets all of the following mandatory requirements of County Code Section 2.121.250, et seq.

- (a) The award of the contract will be cost effective;
- (b) The County's ability to respond to emergencies will not be impaired;
- (c) The award of the contract will not result in the unauthorized disclosure of confidential information;
- (d) Alternative resources are available so that the services can be obtained from another source in the event of default by the contractor;
- (e) The award of the contract will not infringe upon the proper role of the County in its relationship to its citizens;
- (f) The award of the contract will be in full compliance with all applicable Federal and State regulations;
- (g) Implementation of the contract will not result in a reduction in County services; and
- (h) The award of the contract will not violate the provisions of County Code Section 2.121.295, "Certain Contracts Prohibited".

The agreement also contains provisions recommended by the County Risk Manager to cover the County's potential tort liability. The contractor will provide evidence of the required insurance coverage prior to the commencement of services.

Participation in the contracting process by minority vendors was solicited by advertising in the Los Angeles Times, Eastern Group Publications newspapers, and Rapid Publishing, and distributing notices by mail to 201 firms listed on the Department's proposers' list and in the Affirmative Action Compliance Office's Directory of Minority and Women-Owned Business. The department also provided information to commercial associations through the Contract Managers' Network and trade conferences.

Selection for award of contract was made without regard to race, creed or color.

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AGREEMENT
FOR
SECURITY SERVICES
AT
LAC+USC MEDICAL CENTER
AND
VARIOUS COMPREHENSIVE, COMMUNITY,
AND PUBLIC HEALTH CENTERS

bhw:03/27/97
AGREEWP6.EPM

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SYN# 73 1st OF APR 1 1997

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wbc:02/25/97
AGREEWP6.EPM

SECURITY SERVICES AGREEMENT

THIS AGREEMENT is made and entered into this 1st day
of April, 1997,

by and between COUNTY OF LOS ANGELES (hereafter
"County"),

and BURNS INTERNATIONAL SECURITY SERVICES,
INC., (hereafter "Contractor").

WHEREAS, pursuant to California Health and Safety Code Sections 1441 and 1445, County has established and operates, through its Department of Health Services (hereafter sometimes referred to as "DHS"), a network of County hospitals, health care facilities, and offices, each of which is identified herein, and all of which are collectively referred to hereunder as "County Facilities"; and

WHEREAS, pursuant to Los Angeles County Code sections 2.150.250, et seq., County is authorized to contract with private businesses to perform personal services when it is more economical or feasible to do so; and

WHEREAS, Contractor is duly licensed and certified under the laws of the State of California to engage in the business of providing security services as described hereunder and possesses the competence, expertise, and personnel required to provide such services; and

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WHEREAS, in response to a County solicitation for bids under a competitive process, Contractor submitted its proposal to County to provide such services; and

WHEREAS, following a competitive process and contract negotiations, Contractor was selected to provide security services at County Facilities; and

WHEREAS, the terms and conditions of this Agreement embody and memorialize the understandings reached by the parties during the negotiation process; and

WHEREAS, this Agreement is authorized by California Government Code section 31000 and by County Code section 2.121.250, et seq.

NOW, THEREFORE, the parties hereto agree as follows:

1. TERM: The term of this Agreement shall commence at 12:01 a.m. April 16, 1997 and unless sooner cancelled or terminated shall continue in full force and effect until March 31, 2001.

The term of this Agreement may be extended by the Director of County's Department of Health Services and Contractor beyond the stated expiration date of March 31, 2001, for a period not to exceed six (6) months, if such extension is agreed upon in writing by Director and Contractor's authorized representative(s) no later than February 28, 2001. All provisions in effect on March 31, 2001 shall remain in effect for the extension period. Compensation for all work performed for each month after March 31, 2001 shall remain the same as the Basic Monthly Charge

paid by County to Contractor for the month of March 2001. However, there shall be no Consumer Price Index for all Urban Consumers Adjustments to the Basic Monthly Charge for any month of such extension. If Director of County's Department of Health Services and Contractor fail to mutually agree in writing to extend the Agreement term beyond the expiration date of March 31, 2001, then the Agreement shall expire on such date.

Notwithstanding any other provision of this Paragraph, the failure of Contractor or its officers, employees, or agents to comply with the terms of this Agreement or any directions by or on behalf of County issued pursuant hereto shall constitute a material breach hereof and this Agreement may be immediately terminated by County upon giving written notice to Contractor. Other termination rights of County are defined in Paragraphs 5 and 10, among others.

This Agreement may be terminated by Contractor for any reason, with or without cause, upon giving at least one hundred eighty (180) calendar days prior written notice to County.

2. DESCRIPTION OF SERVICES: Contractor shall provide security services to the Facilities as set forth in Exhibits "A" ("Statement of Work"), "B" (Performance Requirements Summary), "E" (County Furnished Furniture and Equipment), and "F" (Space Use Exhibit Terms and Conditions of Utilization of Space) all attached hereto and incorporated herein by reference.

3. ADMINISTRATION: The Director of County's Department of Health Services or his/her duly authorized designee (hereafter

5. COUNTY'S OBLIGATION FOR FUTURE FISCAL YEAR(S): Notwithstanding any other provision of this Agreement, County shall not be obligated for Contractor's performance hereunder or by any provisions of this Agreement during any of County's future July 1 -- June 30 fiscal years unless and until County's Board of Supervisors appropriates funds for this Agreement in County's Budget for each such fiscal year. In the event that funds are not appropriated for this Agreement, then this Agreement shall terminate as of June 30 of the last County fiscal year for which funds were appropriated. County shall notify Contractor in writing of such non-appropriation of funds at the earliest possible date.

6. INDEPENDENT CONTRACTOR STATUS:

A. This Agreement is by and between County and Contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between County and Contractor. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.

B. Contractor shall be solely liable and responsible for providing to, or on behalf of, its employees all legally required employee benefits. County shall have no liability or responsibility for the payment of any salaries, wages, or

other compensation benefits to any personnel provided by Contractor.

C. Contractor understands and agrees that all persons furnishing services to County pursuant to this Agreement are, for purposes of workers' compensation liability, the sole employees of Contractor and not employees of County. Contractor shall bear the sole liability and responsibility for any and all workers' compensation benefits to any person as a result of injuries arising from or connected with services performed by or on behalf of Contractor pursuant to this Agreement.

D. Acknowledgement that each of Contractor's employees understands that such person is an employee of Contractor and not an employee of County shall be signed by each employee of Contractor and shall be filed with County's Chief Administrative Office, Workers' Compensation Division, Claims Section, 2615 South Grand Avenue, Los Angeles, California 90007. The form and content of such acknowledgement shall be substantially similar to Exhibit "D" ("Employee's Acknowledgement of Employer"), attached hereto and incorporated herein by reference.

7. FAIR LABOR STANDARDS ACT: Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act and shall indemnify, defend, and hold harmless the County, 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 for services performed by Contractor's employees for which the County may be found jointly or solely liable.

8. INDEMNIFICATION: Contractor agrees to indemnify, defend, and hold harmless County and its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability and expense, including defense costs and legal fees, arising from or connected with claims and lawsuits for damages or worker's compensation benefits relating to Contractor's operations or its services hereunder, which result from bodily injury, death, personal injury, or property damage (including damage to property owned by or in the care, custody, or control of Contractor).

9. INSURANCE: Without limiting Contractor's indemnification of County and during the term of this Agreement, Contractor shall provide and maintain at its own expense the following programs of insurance. Such programs and evidence of insurance shall be satisfactory to the County's Risk Manager and shall be primary to and not contributing with any other insurance maintained by the County.

Certificates or other evidence of coverage shall be delivered to DHS Contracts and Grants Division, 313 N. Figueroa

Street, Sixth Floor-East, Los Angeles, California, 90012 prior to commencing services under this Agreement, shall specifically identify this Agreement, and shall contain the express condition that County is to be given written notice by registered mail at least thirty (30) calendar days in advance of any modification or termination of insurance.

A. Liability: General liability insurance written on a commercial general liability form or on a comprehensive general liability form covering the hazards of premises/ operations, contractual, independent contractors, products/completed operations, broad form property damage, and personal injury with a combined single limit of not less than One Million Dollar (\$1,000,000) per occurrence. Such insurance shall be endorsed naming the County of Los Angeles as an additional insured.

a. If written with an annual aggregate limit, the policy limit shall be Three Million Dollars (\$3,000,000).

b. If written on a claims made form, the Contractor shall continue to name the County as an additional insured, as provided herein, for two (2) years following the termination or cancellation of this Agreement or shall provide an extended two (2) years reporting period commencing upon termination or cancellation of this Agreement.

C. Comprehensive auto liability endorsed for all owned, non-owned, and hired vehicles with a combined single limit of not less than Three Hundred Thousand Dollars (\$300,000) per occurrence.

D. Workers' Compensation: Insurance in an amount and form to meet all applicable requirements of the Labor Code of the State of California including Employers Liability with a One Million Dollars (\$1,000,000) limit, covering all persons who provide services for the Contractor.

E. Health Care Insurance: Contractor shall provide basic health insurance for full-time employees performing work under this Agreement. Certificates or other evidence of coverage shall be delivered to County prior to commencing performance under this Agreement, shall specifically identify this Agreement, and shall contain the express condition that County is to be given written notice by certified mail at least thirty (30) days in advance of any modification or termination of insurance.

F. Failure to Procure Insurance: Failure on the part of Contractor to procure or maintain required insurance shall constitute a material breach of this Agreement upon which County may terminate or suspend this Agreement.

10. TERMINATION FOR CONVENIENCE FINAL INVOICE: The performance of services under this Agreement may be terminated by County at any time, for any reason, when such action is deemed by

County to be in its best interest. Termination of services hereunder shall be effected by delivery to Contractor of a written notice of termination at least sixty (60) calendar days in advance of the termination date specified in the Notice.

After termination for convenience, hereunder, or following any other termination or expiration of Agreement, Contractor shall submit to County, its termination/expiration claim and invoice. Such claim and invoice shall be submitted promptly, but not later than three (3) calendar months from the termination date. Upon failure of Contractor to submit its termination claim and invoice within the time allowed, Director may determine on the basis of information available to County, the amount, if any, due to Contractor in respect to the termination, and such determination shall be final. After such determination is made, County shall pay Contractor the amount so determined.

11. RECORDS AND AUDITS:

A. Contractor shall maintain accurate and complete financial records of its activities and operations as they relate to its services under this Agreement in accordance with generally accepted accounting principles. Contractor shall also maintain accurate and complete employment and other records of all services provided hereunder. All such records shall be retained by Contractor for a minimum period of five (5) years following the expiration or prior termination of this Agreement. During such five (5) years,

as well as during the term of this Agreement, all records pertaining to this Agreement, including, but not limited to, those described above or true and correct copies thereof, shall be retained by Contractor at a location in the County of Los Angeles and shall be made available at such location, upon request by Director, during County's normal business hours to representatives of County for purposes of inspection, audit, and photocopying.

B. In the event that an audit is conducted of Contractor specifically regarding this Agreement by any Federal or State auditor, or any auditor or accountant employed by Contractor or otherwise, Contractor shall file a copy of each such audit report with County's Department of Auditor-Controller within thirty (30) calendar days after Contractor's receipt thereof, unless otherwise provided under this Agreement or applicable Federal or State law. County shall make a reasonable effort to maintain the confidentiality of such audit report(s).

C. Failure on the part of Contractor to comply with the provisions of this Paragraph shall constitute a material breach of this Agreement upon which County may terminate or suspend this Agreement.

12. COUNTY AUDIT SETTLEMENTS: If, at any time during the term of this Agreement or at any time after the expiration or termination of this Agreement, authorized representatives of

15. ASSURANCE OF COMPLIANCE WITH CIVIL RIGHTS LAWS:

Contractor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000e through 2000e (17), to the end that no person shall, on grounds of race, religion, color, sex, or national origin, 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.

16. NONDISCRIMINATION AND AFFIRMATIVE ACTION:

A. Contractor certifies and agrees 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, sex, age, or physical or mental handicap, and in compliance with all applicable Federal and State anti-discrimination laws and regulations.

B. Contractor shall take affirmative action to ensure that qualified applicants are employed, and that employees are treated during employment without regard to race, color, religion, national origin, ancestry, sex, age, or physical or mental handicap, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or

termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

C. Contractor shall deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, or physical or mental handicap.

D. Contractor shall allow authorized County representatives access to its employment records during regular business hours to verify compliance with the provisions of this Paragraph when so requested by Director.

E. If County finds that any of the above provisions have been violated, the same shall constitute a material breach of this Agreement upon which County may determine to cancel, terminate, or suspend this Agreement. While County reserves the right to determine independently that the anti-discrimination provisions of this Agreement have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that Contractor has violated State or Federal anti-discrimination laws or regulations shall constitute a finding by County that Contractor has violated the anti-discrimination provisions of this Agreement.

F. The parties agree that in the event Contractor violates the anti-discrimination provisions of this

Agreement, County shall, at its option, be entitled to a sum of Five Hundred Dollars (\$500) pursuant to California Civil Code Section 1671 as liquidated damages in lieu of cancelling, terminating, or suspending this Agreement.

17. ALTERATION OF TERMS: No addition to, or alteration of, the terms of the body of this Agreement, or the exhibits attached hereto, whether by written or verbal understanding of the parties, their officers, employees, or agents, shall be valid and effective unless made in the form of a written amendment which is formally adopted and executed by the parties in the same manner as this Agreement.

18. SEVERABILITY: If any provision of this Agreement or the application thereof to any person or circumstance is held invalid, the remainder of the Agreement and the application of such provision to other persons or circumstances shall not be affected thereby.

19. LICENSES, PERMITS, REGISTRATIONS, AND CERTIFICATES: Contractor shall obtain and maintain in effect during the term of this Agreement, all licenses, permits, registrations, and certificates required by law which are applicable to its performance of this Agreement, and shall ensure that all its officers, employees, and agents, who perform services hereunder obtain and maintain in effect during the term of this Agreement, all licenses, permits, registrations, and certificates required

by law which are applicable to their performance of services hereunder.

20. RULES AND REGULATIONS: During the time that Contractor's employees or agents are a County Facility, such persons shall be subject to the rules and regulations of such County Facility. It is the responsibility of Contractor to acquaint such persons who are to provide services hereunder with such rules and regulations. Contractor shall permanently withdraw any of its employees from the provision of services hereunder upon receipt of written notice from Director that: (1) such employee has violated such rules or regulations, or (2) such employee's actions, while on County premises, indicate that the employee may adversely affect the delivery of health care services or other County services. Upon removal of any employees, Contractor shall immediately replace the employee with a competent and qualified person and continue services hereunder.

21. UNLAWFUL SOLICITATION: Contractor shall inform all of its employees who provide services hereunder of the provisions of Article 9 of Chapter 4 of Division 3 (commencing with Section 6150) of the California Business and Professions Code (i.e., State Bar Act provisions regarding unlawful solicitation as a runner or capper for attorneys) and shall take positive and affirmative steps in its performance hereunder to ensure that there is no violation of such provisions by its employees. Contractor agrees to utilize the attorney referral services of

all those bar associations within Los Angeles County that have such a service.

22. CONFLICT OF INTEREST: No County employee whose position in County enables such employee to influence the award or administration of this Agreement or any competing agreement, and no spouse or economic dependent of such employee, shall be employed in any capacity by Contractor or have any other direct or indirect financial interest in this Agreement. No officer or employee of Contractor who may financially benefit from the provision of services hereunder shall in any way participate in County's approval, or ongoing evaluation, of such services, or in any way attempt to unlawfully influence County's approval or ongoing evaluation of such services.

Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Agreement. Contractor warrants that it is not now aware of any facts which create a conflict of interest. If Contractor hereafter becomes aware of any facts which might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to County. Full written disclosure shall include, without limitation, identification of all persons implicated and complete description of all relevant circumstances.

23. OTHER PROVIDERS OF SERVICES: Contractor acknowledges that it is not necessarily the exclusive provider to County of

security services, and that County has, or may enter into, contracts with other such providers , or may itself provide these services with County employees.

24. CONFIDENTIALITY: Contractor shall maintain the confidentiality of all County records and information to which it and its employees may have access, including, but not limited to, County patient care billings, County personnel records, and patient charts and other patients medical information, in accordance with all applicable Federal, State, and local laws, regulations, ordinances, and directives. 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 County, 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.

25. DEFAULT:

A. County may, subject to the provisions of subparagraph C below, by written notice of default to Contractor, terminate the whole of this Agreement in any one of the following circumstances:

- (1) If Contractor fails to perform the services within the time specified herein or any extension thereof authorized by County in writing; or

(2) If Contractor fails to perform any of the other provisions 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 County may authorize in writing) after receipt of notice from Director specifying such failure.

B. In the event County terminates this Agreement as provided in subparagraph A above, County may procure, upon such terms and in such manner as County may deem appropriate, services similar to those so terminated, and Contractor shall be liable to County for any excess costs incurred by County for such similar services.

C. Except with respect to defaults of subcontractors, Contractor shall not be liable for any excess costs if the failure to perform this Agreement arises out of causes beyond the control and without the fault or negligence of Contractor. Such causes may include, but are not limited to, acts of God or the public enemy, acts of County in either its sovereign or contractual capacity, acts of the Federal or State governments in their 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 fault or negligence of Contractor. In any event, Contractor shall make every effort to utilize other branches of Contractor operations or utilize other contracted services to avoid nonperformance of this Agreement. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both Contractor and subcontractor, and without the fault or negligence of either of them, Contractor shall not be liable for any such excess costs for failure to perform, unless the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required performance schedule.

D. If, after notice of termination of this Agreement under the provisions of this Paragraph, it is determined for any reason that Contractor was not in default under the provisions of this Paragraph, or that the default was excusable under the provisions of this Paragraph, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Paragraph 10 (Termination for Convenience) above.

E. The rights and remedies of County provided in this Paragraph shall not be exclusive and are in addition to any

other rights and remedies provided by law or under this Agreement.

F. As used in Subparagraph C above, the terms "subcontractor" and "subcontractors" mean subcontractor(s) at any tier.

26. DEFAULT FOR INSOLVENCY:

A. County may cancel forthwith this Agreement for default in the event of the occurrence of any of the following:

(1) Insolvency of 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.

(2) The filing of a voluntary petition to have Contractor declared bankrupt.

(3) The appointment of a receiver or trustee for Contractor.

(4) The execution by Contractor of an assignment for the benefit of creditors.

B. The rights and remedies of County provided in this Paragraph shall not be exclusive and are in addition to any

other rights and remedies provided by law or under this Agreement.

27. GRATUITIES: County may, by written notice to Contractor, terminate the right of Contractor to proceed under this Agreement upon one calendar day's written notice, if it is found that gratuities in the form of entertainment, gifts, or otherwise were offered or given by Contractor, or any agent or representative of Contractor, to any officer or employee of County within a view toward securing this Agreement or other County contract, or securing favorable treatment with respect to the awarding or amending, or making of any determinations with respect to the performance of this Agreement or other County contract, provided that the existence of the facts upon which County makes such finding shall be in issue and may be reviewed in any competent court. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

28. NOTICE OF DELAYS: Except as otherwise provided hereunder, 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 five (5) calendar days, give notice thereof, including all relevant information with respect thereto, to the other party.

29. WAIVER: No waiver of a breach of any provision of this Agreement shall constitute a waiver of any other breach of such

provision. Failure of County to enforce at any time, or from time to time, any provision of this Agreement shall not be construed as a waiver thereof. The remedies herein reserved shall be cumulative and additional to any other remedies in law or equity.

30. GOVERNING LAWS: This Agreement shall be construed in accordance with and governed by the laws of the State of California.

31. CONTINGENT FEES:

A. Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by Contractor for the purpose of securing business.

B. For any breach or violation of this warranty, County shall have the right to terminate this Agreement and, in its sole discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

32. DELEGATION AND ASSIGNMENT: Contractor shall not delegate its duties or assign its rights hereunder, or both, either in whole or in part, without the prior written consent of County and any prohibited delegation or assignment shall be null

and void. Any payments by County to any delegatee or assignee on any claim under this Agreement, in consequence of any such consent, shall be subject to set-off, recoupment, or other reduction for any claim which Contractor may have against County.

33. COMPLIANCE WITH APPLICABLE LAW:

A. Contractor shall comply with all Federal, State, and local laws, ordinances, regulations, rules, and directives applicable to its performance hereunder. Further, all provisions required thereby to be included in this Agreement are hereby incorporated herein by reference.

B. Contractor shall indemnify and hold harmless County from and against any and all loss, damage, liability or expense resulting from any violation on the part of Contractor, its officers, employees, or agents, of such Federal, State or local laws, ordinances, regulations, rules, or directives.

34. DISCLOSURE OF INFORMATION: Contractor shall not disclose any details in connection with this Agreement to any party, except as may be otherwise provided herein or required by law. However, in recognizing the Contractor's need to identify its services and related clients to sustain itself, the County shall not inhibit Contractor from publicizing its role under this Agreement within the following conditions:

A. Contractor shall develop all publicity material in a professional manner.

B. During the course of performance on this Agreement, Contractor, its employees, agents, and subcontractors shall not publish or disseminate commercial advertisements, press releases, opinions, or feature articles, using the name of the County without the prior written consent of the CAO and County Counsel.

35. VALIDITY: The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision.

36. EMPLOYMENT ELIGIBILITY VERIFICATION: Contractor warrants that it fully complies with all Federal statutes and regulations regarding employment of aliens and others, and that all its employees performing services hereunder meet the citizenship or alien status requirements contained in Federal statutes and regulations. Contractor shall obtain, from all covered employees performing services hereunder, all verification and other documentation of employment eligibility status required by Federal statutes and regulations as they currently exist and as they may be hereafter amended. Contractor shall retain such documentation for all covered employees for the period prescribed by law. Contractor shall indemnify, defend, and hold harmless, the County, its officers and employees from employer sanctions and any other liability which may be assessed against Contractor or County in connection with any alleged violation of federal

statutes or regulations pertaining to the eligibility for employment of persons performing services under this Agreement.

37. RESTRICTIONS ON LOBBYING: If any federal monies are to be used to pay for Contractor's services under this Agreement, Contractor shall comply with all certification and disclosure requirements prescribed by Section 319, Public Law 101-121 (31 United States Code Section 1352) and any implementing regulations, and shall ensure that each of its subcontractors receiving funds provided under this Agreement also fully comply with all such certification and disclosure requirements.

38. COUNTY LOBBYISTS: Each County lobbyist as defined in Los Angeles County Code Section 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.

39. PROHIBITION AGAINST THE RECRUITMENT OF COUNTY EMPLOYEES: Neither Contractor, nor any of Contractor's employees, officers, agents, or independent contractors, shall hire, recruit, attempt to recruit, or cause to be recruited, any County employee to become an employee of Contractor, while Contractor, its employees, officers, agents, or independent contractors are at a County facility.

Any such attempted hiring or recruitment of any County employee by Contractor, its employees, officers, agents, or independent contractors shall constitute a material breach of this Agreement upon which County shall immediately terminate this Agreement.

40. NO INTENT TO CREATE THIRD-PARTY BENEFICIARY CONTRACT: Notwithstanding any other provision of this Agreement, the parties do not in any way intend that any person shall acquire any rights as a third party beneficiary under this Agreement.

41. CONTRACTOR PERFORMANCE DURING CIVIL UNREST OR DISASTER: Contractor recognizes that health care facilities maintained by County provide care essential to the residents of the communities they serve, and that these services are of particular importance at the time of a riot, insurrection, civil unrest, natural disaster, or similar event. Notwithstanding any other provision of this contract, full performance by Contractor during any riot, insurrection, civil unrest, natural disaster, or similar event is not excused if such performance remains physically possible. Failure to comply with this requirement shall be considered a material breach by Contractor for which County may immediately terminate this Agreement.

42. ENTIRE AGREEMENT: The body of this Agreement and Exhibits "A", "B", "C", "D", "E", and "F", constitute the complete agreement between the parties, superseding all previous understandings, written or oral, and all other communications

between the parties relating to the subject matter of this Agreement. In the event of any conflict in the definition or interpretation of any word, responsibility, service, or schedule, between the body of this Agreement and the other referenced documents, or between such other documents, such conflict or inconsistency shall be resolved by giving precedence first to the body of this Agreement, and then to such other documents according to the following priority:

- A. Exhibit "A".
- B. Exhibit "B".
- C. Exhibit "C".
- D. Exhibit "D".
- E. Exhibit "E"
- F. Exhibit "F"

43. AUTHORIZATION WARRANTY: Contractor hereby represents and warrants that the person executing this Agreement for 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.

44. AUTHORITY TO USE COUNTY SPACE AND OTHER PROPERTY: In order to perform services hereunder and only for the performance of such services, Contractor is authorized to use County equipment (specified in Exhibit "E") and to use and occupy on a

nonexclusive basis the Guard Kiosk, on Olive Terrace, at LAC+USC Medical Center.

Contractor's use of County space at Medical Center is subject to the space use conditions set forth in Exhibit "F".

If, at any time during the term of this Agreement, any space indicated above is not utilized by Contractor for services hereunder, then such space shall be vacated by Contractor and may thereafter be used by County for any purpose.

45. PERFORMANCE REQUIREMENTS SUMMARY: Deductions from County's payments to Contractor shall be made for substandard performance of services hereunder. Conditions for application for these deductions are set forth in Exhibit "B".

46. EQUIPMENT REPLACEMENT: County shall replace, at its expense, any County equipment provided by County for Contractor personnel use which is damaged or worn out, when it has been determined by Director that the repair or further maintenance of such equipment is not economically feasible and that there has not been any fault or negligence on the part of Contractor. If Contractor is found by Director to have been at fault or negligent in the use, control, or maintenance of any such equipment, then Contractor shall pay County for all costs incurred by County to obtain and install replacement equipment, less normal depreciation on the equipment replaced, or Director may deduct such costs, less such depreciation, from any amounts due to Contractor from County.

47. REPORTS: Contractor shall make reports as required by Director concerning Contractor's activities and operations as they relate to this Agreement. In no event may County require such reports unless it has provided Contractor with at least thirty (30) calendar days prior written notification thereof. County shall provide Contractor with written procedures for reporting the required information.

48. FORM OF BUSINESS ORGANIZATION: Contractor shall prepare and submit to County's Department of Health Services, Contracts and Grants Division, 313 North Figueroa Street, Sixth Floor-East, Los Angeles, California 90012, within ten (10) days prior to the beginning date of this Agreement, an affidavit, sworn to and executed by Contractor's duly authorized officers, containing the following information:

(1) The form of Contractor's business organization, i.e., proprietorship, partnership, or corporation.

(2) A detailed statement indicating whether Contractor is totally or substantially owned by another business organization.

(3) A detailed statement indicating whether Contractor totally or partially owns any other organization that will be providing services, supplies, materials, or equipment to Contractor or in any manner does business with Contractor with respect to this Agreement.

49. CONTRACTOR'S OFFICES: Contractor's business offices are located at 3333 Wilshire Boulevard, Suite 604, Los Angeles, California 90010. Contractor shall notify in writing County's Department of Health Services, Contracts and Grants Division, 313 North Figueroa Street, Sixth Floor-East, Los Angeles, California 90012, of any change in its business address at least ten (10) days prior to the effective date thereof.

50. RESOLICITATION OF BIDS OR PROPOSALS: County, prior to expiration or earlier termination of this Agreement, may exercise its right to invite bids or request proposals for the continued provision of the services delivered or contemplated under this Agreement.

51. POSSIBLE TRANSFER OF COUNTY ADMINISTRATION OF AGREEMENT FROM DIRECTOR: As of the date of this Agreement's execution, there are negotiations underway between the Director and the Sheriff which may result in the transfer of the County administrative responsibility of Agreement for security services from Director to the Sheriff. At such time that such an understanding is reached, Director shall apprise Contractor in writing of the effective date of such transfer. On and after such date, Sheriff, rather than Director, shall be responsible for the administration of this Agreement, in accordance with the provisions hereof. Therefore, whenever the word "Director" appears in this Agreement it shall be deemed to refer to Sheriff.

52. NOTICES: Notices hereunder shall be in writing and shall be hand-delivered with signed receipt or mailed by first class, registered or certified mail, postage prepaid to the parties at the following addresses and to the attention of the persons named. Director shall have the authority to execute all notices which are required or permitted by County under this Agreement. Addresses and persons to be notified may be changed by either party by giving at least ten (10) days prior written notice thereof to the other party.

To Contractor: Burns International Security Services, Inc.
3333 Wilshire Blvd., Suite 604
Los Angeles, California 90010

Attention: John Phillips, General Manager

To County: 1. LAC+USC Medical Center
1200 North State Street
Los Angeles, California 90033

Attention: Executive Director

To County: 2. Northeast Network
1200 North State Street
Los Angeles, California 90033

Attention: Network Executive

To County: 3. South/West Network
7601 East Imperial Highway
Downey, California 90242

Attention: South/West Network Manager

To County: 4. Public Health Programs and Services
313 North Figueroa Street - Room 227
Los Angeles, California 90012

Attention: Board/Executive Assignment Liaison

To County: Department of Health Services
Contracts and Grants Division
313 North Figueroa Street, Sixth Floor East

Attention: Acting Division Chief

53. CLOSURE OR TRANSFER OF COUNTY FACILITY: During the term of this Agreement County's Board of Supervisors may determine it necessary for budget or other reason to close or transfer to others the operation of one or more of the County Facilities served by Contractor hereunder. If any such decision is made, Director shall give at least thirty (30) days prior written notice to Contractor thereof and the date Contractor's services will no longer be needed at such site(s). Following any such closure or transfer, Contractor shall continue to provide security services to remaining County Facilities listed in Agreement.

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Agreement 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

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EXHIBIT A

STATEMENT OF WORK

A. Definitions

1. Acceptable Quality Level ("AOL")

The AOL is the maximum allowable leeway or variance from a performance standard before County shall reject the specific service and may then make Unsatisfactory Performance Deductions from payment to Contractor, as described in Exhibit "B" (Performance Requirements Summary). The AOL for any service does not allow Contractor to knowingly offer unsatisfactory service, but rather recognizes that defective performance may sometimes occur. Failure to meet the AOL can result in a deduction from Contractor's monthly reimbursement.

2. Basic Monthly Charge

The Basic Monthly Charge is defined as the total number of hours worked per calendar month for all security employees by category rate and multiplied by Contractor's hourly rate for regular or overtime compensation, as appropriate. Additional security guard services requested by Director shall be compensated at Contractor's hourly rate of compensation for regular time or overtime multiplied by the number of security employees hours worked, as appropriate. Overtime hourly rate of compensation shall be paid to Contractor only: (1) for recognized Federal, State, and/or

County holidays for which Contractor would normally so compensate its employees and (2) for any hours in excess of eight (8) hours per calendar day worked by a security employee specifically requested by County.

3. Chief Executive Officer ("CEO")

The County Executive Officer at the Comprehensive Health Center ("CHC") or his/here duly authorized designee.

4. Chief of Safety Police ("Chief")

Chief of Safety Police, also referred to as Chief, is the County employed Chief of Safety Police at DHS or duly authorized designee, who shall have overall responsibility for the administration under Executive Director of security services throughout the Department.

5. Assistant Chief Safety Police

Assistant Chief, is a County employed position who shall under the Agreement be responsible for the day-to-day administration of the service.

6. Contract Discrepancy Report ("CDR")

Contract Discrepancy Report is a report used by County's Quality Assurance Evaluator to record contract information regarding discrepancies or problems with Contractor's performance. If Contractor's performance is judged by the

B. General Requirements

1. Scope of Work

a. Type of Service

Contractor shall provide unarmed uniformed security guards for coverage at Medical Center twenty-four (24) hours a day, seven (7) days a week and to the Comprehensive Health Centers, Public Health Centers, Community Health Centers, and the Office Buildings as identified in Schedule 1 of this Exhibit "A". The security guards' primary function shall be to provide pedestrian access control to throughout the County Facilities. Such coverage is itemized in the following Security Services Staffing Requirements Chart:

SECURITY SERVICES STAFFING REQUIREMENTS

MEDICAL CENTER:

LAC+USC MEDICAL CENTER*

<u>No. of Guards Per Shift</u>		<u>Daily Coverage</u>	<u>Weekly Hours</u>
24	AM:	7:30 a.m.- 4:00 p.m. 7 Days	1,344
33	PM:	3:30 p.m.-12:00 m.n. 7 Days	1,848
27	EM:	11:30 p.m.- 8:00 a.m. 7 Days	1,512

COMPREHENSIVE HEALTH CENTERS:

H. CLAUDE HUDSON COMPREHENSIVE HEALTH CENTER*

4	DS:	6:30 a.m.- 3:00 p.m. 7 Days	224
4	PM:	2:30 p.m.-11:00 p.m. 7 Days	224
2	EM:	10:30 p.m.- 7:00 a.m. 7 Days	112

HUBERT H. HUMPHREY COMPREHENSIVE HEALTH CENTER*

5	DS:	6:30 a.m.- 3:00 p.m. 7 Days	280
4	PM:	2:30 p.m.-11:00 p.m. 7 Days	224
2	EM:	10:30 p.m.- 7:00 a.m. 7 Days	112

PUBLIC HEALTH CENTERS:

GLENDALE HEALTH CENTER

1	DS:	7:00 a.m.- 3:30 p.m. 5 Days	40
1		9:30 a.m.- 6:00 p.m. 5 Days	40

HOLLYWOOD-WILSHIRE HEALTH CENTER**

1	DS:	7:00 a.m. - 4:00 p.m. 5 Days	40
1		9:00 a.m. - 6:00 p.m. 5 Days	40

MONROVIA HEALTH CENTER***

1	DS:	7:00 a.m. - 1:00 p.m. 5 Days	30
1		1:00 p.m. - 6:00 p.m. 5 Days	25

PACOIMA HEALTH CENTER

1	DS:	7:30 a.m. - 4:00 p.m. 5 Days	40
1		9:30 a.m. - 6:00 p.m. 5 Days	40

POMONA HEALTH CENTER

1	DS:	7:00 a.m. - 3:30 p.m. 5 Days	40
1		9:30 a.m. - 6:00 p.m. 5 Days	40

SOUTH HEALTH CENTER

1	DS:	7:00 a.m. - 3:30 p.m. 5 Days	40
1		8:00 a.m. - 4:30 p.m. 5 Days	40
1		9:30 a.m. - 6:00 p.m. 5 Days	40

CURTIS R. TUCKER HEALTH CENTER**

1	DS:	7:00 a.m. - 4:00 p.m. 5 Days	40
1		8:00 a.m. - 5:00 p.m. 5 Days	40

WHITTIER HEALTH CENTER***

1	DS:	7:00 a.m. 2:00 p.m. 5 Days	35
1		12:00 n.n.-6:00 p.m. 5 Days	30

WILMINGTON HEALTH CENTER**

1	DS:	8:00 a.m.- 5:00 p.m. 5 Days	40
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COMMUNITY HEALTH CENTERS:

BURBANK HEALTH CENTER

1	DS:	7:00 a.m.- 3:30 p.m. 5 Days	40
1		9:30 a.m.- 6:00 p.m. 5 Days	40

NORTH HOLLYWOOD HEALTH CENTER

1	DS:	8:00 a.m.- 4:30 p.m. 5 Days	40
1		9:30 a.m.- 6:00 p.m. 5 Days	40

TUJUNGA HEALTH CENTER**

1	DS:	7:00 a.m.- 4:00 p.m. 5 Days	40
1		8:00 a.m.- 5:00 p.m. 5 Days	40

SAN FERNANDO HEALTH CENTER

1	EM:	11:30 p.m.-8:00 a.m. 5 Days	40
1	DS:	7:30 A.m.- 4:00 p.m. 5 Days	40
1	PM:	3:30 p.m.-12:00 m.m. 5 Days	40

COMPTON HEALTH CENTER

1	DS:	7:00 a.m. - 3:30 p.m. 5 Days	40
1	DS:	9:30 a.m. - 6:00 p.m. 5 Days	40

DOLLARHIDE HEALTH CENTER

1	DS:	8:00 a.m. - 4:30 p.m. 5 Days	40
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FLORENCE-FIRESTONE HEALTH CENTER

1	DS:	7:00 a.m. - 3:30 p.m. 5 Days	40
1		9:30 a.m. - 6:00 p.m. 5 Days	40

IMPERIAL HEIGHTS HEALTH CENTER

1	DS:	7:00 a.m. - 3:30 p.m. 5 Days	40
1		10:30 a.m. - 7:00 p.m. 5 Days	40

LAWNDALE HEALTH CENTER

1	DS:	7:30 a.m. - 4:00 p.m. 5 Days	40
1		8:30 a.m. - 5:00 p.m. 5 Days	40

SAN ANTONIO HEALTH CENTER

1	DS:	7:00 a.m. - 3:30 p.m. 5 Days	40
1		9:00 a.m. - 5:30 p.m. 5 Days	40

BELLFLOWER HEALTH CENTER**

1	DS:	8:00 a.m. - 5:00 p.m. 5 Days	40
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HARBOR HEALTH CENTER

1	DS:	8:00 a.m. - 4:30 p.m. 5 Days	40
---	-----	---------------------------------	----

HAWAIIAN GARDENS HEALTH CENTER

1 DS: 8:00 a.m. - 4:30 p.m. 40
5 Days

NORWALK HEALTH CENTER

1 DS: 8:00 a.m. - 4:30 p.m. 40
5 Days

TORRANCE HEALTH CENTER***

1 DS: 7:00 a.m. - 1:00 p.m. 30
5 Days

1 DS: 1:00 p.m. - 6:00 p.m. 25
5 Days

ALHAMBRA HEALTH CENTER

1 DS: 8:00 a.m. - 4:30 p.m. 40
5 Days

1 DS: 9:30 a.m. - 6:00 p.m. 40
5 Days

AZUSA HEALTH CENTER

1 DS: 7:00 a.m. - 3:30 p.m. 40
5 Days

1 DS: 9:30 a.m. - 6:00 p.m. 40
5 Days

LA PUENTE HEALTH CENTER

1 DS: 7:30 a.m. - 4:00 p.m. 40
5 Days

1 DS: 9:30 a.m. - 6:00 p.m. 40
5 Days

PICO RIVERA HEALTH CENTER

1 DS: 7:00 a.m. - 3:30 p.m. 40
5 Days

1 DS: 8:00 a.m. - 4:30 p.m. 40
5 Days

RUTH TEMPLE HEALTH CENTER

1	DS:	6:30 a.m.- 3:00 p.m. 5 Days	40
2	DS:	9:00 a.m.- 5:30 p.m. 5 Days	40

OFFICE BUILDINGS:

CALIFORNIA CHILDREN SERVICES**

1	DS:	8:00 a.m.- 5:00 p.m. 5 Days	40
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FERGUSON BUILDING

1	DS:	7:30 a.m.-4:00 p.m. 7 Days	56
		8:00 p.m.-4:30 p.m. 5 Days	40
1	PM:	3:30 p.m.-12:00 m.n. 7 Days	56
1	EM:	11:30 p.m.-8:00 a.m. 7 Days	56

CONTRACTOR SUPERVISION:

POST COMMANDERS

1	DS:	7:30 a.m.-4:00 p.m. 5 Days	40
2	DS:	6:30 a.m.-3:00 p.m. 5 Days	40

WATCH COMMANDERS

1	DS:	7:30 a.m.-4:00 p.m. 7 Days	56
1	PM:	3:30 p.m.-11:00 p.n. 7 Days	56
1	EM:	11:30 p.m.-7:00 a.m. 7 Days	56

FIELD SUPERVISOR - (Level 2)

1	DS: 6:00 a.m.-2:30 p.m. 5 Days	40
<u>1</u>	9:00 a.m.-5:30 p.m. 5 Days	<u>40</u>
176		8,744

Legend:

- * Various eight (8) hour shifts, worked seven (7) days per week, including one-half hour lunch or meal period and two (2) fifteen (15) minute breaks. (Lunch or meal periods shall not be counted in or included among the shift hours billable to County hereunder).
- ** Various eight (8) hour shifts, worked five (5) days per week, including one (1) hour lunch, and two (2) fifteen (15) minute breaks. (Lunch or meal periods shall not be counted in or included among the shift hours billable to County hereunder).
- *** Various shifts worked less than eight (8) hours per day, five (5) days per week, including one (1) fifteen minute break, but excluding a lunch period.

DS = Day Shift
EM = Early Morning
MN = Mid Night
NN = Noon

Executive Director may reduce the number of security guards for any and all shifts as determined by Executive Director. Executive Director shall notify Contractor in writing prior to any such reductions.

Executive Director may request in writing additional security guards to cover an eight (8) hour shift. However, Executive Director shall exercise this power only in the event of an unusual circumstance or emergency. If possible, Executive Director shall attempt to notify Contractor in writing of the County need for the additional security guard(s) at least five (5) calendar days in advance of any such need.

b. County holidays are

New Year's Day, Martin Luther King, Jr., Birthday, President's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, the Friday following Thanksgiving, and Christmas Day. The CCA will provide Contractor with a list of holidays for the succeeding year prior to January 1 of that year.

c. Emergencies

Contractor shall be responsible for:

- Observing, reporting, and/or summoning safety

police personnel, if any emergency or unusual circumstance warrants it.

- Observing, reporting, and following all Medical Center and County Facilities established procedures, under the direction of safety police supervisions, dealing with emergencies, including Emergency Preparedness Training procedures.
- Observing, reporting, and performing, under the direction of safety police supervision, other necessary functions in the event of civil disturbances, attempts to commit sabotage, or any other act which threatens the security or safety of the Medical Center, and County Facilities, their employees, property, and the general public.

2. Personnel Requirements

a. Key County Personnel

(1) Executive Director

See Section A (Definitions) of this Exhibit.

(2) County's Chief of Safety Police

See Section A (Definitions) of this Exhibit.

(3) County's Contract Administrator (CCA)

See Section A (Definitions) of this Exhibit.

b. Key Contractor Personnel

Project Manager: Contractor shall maintain an office in Los Angeles County and further agree to make a senior representative (i.e., Project Manager) available to the CCA and Chief of Safety Police at all times for the solution of problems and for the effective functioning of Contractor's security personnel.

Project Manager shall meet with the Chief weekly or as often as the Chief determines is necessary.

At least five (5) working days prior to the commencement date of services under this Agreement, Contractor shall submit to CCA the names of at least two (2) representatives who are authorized to act as Project Manager for Contractor in every detail at all times.

c. Back-up Personnel

Contractor shall have available, at all times, at least an adequate number of security guards, who have full County security clearance as back-up for guard illnesses, holidays, or other absences. Back-up personnel shall be provided by Contractor, within two (2) hours of notification by the Chief of Safety Police. County reserves the right to refuse any employee which the Chief of Safety Police determines to

be unsuitable for employment based on requirements set forth in this Agreement.

3. County Administrative Controls

The Chief of Safety Police shall provide direct supervision to Contractor's security guards including provision of post orders and security guard performance reviews.

4. Employee Health Standards

Contractor shall ensure that all its personnel satisfy the health standards set forth in this Exhibit.

5. Employee Records

Contractor shall keep a current and accurate list of all its employees providing services at the Medical Center for Executive Director's review at any time upon request. The list shall include each employee's name, date of employment, current address, phone number, date of latest health exam and any doctor's statements, evidence of certification in cardiopulmonary resuscitation, first aid, PR 24 Baton or equivalent training, Guard Card from the State Department of Consumer Affairs, information on security and background checks, Social Security card, and any additional data on background, behavior, or job performance.

6. Uniforms

Security guards shall wear uniforms that have been approved in advance by the Chief of Safety Police. Such uniforms for guards shall consist of the following items unless otherwise required under the terms of this Agreement.

- a. Slacks/skirt
- b. Blouse/shirt
- c. Belt - solid black
- d. Tie - solid black (on request)
- e. Tie bar
- f. Socks - solid black
- g. Shoes - solid black, leather, hard sole
- h. Shoulder patches, as required by the California State Department of Consumer Affairs, on both arms of uniform
- i. Rain gear (as needed)
- j. Name tags
- k. Jacket, blazer-type with company insignia

7. Equipment

Security guards shall be equipped with the following items:

- a. Notebook with pencil/pen
- b. Key Snap (black)
- c. 1 heavy-duty 3-cell Flashlight (batteries provided by Contractor)

- d. Badge
- e. Clip Board or Posse Box
- f. Sam Brown Belt
- g. Handcuff/case and Key
- h. 4 Keepers
- i. Vest (Optional)
- j. 183 Working radios and radio holders
- k. Airwaves charges and maintenance service fees for the two vehicles radios, and hand-held radios required under this Agreement will be paid for by the contractor. All costs related to the radios that Contractor provides the County (replacement, batteries, battery chargers licensing, etc.), shall be incurred by the Contractor.
- l. 2 vehicles
- m. Maintenance program for vehicles

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

8. Use of Alcoholic Beverages/Drugs

The use or possession of alcoholic beverages or illegal drugs by Contractor personnel while at Medical Center or County Facilities is strictly forbidden. Any violation shall be cause for immediate removal of the offender(s) by Contractor or County from further work at Medical Center or County Facilities.

9. Smoking

Medical Center and County Facilities are a non-smoking facilities. Security personnel shall comply with County Facilities policies regarding smoking.

10. Visitors

Contractor's employees may not bring visitors into Medical Center or County Facilities.

11. Minimum Standards for Contractor's Security Guards

a. Personnel Standards

Contractor's Security Guards shall meet the following standards:

- (1) Be a United States Citizen or permanent resident alien and be able to read, write, and speak English.

- (2) Have a high school general education or equivalent.
- (3) Be at least 18 years of age.
- (4) Have a Social Security Card (original copy).

In addition to the above, Contractor's Security Guards must:

- (5) Have successfully completed and maintain during the term of this Agreement, the following:
 - (a) Cardiopulmonary resuscitation card (8 hours)
 - (b) Red Cross first aid certificate (8 hours)
 - (c) Current Guard Card from the State Department of Consumer Affairs
- (6) Be in good general health without physical defects or abnormalities which would interfere with the performance of required duties. Contractor, at its own expense, shall have each of its employees who performs services under this Agreement examined for fitness by a licensed physician and shall provide written certification to the Division Commander that each of its employees who performs services hereunder is free from contagious disease, is immunized against common communicable diseases, and is physically capable to perform such services. All employees hired by

Contractor for assignment at Medical Center must undergo a physical examination at Contractor's expense before commencing services and annually thereafter. Such physical examination shall include at least the following: TB test, (if the test is positive a chest X-ray shall be provided), CBC, urinalysis, and rubella, RPR, Hepatitis B, vision and other tests, as requested by the Chief of Safety Police, designed to control the spread of infectious disease. The Chief of Safety Police shall request additional tests only as required by Federal, State, or local government or by other official regulatory agency. Results of physical examinations and employee's medical records must be available to the CCA or his/her designee upon request. Results of physical examinations and employee's medical records must be available to the CCA or his/her designee upon request at Contractor's business offices or in the Guard Kiosk.

No later than Fifteen (15) calendar days prior to the commencement date of this Agreement, and annually thereafter, Contractor shall submit a list of names of the security personnel who shall

provide services under the Agreement to the Chief of Safety Police which must include the above information. Contractor shall also provide this information for all security personnel who are subsequently assigned to perform services under the Agreement as soon as they are assigned.

- (7) Be able to perform normal duties. Security guard duties require moderate to arduous physical exertion, including such activities as:
- (a) Standing or walking for an entire shift.
 - (b) Climbing stairs.
 - (c) Lifting or carrying objects weighing up to 50 lbs.
 - (d) Running for short distances.
 - (e) Self defense.

b. Application Requirements

The following information shall be submitted for each applicant to the Chief of Safety Police:

- 1) Application
- 2) Current Guard Card issued by the State Department of Consumer Affairs.

- 3) Evidence of completion of training requirements as described in this Exhibit.
- 4) A listing of a candidate's present or last job first, then all jobs held and any periods of unemployment in the past three (3) years. Also a listing of security experience including any interviews with employers in the last seven (7) years.
- 5) If relevant, a listing of all military experience (regular or reserve) including a copy of candidate's selective service card or if the candidate has served in the military, military discharge papers DD214.
- 6) An official DMV-driving record readout.
- 7) The candidate's credit history documented via a TRW, TransCon, or similar type of credit history company. (Any pattern of unreasonable behavior will be grounds for rejection.)

The Chief of Safety Police shall review all of the information for each applicant and make a decision on behalf of County on the acceptability of Contractor's candidate.

c. Security Clearance

In addition to Contractor's background clearance requirements, Contractor's security personnel who perform services hereunder shall be subject to a Department of Health Services security clearance screening unless such security personnel currently possess current County security clearance. Such County clearance screening shall occur after the Division Commander of Safety Police has determined that the security guard is acceptable after reviewing the candidate's employee file as described hereinbelow and after assignment to Facility. The County clearance shall generally consist of forwarding records for Contractor's security guards, including fingerprints to the State of California. A finding adverse to the candidate resulting from the background investigation shall require Contractor to withdraw the candidate from service on County premises.

Contractor shall provide the CCA with a copy of each employee's personnel file, including all background information. The CCA shall maintain a centralized file of the records.

Contractor shall reimburse County for the actual cost such Department of Health Services screening. The actual cost has been calculated to be One Hundred and Seventy-Five Dollars (\$175) per candidate. This amount shall be charged and payable by the Contractor even if the guard fails the clearance.

Guards who have been convicted in any of the following will not be accepted:

- Any felony conviction
- Any high grade misdemeanor conviction
- Any sex conviction
- Any military conduct that involved dishonorable discharge, bad conduct, or an undesirable discharge
- Convictions of drunk or reckless driving or three convictions of exceeding the speed limit over the last three (3) years

d. Personnel Experience Requirements

Security experience is required as follows: Project Manager - three (3) years paid security manager experience; Security Guard - security guard experience is preferable, although not required.

e. Appearance

Contractor shall ensure that the appearance, bearing, and general deportment of the security guards are of a high standard and meet the following requirements of County:

- (1) Uniforms must always be clean, pressed, and in good repair.
- (2) Head and facial hair must be neat, clean, and well groomed. Exaggerated hair styles that detract from the uniform image are not acceptable. Mustaches and sideburns must be modest and well groomed. Beards are not acceptable.
- (3) Shoes must be clean and polished and must conform to the uniform image.
- (4) Guards shall be clean and free from offensive body odor.
- (5) Earrings on males are not acceptable.

f. Standards of Conduct

Contractor will ensure that a high standard of conduct is maintained by security personnel performing services

EXHIBIT A

STATEMENT OF WORK

A. Definitions

1. Acceptable Quality Level ("AOL")

The AOL is the maximum allowable leeway or variance from a performance standard before County shall reject the specific service and may then make Unsatisfactory Performance Deductions from payment to Contractor, as described in Exhibit "B" (Performance Requirements Summary). The AOL for any service does not allow Contractor to knowingly offer unsatisfactory service, but rather recognizes that defective performance may sometimes occur. Failure to meet the AOL can result in a deduction from Contractor's monthly reimbursement.

2. Basic Monthly Charge

The Basic Monthly Charge is defined as the total number of hours worked per calendar month for all security employees by category rate and multiplied by Contractor's hourly rate for regular or overtime compensation, as appropriate. Additional security guard services requested by Director shall be compensated at Contractor's hourly rate of compensation for regular time or overtime multiplied by the number of security employees hours worked, as appropriate. Overtime hourly rate of compensation shall be paid to Contractor only: (1) for recognized Federal, State, and/or

County holidays for which Contractor would normally so compensate its employees and (2) for any hours in excess of eight (8) hours per calendar day worked by a security employee specifically requested by County.

3. Chief Executive Officer ("CEO")

The County Executive Officer at the Comprehensive Health Center ("CHC") or his/here duly authorized designee.

4. Chief of Safety Police ("Chief")

Chief of Safety Police, also referred to as Chief, is the County employed Chief of Safety Police at DHS or duly authorized designee, who shall have overall responsibility for the administration under Executive Director of security services throughout the Department.

5. Assistant Chief Safety Police

Assistant Chief, is a County employed position who shall under the Agreement be responsible for the day-to-day administration of the service.

6. Contract Discrepancy Report ("CDR")

Contract Discrepancy Report is a report used by County's Quality Assurance Evaluator to record contract information regarding discrepancies or problems with Contractor's performance. If Contractor's performance is judged by the

Quality Assurance Evaluator as unsatisfactory, he/she shall forward a CDR to Contractor for its response.

7. Contract Term

This Agreement is effective on April 1, 1997 and shall remain in full force and effect unless sooner cancelled or terminated, to March 31, 2001.

8. County

County is the government entity, the County of Los Angeles.

9. County Contract Administrator ("CCA")

The CCA is a County employee designated by CEO and who is generally responsible for the contract and any questions arising from it.

10. Director

The Director is the Director of County's Department of Health Services, or his/her duly authorized designee.

11. Executive Director

The Executive Director is the Executive Director of the LAC+USC Medical Center, ("Medical Center") or his/her duly authorized designee.

B. General Requirements

1. Scope of Work

a. Type of Service

Contractor shall provide unarmed uniformed security guards for coverage at Medical Center twenty-four (24) hours a day, seven (7) days a week and to the Comprehensive Health Centers, Public Health Centers, Community Health Centers, and the Office Buildings as identified in Schedule 1 of this Exhibit "A". The security guards' primary function shall be to provide pedestrian access control to throughout the County Facilities. Such coverage is itemized in the following Security Services Staffing Requirements Chart:

SECURITY SERVICES STAFFING REQUIREMENTS

MEDICAL CENTER:

LAC+USC MEDICAL CENTER*

<u>No. of Guards Per Shift</u>		<u>Daily Coverage</u>	<u>Weekly Hours</u>
24	AM:	7:30 a.m. - 4:00 p.m. 7 Days	1,344
33	PM:	3:30 p.m. - 12:00 m.n. 7 Days	1,848
27	EM:	11:30 p.m. - 8:00 a.m. 7 Days	1,512

COMPREHENSIVE HEALTH CENTERS:

H. CLAUDE HUDSON COMPREHENSIVE HEALTH CENTER*

4	DS:	6:30 a.m. - 3:00 p.m. 7 Days	224
4	PM:	2:30 p.m. - 11:00 p.m. 7 Days	224
2	EM:	10:30 p.m. - 7:00 a.m. 7 Days	112

HUBERT H. HUMPHREY COMPREHENSIVE HEALTH CENTER*

5	DS:	6:30 a.m. - 3:00 p.m. 7 Days	280
4	PM:	2:30 p.m. - 11:00 p.m. 7 Days	224
2	EM:	10:30 p.m. - 7:00 a.m. 7 Days	112

PUBLIC HEALTH CENTERS:

GLENDALE HEALTH CENTER

1	DS:	7:00 a.m. - 3:30 p.m. 5 Days	40
1		9:30 a.m. - 6:00 p.m. 5 Days	40

HOLLYWOOD-WILSHIRE HEALTH CENTER**

1	DS:	7:00 a.m. - 4:00 p.m. 5 Days	40
1		9:00 a.m. - 6:00 p.m. 5 Days	40

MONROVIA HEALTH CENTER***

1	DS:	7:00 a.m. - 1:00 p.m. 5 Days	30
1		1:00 p.m. - 6:00 p.m. 5 Days	25

PACOIMA HEALTH CENTER

1	DS:	7:30 a.m. - 4:00 p.m. 5 Days	40
1		9:30 a.m. - 6:00 p.m. 5 Days	40

POMONA HEALTH CENTER

1	DS:	7:00 a.m. - 3:30 p.m. 5 Days	40
1		9:30 a.m. - 6:00 p.m. 5 Days	40

SOUTH HEALTH CENTER

1	DS:	7:00 a.m. - 3:30 p.m. 5 Days	40
1		8:00 a.m. - 4:30 p.m. 5 Days	40
1		9:30 a.m. - 6:00 p.m. 5 Days	40

CURTIS R. TUCKER HEALTH CENTER**

1	DS:	7:00 a.m. - 4:00 p.m. 5 Days	40
1		8:00 a.m. - 5:00 p.m. 5 Days	40

WHITTIER HEALTH CENTER***

1	DS:	7:00 a.m. 2:00 p.m. 5 Days	35
1		12:00 n.n.-6:00 p.m. 5 Days	30

WILMINGTON HEALTH CENTER**

1	DS:	8:00 a.m.- 5:00 p.m. 5 Days	40
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COMMUNITY HEALTH CENTERS:

BURBANK HEALTH CENTER

1	DS:	7:00 a.m.- 3:30 p.m. 5 Days	40
1		9:30 a.m.- 6:00 p.m. 5 Days	40

NORTH HOLLYWOOD HEALTH CENTER

1	DS:	8:00 a.m.- 4:30 p.m. 5 Days	40
1		9:30 a.m.- 6:00 p.m. 5 Days	40

TUJUNGA HEALTH CENTER**

1	DS:	7:00 a.m.- 4:00 p.m. 5 Days	40
1		8:00 a.m.- 5:00 p.m. 5 Days	40

SAN FERNANDO HEALTH CENTER

1	EM:	11:30 p.m.-8:00 a.m. 5 Days	40
1	DS:	7:30 A.m.- 4:00 p.m. 5 Days	40
1	PM:	3:30 p.m.-12:00 m.m. 5 Days	40

COMPTON HEALTH CENTER

1	DS:	7:00 a.m. - 3:30 p.m. 5 Days	40
1	DS:	9:30 a.m. - 6:00 p.m. 5 Days	40

DOLLARHIDE HEALTH CENTER

1	DS:	8:00 a.m. - 4:30 p.m. 5 Days	40
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FLORENCE-FIRESTONE HEALTH CENTER

1	DS:	7:00 a.m. - 3:30 p.m. 5 Days	40
1		9:30 a.m. - 6:00 p.m. 5 Days	40

IMPERIAL HEIGHTS HEALTH CENTER

1	DS:	7:00 a.m. - 3:30 p.m. 5 Days	40
1		10:30 a.m. - 7:00 p.m. 5 Days	40

LAWNDALE HEALTH CENTER

1	DS:	7:30 a.m. - 4:00 p.m. 5 Days	40
1		8:30 a.m. - 5:00 p.m. 5 Days	40

SAN ANTONIO HEALTH CENTER

1	DS:	7:00 a.m. - 3:30 p.m. 5 Days	40
1		9:00 a.m. - 5:30 p.m. 5 Days	40

BELLFLOWER HEALTH CENTER**

1	DS:	8:00 a.m. - 5:00 p.m. 5 Days	40
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HARBOR HEALTH CENTER

1	DS:	8:00 a.m. - 4:30 p.m. 5 Days	40
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HAWAIIAN GARDENS HEALTH CENTER

1 DS: 8:00 a.m. - 4:30 p.m. 40
5 Days

NORWALK HEALTH CENTER

1 DS: 8:00 a.m. - 4:30 p.m. 40
5 Days

TORRANCE HEALTH CENTER***

1 DS: 7:00 a.m. - 1:00 p.m. 30
5 Days

1 DS: 1:00 p.m. - 6:00 p.m. 25
5 Days

ALHAMBRA HEALTH CENTER

1 DS: 8:00 a.m. - 4:30 p.m. 40
5 Days

1 DS: 9:30 a.m. - 6:00 p.m. 40
5 Days

AZUSA HEALTH CENTER

1 DS: 7:00 a.m. - 3:30 p.m. 40
5 Days

1 DS: 9:30 a.m. - 6:00 p.m. 40
5 Days

LA PUENTE HEALTH CENTER

1 DS: 7:30 a.m. - 4:00 p.m. 40
5 Days

1 DS: 9:30 a.m. - 6:00 p.m. 40
5 Days

PICO RIVERA HEALTH CENTER

1 DS: 7:00 a.m. - 3:30 p.m. 40
5 Days

1 DS: 8:00 a.m. - 4:30 p.m. 40
5 Days

RUTH TEMPLE HEALTH CENTER

1	DS:	6:30 a.m.- 3:00 p.m. 5 Days	40
2	DS:	9:00 a.m.- 5:30 p.m. 5 Days	40

OFFICE BUILDINGS:

CALIFORNIA CHILDREN SERVICES**

1	DS:	8:00 a.m.- 5:00 p.m. 5 Days	40
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FERGUSON BUILDING

1	DS:	7:30 a.m.-4:00 p.m. 7 Days	56
		8:00 p.m.-4:30 p.m. 5 Days	40
1	PM:	3:30 p.m.-12:00 m.n. 7 Days	56
1	EM:	11:30 p.m.-8:00 a.m. 7 Days	56

CONTRACTOR SUPERVISION:

POST COMMANDERS

1	DS:	7:30 a.m.-4:00 p.m. 5 Days	40
2	DS:	6:30 a.m.-3:00 p.m. 5 Days	40

WATCH COMMANDERS

1	DS:	7:30 a.m.-4:00 p.m. 7 Days	56
1	PM:	3:30 p.m.-11:00 p.n. 7 Days	56
1	EM:	11:30 p.m.-7:00 a.m. 7 Days	56

FIELD SUPERVISOR - (Level 2)

1	DS: 6:00 a.m.-2:30 p.m. 5 Days	40
<u>1</u>	9:00 a.m.-5:30 p.m. 5 Days	<u>40</u>
176		8,744

Legend:

- * Various eight (8) hour shifts, worked seven (7) days per week, including one-half hour lunch or meal period and two (2) fifteen (15) minute breaks. (Lunch or meal periods shall not be counted in or included among the shift hours billable to County hereunder).
- ** Various eight (8) hour shifts, worked five (5) days per week, including one (1) hour lunch, and two (2) fifteen (15) minute breaks. (Lunch or meal periods shall not be counted in or included among the shift hours billable to County hereunder).
- *** Various shifts worked less than eight (8) hours per day, five (5) days per week, including one (1) fifteen minute break, but excluding a lunch period.

DS = Day Shift
EM = Early Morning
MN = Mid Night
NN = Noon

Executive Director may reduce the number of security guards for any and all shifts as determined by Executive Director. Executive Director shall notify Contractor in writing prior to any such reductions.

Executive Director may request in writing additional security guards to cover an eight (8) hour shift. However, Executive Director shall exercise this power only in the event of an unusual circumstance or emergency. If possible, Executive Director shall attempt to notify Contractor in writing of the County need for the additional security guard(s) at least five (5) calendar days in advance of any such need.

b. County holidays are

New Year's Day, Martin Luther King, Jr., Birthday, President's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, the Friday following Thanksgiving, and Christmas Day. The CCA will provide Contractor with a list of holidays for the succeeding year prior to January 1 of that year.

c. Emergencies

Contractor shall be responsible for:

- Observing, reporting, and/or summoning safety

police personnel, if any emergency or unusual circumstance warrants it.

- Observing, reporting, and following all Medical Center and County Facilities established procedures, under the direction of safety police supervisions, dealing with emergencies, including Emergency Preparedness Training procedures.

- Observing, reporting, and performing, under the direction of safety police supervision, other necessary functions in the event of civil disturbances, attempts to commit sabotage, or any other act which threatens the security or safety of the Medical Center, and County Facilities, their employees, property, and the general public.

2. Personnel Requirements

a. Key County Personnel

(1) Executive Director

See Section A (Definitions) of this Exhibit.

(2) County's Chief of Safety Police

See Section A (Definitions) of this Exhibit.

(3) County's Contract Administrator (CCA)

See Section A (Definitions) of this Exhibit.

b. Key Contractor Personnel

Project Manager: Contractor shall maintain an office in Los Angeles County and further agree to make a senior representative (i.e., Project Manager) available to the CCA and Chief of Safety Police at all times for the solution of problems and for the effective functioning of Contractor's security personnel.

Project Manager shall meet with the Chief weekly or as often as the Chief determines is necessary.

At least five (5) working days prior to the commencement date of services under this Agreement, Contractor shall submit to CCA the names of at least two (2) representatives who are authorized to act as Project Manager for Contractor in every detail at all times.

c. Back-up Personnel

Contractor shall have available, at all times, at least an adequate number of security guards, who have full County security clearance as back-up for guard illnesses, holidays, or other absences. Back-up personnel shall be provided by Contractor, within two (2) hours of notification by the Chief of Safety Police. County reserves the right to refuse any employee which the Chief of Safety Police determines to

be unsuitable for employment based on requirements set forth in this Agreement.

3. County Administrative Controls

The Chief of Safety Police shall provide direct supervision to Contractor's security guards including provision of post orders and security guard performance reviews.

4. Employee Health Standards

Contractor shall ensure that all its personnel satisfy the health standards set forth in this Exhibit.

5. Employee Records

Contractor shall keep a current and accurate list of all its employees providing services at the Medical Center for Executive Director's review at any time upon request. The list shall include each employee's name, date of employment, current address, phone number, date of latest health exam and any doctor's statements, evidence of certification in cardiopulmonary resuscitation, first aid, PR 24 Baton or equivalent training, Guard Card from the State Department of Consumer Affairs, information on security and background checks, Social Security card, and any additional data on background, behavior, or job performance.

6. Uniforms

Security guards shall wear uniforms that have been approved in advance by the Chief of Safety Police. Such uniforms for guards shall consist of the following items unless otherwise required under the terms of this Agreement.

- a. Slacks/skirt
- b. Blouse/shirt
- c. Belt - solid black
- d. Tie - solid black (on request)
- e. Tie bar
- f. Socks - solid black
- g. Shoes - solid black, leather, hard sole
- h. Shoulder patches, as required by the California State Department of Consumer Affairs, on both arms of uniform
- i. Rain gear (as needed)
- j. Name tags
- k. Jacket, blazer-type with company insignia

7. Equipment

Security guards shall be equipped with the following items:

- a. Notebook with pencil/pen
- b. Key Snap (black)
- c. 1 heavy-duty 3-cell Flashlight (batteries provided by Contractor)

- d. Badge
- e. Clip Board or Posse Box
- f. Sam Brown Belt
- g. Handcuff/case and Key
- h. 4 Keepers
- i. Vest (Optional)
- j. 183 Working radios and radio holders
- k. Airwaves charges and maintenance service fees for the two vehicles radios, and hand-held radios required under this Agreement will be paid for by the contractor. All costs related to the radios that Contractor provides the County (replacement, batteries, battery chargers licensing, etc.), shall be incurred by the Contractor.
- l. 2 vehicles
- m. Maintenance program for vehicles

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

8. Use of Alcoholic Beverages/Drugs

The use or possession of alcoholic beverages or illegal drugs by Contractor personnel while at Medical Center or County Facilities is strictly forbidden. Any violation shall be cause for immediate removal of the offender(s) by Contractor or County from further work at Medical Center or County Facilities.

9. Smoking

Medical Center and County Facilities are a non-smoking facilities. Security personnel shall comply with County Facilities policies regarding smoking.

10. Visitors

Contractor's employees may not bring visitors into Medical Center or County Facilities.

11. Minimum Standards for Contractor's Security Guards

a. Personnel Standards

Contractor's Security Guards shall meet the following standards:

- (1) Be a United States Citizen or permanent resident alien and be able to read, write, and speak English.

- (2) Have a high school general education or equivalent.
- (3) Be at least 18 years of age.
- (4) Have a Social Security Card (original copy).

In addition to the above, Contractor's Security Guards must:

- (5) Have successfully completed and maintain during the term of this Agreement, the following:
 - (a) Cardiopulmonary resuscitation card (8 hours)
 - (b) Red Cross first aid certificate (8 hours)
 - (c) Current Guard Card from the State Department of Consumer Affairs
- (6) Be in good general health without physical defects or abnormalities which would interfere with the performance of required duties. Contractor, at its own expense, shall have each of its employees who performs services under this Agreement examined for fitness by a licensed physician and shall provide written certification to the Division Commander that each of its employees who performs services hereunder is free from contagious disease, is immunized against common communicable diseases, and is physically capable to perform such services. All employees hired by

Contractor for assignment at Medical Center must undergo a physical examination at Contractor's expense before commencing services and annually thereafter. Such physical examination shall include at least the following: TB test, (if the test is positive a chest X-ray shall be provided), CBC, urinalysis, and rubella, RPR, Hepatitis B, vision and other tests, as requested by the Chief of Safety Police, designed to control the spread of infectious disease. The Chief of Safety Police shall request additional tests only as required by Federal, State, or local government or by other official regulatory agency. Results of physical examinations and employee's medical records must be available to the CCA or his/her designee upon request. Results of physical examinations and employee's medical records must be available to the CCA or his/her designee upon request at Contractor's business offices or in the Guard Kiosk.

No later than Fifteen (15) calendar days prior to the commencement date of this Agreement, and annually thereafter, Contractor shall submit a list of names of the security personnel who shall

provide services under the Agreement to the Chief of Safety Police which must include the above information. Contractor shall also provide this information for all security personnel who are subsequently assigned to perform services under the Agreement as soon as they are assigned.

- (7) Be able to perform normal duties. Security guard duties require moderate to arduous physical exertion, including such activities as:
- (a) Standing or walking for an entire shift.
 - (b) Climbing stairs.
 - (c) Lifting or carrying objects weighing up to 50 lbs.
 - (d) Running for short distances.
 - (e) Self defense.

b. Application Requirements

The following information shall be submitted for each applicant to the Chief of Safety Police:

- 1) Application
- 2) Current Guard Card issued by the State Department of Consumer Affairs.

- 3) Evidence of completion of training requirements as described in this Exhibit.
- 4) A listing of a candidate's present or last job first, then all jobs held and any periods of unemployment in the past three (3) years. Also a listing of security experience including any interviews with employers in the last seven (7) years.
- 5) If relevant, a listing of all military experience (regular or reserve) including a copy of candidate's selective service card or if the candidate has served in the military, military discharge papers DD214.
- 6) An official DMV-driving record readout.
- 7) The candidate's credit history documented via a TRW, TransCon, or similar type of credit history company. (Any pattern of unreasonable behavior will be grounds for rejection.)

The Chief of Safety Police shall review all of the information for each applicant and make a decision on behalf of County on the acceptability of Contractor's candidate.

c. Security Clearance

In addition to Contractor's background clearance requirements, Contractor's security personnel who perform services hereunder shall be subject to a Department of Health Services security clearance screening unless such security personnel currently possess current County security clearance. Such County clearance screening shall occur after the Division Commander of Safety Police has determined that the security guard is acceptable after reviewing the candidate's employee file as described hereinbelow and after assignment to Facility. The County clearance shall generally consist of forwarding records for Contractor's security guards, including fingerprints to the State of California. A finding adverse to the candidate resulting from the background investigation shall require Contractor to withdraw the candidate from service on County premises.

Contractor shall provide the CCA with a copy of each employee's personnel file, including all background information. The CCA shall maintain a centralized file of the records.

Contractor shall reimburse County for the actual cost such Department of Health Services screening. The actual cost has been calculated to be One Hundred and Seventy-Five Dollars (\$175) per candidate. This amount shall be charged and payable by the Contractor even if the guard fails the clearance.

Guards who have been convicted in any of the following will not be accepted:

- Any felony conviction
- Any high grade misdemeanor conviction
- Any sex conviction
- Any military conduct that involved dishonorable discharge, bad conduct, or an undesirable discharge
- Convictions of drunk or reckless driving or three convictions of exceeding the speed limit over the last three (3) years

d. Personnel Experience Requirements

Security experience is required as follows: Project Manager - three (3) years paid security manager experience; Security Guard - security guard experience is preferable, although not required.

e. Appearance

Contractor shall ensure that the appearance, bearing, and general deportment of the security guards are of a high standard and meet the following requirements of County:

- (1) Uniforms must always be clean, pressed, and in good repair.
- (2) Head and facial hair must be neat, clean, and well groomed. Exaggerated hair styles that detract from the uniform image are not acceptable. Mustaches and sideburns must be modest and well groomed. Beards are not acceptable.
- (3) Shoes must be clean and polished and must conform to the uniform image.
- (4) Guards shall be clean and free from offensive body odor.
- (5) Earrings on males are not acceptable.

f. Standards of Conduct

Contractor will ensure that a high standard of conduct is maintained by security personnel performing services

hereunder. Examples of conduct considered to be unsuitable are:

- (1) Chewing of gum or eating of food on post.
- (2) Vacating his or her post without authority.
- (3) Leaning against walls, doors, etc.
- (4) Idle talk with other security personnel, County employees, or visitors.
- (5) Indiscreet conduct or actions, e.g., use of profane or abusive language, flirting, discourteous conduct, divulging inappropriate or confidential information to unauthorized individuals, sleeping on duty.
- (6) Smoking

g. Acceptability

Contractor shall assign security personnel to the contract premises following receipt of written approval by the Chief of Safety Police.

If any of the security personnel so furnished are subsequently considered by the Chief to be unsuitable, based on requirements set forth in this Agreement, Contractor shall immediately remove and replace such

personnel with security personnel acceptable to the Chief.

12. County's Rules and Regulations

During the time that Contractor's employees or agents are at the Medical Center, or other County facilities, such persons shall be subject to Medical Center's or other facilities' rules, regulations, and procedures, including but not limited to such rules, regulations, and procedures governing entry and exit, emergency, and contacts with County employees, patients, and the public. Contractor will be provided a copy of the rules, regulations, and procedures for Medical Center and County Facilities prior to contract implementation. It is the responsibility of Contractor to instruct its employees providing services hereunder with such rules, regulations, and procedures and to maintain records of such instructions. Contractor shall take immediate corrective action upon written or verbal notice from the Chief of Safety Police that: (1) any such employee has violated such rules or regulations, or procedures, or (2) such employee's actions, while at Medical Center or other County Facilities, indicate that such employee may adversely affect the delivery of health services to County patients.

Such action shall include, if requested by Administrator, the withdrawal of the employee from County service.

In the event that the Chief of Safety Police decides that the corrective action taken by Contractor is not sufficient, County or its authorized representative(s) may take other remedial actions, including those described in the body of this Agreement.

13. Right of Search

The Chief of Safety Police shall have the right to inspect packages, purses, bags, or other containers or items carried into or out of Medical Center or other County Facilities by Contractor employees. Contractor shall advise all Contractor employees furnishing services hereunder of this right.

14. Quality Assurance

- a. Executive Director and Chief of Safety Police shall generally monitor the Contractor's performance under this Agreement to determine if the Contractor is satisfactorily performing security services as set forth in this Exhibit. If Executive Director and/or Chief of Safety determine that there are deficiencies in Contractor's performance, Executive Director or

Chief of Safety Police shall notify Contractor and Contractor shall take immediate action to correct such deficiencies. If such deficiencies are not corrected to the satisfaction of Executive Director, County may take actions to terminate Agreement as set forth in body of this Agreement.

- b. The Chief of Safety Police or CCA, or both, may meet with Contractor's Project Manager or Supervising Security Guard, or both, weekly or as often as deemed necessary by the Chief or CCA to discuss various contract performance issues. Contractor shall cooperate with the Chief or CCA at all times in the scheduling of and attendance at any such meetings.

15. Physical Security/Key Control

- a. Contractor shall establish and implement methods of insuring that all County keys issued to Contractor personnel by County are not lost or misplaced and are not used by unauthorized persons. No keys issued to Contractor personnel shall be duplicated.

- b. Contractor shall prohibit the opening of locked areas by Contractor's employees to permit the entrance of any unauthorized personnel.
- c. Contractor shall immediately report the occurrence of a lost key to the Chief of Safety Police.
- d. The Executive Director may, at his/her sole discretion, require Contractor to replace locks, re-key locks, or reimburse County for the replacement of locks or re-keying of locks if Contractor personnel have lost/misplaced keys for such locks.

C. Facilities

1. Damage to Facilities, Buildings, and Grounds

With Director's prior approval, Contractor shall repair, or cause to be repaired, at Contractor's own expense, any and all damage to County Facilities, including buildings or grounds, caused by the intentional or negligent acts of Contractor or employees of Contractor, immediately upon becoming aware of any such damage, but in no case more than ten (10) calendar days after the date of such damage. Contractor shall immediately inform Chief of Safety Police of such damage, if Chief is not already aware of same.

Should such damage not be repaired within this ten (10) day period, County may make the repairs. Actual costs incurred by County for such repairs shall be repaid by Contractor

upon demand, or the Executive Director may deduct such costs from any amounts due to Contractor from County.

2. Facility Inspection

Prior to the commencement of contract services, the Project Manager, the CCA, and the Chief of Safety Police will perform a thorough walk-through examination of the office spaces provided for Contractor personnel. They shall reflect in writing the condition of such spaces, noting all damaged or worn areas. Another walk-through examination of the same spaces shall be performed at the end of the contract term. At the end of the contract term, Contractor shall return such areas in their original condition, less ordinary wear and tear, except for alterations or repairs approved by the Executive Director. Contractor shall be liable for cost of any alterations, repairs, or maintenance necessary to return such areas to their original condition (less ordinary wear and tear).

D. County Equipment

1. Equipment Replacement

During the term of this Agreement, County shall replace, at its expense, any County equipment authorized for use by Contractor personnel which existed prior to the commencement of contract services and which is damaged or worn out when the repair or further maintenance of such equipment is not considered by CCA to be economically feasible and it has been determined by CCA that there has not been any fault or negligence on the part of Contractor personnel in using or maintaining same. If Contractor is found by CCA to have been at fault or negligent in the use, care, control, or maintenance of any such equipment, then Contractor shall pay County for actual costs incurred by County to replace and install such equipment, less normal depreciation on the item replaced, or the CCA may deduct such costs, less such depreciation, from any amounts due Contractor from County.

2. Equipment Inventory

Prior to the commencement of contract services, the Project Manager, the CCA and the Chief of Safety Police shall take a complete written inventory of all equipment to be used by Contractor for its performance of services

hereunder. For each such item, such inventory shall indicate the specific condition and shall affix the dollar value thereof based on the cost of purchase or the reasonable value, using appropriate invoices, or manuals or references, as mutually agreed by the CCA and the Project Manager.

At the expiration or prior termination of the term of this Agreement, the CCA, the Chief of Safety Police and the Project Manager shall take another inventory of the items provided by County to Contractor for Contractor's use. Contractor shall return to County the same quantity and quality of items as specified in the beginning inventory, less consideration for normal wear and tear. Contractor shall also return to County any other equipment or personal property which may have been provided to Contractor personnel for services hereunder, in the same quantity and quality as provided less consideration for normal wear and tear.

At the expiration or prior termination of this Agreement, Contractor shall reimburse County, based upon the cost of purchase or the reasonable value listed in the first inventory for any missing or broken County equipment and

other personal property, or CCA may deduct such cost from any amounts due to Contractor from County.

E. County Furnished Items and Services

1. Office

At the commencement of services, County shall provide Guard Kiosk located on Olive Terrace Drive at LAC+USC Medical Center, for Contractor's office use.

2. Utilities

County shall furnish all utilities for the space provided (i.e., gas, air conditioning, heat, and electricity).

3. Facility Maintenance and Repair

County shall provide routine facility maintenance and repair services for the office space provided to Contractor. Contractor shall notify the Chief of Safety Police or the CCA when any problems with the space arise. County cannot guarantee immediate service. If the problem is severe enough to affect the provision of security services, Contractor shall immediately notify the Chief of Safety Police or the CCA. Contractor shall then follow the instructions of the Chief or the CCA as to the provision of

security services until such time as maintenance or repair of the space is completed.

4. Equipment Maintenance and Repair

County shall be responsible for the maintenance of all equipment which exists as a permanent part of Medical Center at the time this Agreement commences.

5. Telephone Service

County shall provide at least one telephone and telephone service for all Contractor calls relating to the performance of services hereunder from the Medical Center to the 213, 310, 818, and 805 area codes. All other telephone calls shall be paid for directly by Contractor. All outgoing Contractor personnel calls shall have the prior approval of the Chief of Safety Police.

F. Contractor Furnished Items and Services

Contractor shall furnish all personnel, supplies, equipment, materials, two (2) vehicles to be utilized by the Supervising Security Guards in the performance of their duties among the facilities, and a maintenance and repair program for the vehicles. Additionally, Contractor shall provide a radio for each guard and one for the Contract Monitors, and all other

items necessary to perform all services required by this Statement of Work, and listed in Exhibit G.

1. Personnel

Contractor shall provide all personnel required for services hereunder.

2. Equipment

Except as otherwise provided above, Contractor shall provide any equipment necessary to meet the contract requirements.

3. Uniforms

Contractor shall furnish at its expense uniforms as approved by County and ensure that such uniforms shall be maintained in a neat and clean manner at all times. If an allowance for cleaning is given directly to employees, Contractor shall obtain approval of the applicable cleaning/pressing procedures from the Chief of Safety Police to ensure that uniform standards are maintained.

4. Forms

Contractor shall provide attendance forms, pay sheet, etc.

5. Records and Reports

Contractor shall maintain and provide accurate and complete financial and other records and reports as may be requested by Executive Director of its activities and operations under this Agreement.

G. Specific Tasks

1. Training

- a. Contractor shall provide training to all personnel so that County can be assured that contract personnel are capable of assuming responsibilities for their assignments. There shall be no separate charge to County for such training.

All contract guards shall successfully complete and pass a basic training course developed and provided by the International Association of Healthcare Security and Safety prior to assignment to Medical Center or other County facilities. Documented reassignment training hours and examination test scores shall be submitted by the Project Manager for each guard to the Chief of Safety Police prior to the guard reporting for duty. Guards that do not have the required documented pre-assignment

training hours shall not work until the verification is provided to the Chief.

The training course shall include the following subjects with a minimum number of classroom hours followed by a written examination, for each block as follows:

Block I - Orientation/Duties and Functions of Contract Guards (2) Hours (Prior to Assignment)

- o What is security?
- o Public relations
- o Maintenance and safeguarding of uniform and equipment
- o Appearance
- o Role of Guards (Contract guards will respond and handle situations; not merely observe and report)
- o Role of public law enforcement
- o Note taking/reporting

Block II - Legal Powers and Limitations (2) Hours

(Prior to Assignment)

- o Prevention versus apprehension
- o Use of force
- o Search and seizure
- o Arrest powers

Block III - Prevention/Protection (6) Hours (2 hours

Prior to Assignment; 4 hours within 90 days following assignment)

- o Patrolling
- o Checking for hazards
- o Access control
- o Interviewing techniques
- o County rules/regulations
- o Inspections
- o Safety
- o Circulation control

Block IV - Enforcement (6) Hours (2 hours Prior to

Assignment; 4 hours within 90 days following assignment)

- o Techniques of searching
- o Handling juveniles

- o Handling mentally disturbed persons
- o Parking/traffic control
- o Enforcing employee work rules/
regulations
- o Observation/description
- o Preservation of evidence
- o Criminal/civil Law
- o Crimes in progress
- o Unruly persons
- o Defensive tactics
- o Procedures for bomb threats
- o Procedures during fires, explosions,
floods, demonstrations

Block V - Special Problems (4) Hours (Within 90
days following assignment)

- o Vandalism
- o Escort
- o Arson
- o Burglary
- o Robbery
- o Theft
- o Loiterers
- o Drugs/alcohol

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- o Sabotage
- o Espionage
- o Terrorism

Block VI - General Emergency Services (6) Hours (2 hours prior to Assignment; 4 hours within 90 days following assignment)

- o Communications
- o Crowd control
- o Fire control systems/fire prevention
- o Safeguarding County property
- o Law enforcement/private security relationships
- o Responding to alarms

Every guard shall successfully pass each block examination with a minimum score of eighty (80) percent.

b. On-The-Job Training

The Chief of Safety Police shall provide any initial and subsequent on-the-job training as a requirement of the job.

c. Periodic In-Service Training

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. In-service training may be held more often than quarterly if Contractor or the Chief of Safety Police decide that it is necessary. Contractor shall provide documentation of such training to The Chief at the completion of each training session.

d. International Association of Healthcare Security and Safety (IAHSS Training)

The training program provided by the IAHSS Basic Training shall be provided to the guards by Contractor who shall perform services hereunder. A copy of each security guard's training certificate issued by IAHSS shall be provided to the Chief of Safety Police within six months of their assignment.

2. Schedules and Duties

a. General

- (1) Contractor shall provide security guard coverage during the days and hours as specified in this Exhibit.
- (2) All instructions on local methods, daily assignments, provision of post orders, and orientation briefings are the responsibility of the Chief of Safety Police.
- (3) Contractor's security personnel shall not disturb papers on desks, open desk drawers, or use County telephones, except as authorized by the Chief of Safety Police.
- (4) Contractor shall require Contractor's security personnel to clock-in when reporting for duty and to clock-out when leaving at the end of their work shift. Contractor's security guards shall use County timecards and a County timeclock designated by the Chief of Safety Police for this purpose.

b. Duties

As contained in post orders issued by Chief of Safety Police, it shall be the duty and responsibility of all Contractor's security personnel to be familiar with their respective post orders, as last amended. The Contractor shall be expected to perform all of the work outlined in post orders and in other work instructions issued by the Chief and to assure the implementation of the following:

(1) Safety

Perform all necessary services to assure the safety and protection of building occupants and real and personal property against injury, molestation, loss or damage from any preventable cause including, but not limited to, fire, theft, trespass, and sabotage.

(2) Inspection Tours

Make inspection tours in accordance with patrol routes and schedules established by the Chief of Safety Police and as indicated in post orders.

(3) Deviation From Prescribed Schedules

Contractor's security personnel may deviate from

prescribed schedules covering patrol routes or posts whenever unusual conditions or circumstances so demand. Such deviations and the reasons therefore, are to be immediately recorded on an occurrence and/or incident report form and in the daily log. Such reports and logs are to be provided to the Chief of Safety Police daily.

(4) Hazardous Conditions

Immediately report to the Chief of Safety Police potentially hazardous conditions and items in need of repair, including, but not limited to, inoperative lights, leaky faucets, toilet stoppages, broken or slippery floor surfaces, graffiti, and general safety hazards in the parking lots.

(5) Access Control

Screen for unauthorized pedestrian ingress and weapons. Detect and make arrangements for the apprehension of persons who have gained unauthorized access to the buildings, parking lots, and structures or grounds. Enforce existing

package inspections and personnel identification procedures.

(6) Law and Order

Contractor's security personnel shall observe and report to the Chief of Safety Police any incidents which may disturb the maintenance of law and order.

(7) Reports and Records

Prepare required reports on incidents, fires, bomb threats, etc. and submit same to the Chief of Safety Police, as required.

(8) Additional Duties

Turn off unnecessary lights; check safes, security containers and cabinets, close windows, open and secure doors; and raise and lower the American, State and County flags, as prescribed.

(9) Mail and Messages

Unless specifically authorized by the Chief of Safety Police, Contractor's security personnel

shall not receive for safekeeping official mail, packages, messages, and/or telegrams.

(10) Injury or Illness

Obtain professional assistance in the event of injury or illness to County employees or visitors.

(11) Regulations

Contractor and Contractor's personnel are required to follow all Federal, State, and local statutes, ordinances, and regulations which apply to the provision of security hereunder including laws affecting arrest as set forth in Sections 830.1 through 854 of the California Penal Code.

Additional laws include, but are not limited to, the licensing and training of personnel.

(12) Forms

The following is a list of forms applicable to the performance of services hereunder:

- Officer's Daily Work Sheet
- Weekend Safety and Security Check
- Injury Report

(13) Project Manager's Tasks

The following is a list that includes, but is not limited to, the tasks expected of the Project Manager:

- (a) Maintain a Quality Control Program.
- (b) Establish, with the advice and consent of the CCA, contract policy and procedures.
- (c) Ensure that all contract personnel are properly trained prior to being assigned to a post.
- (d) Meet with the Chief of Safety Police or the CCA, or both, on a weekly basis or as often as deemed necessary by the Chief of Safety Police.
- (e) Act on behalf of Contractor on all matters relating to this Agreement.
- (f) Respond to County within two (2) hours of receipt of inquiries or complaints by authorized County staff.

LISTING OF FACILITIES SERVED UNDER THE AGREEMENT

1. LAC+USC Medical Center
1200 North State Street
Los Angeles, CA 90033

Comprehensive Health Centers

2. H. Claude Hudson
Comprehensive Health Center
2829 South Grand Avenue
Los Angeles, CA 90007

3. Hubert H. Humphrey
Comprehensive Health Center
5850 South Main Street
Los Angeles, CA 90003

Public Health Centers

4. Glendale Health Center
501 North Glendale Avenue
Glendale, CA 91206

5. Hollywood-Wilshire Health Center
5202 Melrose Avenue
Los Angeles, CA 90038

6. Monrovia Health Center
330 West Maple Avenue
Monrovia, CA 91016

7. Pacoima Health Center
13300 Van Nuys Boulevard
Pacoima, CA 91331

8. Pomona Health Center
750 South Park Avenue
Pomona, CA 91766

9. South Health Center
1522 East 102nd Street
Los Angeles, CA 90002

10. Curtis R. Tucker Health Center
123 West Manchester Blvd
Inglewood, CA 90301

11. Whittier Health Center
7643 Painter Avenue
Whittier, CA 90602

12. Wilmington Health Center
1325 Broad Avenue
Wilmington, CA 90744

Community Health Centers

13. Burbank Health Center
1101 West Magnolia
Boulevard
Burbank, CA 91502

14. North Hollywood Health Center
5300 Tujunga Avenue
North Hollywood, CA 91601

15. Tujunga Health Center
7747 Foothill Boulevard
Tujunga, CA 91042

16. San Fernando Health Center
604 South Maclay Avenue
San Fernando, CA 91340

17. Compton Health Center
300 East Rosecrans
Compton, CA 90221

18. Dollarhide Health Center
1108 North Oleander Avenue
Compton, CA 90221.

19. Florence-Firestone Health Center
8019 South Compton Avenue
Los Angeles, CA 90001

20. Imperial Heights Health Center
10616 South Western Avenue
Los Angeles, CA 90047

21. Lawndale Health Center
14616 South Grevillea Avenue
Lawndale, CA 90260

22. San Antonio Health Center
6538 Miles Avenue
Huntington Park, CA 90256

23. Bellflower Health Center
10005 East Flower Street
Bellflower, CA 90706

24. Harbor Health Center
122 West Eighth Street
San Pedro, CA 90731

25. Hawaiian Gardens Health Center
22310 Wardham Street
Hawaiian Gardens, CA 90716

26. Norwalk Health Center
12300 East Firestone Boulevard
Norwalk, CA 90650

27. Torrance Health Center
2300 West Carson Street
Torrance, CA 90501

28. Alhambra Health Center
612 Shorb Street
Alhambra, CA 91803

29. Azusa Health Center
150 North Azusa Avenue
Azusa, CA 91702

30. La Puente Health Center
15930 Central Avenue
La Puente, CA 91744

31. Pico Rivera Health Center
6336 South Passons Boulevard
Pico Rivera, CA 90661

32. Ruth Temple Health Center
3834 South Western Avenue
Los Angeles, CA 90062

Office Buildings

33. Ferguson Office Building
5555 Ferguson Drive
Commerce, California
90022

34. California Children Services
19720 East Arrow Highway
Covina, CA 91724

AGREWP6.EM
bhw:02/26/97

PERFORMANCE REQUIREMENTS SUMMARY

- A. Introduction: This Exhibit lists certain required services which will be monitored by County during the term of this Agreement, and for which County may assess financial deductions from Contractor's compensation (Unsatisfactory Performance Deductions) if the service has not been satisfactorily provided. The charts at the end of this Exhibit indicate each such service, the service indicators, the service standards, the maximum allowable deviation from perfect performance or the Acceptable Quality Level ("AQL") before Unsatisfactory Performance Deductions shall be applied, the County's method of monitoring, and the Unsatisfactory Performance Deductions which shall be deducted from the Contractor's compensation if Director determines that the particular service has not been satisfactorily provided.

County expects a high standard of Contractor performance under this Agreement and shall monitor a broad range of services specified in the Agreement beyond those listed in this Exhibit. Director will make every effort to work with Contractor to resolve any areas of difficulty. However, it is

Contractor's responsibility to satisfactorily provide all the services listed in Exhibit "A".

B. Performance Requirements Summary Charts: The Performance Requirements Summary Chart at the end of this Exhibit:

- Lists some of the services considered important to acceptable contract performance (Column 1 of each chart).
- Shows some of the service indicators for each such service (Column 2).
- Defines the service standard for each such service (Column 3).
- Shows the maximum allowable degree of deviation from perfect performance or the Acceptable Quality Level (AQL) for each such service that is allowed before the Director shall initiate deductions from Contractor's compensation hereunder (Column 4).
- Shows the quality assurance method County will use to monitor and evaluate Contractor's performance in meeting requirements for each service, and the frequency of such monitoring (Column 5).

- Shows the dollar amount, or method of calculating the dollar amount, that shall be deducted from Contractor's compensation hereunder if Director determines that the service has not been satisfactorily performed (Column 6).

C. Quality Assurance: During each calendar month, Contractor's performance will be compared to the service standards and AQL for each required service.

County may use a variety of inspection methods to evaluate Contractor's performance. The methods of monitoring that may be used include, but are not limited to:

1. One hundred percent inspection of services described on a periodic basis (daily, weekly, monthly, quarterly, semiannually, or annually) as determined necessary by Director to assure a sufficient evaluation of Contractor performance.
2. Employees, visitors, patient, or staff complaints.

D. Criteria for Acceptable and Unacceptable Performance:

Performance of a listed service is considered acceptable when the number of deficiencies found by the County's Quality Assurance Evaluator ("QAE") during contract monitoring does not exceed the number of deficiencies allowed by the AQL for

that service for any given month. When the QAE determines that the performance is unacceptable, QAE shall complete a Contract Discrepancy Report ("CDR"). The CDR requires Contractor to explain in writing within ten (10) working days why performance was unacceptable, how performance will be returned to an acceptable level, and how recurrence of the problem will be prevented. Unacceptable service performance shall result in Unsatisfactory Performance Deductions as described in Section "E" below.

Notwithstanding a finding of unsatisfactory service performance and imposition of Unsatisfactory Performance Deductions, Contractor must, as soon as possible, remedy any and all deficiencies in the provision of services, and, as deemed possible or feasible by Director, perform such services again at an acceptable level.

E. Unsatisfactory Performance Deductions:

1. General Procedure: If the service performance variance exceeds the AQL, Director shall assess the Unsatisfactory Performance Deductions in the amounts of Five Dollars (\$5) for each point over and above the maximum allowable of ten accumulated points per calendar month for all services shown on the Performance Requirements Summary Charts at the end of this Exhibit, provided that all determinations

to levy such amounts for damages shall be subject to the approval of the Chief Executive Officer. the Chief Executive Officer shall evaluate Contractor's explanation on the CDR, and if the Chief Executive Officer determines that the particular defective performance for the particular service was caused by accident, strike, or similar occurrence beyond the control and without fault or negligence of Contractor, then Director may decline to count such point(s) as defective performance for such month.

2. Specific Procedure: QAE will monitor Contractor's performance of the services described hereunder and will log any deficiencies noted. Each deficiency shall equal a number of points as shown for each services category listed in the PRS chart below.

QAE in his/her sole discretion may notify Contractor's Project Manager of any deficiencies as they occur. When the number of deficiencies exceeds the AQL for any individual service category listed in the PRS chart for the month being monitored, QAE will prepare a CDR and will forward it to CCA for review. The CDR shall contain sufficient documentation for CCA to determine if the deficiencies listed are valid or were caused by

occurrences beyond the control of Contractor. If valid, CCA will forward CDR to Contractor's Project Manager.

Contractor shall return the completed CDR as described in Section D above. CCA shall evaluate Contractor's explanation on the CDR and determine if unsatisfactory performance deductions should be made.

If through the above process it is determined that Contractor has exceeded the AQL, the CCA shall, subject to the Chief Executive Officer approval, impose Unsatisfactory Performance Deductions as described above. CCA shall notify Contractor in writing of his/her intent to make Unsatisfactory Performance Deductions.

3. Exception: In the case of Contractor not providing back-up, County-cleared personnel within two hours of notification, an automatic monetary deduction shall be made from Contractor's compensation equal to the difference in pay between County Safety Police Officer III pay and Contractor's hourly wage rate. This deduction shall be made for every hour, following a two hour period after Contractor's Project Manager is notified, for which there is no coverage. A CDR will also be issued with point deductions as indicated.

The Project Manager shall be available during all hours Contractor is performing services hereunder and at all times in the event of emergency. If the Project Manager is not available when a guard does not arrive for work and repeated and unsuccessful attempts over a long period have been made by County representative to contact the Project Manager to secure guard coverage, then monetary deductions shall be made for the entire period that there is no guard coverage. CPR point deductions shall also be made in accordance with the Performance Requirements Summary Chart.

wbc:02/25/97
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SYN# 73 OF APR 1 1997

2912

PERFORMANCE REQUIREMENTS SUMMARY - SECURITY SERVICES

REQUIRED SERVICES	SERVICE INDICATOR	SERVICE STANDARD	AQL	COUNTY MONITORING METHOD(S)	UNSATISFACTORY DEDUCTIONS FROM BASIC MONTHLY CHARGE
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Security Guards

1. Report to work on time.

Continuous security coverage within shift

Personnel at post, ready for duty within 5 minutes of Scheduled start of shift

One occurrence per calendar month per employee

-Inspections(1)
-Complaints(2)

5 Points for each time beyond AQL that Security Guard is late

2. All security guards maintain current Guard Card.

Approved Contractor training; documented evidence in personnel files.

Per Contract requirements

0%

-100% review of Security Guards files

10 Points for each Security Guard not qualified.

3. Continuous service during and between shifts (e.g. Contractor maintains sufficient security background cleared back-up to cover in case of holiday, illness or other emergency; Contractor personnel remain at post during shifts; etc.)

All posts staffed at all times during shifts

Posts staffed at all times during shifts

0%

-Inspections
-Complaints

Automatic monetary deduction for lack of coverage by Contractor's guard following 2 hrs of notification, equivalent to the difference in pay between County Safety Police Office III and Contractor's hourly wage rate, for uncovered time. In addition, 10 Points for each violation.

SYN# 73

PERFORMANCE REQUIREMENTS SUMMARY - SECURITY SERVICES

REQUIRED SERVICES

SERVICE INDICATOR

SERVICE STANDARD

COUNTY MONITORING METHOD (S)

AQL

UNSATISFACTORY DEDUCTIONS FROM BASIC MONTHLY CHARGE

OF APR 1 1997

Incident Report and Daily Worksheet submitted to County's Commander of Safety Police	Submitted Incident Report and Daily Worksheets	Complete Report submitted for each incident. Complete Work-sheet for each shift.	0%	Correction of information regarding incidents obtained from other sources	5 Points for each failure to submit Incident Report
5. Follow orders unless emergency requires deviation	Perform all services in post orders	Post orders as last amended	One occurrence per month, per employee	- Inspections (1) - Complaints (2)	5 Points for each instance of deviation from post beyond AQL without good cause.

Project Manager

Project Manager readily available	Respond to County within two hours of County's attempt to reach as described in PRS narrative	Per Contract requirement	One occurrence per calendar month.	100% review	5 Points for each occurrence beyond AQL.
Security Guards Uniform and Personal Appearance	County Requires a High Standard of Guards Appearance at all times	Per Contract Requirement	0%	- Inspections - Complaints	5 Points Deduction per Insp.

2914

SYN# 73

PERFORMANCE REQUIREMENTS SUMMARY - SECURITY SERVICES

REQUIRED SERVICES	SERVICE INDICATOR	SERVICE STANDARD	AQL	COUNTY MONITORING METHOD (S)	UNSATISFACTORY DEDUCTIONS FROM BASIC MONTHLY CHARGE
Punching of Time Cards	E.M. 2400- 0800 Day 0800- 1600 P.M. 1600- 2400	Punching Time Cards according to shift Hours	One occurrence per Month, per Employee	Inspection of Time Cards	5 Points for each Instance beyond AQL
Lost County issued equip., keys, radios gate cards, etc.	Security Guards are responsible for all equip. issued to them while on duty	Monetary deductions will be assessed Contractor for any lost equip.	0%	Review of equipment issued to Security Guards	Charge of replacement value for lost items
Fire Cards, C.P.R. First Aid, Dr. Lic.	County Requirement	As per Contract	0%	Review of employee files	15 Points per each occurrence
Annual Medical Physical	Contractor is responsible to provide County with proof	Contract Requirement	0%	Inspections	10 Points for each day without renewal
Annual DMV Readout	Contractor is responsible to provide County with proof	Contract Requirement	0%	Inspections	10 Points for each day without renewal

(1) Monitoring inspections of Contractor and records will be conducted by County Monitor at irregular time on all shifts.
 (2) Complaints regarding Contractor's personnel will be investigated by Director of Security as received. No points will be assessed against Contractor if complaints are not validated by Director of Security.

wbc:02/25/97
 AGREWP6.EPM

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PAYMENT TO CONTRACTOR

- A. County shall compensate Contractor under this Agreement as follows:
1. All-Inclusive Fixed Rates Per Hour: County shall compensate Contractor at the All-Inclusive Fixed Rates Per Hour as specified in Schedule 1, attached hereto and incorporated herein by reference, for standard hours actually worked and for overtime weekend or holiday hours actually worked for each security employee providing regular security guard services hereunder during the initial term of this Agreement from April 1, 1997 to and including March 31, 1998. Compensation to Contractor shall not include (½) hour meal breaks for security employees providing services hereunder. Overtime hourly rate of compensation will be paid to Contractor only for any regular security guard service hours in excess of eight hours per calendar day actually worked by a particular security employee when specifically requested by Director.

 2. All-Inclusive Fixed Rates Per Hour for Additional Security Guards: If County requests and Contractor provides additional security guards for regular security

guard services, over and above the amount allotted for each eight-hour shift (day shift-evening shift-night shift), County shall compensate Contractor at the applicable All-Inclusive Fixed Rates Per Hour as specified in Schedule 1 for the time actually worked by each such additional security guard.

3. Inflation Adjustments to All-Inclusive Fixed Rates Per Hour for Future County Fiscal Years:

- A. Except as may be provided in the body of Agreement the All-Inclusive Fixed Rates Per Hour as specified in Paragraph 1 above shall be adjusted for inflation for each contract year (April 1 through March 31) which follows the initial twelve (12) by using the Consumer Price Index for All Urban Consumers (hereafter "CPI-U") as originally released by the United States Department of Labor, Bureau of Labor Statistics/Western Region, Los Angeles-Long Beach, Anaheim area. The adjusted All-Inclusive Fixed Rates Per Hour shall be new fixed rate for the new contract year.
- B. The inflation adjustment factor shall be computed from contract year to contract year based upon the percentage change in the CPI-U for the preceding

April through March period. The first adjustment shall be applied to the All-Inclusive Fixed Rates Per Hour starting April 1, 1998. In no event shall CPI-U rate adjustment exceed five (5) percent in any contract year. If the percentage change in the CPI-U is negative, i.e., the CPI-U declined, the rates for the new contract year shall remain the same as the prior contract year's rates.

Since the CPI-U calculations cannot be made until the publication of the CPI-U, Contractor shall continue to bill County based upon the previous All-Inclusive Fixed Rates Per Hour until the calculations are completed. Upon completion of the calculations, Contractor shall bill County, applying the adjustment (if any) to all hours actually worked for the current calendar month and for all prior calendar months to which the adjustment applies, with its billing for the current calendar month.

- C. If the CPI-U Base Year is changed so that the CPI-U's Base Year differs from that used as of the date of execution of this Agreement, the CPI-U shall be converted in accordance with the conversion factor published by the United States Department of Labor,

Bureau of Labor Statistics. If the CPI-U is discontinued or revised during the term of this Agreement, such other government index or computation with which it is replaced by the United States Government shall be used, provided that County and Contractor mutually agree that the replacement index or computation obtains substantially the same result as would have been obtained if the CPI-U had not been discontinued or revised. If the CPI-U is discontinued or revised during the term of this Agreement and is not replaced, or, if the replacement index or computation does not obtain such substantially similar result, then County and Contractor may select, by mutual agreement, a new index in lieu of the CPI-U and such new index shall be set forth in a written amendment to this Agreement pursuant to Paragraph 17 (Alteration of Terms) of the body of this Agreement.

B. Minimum Hourly Wage Rates Paid To Security Employees

1. Contractor shall pay to its security employees for the performance of services hereunder no less than the hourly wage rates (exclusive of other employee benefits) for the first twelve (12) month contract term, as set forth in Schedule 1 attached hereto and incorporated herein by

reference. Such wage rates are minimums and Contractor is not prohibited from paying such employees a higher hourly wage rate. Such minimum wage rates shall be adjusted for inflation in the manner described below.

2. Inflation Adjustments to Security Employees Minimum Hourly Wage Rates For Future County Contract Years:

- A. The Security Minimum Hourly Wage Rates as specified in Schedule 1 of this exhibit shall be adjusted for inflation for the following contract year (April 1 through March 31) by using the Consumer Price Index for All Urban Consumers (hereafter "CPI-U") as originally released by the United States Department of Labor, Bureau of Labor Statistics/Western Region, Los Angeles-Long Beach, Anaheim area. The adjusted Minimum Hourly Wage Rates shall be the minimum wage rates Contractor is to pay to its security employees for the provision of services hereunder for the new contract year.
- B. The inflation adjustment factor shall be computed from contract year to contract year based upon the percentage change in the CPI-U for the preceding April through March period. The first adjustment shall be applied to the Minimum Hourly Wage Rate Per

Hour starting April 1, 1998. At Contractor's discretion, the CPI-U rate adjustment may exceed five (5) percent in any contract year. If the percentage change in the CPI-U is negative, i.e., the CPI-U declined, the rates for the new contract year shall remain the same as the prior contract year's rate.

Since the CPI-U calculations cannot be made until the publication of the CPI-U, Contractor shall continue to pay such security employees based upon the previous Minimum Hourly Wage Rates Per Hour until the calculations are completed. Upon completion of the calculations, Contractor shall pay to such security employees any additional amounts applying the adjustment (if any) to all hours actually worked for the current calendar month and for all prior calendar months to which the adjustment applies.

- C. If the CPI-U Base Year is changed so that the CPI-U's Base Year differs from that used as of the date of execution of this Agreement, the CPI-U shall be converted in accordance with the conversion factor published by the United States Department of Labor, Bureau of Labor Statistics. If the CPI-U is discontinued or revised during the term of this

Agreement, such other government index or computation with which it is replaced by the United States Government shall be used, provided that County and Contractor mutually agree that the replacement index or computation obtains substantially the same result as would have been obtained if the CPI-U had not been discontinued or revised. If the CPI-U is discontinued or revised during the term of this Agreement and is not replaced, or, if the replacement index or computation does not obtain such substantially similar result, then County and Contractor may select, by mutual agreement, a new index in lieu of the CPI-U and such new index shall be set forth in a written amendment to this Agreement pursuant to Paragraph 17 (Alteration of Terms) of the body of this Agreement.

- C. Sole Consideration: The rates set forth in this Exhibit "C" shall be the sole monetary consideration paid by County to Contractor under this Agreement.

bhw:02/25/97
AGREWP6.EPM

PAYMENT TO CONTRACTOR

- A. County shall compensate Contractor under this Agreement as follows:
1. All-Inclusive Fixed Rates Per Hour: County shall compensate Contractor at the All-Inclusive Fixed Rates Per Hour as specified in Schedule 1, attached hereto and incorporated herein by reference, for standard hours actually worked and for overtime weekend or holiday hours actually worked for each security employee providing regular security guard services hereunder during the initial term of this Agreement from April 16, 1997 to and including March 31, 1998. Compensation to Contractor shall not include (½) hour meal breaks for security employees providing services hereunder. Overtime hourly rate of compensation will be paid to Contractor only for any regular security guard service hours in excess of eight hours per calendar day actually worked by a particular security employee when specifically requested by Director.

 2. All-Inclusive Fixed Rates Per Hour for Additional Security Guards: If County requests and Contractor provides additional security guards for regular security

guard services, over and above the amount allotted for each eight-hour shift (day shift-evening shift-night shift), County shall compensate Contractor at the applicable All-Inclusive Fixed Rates Per Hour as specified in Schedule 1 for the time actually worked by each such additional security guard.

3. Inflation Adjustments to All-Inclusive Fixed Rates Per Hour for Future County Fiscal Years:

- A. Except as may be provided in the body of Agreement the All-Inclusive Fixed Rates Per Hour as specified in Paragraph 1 above shall be adjusted for inflation for each contract year (April 1 through March 31) by using either the Consumer Price Index for All Urban Consumers (hereafter "CPI-U") as originally released by the United States Department of Labor, Bureau of Labor Statistics/Western Region, Los Angeles-Long Beach, Anaheim area or the percentage increase given County Sheriff Security Assistants since April 1 of the prior year, whichever percentage figure is less. The adjusted All-Inclusive Fixed Rates Per Hour shall be new fixed rate for the new contract year.

B. The inflation adjustment factor shall be computed from contract year to contract year based upon this percentage change for the preceding April through March period. The first adjustment shall be applied to the All-Inclusive Fixed Rates Per Hour starting April 1, 1998. In no event, however, shall the rate adjustment exceed three (3) percent in any contract year. If the percentage change is negative, i.e., either the CPI-U declined or County Sheriff Security assistant have received a reduction in pay, or both, then the rates for the new contract year shall remain the same as the prior contract year's rates.

Since the rate adjustment calculations herein may not be made until the publication of the CPI-U, Contractor shall continue to bill County based upon the previous All-Inclusive Fixed Rates Per Hour until the calculations are completed. Upon completion of the calculations, Contractor shall bill County, applying the appropriate adjustment (if any) to all hours actually worked for the current calendar month and for all prior calendar months to which the adjustment applies, with its billing for the current calendar month.

C. If the CPI-U Base Year is changed so that the CPI-U's Base Year differs from that used as of the date of execution of this Agreement, the CPI-U shall be converted in accordance with the conversion factor published by the United States Department of Labor, Bureau of Labor Statistics. If the CPI-U is discontinued or revised during the term of this Agreement, such other government index or computation with which it is replaced by the United States Government shall be used, provided that County and Contractor mutually agree that the replacement index or computation obtains substantially the same result as would have been obtained if the CPI-U had not been discontinued or revised. If the CPI-U is discontinued or revised during the term of this Agreement and is not replaced, or, if the replacement index or computation does not obtain such substantially similar result, then County and Contractor may select, by mutual agreement, a new index in lieu of the CPI-U and such new index shall be set forth in a written amendment to this Agreement pursuant to Paragraph 17 (Alteration of Terms) of the body of this Agreement.

B. Minimum Hourly Wage Rates Paid To Security Employees

1. Contractor shall pay to its security employees for the performance of services hereunder no less than the hourly wage rates (exclusive of other employee benefits) for the first twelve (12) month contract term, as set forth in Schedule 1 attached hereto and incorporated herein by reference. Such wage rates are minimums and Contractor is not prohibited from paying such employees a higher hourly wage rate. Such minimum wage rates shall be adjusted for inflation in the manner described below.

2. Inflation Adjustments by Contractor to Security Employees
Minimum Hourly Wage Rates For Future County Contract
Years:

A. The Security Minimum Hourly Wage Rates as specified in Schedule 1 of this exhibit shall be adjusted by Contractor for inflation for the following contract year (April 1 through March 31) by using the same formula defined hereinabove for computing adjustments of rates paid Contractor by County. The adjusted Minimum Hourly Wage Rates shall be the minimum wage rates Contractor is to pay to its security employees for the provision of services hereunder for the new contract year.

B. The inflation adjustment factor shall be computed from contract year to contract year based upon such percentage change for the preceding April through March period. The first adjustment shall be applied to the Minimum Hourly Wage Rate Per Hour starting April 1, 1998. At Contractor's discretion, rate adjustment may exceed three (3) percent in any contract year. If the percentage change is negative, i.e., the CPI-U declined or County Sheriff Security assistants have received a reduction in pay, or both, the rates for the new contract year shall remain the same as the prior contract year's rate.

Since the rate adjustment calculations cannot be made until the publication of the CPI-U, Contractor shall continue to pay such security employees based upon the previous Minimum Hourly Wage Rates Per Hour until the calculations are completed. Upon completion of the calculations, Contractor shall pay to such security employees any additional amounts applying the appropriate adjustment (if any) to all hours actually worked for the current calendar month and for all prior calendar months to which the adjustment applies.

C. If the CPI-U Base Year is changed so that the CPI-U's Base Year differs from that used as of the date of execution of this Agreement, the CPI-U shall be converted in accordance with the conversion factor published by the United States Department of Labor, Bureau of Labor Statistics. If the CPI-U is discontinued or revised during the term of this Agreement, such other government index or computation with which it is replaced by the United States Government shall be used, provided that County and Contractor mutually agree that the replacement index or computation obtains substantially the same result as would have been obtained if the CPI-U had not been discontinued or revised. If the CPI-U is discontinued or revised during the term of this Agreement and is not replaced, or, if the replacement index or computation does not obtain such substantially similar result, then County and Contractor may select, by mutual agreement, a new index in lieu of the CPI-U and such new index shall be set forth in a written amendment to this Agreement pursuant to Paragraph 17 (Alteration of Terms) of the body of this Agreement.

C. Sole Consideration: The rates set forth in this Exhibit "C" shall be the sole monetary consideration paid by County to Contractor under this Agreement.

bhw:03/27/97
AGREEWP6.EPM

HOURLY RATES

All-Inclusive Fixed Rates Per Hour County shall pay Contractor for unarmed security guards performing regular security guard services during Contract Term:

Supervising Security Guard:

Post Commander (Supervisor Level 3)	
Standard Hourly Wage Rate	\$15.65
Overtime/Holiday Hourly Wage Rate	\$21.83
Scheduler (Supervisor Level 2)	
Standard Hourly Wage Rate	\$14.39
Overtime/Holiday Hourly Wage Rate	\$20.06
Watch Commander (Supervisor Level 2)	
Standard Hourly Wage Rate	\$14.39
Overtime/Holiday Hourly Wage Rate	\$20.06
Relief Officer (Supervisor Level 1)	
Standard Hourly Wage Rate	\$11.27
Overtime/Holiday Hourly Wage Rate	\$15.71
Security Guard	
Standard Hourly Wage Rate	\$10.10
Overtime/Holiday Hourly Wage Rate	\$14.17

Minimum Hourly Wage Rates Contractor shall pay unarmed security guards during Contract Term:

Supervising Security Guard:

Post Commander (Supervisor Level 3)	
Standard Hourly Wage Rate	\$12.00
Overtime/Holiday Hourly Wage Rate	\$18.00
Scheduler (Supervisor Level 2)	
Standard Hourly Wage Rate	\$11.00
Overtime/Holiday Hourly Wage Rate	\$16.50
Watch Commander (Supervisor Level 2)	
Standard Hourly Wage Rate	\$11.00
Overtime/Holiday Hourly Wage Rate	\$16.50

Relief Officer (Supervisor Level 1)	
Standard Hourly Wage Rate	\$ 8.50
Overtime/Holiday Hourly Wage Rate	\$12.75

Security Guard:

Standard Hourly Wage Rate	\$ 7.52
Overtime/Holiday Hourly Wage Rate	\$11.30

bhw:02/25/97
AGREEWP6.EM

**CONTRACTOR EMPLOYEE
ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT**

GENERAL INFORMATION

Your employer, _____, has entered into a contract with the County of Los Angeles to provide various services to the County. Therefore, the County needs your signature on this employee acknowledgement and confidentiality agreement.

EMPLOYEE ACKNOWLEDGEMENT

I understand and agree that _____ is my sole employer for purpose of this employment.

I rely exclusively upon _____ for payment of salary and any and all other benefits payable to me or on my behalf during the period of this employment.

I understand and agree that I am not an employee of the County of Los Angeles for any purposes and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles during the period of this employment.

I understand and agree that I do not have and will not acquire any rights or benefits pursuant to any agreement between my employer _____ and the County of Los Angeles.

CONFIDENTIALITY AGREEMENT

As an employee of _____, I understand that I may be involved with work pertaining to County services and if so, that I may have access to confidential data pertaining to persons and/or entities who receive services from the County of Los Angeles. The County of Los Angeles has a legal obligation to protect all confidential data, especially data concerning patient medical records.

I hereby agree that I will not divulge to any unauthorized person patient records or other confidential data obtained while performing work pursuant to the contract between _____ and the County of Los Angeles.

COUNTY FURNISHED FURNITURE AND EQUIPMENT

The County shall furnish the Contractor with the following furniture and or equipment for use at Facility during the term of the contract:

MEDICAL CENTER:

LAC+USC Medical Center

1. Telephone for local calls to the 213, 310, 818, and 805 area codes only (shared with County security personnel).
2. Standard watch clocks as needed.

COMPREHENSIVE HEALTH CENTERS:

H. CLAUDE HUDSON COMPREHENSIVE HEALTH CENTER

1. Telephone for local calls to the 213, 310, 818, and 805 area codes only (shared with County security personnel).
2. Standard watch clocks as needed.

HUBERT H. HUMPHREY COMPREHENSIVE HEALTH CENTER

1. Telephone for local calls to the 213, 310, 818, and 805 area codes only (shared with County security personnel).
2. Standard watch clocks as needed.

PUBLIC HEALTH CENTERS:

GLENDALE HEALTH CENTER

1. Telephone for local calls to the 213, 310, 818, and 805 area codes only (shared with County security personnel).
2. Standard watch clocks as needed.

HOLLYWOOD-WILSHIRE HEALTH CENTER

1. Telephone for local calls to the 213, 310, 818, and 805 area codes only (shared with County security personnel).
2. Standard watch clocks as needed.

MONROVIA HEALTH CENTER

1. Telephone for local calls to the 213, 310, 818, and 805 area codes only (shared with County security personnel).
2. Standard watch clocks as needed.

PACOIMA HEALTH CENTER

1. Telephone for local calls to the 213, 310, 818, and 805 area codes only (shared with County security personnel).

2. Standard watch clocks as needed.

POMONA HEALTH CENTER

1. Telephone for local calls to the 213, 310, 818, and 805 area codes only (shared with County security personnel).
2. Standard watch clocks as needed.

SOUTH HEALTH CENTER

1. Telephone for local calls to the 213, 310, 818, and 805 area codes only (shared with County security personnel).
2. Standard watch clocks as needed.

CURTIS R. TUCKER HEALTH CENTER

1. Telephone for local calls to the 213, 310, 818, and 805 area codes only (shared with County security personnel).
2. Standard watch clocks as needed.

WHITTIER HEALTH CENTER

1. Telephone for local calls to the 213, 310, 818, and 805 area codes only (shared with County security personnel).
2. Standard watch clocks as needed.

WILMINGTON HEALTH CENTER

1. Telephone for local calls to the 213, 310, 818, and 805 area codes only (shared with County security personnel).
2. Standard watch clocks as needed.

COMMUNITY HEALTH CENTERS:

BURBANK HEALTH CENTER

1. Telephone for local calls to the 213, 310, 818, and 805 area codes only (shared with County security personnel).
2. Standard watch clocks as needed.

NORTH HOLLYWOOD HEALTH CENTER

1. Telephone for local calls to the 213, 310, 818, and 805 area codes only (shared with County security personnel).

2. Standard watch clocks as needed.

TUJUNGA HEALTH CENTER

1. Telephone for local calls to the 213, 310, 818, and 805 area codes only (shared with County security personnel).
2. Standard watch clocks as needed.

SAN FERNANDO HEALTH CENTER

1. Telephone for local calls to the 213, 310, 818, and 805 area codes only (shared with County security personnel).
2. Standard watch clocks as needed.

COMPTON HEALTH CENTER

1. Telephone for local calls to the 213, 310, 818, and 805 area codes only (shared with County security personnel).
2. Standard watch clocks as needed.

DOLLARHIDE HEALTH CENTER

1. Telephone for local calls to the 213, 310, 818, and 805 area codes only (shared with County security personnel).
2. Standard watch clocks as needed.

FLORENCE-FIRESTONE HEALTH CENTER

1. Telephone for local calls to the 213, 310, 818, and 805 area codes only (shared with County security personnel).
2. Standard watch clocks as needed.

IMPERIAL HEIGHTS HEALTH CENTER

1. Telephone for local calls to the 213, 310, 818, and 805 area codes only (shared with County security personnel).
2. Standard watch clocks as needed.

LAWNDALE HEALTH CENTER

1. Telephone for local calls to the 213, 310, 818, and 805 area codes only (shared with County security personnel).

2. Standard watch clocks as needed.

SAN ANTONIO HEALTH CENTER

1. Telephone for local calls to the 213, 310, 818, and 805 area codes only (shared with County security personnel).
2. Standard watch clocks as needed.

BELFLOWER HEALTH CENTER

1. Telephone for local calls to the 213, 310, 818, and 805 area codes only (shared with County security personnel).
2. Standard watch clocks as needed.

HARBOR HEALTH CENTER

1. Telephone for local calls to the 213, 310, 818, and 805 area codes only (shared with County security personnel).
2. Standard watch clocks as needed.

HAWAIIAN HEALTH CENTER

1. Telephone for local calls to the 213, 310, 818, and 805 area codes only (shared with County security personnel).

2. Standard watch clocks as needed.

NORWALK HEALTH CENTER

1. Telephone for local calls to the 213, 310, 818, and 805 area codes only (shared with County security personnel).
2. Standard watch clocks as needed.

TORRANCE HEALTH CENTER

1. Telephone for local calls to the 213, 310, 818, and 805 area codes only (shared with County security personnel).
2. Standard watch clocks as needed.

ALHAMBRA HEALTH CENTER

1. Telephone for local calls to the 213, 310, 818, and 805 area codes only (shared with County security personnel).
2. Standard watch clocks as needed.

AZUSA HEALTH CENTER

1. Telephone for local calls to the 213, 310, 818, and 805 area

codes only (shared with County security personnel).

2. Standard watch clocks as needed.

LA PUENTE HEALTH CENTER

1. Telephone for local calls to the 213, 310, 818, and 805 area codes only (shared with County security personnel).

2. Standard watch clocks as needed.

PICO RIVERA HEALTH CENTER

1. Telephone for local calls to the 213, 310, 818, and 805 area codes only (shared with County security personnel).

2. Standard watch clocks as needed.

RUTH TEMPLE HEALTH CENTER

1. Telephone for local calls to the 213, 310, 818, and 805 area codes only (shared with County security personnel).

2. Standard watch clocks as needed.

OFFICE BUILDINGS:

FERGUSON BUILDING

1. Telephone for local calls to the 213, 310, 818, and 805 area codes only (shared with County security personnel).
2. Standard watch clocks as needed.

CALIFORNIA CHILDREN SERVICES

1. Telephone for local calls to the 213, 310, 818, and 805 area codes only (shared with County security personnel).
2. Standard watch clocks as needed.

SPACE USE EXHIBITTERMS AND CONDITIONS OF UTILIZATION OF SPACE

1. PREMISES SUBJECT TO THIS AGREEMENT: Contractor is hereby granted permission to utilize on a non-exclusive basis, in accordance with the following terms and conditions, office and other County space, as follows: Guard Kiosk, on Olive Terrace, at LAC+USC Medical Center.

2. PURPOSE AND SCOPE OF UTILIZATION: Contractor may utilize the premises designated hereinabove solely for the purpose of performing the activities specified in this Agreement. It is expressly understood that this Agreement does not constitute the conveyance by County to Contractor or any estate or interest in real property.

3. OPERATIONAL SPACE RESPONSIBILITIES: Contractor employees shall:
 - a. Keep the areas occupied in a clean and sanitary manner.

 - b. Conduct the authorized activities in a courteous and non-profane manner; and remove any agent, servant, or employee who fails to conduct the authorized activities on the premises in the manner heretofore described.