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Caring for Your Coast

Gary Jones

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Kerry Silverstrom

Chief Deputy

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Brock Ladewig

Deputy Director

September 19, 2017

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

Dear Supervisors:

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

25 September 26, 2017

LORI GLASGOW
EXECUTIVE OFFICER

**APPROVAL OF CONTRACT WITH EDNET CAREER INSTITUTE, DBA HAMILTON PRIVATE
SECURITY, FOR ARMED SECURITY GUARD SERVICES
(SUPERVISORIAL DISTRICTS 3 AND 4)
(3 VOTES)**

SUBJECT

This action is to award a contract to Ednet Career Institute, DBA Hamilton Private Security, to provide armed security guard services at Isidore B. Dockweiler Recreational Vehicle Park, Burton Chace Park, Dockweiler Youth Center and White Point/Royal Palms Beach.

IT IS RECOMMENDED THAT THE BOARD:

1. Find that armed security guard services can be performed more economically by an outside security guard services operator than by County employees.
2. Approve award of and instruct the Chairman to sign a three-year contract with two one-year optional renewals and an additional twelve month-to-month extension options with Ednet Career Institute, DBA Hamilton Private Security, for armed security guard services, at the Isidore B. Dockweiler Recreational Vehicle Park, Burton Chace Park, Dockweiler Youth Center and White Point/Royal Palms Beach, to commence on October 1, 2017, at an annual contract sum of \$511,227, or \$3,067,362 over the potential total term of six years.
3. Authorize the Director of Beaches and Harbors to exercise the two one-year renewal options and, if needed, the additional twelve month-to-month extensions for this contract, if, in his opinion, Ednet Career Institute, DBA Hamilton Private Security, has effectively performed the services during the previous contract period and the services are still required; to approve and execute change orders

and amendments to incorporate necessary changes within the scope of work; to assign rights or delegation of duties should the contracting entity merge, be acquired or otherwise change entities; to suspend or terminate the contract if, in the opinion of the Director or his designee, it is in the best interest of the County of Los Angeles to do so; and, in the event the contractor resigns or is terminated for any reason, to award service to the next highest-ranking proposer, provided that any reassignment does not exceed available funding and the Director of Beaches and Harbors, or his designee, notifies the Board prior to execution of any such reassignment.

4. Authorize the Director of Beaches and Harbors to increase the annual contract amount by up to 10% in any year, including any renewal option period, for any additional or unforeseen services within the scope of this contract.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of the contract (Attachment I) with Ednet Career Institute, DBA Hamilton Private Security (Hamilton) will enable the Department of Beaches and Harbors (Department) to continue to obtain economical armed security guard services from a responsive and responsible contractor at designated County-owned/operated facilities. Security guard services have been provided by a private operator at Isidore B. Dockweiler Recreational Vehicle Park (RV Park) and Burton Chace Park since 1990 and at the Dockweiler Youth Center since its opening in 2009. An increase in vandalism at White Point/Royal Palms Beach during the current contract term made it necessary to add security guard services at this location. It is desirable to continue these security services in order to protect patrons and staff and to deter vandalism and theft.

Implementation of Strategic Plan Goals

Approval of the contract will promote and further Board-approved Strategic Plan Goal II, Foster Vibrant and Resilient Communities, Strategy II.2.2, Expand Access to Recreational and Cultural Opportunities, by enabling the Department to protect persons and property, including preventing theft and vandalism, at County facilities.

FISCAL IMPACT/FINANCING

The annual contract sum is \$511,227. Should the need arise to add hours for additional armed security guard services due to public events or other unscheduled additional tasks, the contract provides for such services at the rate of \$21.50 per employee hour. In the event such additional costs are incurred, the Department's Director may, by written notice to the contractor, increase the maximum annual compensation by up to 10% in any contract year or optional extension period. This contract does not include any cost of living adjustments during its term.

Operating Budget Impact

The budgeted amount in the Department's Fiscal Year (FY) 2017-18 Final Adopted Budget for this contract is \$412,512. The additional \$98,715, as well as any additional or unforeseen services within the scope of the contract, will be funded from the Department's Operating Budget within budgetary resources. Ongoing appropriation of \$100,000 will be requested in the Department's FY 2018-19 Recommended Budget at no additional net County cost.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The Department is requesting award of the contract to Hamilton, which was determined to be the most responsive and responsible proposer. The recommended contract term is three years, with two one-year extension options and, if needed, an additional maximum of twelve month-to-month extensions that may be exercised at the discretion of the Director. The contract services will commence on October 1, 2017.

The contract provides for 23,778 annual patrol hours by armed, trained security guards (guards), including:

- Dockweiler RV Park - Two guards who will patrol the Dockweiler RV Park from 8:00 p.m. to 6:00 a.m., and one guard who will patrol the immediate vicinity of the Dockweiler RV Park's office from 6:00 p.m. to 6:00 a.m. (excluding the month of January when the RV Park is closed);
- Dockweiler Youth Center - One guard from 8:00 p.m. to 6:00 a.m.;
- Burton Chace Park - Two guards at Burton Chace Park and adjacent areas, one guard from 7:30 p.m. to 6:30 a.m. and one guard from 10:00 p.m. to 6:00 a.m.; and
- White Point/Royal Palms Beach - One guard at the parking lot from 8:00 p.m. to 1:00 a.m. during Daylight Savings Time and from 6:00 p.m. to 11:00 p.m. once Daylight Saving Time ends.

Hamilton will provide three automobiles and communication devices for the guards' use, as well as a Global Positioning System-based guard monitoring system.

The Department has evaluated and determined that the contractor fully complies with the requirements of the Living Wage Program (County Code Chapter 2.201) and has agreed to pay all employees providing these County services a living wage in accordance with the Living Wage Ordinance.

No layoffs or reductions in County workforce or other adverse impacts on employee relations will result from contract award as the work is presently contracted out.

In addition, the contract award fully complies with the mandatory Proposition A requirements contained in County Code section 2.121.380 for the following reasons:

- The Department, using a methodology approved by the Auditor-Controller, has performed a cost analysis, which indicates that the contract is cost-effective. Contracting for these services continues to be more economically performed by an independent contractor than by County employees.
- Award of the contract will not impair the County's ability to respond to emergencies.
- Award of the contract will not result in the unauthorized disclosure of confidential information.
- Alternative services are available in the event of a default by the contractor; therefore, services will not be interrupted.
- Award of the contract will not infringe upon the proper role of the County in its relationship to its citizens.

The contract contains, and the contractor has agreed to, the County's standard provisions, including

consideration of hiring Gain/Grow participants, the Jury Service Program, the Defaulted Property Tax Reduction Program, Safely Surrendered Baby Law and the Zero Tolerance Policy on Human Trafficking.

The CEO's Risk Management Office has approved the insurance coverage, indemnification and liability provisions included in the contract. The contract has been approved as to form by County Counsel.

CONTRACTING PROCESS

On January 25, 2017, the Department issued a Request for Proposals (RFP) seeking qualified vendors to provide armed security guard services. The RFP was advertised in six local community newspapers, with a notice also posted on the County's "Doing Business with L.A. County" internet site and the Department's internet site, where the full document was available for download.

Sixteen vendors attended the Mandatory Proposers' Conference held on February 8, 2017. Ten proposers submitted proposals in response to the RFP. Six met the RFP's minimum requirements and were evaluated, while four were disqualified. A three-person Evaluation Committee (Committee) comprised of staff members from the Department evaluated the six proposals based on a weighted evaluation of (1) price, 40%; (2) approach to contract requirements, 30%; (3) experience and organizational resources, 20%; and (4) Living Wage Compliance, 10%.

Using the informed averaging methodology in accordance with Board Policy 5.054, the Committee determined that Hamilton was the lowest cost and most responsive and responsible proposer, ranking its proposal the highest of the six proposals evaluated.

Pursuant to Living Wage Ordinance requirements, a request for information regarding labor violations was sent to the State of California Division of Labor Standards Enforcement (DLSE) to review and assess any history of labor law violations. The response from DLSE did not reveal any violations for Hamilton.

A review of all proposals evaluated was conducted to determine whether any of the County's Preference Programs were applicable. Three proposers, including Hamilton, provided the required certification for the Local Small Business Enterprise program, and each received the 15% bid preference.

Four of the non-selected proposers requested and received debriefings of their scores. Two of the non-selected proposers provided the Department with a Notice of Intent to Request a Proposed Contractor Selection Review (Notice of Intent). The Department, after receipt of the Notice of Intent from the proposers, provided each with copies of the recommended proposer's proposal and evaluation documents in accordance with the County Protest Policy, as well as copies of their own evaluation documents. After receiving these documents, the proposers did not pursue a protest.

On final analysis and consideration of this contract award, Hamilton was selected without regard to gender, race, creed or color.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The award of this contract will not result in the displacement of any County employees, as these services are currently contracted out. There will be no impact on other County services or projects.

CONCLUSION

Authorize the Executive Officer of the Board to send two copies of the adopted Board letter and two executed copies of the contract to the Department of Beaches and Harbors, Administrative Services Division, 13483 Fiji Way, Trailer #3, Marina del Rey, CA 90292. Should you have any questions, please contact Nicolette Taylor, Contracts and Grants Manager, at ntaylor@bh.lacounty.gov.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'G. Jones', with a stylized, cursive flourish.

GARY JONES

Director

GJ:NT:nt

Enclosures

c: Chief Executive Officer
County Counsel
Executive Officer, Board of Supervisors
Internal Services Department, County-Wide
Contract Compliance Section



CONTRACT

BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

HAMILTON PRIVATE SECURITY

FOR

ARMED SECURITY GUARD SERVICES

**LOS ANGELES COUNTY DEPARTMENT OF BEACHES AND HARBORS
CONTRACT FOR
ARMED SECURITY GUARD SERVICES**

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**LOS ANGELES COUNTY DEPARTMENT OF BEACHES AND HARBORS
CONTRACT FOR
ARMED SECURITY GUARD SERVICES**

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**LOS ANGELES COUNTY DEPARTMENT OF BEACHES AND HARBORS
CONTRACT FOR
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**CONTRACT BETWEEN
COUNTY OF LOS ANGELES
AND
HAMILTON PRIVATE SECURITY
FOR
ARMED SECURITY GUARD SERVICES**

This Contract ("Contract") made and entered into this 26th day of September, 2017 by and between the County of Los Angeles, hereinafter referred to as County and Hamilton Private Security, hereinafter referred to as "Contractor", to provide armed security guard services for the Department of Beaches and Harbors' in Marina del Rey and outdoor public places managed by Los Angeles County.

RECITALS

WHEREAS, this Contract is therefore authorized pursuant to Section 44.7 of the Los Angeles County Charter as implemented by Los Angeles County Code Section Title 2, Chapter 2.121.250; and

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

WHEREAS, the County has determined that it is legal, feasible, and cost-effective to contract for armed security guard services.

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

1.0 APPLICABLE DOCUMENTS

This Contract is intended to integrate within one document the terms for the armed security guard services to be performed for the County by the Contractor. The

Contractor represents to the County that the express representations, certifications, assurances and warranties given in this Contract are true and correct. Appendices A through M and Exhibits A through H are attached to and form a part of this Contract. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, goods, service, or other work, or otherwise between the base Contract, referenced Appendices and the Exhibits, or between Exhibits, such conflict or inconsistency shall be resolved by giving precedence first to the Contract, Appendices and then to the Exhibits.

This Contract constitutes the complete and exclusive statement of understanding between the parties, and supersedes all previous contracts, written, oral, and all communications between the parties relating to the subject matter of this Contract. No change to this Contract shall be valid unless prepared pursuant to sub-paragraph 8.1, Change Notices and Amendments and signed by both parties.

2.0 DEFINITIONS

The headings herein contained are for convenience and reference only and are not intended to define the scope of any provision thereof. The following words as used herein shall be construed to have the following meaning, unless otherwise apparent from the context in which they are used.

- 2.1 Board, Board of Supervisors** – The Board of Supervisors of Los Angeles County.
- 2.2 Chief Deputy** – The Chief Deputy of the Department.
- 2.3 Contract** – This agreement executed between County and Contractor. It sets forth the terms and conditions for the issuance and performance of all tasks, deliverables, services and other work including the Statement of Work, Appendix B.
- 2.4 Contract Administrator (CA)** – The Chief of the Community and Marketing Division of the Department or authorized designee.
- 2.5 Contract Year** – The twelve-month period commencing on the effective date of the Contract and each succeeding twelve-month period over the remaining term of the Contract, including the optional years.

- 2.6 Contractor(s)** – The sole proprietor, partnership, corporation or other person or entity that has entered into this Contract with the County.
- 2.7 Contractor’s Representative (CR)** – The person designated by the Contractor to represent the Contractor in matters related to performance of the Contract.
- 2.8 County** – The County of Los Angeles.
- 2.9 County Counsel** – The Los Angeles County Office of the County Counsel.
- 2.10 Department** – The Los Angeles County Department of Beaches and Harbors.
- 2.11 Director** – The Director of the Department.
- 2.12 Evaluation Committee** – The committee appointed by the Director to evaluate Proposals and to recommend a Proposer(s) as a Contractor(s) pursuant to the RFP.
- 2.13 Living Wage Program** - Mandated by Los Angeles County Code Chapter 2.201.
- 2.14 Offer to Perform** – Form P-1 of the RFP.
- 2.15 Performance Standard** – The essential terms and conditions for the performance of the Contract work as defined in the Contract.
- 2.16 Proposer** – Any person or entity authorized to conduct business in California who submits a Proposal.
- 2.17 Request for Proposals (RFP)** – All parts of this document, including its attachments, exhibits and forms.
- 2.18 Statement of Work** – Explains in detail the Work to be performed by the contract.
- 2.19 Subcontractor** – A person, partnership, company, corporation, or other organization furnishing supplies of services of any nature, equipment, or materials to the Contractor(s), at any tier, under oral or written agreement.

3.0 WORK

- 3.1** Contractor shall perform the work set forth in Appendix B, Statement of Work. Pursuant to the provisions of this Contract, the Contractor shall fully perform, complete and deliver on time all tasks, deliverables, services and other work as set forth herein. If the Contractor provides any tasks, deliverables, goods,

services, or other work, other than as specified in this Contract, the same shall be deemed to be a gratuitous effort on the part of the Contractor, and the Contractor shall have no claim whatsoever against the County.

- 3.2** The County may rescind the Contract for the Contractor's misrepresentation of any of the matters mentioned in 1.0, Applicable Documents. In the case of a misrepresentation of facts set forth in Section 8.44, Termination for Improper Consideration, a penalty may be assessed in the amount of the fee paid by the Contractor to a third person for the award of the Contract.

3.3 Re-Award of Contract

If the Contractor is dismissed or resigns from his/her contractual agreement, or if the Contract is terminated for any reason, the Director, in his sole discretion, may award the Contract to the next highest ranking and responsive/responsible proposer amongst the original proposals or solicit proposals again.

4.0 CONTRACT TERM

4.1 Initial Term

The term of this Contract shall be three years, commencing on July 1, 2017 or upon execution by the County's Board of Supervisors, whichever occurs later, and unless sooner terminated or extended, in whole or in part, as provided in this Contract.

4.2 Two One-Year/Twelve Month-to-Month Extensions

If the Director of the County's Department of Beaches and Harbors (the "Director") determines that it is in the interest of the County to do so, he may grant up to two one-year extensions of the Contract term. Each such extension shall be exercised at the sole discretion of the Director or his designee. The Director may exercise the first option by notifying the Contractor in writing before the Contract expiration date. The Director may exercise the second option by notifying the Contractor in writing before the expiration of the first one-year extension option.

The Director may also extend the Contract term on a month-to-month basis subject to the terms and conditions of this Contract. Up to twelve month-to-month extensions may be granted, which shall be effective only if executed

in writing by the Director or Chief Deputy. The County maintains a database that tracks/monitors performance history. Information entered into such databases may be used for a variety of purposes, including determining whether the County will exercise a contract term extension option.

4.3 Contractor to Notify County when it is Within Six Months from Expiration of Term

The Contractor shall notify the Department when this Contract is within six months of the expiration of the term as provided for hereinabove. Upon occurrence of this event, the Contractor shall send written notification to the Department at the address herein provided in Exhibit H - County's Administration.

4.4 Survival of Obligations

Notwithstanding the stated term of the Contract, some obligations assumed in the Contract shall survive its termination, such as, but not limited to, the Contractor's obligation to retain and allow inspection by the County of its books, records, and accounts relating to its performance of the Contract work.

4.5 Duty of Cooperation upon Expiration or Termination of Contract

Upon expiration of the Contract term or any optional extension period or termination of the Contract for any reason, the Contractor will cooperate with the County and the successor contractor in transferring records and County property and allowing the successor contractor access to all information and County facilities necessary to ensure uninterrupted armed security guard services.

5.0 CONTRACT SUM

5.1 Compensation

The net amount the County shall expend from its own funds during the Contract term for armed security guard services shall not exceed the maximum annual amount provided by Contractor's submitted Form P-1, Offer to Perform, per Contract year, based on the Department's needs and availability of funds in the County budget. The County may at its discretion expend any portion, all or none of the stipulated amount.

5.2 Written Approval for Reimbursement

The Contractor shall not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. Assumption or takeover of any of the Contractor's duties, responsibilities, or obligations, or performance of same by any person or entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, shall not occur except with the County's express prior written approval.

5.3 Increase of Contract Sum by Director

Notwithstanding Section 5.1, the Director may, by written notice to the Contractor(s), increase the maximum annual amount by up to 10 percent during the Contract term, or any extension periods, to cover needed, increased services in the scope of the Contract, subject to the availability of funds in the Department's budget.

5.4 Increase or Decrease in Service Area

Should the areas to be patrolled (Exhibit A) be modified in accordance with Appendix B, Section 2.0, the Contractor's compensation shall be modified as agreed by the parties in proportion to the reduction or increase in the Contractor's wage and benefit costs at the effective date of this Contract.

5.5 Additional Work

The Contractor shall be compensated for additional work authorized in writing by the Director at the proposed price per hour quoted on Form P-1 of the proposal. Such additional work shall be subject to Sections 5.1 and 8.47. Special events, emergencies or unscheduled service shall be considered additional work subject to this Section. However, no payment for additional work shall be made where the Contractor has adjusted regular employee schedules to cover additional work or where additional work results from the Contractor's inadequate performance of scheduled duties.

5.6 No Increase in Annual or Hourly Rate(s) of Compensation

Notwithstanding any increase in the Contractor's salary costs or other overhead, no increase in the annual or hourly rate(s) of compensation quoted in Form P-1 shall be given during the term of the Contract or any extension period.

5.7 Notification of 75% of Total Contract Sum

The Contractor shall maintain a system of record keeping that will allow the Contractor to determine when it has incurred seventy-five percent (75%) of the total contract sum under this Contract. Upon occurrence of this event, the Contractor shall send written notification to the Department.

5.8 No Payment for Services Provided Following Expiration/Termination of Contract

The Contractor shall have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by the Contractor after the expiration or other termination of this Contract. Should the Contractor receive any such payment it shall immediately notify County and shall immediately repay all such funds to County. Payment to County for services rendered after expiration/termination of this Contract shall not constitute a waiver of County's right to recover such payment from the Contractor. This provision shall survive the expiration or other termination of this Contract.

5.9 Invoices and Payment

5.9.1 The Contractor shall invoice the County only for providing the tasks, deliverables, goods, services, and other work specified in Appendix B, Statement of Work and elsewhere hereunder. The Contractor shall prepare invoices, which shall include the charges owed to the Contractor by the County under the terms of this Contract. The Contractor's payments shall be as provided in Form P-1, Offer to Perform, and the Contractor shall be paid only for the tasks, deliverables, goods, services and other work approved in writing by the County. If the County does not approve work in writing no payment shall be due to the Contractor for that work.

5.9.2 The Contractor shall submit an invoice to the Department on or before the fifteenth of the month for compensation earned during the preceding calendar month. The Contractor shall submit two copies of each invoice for which it claims payment. Invoices shall identify the Contract number, Contractor address, the dates and locations where work was performed and the names of employees who performed the work. If unscheduled and/or additional work was performed during the month, the Contractor shall prepare and submit a separate invoice showing the foregoing information as well as the number of hours worked by each employee and the hourly rates of compensation. All invoices under this Contract shall be submitted to the following address:

**Los Angeles County
Department of Beaches and Harbors
Financial Services Section
13575 Mindanao Way
Marina del Rey, CA 90292**

The County may withhold from payment any amount assessed by the Contract Administrator which is authorized as a set off, withholding by the terms and conditions of the Contract, including but not limited to liquidated damages pursuant to Section 8.43, Termination for Default. Upon the Department's receipt and the Contract Administrator's review and approval of the invoice, the County shall pay the net amount currently payable shown on the invoice less any other setoff or deduction authorized by the Contract. Such setoffs and deductions include, but are not limited to, the cost of replacement services.

5.10 Prop A - Living Wage Program:

No invoice will be approved for payment unless the following is included:

- Exhibit G - Payroll Statement of Compliance

5.11 Local Small Business Enterprise – Prompt Payment Program

Certified Local SBEs will receive prompt payment for services they provide to County departments. Prompt payment is defined as 15 calendar days after receipt of an undisputed invoice.

6.0 ADMINISTRATION OF CONTRACT – COUNTY

A listing of County Administration referenced in the following sub-paragraph is designated in Exhibit H - County's Administration. The County will notify the Contractor in writing of any change in the name of the address shown.

6.1 County's Contract Administrator

Responsibilities of the County's Contract Administrator include:

- ensuring that the objectives of this Contract are met;
- providing direction to the Contractor in the areas relating to County policy, information requirements, and procedural requirements;
- meeting with the Contractor's Contract Representative on a regular basis; and
- inspecting any and all tasks, deliverables, goods, services, or other work provided by or on behalf of the Contractor.

The County's Contract Administrator is not authorized to make any changes in any of the terms and conditions of this Contract and is not authorized to further obligate County in any respect whatsoever.

7.0 ADMINISTRATION OF CONTRACT – CONTRACTOR

7.1 Contractor's Contract Representative

The Contractor's Contract Representative is designated in Form P-15 - Contractor's Administration. The Contractor shall notify the County in writing of any change in the name or address of the Contractor's Contract Representative. The Contractor's Contract Representative shall be responsible for the Contractor's day-to-day activities as related to this Contract and shall coordinate with County's Contract Representative on a regular basis.

7.2 Approval of Contractor's Staff

County has the absolute right to approve or disapprove all of the Contractor's staff performing work hereunder and any proposed changes in the Contractor's staff, including, but not limited to, the Contractor's Contract Administrator.

7.3 Contractor's Staff Identification

Contractor shall provide, at Contractor's expense, all staff providing services under this Contract with a photo identification badge.

7.4 Background and Security Investigations

7.4.1 Each of Contractor's staff performing services under this Contract, who is in a designated sensitive position, as determined by County in County's sole discretion, shall undergo and pass a background investigation to the satisfaction of County as a condition of beginning and continuing to perform services under this Contract. Such background investigation must be obtained through fingerprints submitted to the California Department of Justice to include State, local and federal-level review, which may include, but shall not be limited to, criminal conviction information. The fees associated with the background investigation shall be at the expense of the Contractor, regardless of whether the member of Contractor's staff passes or fails the background investigation.

7.4.2 If a member of Contractor's staff does not pass the background investigation, County may request that the member of Contractor's staff be immediately removed from performing services under the Contract at any time during the term of the Contract. County will not provide to Contractor or to Contractor's staff any information obtained through the County's background investigation.

7.4.3 County, in its sole discretion, may immediately deny or terminate facility access to any member of Contractor's staff that does not pass such investigation to the satisfaction of the County or whose background or conduct is incompatible with County facility access.

7.4.4 Disqualification of any member of Contractor's staff pursuant to this paragraph 7.4 shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

7.5 Confidentiality

7.5.1 Contractor shall maintain the confidentiality of all records and information in accordance with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures relating to confidentiality, including, without limitation, County policies concerning information technology security and the protection of confidential records and information.

7.5.2 Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with this Paragraph 7.5, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 7.5 shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and to reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of County without County's prior written approval.

7.5.3 Contractor shall inform all of its officers, employees, agents and subcontractors providing services hereunder of the confidentiality provisions of this Contract.

8.0 STANDARD TERMS AND CONDITIONS

8.1 CHANGE NOTICES AND AMENDMENTS

8.1.1 A Change Notice shall be prepared, and executed by the Contractor and the Director for any changes, deemed by the Director as necessary for the appropriate execution of security services, and which affect the Contractor's service requirements as set forth in Exhibit B, Statement of Work, and any corresponding changes in the Contract Sum, not to exceed the annual contract amount plus ten percent.

8.1.2 For any change which affects the scope of work, term, contract sum, payments, or any term or condition included under this Contract, an amendment to the Contract shall be prepared and executed by the Contractor and by the Director of the Department and/or his designee.

8.1.3 The County's Board of Supervisors or Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in the Contract during the term of this Contract. The County reserves the right to add and/or change such provisions as required by the County's Board of Supervisors or Chief Executive Officer. To implement such changes, an Amendment to the Contract shall be prepared and executed by the Contractor and by the Director of the Department and/or his designee.

8.1.4 The Director of the Department or his/her designee, may at his/her sole discretion, authorize extensions of time as defined in Paragraph 4.0 - Contract Term. The Contractor agrees that such extensions of time shall not change any other term or condition of this Contract during the period of such extensions. To implement an extension of time, an Amendment to the Contract shall be prepared and executed by the Contractor and by the Director of the Department and/or his designee.

8.2 ASSIGNMENT AND DELEGATION

- 8.2.1** The Contractor shall not assign its rights or delegate its duties under this Contract, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this sub-paragraph, County consent shall require a written amendment to the Contract, which is formally approved and executed by the parties. Any payments by the County to any approved delegate or assignee on any claim under this Contract shall be deductible, at County's sole discretion, against the claims, which the Contractor may have against the County.
- 8.2.2** Shareholders, partners, members, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Contract, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Contract.
- 8.2.3** Any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any person or entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of the Contract which may result in the termination of this Contract. 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.

8.3 AUTHORIZATION WARRANTY

The Contractor represents and warrants that the person executing this Contract for the Contractor is an authorized agent who has actual authority to bind the Contractor to each and every term, condition, and obligation of this Contract and that all requirements of the Contractor have been fulfilled to provide such actual authority.

8.4 BUDGET REDUCTIONS

In the event that the County's Board of Supervisors adopts, in any fiscal year, a County Budget which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County Contracts, the County reserves the right to reduce its payment obligation under this Contract correspondingly for that fiscal year and any subsequent fiscal year during the term of this Contract (including any extensions), and the services to be provided by the Contractor under this Contract shall also be reduced correspondingly. The County's notice to the Contractor regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the Board's approval of such actions. Except as set forth in the preceding sentence, the Contractor shall continue to provide all of the services set forth in this Contract.

8.5 COMPLAINTS

The Contractor shall develop, maintain and operate procedures for receiving, investigation and responding to complaints.

8.5.1 Within 10 business days after the Contract effective date, the Contractor shall provide the County with the Contractor's policy for receiving, investigating and responding to user complaints.

8.5.2 The County will review the Contractor's policy and provide the Contractor with approval of said plan or with requested changes.

8.5.3 If the County requests changes in the Contractor's policy, the Contractor shall make such changes and resubmit the plan within 10 business days for County approval.

- 8.5.4** If, at any time, the Contractor wishes to change the Contractor's policy, the Contractor shall submit proposed changes to the County for approval before implementation.
- 8.5.5** The Contractor shall preliminarily investigate all complaints and notify the County's Contract Administrator of the status of the investigation within 10 business days of receiving the complaint.
- 8.5.6** When complaints cannot be resolved informally, a system of follow-through shall be instituted which adheres to formal plans for specific actions and strict time deadlines.
- 8.5.7** Copies of all written responses shall be sent to the County's Contract Administrator within 10 business days of mailing to the complainant.

8.6 COMPLIANCE WITH APPLICABLE LAW

- 8.6.1** In the performance of this Contract, Contractor shall comply with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, and all provisions required thereby to be included in this Contract are hereby incorporated herein by reference.
- 8.6.2** Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 8.6 shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County.

Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense,

except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of County without County's prior written approval.

8.7 COMPLIANCE WITH CIVIL RIGHTS LAWS

The Contractor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract. The Contractor shall comply with Form P-8 - Contractor's EEO Certification.

8.8 COMPLIANCE WITH COUNTY'S JURY SERVICE PROGRAM

8.8.1 Jury Service Program:

This Contract is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code, a copy of which is attached as Appendix F and incorporated by reference into and made a part of this Contract.

8.8.2 Written Employee Jury Service Policy.

1. Unless the Contractor has demonstrated to the County's satisfaction either that the Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that the Contractor qualifies for an

exception to the Jury Service Program (Section 2.203.070 of the County Code), the Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.

2. For the purpose of this sub-paragraph, "Contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County Contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full-time employee of the Contractor. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If the Contractor uses any Subcontractor to perform services for the County under the Contract, the Subcontractor shall also be subject to the provisions of this sub-paragraph. The provisions of this sub-paragraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.
3. If the Contractor is not required to comply with the Jury Service Program when the Contract commences, the Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and the

Contractor shall immediately notify the County if the Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if the Contractor no longer qualifies for an exception to the Jury Service Program. In either event, the Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Contract and at its sole discretion, that the Contractor demonstrate to the County's satisfaction that the Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that the Contractor continues to qualify for an exception to the Program.

4. Contractor's violation of this sub-paragraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract and/or bar the Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

8.9 CONFLICT OF INTEREST

8.9.1 No County employee whose position with the County enables such employee to influence the award of this Contract or any competing Contract, and no spouse or economic dependent of such employee, shall be employed in any capacity by the Contractor or have any other direct or indirect financial interest in this Contract. No officer or employee of the Contractor who may financially benefit from the performance of work hereunder shall in any way participate in the County's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the County's approval or ongoing evaluation of such work.

8.9.2 The 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 Contract. The Contractor warrants that it is not now aware of any facts that create a conflict of interest. If the Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to the County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this subparagraph shall be a material breach of this Contract.

8.10 CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF/OR RE-EMPLOYMENT LIST

Should the Contractor require additional or replacement personnel after the effective date of this Contract to perform the services set forth herein, the Contractor shall give first consideration for such employment openings to qualified, permanent County employees who are targeted for layoff or qualified, former County employees who are on a re-employment list during the life of this Contract.

8.11 CONSIDERATION OF HIRING GAIN/GROW PROGRAM PARTICIPANTS

8.11.1 Should the Contractor require additional or replacement personnel after the effective date of this Contract, the Contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that the Contractor will interview qualified candidates. The County will refer GAIN/GROW participants by job category to the Contractor.

8.11.2 In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees shall be given first priority.

8.12 COUNTY RESPONSIBILITY AND DEBARMENT

8.12.1 Responsible Contractor

A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the County's policy to conduct business only with responsible Contractors.

8.12.2 Chapter 2.202 of the County Code

The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Contractor on this or other contracts which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in the Contract, debar the Contractor from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five years but may exceed five years or be permanent if warranted by the circumstances, and terminate any or all existing contracts the Contractor may have with the County.

8.12.3 Non-responsible Contractor

The County may debar a Contractor if the Board of Supervisors finds, in its discretion, that the Contractor has done any of the following: (1) violated a term of a contract with the County or a nonprofit corporation created by the County, (2) committed an act or omission which negatively reflects on the Contractor's quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business

honesty, or (4) made or submitted a false claim against the County or any other public entity.

8.12.4 Contractor Hearing Board

1. If there is evidence that the Contractor may be subject to debarment, the Department will notify the Contractor in writing of the evidence which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.
2. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.
3. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
4. If a Contractor has been debarred for a period longer than five (5) years, that Contractor may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately

demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the County.

5. The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the Contractor has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.
6. The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

8.12.5 Subcontractors of Contractors

These terms shall also apply to Subcontractors of County Contractors.

8.13 CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW

The Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the County's policy to encourage all County Contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Contractor's place of business. The Contractor will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. The County's Department of Children and Family Services will supply the Contractor with the poster to be used. Information on how to receive the poster can be found on the Internet at www.babysafela.org.

8.14 CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

8.14.1 The Contractor acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through contracts are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

8.14.2 As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the Contractor's duty under this Contract to comply with all applicable provisions of law, the Contractor warrants that it is now in compliance and shall during the term of this Contract maintain in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for

Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

8.15 COUNTY'S QUALITY ASSURANCE PLAN

The County or its agent will evaluate the Contractor's performance under this Contract on not less than an annual basis. Such evaluation will include assessing the Contractor's compliance with all Contract terms and conditions and performance standards. Contractor deficiencies which the County determines are severe or continuing and that may place performance of the Contract in jeopardy if not corrected will be reported to the Board of Supervisors. The report will include improvement/corrective action measures taken by the County and the Contractor. If improvement does not occur consistent with the corrective action measures, the County may terminate this Contract or impose other penalties as specified in this Contract.

8.16 DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS

8.16.1 The Contractor shall repair, or cause to be repaired, at its own cost, any and all damage to County facilities, buildings, or grounds caused by the Contractor or employees or agents of the Contractor. Such repairs shall be made immediately after the Contractor has become aware of such damage, but in no event later than thirty (30) days after the occurrence.

8.16.2 If the Contractor fails to make timely repairs, County may make any necessary repairs. All costs incurred by County, as determined by County, for such repairs shall be repaid by the Contractor by cash payment upon demand.

8.17 EMPLOYMENT ELIGIBILITY VERIFICATION

8.17.1 The Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. The Contractor shall

obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered employees for the period prescribed by law.

8.17.2 The Contractor shall indemnify, defend, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

8.18 FACSIMILE REPRESENTATIONS

The County and the Contractor hereby agree to regard facsimile representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Change Notices and Amendments prepared pursuant to sub-paragraph 8.1, and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed to Change Notices and Amendments to this Contract, such that the parties need not follow up facsimile transmissions of such documents with subsequent (non-facsimile) transmission of "original" versions of such documents.

8.19 FAIR LABOR STANDARDS

The Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act and shall indemnify, defend, and hold harmless the County and 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

work performed by the Contractor's employees for which the County may be found jointly or solely liable.

8.20 FORCE MAJEURE

8.20.1 Neither Party shall be liable for such party's failure to perform its obligations under and in accordance with this Contract, if such failure arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's subcontractors), freight embargoes, or other similar events to those described above, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of such party (such events are referred to in this sub-paragraph as "force majeure events").

8.20.2 Notwithstanding the foregoing, a default by a subcontractor of Contractor shall not constitute a force majeure event, unless such default arises out of causes beyond the control of both Contractor and such subcontractor, and without any fault or negligence of either of them. In such case, Contractor shall not be liable for failure to perform, unless the goods 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. As used in this sub-paragraph, the term "subcontractor" and "subcontractors" mean subcontractors at any tier.

8.20.3 In the event Contractor's failure to perform arises out of a force majeure event, Contractor agrees to use commercially reasonable best efforts to obtain goods or services from other sources, if applicable, and to otherwise mitigate the damages and reduce the delay caused by such force majeure event.

8.21 GOVERNING LAW, JURISDICTION, AND VENUE

This Contract shall be governed by, and construed in accordance with, the laws of the State of California. The Contractor agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes

regarding this Contract and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

8.22 INDEPENDENT CONTRACTOR STATUS

8.22.1 This Contract is by and between the County and the 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 the County and the 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.

8.22.2 The Contractor shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract all compensation and benefits. The County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the Contractor.

8.22.3 The Contractor understands and agrees that all persons performing work pursuant to this Contract are, for purposes of Workers' Compensation liability, solely employees of the Contractor and not employees of the County. The Contractor shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the Contractor pursuant to this Contract.

8.22.4 The Contractor shall adhere to the provisions stated in sub-paragraph 7.5, Confidentiality.

8.23 INDEMNIFICATION

The Contractor shall indemnify, defend and hold harmless the County, its Special Districts, elected and appointed officers, employees, agents and volunteers ("County Indemnitees") from and against any and all liability, including but not limited to demands, claims, actions, fees, costs and

expenses (including attorney and expert witness fees), arising from and/or relating to this Contract, except for such loss or damage arising from the sole negligence or willful misconduct of the County Indemnitees.

8.24 GENERAL PROVISIONS FOR ALL INSURANCE COVERAGE

Without limiting Contractor's indemnification of County, and in the performance of this Contract and until all of its obligations pursuant to this Contract have been met, Contractor shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in Sections 8.24 and 8.25 of this Contract. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon Contractor pursuant to this Contract. The County in no way warrants that the Required Insurance is sufficient to protect the Contractor for liabilities which may arise from or relate to this Contract.

8.24.1 Evidence of Coverage and Notice to County

- Certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) has been given Insured status under the Contractor's General Liability policy, shall be delivered to County at the address shown below and provided prior to commencing services under this Contract.
- Renewal Certificates shall be provided to County not less than 10 days prior to Contractor's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required Contractor and/or Sub-Contractor insurance policies at any time.
- Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Contract by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the Contractor identified as the contracting party in this Contract. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts

of any policy deductibles or self-insured retentions exceeding fifty thousand (\$50,000.00) dollars, and list any County required endorsement forms.

- Neither the County's failure to obtain, nor the County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the Contractor, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.

Certificates and copies of any required endorsements shall be sent to:

Los Angeles County Department of Beaches and Harbors

Administrative Services Division, Contracts Unit

13483 Fiji Way, Trailer #3

Marina del Rey, CA 90292

Contractor also shall promptly report to County any injury or property damage accident or incident, including any injury to a Contractor employee occurring on County property, and any loss, disappearance, destruction, misuse, or theft of County property, monies or securities entrusted to Contractor. Contractor also shall promptly notify County of any third party claim or suit filed against Contractor or any of its Sub-Contractors which arises from or relates to this Contract, and could result in the filing of a claim or lawsuit against Contractor and/or County.

8.24.2 Additional Insured Status and Scope of Coverage

The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (collectively County and its Agents) shall be provided additional insured status under Contractor's General Liability policy with respect to liability arising out of Contractor's ongoing and completed operations performed on behalf of the County. County and its Agents additional insured status shall apply with respect to liability and defense of suits arising out of the Contractor's acts or omissions, whether such liability is attributable to the Contractor or to the County. The full policy limits and scope of

protection also shall apply to the County and its Agents as an additional insured, even if they exceed the County's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

8.24.3 Cancellation of or Changes in Insurance

Contractor shall provide County with, or Contractor's insurance policies shall contain a provision that County shall receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice shall be provided to County at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of the Contract, in the sole discretion of the County, upon which the County may suspend or terminate this Contract.

8.24.4 Failure to Maintain Insurance

Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Contract, upon which County immediately may withhold payments due to Contractor, and/or suspend or terminate this Contract. County, at its sole discretion, may obtain damages from Contractor resulting from said breach. Alternatively, the County may purchase the Required Insurance, and without further notice to Contractor, deduct the premium cost from sums due to Contractor or pursue Contractor reimbursement.

8.24.5 Insurer Financial ratings

Coverage shall be placed with insurers acceptable to the County of Los Angeles with A.M. Best ratings of not less than A:VII unless otherwise approved by County.

8.24.6 Contractor's Insurance Shall be Primary

Contractor's insurance policies, with respect to any claims related to this Contract, shall be primary with respect to all other sources of coverage available to Contractor. Any County maintained insurance or self-insurance coverage shall be in excess of and not contribute to any Contractor coverage.

8.24.7 Waivers of Subrogation

To the fullest extent permitted by law, the Contractor hereby waives its rights and its insurer(s)' rights of recovery against County under all the Required Insurance for any loss arising from or relating to this Contract. The Contractor shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.

8.24.8 Sub-Contractor Insurance Coverage Requirements

Contractor shall include all Sub-Contractors as insureds under Contractor's own policies, or shall provide County with each Sub-Contractor's separate evidence of insurance coverage. Contractor shall be responsible for verifying each Sub-Contractor complies with the Required Insurance provisions herein, and shall require that each Sub-Contractor name the County and Contractor as additional insureds on the Sub-Contractor's General Liability policy. Contractor shall obtain County's prior review and approval of any Sub-Contractor request for modification of the Required Insurance.

8.24.9 Deductibles and Self-Insured Retentions (SIRs)

Contractor's policies shall not obligate the County to pay any portion of any Contractor deductible or SIR. The County retains the right to require Contractor to reduce or eliminate policy deductibles and SIRs as respects the County, or to provide a bond guaranteeing Contractor's payment of all deductibles and SIRs, including all related claims investigation, administration and defense expenses. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

8.24.10 Claims made Coverage

If any part of the Required Insurance is written on a claims made basis, any policy retroactive date shall precede the effective date of this Contract. Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following Contract expiration, termination or cancellation.

8.24.11 Application of Excess Liability Coverage

Contractors may use a combination of primary and excess insurance policies which provide coverage as broad as the underlying primary policies, to satisfy the Required Insurance provisions.

8.24.12 Separation of Insureds

All liability policies shall provide cross-liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.) separation of insureds provision with no insured versus insured exclusions or limitations.

8.24.13 Alternative Risk Financing Programs

The County reserves the right to review, and then approve, Contractor use of self-insurance, risk retention groups, risk purchasing groups, pooling arrangements and captive insurance to satisfy the Required Insurance provisions. The County and its Agents shall be designated as an Additional Covered Party under any approved program.

8.24.14 County Review and Approval of Insurance Requirements

The County reserves the right to review and adjust the Required Insurance provisions, conditioned upon County's determination of changes in risk exposures.

8.25 INSURANCE COVERAGE

8.25.1 Commercial General Liability insurance (providing scope of coverage equivalent to ISO policy form CG 00 01), naming County and its Agents as an additional insured, with limits of not less than:

General Aggregate: \$4 million

Products/Completed Operations Aggregate: \$4 million

Personal and Advertising Injury: \$2 million

Each Occurrence: \$2 million

8.25.2 Automobile Liability insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than \$1 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance shall cover liability arising out of Contractor's use of autos pursuant to this Contract, including owned, leased, hired, and/or non-owned autos, as each may be applicable.

8.25.3 Workers Compensation and Employer's Liability insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$1 million per accident. If Contractor will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer, and the endorsement form shall be modified to provide that County will receive not less than thirty (30) days advance written notice of cancellation of this coverage provision. If applicable to Contractor's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

8.25.4 Professional Liability/Errors and Omissions Insurance covering Contractor's liability arising from or related to this Contract, with limits of not less than \$1 million per claim and \$2 million aggregate. Further, Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following this Agreement's expiration, termination or cancellation.

8.25.5 Property Damage Contractors given exclusive use of County owned or leased property shall carry coverage with limits of not less than \$50,000. The County and its Agents shall be named as an Additional Insured and Loss payee on Contractor's insurance as its interests may appear.

8.26 LIQUIDATED DAMAGES

8.26.1 If, in the judgment of the Director of the Department, or his/her designee, the Contractor is deemed to be non-compliant with the terms and obligations assumed hereby, the Director of the Department, or his/her designee, at his/her option, in addition to, or in lieu of, other remedies provided herein, may withhold the entire monthly payment or deduct pro rata from the Contractor's invoice for work not performed. A description of the work not performed and the amount to be withheld or deducted from payments to the Contractor from the County, will be forwarded to the Contractor by the Director of the Department, or his/her designee, in a written notice describing the reasons for said action.

8.26.2 If the Director of the Department, or his/her designee, determines that there are deficiencies in the performance of this Contract that the Director of the Department, or his/her designee, deems are correctable by the Contractor over a certain time span, the Director of the Department, or his/her designee, will provide a written notice to the Contractor to correct the deficiency within specified time frames. Should the Contractor fail to correct deficiencies within said time frame, the Director of the Department, or his/her designee, may: (a) Deduct from the Contractor's payment, pro rata, those applicable

portions of the Monthly Contract Sum; and/or (b) Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the Contractor to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages is One Hundred Dollars (\$100) per day per infraction, or as specified in the Performance Requirements Summary (PRS) Chart, as defined in Appendix B, Statement of Work, hereunder, and that the Contractor shall be liable to the County for liquidated damages in said amount. Said amount shall be deducted from the County's payment to the Contractor; and/or (c) Upon giving five (5) days' notice to the Contractor for failure to correct the deficiencies, the County may correct any and all deficiencies and the total costs incurred by the County for completion of the work by an alternate source, whether it be County forces or separate private contractor, will be deducted and forfeited from the payment to the Contractor from the County, as determined by the County.

8.26.3 The action noted in sub-paragraph 8.26.2 shall not be construed as a penalty, but as adjustment of payment to the Contractor to recover the County cost due to the failure of the Contractor to complete or comply with the provisions of this Contract.

8.26.4 This sub-paragraph shall not, in any manner, restrict or limit the County's right to damages for any breach of this Contract provided by law or as specified in the PRS or sub-paragraph 8.26.2, and shall not, in any manner, restrict or limit the County's right to terminate this Contract as agreed to herein.

8.27 MOST FAVORED PUBLIC ENTITY

If the Contractor's prices decline, or should the Contractor at any time during the term of this Contract provide the same goods or services under similar quantity and delivery conditions to the State of California or any county, municipality, or district of the State at prices below those set forth in this Contract, then such lower prices shall be immediately extended to the County.

8.28 NONDISCRIMINATION AND AFFIRMATIVE ACTION

8.28.1 The Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.

8.28.2 The Contractor shall certify to, and comply with, the provisions of Form P-8 - Contractor's EEO Certification.

8.28.3 The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: 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.

8.28.4 The Contractor certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.

8.28.5 The Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age,

physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.

8.28.6 The Contractor shall allow County representatives access to the Contractor's employment records during regular business hours to verify compliance with the provisions of this sub-paragraph 8.28 when so requested by the County.

8.28.7 If the County finds that any provisions of this sub-paragraph 8.28 have been violated, such violation shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract. While the County reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment and Housing Commission or the Federal Equal Employment Opportunity Commission that the Contractor has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by the County that the Contractor has violated the anti-discrimination provisions of this Contract.

8.28.8 The parties agree that in the event the Contractor violates any of the anti-discrimination provisions of this Contract, the County shall, at its sole option, be entitled to the sum of Five Hundred Dollars (\$500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

8.29 NON EXCLUSIVITY

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with the Contractor. This Contract shall not restrict the County from acquiring similar, equal or like goods and/or services from other entities or sources.

8.30 NOTICE OF DELAYS

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

8.31 NOTICE OF DISPUTES

The Contractor shall bring to the attention of the County's Contract Administrator any dispute between the County and the Contractor regarding the performance of services as stated in this Contract. If the County's Contract Administrator is not able to resolve the dispute, the Director of the Department or designee shall resolve it.

8.32 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

The Contractor shall notify its employees, and shall require each Subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice No. 1015, Appendix H.

8.33 NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW

The Contractor shall notify and provide to its employees, and shall require each Subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in Appendix I of this Contract and is also available on the Internet at www.babysafela.org for printing purposes.

8.34 NOTICES

All notices or demands required or permitted to be given or made under this Contract shall be in writing and shall be hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, addressed to the parties as identified in Exhibit H - County's Administration and P-15 - Contractor's Administration. Addresses may be changed by either party giving ten (10) days' prior written notice thereof to the other party. The Director of the Department (or his/her designee) shall have the authority to issue all notices or demands required or permitted by the County under this Contract.

8.35 PROHIBITION AGAINST INDUCEMENT OR PERSUASION

Notwithstanding the above, the Contractor and the County agree that, during the term of this Contract and for a period of one year thereafter, neither party shall in any way intentionally induce or persuade any employee of one party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

8.36 PUBLIC RECORDS ACT

8.36.1 Any documents submitted by the Contractor; all information obtained in connection with the County's right to audit and inspect the Contractor's documents, books, and accounting records pursuant to sub-paragraph 8.38 - Record Retention and Inspection/Audit Settlement of this Contract; as well as those documents which were required to be submitted in response to the Request for Proposals (RFP) used in the solicitation process for this Contract, become the exclusive property of the County. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". The County shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

8.36.2 In the event the County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a proposal marked “trade secret”, “confidential”, or “proprietary”, the Contractor agrees to defend and indemnify the County from all costs and expenses, including reasonable attorney’s fees, in action or liability arising under the Public Records Act.

8.37 PUBLICITY

8.37.1 The Contractor shall not disclose any details in connection with this Contract to any person or entity except as may be otherwise provided hereunder 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 the Contractor from publishing its role under this Contract within the following conditions:

- The Contractor shall develop all publicity material in a professional manner; and
- During the term of this Contract, the Contractor shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the County without the prior written consent of the County’s Contract Administrator. The County shall not unreasonably withhold written consent.

8.37.2 The Contractor may, without the prior written consent of County, indicate in its proposals and sales materials that it has been awarded this Contract with the County of Los Angeles, provided that the requirements of this sub-paragraph 8.37 shall apply.

8.38 RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT

The Contractor shall maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. The Contractor shall also maintain accurate and complete employment and other records relating to its performance of this

Contract. The Contractor agrees that the County, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Contract. All such material, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, shall be kept and maintained by the Contractor and shall be made available to the County during the term of this Contract and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by the Contractor at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the Contractor shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

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

8.38.2 Failure on the part of the Contractor to comply with any of the provisions of this sub-paragraph 8.38 shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.

8.38.3 If, at any time during the term of this Contract or within five (5) years after the expiration or termination of this Contract, representatives of the County conduct an audit of the Contractor regarding the work performed under this Contract, and if such audit finds that the County's dollar liability for any such work is less than payments made by the County to the Contractor, then the difference shall be either: a) repaid by the

Contractor to the County by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the Contractor from the County, whether under this Contract or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to the Contractor, then the difference shall be paid to the Contractor by the County by cash payment, provided that in no event shall the County's maximum obligation for this Contract exceed the funds appropriated by the County for the purpose of this Contract.

8.39 RECYCLED BOND PAPER

Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at the County landfills, the Contractor agrees to use recycled-content paper to the maximum extent possible on this Contract.

8.40 SUBCONTRACTING

8.40.1 The requirements of this Contract may not be subcontracted by the Contractor **without the advance approval of the County**. Any attempt by the Contractor to subcontract without the prior consent of the County may be deemed a material breach of this Contract.

8.40.2 If the Contractor desires to subcontract, the Contractor shall provide the following information promptly at the County's request:

- A description of the work to be performed by the Subcontractor;
- A draft copy of the proposed subcontract; and
- Other pertinent information and/or certifications requested by the County.

8.40.3 The Contractor shall indemnify, defend, and hold the County harmless with respect to the activities of each and every Subcontractor in the same manner and to the same degree as if such Subcontractor(s) were the Contractor employees.

- 8.40.4** The Contractor shall remain fully responsible for all performances required of it under this Contract, including those that the Contractor has determined to subcontract, notwithstanding the County's approval of the Contractor's proposed subcontract.
- 8.40.5** The County's consent to subcontract shall not waive the County's right to prior and continuing approval of any and all personnel, including Subcontractor employees, providing services under this Contract. The Contractor is responsible to notify its Subcontractors of this County right.
- 8.40.6** The Director of the Department is authorized to act for and on behalf of the County with respect to approval of any subcontract and Subcontractor employees. After approval of the subcontract by the County, Contractor shall forward a fully executed subcontract to the County for their files.
- 8.40.7** The Contractor shall be solely liable and responsible for all payments or other compensation to all Subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the County's consent to subcontract.
- 8.40.8** The Contractor shall obtain certificates of insurance, which establish that the Subcontractor maintains all the programs of insurance required by the County from each approved Subcontractor. The Contractor shall ensure delivery of all such documents to:

Los Angeles County Department of Beaches and Harbors

Administrative Services Division, Contracts Unit

13483 Fiji Way, Trailer #3

Marina del Rey, CA 90292

Before any Subcontractor employee may perform any work hereunder.

8.41 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

Failure of the Contractor to maintain compliance with the requirements set forth in sub-paragraph 8.14, Contractor's Warranty of Adherence to County's Child Support Compliance Program, shall constitute default under this Contract.

Without limiting the rights and remedies available to the County under any other provision of this Contract, failure of the Contractor to cure such default within ninety (90) calendar days of written notice shall be grounds upon which the County may terminate this Contract pursuant to sub-paragraph 8.43, Termination for Default and pursue debarment of the Contractor, pursuant to County Code Chapter 2.202.

8.42 TERMINATION FOR CONVENIENCE

8.42.1 This Contract may be terminated, in whole or in part, from time to time, when such action is deemed by the County, in its sole discretion, to be in its best interest. Termination of work hereunder shall be effected by notice of termination to the Contractor specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than ten (10) days after the notice is sent.

8.42.2 After receipt of a notice of termination and except as otherwise directed by the County, the Contractor shall:

- Stop work under this Contract on the date and to the extent specified in such notice, and
- Complete performance of such part of the work as shall not have been terminated by such notice.

8.42.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of the Contractor under this Contract shall be maintained by the Contractor in accordance with sub-paragraph 8.38, Record Retention and Inspection/Audit Settlement.

8.43 TERMINATION FOR DEFAULT

8.43.1 The County may, by written notice to the Contractor, terminate the whole or any part of this Contract, if, in the judgment of Department's Director:

- Contractor has materially breached this Contract; or

- Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Contract; or
- Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or of any obligations of this Contract and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.

8.43.2 In the event that the County terminates this Contract in whole or in part as provided in sub-paragraph 8.43.1, the County may procure, upon such terms and in such manner as the County may deem appropriate, goods and services similar to those so terminated. The Contractor shall be liable to the County for any and all excess costs incurred by the County, as determined by the County, for such similar goods and services. The Contractor shall continue the performance of this Contract to the extent not terminated under the provisions of this sub-paragraph.

8.43.3 Except with respect to defaults of any Subcontractor, the Contractor shall not be liable for any such excess costs of the type identified in sub-paragraph 8.43.2 if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. 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 the Contractor and Subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for any such excess costs for failure to perform, unless the

goods or services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule. As used in this sub-paragraph, the term "Subcontractor(s)" means Subcontractor(s) at any tier.

8.43.4 If, after the County has given notice of termination under the provisions of this sub-paragraph 8.43, it is determined by the County that the Contractor was not in default under the provisions of this sub-paragraph 8.43, or that the default was excusable under the provisions of sub-paragraph 8.43.3, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to sub-paragraph 8.42 - Termination for Convenience.

8.43.5 The rights and remedies of the County provided in this sub-paragraph 8.43 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.44 TERMINATION FOR IMPROPER CONSIDERATION

8.44.1 The County may, by written notice to the Contractor, immediately terminate the right of the Contractor to proceed under this Contract if it is found that consideration, in any form, was offered or given by the Contractor, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing this Contract or securing favorable treatment with respect to the award, amendment, or extension of this Contract or the making of any determinations with respect to the Contractor's performance pursuant to this Contract. In the event of such termination, the County shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default by the Contractor.

8.44.2 The Contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.

8.44.3 Among other items, such improper consideration may take the form of cash, discounts, services, the provision of travel or entertainment, or tangible gifts.

8.45 TERMINATION FOR INSOLVENCY

8.45.1 The County may terminate this Contract forthwith in the event of the occurrence of any of the following:

- Insolvency of the Contractor. The Contractor shall be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the Contractor is insolvent within the meaning of the Federal Bankruptcy Code;
- The filing of a voluntary or involuntary petition regarding the Contractor under the Federal Bankruptcy Code;
- The appointment of a Receiver or Trustee for the Contractor; or
- The execution by the Contractor of a general assignment for the benefit of creditors.

8.45.2 The rights and remedies of the County provided in this sub-paragraph 8.45 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.46 TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE

The Contractor, and each County Lobbyist or County Lobbying firm as defined in County Code Section 2.160.010 retained by the Contractor, shall fully comply with the County's Lobbyist Ordinance, County Code Chapter 2.160. Failure on the part of the Contractor or any County Lobbyist or County Lobbying firm retained by the Contractor to fully comply with the County's Lobbyist Ordinance shall constitute a material breach of this Contract, upon which the County may in its sole discretion, immediately terminate or suspend this Contract.

8.47 TERMINATION FOR NON-APPROPRIATION OF FUNDS

Notwithstanding any other provision of this Contract, the County shall not be obligated for the Contractor's performance hereunder or by any provision of this Contract during any of the County's future fiscal years unless and until the County's Board of Supervisors appropriates funds for this Contract in the County's Budget for each such future fiscal year. In the event that funds are not appropriated for this Contract, then this Contract shall terminate as of June 30 of the last fiscal year for which funds were appropriated. The County shall notify the Contractor in writing of any such non-allocation of funds at the earliest possible date.

8.48 VALIDITY

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

8.49 WAIVER

No waiver by the County of any breach of any provision of this Contract shall constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time, or from time to time, any provision of this Contract shall not be construed as a waiver thereof. The rights and remedies set forth in this sub-paragraph 8.49 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.50 WARRANTY AGAINST CONTINGENT FEES

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

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

8.51 WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

Contractor acknowledges that County has established a goal of ensuring that all individuals and businesses that benefit financially from County through contract are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

Unless Contractor qualifies for an exemption or exclusion, Contractor warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this contract will maintain compliance, with Los Angeles County Code Chapter 2.206.

8.52 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

Failure of Contractor to maintain compliance with the requirements set forth in Paragraph 8.51 "Warranty of Compliance with County's Defaulted Property Tax Reduction Program" shall constitute default under this contract. Without limiting the rights and remedies available to County under any other provision of this contract, failure of Contractor to cure such default within 10 days of notice shall be grounds upon which County may terminate this contract and/or pursue debarment of Contractor, pursuant to County Code Chapter 2.206.

8.53 TIME OFF FOR VOTING

The Contractor shall notify its employees, and shall require each subcontractor to notify and provide to its employees, information regarding the time off for voting law (Elections Code Section 14000). Not less than 10 days before every statewide election, every Contractor and subcontractors

shall keep posted conspicuously at the place of work, if practicable, or elsewhere where it can be seen as employees come or go to their place of work, a notice setting forth the provisions of Section 14000.

8.54 COMPLIANCE WITH COUNTY'S ZERO TOLERANCE POLICY ON HUMAN TRAFFICKING

Contractor acknowledges that the County has established a Zero Tolerance Policy on Human Trafficking prohibiting contractors from engaging in human trafficking.

9.0 UNIQUE TERMS AND CONDITIONS

9.1 COMPLIANCE WITH THE COUNTY'S LIVING WAGE PROGRAM

9.1.1 Living Wage Program

This Contract is subject to the provisions of the County's ordinance entitled Living Wage Program as codified in Sections 2.201.010 through 2.201.100 of the Los Angeles County Code, a copy of which is attached as Appendix J and incorporated by reference into and made a part of this Contract.

9.1.2 Payment of Living Wage Rates

1. Unless the Contractor has demonstrated to the County's satisfaction either that the Contractor is not an "Employer" as defined under the Program (Section 2.201.020 of the County Code) or that the Contractor qualifies for an exception to the Living Wage Program (Section 2.201.090 of the County Code), the Contractor shall pay its Employees no less than the applicable hourly living wage rate, as set forth in Appendix J-1, for the Employees' services provided to the County, including, without limitation, "Travel Time" as defined below at subsection 5 of this Subparagraph 9.1.2 under the Contract.
2. For purposes of this sub-paragraph, "Contractor" includes any subcontractor engaged by the Contractor to perform services for the County under the Contract. If the Contractor uses any subcontractor to perform services for the County under the

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

3. If the Contractor is required to pay a living wage when the Contract commences, the Contractor shall continue to pay a living wage for the entire term of the Contract, including any option period.
4. If the Contractor is not required to pay a living wage when the Contract commences, the Contractor shall have a continuing obligation to review the applicability of its "exemption status" from the living wage requirement. The Contractor shall immediately notify the County if the Contractor at any time either comes within the Living Wage Program's definition of "Employer" or if the Contractor no longer qualifies for the exception to the Living Wage Program. In either event, the Contractor shall immediately be required to commence paying the living wage and shall be obligated to pay the living wage for the remaining term of the Contract, including any option period. The County may also require, at any time during the Contract and at its sole discretion, that the Contractor demonstrate to the County's satisfaction that the Contractor either continues to remain outside of the Living Wage Program's definition of "Employer" and/or that the Contractor continues to qualify for the exception to the Living Wage Program. Unless the Contractor satisfies this requirement within the time frame permitted by the County, the Contractor shall immediately be

required to pay the living wage for the remaining term of the Contract, including any option period.

5. For purposes of the Contractor's obligation to pay its Employees the applicable hourly living wage rate under this Contract, "Travel Time" shall have the following two meanings, as applicable: 1) With respect to travel by an Employee that is undertaken in connection with this Contract, Travel Time shall mean any period during which an Employee physically travels to or from a County facility if the Contractor pays the Employee any amount for that time or if California law requires the Contractor to pay the Employee any amount for that time; and 2) With respect to travel by an Employee between County facilities that are subject to two different contracts between the Contractor and the County (of which both contracts are subject to the Living Wage Program), Travel Time shall mean any period during which an Employee physically travels to or from, or between such County facilities if the Contractor pays the Employee any amount for that time or if California law requires the Contractor to pay the Employee any amount for that time.

9.1.3 Contractor's Submittal of Certified Monitoring Reports

The Contractor shall submit to the County certified monitoring reports at a frequency instructed by the County. The certified monitoring reports shall list all of the Contractor's Employees during the reporting period. The certified monitoring reports shall also verify the number of hours worked and the hourly wage rate paid, for each of its Employees. All certified monitoring reports shall be submitted on forms provided by the County (Exhibit G), or other form approved by the County which contains the above information. The County reserves the right to request any additional information it may deem necessary. If the County requests additional information, the Contractor shall promptly provide such information. The Contractor, through one of its officers, shall certify under penalty of perjury that the information contained in each certified monitoring report is true and accurate.

9.1.4 Contractor's Ongoing Obligation to Report Labor Law/Payroll Violations and Claims

During the term of the Contract, if the Contractor becomes aware of any labor law/payroll violation or any complaint, investigation or proceeding ("claim") concerning any alleged labor law/payroll violation (including but not limited to any violation or claim pertaining to wages, hours and working conditions such as minimum wage, prevailing wage, living wage, the Fair Labor Standards Act, employment of minors, or unlawful employment discrimination), the Contractor shall immediately inform the County of any pertinent facts known by the Contractor regarding same. This disclosure obligation is not limited to any labor law/payroll violation or claim arising out of the Contractor's contract with the County, but instead applies to any labor law/payroll violation or claim arising out of any of the Contractor's operations in California.

9.1.5 County Auditing of Contractor Records

Upon a minimum of twenty-four (24) hours' written notice, the County may audit, at the Contractor's place of business, any of the Contractor's records pertaining to the Contract, including all documents and information relating to the certified monitoring reports. The Contractor is required to maintain all such records in California until the expiration of four (4) years from the date of final payment under the Contract. Authorized agents of the County shall have access to all such records during normal business hours for the entire period that records are to be maintained.

9.1.6 Notifications to Employees

The Contractor shall place County-provided living wage posters at each of the Contractor's places of business and locations where the Contractor's Employees are working. The Contractor shall also distribute County-provided notices to each of its Employees at least once per year. The Contractor shall translate posters and handouts into Spanish and any other language spoken by a significant number of Employees.

9.1.7 Enforcement and Remedies

If the Contractor fails to comply with the requirements of this sub-paragraph, the County shall have the rights and remedies described in this sub-paragraph in addition to any rights and remedies provided by law or equity.

1. Remedies for Submission of Late or Incomplete Certified Monitoring Reports.

If the Contractor submits a certified monitoring report to the County after the date it is due or if the report submitted does not contain all of the required information or is inaccurate or is not properly certified, any such deficiency shall constitute a breach of the Contract. In the event of any such breach, the County may, in its sole discretion, exercise any or all of the following rights/remedies:

- a. Withholding of Payment. If the Contractor fails to submit accurate, complete, timely and properly certified monitoring reports, the County may withhold from payment to the Contractor up to the full amount of any invoice that would otherwise be due, until the Contractor has satisfied the concerns of the County, which may include required submittal of revised certified monitoring reports or additional supporting documentation.
- b. Liquidated Damages. It is mutually understood and agreed that the Contractor's failure to submit an accurate, complete, timely and properly certified monitoring report will result in damages being sustained by the County. It is also understood and agreed that the nature and amount of the damages will be extremely difficult and impractical to fix; that the liquidated damages set forth herein are the nearest and most exact measure of damages for such breach that can be fixed at this time; and that the liquidated damages are not intended as a penalty or forfeiture for the Contractor's breach. Therefore, in the event that a certified monitoring report is deficient, including but not limited to being

late, inaccurate, incomplete or uncertified, it is agreed that the County may, in its sole discretion, assess against the Contractor liquidated damages in the amount of \$100 per monitoring report for each day until the County has been provided with a properly prepared, complete and certified monitoring report. The County may deduct any assessed liquidated damages from any payments otherwise due the Contractor.

c. Termination. The Contractor's continued failure to submit accurate, complete, timely and properly certified monitoring reports may constitute a material breach of the Contract. In the event of such material breach, the County may, in its sole discretion, terminate the Contract.

2. Remedies for Payment of Less than the Required Living Wage. If the Contractor fails to pay any Employee at least the applicable hourly living wage rate, such deficiency shall constitute a breach of the Contract. In the event of any such breach, the County may, in its sole discretion, exercise any or all of the following rights/remedies:

- a. Withholding Payment. If the Contractor fails to pay one or more of its Employees at least the applicable hourly living wage rate, the County may withhold from any payment otherwise due the Contractor the aggregate difference between the living wage amounts the Contractor was required to pay its Employees for a given pay period and the amount actually paid to the employees for that pay period. The County may withhold said amount until the Contractor has satisfied the County that any underpayment has been cured, which may include required submittal of revised certified monitoring reports or additional supporting documentation.
- b. Liquidated Damages. It is mutually understood and agreed that the Contractor's failure to pay any of its Employees at

least the applicable hourly living wage rate will result in damages being sustained by the County. It is also understood and agreed that the nature and amount of the damages will be extremely difficult and impractical to fix; that the liquidated damages set forth herein are the nearest and most exact measure of damages for such breach that can be fixed at this time; and that the liquidated damages are not intended as a penalty or forfeiture for the Contractor's breach. Therefore, it is agreed that the County may, in its sole discretion, assess against the Contractor liquidated damages of \$50 per Employee per day for each and every instance of an underpayment to an Employee. The County may deduct any assessed liquidated damages from any payments otherwise due the Contractor.

- c. Termination. The Contractor's continued failure to pay any of its Employees the applicable hourly living wage rate may constitute a material breach of the Contract. In the event of such material breach, the County may, in its sole discretion, terminate the Contract.

- 3. Debarment. In the event the Contractor breaches a requirement of this sub-paragraph, the County may, in its sole discretion, bar the Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach, in accordance with Los Angeles County Code, Chapter 2.202, Determinations of Contractor Non-Responsibility and Contractor Debarment.

9.1.8 Use of Full-Time Employees

The Contractor shall assign and use full-time Employees of the Contractor to provide services under the Contract unless the Contractor can demonstrate to the satisfaction of the County that it is necessary to use non-full-time Employees based on staffing efficiency or County requirements for the work to be performed under the

Contract. It is understood and agreed that the Contractor shall not, under any circumstance, use non-full-time Employees for services provided under the Contract unless and until the County has provided written authorization for the use of same. The Contractor submitted with its proposal a full-time Employee staffing plan. If the Contractor changes its full-time Employee staffing plan, the Contractor shall immediately provide a copy of the new staffing plan to the County.

9.1.9 Contractor Retaliation Prohibited

The Contractor and/or its Employees shall not take any adverse action which would result in the loss of any benefit of employment, any contract benefit, or any statutory benefit for any Employee, person or entity who has reported a violation of the Living Wage Program to the County or to any other public or private agency, entity or person. A violation of the provisions of this sub-paragraph may constitute a material breach of the Contract. In the event of such material breach, the County may, in its sole discretion, terminate the Contract.

9.1.10 Contractor Standards

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

9.1.11 Neutrality in Labor Relations

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

9.2 LOCAL SMALL BUSINESS ENTERPRISE (LSBE) PREFERENCE PROGRAM

9.2.1 This Contract is subject to the provisions of the County's ordinance entitled LSBE Preference Program, as codified in Chapter 2.204 of the Los Angeles County Code.

9.2.2 The Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a LSBE.

9.2.3 The Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a LSBE.

9.2.4 If the Contractor has obtained certification as a LSBE by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this contract to which it would not otherwise have been entitled, shall:

1. Pay to the County any difference between the contract amount and what the County's costs would have been if the contract had been properly awarded;
2. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than ten (10) percent of the amount of the contract; and
3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

The above penalties shall also apply to any business that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and

fails to notify the State and the Department of Consumer and Business Affairs of this information prior to responding to a solicitation or accepting a contract award.

9.3 SOCIAL ENTERPRISE (SE) PREFERENCE PROGRAM

9.3.1 This Contract is subject to the provisions of the County's ordinance entitled SE Preference Program, as codified in Chapter 2.205 of the Los Angeles County Code.

9.3.2 Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a SE.

9.3.3 Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a SE.

9.3.4 If Contractor has obtained County certification as a SE by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this contract to which it would not otherwise have been entitled, Contractor shall:

1. Pay to the County any difference between the contract amount and what the County's costs would have been if the contract had been properly awarded;
2. In addition to the amount described in subdivision (1) above, the Contractor will be assessed a penalty in an amount of not more than ten percent (10%) of the amount of the contract; and

3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

The above penalties shall also apply to any entity that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the Department of Consumer and Business Affairs of this information prior to responding to a solicitation or accepting a contract award.

9.4 DISABLED VETERAN BUSINESS ENTERPRISE (DVBE) PREFERENCE PROGRAM

- 9.4.1** This Contract is subject to the provisions of the County's ordinance entitled DVBE Preference Program, as codified in Chapter 2.211 of the Los Angeles County Code.
- 9.4.2** Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a DVBE.
- 9.4.3** Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a DVBE.
- 9.4.4** If Contractor has obtained certification as a DVBE by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this contract to which it would not otherwise have been entitled, Contractor shall:

1. Pay to the County any difference between the contract amount and what the County's costs would have been if the contract had been properly awarded;
2. In addition to the amount described in subdivision (1) above, the Contractor will be assessed a penalty in an amount of not more than 10 percent of the amount of the contract; and
3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

Notwithstanding any other remedies in this contract, the above penalties shall also apply to any business that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the State and the Department of Consumer and Business Affairs of this information prior to responding to a solicitation or accepting a contract award.

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IN WITNESS WHEREOF, the County has, by order of its Board of Supervisors, caused this Contract to be subscribed by the Chairman of said Board and attested by the Executive Officer thereof, and the Contractor, by its duly authorized representative, has executed the same, as of the day, month, and year set forth below.

EDNET CAREER INSTITUTE, INC.,
DBA HAMILTON PRIVATE SECURITY

By Sandra Hamilton
Print Name
Sandra Hamilton
Signature
President
Title

COUNTY OF LOS ANGELES

By Mark Ridley-Thomas
Chairman, Board of Supervisors

ATTEST:

LORI GLASGOW
Executive Officer-Clerk
of the Board of Supervisors



I hereby certify that pursuant to
Section 25103 of the Government Code,
delivery of this document has been made.

LORI GLASGOW
Executive Officer
Clerk of the Board of Supervisors

By Rachelle Smithman
Deputy

By Rachelle Smithman
Deputy

APPROVED AS TO FORM:

MARY C. WICKHAM
County Counsel

By Chh Angel
Deputy

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

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SEP 26 2017

Lori Glasgow
LORI GLASGOW
EXECUTIVE OFFICER

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STATEMENT OF WORK

**LOS ANGELES COUNTY DEPARTMENT OF BEACHES AND HARBORS
STATEMENT OF WORK FOR
ARMED SECURITY GUARD SERVICES**

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**LOS ANGELES COUNTY DEPARTMENT OF BEACHES AND HARBORS
STATEMENT OF WORK FOR
ARMED SECURITY GUARD SERVICES**

1.0 GENERAL REQUIREMENTS

1.1 Scope of Work

The selected Proposer shall be capable of providing the services as listed in this Statement of Work (SOW).

1.2 Contractor's Work Plan

Subject to all other terms and conditions of the Contract, Contractor shall perform the work and maintain quality control in accordance with the Work Plan and other representations submitted with the Contractor's Proposal.

1.3 Contractor's Responsibility

Subject to Section 7.0, the Contractor shall at its own expense provide all labor, equipment, maintenance, material, supplies, uniforms, weapons, licenses, registration, data systems, transportation, meals, lodging, services, facilities and expenses required to perform the Contract work.

1.4 Contractor's Office

The Contractor shall maintain a local address within the County at which the Contractor's Representative may be contacted personally or by mail. The office shall be staffed during normal business hours by at least one employee who can respond to inquiries and complaints which may be received about the Contractor's performance of the Contract work.

1.5 Property Damage

County property damaged by the Contractor's employees shall be repaired or replaced by the contractor at the Contractor's expense with like workmanship and materials. Such repair or replacement shall be subject to approval by the Contract Administrator.

1.6 No Vehicle Access on Bike Paths or Pedestrian Sidewalks

Motor vehicles used in the performance of the Contract work shall not be driven on bike paths or pedestrian sidewalks.

2.0 ADDITION/DELETION OF FACILITIES, SPECIFIC TASKS AND/OR WORK HOURS

- 2.1** The Department reserves the right to add and/or delete specific tasks, facilities and/or work hours throughout the term of this Contract, and otherwise amend and modify the scope of work and tasks in accordance with the County's needs.
- 2.2** The Department may from time to time close or cease operating certain facilities or portions of such facilities, or may alter the number of hours or the number of days on which services are performed. Such events shall not be deemed breaches of this Contract or of any of the covenants of this Contract and shall not relieve the Contractor of its duty as to the remaining facilities and services.
- 2.3** The Contractor shall be given reasonable written notice by the Contract Administrator that a facility is to be added or deleted or that the scope of services are being modified and of the effective date of such changes.
- 2.4** In the event of such addition/deletion of facilities, changes to hours or days of service, or scope of regularly scheduled services, the Contractor's compensation shall be adjusted in accordance with Section 8.4 of the Sample Contract.
- 2.5** All changes must be made in accordance with Appendix A, Sample Contract, subparagraph 8.1, Change Notices and Amendments.

3.0 CONTRACTOR'S QUALITY CONTROL PLAN

3.1 Purpose of Standards

The Contractor will observe, at a minimum, the standards set forth in this Section 3.0, and acknowledges that the adequacy of its compliance with the Contract shall be measured by these standards as well as all other terms and conditions of the Contract.

3.2 Contractor's Quality Control Plan

The Contractor shall comply with Contractor's quality control plan set forth in Form P-7, which shall be incorporated in the Contract by reference. To the extent that provisions of Contractor's quality control plan are inconsistent with any other part of the Contract, they shall be ineffective. The Contractor shall not change the quality control plan without written approval of the Director or his designee.

4.0 QUALITY ASSURANCE PLAN

The Department will evaluate the Contractor's performance under this Contract using the quality assurance procedures as defined in Appendix A, Sample Contract, sub-paragraph 8.15, County's Quality Assurance Plan.

4.1 Contract Discrepancy Report

Verbal notification of a Contract discrepancy will be made to the Contract Representative as soon as possible whenever a Contract discrepancy is identified. The problem shall be resolved within a time period mutually agreed upon by the Department and the Contractor.

The Contract Administrator will determine whether a formal Contract Discrepancy Report shall be issued. Upon receipt of this document, the Contractor is required to respond in writing to the Contract Administrator within three workdays, acknowledging the reported discrepancies or presenting contrary evidence. A plan for correction of all deficiencies identified in the Contract Discrepancy Report shall be submitted to the Contract Administrator within five workdays.

4.2 The Contract Administrator may issue a Contract Discrepancy Report to the Contractor in any incident of failure to comply with the performance standards or other unacceptable performance. In the case of continuing deficiencies, the Contract Administrator may issue a separate Contract Discrepancy Report each day the deficiency continues.

4.3 The Director may excuse the incident, assess and collect liquidated damages in the manner and amounts described in the Performance Requirements Summary, or proceed with Contract termination as provided in Appendix A, Sample Contract, sub-paragraph 8.43, Termination for Default.

4.4 County Observations

In addition to departmental contracting staff, other County personnel may observe performance, activities and review documents relevant to this Contract at any time during normal business or contracting operating hours. However, these personnel may not unreasonably interfere with the Contractor's performance.

5.0 RESPONSIBILITIES

The County's and the Contractor's responsibilities are as follows:

COUNTY

5.1 County Contract Administrator

- 5.1.1** The Community and Marketing Division Chief, or authorized designee, shall be the Contract Administrator (CA) who shall have the authority to act for the County in the administration of the Contract except where action of the Director or Chief Deputy is expressly required by the Contract.
- 5.1.2** The CA will be responsible for ensuring that the objectives of the Contract are met and shall direct the Contractor as to the County's policy, information and procedural requirements.
- 5.1.3** The Contractor's work shall be subject to the CA's acceptance and approval, which shall not be unreasonably withheld.
- 5.1.4** The CA is not authorized to make any changes in the terms and conditions of the Contract or to obligate the County in any manner.

CONTRACTOR

5.2 Contractor

- 5.2.1** The Contractor shall designate a full-time employee as Contractor's Representative (CR) who shall be responsible for Contractor's day- to-day activities and shall be available to the County's Contract Administrator on reasonable telephone notice each business day and at other times as required by the work. The Contractor may designate himself or herself as the Contractor's Representative.
- 5.2.2** Contractor shall ensure that all posts are filled according to Section 9.1, unless Department gives a written notification of a change. Contractor shall be liable for all directly related and associated costs should County or another contractor be required to fill an open post that Contractor is responsible for staffing. Unoccupied security posts without the Department's prior approval will be viewed as a serious breach of performance and may be subject to remedies in accordance with Section 4.3.
- 5.2.3** Contractor shall notify the CA of any security guard absences immediately. Post coverage shall be ensured at all times, with replacement guards

reporting within two hours or less of the absent security guard's reporting time.

5.2.4 Contractor shall ensure a replacement guard to cover any vacant post in the event a security guard must leave during the work shift. The replacement guard shall report within two hours or less.

5.3 Contractor's Representative

5.3.1 The CR shall have full authority to act for the Contractor on all matters relating to the performance of the Contract work.

5.3.2 The CR shall be available to the CA on reasonable telephone notice each business day and at other times as required by the work.

5.3.3 The CR shall make inspections, answer questions, resolve problems, respond to emergencies, keep logs, approve reports and report on any problem resolution to the CA within 24 hours of incidents. Immediate response and/or report is required by the CR to the CA in emergency situations.

5.4 Supervisor

The Contractor shall provide a supervisor to assure satisfactory performance of the Contract work by the employees who are assigned to perform the Contract work. The CR may act as the supervisor. The supervisor shall be authorized to act for Contractor in every detail and must fluently understand, speak and write English.

5.5 Changes of Key Personnel

The Contractor shall obtain the approval of the CA before replacing the CR or the supervisor. Such approval shall not be unreasonably withheld.

5.6 Communication with Department

The Contractor shall maintain communication systems that will enable the CA, or his/her designee, to contact the Contractor at all times during regular business hours. When the office is closed, an answering service shall be provided to receive calls from the CA, or his/her designee. The Contractor shall return calls not later than the next business day and within one hour if the call is designated urgent.

5.7 Contractor to Notify Employees of Rights under Living Wage Ordinance.

The Contractor shall provide annual notification of the Living Wage Ordinance requirements in English as well as in Spanish or any other language spoken by a significant number of employees. The required notice shall be given by way of:

- A handout to each employee (Exhibit E); and
- A notice posted in a conspicuous place in the work area (Exhibit F)

5.8 Personnel

- 5.8.1** Security guards shall communicate effectively in English and be capable of communicating with the public and county employees and possess written communication skills for note taking and completing report forms.
- 5.8.2** Contractor shall ascertain that persons performing Contract services are of sound physical and emotional condition necessary to perform required duties.
- 5.8.3** Contractor shall ensure its guards working on this Contract have satisfactorily completed training requirements in accordance with Section 11.0.
- 5.8.4** Contractor's employees shall not bring in any form of contraband to County facilities.
- 5.8.5** Contractor's employees shall not bring in any alcohol or drugs or be under the influence of alcohol or drugs when in or on County facilities.
- 5.8.6** Contractor's employees shall conduct themselves in a reasonable manner at all times; shall not cause disturbance in any County facility; and otherwise are subject to all rules and regulations of the facility.
- 5.8.7** Personnel employed by the Contractor and assigned to perform Contract work shall undergo and pass a background investigation to the satisfaction of the County, in accordance with Section 7.4 of the Sample Contract.
- 5.8.8** All personnel assigned by the Contractor to perform Contract work shall at all times be employees of the Contractor and the Contractor shall have the sole right to hire, suspend, discipline, or discharge employees. However, at the request of the Director, the Contractor shall immediately exclude any member of the Contractor's staff from working on this Contract. The County reserves the right to bar any of the Contractor's staff from performing on this Contract.
- 5.8.9** The Contractor shall provide the Department with a current list of employees, including but not limited to management, and shall keep this list updated during the Contract term.
- 5.8.10** The Contractor's employees shall enter and leave County facilities only through access specified by the CA.

5.9 Licenses

5.9.1 Contractor

The Contractor shall maintain the following licenses over the Contract term:

- California Department of Consumer Affairs Private Security Service License;
- California Department of Consumer Affairs firearms permit and registration for each security guard assigned to the Contract; and
- Federal Communications Commission Radio Equipment Operation License, if required for the operation of Contractor's communication system.

5.9.2 Security Guards

The Contractor shall assign only security guards who have satisfactorily completed the State of California Security Training requirements for security guards. The security guards shall possess at all times while on duty the current, valid licenses and certifications. The following are required:

- California Department of Consumer Affairs security guard registration card (Guard Card);
- California Department of Consumer Affairs firearms permit;
- California Department of Consumer Affairs Bureau of Security and Investigative Services (BSIS) baton permit, or proof of active peace guard status;
- License to carry oleoresin capicum (O.C.) spray;
- P.O.S.T. Certification in Side Handle, PR24 Baton or ASP Collapsible Baton Training; and
- Cardiopulmonary Resuscitation (CPR) Certification sponsored or approved by the American Red Cross or American Heart Association; and
- First Aid Certificate/Card.

5.10 Contractor to Maintain Employee Records

5.10.1 Contractor shall provide the Department with appropriate documentation of completion of its security guards' training and all applicable licenses and

certifications received prior to assigning security guards to perform Contract services.

5.10.2 Contractor shall be responsible for maintaining records of each employee assigned to perform Contract services. Department may review Contractors records annually or anytime during the Contract period.

6.0 FACILITIES AND EQUIPMENT FURNISHED BY COUNTY

6.1 The County will provide the facilities and equipment described in this Section 6.0 for the Contractor's use during the term of the Contract. Equipment and facilities furnished by the County may be used by the Contractor only for activities related to performance of the Contract work. The Contractor agrees to defend and hold the County harmless from any loss, liability, claim, lawsuit, property damage, theft, destruction of property or injury resulting from Contractor's use of the facilities and equipment. Contractor assumes full responsibility for all equipment issued by the County to Contractor solely for performance of work contained herein. Should Contractor's employees damage County property or equipment, Department shall issue to Contractor a Contract Discrepancy Report (CDR) detailing costs for all repairs or replacement of lost, stolen or damaged equipment, and deduct costs from Contractor's invoice.

6.2 Security Post

The Department will provide the Contractor with a central security post, located in the entrance kiosk of the parking facility at Dockweiler State Beach, Area 1. A second security post for Area 2, Marina del Rey, will be located in the Community Room of the Burton Chace Park complex. The Marina del Rey post will be used solely for the purpose of logging in and out on the electronic sign-in system. The Contractor shall reimburse the County or its designee for all telephone calls made by the security guards from the security post immediately when presented with an itemized copy of the monthly telephone bill.

6.3 Keys and Gate Cards

The Department will provide the Contractor with all keys and gate cards that are required to gain access to the Service Areas. The CR shall report any lost or stolen key or gate cards to the CA within 24 hours of discovery of its loss. The Contractor shall reimburse the County for the cost of either re-keying or duplicating lost keys or

cards as determined by the Director. All key and gate cards shall be returned to the CA upon Contract termination.

The Contractor shall not duplicate any key or gate card without the CA's prior written consent. Duplication of any key or gate card without this consent is a misdemeanor (Section 469 of the California Penal Code), in addition to being a breach of the Contract.

The Contractor shall not give keys to any County facility to a Subcontractor. Contractor shall assign someone to open and close entrance doors and stay with Subcontractors until the specific job is completed.

7.0 EQUIPMENT FURNISHED BY CONTRACTOR

7.1 Contractor to Furnish Supplies and Equipment

Except for the items furnished by the County pursuant to Section 6.0, the Contractor shall provide all equipment necessary to perform the Contract work.

7.2 Security Guard Monitoring

7.2.1 Contractor shall provide an electronic monitoring system which monitors the activities of the security guards while on patrol. The monitoring system shall include equipment for the following:

- Electronic checkpoint placement at various patrol locations, as identified in Section 8.2;
- Wand or similar device which can record the location, date and time of the patrol; and
- Ability to download and provide a daily online report of the patrol.

7.2.2 The security guard monitoring system shall be approved by the CA prior to installation.

7.2.3 The security guard monitoring system shall remain the property of the Contractor and shall be removed upon termination of the Contract.

7.3 Uniforms

The Contractor shall furnish all security guards assigned to perform the Contract work uniforms in a style and color acceptable to the Director. The uniforms shall be worn by the security guards while performing the Contract work and they shall be changed as necessary so that the security guards always have a clean/neat uniform each work day.

7.4 Security Guard Equipment

Each security guard shall be equipped with the following equipment:

- Sam/Sally Browne Belt;
- Handcuff Case;
- Four (4) Keepers;
- Key Snap;
- One (1) heavy duty 3-cell flashlight;
- One (1) set of handcuffs plus (female) key;
- Badge;
- PR 24 baton or the ASP (24" or 26") expandable straight stick (side handle baton with baton ring);
- Pepper Spray (10% solution of oleoresin capsicum in a 1.47 oz. container and carried holster);
- Leather thumb break, or breakfront holster, which specifically fits the issued or carried weapon;
- Ammunition pouch designed to hold two (2) magazines or two (2) speed loaders;
- A revolver produced by Colt, Ruger or Smith and Wesson, six (6) shot minimum, four inch barrel, blue or stainless steel finish, double action, with a firing pin block, .38 S&W Special, or .357 magnum caliber only. These firearms have been approved by the Los Angeles County Sheriff's Department as meeting their testing requirements for safety, performance, quality and training procedures; or
- A pistol, semi-automatic, produced by Beretta, Colt, H&K or Smith and Wesson, minimum three and a half inch barrel, blue or stainless steel finish, 9mm caliber only, incorporating the following safety features:
 - Manual safety/decocking lever;
 - Automatic firing pin safety block;
 - Half-cock hammer position.

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

- Ammunition, for revolver, 18 rounds, .38 Smith and Wesson Special, 125 grain Jacketed or Semi-jacketed Hollow Point ammunition only;

- Ammunition for pistol, semi-automatic, a minimum quantity to fill three (3) magazines for the carried weapon, 9mm Jacketed or Semi-jacketed Hollow Point ammunition. A semi-automatic pistol shall be carried with one round chambered and a full magazine inserted into the pistol, safety on.

NO .357 MAGNUM AMMUNITION SHALL BE IN THE POSSESSION OF ANY SECURITY GUARD WHILE ON DUTY OR ON ANY LOS ANGELES COUNTY FACILITY OR PROPERTY.

- Armed security guards shall only carry a firearm for which they are currently licensed and qualified under State or California Consumer Affairs' rules and regulations. The firearm shall be listed on their firearms' card issued by Consumer Affairs.
- Contractor shall maintain a current firearms list, which shall include the manufacture, model and serial number of the firearms used by Contractor's armed guards and provide an updated list when adding, deleting, and noting other changes as appropriate. Contractor shall provide the CA with the firearms list within 30 days of Contract Award and annually thereafter.
- Each armed security guard shall be required to qualify/re-qualify twice annually. Once during the first half of the year and once during the second half of the year. Qualification slips shall be filed with the company of employment and be available for audit by personnel of the Department of Beaches and Harbors.
The items outlined above will not be furnished, maintained or paid for by the County. All uniforms and equipment must be maintained in good operating condition and in good appearance.

7.5 Photo Identification

The Contractor shall furnish and require every on-duty security guard to wear a visible photo identification card identifying the employee by name, physical description and company. The identification card shall be approved by the CA.

7.6 Patrol Vehicles

7.6.1 The Contractor shall provide three patrol vehicles with current DMV registration to perform the Contract work. Patrol vehicles are required at the following locations:

- Service Area 1, Dockweiler (Rover);

- Service Area 3, Marina del Rey; and
- Service Area 4, White Point/Royal Palms.

7.6.2 The Contractor shall identify each vehicle used in the performance of the Contract work with signs or logos that include the company name and telephone number. Vehicles shall be registered to the Contractor. The size, color, and format of such identifying signs shall be subject to the CA's prior approval, which shall not be unreasonably withheld.

7.6.3 Vehicles used in the performance of the Contract work shall never be driven on either the sandy portion of the beach or the bike path.

7.6.4 Vehicles shall be well maintained, neat and clean at all times.

7.6.5 The patrol vehicle shall be equipped with the following equipment:

- Wireless communication equipment satisfactory to the CA;
- Spotlight with ½ mile illumination range;
- Fully charged fire extinguisher;
- Emergency road repair equipment including jack and spare tire;
- Traffic Cones;
- First aid kit; and
- Outside public address capability.

7.7 Two-Way Communication Devices

Contractor shall provide two (2) hand-held radios or equivalent wireless communication devices satisfactory to the CA with a range of ten miles.

7.8 Electronic Sign-In Equipment/Method

The Contractor shall provide equipment and/or method that will allow Contractor's employees to sign in and out of their assigned work locations.

8.0 SERVICE AREAS

8.1 The Service Areas and the facilities within which will be patrolled by the security guards are illustrated in Exhibit A and listed below.

8.1.1 Service Area 1 and 1.1 – Dockweiler and Dockweiler RV Park Office and its Immediate Vicinity

The facilities within this area include:

- The RV Park and its perimeter, with three (3) shower/restroom buildings;
- The RV Park laundry room;

- The RV Park entrance facility, RV Park Office and immediate vicinity;
- The access road;
- Dockweiler lots 1, 2, and 3 and adjacent restrooms;
- The bicycle lane;
- The Grand Ave parking lot;
- The 62nd Street parking lot;
- The bike rental storage container;
- The lifeguard headquarters building;
- The DBH maintenance building; and
- Gillis restroom (North of the Department's Maintenance Yard).

8.1.2 Service Area 2 - Dockweiler Youth Center/ Bluff Parking Lot

The facilities within this area include:

- The Dockweiler Youth Center building;
- The perimeter of the Dockweiler Youth Center; this area includes from the South around to the hang gliding storage container (container itself is not the responsibility of the County) to the North where the RV Park ends;
- The concession building and restrooms;
- The perimeter of the concession building and restrooms; and
- The ADA ramp adjacent to the concession building.

8.1.3 Service Area 3 – Marina del Rey

The facilities within this area include:

- Burton Chace Park, including its perimeter and the picnic and boaters restroom facilities:
 - Chace Park parking lots;
 - Community room and office structure;
 - Transient docks;
 - The Boathouse, its perimeter and surrounding docks;
 - The Boathouse Promenade;
 - Park green belt areas;
 - Picnic shelters and pergolas; and
 - Fish cleaning station.

- Parcel 77:
 - Parking lot; and
 - Boat and dinghy rack storage area.
- Parcel 47:
 - Parking lot;
 - Boater Restrooms;
 - Docks G2600, 2400, 2200, 2000, 1800,1600, 1400,1000, 800, and 600; and
 - Boater restrooms at Fiscal Building.
- Parcel 45:
 - The former Cove Building; and
 - Immediate parking lot.
- Santa Monica/Windjammers Yacht Club restrooms and laundry room;
- The Visitor Center and its perimeter;
- Parcel 49S Mast-Up Storage (next to the Trailer Complex); and
- Via Dolce Service Yard.

8.1.4 Service Area 4 – White Point/Royal Palms

The facilities within this area include:

- Parking lot; and
- Upper Bluff area.

All locations will be further identified at the pre-job walkthrough upon Contract award.

8.2 Security Monitoring Checkpoint Locations

All facilities identified below must have an electronic checkpoint to monitor the patrols.

- RV Park (checkpoints to be placed throughout RV Park);
- The Department's Dockweiler maintenance building;
- Dockweiler Youth Center; checkpoints to be placed throughout the vicinity of the Dockweiler Youth Center, including:
 - Dockweiler Youth Center concession building/restrooms.
- Chace Park, checkpoints to be placed throughout Chace Park, including:
 - Transient docks (checkpoints at 4-hour zone, H-128 and H-325);
 - The Boathouse and docks (checkpoints placed on 1st, 2nd and 3rd floors);

- Water Program Storage Docks; and
- Picnic shelters and pergolas (checkpoints placed in the middle of each three shelters).
- Visitors Center;
- Via Dolce Storage Yard; and
- Kiosk at White Point/Royal Palms Beach.

8.3 County reserves the right to require additional locations for checkpoint placement.

9.0 SECURITY GUARD HOURS AND TASKS

The security guards provided by the Contractor shall perform the tasks as specified below, and any others required by the CA, which are within the scope of the contract work.

9.1 Service Areas, Patrol Hours and Required Staffing

- Service Area 1, Dockweiler - The Contractor shall assign two security guards to Service Area 1 and adjacent facilities from 8:00 p.m. to 6:00 a.m.
- Service Area 1.1, Dockweiler RV Park Office and its Immediate Vicinity – The Contractor shall assign one security guard from 6:00 p.m. to 6:00 a.m., seven days a week with the exception of January. The Dockweiler RV Park is closed most of the month of January. January staffing will not exceed five days; CA will advise.
- Service Area 2, Dockweiler Youth Center – The Contractor shall assign one security guard to Service Area 2 from 8:00 p.m. to 6:00 a.m.
- Service Area 3, Marina del Rey, Burton Chace Park – The Contractor shall assign one guard to Area 3 from 7:30 p.m. to 6:30 a.m. to patrol Burton Chace Park and its immediate vicinity while also conducting patrols at all locations as outlined in Section 10.1.4; and one guard from 10:00 p.m. to 6:00 a.m. to patrol Burton Chace Park and its Guest Docks and log docking activity during the entire shift, as outlined in Section 10.1.4.
- Service Area 4, White Point/Royal Palms Beach Parking Lot – The Contractor shall assign one security guard to Area 4 as indicated in the following two schedules:
 - Daylight Saving Time schedule (March 1st through October 31st):

Area 4 shall be patrolled from 8:00 p.m. to 1:00 a.m.

➤ Standard Time schedule (November 1st through the end of February):

Area 4 shall be patrolled from 6:00 p.m. to 11:00 p.m.

The hours stated above are seven days a week (unless stated otherwise), including holidays, and any other such hours as the Director may designate.

9.2 Security Guard Tasks

- Guards shall arrive and leave security posts at designated times;
- Guards shall electronically sign-in and out at designated security posts;
- Guards shall report to designated posts on time and maintain the security post until relieved as required;
- Guards shall wear a visible photo identification card at all times;
- Guards shall not possess any of the following items while at their assigned posts: personal music devices, laptop computers, televisions, handheld computer devices/games, newspapers, magazines or books;
- Guards shall be awake at all times during security post coverage; and
- Guards shall ensure security checkpoints are engaged while on patrol.

10.0 SCOPE OF WORK AND DUTIES

10.1 Description of Work

The following duties shall be completed by the security guard(s) at the assigned Service Area once on duty:

10.1.1 Service Area 1, Dockweiler

- Arrive at the security post no later than 8:00 p.m., in complete uniform;
- Leave the security post no earlier than 6:00 a.m.;
- Ensure that Post Orders are displayed at the entrance of the security post and carried out while on duty;
- One security guard shall always remain in the security post, maintain contact with the security guard on patrol by way of a two-way radio and perform the functions of a dispatcher by reporting crimes/incidents to the proper authorities and answer the kiosk phone;

- One security guard shall patrol the facilities by foot or car, as directed by the County Contract Administrator and ensure the electronic checkpoints are engaged every 90 minutes;
- Lock the main entrance gate at 10:00 p.m.;
- Guard shall ensure the following parking lots are locked at 8:30 p.m.: **Grand Parking Lot**, **Bluff Parking Lot** (except during events at Dockweiler Youth Center, CA to advise Contractor) and **62nd Street Parking Lot**. If these parking lots are not secured, guard shall lock them and report the date and time of locking in the Daily Report Log;
- Guard shall ensure the following parking lots are unlocked between 5:30 a.m. and 6:00 am, daily: **Grand Parking Lot**; **Bluff Parking Lot** and **62nd Street Parking Lot**;
- Clear the parking lots of all cars by 10:00 p.m.;
- Admit late-arriving campers to the RV Park after 8:00 p.m., if designated on the camping roster;
- Maintain a log of nightly entries to the RV Park provided by the RV Park manager which shall include:
 - RV patrons name;
 - Space number assigned;
 - Driver and vehicle license numbers; and
 - Brief description of the vehicle.
- Give the log of nightly entries to the RV Park manager for collection of fees from the appropriate camper;
- Allow campers at the RV Park to exit and return at all times upon presentation of a pre-paid space rental ticket and proper I.D.;
- Refuse any camping fees tendered by campers at the RV Park and direct them to pay the park manager during the hours of operation between 8:00 a.m. and 8:00 p.m.; and
- Prohibit parking on the beach-side parking lots between 10:00 p.m. and 6:00 a.m. unless prior permission has been given by either the parking contractor, the County Contract Administrator or RV Park staff via an overnight parking pass.

10.1.2 Service Area 1.1, Dockweiler RV Park and its Immediate Vicinity

- Arrive at the security post no later than 6:00 p.m., in complete uniform;
- Leave the security post no earlier than 6:00 a.m.;
- Sign in electronically at the Dockweiler Kiosk;
 - Immediately check the RV Park and adjacent facilities and ensure the electronic checkpoints are engaged every 90 minutes.
- Ensure patron vehicle passes are appropriately displayed and valid;
- Ensure all patron vehicles are parked inside the campsite behind the white line. If customer is only dropping off items, give them time to do so;
- Ensure vehicles drive at the posted 5 mph speed limit, and do so safely as to not pose a threat to pedestrians and campsite property;
- Ensure that visitors park in beach parking lot #1. Vehicles with white "Overnight Guests" parking permits may not park inside the campground.
- Enter the restrooms during each patrol to ensure no malicious activity is taking place in the restroom;
- Check the laundry facility for unauthorized access;
- Ensure guests abide by rules of the RV Park;
 - Ensure campers comply with quiet hours of 9 p.m. to 6 a.m.;
 - Ensure there is no rowdiness, loud music, abusive language, drunkenness or possession of illegal drugs taking place;
 - Ensure campers do not occupy adjacent empty sites, i.e., that campers do not set up tables and grills;
 - Enforce that campers are not performing major repairs on vehicles in the RV Park including fluid changes, removing of large vehicle parts or washing/rinsing RV;
- Report all incidents on security notes for office; and
- Check-in with Park staff for updates of any special circumstance or assignments for the night.

10.1.3 Service Area 2, Dockweiler Youth Center

- Arrive at the security post no later than 8:00 p.m. in complete uniform;
- Leave the security post no earlier than 6:00 a.m.;

- Ensure the Dockweiler Youth Center and concession stand are monitored every 60 minutes;
- Patrol South of the DYC to the hang-gliding storage container (container itself is not the responsibility of the County) to North of the Dockweiler Youth Center where the RV Park ends via the bike path;
- Sign-in electronically at the Dockweiler RV Park office;
- Check sign-in clipboard for special post orders;
- Ensure that all perimeter doors of the Dockweiler Youth Center and concession stand are closed and locked;
- Ensure all electronic checkpoint locations are engaged;
- Ensure that no one is sleeping in areas around the building;
- Ensure there are no tents on the sand overnight;
- Report any malfunction, broken windows, broken door handles, building or parking lot lights not functioning, etc.;
- Report any hazards, leaking water lines, exposed electrical wires, broken steps, etc.;
- Ensure that no one vandalizes County property; and
- Document any County employee entering the building after closing hours. Verify identification, write down the person's name, title and time of entrance to the facility.

10.1.4 Service Area 3, Marina del Rey

- Arrive at the security post no later than 7:30 p.m. in complete uniform;
- Leave the security post no earlier than 6:30 a.m.; and
- Sign-in electronically at the park office.

a. Via Dolce Yard

- Check the main entry gate to ensure it is secured for the evening;
- Check all exterior facility doors to ensure they are locked. Check windows for any cracks or signs of illegal entry;
- Check storage bins and bay doors to ensure the padlocks are not vandalized or broken;
- Walk around facility/compound to ensure no homeless are inside the compound;

- Check equipment (trucks, tractors and landscaping equipment) for damage and ensure equipment is locked;
- Check exterior chain link fence for illegal access into compound (for example: holes or damage to the fence);
- Ensure exterior lights to the facility are on and/or working properly;
- Report all observed or discovered vandalism of County property;
- Report on a daily basis any suspicious activity and/or matters requiring immediate attention; and
- Contact Marina del Rey Sheriff's Station at (310) 482-6000 if there is an imminent threat or activity requiring immediate attention and further investigation.

b. Parcel 45 – Parking Lot

- Ensure that no unauthorized vehicles are parked in the lot.

c. Parcel 77 – Boat Storage Area

- Walk perimeter and interior of storage area;
- Ensure that unauthorized persons are not inside the area;
- Ensure that no tenants are sleeping overnight on their boats or anywhere in the storage area;
- Ensure that main entrance door and both side exit gates are locked and secured at the Fiscal Building; and
- Report vandalism, suspicious activity, and/or matters requiring immediate attention to Contract Administrator.

Service Area 3, Burton Chace Park/Guest Docks

- Arrive at the security post no later than 10:00 p.m. in complete uniform;
- Leave the security post no earlier than 6:00 a.m.;
- Document boaters arriving at the transient docks after 8:00 p.m., including arrival time, CF or documentation number, boat name or brief description of vessel and operator's full name;
- Direct customers to register and pay fees with the Chace Park office between the hours of 8:00 a.m. and 10:00 a.m. of the following day;
- Provide boaters with gate and restroom entry key code;

- Regularly monitor boater restrooms for unauthorized persons and vandalism;
- Ensure no one is in the park between 10:00 p.m. – 6:00 a.m.;
- Monitor four (4) hour dock and notify the Sheriff's Department of any vessels exceeding the allotted time;
- Close parking lot gates at 10:00 p.m. and open at 6:00 a.m.;
- Lock picnic restroom at 10:00 p.m. and open at 6:00 a.m.; and
- Guard equipment left overnight for special events, as directed by the CA.

d. Boathouse/Docks

- Ensure that all Boathouse doors are secure, including entrance gates and doors on all three floors;
- Ensure that no unauthorized vessels are tied up to the Boathouse docks;
- Ensure that anyone found on the docks has proper County employee photo identification or is a volunteer Boy Scout. Ensure that anyone in the facility after hours has proper identification and, should they not have it, document the person's name, title and business reason for being on the premises. All activities must be County approved. Any overnight activity must have prior approval. Notification will come from the County Contract Administrator or Burton Chace Park Supervisor; and
- Enforce Visitor Guest Dock Rules (Exhibit D);

e. Parcel 47 – Restrooms, Docks G2600, 2400, 2200, 2000, 1800, 1600, 1400, 1200, 1000, 800, and 600

- Regularly monitor boater restrooms for unauthorized persons and vandalism; and
- Ensure that no unauthorized vessels are tied to the docks.

f. Boathouse Promenade

- Walk perimeter;
- Ensure that unauthorized persons are not inside area; and
- Enforce Burton Chace Park rules.

10.1.5 Area 4, White Point/Royal Palms Beach Parking Lot

- Guard, in mobile patrolled vehicle, shall enforce lot closure (November 6 through March 11, lot closes at 6:30 p.m. and March 12 through November 5, lot closes at 8:30 p.m.);
- Ensure County property is protected from vandalism;
- Ensure patrons are not entering premises after closing;
- Report damage and vandalism of County property to Enforcement Services Unit Supervisor; and
- Log license plate numbers, make and model of vehicles remaining in lot after closing.

10.2 Other Duties

Perform other duties within the scope of the Contract as required by the Director.

11.0 CONTRACTOR TRAINING REQUIREMENTS

Contractor shall furnish, and Contractor's security guards must successfully complete before commencing patrol duties, a basic training course which provides the subject matter, class time and topics described below.

11.1 Duties and Functions of Security Guards (3 hours)

- Public Relations;
- Appearance;
- Observe and report;
- Note-taking and reporting;
- Legal powers and limitations;
- Prevention;
- Use of force only when life is being threatened;
- Department's Statement of Work;
- Search and seizure; and
- Arrest powers.

11.2 Prevention and Protection (3 hours)

- Patrols;
- Checking for hazards;
- Access control;

- Department's rules and regulations;
- Inspections; and
- Safety.

11.3 Enforcement (3 hours)

- Observation and description;
- Preservation of evidence;
- Criminal and civil law;
- Crimes in progress;
- Unruly persons;
- Defensive tactics;
- Procedures for bomb threats; and
- Procedures during fires, explosions, floods and demonstrations.

11.4 Special Problems (2 hours)

- Vandalism;
- Arson;
- Burglary;
- Robbery;
- Theft;
- Loitering;
- Drugs and alcohol; and
- Terrorism.

11.5 General Emergency Services (2 hours)

- Communications;
- Crowd control;
- Fire control systems and fire prevention;
- First Aid/CPR;
- Safeguarding County property;
- Law enforcement and private security relationships; and
- Responding to alarms.

12.0 UNSCHEDULED WORK

The Contractor shall upon 24 hours' notice perform unscheduled armed security guard services at such times and places as are authorized in writing by the Director or his designee.

12.1 Special Events

The Contractor shall provide armed security guard services and, if needed, crowd control services for special events and programs on any day of the week at any time of day when requested by the Director at least three working days prior to each such event. The Director, in his sole discretion may also request such services within 24 hours' notice of an event. If possible, the Contractor shall cover such events by rescheduling employees to avoid incurring additional labor costs.

12.2 Emergencies

The Director, in his sole discretion, may determine that an emergency or unforeseen incident jeopardizing health, safety or property requires special armed security guard services. The Contractor shall make such services available within two hours of telephone notice.

13.0 LOGS AND REPORTS

13.1 Electronic Sign-In

Contractor shall ensure that security guards electronically sign-in and out at the beginning and end of each shift at the security posts using the equipment as stated in Section 7.8. The CA may request that Contractor provide an electronic report verifying guards reporting at any time. The security posts are located as follows:

- Service Area 1, Dockweiler – The security post will be located at the entrance kiosk of the parking facility at Dockweiler.
- Service Area 2, Dockweiler Youth Center - The security post will be located at the entrance kiosk of the parking facility at Dockweiler Youth Center.
- Service Area 3, Marina del Rey - The security post will be located in the Community Room of the Burton Chace Park complex, and will be used solely for the purpose of electronically signing in and out.
- Service Area 4, White Point/Royal Palms Beach Parking Lot – Electronic sign-in to be determined. The Department reserves the right to require electronic sign-in during the term of this Contract and any option years, if exercised.

13.2 Contractor to Submit Monthly Reports

The Contractor shall submit with each monthly invoice a report describing the services rendered during the period, including:

- The charge for the services rendered;
- The balance of funds remaining under the Contract;
- The names, dates and hours worked by each security guard;
- An electronic report of each security guard's sign in/out time;
- Any subcontractors employed and their dates and hours worked; and
- A copy of the electronic guard monitoring report shall be attached with the Contractor's monthly invoice.

13.3 Daily Patrol Log

The Contractor shall maintain a daily patrol log in accordance with Exhibit B, Daily Patrol Log. This log shall include the name of the security guard, date, starting and ending times, certification activities completed, description of any activity not listed (including, but not limited to, emergency situations in the parking lots and parks) and all reported incidents. Each daily patrol log shall be completed by the end of each shift and left in an appropriate place accessible to the CA, to be determined upon award of the contract.

13.4 Daily Patrol Report

At the conclusion of each shift, the security guard shall download and generate the patrol report. The facility name on the report must be the same as the facility named in Section 8.0 or as directed by the Contract Administrator.

13.5 Written Incident Reports

The Contractor shall prepare written incident reports. Incident reports shall include, but not be limited to, discharge of firearms observed or reported by security guards or others, bodily injury, use of force by security guards or others, active involvement by fire, vehicle collision/incident report (involving Contractor vehicle's), paramedic and law enforcement authorities, vandalism, trespass, illegal gatherings, fights, burglaries, thefts, assaults, property damage, flooding, earthquake damage, roadway damage, power failures, utility failures, parking lot lights extinguished, broken gates and observed violations of ordinances or statutes. This report shall

contain any information that is immediately available to assist the County in identifying and locating the perpetrator and/or victim. The report shall be completed by the end of the shift in which the incident is first observed or reported and shall be submitted to the CA on the next County business day, unless otherwise instructed by the CA.

13.6 Oral Incident Reports

The Contractor shall immediately submit to the CA a detailed oral report of such incidents. The Contractor shall file a written report not later than the next County business day, or immediately if requested by the CA as stated in Section 13.5.

13.7 Complaint Log

The Contractor shall also maintain a log of all complaints received directly from the public or forwarded to the Contractor by the CA relating to complaints concerning employee appearance, attitude and work. The log shall contain the date of receipt of complaint, nature of the complaint, time and action taken or reason for inaction. A copy of any written complaint and its resolution shall be submitted to the CA no later than five working days from the Contractor's receipt of the complaint. An updated copy of the complaint log shall be made available to the CA by the first day of each month. Logs and reports relative to supervision, noting problems and/or violations and corrective actions, shall be made available to the CA.

13.8 Monthly Incident Summary

The Contractor shall submit to the CA by the fifth day of each calendar month of the Contract term commencing with the second month of the Contract term, a written report summarizing all incidents reported in the patrol log and incident reports and their disposition for the previous month.

13.9 Nightly RV Park Entries / Burton Chace Park Docks

The guards on duty shall maintain a log of vehicles/vessels and persons admitted to the RV Park and Burton Chace Park during the shift hours as directed by the CA.

14.0 GREEN INITIATIVES

14.1 Contractor shall use reasonable efforts to initiate "green" practices for environmental and energy conservation benefits.

14.2 Contractor shall notify County's Contract Administrator of Contractor's new green initiatives prior to the contract commencement.

15.0 PERFORMANCE REQUIREMENTS SUMMARY

All listings of services used in the Performance Requirements Summary (PRS) are intended to be completely consistent with the Contract and the SOW, and are not meant in any case to create, extend, revise, or expand any obligation of Contractor beyond that defined in the Contract and the SOW. In any case of apparent inconsistency between services as stated in the Contract and the SOW and this PRS, the meaning apparent in the Contract and the SOW will prevail. If any service seems to be created in this PRS which is not clearly and forthrightly set forth in the Contract and the SOW, that apparent service will be null and void and place no requirement on Contractor.

15.1 Acknowledgement and Acceptance of Standards and Sums

The Contractor agrees to and accepts the performance standards, including, but not limited to, the sums set forth as liquidated damages for unacceptable performance.

CONTRACT DISCREPANCY REPORT (CDR)

TO: _____

FROM: _____

DATES: Prepared: _____

Returned by Contractor: _____

Action Completed: _____

DISCREPANCY PROBLEMS:

Signature of County Contract Administrator: _____

Date: _____

CONTRACTOR RESPONSE (Cause and Corrective Action):

Signature of County Contract Administrator: _____

Date: _____

COUNTY EVALUATION OF CONTRACTOR RESPONSE:

Signature of County Contract Administrator: _____

Date: _____

COUNTY ACTIONS:

CONTRACTOR NOTIFIED OF ACTION

Signature of County Contract Administrator: _____

Date: _____

Signature of Contract Representative: _____

Date: _____

PERFORMANCE REQUIREMENTS SUMMARY (PRS)

Armed Security Guard Services

SPECIFIC PERFORMANCE REFERENCE	SERVICE	MONITORING METHOD	LIQUIDATED DAMAGES
SAMPLE CONTRACT: SUB-PARAGRAPH 5.8 – <i>INVOICES & PAYMENTS</i>	Contractor shall submit invoices by the 15 th of each month	Review of Invoices	\$100 per occurrence
SAMPLE CONTRACT: PARAGRAPH 8.8. – <i>COMPLIANCE W/COUNTY'S JURY SERVICE PROGRAM</i>	Contractor shall have and adhere to a written policy meeting the County's Jury Service Program requirements	Review of Records	\$ 100 per occurrence
SAMPLE CONTRACT: PARAGRAPH 8.25 – <i>INSURANCE COVERAGE</i>	Contractor shall maintain required liability amounts and coverages	Review of Insurance Certificates	\$500 per occurrence
SAMPLE CONTRACT: PARAGRAPH 8.28 – <i>NONDISCRIMINATION AND AFFIRMATIVE ACTION</i>	Contractor shall certify to, and comply with Form P-8, Contractor's EEO Certification	Inspection of Files	\$100 per occurrence
SAMPLE CONTRACT: PARAGRAPH 8.38 – <i>RECORD RETENTION & INSPECTION/AUDIT SETTLEMENT</i>	Contractor shall maintain all required records as specified	Inspection of Files	\$100 per occurrence
SAMPLE CONTRACT: PARAGRAPH 8.40 – <i>SUBCONTRACTING</i>	Contractor shall obtain County's written approval prior to subcontracting any work	Observation	\$100 per occurrence
SAMPLE CONTRACT: PARAGRAPH 9.1 – <i>COMPLIANCE WITH LIVING WAGE PROGRAM</i>	Contractor shall comply and adhere to all requirements of the Living Wage Program	Review of Records	\$100 per occurrence
STATEMENT OF WORK: PARAGRAPH 3.0 – <i>CONTRACTOR'S QUALITY CONTROL PLAN</i>	Contractor shall comply with its quality control plan	Observation	\$100 per occurrence
STATEMENT OF WORK: SUB-PARAGRAPH 4.1 – <i>QUALITY ASSURANCE PLAN</i>	Contractor shall respond to an issued Contract Discrepancy Report (CDR) within three workdays	Observation & Documentation	\$100 per occurrence
STATEMENT OF WORK: SUB-PARAGRAPH 4.1 – <i>QUALITY ASSURANCE PLAN</i>	Contractor shall submit a plan for correction to an issued CDR within five workdays	Observation & Documentation	\$100 per occurrence
STATEMENT OF WORK: SUB-PARAGRAPH 5.2.1. – <i>RESPONSIBILITIES - CONTRACTOR</i>	Contractor shall designate a full-time employee as the Contractor's Representative	Observation	\$100 per occurrence

PERFORMANCE REQUIREMENTS SUMMARY (PRS)

Armed Security Guard Services

SPECIFIC PERFORMANCE REFERENCE	SERVICE	MONITORING METHOD	LIQUIDATED DAMAGES
STATEMENT OF WORK: SUB-PARAGRAPH 5.2.2 – <i>RESPONSIBILITIES - CONTRACTOR</i>	Contractor shall ensure all posts are filled according to Contractor's submitted staffing plan	Observation	\$500 per occurrence
STATEMENT OF WORK: SUB-PARAGRAPH 5.3.2. – <i>RESPONSIBILITIES – CONTRACTOR'S REPRESENTATIVE</i>	Contractor's Representative shall be available to the County Contract Administrator by reasonable telephone notice each business day	Observation	\$100 per occurrence
STATEMENT OF WORK: SUB-PARAGRAPH 5.4 – <i>RESPONSIBILITIES</i>	Contractor shall provide a supervisor during the performance of the Contract	Observation	\$100 per occurrence
STATEMENT OF WORK: SUB-PARAGRAPH 5.7 – <i>RESPONSIBILITIES</i>	Contractor shall provide its employees annual notification of Living Wage Program	Inspection of Files	\$100 per occurrence
STATEMENT OF WORK: SUB-PARAGRAPH 5.8 – <i>RESPONSIBILITIES</i>	Contractor's employees shall comply with all responsibilities in Section 5.8 of the Statement of Work	Observation	\$100 per occurrence
STATEMENT OF WORK: SUB-PARAGRAPH 5.9.1 – <i>RESPONSIBILITIES</i>	Contractor shall maintain all required licenses during the Contract term	Review of Records	\$100 per occurrence
STATEMENT OF WORK: SUB-PARAGRAPH 5.9.2 – <i>RESPONSIBILITIES</i>	Contractor shall ensure that security guards maintain all required training and certification during the Contract term	Review of Records	\$100 per occurrence
STATEMENT OF WORK: SUB-PARAGRAPH 5.10.1 – <i>RESPONSIBILITIES</i>	Contractor shall provide to Department completion of training, licenses and certifications of security guards prior to performing Contract work	Review of Records	\$100 per occurrence
STATEMENT OF WORK: SUB-PARAGRAPH 5.10.2 – <i>RESPONSIBILITIES</i>	Contractor shall maintain records of employees assigned to perform contract work	Review of Records	\$100 per occurrence
STATEMENT OF WORK: PARAGRAPH 6.0 – <i>FACILITIES AND EQUIPMENT FURNISHED BY COUNTY</i>	Contractor shall be responsible for repairs or replacement of lost, stolen or damaged County equipment	Observation	\$100 per occurrence
STATEMENT OF WORK: SUB-PARAGRAPH 7.2 – <i>EQUIPMENT FURNISHED BY CONTRACTOR</i>	Contractor shall provide an electronic monitoring system and appropriate equipment	Observation	\$150 per occurrence

PERFORMANCE REQUIREMENTS SUMMARY (PRS)

Armed Security Guard Services

SPECIFIC PERFORMANCE REFERENCE	SERVICE	MONITORING METHOD	LIQUIDATED DAMAGES
STATEMENT OF WORK: SUB-PARAGRAPH 7.3 – <i>EQUIPMENT FURNISHED BY CONTRACTOR</i>	Contractor shall furnish all security guards' work uniforms which shall be neat, clean and worn while performing the Contract work	Observation	\$100 per occurrence
STATEMENT OF WORK: SUB-PARAGRAPH 7.4 – <i>EQUIPMENT FURNISHED BY CONTRACTOR</i>	Security guards shall be equipped with all required equipment listed in Section 7.4	Observation	\$100 per occurrence
STATEMENT OF WORK: SUB-PARAGRAPH 7.5 – <i>EQUIPMENT FURNISHED BY CONTRACTOR</i>	Security guards shall wear visible photo identification at all times while performing Contract work	Observation	\$100 per occurrence
STATEMENT OF WORK: SUB-PARAGRAPH 7.6 – <i>EQUIPMENT FURNISHED BY CONTRACTOR</i>	Contractor shall provide three patrol vehicles with current DMV registration	Observation	\$200 per occurrence
STATEMENT OF WORK: SUB-PARAGRAPH 7.7 – <i>EQUIPMENT FURNISHED BY CONTRACTOR</i>	Contractor shall provide two (2) two-way communication devices	Observation	\$100 per occurrence
STATEMENT OF WORK: PARAGRAPH 8.0 – <i>SERVICE AREAS</i>	Contractor shall ensure all service areas identified are patrolled	Observation & Documentation	\$250 per occurrence
STATEMENT OF WORK: SUB-PARAGRAPH 9.1. – <i>SECURITY GUARD HOURS AND TASKS</i>	Security guards shall be staffed at designated posts and times	Observation	\$250 per occurrence
STATEMENT OF WORK: SUB-PARAGRAPH 9.2 – <i>SECURITY GUARD HOURS AND TASKS</i>	Security guards shall comply with all tasks in Section 9.2	Observation	\$250 per occurrence
STATEMENT OF WORK: SUB-PARAGRAPH 10.0. – <i>SCOPE OF WORK & DUTIES</i>	Contractor shall ensure security guards perform all duties as described for all areas listed	Observation & Documentation	\$250 per occurrence
STATEMENT OF WORK: PARAGRAPH 11.0 – <i>CONTRACTOR TRAINING REQUIREMENTS</i>	Contractor shall ensure security guards successfully complete a basic training course prior to commencing patrol duties	Observation	\$100 per occurrence

PERFORMANCE REQUIREMENTS SUMMARY (PRS)

Armed Security Guard Services

SPECIFIC PERFORMANCE REFERENCE	SERVICE	MONITORING METHOD	LIQUIDATED DAMAGES
STATEMENT OF WORK: PARAGRAPH 12.0 – <i>UNSCHEDULED WORK</i>	Contractor shall provide armed security guard services for special events and emergencies as requested by Director	Observation	\$100 per occurrence
STATEMENT OF WORK: SUB-PARAGRAPH 13.1 – <i>LOGS AND REPORTS</i>	Security guards shall electronically sign in and out at the beginning and end of each shift	Review of Records	\$100 per occurrence
STATEMENT OF WORK: SUB-PARAGRAPH 13.3 – <i>LOGS AND REPORTS</i>	Contractor shall maintain a daily patrol log to be completed by the end of each shift	Review of Records	\$100 per occurrence
STATEMENT OF WORK: SUB-PARAGRAPH 13.4 – <i>LOGS AND REPORTS</i>	Contractor shall prepare written incident reports as necessary by the end of the shift in which an incident is first observed	Review of Records	\$100 per occurrence
STATEMENT OF WORK: SUB-PARAGRAPH 13.7 – <i>LOGS AND REPORTS</i>	Contractor shall maintain a log of all complaints received with a copy of the complaint and resolution forwarded to the CA within five (5) working days of receipt of the complaint	Review of Records	\$100 per occurrence
STATEMENT OF WORK: PARAGRAPH 13.8 – <i>LOGS AND REPORTS</i>	Contractor shall submit to the CA by the fifth day of each month a monthly incident summary	Review of Records	\$100 per occurrence
STATEMENT OF WORK: PARAGRAPH 13.10 – <i>LOGS AND REPORTS</i>	Contractor shall provide all required Living Wage reports on a monthly basis	Review of Records	\$100 per occurrence

REQUEST FOR PROPOSALS FOR ARMED SECURITY GUARD SERVICES
OFFER TO PERFORM AND PRICE PROPOSAL

Proposer: Name: Hamilton Private Security
Address: 7301 Topanga Canyon Blvd. #350
Canoga Park, CA 91303
Phone: 818-702-8050 Fax: 818-337-1962

To: Gary Jones, Director, Department of Beaches and Harbors

Proposer, responding to the Request for Proposals (RFP) issued by the Los Angeles County Department of Beaches and Harbors, offers to provide Armed Security Guard Services on the terms and conditions for the performance of this work that are set forth in the RFP. Such services shall be performed during a three-year term and at the sole discretion of the Director may be extended for two additional, consecutive, optional Contract years. The two one-year options shall be exercised separately in succession. The Director, at his sole discretion, may also extend the final Contract term on a month-to-month basis for up to six months.

The compensation for Proposer's services shall be in accordance with the hourly rates set forth for such work on page 2 of this form, subject to the limitations provided in the Contract.

This offer shall be irrevocable for a period of 180 days after the final date for submission.

Proposer is a (n): ☐ individual ☒ corporation ☐ partnership/joint venture ☐ limited liability company ☐ other:

State of organization: California Principal place of business: Los Angeles

Out of state vendor's authorized agent for service of process in California:

Name N/A Address _____ Phone _____

The Proposer represents that the person executing this offer and the following persons are individually authorized to commit the Proposer in any matter pertaining to the proposed Contract:

Sandra Hamilton, President 818-702-8050
Name Title Phone

(only one authorized signer)
Name Title Phone

Dated: _____ Proposer's signature: Sandra Hamilton

Sandra Hamilton, President 818-702-8050
Name Title Phone

Hamilton Private Security

Form P1
Page 2 of 2

PRICE PROPOSAL

Fill in all of the unshaded boxes. This chart will be used for a variety of purposes as follows:

- The first six columns (relating to "Standard Staffing Hours") should reflect the annual Security Officer staffing hours required by the Contract as detailed in the Statement of Work and the hours of service rendered by Other Personnel such as Supervisors and the Contractor Representative.
 - No minimum hourly requirement is given for the positions of Supervisors or Contractor Representative; however, the quoted numbers will be used by the County to assist in evaluation of the adequacy of the Proposer's Staffing/Work Plan (Form P-5). The cost for providing these hours should be factored into the contractor's overhead costs.
 - The Security Officer staffing hours indicated in the Statement of Work, 9.1 are: (ALL SHIFTS ARE SEVEN DAYS PER WEEK.)
 - Area 1, Two Security Guards - 8p.m. - 6a.m. (10 Hours); Area 1.1, One Security Guard - 6p.m. - 6a.m. (12 hours) February 1st through January 5th only, (RV Park is closed most of the month of January; Standard staffing hours are through January 5th as January staffing hours will not exceed five days)
 - Area 2, One Security Guard - 8p.m. - 6a.m. (10 Hours)
 - Area 3, Two Security Guards: Guard One - 7 30p.m. - 6 30a.m. (11 Hours) & Guard Two - 10p.m. - 6a.m. (8 Hours); and
 - Area 4, One Security Guard, March 1st through October 31st, 8p.m.-1a.m. (5 Hours) & November 1st through February 28th, 6p.m. - 11p.m. (5 hours).
- The next column ("Hourly Wage") should reflect actual hourly wages paid, which the County will use to determine whether the Proposer complies with the County Living Wage Program (Appendix J).
- The next column ("Contractor's Annual Cost") should accurately reflect all cost items, as well as profit, that are included in the Annual County Cost.
- The second-to-last column ("Proposed Price per Hour") will be used to pay for actual scheduled hours worked, as well as for any additional hours in the instance when unscheduled or emergency work has been authorized by the Director. The hourly rate must equal the Annual Cost to County divided by 23 778.
- The last column ("Annual County Cost") will be used for Proposal Price evaluation purposes. The total should equal the Proposer's expected compensation for providing the security services as detailed in the Statement of Work. In addition, it must equal the "Standard Staffing Hours - Annual Total" (fifth column) for Security Officers multiplied by the "Proposed Price per Hour" (second-to-last column) for that category of employees.

STANDARD STAFFING HOURS					ANNUAL TOTAL	HOURLY WAGE	CONTRACTOR'S ANNUAL COST	PROPOSED PRICE PER HOUR	ANNUAL COUNTY COST
	Area 1&1.1 - Dockweiler	Area 2 - Dockweiler Youth Center	Area 3 - Marina del Rey	Area 4 - White Point/ Royal Palms					
SECURITY OFFICER HOURS	11,368	3,650	6,935	1,825	23,778	\$ 14.35	\$ 341,214.30	\$ 21.50	\$ 511,227.30
SUPERVISOR HOURS - Rover	Varies	Varies	Varies	Varies	1040	\$ 17.50	\$ 18,200.00		
CONTRACTOR REPRESENTATIVE	Varies	Varies	Varies	Varies	1040	\$ 17.50	\$ 18,200.00		
EMPLOYEE BENEFITS							\$ 16,000.00		
SUPPLIES							\$ 26,500.00		
OTHER EXPENSES & OVERHEAD							\$ 11,500.00		
PROFIT							\$ 79,613.00		
TOTAL (ANNUAL COST TO COUNTY)							\$ 511,227.30		\$ 511,227.30

PROPOSER'S ORGANIZATION QUESTIONNAIRE/AFFIDAVIT AND CBE INFORMATION

Please complete, date and sign this form. The person signing the form must be authorized to sign on behalf of the Proposer and to bind the applicant in a Contract.

1. Is your firm a corporation or limited liability company (LLC)? ☒ Yes ☐ No

If yes, complete:

Legal Name (found in Articles of Incorporation) EdNet Career Institute, Inc.
State California Year Inc. 1997

2. If your firm is a limited partnership or a sole proprietorship, state the name of the proprietor or managing partner:

N/A

3. Is your firm doing business under one or more DBA's? ☒ Yes ☐ No

If yes, complete:

Name	County of Registration	Year became DBA
<u>Hamilton Private Security</u>	<u>Los Angeles</u>	<u>2011</u>
<u></u>	<u></u>	<u></u>

4. Is your firm wholly/majority owned by, or a subsidiary of another firm? ☐ Yes ☒ No

If yes, complete:

Name of parent firm: N/A
State of incorporation or registration of parent firm: N/A

5. Has your firm done business as other names within last five (5) years? ☐ Yes ☒ No

If yes, complete:

Name <u>N/A</u>	Year of Name Change <u></u>
Name <u>N/A</u>	Year of Name Change <u></u>

6. Is your firm involved in any pending acquisition or mergers, including the associated company name?

☐ Yes ☒ No If yes, provide information:

N/A

Proposer acknowledges and certifies that it meets and will comply with all of the Minimum Mandatory Requirements listed in Paragraph 3.0 - Minimum Mandatory Requirements, of this Request for Proposal, as listed below.

Check the appropriate boxes:

☒ **Yes** ☐ **No** Proposer's firm must have a minimum of five years' experience providing armed security services equivalent or similar to the size and scope of the services identified in Appendix B, Statement of Work.

☒ **Yes** ☐ **No** Proposer's firm must be licensed as a private patrol operator in good standing with the State of California;

☒ A copy of Proposer's private patrol operator license is attached to the proposal

☒ **Yes** ☐ **No** Proposer's Contract Representative must have a minimum of three years' experience providing management in armed security guard services.

☒ **Yes** ☐ **No** Proposers must have attended the Mandatory Proposer's Conference.

☒ **Yes** ☐ **No** Proposers must complete and return all required Forms P-1 through P-19 and all applicable Living Wage forms.

Proposer further acknowledges that if any false, misleading, incomplete, or deceptively unresponsive statements in connection with this proposal are made, the proposal may be rejected. The evaluation and determination in this area shall be at the Director's sole judgment and his/her judgment shall be final.

Proposer's Name:

Hamilton Private Security DBA of EdNet Career Institute, Inc.

Address:

7301 Topanga Canyon Blvd., #350 Canoga Park, CA 91303

E-mail address: sandra@hamiltonprivatesecurity.com Telephone number: 818-702-8050

Fax number: 818-337-1962

On behalf of Hamilton Private Security (Proposer's name), I Sandra Hamilton
(Name of Proposer's authorized representative), certify that the information contained in this Proposer's
Organization Questionnaire/Affidavit is true and correct to the best of my information and belief.

Sandra Hamilton
Signature

President

Title

February 28, 2017

Date

91-1865451

Internal Revenue Service
Employer Identification Number

910599-0001-9

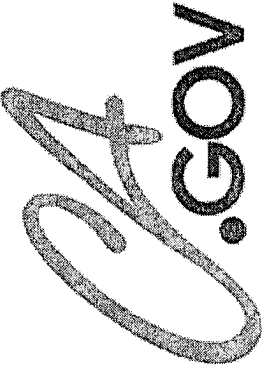
California Business License Number

51982301

County WebVen Number

Supplier Profile

State of California Certification



Certification ID : 33662

Legal Business Name

EDNET CAREER INSTITUTE, INC.

Doing Business As (DBA) Name1:

EDNET CAREER INSTITUTE INC

Doing Business As (DBA) Name2:

Address

7301 TOPANGA CANYON BLVD SUITE 350
CANOGA PARK
CA 91303

Email:

sandra@ednet4u.com (mailto:sandra@ednet4u.com)

Office Phone Number

818/702-6640

Business Fax Number

818/702-6657

Business Web Address

http://www.ednet4u.com ()

Service Areas

Los Angeles , Orange , Riverside , San Bernardino , Santa Barbara , Ventura

Total No. of Employees

46

Business Types:

Service

Notification Preference

Email

[View Keywords](#)

[View Classifications](#)

Active Certifications

Certification Type

SB(Micro)

Status

Approved

From

10/13/2015

To

10/31/2017

PROPOSER'S ORGANIZATION QUESTIONNAIRE/AFFIDAVIT AND CBE INFORMATION

- I. **FIRM/ORGANIZATION INFORMATION:** The information requested below is for statistical purposes only. On final analysis and consideration of award, contractor/vendor will be selected without regard to race/ethnicity, color, religion, sex, national origin, age, sexual orientation or disability.

Business Structure: <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Partnership <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Non-Profit <input type="checkbox"/> Franchise <input type="checkbox"/> Other (Specify) _____						
Total Number of Employees (including owners): 57						
Race/Ethnic Composition of Firm. Distribute the above total number of individuals into the following categories:						
Race/Ethnic Composition	Owners/Partners/ Associate Partners		Managers		Staff	
	Male	Female	Male	Female	Male	Female
Black/African American			1	1	12	1
Hispanic/Latino			2	1	15	2
Asian or Pacific Islander						
American Indian						
Filipino					5	
White		1		1	13	2

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

	Black/African American	Hispanic/Latino	Asian or Pacific Islander	American Indian	Filipino	White
Men	%	%	%	%	%	%
Women	%	%	%	%	%	100 %

- III. **CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, AND DISABLED VETERAN BUSINESS ENTERPRISES:** If your firm is currently certified as a minority, women, disadvantaged or disabled veteran owned business enterprise by a public agency, complete the following and attach a copy of your proof of certification. (Use back of form, if necessary.)

Agency Name	Minority	Women	Disadvantaged	Disabled Veteran	Other
SBE		1			

Proposer further acknowledges that if any false, misleading, incomplete, or deceptively unresponsive statements in connection with this proposal are made, the proposal may be rejected. The evaluation and determination in this area shall be at the Director's sole judgment and his/her judgment shall be final.

DECLARATION: I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE ABOVE INFORMATION IS TRUE AND ACCURATE.

PROPOSER NAME: Hamilton Private Security		COUNTY WEBVEN NUMBER: 51982301
ADDRESS: 7301 Topanga Canyon Blvd., #350 Canoga Park, CA 91303		
PHONE NUMBER: 818-702-8050	E-MAIL: sandra@hamiltonprivatesecurity.com	
INTERNAL REVENUE SERVICE EMPLOYER IDENTIFICATION NUMBER: 91-1865451	CALIFORNIA BUSINESS LICENSE NUMBER: 910599-0001-9	
PROPOSER OFFICIAL NAME AND TITLE (PRINT): Sandra Hamilton, President		
SIGNATURE		DATE February 28, 2017



STATE OF CALIFORNIA
FRANCHISE TAX BOARD
PO BOX 942857
SACRAMENTO CA 94257-0540

Entity Status Letter

Date: 10/15/2015

ESL ID: 3084447373

According to our records, the following entity information is true and accurate as of the date of this letter.

Entity ID: 2018255

Entity Name: EDNET CAREER INSTITUTE

- ☒ 1. The entity is in good standing with the Franchise Tax Board.
- ☐ 2. The entity is not in good standing with the Franchise Tax Board.
- ☐ 3. The entity is currently exempt from tax under Revenue and Taxation Code (R&TC) Section 23701.
- ☐ 4. We do not have current information about the entity.

The above information does not necessarily reflect:

- The entity's status with any other agency of the State of California, or other government agency.
- If the entity's powers, rights, and privileges were suspended or forfeited at any time in the past, or the entity did business in California at a time when it was not qualified or not registered to do business in California:
 - The status or voidability of any contracts made in California by the entity at a time when the entity was suspended or forfeited (R&TC Sections 23304.1, 23304.5, 23305a, 23305.1).
 - For entities revived under R&TC Section 23305b, any time limitations on the revivor or limitation of the functions that can be performed by the entity.

Internet and Telephone Assistance

Website: ftb.ca.gov

Telephone: 800.852.5711 from within the United States

916.845.6500 from outside the United States

TTY/TDD: 800.822.6268 for persons with hearing or speech impairments



State of California
Secretary of State

S

Statement of Information

(Domestic Stock and Agricultural Cooperative Corporations)

FEES (Filing and Disclosure): \$25.00.

If this is an amendment, see instructions.

IMPORTANT – READ INSTRUCTIONS BEFORE COMPLETING THIS FORM

P-2A

FC44968

FILED

In the office of the Secretary of State
of the State of California

MAR-09 2016

This Space for Filing Use Only

1. CORPORATE NAME

EDNET CAREER INSTITUTE

2. CALIFORNIA CORPORATE NUMBER

C2018255

No Change Statement (Not applicable if agent address of record is a P.O. Box address. See instructions.)

3. If there have been any changes to the information contained in the last Statement of Information filed with the California Secretary of State, or no statement of information has been previously filed, this form must be completed in its entirety.

☐ If there has been no change in any of the information contained in the last Statement of Information filed with the California Secretary of State, check the box and proceed to Item 17.

Complete Addresses for the Following (Do not abbreviate the name of the city. Items 4 and 5 cannot be P.O. Boxes.)

4. STREET ADDRESS OF PRINCIPAL EXECUTIVE OFFICE CITY STATE ZIP CODE
7301 TOPANGA CANYON BLVD. #350, CANOGA PARK, CA 91303

5. STREET ADDRESS OF PRINCIPAL BUSINESS OFFICE IN CALIFORNIA, IF ANY CITY STATE ZIP CODE

6. MAILING ADDRESS OF CORPORATION, IF DIFFERENT THAN ITEM 4 CITY STATE ZIP CODE

Names and Complete Addresses of the Following Officers (The corporation must list these three officers. A comparable title for the specific officer may be added; however, the preprinted titles on this form must not be altered.)

7. CHIEF EXECUTIVE OFFICER/ ADDRESS CITY STATE ZIP CODE
SANDRA L HAMILTON 7301 TOPANGA CANYON BLVD. #350, CANOGA PARK, CA 91303

8. SECRETARY ADDRESS CITY STATE ZIP CODE
MARY FALCONE 24386 LARCHMONT STREET, LAGUNA HILLS, CA 92653

9. CHIEF FINANCIAL OFFICER/ ADDRESS CITY STATE ZIP CODE
GEORGE TANNOUS, CPA 7301 TOPANGA CANYON BLVD. #350, CANOGA PARK, CA 91303

Names and Complete Addresses of All Directors, Including Directors Who are Also Officers (The corporation must have at least one director. Attach additional pages, if necessary.)

10. NAME ADDRESS CITY STATE ZIP CODE
ABDULLAH LAIQUE 7301 TOPANGA CANYON BLVD. #350, CANOGA PARK, CA 91303

11. NAME ADDRESS CITY STATE ZIP CODE

12. NAME ADDRESS CITY STATE ZIP CODE

13. NUMBER OF VACANCIES ON THE BOARD OF DIRECTORS, IF ANY: 1

Agent for Service of Process If the agent is an individual, the agent must reside in California and Item 15 must be completed with a California street address, a P.O. Box address is not acceptable. If the agent is another corporation, the agent must have on file with the California Secretary of State a certificate pursuant to California Corporations Code section 1505 and Item 15 must be left blank.

14. NAME OF AGENT FOR SERVICE OF PROCESS
THOMAS B HAMILTON

15. STREET ADDRESS OF AGENT FOR SERVICE OF PROCESS IN CALIFORNIA, IF AN INDIVIDUAL CITY STATE ZIP CODE
3772 CALLE JAZMIN, CALABASAS, CA 91302

Type of Business

16. DESCRIBE THE TYPE OF BUSINESS OF THE CORPORATION
VOCATIONAL TRAINING CENTER

17. BY SUBMITTING THIS STATEMENT OF INFORMATION TO THE CALIFORNIA SECRETARY OF STATE, THE CORPORATION CERTIFIES THE INFORMATION CONTAINED HEREIN, INCLUDING ANY ATTACHMENTS, IS TRUE AND CORRECT.

03/09/2016 SANDRA L HAMILTON

PRESIDENT

DATE

TYPE/PRINT NAME OF PERSON COMPLETING FORM

TITLE

SIGNATURE

Hamilton Private Security

Form P-2-A
Page 4 of 4

PENDING LITIGATION AND JUDGMENTS

JUDGMENTS WITHIN THE LAST FIVE YEARS			
NAME OF CASE	COURT CASE ID#	COURT JURISDICTION	OUTCOME OF CASE
N/A			

PENDING LITIGATION			
NAME OF CASE	COURT CASE ID#	COURT JURISDICTION	OUTCOME OF CASE/ CURRENT STATUS
N/A			

PROSPECTIVE CONTRACTOR LIST OF TERMINATED CONTRACTS

Contractor's Name: Hamilton Private Security

List of all contracts that have been terminated within the past three (3) years.

1. Name of Firm N/A	Address of Firm	Contact Person	Telephone # ()	Fax # ()
Name or Contract No.		Reason for Termination:		
2. Name of Firm	Address of Firm	Contact Person	Telephone # ()	Fax # ()
Name or Contract No.		Reason for Termination:		
3. Name of Firm	Address of Firm	Contact Person	Telephone # ()	Fax # ()
Name or Contract No.		Reason for Termination:		
4. Name of Firm	Address of Firm	Contact Person	Telephone # ()	Fax # ()
Name or Contract No.		Reason for Termination:		

Hamilton Private Security

Form P-5
Page 1 of 5

STAFFING AND WORK PLAN

1a. STAFFING PLAN: Please provide the requested information for staff, principals and subcontractors. Provide the names, experience and responsibilities of those staff that will be responsible for supervising the Contract work.
Attach each person's resume.

Position	Name	Experience	Responsibility
Contractor's Representative	Harold Standle	10+ years as Armed Guard with supervisory and management experience. (see resume)	Liaison with Department CA and day-to-day oversight of three locations and supervisors.
Supervisor	Walter Reed	8+ years as Security Guard with supervisory and management experience. (see resume)	Responsible for supervising security guards and all three locations.
Security Guard **	Travis Leucart	4+ military experience in security and 2 yrs in civilian security.	Perform duties as armed guard for the Department.
Security Guard **	Bernardo Ibarra	4+ military experience in security and 2 yrs in civilian security.	Perform duties as armed guard for the Department.
Security Guard **	Clarence Williams	4+ military experience in security and 4 yrs in civilian security.	Perform duties as armed guard for the Department.

** Since Board of Supervisors require that we retain current employees, we intend to comply; and therefore, we do not foresee hiring many new guards.

1b. PRINCIPAL OWNER(S) OF BIDDER'S ORGANIZATION Sandra Hamilton, President

Harold Stancle

Tarzana, CA

harold@hamiltonprivatesecurity.com

(310) 658-0663

Certifications

- Guard Card# **1868928**
- Firearms Permit# **368451**
- AB-2880 Compliant
- Baton Permit# **1535143**
- CPR/First Aid/ AED
- MACE/Pepper Spray/Stun Gun
- Sexual Assault Facilitator / Sexual Harassment Prevention Training
- Weapons of Mass Destruction/Terrorism Awareness/Evacuation Procedures
- Public Relations/Observation & Documentation/ Trespass/Handling Difficult People/Crowd Control
- Certified Security Instructor

Professional Experience

Canoga Park, CA

Hamilton Private Security

2014 - 2017

Director of Security Services

My responsibilities are to oversee the day-to-day activities of security services, at the direction of the President/CEO. Delegating administrative tasks, schedule officers and conduct staff meetings, Human Resources, Accomplish company objectives, reduce and prevent overtime. Comply with Los Angeles County Ordinances. Project Management. Event Coordination. Supervise armed security officers across broad spectrum of accounts.

Beverly Hills, CA

Salient Security

2008 - 2012

Security Supervisor

As Head of Security of various night clubs and Events large and small as well as crowd control, I was responsible for a group of teams 5 to 20 security guards. Delegating duties and responsibilities. I obtained this job from handling my responsibilities without incident.

Los Angeles, CA

Villa Azure Security

2005 - 2008

Security Officer

Monitor and observe CCTV, Issue visitor badge in different category, they also need to deposit a California I or US passport. To make sure visitors don't bring in any camera/video devices, they have to deposit it at the lobby security on duty. Foot patrol every hour in/out the building and parking lot.

Education

Canoga Park, CA

EdNet Career Institute

2014 - 2015

Los Angeles, CA

Los Angeles Valley College

2009 - 2010

Santa Monica, CA

Santa Monica College

2005 - 2007

Lansing, MI

Michigan State University

2002 - 2005

Grand Rapids, MI

Ottawa Hill High School

1998 - 2002

Skills

- MS Office, QuickBooks, Sales, Management, Verbal and Written Communication, Self-Starter, Customer Service, Human Resources, Public Speaking, Computer Instructor, Handcuff Instructor, Active Shooter Training.

WALTER REED

Los Angeles, CA 90038 | C: 323-208-7051 | reedlaw11@yahoo.com

Professional Summary

Spent ten years serving our country in the United States Army as a Specialist with a focus on Army vehicles. Experience working as a gate guard and protecting high value cargo in a convoy, as well as experience supervising and training entry-level service men. Certified to drive vehicles up to 40 tons. Excellent with health and safety regulations and procedures.

Core Qualifications

- Physically Fit
- Experienced in conflict resolution
- 10 years experience carrying a gun
- Trained in hand to hand combat
- Trained to work under high stress
- Proficient with Mac & PC programs
- Certified in CPR & First Aid
- Multiple Medals & Commendations

Experience

Security Guard

Picore International – Los Angeles

March 2016-January 2017

Close Range International – Los Angeles

March 2015-March 2016

Technician

United Rentals – Texas & Utah

October 2014-January 2015

Delivery/Pick Up of Trash Bins & Equipment

March 2013-October 2014

Reel Waste & Recycling – Film Industry Trash Disposal, Santa Clarita, CA

- Experience driving large rigs and traveling to different locations.

Senior Mechanic, United States Army

June, 2003-February, 2013

Fort Polk, LA

July 2009 – February, 2013

- Completed a one year tour of Afghanistan while stationed out of Fort Polk, worked as convoy security in the field, guarding high value cargo.
- Performed and scheduled routine vehicle maintenance, supervised seven people, completed performance evaluations and spent time as a gate guard.

Fort Irwin, CA

November 2005 – July 2009

- Completed a 14 month tour of Iraq while stationed out of Fort Irwin
- Responsible for quality assurance and control, and supervised and trained new mechanics, spent time as armed gate security.

Camp Red Cloud, Korea

June 2003 – November 2005

Education, Permits & Awards

General Education Degree – Grizzly Military Academy: 2002

Permits – Exposed Fire Arm Permit, Baton Permit, Pepper Spray Permit, and Taser Permit.

United States Army Medals – Two commendation Medals, Two Good Conduct Medals, Global War on Terrorism Expeditionary Medal, Iraq Campaign Medal, Afghanistan Campaign Medal, National Defense Service Medal, Driver and Mechanic Badge, North Atlantic Treaty Organization Medal, and the United States Army Combat Action Badge.

Travis Leucart

5602 Rhyloite rd Rosamond ca

93560

(661)917-0635

Travisleucart@yahoo.com

Certifications:

California Guard Card #G6260674 Exp.04/30/2018

Fire Arm Permit #FW2616110 Exp.06/30/2018

AB-2880 Compliant

MACE/Pepper Spray

U.S Marines

Sexual Harassment Prevention Training

Weapons of Mass Destruction/Terrorism Awareness/Evacuation Procedures

CPR and First Aid Certification and Training

Public Relations/Observation & Documentation/Trespass/Handling difficult

People/Crowd Control/Work Place Violence

Baton training

Professional Experience:

Hamilton Security. 04/2016-present

Worked in Private Events

Gate Security

Armed security

U.S Marines. 09/2013-01/2016

Armed Security

Infantry Riflemen

Skills And Abilities:

Active Listener

Responsible

Critical Thinker

Reliable

Team Player

Hard Worker

Problem Solver

Quick Learner

Education:

EdNet Career Institute, Security Officer Training (Topanga, CA)

U.S Marine Recruit Training (San Diego, CA)

Eastside High School (Lancaster, CA)

Bernardo Ibarra

West Hills, CA 91304

(818) 620-0002

Berns2100@gmail.com

QUALIFICATIONS

- Guard Card/ Firearms Permit
- AB-2880 Compliant
- Baton Permit
- CPR/First Aid/ AED
- MACE/Pepper Spray/Stun Gun
- United States Marine Corps
- Four years' experience with Law enforcement including explorers and alcohol beverage control operations since age 16
- Weapons of Mass Destruction/Terrorism Awareness/Evacuation Procedures
- Public Relations/Observation & Documentation/ Trespass/Handling difficult People/Crowd Control/Work Place Violence

PROFESSIONAL EXPERIENCE

Hamilton Private Security
Armed Security Officer

July 2016 to Present

- Keep personnel and property secure within the facilities by means of vehicle/foot patrol
- Operate entrance and exit points to control proper access to facilities
- Write daily activity/ incident reports as necessary

United States Marine Corps Reserves

Feb. 2015 to present

- 3 months in boot camp at MCRD San Diego which taught the points of patience and discipline as well as combat fundamentals.
- 1 month Marine combat training at Camp Pendleton San Diego.
- 3 months of field radio communications instruction at marine Corps Air Ground Combat Center 29 Palms.
- Currently stationed with 3D Air Naval Gunfire Liaison Company

LAPD VICE Alcohol Beverage Control Operations Jan. 2012-Dec. 2014

- Worked in minor undercover operations to ensure citizens and businesses followed laws placed to prevent alcohol sales to minors.
- Made dozens of successful cases against people and businesses who broke laws on alcohol sales to minors.
- Worked with multiple police divisions and A.B.C. (alcohol beverage control) agents.

EDUCATION

EdNet Career Institute, Security Officer Training 96 hr. curriculum

Rock Valley Junior College, Certified Training/Rehab Training (Rockford, IL.)

Army Recruit Training (Fort Knox, KY)

Clarence C. Williams

(562) 212-6623

Email: clarence_c_williams@yahoo.com

CREDENTIALS/CERTIFICATIONS

- Guard Card # 18200056
 - AB-2880 Compliant
 - Firearms Permit
 - Baton Permit
 - CPR/First Aid/ AED
 - MACE/Pepper Spray
 - Sexual Harassment Prevention Training
 - Weapons of Mass Destruction/Terrorism Awareness/Evacuation Procedures
 - Public Relations/Observation & Documentation/ Trespass/Handling difficult People/Crowd Control/Work Place Violence
-

WORK EXPERIENCE

Universal Protection Services

Security Shift Supervisor

Worked with Security Director and other Supervisors to maintain day to day operations

- Trained new security guards
- Completed reports and evaluated DARs from co-workers
- Observe and Report any suspicious activity
- Maintain and secured the outside/inside of the premises

Fairmont Newport Beach Hotel

Director of Security/Loss Prevention

- Provided overall hotel security throughout hotel
- Developed goals and strategies for security improvements
- Composed emergency procedures manual for hotel situations including fire, earthquakes, etc. ensure that appropriate changes were made to resolve customer's problems.

Hilton Los Angeles/North Glendale Meeting Center

Director of Security and Guests Relations

- Maintained loss prevention profiles and records
 - Improved security measures and safety standards for meeting center
 - CPR Instructor for hotel management
-

United States Marine Corps

EdNet Career Institute, Security Officer Training (Topanga, CA.)

Los Angeles Southwest College, AA in progress (Inglewood, CA)

Hillcrest High School, General Education (Inglewood, CA)

References Available Upon Request

Sandra L. Hamilton
Los Angeles, CA 91303
sandra@hamiltonprivatesecurity.com
(818) 702-8050

PROFESSIONAL EXPERIENCE:

Hamilton Private Security, Canoga Park, CA
Owner and President

September 2011 - Present

- Direct overall operations of a private security company approved by the State of California as a Private Patrol Operator agency. Hamilton Private Security provides armed and unarmed security officers for numerous organizations both public and private.
- Direct day-to-day operations to ensure we live up to our standards in training our security guards with updated training curriculum and to qualify them with firearms permits and other training to meet the needs of today's challenging and fast-growing industry.
- Each officer is certified under California law and is skilled in public relations, communications, customer service and conflict resolution in addition to being in compliant with AB2880 which is the Assembly Bill governing the security field.
- Oversee management of security services contracts with government agencies and/or private industry corporations requiring armed and unarmed services.

EdNet Career Institute, Inc., Canoga Park, CA
Owner and President/CEO

September 1997 - Present

- Provide oversight to a private post-secondary career institution, approved by local, state, and federal agencies to provide security officer training in basic skills education, job training, employment, and other services to individuals interested in careers in the security field.
- Reached over \$2M in revenues within the second year of operation and served over 200 youth, adults, and seniors each year, providing career skills as entrants to the workforce..
- Established nationally authorized testing centers for certification exams administered to individuals seeking professional certifications in various professional disciplines. Manage contracts and provide regular reporting on progress and accomplishments.
- Wrote proposals responding to RFPs and conducted grant writing seminars, developed strategies to increase income for the institution and provided supervisory responsibilities.

Cerritos College, Cerritos, CA**Executive Director**

Five Years' Experience

- Directed overall operations of a \$9 million non-profit 501(c)(3) educational and vocational program leading to job training and career development. Funds from public and private sources were developed to assist individuals to find gainful employment.
- Liaison with five city governments, local community-based organizations, state education agencies, and elected officials in developing effective public/private partnerships that address the needs of education and business.

Coastline Community College, Huntington Beach, CA**Director of Vocational Programs**

Four Years' Experience

- Developed and implemented vocational programs funded from outside grants and funds from state, local and federal agencies to train and place adults into demand occupations.
- Grant writing and contract administration for Coastline College. Reported to the President. Worked with private industry in developing customized training programs.

Bryant College**Assistant to President**

Eight Years' Experience

- Responsible for implementing and directing programs established by the President and Board of Trustees, including fundraising and development.
- Coordinated events for major gift solicitation and direct mail campaigns; developed strategies for donor solicitations; directed capital campaigns and annual fund programs.

EDUCATION:

- M.A. in Management and Human Behavior, California Pacific University
- B.A. in Management (honors), University of Redlands
- Teaching Credential/California Community Colleges (lifetime)

OTHER:

- California Security Guard Card # 1827773
- Member, Governor's Strategic Plan for Adult Education in California
- Elected "Most Outstanding Business Woman in SF Valley"
- Published in *American Vocational Journal*

REFERENCES:

- Both personal and professional references furnished upon request.

Hamilton Private Security will not utilize partners or subcontractors

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1c. IDENTIFY PARTNERS/SUBCONTRACTORS

Principal	Firm Name	Relationship to Proposer	Specialty	Address	Phone
N/A					

1d. ADDITIONAL EMPLOYEES: Provide the job titles and number of employees (other than supervisors identified in 1a) who will be responsible for complying with the Contract requirements.

TITLE	NUMBER	RESPONSIBILITIES
President	1	Sandra Hamilton, President, will provide overall management
Office Administrators	3	Support staff for records, invoicing, scheduling, and contract requirements.
CPA/Accountant	1	Payroll compliance including State and Federal reports; adherence to LWO requirements.

Attach additional pages if necessary

Since Hamilton administers other Los Angeles contracts as well as private sector contracts, we have the ability to use current office employees to assist in managing multiple security contracts with similar aspects.

2. JUSTIFICATION OF PART-TIME WORKERS. If your staffing plan (Form P-5) includes any part-time employees, attach a detailed justification why it was necessary to do so. Failure to use full-time workers will result in disqualification.

Hamilton Private Security currently manages an LA County contract with the Consolidated Fire Protection District under which we must follow LWO conditions as prescribed by the Board of Supervisors; specifically, we must provide full-time positions at the "Living Wage" for Los Angeles County. In our current contract, we employ guards who work at more than one venue in order to result in a full-time equivalent, recognized by Los Angeles County. In other words, Hamilton may schedule a guard at a position with the Department of Beaches and Harbors for fewer than 40 hours, yet, that same guard will work on another Hamilton contract to attain the full-time obligation.

Therefore, Hamilton does not foresee the need to include any part-time employees.

3. ADDITIONAL STAFFING INFORMATION (Attach additional pages if necessary):

In the event that the Department has the need to request additional staffing outside the required staffing, Hamilton has the ability to respond timely. Since Hamilton's parent company (EdNet) is a vocational training institute that trains armed security guards, it makes it seamless for Hamilton to identify qualified officers to cover the supplemental locations.

Hamilton Private Security
See Attached Narrative

Form P-5
Page 4 of 5

4. APPROACH TO CONTRACT REQUIREMENTS:

Please provide a narrative describing your approach to the duties and tasks as outlined in Appendix B, Statement of Work, including, but not limited to:

- How the experience of Proposer's staff is specifically related to the services in Appendix B, Statement of Work, specifically:
 - experience of Proposer's Contract Representative, including their level of experience managing staff and providing armed security services as defined in Section 3.0, RFP and Section 5.3, Appendix B, Statement of Work.
 - experience of Proposer's supervisor(s), including their professional training and specific experience related to supervising guards.
- How Proposer will implement its operational plan and ensure the following is provided:
 - scheduling of staff;
 - how staff will communicate with supervisors while working;
 - how supervisors will ensure guards are at their assigned posts;
 - how posts will be covered during breaks;
 - proposer's efforts to provide an electronic monitoring system to monitor guards while on patrol;
 - how security guard absences will be handled;
 - how replacement guards are assigned when needed; and
 - how contractor will respond to request for additional staffing outside of the required staffing.
- How Proposer will ensure the responsibility of its personnel is in accordance with Section 5.8, Appendix B, Statement of Work;
- How Proposer will ensure its security guards maintain the required licensing and certifications;

4. Approach to Contract Requirements

Narrative Describing the Approach to the Duties and Tasks as Outlined in Appendix B, Statement of Work:

- Hamilton Private Security has selected a Contract Representative (CR) for the upcoming contract. The CR comes with over 10 years of management and armed security experience. He has managed projects within the scope of the current RFP and will act for Hamilton on all matters relating to the Contract. The CR shall be available to the Department CA on a 24-hour basis. He has extensive experience in all facets of armed security and is confident that he can successfully manage this project to include, but not limited to the following:
- Inspections of locations as needed
 - Provide assistance with questions, etc., and approve reports
 - Respond to emergencies
 - Maintain journals and logs as required
 - Contact Department CA with reports of incidents and provide solutions

If the Contractor Representative (CR) or any supervisor is changed for any reason, Hamilton shall request the approval of the Department CA before the replacement is selected.

- Hamilton supervisors generally are promoted from within which ensures that they are fully knowledgeable in Hamilton's policies and procedures as they pertain to managing armed security guards. All supervisors are trained in "Sexual Harassment Prevention" as well as other management skills training, including the in-house curriculum of 96 hours approved by the state BSIS. Supervisors will have authority to act for Hamilton on all matters relating to the daily operations of the Contract. They will communicate effectively in English both verbally and in writing.

Hamilton has implemented an operational plan to ensure the following is provided:

- Scheduling of staff – Hamilton schedules guards two weeks in advance and strives to maintain consistency in scheduling. Guards are notified by email and/or text to confirm shift commitment.
- How will staff communicate with supervisors while working – lines of communication between guards and supervisors will be fully open-ended and will take place via radio or cell phone.
- How will supervisors ensure guards are at their assigned posts – guards will utilize an electronic time card to denote shift start time which will be monitored by supervisors. Supervisors will have the ability through a GPS tracking software to identify the location of guards for the duration of the post assignment.
- How posts will be covered during breaks -- Hamilton will utilize the same policy for breaks as it currently operates with the LA Fire Department, i.e., that guards will sign an "On-Duty Meal

Break Agreement” which will provide compensation for meal breaks as long as the meal is consumed at the post. For bathroom breaks, Hamilton will adhere to the current policy as set by the Department unless otherwise determined.

- Proposer’s provision of electronic monitoring system for on-duty guards – Hamilton utilizes a GPS-Internet based software application which monitors guards while on patrol. The system allows real-time interaction between supervisor and guards, etc.
- How security guard absences will be handled -- Hamilton requires a four-hour notification for absences during which time a substitute will be identified from Hamilton’s list of qualified armed security guards on call.
- How replacement guards are assigned when needed – Hamilton will utilize the same policy for guard replacement that it currently operates with the LA Fire Department, i.e., when it is necessary to change a guard, Hamilton will recruit a replacement guard for approval by the Department CA and then make the transition of guards.
- How contractor will respond to requests for additional staffing outside of required staffing -- Hamilton will utilize the same policy in effect with the Fire Department, i.e., Hamilton will recruit from its qualified in-house armed guards to be assigned for the additional staffing outside of contract staffing. Since Hamilton’s parent company regularly trains armed guards, it makes the selection of qualified guards a simple task.

How Proposer will ensure the responsibility of its personnel and they are in accordance with Section 5.8 of Appendix B, Statement of Work:

Hamilton currently provides mandatory in-house training to all recruits. This training is approved by both the state Bureau of Private, Postsecondary and Vocational Education as well as the Bureau of Security and Investigative Services. The in-house training ensures the following qualifications as stated in the Statement of Work, Section 5.8:

5.8.1 – Guards must pass the CASAS (California Adult Student Assessment Systems) which demonstrates their ability to effectively communicate in English both verbally and in writing.

5.8.2 – To ensure guards are of sound physical and emotional condition necessary to perform required duties, Hamilton requires a written questionnaire that guards must complete. This assessment asks personal and professional questions that pertain to one’s stability and capability to perform his job. Hamilton requires all armed security guards to undergo a physical examination with a qualified medical professional prior to being hired.

5.8.3 – To ensure guards have satisfactorily completed training requirements in accordance with Section 11 of the Statement of Work. – Hamilton currently requires all guards to complete a 96-hour curriculum approved by the BSIS. This curriculum closely relates to the training listed in Section 11 of the Statement of Work and includes the state 40-hour mandated training as required under California Assembly Bill – AB2880. Hamilton provides an additional 56 hours of training in the areas listed in Section 11.

5.8.4 – Hamilton prides itself on a “zero-tolerance” policy in the use of illegal drugs and other contraband. To ensure the zero tolerance is met, Hamilton regularly conducts unannounced drug testing.

5.8.5 -- Hamilton prides itself on a “zero-tolerance” policy in the use of alcohol which on duty and to ensure that no guard is utilizing alcohol, supervisor will specifically monitor for alcohol use while on post.

5.8.6 – Hamilton guards are trained to conduct themselves professionally at all times; they are trained in public relations, crowd control, communications, handling difficult people, etc. which results in their ability to modify their behavior to the situation at hand.

5.8.7 – Hamilton guards currently undergo a background investigation through live-scan in accordance with BSIS regulations. Additionally, guards are vetted through the Los Angeles Fire Department as well as through other State Departments.

5.8.8 – Hamilton recognizes the desire of the Department to have full control of removing inappropriate guards at any given time. This practice is followed at the present time will all Hamilton contracts and is done unequivocally.

5.8.9 – Regarding the provision of an employee list, Hamilton is happy to submit such a list and ensure that it is updated from time to time throughout the term of the contract.

5.8.10 – In compliance with appropriate entrances and exits for each Department building, Hamilton will receive instructions from the CA and will ensure that all guards comply.

How Proposer will ensure its security guards maintain the required licensing and certs:

Hamilton shall maintain a training/employment jacket for each security guard assigned to the Department’s facility. The jacket shall serve as a means of maintaining copies of required certifications, training records with completion dates, and a biography of each guard – at a minimum, the following items shall be included:

- a) Background investigation reports
- b) CPR/FA/AED Certifications
- c) Security Guard card
- d) Firearms Qualification card
- e) Baton permit
- f) Driver’s license
- g) Physical exam results
- h) High school diploma

Hamilton will monitor each guard for expiration dates of all required certifications and, when necessary, will provide re-training, renewals, etc., to ensure that they all certs are valid and current.

Hamilton Private Security

See Attached Narrative

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Page 5 of 5

- How the Proposer will ensure security guards complete scope of work and tasks as outlined in Section 10.0, Appendix B, Statement of Work;
- How will Proposer communicate with employees and schedule to cover urgent requests for unscheduled work, emergencies or special events? What will the average response time to emergency calls be?
- Describe Proposer's experience and ability to provide the following required equipment:
 - electronic guard monitoring system;
 - uniforms;
 - protective equipment;
 - identification;
 - patrol vehicles;
 - two-way communication devices.

5. PROPOSER'S EMPLOYEE TRAINING PROGRAM

Describe the Proposer's employee training program in accordance with the requirements of Section 11.0, Appendix B, Statement of Work, including:

- orientation;
- protective equipment training;
- specific safety training; and
- continuing training for employees.

6. ADDITIONAL OPERATIONAL/WORK PLAN INFORMATION (Attach additional pages if necessary):

N/A

How Proposer will ensure security guards complete scope of work and tasks as outlined in Section 10.0, Statement of Work:

Hamilton will utilize many methods to ensure the completion of tasks by guards; e.g., the Contractor Representative CR, supervisors, Hamilton administrative staff, and the President. The above named individuals will oversee the success of the project as follows:

SCOPE OF WORK AND DUTIES

10.1 Description of Work – The supervisor in charge will be responsible for monitoring guards who shall complete the following duties and tasks:

10.1.1 Service Area 1, Dockweiler:

- Guards shall arrive at the security post no later than 8:00 p.m., in complete uniform;
- Guards shall leave the security post no earlier than 6:00 a.m.;
- Post Orders shall be displayed at the entrance of the security post and carried out
- One security guard shall remain in the security post, maintain contact with the security guard on patrol by way of a two-way radio and perform the functions of a dispatcher by reporting crimes/incidents to the proper authorities
- One security guard shall patrol the facilities by foot or car, as directed and ensure the electronic checkpoints are engaged every 90 minutes;
- Lock the main entrance gate at 10:00 p.m.;
- Guard shall ensure the following parking lots are locked at 8:30 p.m.: Grand Parking Lot, Bluff Parking Lot (except during events at Dockweiler Youth Center, CA to advise Contractor) and 62nd Street Parking Lot.
- Guard shall ensure the following parking lots are unlocked between 5:30 a.m. and 6:00 am, daily: Grand Parking Lot; Bluff Parking Lot and 62nd Street Parking Lot;
- Clear the parking lots of all cars by 10:00 p.m.;
- Admit late-arriving campers to the RV Park after 8:00 p.m., if designated on the camping roster;
- Maintain a log of nightly entries to the RV Park provided by the RV Park manager which shall include:
 - RV patrons name;
 - Space number assigned;
 - Driver and vehicle license numbers; and
 - Brief description of the vehicle.
- Give the log of nightly entries to the RV Park manager for collection of fees
- Allow campers at the RV Park to exit and return at all times upon presentation of a pre-paid space rental ticket and proper I.D.;
- Refuse any camping fees tendered by campers at the RV Park and direct them to pay the park manager during the hours of operation between 8:00 a.m. and 8:00 p.m.; and
- Prohibit parking on the beach-side parking lots between 10:00 p.m. and 6:00 a.m.

10.1.2 Service Area 1.1, Dockweiler RV Park and its Immediate Vicinity

- Arrive at the security post no later than 6:00 p.m., in complete uniform;
- Leave the security post no earlier than 6:00 a.m.;
- Sign in electronically at the Dockweiler Kiosk;
 - Immediately check the RV Park and adjacent facilities and ensure the electronic checkpoints are engaged every 90 minutes.
- Ensure patron vehicle passes are appropriately displayed and valid;
- Ensure all patron vehicles are parked inside the campsite behind the white line. If customer is only dropping off items, give them time to do so;
- Ensure vehicles drive at the posted 5 mph speed limit, and do so safely as to not pose a threat to pedestrians and campsite property;
- Ensure that visitors park in beach parking lot #1. Vehicles with white “Overnight Guests” parking permits may not park inside the campground.
- Enter the restrooms during each patrol to ensure no malicious activity is taking place in the restroom;
- Check the laundry facility for unauthorized access;
- Ensure guests abide by rules of the RV Park;
 - Ensure campers comply with quiet hours of 9 p.m. to 6 a.m.;
 - Ensure there is no rowdiness, loud music, abusive language, drunkenness or possession of illegal drugs taking place;
 - Ensure campers do not occupy adjacent empty sites, i.e., that campers do not set up tables and grills;
 - Enforce that campers are not performing major repairs on vehicles in the RV Park including fluid changes, removing of large vehicle parts or washing/rinsing RV;
- Report all incidents on security notes for office; and
- Check-in with Park staff for updates of any special circumstance or assignments

10.1.3 Service Area 2, Dockweiler Youth Center

- Arrive at the security post no later than 8:00 p.m. in complete uniform;
- Leave the security post no earlier than 6:00 a.m.;
- Ensure the Dockweiler Youth Center and concession stand are monitored every 60 minutes;
- Patrol South of the DYC to the hang-gliding storage container (container itself is not the responsibility of the County) to North of the Dockweiler Youth Center where the RV Park ends via the bike path;
- Sign-in electronically at the Dockweiler RV Park office;
- Check sign-in clipboard for special post orders;
- Ensure that all perimeter doors of the Dockweiler Youth Center and concession stand are closed and locked;
- Ensure all electronic checkpoint locations are engaged;
- Ensure that no one is sleeping in areas around the building;
- Ensure there are no tents on the sand overnight;

- Report any malfunction, broken windows, broken door handles, building or parking lot lights not functioning, etc.;
- Report any hazards, leaking water lines, exposed electrical wires, broken steps, etc.;
- Ensure that no one vandalizes County property; and
- Document any County employee entering the building after closing hours. Verify identification, write down the person's name, title and time of entrance to the facility.

10.1.4 Service Area 3, Marina del Rey

- Arrive at the security post no later than 7:30 p.m. in complete uniform;
- Leave the security post no earlier than 6:30 a.m.; and
- Sign-in electronically at the park office.

a. Via Dolce Yard

- Check the main entry gate to ensure it is secured for the evening;
- Check all exterior facility doors to ensure they are locked. Check windows for any cracks or signs of illegal entry;
- Check storage bins and bay doors to ensure the padlocks are not vandalized
- Walk around facility/compound to ensure no homeless are inside the compound;
- Check equipment (trucks, tractors and landscaping equipment) for damage and ensure equipment is locked;
- Check exterior chain link fence for illegal access into compound (for example: holes or damage to the fence);
- Ensure exterior lights to the facility are on and/or working properly;
- Report all observed or discovered vandalism of County property;
- Report on a daily basis any suspicious activity and/or matters requiring immediate attention; and
- Contact Marina del Rey Sheriff's Station at (310) 482-6000 if there is an imminent threat or activity requiring immediate attention and further investigation.

b. Parcel 45 – Parking Lot

- Ensure that no unauthorized vehicles are parked in the lot.

c. Parcel 77 – Boat Storage Area

- Walk perimeter and interior of storage area;
- Ensure that unauthorized persons are not inside the area;
- Ensure that no tenants are sleeping overnight on their boats or anywhere in the storage area;
- Ensure that main entrance door and both side exit gates are locked and secured at the Fiscal Building; and

- Report vandalism, suspicious activity, and/or matters requiring immediate attention to Contract Administrator.

Service Area 3, Burton Chace Park/Guest Docks

- Arrive at the security post no later than 10:00 p.m. in complete uniform;
- Leave the security post no earlier than 6:00 a.m.;
- Document boaters arriving at the transient docks after 8:00 p.m., including arrival time, CF or documentation number, boat name or brief description of vessel and operator's full name;
- Direct customers to register and pay fees with the Chace Park office between the hours of 8:00 a.m. and 10:00 a.m. of the following day;
- Provide boaters with gate and restroom entry key code;
- Regularly monitor boater restrooms for unauthorized persons and vandalism;
- Ensure no one is in the park between 10:00 p.m. – 6:00 a.m.;
- Monitor four (4) hour dock and notify the Sheriff's Department of any vessels exceeding the allotted time;
- Close parking lot gates at 10:00 p.m. and open at 6:00 a.m.;
- Lock picnic restroom at 10:00 p.m. and open at 6:00 a.m.; and
- Guard equipment left overnight for special events, as directed by the CA.

d. Boathouse/Docks

- Ensure that all Boathouse doors are secure, including entrance gates and doors on all three floors;
- Ensure that no unauthorized vessels are tied up to the Boathouse docks;
- Ensure that anyone found on the docks has proper County employee photo identification or is a volunteer Boy Scout. Ensure that anyone in the facility after hours has proper identification and, should they not have it, document the person's name, title and business reason for being on the premises. All activities must be County approved. Any overnight activity must have prior approval. Notification will come from the County Contract Administrator or Burton Chace Park Supervisor; and
- Enforce Visitor Guest Dock Rules (Exhibit D);

e. Parcel 47 – Restrooms, Docks G2600, 2400, 2200, 2000, 1800, 1600, 1400, 1200, 1000, 800, and 600

- Regularly monitor boater restrooms for unauthorized persons and vandalism; and
- Ensure that no unauthorized vessels are tied to the docks.

f. Boathouse Promenade

- Walk perimeter;

- Ensure that unauthorized persons are not inside area; and
Enforce Burton Chace Park rules.

10.1.5 Area 4, White Point/Royal Palms Beach Parking Lot

- Guard, in mobile patrolled vehicle, shall enforce lot closure (November 6 through March 11, lot closes at 6:30 p.m. and March 12 through November 5, lot closes at 8:30 p.m.);
- Ensure County property is protected from vandalism;
- Ensure patrons are not entering premises after closing;
- Report damage and vandalism of County property to Enforcement Services Unit Supervisor; and
- Log license plate numbers, make and model of vehicles remaining in lot after closing.

10.2 Other Duties

Perform other duties within the scope of the Contract as required by the Director.

How will Proposer communicate with employees and schedule to cover urgent requests for unscheduled work, emergency or special events? What will the average response time to emergency calls be?

Hamilton will utilize the same policy in effect with the Fire Department, i.e., Hamilton will recruit from its qualified in-house armed guards to be assigned for the emergency staffing outside of contract staffing. The emergency staffing will be accomplished within two hours of notification of the need.

Since Hamilton's parent company is a private vocational training school, it regularly trains armed guards. This fact makes the selection and recruitment of qualified armed guards a simple task.

Describe Proposer's experience and ability to provide the following required equipment:

- Electronic Guard Monitoring System – Hamilton will utilize a GPS-Internet-Based guard monitoring system which has the capability of providing real-time tracking of individual guards, location, DARs, incident reports, etc.
- Uniforms shall be procured by Hamilton at its own expense. Hamilton shall ensure that their guards are easily identifiable in uniforms to include name badge, photo identification, and security badge. Uniforms will consist of the following:
 - a) Trousers/skirt/dress pants
 - b) Shirt/blouse
 - c) Belt – solid black

- d) Tie – solid black with tie bar
- e) Socks – solid black
- f) Shoes – solid black, military type
- g) Gold Security Badge with ID Number
- h) Shoulder patches as required by AB1582 on both shoulders
- i) Name tag

➤ Protective Equipment shall be provided by Hamilton and will include the following:

- a) Sam Browne belt with a narrow strap across the chest shall be worn by Hamilton guards. Additionally guards will be provided with a handcuff case, one set of handcuffs and key snap, heavy duty flashlight, a side-handle baton with ring, a leather thumb break or a break-front holster.
- b) Ammunition pouch for two magazines
- c) Revolver manufactured by Colt Ruger or Smith & Wesson with a six-shot, four-inch barrel (blue or stainless steel finish),
- d) A pistol, semi-automatic manufactured by Beretta, Colt, H & K or Smith & Wesson with a minimum of 3 ½ inch barrel (blue or stainless steel finish) 9mm caliber only
- e) Weapons will include ammunition approved by the Department

➤ Identification:

Hamilton armed guards will be identified by employee name badges which includes a photo, employee number and employer name.

➤ Patrol Vehicles:

Hamilton shall provide three patrol vehicles with current DMV registration to perform the scope of work. Patrol vehicles are required at the following locations:

- Service Area 1, Dockweiler (Rover);
- Service Area 3, Marina del Rey; and
- Service Area 4, White Point/Royal Palms.

Hamilton shall identify each vehicle used in the performance of the work with signs or logos that include the company name and telephone number. Vehicles shall be registered to Hamilton.

The size, color, and format of such identifying signs shall be subject to the CA's prior approval, which shall not be unreasonably withheld.

Vehicles used in the performance of the work shall never be driven on either the sandy portion of the beach or the bike path.

Vehicles shall be well maintained, neat and clean at all times.

The patrol vehicles shall be equipped with the following equipment:

- √ Wireless communication equipment satisfactory to the CA;
- √ Spotlight with ½ mile illumination range;
- √ Fully charged fire extinguisher;
- √ Emergency road repair equipment including jack and spare tire;
- √ Traffic Cones;
- √ First aid kit; and
- √ Outside public address capability.

➤ Two-Way Communication Devices:

Hamilton shall provide two (2) hand-held radios or equivalent wireless communication devices satisfactory to the CA with a range of ten miles.

5. Proposer's Employee Training Program:

Hamilton shall furnish, and Hamilton's security guards must successfully complete before commencing patrol duties, a basic training course which provides the following subject matter:

Duties and Functions of Security Guards (3 hours)

- Public Relations;
- Appearance;
- Observe and report;
- Note-taking and reporting;
- Legal powers and limitations;
- Prevention;
- Use of force only when life is being threatened;
- Department's Statement of Work;
- Search and seizure; and
- Arrest powers.

Prevention and Protection (3 hours)

- Patrols;
- Checking for hazards;
- Access control;

- Department's rules and regulations;
- Inspections; and
- Safety.

Enforcement (3 hours)

- Observation and description;
- Preservation of evidence;
- Criminal and civil law;
- Crimes in progress;
- Unruly persons;
- Defensive tactics;
- Procedures for bomb threats; and
- Procedures during fires, explosions, floods and demonstrations.

Special Problems (2 hours)

- Vandalism;
- Arson;
- Burglary;
- Robbery;
- Theft;
- Loitering;
- Drugs and alcohol; and
- Terrorism.

General Emergency Services (2 hours)

- Communications;
- Crowd control;
- Fire control systems and fire prevention;
- First Aid/CPR;
- Safeguarding County property;
- Law enforcement and private security relationships; and
- Responding to alarms.

Hamilton shall schedule an employee "Orientation Session" upon the offer of employment at which time the following training will be provided:

- Protective Equipment Training – New recruits will be introduced to the protective equipment they will utilize in their job assignments.
- Specific Safety Training – New recruits will be informed about OSHA and other safety regulations pertaining to the security industry.
- Continuing Training for Employees – New recruits will be informed about AB2880 and the state requirement for all security guards to receive eight (8) hours of "continuing education units" (CEUs) every year following the first full year of employment.

Hamilton Private Security

Form P-6
Page 1 of 3

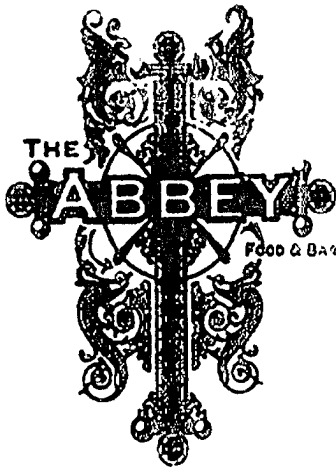
Proposer's Qualifications (BUSINESS AND FINANCIAL SUMMARY)

1. **BACKGROUND/EXPERIENCE.** Provide a summary description of your relevant background information demonstrating the Proposer's ability to meet the requirements stated in the RFP, 3.0 Minimum Mandatory Requirements. See attached Narrative for Background/Experience
2. **EXPERIENCE.** Provide your experience in Armed Security Guard Services. List all experience your firm has had in the past five years providing the requested services. At least five years' experience must be demonstrated. **No more than five references should be submitted.**

Start of Contract	End of Contract	Name of Client	Address of Client	Contact Person	Contact's Ph. No.
July 1, 2016	June 30, 2021	LA County Consolidated Fire Protection District	5801 S. Eastern Avenue #300 Commerce, CA 90040	Carlos Santiago	323-838-2365
May 2015	ongoing	The Abbey Food and Bar	692 N. Robertson Blvd West Hollywood, CA 90069	Todd Barnes	310-855-9977
December 2014	ongoing	The Standard Hotel	8300 Sunset Blvd., W Hollywood CA 90069	Mario Cugini	323 - 650-9090
December 2014	ongoing	Westcom Management	20631 Ventura Blvd., Woodland Hills , CA 91367	Michelle Perez	818-587-9500
February 2012	ongoing	Protective Partners	2625 Townsgate Rd. Thousand Oaks, CA 91361	Daryl Williams	818-535-0155

Attach additional pages if necessary

N/A



February 22, 2017

TO WHOM IT MAY CONCERN:

RE: HAMILTON PRIVATE SECURITY

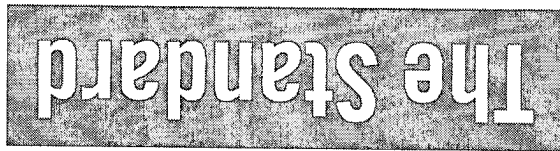
We are happy to provide a letter of recommendation for HAMILTON PRIVATE SECURITY for their exemplary armed and unarmed security services provided to The Abbey in West Hollywood. We have worked with Hamilton Security for nearly three years, and we currently utilize between 25 and 30 armed and unarmed Hamilton guards on a regular basis.

In addition to the security services offered by Hamilton Security, we are able to work with Hamilton in upgrading and training employees in "Active Shooter" training and sexual harassment training since their parent company – EdNet Career Institute – is a private, post-secondary institution of higher education specializing in security and protection services.

We are confident that you will be more than satisfied with the security services and personal attention given by Hamilton Security and their staff. I am happy to discuss their services directly if you wish. Please feel free to contact me at 310-855-9977.

Sincerely,

Todd Barnes
General Manager
The Abbey Food and Bar LLC / The Chapel Weho LLC
692 N Robertson Blvd.
West Hollywood Ca, 90069
email: todd@abbeyusa.com



8300 Sunset Blvd W Hollywood, CA 90069

February 22, 2017

RE: HAMILTON PRIVATE SECURITY

We are happy to provide a letter of reference for HAMILTON PRIVATE SECURITY for their exemplary security services provided to the West Hollywood Standard Hotel. In addition to providing armed and unarmed security officers during times of special celebrity galas, HAMILTON PRIVATE SECURITY will be offering upgrade training to the security officers we maintain as in-house staff.

Specifically, West Hollywood Standard Hotel has been pleased with Hamilton Private Security for many outstanding attributes they hold such as:

- ✓ Quick turnaround time when short notice is necessary
- ✓ Excellent customer service and public relations skills
- ✓ Officers are always prompt and flexible regarding post assignments
- ✓ Officers are efficient in reporting unusual incidents and are available outside work hours

In addition to the above services, Hamilton is able to provide upgrade training approved by the State BSIS since they are affiliated with EdNet Career Institute which is post-secondary institution of higher education specializing in security. Through EdNet, Hamilton Security is able to deliver upgrade training to ensure that all guards are compliant with the state requirements for training.

We are confident that you will be happy with the services and personal attention given by HAMILTON PRIVATE SECURITY and their executive officers. The company is passionate about providing the best security services possible, and it shows in their performance. Please feel free to contact me for further details at 323-650-9090 or email me at mcugini@standardhotels.com

Sincerely,

A handwritten signature in black ink that reads 'Mario Cugini'. The signature is fluid and cursive, with a small flourish at the end.

Mario Cugini
Director of Guest Relations

Reference for Hamilton Private Security

On behalf of Warner West HOA and Westcom Property Services, we are happy to write a letter of recommendation for Hamilton Private Security.

Having been in the HOA management industry for more than ten years, I have had the opportunity to work with many security companies – all the way from the top names in the nation to the mom-and-pop shops. Hamilton Private Security is one that stands out among the rest! Hamilton seems to pride itself on being a personal-touch type of company. The principals definitely go the extra mile to ensure that residents are completely happy with the security services provided, and Board members are up to date on the day-to-day issues.

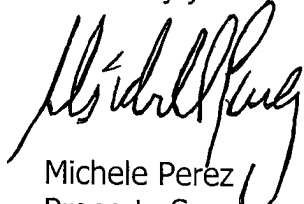
Hamilton regularly performs outside the parameters of the contract, i.e., they exceed contract standards. And they do this at their own expense. Their motto is “whatever it takes” to make everyone content with the security services provided at the property. The Board of Directors routinely sends its commendations to Hamilton for a job well done.

Hamilton Private Security is passionate in performing at the highest level possible. They are responsive, easy to work with, and professional in every regard. Their methods are up-to-date, and they use monitoring systems that are state-of-the-art.

You will be pleasantly satisfied with Hamilton Private Security and you will actually enjoy working with their principals. They know what “teamwork” means and how it is imperative to use teamwork to successfully accomplish your goals.

If you would like to speak with me directly, please call me at 818-587-9500 or email me at michelle@westcommgmt.com.

Sincerely yours,



Michele Perez
Property Supervisor

2/23/17



8221 Sunset Blvd, West Hollywood, CA 90046
Phone: (323)-656-1010 - Fax (323) 655-5311

February 23, 2017

TO WHOM IT MAY CONCERN

RE: **HAMILTON PRIVATE SECURITY**

We are happy to provide a letter of reference for Hamilton Private Security for their role in providing well-trained and knowledgeable armed and unarmed security officers at The Chateau Marmont in West Hollywood.

Specifically, we have worked with Hamilton Security since 2015 as our contract security specialists on many occasions to supplement our in-house security staff. Hamilton's administration provides security officers who are professional, well-trained, and exceedingly well-prepared to handle any situation.

Hamilton has demonstrated the ability to provide particular security personnel who meet the needs of The Chateau Marmont where, at any given evening, you will find notably high-end celebrities and dignitaries who frequent our establishment.

Hamilton's security personnel and management staff consists of a dedicated team of professionals who are a pleasure to work with. The Chateau Marmont would like to extend this referral letter in support of their proposal with Los Angeles Department of Beaches and Harbors. We are certain Hamilton will do an excellent job managing your account and your security needs.

If you need additional information, please feel free to contact me by telephone at 415-548-0879 or by email at tbutler@chateaumarmont.com.

Sincerely,

Tristan Butler

Guest Relations Manager

1. Hamilton Background and Experience:

Narrative Describing the Background and Experience as Outlined in RFP 3.0
Minimum Mandatory Requirements:

Hamilton Private Security is a female-owned Private Patrol Operator #17581 security company in good standing with the State Bureau of Security and Investigative Services.

Hamilton is a subsidiary of EdNet Career Institute, a California Corporation established in 1997 as a vocational school delivering training and education in the Security Industry.

Hamilton Private Security is a unique PPO in that we are affiliated with a private, post-secondary vocational training institution which exclusively trains individuals in security-related curriculum – EdNet Career Institute, wholly-owned by Sandra Hamilton who also founded Hamilton Private Security.

Ms. Sandra Hamilton will provide her business acumen and security experience to the contract as final administrator. As a certified Security Instructor and Guard, Ms. Hamilton knows full well what is expected of a security services contract such as this. She has taken an active role in the current security contract with the Fire Projection District. (see attached resume)

In March of 2007 EdNet in partnership with Protective Partners PPO #14257 began placing armed and unarmed Security Guards in positions and contracts similar to work outlined in this RFP. Specifically, we managed accounts requiring armed security guards at various venues and special events. Later, Hamilton was certified by the State BSIS as a Private Patrol Operator. At the same time Hamilton was certified as a Firearms and Baton Training site. Hamilton and EdNet combine over ten years of experience and qualifications.

Hamilton Private Security has experience with armed and unarmed Security Guards services with various agencies/companies such as:

- Los Angeles Consolidated Fire Protection District
- Homeowner's Associations
- Churches/Synagogue
- Restaurants and Five Star Hotels
- Live Music Concerts
- Theatres and Nightclubs
- Special Celebrity Events
- Construction Sites

Hamilton currently has over 50 guards who have been trained under the rigorous security curriculum approved by the State BSIS. In addition, our guards are trained in Sexual Harassment Prevention courses and the latest “Active Shooter” training which has become the industry’s most notable and necessary preparation for guards.

Hamilton stands out from the other PPO’s in that we offer our guards Basic English Grammar and Writing Skills under a contract we hold with the Los Angeles Sheriff’s Department. In addition, we provide guards with black dress suits, shirts, ties, belts, etc., through a contract with the Federal Government that enhances employability of the workforce. Guards find this clothing useful since they are qualified for other Hamilton venues.

Hamilton’s **Contract Representative (CR)** has over ten years of management expertise in armed security assignments. He has directed projects with similar work responsibilities as described in the current RFP. Our CR will perform exceedingly well as our liaison in all matters relating to the Contract. He has extensive experience in all facets of armed security and is confident that he can successfully manage this project. The CR shall be available to the Department Contract Administrator on a 24-hour basis. (see attached resume)

2. Hamilton List of References – see chart on P-6 (page 1 of 3)

3. Hamilton Financial Capability

Hamilton has attached two years of “Audited Financial Reports” for 2014 and 2015.

Hamilton Private Security

Form P-6
Page 2 of 3

3. Location of office of operation 7301 Topanga Canyon Blvd., #350 Canoga Park, CA 91303

4. How many full-time employees does your firm employ? 57

5. Licenses: Please list and attach a copy of Proposer's Private Patrol Operator License: See attached PPO

Licensee Name	License Number	License Status	Exp. Date
<u>Hamilton Private Security</u>	<u>17581</u>	<u>Active</u>	<u>September 30, 2017</u>

6. Attach an organizational chart or describe the organization of your firm: See attached Org Chart

7. Evidence of Insurability. Attach a letter of commitment, binder or certificate of current insurance coverage meeting the limits and other requirements of Section 8.25 of the Sample Contract. See Certificates of General Liability and Workers' Comp

8. ADDITIONAL INFORMATION (Attach additional pages if necessary):

Signature: _____ Date: February 28, 2017

Title: President



Bureau of Security and Investigative Services
P.O. BOX 989002
West Sacramento, CA 95798-9002
(916) 322-4000

PRIVATE PATROL OPERATOR

LICENSE NO. PPO 17581
RECEIPT NO. 60000000

VALID UNTIL SEPTEMBER 30, 2017

HAMILTON PRIVATE SECURITY
7301 TOPANGA CANYON BLVD #350
CANOGA PARK CA 91303

In accordance with the provisions of
Division 3, Chapter 11.5 of the Business
and Professions Code, the company
named hereon is issued a Private Patrol
Operator License Renewal.

----- NON-TRANSFERABLE --- POST IN PUBLIC VIEW -----

WPIPP0 02/29/08

The above is licensed as a Sole Ownership with the State Bureau of Security and Investigative Services.

DARLE J. WILLIAMS
SANDRA HAMILTON

QUALIFIED MANAGER
OWNER

PLACE RENEWAL HERE

This Original License must be kept for the life of the license and posted in Public View.

The above named is a licensed Private Patrol Operator in the State of California, subject to the filing for renewal and the payment of the statutory fee by the expiration date.

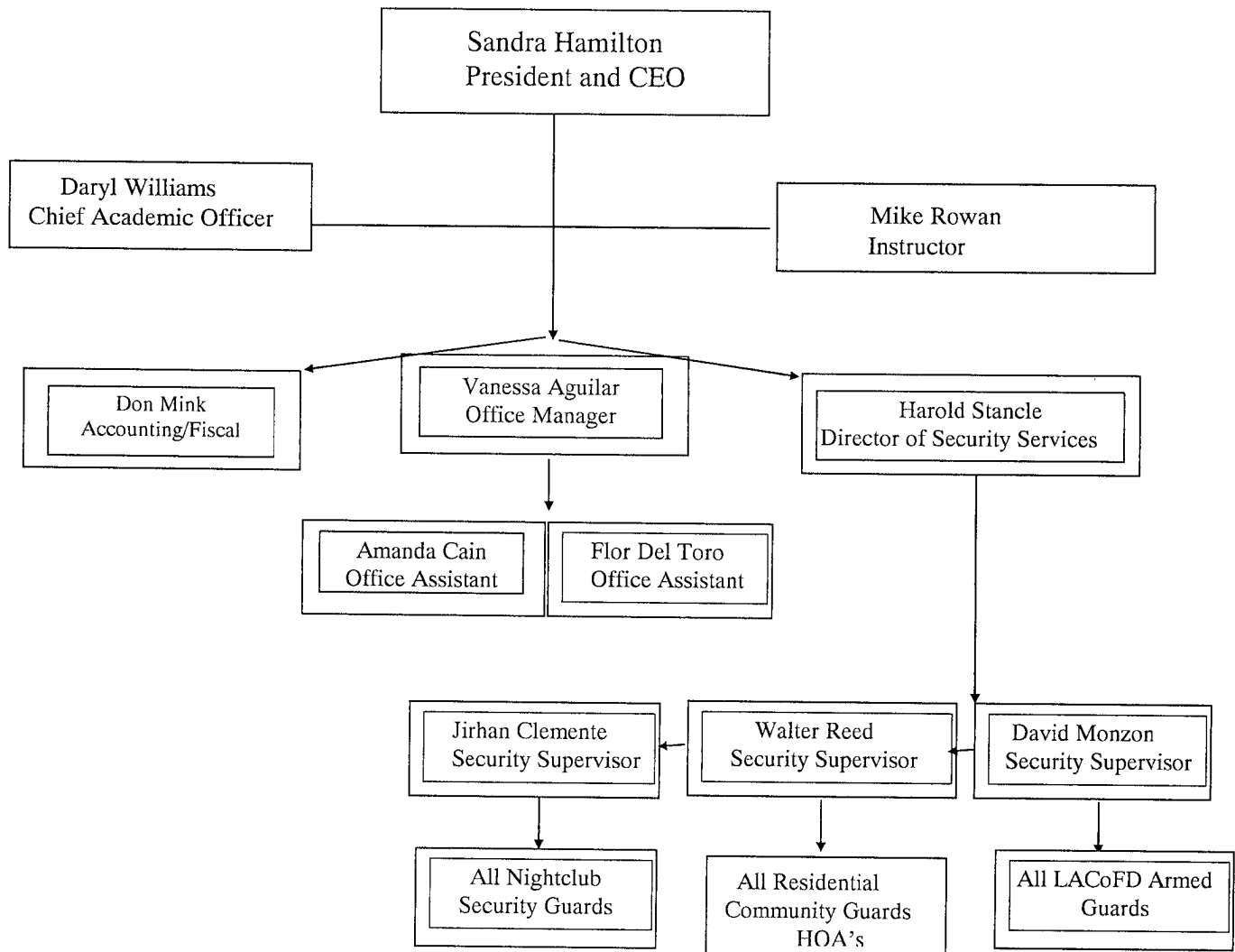
This license is issued pursuant to, and continues in effect subject to compliance with, the provisions of Chapter 11.5 of Division 3 of the Business and Professions Code of the State of California, and the Rules and Regulations established thereunder, and the above named licensee is duly authorized under said Chapter.

DEPARTMENT OF CONSUMER AFFAIRS
BUREAU OF SECURITY AND INVESTIGATIVE SERVICES
P.O. BOX 989002
WEST SACRAMENTO, CA 95798-9002
(916) 322-4000

----- POST IN PUBLIC VIEW -----

Hamilton Private Security

Organizational Chart





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/30/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER InsuranceTek, Inc. CA #0E32789 PO Box 70 Snohomish WA 98291-0070		CONTACT NAME: Vicki Boser PHONE (A/C No. Ext): (888) 505-1555 FAX (A/C No.): (800) 521-1528 E-MAIL ADDRESS: Vicki.Boser@insurance-tek.com	
INSURED Hamilton Private Security 7301 Topanga Canyon Blvd #350 Canoga Park CA 91303		INSURER(S) AFFORDING COVERAGE INSURER A: Scottsdale Insurance Co INSURER B: Kinsale Insurance Company INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES

CERTIFICATE NUMBER: CL1662357257

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY						
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	X		GL-132625198	07/01/2016	07/01/2017	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	<input checked="" type="checkbox"/> PROFESSIONAL E&O						MED EXP (Any one person) \$ 5,000
	<input checked="" type="checkbox"/> ASSAULT & BATTERY INCL						PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 2,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG \$ 2,000,000
	<input type="checkbox"/> AUTOMOBILE LIABILITY						PROFESSIONAL E&O \$ 1,000,000
	<input type="checkbox"/> ANY AUTO						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per person) \$
	<input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS					BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB	<input checked="" type="checkbox"/> OCCUR					EACH OCCURRENCE \$ 5,000,000
	<input type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE		XS-1326525198	07/01/2016	07/01/2017	AGGREGATE \$ 5,000,000
	<input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATUTORY LIMITS <input type="checkbox"/> OTHER <input type="checkbox"/>
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N	N/A				E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
The certificate holder is added as additional insured. Coverage extends to restaurants, bars and nightclubs security. General Liability Assault and Battery is included. GLS172S attached.

CERTIFICATE HOLDER**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Vicki Boser/VICKI

Vicki L Boser

ACORD 25 (2010/05)

INS025 (201005) 01

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The ACORD name and logo are registered marks of ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
09/01/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Professional Choice Insurance Svs 2151 Michelson Drive Suite 250 Irvine CA 92612- INSURED EdNet Career Institute, Inc DBA: Hamilton Private Security 5900 Topanga Canyon Blvd #350 Canoga Park CA 91303-	CONTACT NAME: PHONE (A/C, No, Ext): (714) 467-8726 FAX (A/C, No): (714) 467-8731 E-MAIL ADDRESS: Danielle@pci5.com <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td>INSURER A:</td> <td></td> </tr> <tr> <td>INSURER B: State Compensation Ins. Fund</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A:		INSURER B: State Compensation Ins. Fund		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #														
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INSURER D:															
INSURER E:															
INSURER F:															

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY				/ /	/ /	EACH OCCURRENCE \$
	COMMERCIAL GENERAL LIABILITY				/ /	/ /	DAMAGE TO RENTED PREMISES (Ea occurrence) \$
	CLAIMS-MADE <input type="checkbox"/> OCCUR <input type="checkbox"/>				/ /	/ /	MED EXP (Any one person) \$
					/ /	/ /	PERSONAL & ADV INJURY \$
	GEN'L AGGREGATE LIMIT APPLIES PER:				/ /	/ /	GENERAL AGGREGATE \$
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				/ /	/ /	PRODUCTS - COMP/OP AGG \$
					/ /	/ /	NOWND \$
	AUTOMOBILE LIABILITY				/ /	/ /	COMBINED SINGLE LIMIT (Ea accident) \$
	ANY AUTO				/ /	/ /	BODILY INJURY (Per person) \$
	ALL OWNED AUTOS				/ /	/ /	BODILY INJURY (Per accident) \$
	HIRED AUTOS				/ /	/ /	PROPERTY DAMAGE (Per accident) \$
					/ /	/ /	\$
	UMBRELLA LIAB				/ /	/ /	EACH OCCURRENCE \$
	EXCESS LIAB				/ /	/ /	AGGREGATE \$
	DED <input type="checkbox"/> RETENTION \$				/ /	/ /	\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			9156503-16	04/01/2016	04/01/2017	WC STATU-TORY LIMITS
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y	N/A		/ /	/ /	E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below				/ /	/ /	E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
					/ /	/ /	E.L. DISEASE - POLICY LIMIT \$ 1,000,000
					/ /	/ /	
					/ /	/ /	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Waiver of Subrogation in favor of:

Westlake Golf Course, LLC Its Owners, Officers, Directors, Agents, Employees, Divisions, Subsidiaries, Partners and Shareholders as Additional Insuredes.

Endorsement to follow.

CERTIFICATE HOLDER

CANCELLATION

() - () -	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
-------------	---

ACORD 25 (2010/05)

INS025 (201005) 01

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Hamilton Private Security

EMPLOYEE BENEFITS

Form P-6
Page 3 of 3

Medical Insurance/Health Plan:

Employer Pays \$ N/A Employee Pays \$ _____ Total Mo. Premium \$ _____

Annual Deductible
Employee \$ _____ Family \$ _____

Coverage (✓)

_____ Hospital Care (In Patient _____ Out Patient _____)
_____ X-Ray and Laboratory
_____ Surgery
_____ Office Visits
_____ Pharmacy
_____ Maternity
_____ Mental Health/Chemical Dependency, In Patient
_____ Mental Health/Chemical Dependency, Out Patient

Dental Insurance:

Employer Pays \$ N/A Employee Pays \$ _____ Total Mo. Premium \$ _____

Life Insurance:

Employer Pays \$ N/A Employee Pays \$ _____ Total Mo. Premium \$ _____

Vacation:

Number of Days 5 and any increase after 1 Year years of employment, number of days or hours 5 days

Sick Leave:

Number of Days 3 and any increase after 1 Year years of employment, number of days or hours 3 days

Holidays:

Number of Days 12 per year (see attached calendar of holidays)

Retirement:

Employer Pays \$ N/A Employee Pays \$ _____ Total Premium \$ _____

COUNTY OF LOS ANGELES

2017

JANUARY						
S	M	T	W	T	F	S
1	H	3	4	5	6	7
8	9	10	11	12	13	14
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29	30	31				

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OCTOBER						
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DECEMBER						
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31						

HOLIDAYS

New Year's Day.....Monday, January 2, 2017
 Martin Luther King Jr.'s Birthday.....Monday, January 16, 2017
 President's Day.....Monday, February 20, 2017
 Cesar Chavez's Birthday.....Monday, March 27, 2017
 Memorial Day.....Monday, May 29, 2017
 Independence Day.....Tuesday, July 4, 2017

Labor Day.....Monday, September 4, 2017
 Columbus Day.....Monday, October 9, 2017
 Veterans Day.....Friday, November 10, 2017
 Thanksgiving Day.....Thursday, November 23, 2017
 Day after Thanksgiving.....Friday, November 24, 2017
 Christmas Day.....Monday, December 25, 2017

Hamilton Private Security

Form P-7

QUALITY CONTROL PLAN

Proposer shall establish and utilize a comprehensive Quality Control plan to assure a consistently high level of service throughout the term of the Contract. The plan shall include, but not be limited to, the following: See Attached Quality Control Plan Matrix

1. Describe the monitoring methods to ensure compliance with the Contract work requirements. (See Attached Matrix)
 - A plan for reviewing the work of Proposer and Proposer's employees and ensuring its accuracy and compliance with professional standards; (See Attached Matrix)
 - A plan for ensuring that interim deadlines, if any, and delivery dates are met; and (See Attached Matrix)
 - The methods for identifying and preventing unsatisfactory performance of the Contract work. (See Attached Matrix)
2. Describe the frequency of monitoring conducted. Who will perform the monitoring?
(See Attached Matrix)
3. Describe the steps taken to correct deficiencies reported by the Department. (See attached Performance Requirements Summary -- PRS)
4. Describe your response time to complaints received from the Department. Hamilton will respond immediately to any complaints from the Department. Resolution will be developed within 48 hrs.
5. Describe your documentation methods of all monitoring results, including any corrective action taken. See Attached Matrix
6. Provide samples of forms to be used in monitoring. (See Attached DAR)
7. If available, please attach your firm's written quality control plan.

QUALITY CONTROL PLAN MATRIX

Tasks, Activities, or Individuals to be Monitored	Method of Monitoring	Frequency	Samples of Forms Used	Title of Personnel Monitoring	Documentation Methods of Monitoring Results
1.Contract Rep (CR) Duties	Written Reports	Weekly	Template	President	Evaluate & Educate
2. Personnel and Emergency Staff – Background Checks	Executive Staff Meetings	Weekly	Staff Reports	President	Action Items Report
3. Background Clearance	Third Party Investigation	Semi-annually	n/a	President	Action Items Report
4. Uniforms/Identification Badges	Observation	Random	n/a	Contract Representative	Wk. Reports by CR
5. Materials and Equipment	Observation and D.A.R.	Daily	Template	Contract Representative	Wk. Reports by CR
6. Employee Training	Observation and Examination	Monthly	Employee Jacket	Contract Representative	Action Items Reports
7. Annual Physical Exams	Observation and Examination	Annual	Employee Jacket	CR and Admin Assist	Action Item Reports
8. Contractor's Office	Observation	Daily	n/a	President	Action Item Reports
a) Deadlines are met	Observation & Documentation	Weekly	n/a	President	Action Items Reports
9. Officer Tasks:					
a) Sign In/Out Daily	Electronically	Daily	Internet Application	Contract Representative	Wk Report by CR
b) Uniform/Hygiene	Observation	Random	n/a	Contract Representative	Evaluate & Educate
c) Post Assignment	D.A.R.s	Daily	Template	Contract Representative	Evaluate & Educate
d) Lock/Unlock Gates	D.A.R.s	Daily	Template	Contract Representative	Evaluate & Educate
e) Turn On/Off Lights	D.A.R.s	Daily	Template	Contract Representative	Evaluate & Educate

10. Officer Tasks-Security					
a) Facility Patrols	D.A.R.	Daily	Template	Contract Representative	Evaluate & Educate
b) English Proficiency	Observation	Random	n/a	Contract Representative	Evaluate & Educate
c) Monitor Equipment	D.A.R.	Daily	Template	Contract Representative	Evaluate & Educate
d) Control Access of Visitors	D.A.R.	Daily	Template	Contract Representative	Evaluate & Educate
e) Report Bomb Threats and Assist in Searches	D.A.R.	Daily	Template	Contract Representative	Evaluate & Educate
f) Report Safety Hazards	D.A.R.	Daily	Template	Contract Representative	Evaluate & Educate
g) Respond to Alarms and Take Action	D.A.R.	Daily	Template	Contract Representative	Evaluate & Educate
h) Detain Suspects	D.A.R.	Daily	Template	Contract Representative	Evaluate & Educate
i) Maintain Order and use Good Judgment	D.A.R.	Daily	Template	Contract Representative	Evaluate & Educate
11. Officer Tasks-Reporting and General Knowledge					
a) Make Incident Reports	D.A.R.	Daily	Template	Contract Representative	Evaluate & Educate
b) Knowledge of Security Procedures, etc.	D.A.R.	Daily	Template	Contract Representative	Evaluate & Educate
c) Radio Codes	Examination	Random	Quiz	Contract Representative	Evaluate & Educate
d) Know Local Agencies	Examination	Random	Quiz	Contract Representative	Evaluate & Educate
e) Know Weapon Safety	Examination	Random	Quiz	Contract Representative	Evaluate & Educate
f) Security Guard Certification Verification	Observation	Each Quarter	Employee Jacket	Contract Representative	Evaluate & Educate

The required services as described in the Statement of Work – Performance Requirements Summary (PRS) are addressed in the following matrix:

SPECIFIC PERFORMANCE REFERENCE	SERVICE	MONITORING METHOD	AGREEMENT STATEMENT
SAMPLE CONTRACT: SUB-PARAGRAPH 5.8 – <i>INVOICES & PAYMENTS</i>	Hamilton shall submit invoices by the 15 th of each month	Review of Invoices	Hamilton will ensure compliance
SAMPLE CONTRACT: PARAGRAPH 8.8. – <i>COMPLIANCE W/COUNTY'S JURY SERVICE PROGRAM</i>	Hamilton shall have and adhere to a written policy meeting the County's Jury Service Program requirements	Review of Records	Hamilton will ensure compliance
SAMPLE CONTRACT: PARAGRAPH 8.25 – <i>INSURANCE COVERAGE</i>	Hamilton shall maintain required liability amounts and coverages	Review of Insurance Certificates	Hamilton will ensure compliance
SAMPLE CONTRACT: PARAGRAPH 8.28 – <i>NONDISCRIMINATION AND AFFIRMATIVE ACTION</i>	Hamilton shall certify to, and comply with Form P-8, Hamilton's EEO Certification	Inspection of Files	Hamilton will ensure compliance
SAMPLE CONTRACT: PARAGRAPH 8.38 – <i>RECORD RETENTION & INSPECTION/AUDIT SETTLEMENT</i>	Hamilton shall maintain all required records as specified	Inspection of Files	Hamilton will ensure compliance
SAMPLE CONTRACT: PARAGRAPH 8.40 – <i>SUBCONTRACTING</i>	Hamilton shall obtain County's written approval prior to subcontracting any work	Observation	Hamilton will ensure compliance
SAMPLE CONTRACT: PARAGRAPH 9.1 – <i>COMPLIANCE WITH LIVING WAGE PROGRAM</i>	Hamilton shall comply and adhere to all requirements of the Living Wage Program	Review of Records	Hamilton will ensure compliance
STATEMENT OF WORK: PARAGRAPH 3.0 – <i>HAMILTON'S QUALITY CONTROL PLAN</i>	Hamilton shall comply with its quality control plan	Observation	Hamilton will ensure compliance
STATEMENT OF WORK: SUB-PARAGRAPH 4.1 – <i>QUALITY ASSURANCE PLAN</i>	Hamilton shall respond to an issued Contract Discrepancy Report (CDR) within three workdays	Observation & Documentation	Hamilton will ensure compliance
STATEMENT OF WORK: SUB-PARAGRAPH 4.1 – <i>QUALITY ASSURANCE PLAN</i>	Hamilton shall submit a plan for correction to an issued CDR within five workdays	Observation & Documentation	Hamilton will ensure compliance
STATEMENT OF WORK: SUB-PARAGRAPH 5.2.1. – <i>RESPONSIBILITIES - HAMILTON</i>	Hamilton shall designate a full-time employee as the Hamilton's Representative	Observation	Hamilton will ensure compliance

The required services as described in the Statement of Work – Performance Requirements Summary (PRS) are addressed in the following matrix:

SPECIFIC PERFORMANCE REFERENCE	SERVICE	MONITORING METHOD	AGREEMENT STATEMENT
STATEMENT OF WORK: SUB-PARAGRAPH 5.2.2 – <i>RESPONSIBILITIES - HAMILTON</i>	Hamilton shall ensure all posts are filled according to Hamilton's submitted staffing plan	Observation	Hamilton will ensure compliance
STATEMENT OF WORK: SUB-PARAGRAPH 5.3.2. – <i>RESPONSIBILITIES – HAMILTON'S REPRESENTATIVE</i>	Hamilton's Representative shall be available to the County Contract Administrator by reasonable telephone notice each business day	Observation	Hamilton will ensure compliance
STATEMENT OF WORK: SUB-PARAGRAPH 5.4 – <i>RESPONSIBILITIES</i>	Hamilton shall provide a supervisor during the performance of the Contract	Observation	Hamilton will ensure compliance
STATEMENT OF WORK: SUB-PARAGRAPH 5.7 – <i>RESPONSIBILITIES</i>	Hamilton shall provide its employees annual notification of Living Wage Program	Inspection of Files	Hamilton will ensure compliance
STATEMENT OF WORK: SUB-PARAGRAPH 5.8 – <i>RESPONSIBILITIES</i>	Hamilton's employees shall comply with all responsibilities in Section 5.8 of the Statement of Work	Observation	Hamilton will ensure compliance
STATEMENT OF WORK: SUB-PARAGRAPH 5.9.1 – <i>RESPONSIBILITIES</i>	Hamilton shall maintain all required licenses during the Contract term	Review of Records	Hamilton will ensure compliance
STATEMENT OF WORK: SUB-PARAGRAPH 5.9.2 – <i>RESPONSIBILITIES</i>	Hamilton shall ensure that security guards maintain all required training and certification during the Contract term	Review of Records	Hamilton will ensure compliance
STATEMENT OF WORK: SUB-PARAGRAPH 5.10.1 – <i>RESPONSIBILITIES</i>	Hamilton shall provide to Department completion of training, licenses and certifications of security guards prior to performing Contract work	Review of Records	Hamilton will ensure compliance
STATEMENT OF WORK: SUB-PARAGRAPH 5.10.2 – <i>RESPONSIBILITIES</i>	Hamilton shall maintain records of employees assigned to perform contract work	Review of Records	Hamilton will ensure compliance
STATEMENT OF WORK: PARAGRAPH 6.0 – <i>FACILITIES AND EQUIPMENT FURNISHED BY COUNTY</i>	Hamilton shall be responsible for repairs or replacement of lost, stolen or damaged County equipment	Observation	Hamilton will ensure compliance
STATEMENT OF WORK: SUB-PARAGRAPH 7.2 – <i>EQUIPMENT FURNISHED BY HAMILTON</i>	Hamilton shall provide an electronic monitoring system and appropriate equipment	Observation	Hamilton will ensure compliance

The required services as described in the Statement of Work – Performance Requirements Summary (PRS) are addressed in the following matrix:

SPECIFIC PERFORMANCE REFERENCE	SERVICE	MONITORING METHOD	AGREEMENT STATEMENT
STATEMENT OF WORK: SUB-PARAGRAPH 7.3 – <i>EQUIPMENT FURNISHED BY HAMILTON</i>	Hamilton shall furnish all security guards' work uniforms which shall be neat, clean and worn while performing the Contract work	Observation	Hamilton will ensure compliance
STATEMENT OF WORK: SUB-PARAGRAPH 7.4 – <i>EQUIPMENT FURNISHED BY HAMILTON</i>	Security guards shall be equipped with all required equipment listed in Section 7.4	Observation	Hamilton will ensure compliance
STATEMENT OF WORK: SUB-PARAGRAPH 7.5 – <i>EQUIPMENT FURNISHED BY HAMILTON</i>	Security guards shall wear visible photo identification at all times while performing Contract work	Observation	Hamilton will ensure compliance
STATEMENT OF WORK: SUB-PARAGRAPH 7.6 – <i>EQUIPMENT FURNISHED BY HAMILTON</i>	Hamilton shall provide three patrol vehicles with current DMV registration	Observation	Hamilton will ensure compliance
STATEMENT OF WORK: SUB-PARAGRAPH 7.7 – <i>EQUIPMENT FURNISHED BY HAMILTON</i>	Hamilton shall provide two (2) two-way communication devices	Observation	Hamilton will ensure compliance
STATEMENT OF WORK: PARAGRAPH 8.0 – <i>SERVICE AREAS</i>	Hamilton shall ensure all service areas identified are patrolled	Observation & Documentation	Hamilton will ensure compliance
STATEMENT OF WORK: SUB-PARAGRAPH 9.1. – <i>SECURITY GUARD HOURS AND TASKS</i>	Security guards shall be staffed at designated posts and times	Observation	Hamilton will ensure compliance
STATEMENT OF WORK: SUB-PARAGRAPH 9.2 – <i>SECURITY GUARD HOURS AND TASKS</i>	Security guards shall comply with all tasks in Section 9.2	Observation	Hamilton will ensure compliance
STATEMENT OF WORK: SUB-PARAGRAPH 10.0. – <i>SCOPE OF WORK & DUTIES</i>	Hamilton shall ensure security guards perform all duties as described for all areas listed	Observation & Documentation	Hamilton will ensure compliance
STATEMENT OF WORK: PARAGRAPH 11.0 – <i>HAMILTON TRAINING REQUIREMENTS</i>	Hamilton shall ensure security guards successfully complete a basic training course prior to commencing patrol duties	Observation	Hamilton will ensure compliance

The required services as described in the Statement of Work – Performance Requirements Summary (PRS) are addressed in the following matrix:

SPECIFIC PERFORMANCE REFERENCE	SERVICE	MONITORING METHOD	AGREEMENT STATEMENT
STATEMENT OF WORK: PARAGRAPH 12.0 – <i>UNSCHEDULED WORK</i>	Hamilton shall provide armed security guard services for special events and emergencies as requested by Director	Observation	Hamilton will ensure compliance
STATEMENT OF WORK: SUB-PARAGRAPH 13.1 – LOGS AND REPORTS	Security guards shall electronically sign in and out at the beginning and end of each shift	Review of Records	Hamilton will ensure compliance
STATEMENT OF WORK: SUB-PARAGRAPH 13.3 – LOGS AND REPORTS	Hamilton shall maintain a daily patrol log to be completed by the end of each shift	Review of Records	Hamilton will ensure compliance
STATEMENT OF WORK: SUB-PARAGRAPH 13.4 – LOGS AND REPORTS	Hamilton shall prepare written incident reports as necessary by the end of the shift in which an incident is first observed	Review of Records	Hamilton will ensure compliance
STATEMENT OF WORK: SUB-PARAGRAPH 13.7 – LOGS AND REPORTS	Hamilton shall maintain a log of all complaints received with a copy of the complaint and resolution forwarded to the CA within five (5) working days of receipt of the complaint	Review of Records	Hamilton will ensure compliance
STATEMENT OF WORK: PARAGRAPH 13.8 – <i>LOGS AND REPORTS</i>	Hamilton shall submit to the CA by the fifth day of each month a monthly incident summary	Review of Records	Hamilton will ensure compliance
STATEMENT OF WORK: PARAGRAPH 13.10 – LOGS AND REPORTS	Hamilton shall provide all required Living Wage reports on a monthly basis	Review of Records	Hamilton will ensure compliance

P-7 Quality Control Plan

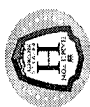
Hamilton Private Security utilizes the Quality Control Plan Matrix model to provide quality assurance throughout the terms of projects, contracts, and other events that require specific procedures.

For the most part, the project manager or contract representative will coordinate the process of monitoring activities prescribed by the terms of the contract.

We prefer the matrix model for monitoring all projects at Hamilton since it facilitates the management of activities performed by employees, guards, etc.

See Hamilton Quality Control Matrix

Hamilton Private Security



Daily Activity Report

[illegible]

PROPOSER'S EEO CERTIFICATION

Hamilton Private Security
 Company Name

7301 Topanga Canyon Blvd., #350 Canoga Park, CA 91303
 Address

91-1865451
 Internal Revenue Service Employer Identification Number

GENERAL

In accordance with provisions of the County Code of the County of Los Angeles, the Proposer certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

CERTIFICATION	YES	NO
1. Proposer has a written policy statement prohibiting discrimination in all phases of employment.	(✓)	()
2. Proposer periodically conducts a self-analysis or utilization analysis of its work force.	(✓)	()
3. Proposer has a system for determining if its employment practices are discriminatory against protected groups.	(✓)	()
4. When problem areas are identified in employment practices, Proposer has a system for taking reasonable corrective action to include establishment of goals and/or timetables.	(✓)	()

Sandra Hamilton
 Signature

February 28, 2017
 Date

Sandra Hamilton, President
 Name and Title of Signer (Please Print)

COUNTY OF LOS ANGELES CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM CERTIFICATION FORM AND APPLICATION FOR EXCEPTION

The County's solicitation for this Request for Proposals is subject to the County of Los Angeles Contractor Employee Jury Service Program (Program), Los Angeles County Code, Chapter 2.203. All proposers, whether a contractor or subcontractor, must complete this form to either certify compliance or request an exception from the Program requirements. Upon review of the submitted form, the County department will determine, in its sole discretion, whether the proposer is excepted from the Program.

Company Name: Hamilton Private Security		
Company Address: 7301 Topanga Canyon Blvd., #350		
City: Canoga Park	State: CA	Zip Code: 91303
Telephone Number: 818-702-8050		
Solicitation For <u>Armed Security</u> Services:		

If you believe the Jury Service Program does not apply to your business, check the appropriate box in Part I (attach documentation to support your claim); or, complete Part II to certify compliance with the Program. Whether you complete Part I or Part II, please sign and date this form below.

Part I: Jury Service Program is Not Applicable to My Business

- ☐ My business does not meet the definition of "contractor," as defined in the Program, as it has not received an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts (this exception is not available if the contract itself will exceed \$50,000). I understand that the exception will be lost and I must comply with the Program if my revenues from the County exceed an aggregate sum of \$50,000 in any 12-month period.
- ☐ My business is a small business as defined in the Program. It 1) has ten or fewer employees; and, 2) has annual gross revenues in the preceding twelve months which, if added to the annual amount of this contract, are \$500,000 or less; and, 3) is not an affiliate or subsidiary of a business dominant in its field of operation, as defined below. I understand that the exception will be lost and I must comply with the Program if the number of employees in my business and my gross annual revenues exceed the above limits.

"Dominant in its field of operation" means having more than ten employees and annual gross revenues in the preceding twelve months, which, if added to the annual amount of the contract awarded, exceed \$500,000.

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation.

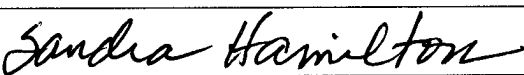
- ☐ My business is subject to a Collective Bargaining Agreement (attach agreement) that expressly provides that it supersedes all provisions of the Program.

OR

Part II: Certification of Compliance

- ☒ My business has and adheres to a written policy that provides, on an annual basis, no less than five days of regular pay for actual jury service for full-time employees of the business who are also California residents, or my company will have and adhere to such a policy prior to award of the contract.

I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.

Print Name: Sandra Hamilton	Title: President and CEO
Signature: 	Date: February 28, 2017

CERTIFICATION OF NO CONFLICT OF INTEREST

The Los Angeles County Code, Section 2.180.010, provides as follows:

CONTRACTS PROHIBITED

Notwithstanding any other section of this Code, the County shall not contract with, and shall reject any proposals submitted by, the persons or entities specified below, unless the Board of Supervisors finds that special circumstances exist which justify the approval of such contract:

1. Employees of the County or of public agencies for which the Board of Supervisors is the governing body;
2. Profit-making firms or businesses in which employees described in number 1 serve as officers, principals, partners, or major shareholders;
3. Persons who, within the immediately preceding 12 months, came within the provisions of number 1, and who:
 - a. Were employed in positions of substantial responsibility in the area of service to be performed by the contract; or
 - b. Participated in any way in developing the contract or its service specifications; and
4. Profit-making firms or businesses in which the former employees, described in number 3, serve as officers, principals, partners, or major shareholders.

Contracts submitted to the Board of Supervisors for approval or ratification shall be accompanied by an assurance by the submitting department, district or agency that the provisions of this section have not been violated.

Sandra Hamilton

Proposer's Name

President and CEO

Proposer's Official Title

Sandra Hamilton

Official's Signature

ATTESTATION OF WILLINGNESS TO CONSIDER GAIN/GROW PARTICIPANTS

As a threshold requirement for consideration for contract award, Proposer shall demonstrate a proven record for hiring GAIN/GROW participants or shall attest to a willingness to consider GAIN/GROW participants for any future employment opening if they meet the minimum qualifications for that opening. Additionally, Proposer shall attest to a willingness to provide employed GAIN/GROW participants access to the Proposer's employee mentoring program, if available, to assist these individuals in obtaining permanent employment and/or promotional opportunities.

To report all job openings with job requirements to obtain qualified GAIN/GROW participants as potential employment candidates, Contractor shall email: GAINGROW@dpss.lacounty.gov.

Proposers unable to meet this requirement shall not be considered for contract award.

Proposer shall complete all of the following information, sign where indicated below, and return this form with their proposal.

A. Proposer has a proven record of hiring GAIN/GROW participants.

☒ YES (subject to verification by County) ☐ NO

B. Proposer is willing to provide DPSS with all job openings and job requirements to consider GAIN/GROW participants for any future employment openings if the GAIN/GROW participant meets the minimum qualifications for the opening. "Consider" means that Proposer is willing to interview qualified GAIN/GROW participants.

☒ YES ☐ NO

C. Proposer is willing to provide employed GAIN/GROW participants access to its employee-mentoring program, if available.

☒ YES ☐ NO ☐ N/A (Program not available)

Proposer's Organization: Hamilton Private Security

Signature: *Sandra Hamilton*

Print Name: Sandra Hamilton

Title: President Date: February 28, 2017

Telephone No: 818-702-8050 Fax No: 818-337-1962

NOTE: We have established a track record of hiring GAIN/GROW participants and plan to continue our participation with DPSS. Specifically, we have hired twelve (12) GAIN/GROW individuals, most of whom were retained for three or four years of employment. Currently, we have four GAIN participants who will work on this contract.

FAMILIARITY WITH THE COUNTY LOBBYIST ORDINANCE CERTIFICATION

The Proposer certifies that:

- 1) it is familiar with the terms of the County of Los Angeles Lobbyist Ordinance, Los Angeles Code Chapter 2.160;
- 2) that all persons acting on behalf of the Proposer's organization have and will comply with it during the proposal process; and
- 3) it is not on the County's Executive Office's List of Terminated Registered Lobbyists.

Hamilton Private Security

Signature: Sandra Hamilton Date: February 28, 2017

**CERTIFICATION OF INDEPENDENT PRICE DETERMINATION
AND ACKNOWLEDGEMENT OF RFP RESTRICTIONS**

- A. By submission of this Proposal, Proposer certifies that the prices quoted herein have been arrived at independently without consultation, communication, or agreement with any other Proposer or competitor for the purpose of restricting competition.
- B. List all name(s) and telephone number(s) of person legally authorized to commit the Proposer.

NAME _____

PHONE NUMBER

Sandra Hamilton

818-481-3511

NOTE: Persons signing on behalf of the Contractor will be required to warrant that they are authorized to bind the Contractor.

- C. List names of all joint ventures, partners, subcontractors, or others having any right or interest in this contract or the proceeds thereof. If not applicable, state "NONE".

N/A

- D. Proposer acknowledges that it has not participated as a consultant in the development, preparation, or selection process associated with this RFP. Proposer understands that if it is determined by the County that the Proposer did participate as a consultant in this RFP process, the County shall reject this proposal.

Hamilton Private Security

Name of Firm

Sandra Hamilton

President

Print Name of Signer

Title

Sandra Hamilton

February 28, 2017

Signature _____

Date _____

REQUEST FOR PREFERENCE CONSIDERATION

INSTRUCTIONS: Businesses requesting preference consideration must complete and return this form for proper consideration of the proposal. Businesses may request consideration for one or more preference programs. Check all certifications that apply.*

I MEET ALL OF THE REQUIREMENTS AND REQUEST THIS PROPOSAL BE CONSIDERED FOR THE PREFERENCE PROGRAM(S) SELECTED BELOW. A COPY OF THE CERTIFICATION LETTER ISSUED BY THE DEPARTMENT OF CONSUMER AND BUSINESS AFFAIRS (DCBA) IS ATTACHED.

☒ Request for Local Small Business Enterprise (LSBE) Program Preference

- ☒ Certified by the State of California as a small business and has had its principal place of business located in Los Angeles County for at least one (1) year; **or**
- ☒ Certified as a LSBE with other certifying agencies under DCBA's inclusion policy that has its principal place of business located in Los Angeles County and has revenues and employee size that meet the State's Department of General Services requirements; **and**
- ☒ Certified as a LSBE by the DCBA.

☐ Request for Social Enterprise (SE) Program Preference

- ☐ A business that has been in operation for at least one year providing transitional or permanent employment to a Transitional Workforce or providing social, environmental and/or human justice services; **and**
- ☐ Certified as a SE business by the DCBA.

☐ Request for Disabled Veterans Business Enterprise (DVBE) Program Preference

- ☐ Certified by the State of California, **or**
- ☐ Certified by U.S. Department of Veterans Affairs as a DVBE; **or**
- ☐ Certified as a DVBE with other certifying agencies under DCBA's inclusion policy that meets the criteria set forth by: the State of California as a DVBE or is verified as a service-disabled veteran-owned small business by the Veterans Administration; **and**
- ☐ Certified as a DVBE by the DCBA.

***BUSINESS UNDERSTANDS THAT ONLY ONE OF THE ABOVE PREFERENCES WILL APPLY. IN NO INSTANCE SHALL ANY OF THE ABOVE LISTED PREFERENCE PROGRAMS PRICE OR SCORING PREFERENCE BE COMBINED WITH ANY OTHER COUNTY PROGRAM TO EXCEED FIFTEEN PERCENT (15%) IN RESPONSE TO ANY COUNTY SOLICITATION.**

DECLARATION: I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE ABOVE INFORMATION IS TRUE AND ACCURATE.

- ☐ DCBA certification is attached.

Name of Firm Hamilton Private Security (DBA of EdNet Career Institute)		County Webven No. 51982301	
Print Name: Sandra Hamilton		Title: President	
Signature: <i>Sandra Hamilton</i>		Date: February 28, 2017	
Reviewer's Signature	Approved	Disapproved	Date



**Board of Supervisors
Los Angeles County**

Hilda L. Solis
Mark Ridley-Thomas
Sheila Kuehl
Don Knabe
Michael D. Antonovich

Brian J. Stiger
Director

September 21, 2016

SANDRA HAMILTON
EDNET CAREER INSTITUTE, INC.
7301 TOPANGA CANYON BLVD., SUITE 350
CANOGA PARK, CA 91303

Vendor #: 51982301

Dear SANDRA HAMILTON:

Congratulations! Your business is now certified as a Local Small Business Enterprise (LSBE) with the County of Los Angeles effective as of the date of this letter. Your LSBE certification expiration date is based on your State of California Department of General Services' (DGS) small business certification, which expires on October 31, 2017.

Your business is eligible for the LSBE Preference Program consideration in those County of Los Angeles solicitations which include the "Request for Local SBE Preference Program Consideration" form. You must complete the form and provide your Vendor Number in your bid/proposal for each response to receive the preference.

Additionally, the Board of Supervisors established a "Countywide Small Business Payment Liaison and Prompt Pay Program". As a certified LSBE, your company is now eligible for a 15-day prompt payment. Please call the Small Business Services office at (855) 230-6430 or send an email to cbsbe@dcba.lacounty.gov to request your free Prompt Payment Stamp and instructions.

The County of Los Angeles Department of Consumer and Business Affairs reserves the right to request additional information and/or conduct an on-site visit to verify your company's eligibility for the program. Please notify DGS if there are any changes to your business such as ownership, control of the firm or principal place of business that may affect your State certification. Please contact our office immediately if your principal place of business has changed during the certification period.

Again, congratulations on your certification. If you have any questions about our LSBE Program, please visit our website at <http://osb.lacounty.gov>.

Sincerely,

BRIAN J. STIGER
DIRECTOR

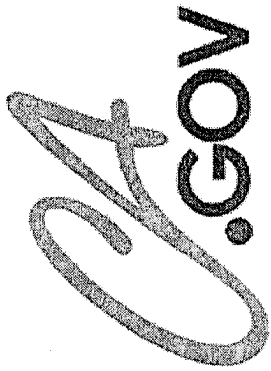
A handwritten signature in black ink, appearing to be "B. Stiger", with a long horizontal stroke extending to the left.

SABRA PURIFOY
Operations Manager, Small Business Services
BJS:SP



Supplier Profile

State of California Certification



Certification ID : 33662

Legal Business Name
EDNET CAREER INSTITUTE, INC.

Doing Business As (DBA) Name1:
EDNET CAREER INSTITUTE INC

Doing Business As (DBA) Name2:

Office Phone Number
818/702-6640

Business Fax Number
818/702-6657

Business Web Address
<http://www.ednet4u.com> ()

Service Areas
Los Angeles , Orange , Riverside , San Bernardino , Santa Barbara , Ventura

Address
7301 TOPANGA CANYON BLVD SUITE 350
CANOGA PARK
CA 91303

Email:
sandra@ednet4u.com (<mailto:sandra@ednet4u.com>)

Total No. of Employees
46

Business Types:
Service

Notification Preference
Email

[View Keywords](#)

[View Classifications](#)

Active Certifications

Certification Type

SB(Micro)

Status

Approved

From

10/13/2015

To

10/31/2017

CONTRACTOR'S ADMINISTRATION

CONTRACTOR'S NAME: Hamilton Private Security

CONTRACTOR'S CONTRACT REPRESENTATIVE:

Name: Harold Stangle
Title: Director of Security Services
Address: 5945 Wilbur Ave, Tarzana, CA 91356
Telephone: 310-658-0663 or 818-702-6640 or 818-702-8050 or 818-724-4404
Facsimile: 818-337-1962
E-Mail Address: harold@hamiltonprivatesecurity.com

CONTRACTOR'S AUTHORIZED OFFICIAL(S)

Name: Sandra Hamilton
Title: President
Address: 7301 Topanga Canyon Blvd., #350 Canoga Park, CA 91303
Telephone: 818-702-8050
Facsimile: 818-337-1962
E-Mail Address: sandra@hamiltonprivatesecurity.com

Name: _____
Title: _____
Address: _____
Telephone: _____
Facsimile: _____
E-Mail Address: _____

Notices to Contractor shall be sent to the following:

Name: Sandra Hamilton
Title: President
Address: 7301 Topanga Canyon Blvd., #350 Canoga Park, CA 91303
Telephone: 818-481-3511 or 818-702-6640 or 818-702-8050
Facsimile: 818-337-1962
E-Mail Address: sandra@hamiltonprivatesecurity.com

CERTIFICATION OF COMPLIANCE WITH THE COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

Company Name: Hamilton Private Security		
Company Address: 7301 Topanga Canyon Blvd., #350		
City: Canoga Park	State: CA	Zip Code: 91303
Telephone Number: 818-702-8050	Email address: sandra@hamiltonprivatesecurity.com	
Solicitation/Contract For <u>Armed Security</u> Services:		

The Proposer/Bidder/Contractor certifies that:

- ☒ It is familiar with the terms of the County of Los Angeles Defaulted Property Tax Reduction Program, Los Angeles County Code Chapter 2.206; **AND**

To the best of its knowledge, after a reasonable inquiry, the Proposer/Bidder/Contractor is not in default, as that term is defined in Los Angeles County Code Section 2.206.020.E, on any Los Angeles County property tax obligation; **AND**

The Proposer/Bidder/Contractor agrees to comply with the County's Defaulted Property Tax Reduction Program during the term of any awarded contract.

- OR -

- ☐ I am exempt from the County of Los Angeles Defaulted Property Tax Reduction Program, pursuant to Los Angeles County Code Section 2.206.060, for the following reason:

I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.

Print Name: Sandra Hamilton	Title: President
Signature: <i>Sandra Hamilton</i>	Date: February 28, 2017

Date: February 28, 2017

GREEN INITIATIVES

Present a narrative of a proposed plan for complying with the green requirements as described in Paragraph 14.0 of the SOW. Describe your company's current environmental policies and practices and those proposed to be implemented.

See Attached Green Initiative Practices

Hamilton Private Security

Green Initiatives Practices

With green initiatives becoming a major concern in California, small businesses, like Hamilton are taking steps to reduce our “carbon footprint” by implementing a variety of Improvements throughout the company. Below are some of the initiatives we have applied to our day-to-day operations:

Getting to Work – Hamilton encourages carpooling and the use of public transportation whenever possible. As an incentive to ride-share or take public transportation, Hamilton provides a monthly “TAP CARD” which allows individuals to use any and all pub transportation throughout Los Angeles County. The TAP CARD monthly stipend is \$100 paid by Hamilton.

Ride-sharing is encouraged among employees, and Hamilton will assist in covering related transportation costs on a monthly basis.

Air Conditioning – Hamilton utilizes air-conditioning on a minimum basis. We maintain our facility at a consistent temperature of 70.

Lighting at Work -- Hamilton utilizes a system of “motion sensory” whereby lights will automatically turn off when there is little motion. This system is an effective cost-saving green initiative. In addition we utilizes nature lighting from the large windows throughout our offices.

Incandescent lights, LEDs are much more energy efficient and the bulbs last much

Healthy at Work – Hamilton provides lunch for administrative staff which consists of salad and other healthy vegetables and low-fat protein like chicken and turkey

We invite experts to conduct personal BMI (body-mass-index) evaluations for all employees. We provide protein smoothies at the end of a busy day to maintain energy to complete tasks.

Many employees utilize “FITBIT” watches that monitor footsteps and energy used daily.

Paperless Initiative – Hamilton’s office procedures utilizes computers and Internet applications to reduce the amount of paper use. We establish databases for processing and retaining necessary records. We are attempting to remove a number of file cabinets by scanning documents and recycling hard copies of files.

Hydrating at Work—Hamilton offers employees filtered water via a five-gallon water container to ensure they maintain a healthy level of hydration during the workday. We oppose the use of plastic water bottles.

ZERO TOLERANCE POLICY ON HUMAN TRAFFICKING CERTIFICATION


Company Name: Hamilton Private Security		
Company Address: 7301 Topanga Canyon Blvd. #350		
City: Canoga Park	State: CA	Zip Code: 91303
Telephone Number: 818-702-8050	Email address: sandra@hamiltonprivatesecurity.com	
Solicitation/Contract for <u>Armed Security</u> Services		

PROPOSER CERTIFICATION

Los Angeles County has taken significant steps to protect victims of human trafficking by establishing a zero tolerance policy on human trafficking that prohibits contractors found to have engaged in human trafficking from receiving contract awards or performing services under a County contract.

Proposer acknowledges and certifies compliance with Section 8.54 (Compliance with County's Zero Tolerance Policy on Human Trafficking) of the proposed Contract and agrees that proposer or a member of his staff performing work under the proposed Contract will be in compliance. Proposer further acknowledges that noncompliance with the County's Zero Tolerance Policy on Human Trafficking may result in rejection of any proposal, or cancellation of any resultant Contract, at the sole judgment of the County.

I declare under penalty of perjury under the laws of the State of California that the information herein is true and correct and that I am authorized to represent this company.

Print Name: Sandra Hamilton	Title: President
Signature: 	Date: February 28, 2017

RFP EXCEPTION FORM

Proposer's
Name Hamilton Private Security
Address 7301 Topanga Canyon Blvd., #350 Canoga Park, CA 91303
Telephone 818-481-3511 Fax 818-337-1962
E-mail
Address sandra@hamiltonprivatesecurity.com

- ☒ I have reviewed both Appendix A, Sample Contract and Appendix B, Statement of Work in its entirety and have **NO** exceptions.
- ☐ I have reviewed both Appendix A, Sample Contract and Appendix B, Statement of Work in its entirety and **have the following exceptions:**

Exceptions:

Clearly identify and list your exception(s) by indicating the Section, Paragraph Number and Page Number on the document. For each exception, please provide an explanation of the reason for the exception. Please also provide a description of the impact, if any, to the Proposer's price. Attach additional pages as needed.

N/A

Print Name Sandra Hamilton

Signature Sandra Hamilton

Date February 28, 2017

IN WITNESS WHEREOF, the County has, by order of its Board of Supervisors, caused this Contract to be subscribed by the Chairman of said Board and attested by the Executive Officer thereof, and the Contractor, by its duly authorized representative, has executed the same, as of the day, month, and year set forth below.

CONTRACTOR: Hamilton Private Security

By _____

Sandra Hamilton

Print Name

Sandra Hamilton

Signature

President

Title

COUNTY OF LOS ANGELES

By _____

Chairman, Board of Supervisors

ATTEST:

LORI GLASGOW
Executive Officer-Clerk
of the Board of Supervisors

By _____
Deputy

APPROVED AS TO FORM:

MARY C. WICKHAM
County Counsel

By _____
Deputy



COUNTY OF LOS ANGELES
LIVING WAGE PROGRAM

LW- 1

**CONTRACTOR NON-RESPONSIBILITY DEBARMENT
ACKNOWLEDGEMENT AND STATEMENT OF COMPLIANCE**

The undersigned individual is the owner or authorized agent (Agent) of the business entity or organization ("Firm") identified below and makes the following statements on behalf of his or her Firm.

The Agent is required to check each of the following two boxes:

LIVING WAGE ORDINANCE:

- ☒ The Agent has read the County's Living Wage Ordinance (Los Angeles County Code Section 2.201.010 through 2.201.100), and understands that the Firm is subject to its terms.

CONTRACTOR NON-RESPONSIBILITY AND CONTRACTOR DEBARMENT ORDINANCE:

- ☒ The Agent has read the County's Determinations of Contractor Non-Responsibility and Contractor Debarment Ordinance (Los Angeles County Code Section 2.202.010 through 2.202.060), and understands that the Firm is subject to its terms.

LABOR LAW/PAYROLL VIOLATIONS:

A "Labor Law/Payroll Violation" includes violations of any federal, state or local statute, regulation, or ordinance pertaining to wages, hours or working conditions such as minimum wage, prevailing wage, living wage, the Fair Labor Standards Act, employment of minors, or unlawful employment discrimination.

History of Alleged Labor Law/Payroll Violations (Check One):

- ☒ The Firm **HAS NOT** been named in a complaint, claim, investigation or proceeding relating to an alleged Labor Law/Payroll Violation which involves an incident occurring within three (3) years of the date of the proposal; **OR**
- ☐ The Firm **HAS** been named in a complaint, claim, investigation or proceeding relating to an alleged Labor Law/Payroll Violation which involves an incident occurring within three (3) years of the date of this proposal. (I have attached to this form the required Labor/Payroll/Debarment History form with the pertinent information for each allegation.)

History of Determinations of Labor Law /Payroll Violations (Check One):

- ☒ There **HAS BEEN NO** determination by a public entity within three (3) years of the date of the proposal that the Firm committed a Labor Law/Payroll Violation; **OR**
- ☐ There **HAS BEEN** a determination by a public entity within three (3) years of the date of the proposal that the Firm committed a Labor Law/Payroll Violation. I have attached to this form the required Labor/Payroll/Debarment History form with the pertinent information for each violation (including each reporting entity name, case number, name and address of claimant, date of incident, date claim opened, and nature and disposition of each violation or finding.) (The County may deduct points from the proposer's final evaluation score ranging from 1% to 20% of the total evaluation points available with the largest deductions occurring for undisclosed violations.)

HISTORY OF DEBARMENT (Check one):

- ☒ The Firm **HAS NOT** been debarred by any public entity during the past ten (10) years; **OR**
- ☐ The Firm **HAS** been debarred by a public entity within the past ten (10) years. Provide the pertinent information (including each reporting entity name, case number, name and address of claimant, date of incident, date claim opened, and nature and disposition of each violation or finding) on the attached Labor/Payroll/Debarment History form.

I declare under penalty of perjury under the laws of the State of California that the above is true, complete and correct.

Owner's/Agent's Authorized Signature <i>Sandra Hamilton</i>	Print Name and Title President
Print Name of Firm Hamilton Private Security	Date February 28, 2017

COUNTY OF LOS ANGELES
LIVING WAGE PROGRAM

LW - 2

**ACKNOWLEDGEMENT AND STATEMENT OF COMPLIANCE
LABOR/PAYROLL/DEBARMENT HISTORY**

If applicable, Firm must complete and submit a separate form (make photocopies of form) for each instance of any of the following (check the applicable box below):

- ☐ An alleged claim, investigation or proceeding relating to an alleged Labor Law/Payroll Violation for an incident occurring within the past three (3) years of the date of the proposal.
- ☐ A determination by a public entity within three (3) years of the date of the proposal that the Firm committed a Labor Labor/Payroll Violation.
- ☐ A debarment by a public entity listed below within the past ten (10) years.

Print Name of Firm: N/A	Print Name of Owner:
Print Address of Firm:	Owner's/Agent's Authorized Signature:
City, State, Zip Code:	Print Name and Title:

Public Entity Name:		Date of Incident:
Case Number/Date Claim Opened:	Case Number:	Date Claim Opened:
Name and Address of Claimant:	Name:	
	Street Address:	
	City, State, Zip:	
Description of Work: (e.g., janitor)		
Description of Allegation and/or Violation:		
Disposition of Finding (attach disposition letter): (e.g., Liquidated Damages, Penalties, Debarment, etc.)		

☐ Additional Pages are attached for a total of _____ pages.



COUNTY OF LOS ANGELES
LIVING WAGE PROGRAM

LW - 3

Application for Exemption

The contract to be awarded pursuant to the County's solicitation is subject to the County of Los Angeles Living Wage Program (LW Program) (Los Angeles County Code, Chapter 2.201). Contractors and subcontractors must apply individually for consideration for an exemption from the LW Program. **To apply, Contractors must complete and submit this form with supporting documentation to the County after the Mandatory Proposers Conference by the due date set forth in the solicitation document.** Upon review of the submitted Application for Exemption, the County department will determine, in its sole discretion, whether the contractor and/or subcontractor is/are exempt from the LW Program.

Company Name: N/A		
Company Address:		
City:	State: N/A	Zip Code:
Telephone Number:	Facsimile Number:	Email Address:
Awarding Department:		Contract Term:
Type of Service: N/A		
Contract Dollar Amount:		Contract Number (if any):
My business has received an aggregate sum of less than \$25,000 during the preceding 12 months under one or more Proposition A contracts and/or cafeteria services contracts, including the proposed contract amount		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

I am requesting an exemption from the LW Program for the following reason(s) (attach all documentation that supports your claim to this form). Please check all that apply:

- ☒ My business is subject to a bona fide Collective Bargaining Agreement (attach agreement); **AND**
- ☐ the Collective Bargaining Agreement expressly provides that it supersedes all of the provisions of the Living Wage Program; **OR**
 - ☐ the Collective Bargaining Agreement expressly provides that it supersedes the following specific provisions of the Living Wage Program (I will comply with all provisions of the Living Wage Program not expressly superseded by my business' Collective Bargaining Agreement):

I declare under penalty of perjury under the laws of the State of California that the information herein is true and correct.

PRINT NAME: N/A	TITLE:
SIGNATURE:	DATE: February 28, 2017

** NOTE: Hamilton has been using this form for the past year. See attached Hamilton sample.

Rev. March 2015



COUNTY OF LOS ANGELES
LIVING WAGE PROGRAM
STAFFING PLAN

COMPANY NAME	Hamilton Private Security
COMPANY ADDRESS	7301 Topanga Canyon Blvd #350, Canoga Park, CA 91303
PROJECT	Los Angeles Fire Protection District Security Services
DEPARTMENT NAME	Armed Security
Work Week	Jan 15 - Jan 21

FACILITY OR LOCATION	EMPLOYEE NAME	POSITION TITLE	ROVER(S) (Back ups)	WORK SCHEDULE	HOURS WORKED PER DAY	FULL TIME/ PART TIME	HOURLY RATE	HOURS							COUNTY TOTAL HRS	NON-CNTY TOTAL HRS	TOTAL HRS	HIRE DATE	TERMINATION DATE
								SUN	MON	TUES	WEDS	THURS	FRI	SAT					
Pacoima	Michaela	Armed Security		2:00pm - 10:00pm	8	FULL TIME	14.25	8	8	8	8			8	40		40	6/28/2016	
Pacoima	Michaela	Armed Security		10:00pm - 6:00am	8	FULL TIME	14.25		8	8					16		16	6/28/2016	
Pacoima	Michaela	Armed Security		9:00pm - 5:00am	8	FULL TIME	14.25	8							8		8	6/28/2016	
LAO	Michaela	Armed Security		11:00pm - 7:00am	8	FULL TIME	14.25	8	8	8	8	8			40		40	6/28/2016	
LAO	Michaela	Armed Security		6:00am - 2:00pm	8	FULL TIME	14.25	8						8	16		16	6/16/2015	
Castiac/ Del Valle	Michaela	Armed Security		2:00pm - 10:00am	8	FULL TIME	14.25								8		8	6/16/2015	
LAO	Michaela	Armed Security		10:00pm - 6:00am	8	FULL TIME	14.25								0		0	6/16/2015	
LAO	Michaela	Armed Security	ROVER(S)	3:00pm - 11:00pm	8	FULL TIME	14.25		4	8					12		12	6/16/2015	
LAO	Michaela	Armed Security		2:00pm - 10:00pm	8	FULL TIME	14.25	8	8	8		8	8	8	40		40	6/28/2016	
Del Valle	Michaela	Armed Security		10:00pm - 6:00am	8	FULL TIME	14.25	8	8						16		16	6/28/2016	
Del Valle	Michaela	Armed Security		2:00pm - 10:00pm	8	FULL TIME	14.25					8	8	8	24		24	6/28/2016	
Pacoima	Michaela	Armed Security		9:00pm - 5:00am	8	FULL TIME	14.25		8	8	8	8	8		40		40	6/28/2016	
Del Valle	Michaela	Armed Security		2:00pm - 10:00pm	8	FULL TIME	14.25	8	8	8					24		24	6/28/2016	
Del Valle	Michaela	Armed Security		6:00am - 2:00pm	8	FULL TIME	14.25						8	8	16		16	6/28/2016	
LAO	Michaela	Armed Security	ROVER(S)	6:00am - 2:00pm	8	FULL TIME	14.25								0		0	12/15/2015	
LAO	Michaela	Armed Security	ROVER(S)	3:00pm - 11:00pm	8	FULL TIME	14.25		4						4		4	12/15/2015	
Pacoima	Michaela	Armed Security	ROVER(S)	2:00pm - 10:00pm	8	FULL TIME	14.25			8	8				16		16	12/15/2015	
LAO	Michaela	Armed Security	ROVER(S)	7:00am - 3:00pm	8	FULL TIME	14.25	8						8	16		16	12/15/2015	
LAO	Michaela	Armed Security		6:00am - 2:00pm	8	FULL TIME	14.25		8	8	8	8	8		40		40	6/28/2016	
Del Valle	Michaela	Armed Security		6:00am - 2:00pm	8	FULL TIME	14.25	8	8	8	8	8			40		40	6/28/2016	
LAO	Michaela	Armed Security		7:00am - 3:00am	8	FULL TIME	14.25		8	8	8	8	8		40		40	7/2/2016	
Pacoima	Michaela	Armed Security		6:00am - 2:00pm	8	FULL TIME	14.25	8	8						40		40	6/28/2016	
LAO	Michaela	Armed Security		10:00pm - 6:00am	8	FULL TIME	14.25			8	8	8	8		40		40	6/28/2016	
Pacoima	Michaela	Armed Security		2:00pm - 10:00pm	8	FULL TIME	14.25						8	8	16		16	6/28/2016	

Proposer's Approach to Labor-Payroll Record Keeping and Regulatory Compliance

Hamilton Private Security is in compliance with State and Federal labor regulations and record keeping requirements because we currently manage a County contract with the Los Angeles Consolidated Fire Protection District which dictates compliance with these Guidelines.

We have provided the information requested to demonstrate that Hamilton has the ability to adhere to specific rules set forth by State and Federal labor laws. Specifically, we have the following responses:

1. Discuss how employee hours actually worked are tracked. The detailed explanation should include:
 - a. Where do firm's guards report to work at the beginning of their shift? *Hamilton utilizes an electronic application for time-keeping of employee shifts. The shift begins at the specific work location to which they are assigned.*
 - b. How does the firm know employees actually reported to work and at what time? *Hamilton utilizes an electronic application for time-keeping of employee shifts, included "sign-in and sign-out" notifications. Hamilton principals may access the system at any time.*
 - c. What records are created to document the beginning and ending times of employee's actual work shifts? *Hamilton uses the reports generated by the electronic system which accurately records total hours worked. Hamilton principals access these records and monitors time reported.*
 - d. If the records created in response to paragraph "c" above are not used to create the payroll, what is the source document that is used? Who prepares and who checks the source document? Does the employee sign it? Who approves the source document and what do they compare it with prior to approving the source document? --
Hamilton creates paychecks utilizing the electronic system noted in "c" which provides sufficient information regarding total hours worked.
 - e. How does the firm know that employees take mandated breaks and meal breaks (periods)? Does the firm maintain any written supporting documentation to validate that the breaks actually occurred? If so, who prepares, reviews, and approves such documentation? --
Hamilton currently requires guards to agree to an "on-duty meal break" if they work alone; i.e., guards will eat their lunch/dinner during work hours and be compensated accordingly. If two or more guards work at the same location, they provide coverage for each other when taking mandated meal breaks. This process is monitored via the electronic system through which they would "check out for meal

break” when being relieved, and “check in” upon return from break. For “on-duty meal break” occurrences, guards have signed a formal policy which is maintained in the employee jacket.

2. Discuss how the firm’s payroll is prepared and how the firm ensures that employee wages are appropriately paid. The detailed explanation should include:

a. How are employees paid (e.g., manually issued check, cash, automated check, or combination of methods)? If by check, do they receive a single check for straight time and overtime or are separate payments made? What information is provided on the check? Provide a copy of a check and check stub (cover up or block out bank account information) that shows deduction categories.

Hamilton pays employees twice each month on the 7th and 23rd with paychecks or direct deposit. Overtime is included on one check. All standard information is provided on the check via QuickBooks Payroll Systems. See copy of check.

b. If the firm uses a manual payroll system, describe the steps the person preparing the payroll takes to create a check, starting from the source document through the issuance of a check. If the employee has multiple wage rates (i.e., County’s Living Wage rate for District work and the firm’s standard rate for other non-District work), how does the person preparing the payroll calculate total wages paid? *Hamilton uses QuickBooks for payroll. Payroll supervisor retrieves information from the electronic tracking system and inputs into a database which is then transferred to QB for paycheck generation. Our accountant is a C.P.A. and he has expertise in categorizes multiple wage rates, etc.*

c. If the firm uses an automated payroll system or contracts for such automated payroll services to an outside firm, describe the steps taken to prepare the payroll. If the employee has multiple wage rates (i.e., County’s Living Wage rate for District work and the firm’s standard rate for other non-District work), how does the automated payroll system calculate total wages paid? Is it embedded in the software program or does someone have to override the system to perform the calculation?
N/A.

d. How is travel time during an employee’s shift paid? At what rate is such travel time paid if the employee has multiple wage rates? Discuss how the firm calculates the day’s wages for each situation described in the following two examples: 1) during a single shift, an employee works 3 hours at a work location under a County Living Wage contract, then travels an hour to another work location to work 4 hours, where they are paid at a different rate than the County’s Living Wage rate and 2) during a single shift, an employee works 3 hours at a work location under a County Living Wage contract, then travels an hour to another work location to work 4 hours, where they are also paid the County’s Living Wage rate. – *Hamilton does not currently have employees who work at multiple locations during one shift. If this situation should occur in the future, Hamilton would abide by state and federal labor laws regarding travel time and payment thereof.*