"To enrich lives through effective and caring service"

Los Angeles County Beaches & Harbors
Caring for Your Coast

**Stan Wisniewski**
Director

**Kerry Silverstrom**
Chief Deputy

November 2, 2006

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

Dear Supervisors:

**CONTRACT FOR ARMED SECURITY GUARD SERVICES**
**(FOURTH DISTRICT)**
**(3 VOTES)**

**IT IS RECOMMENDED THAT YOUR BOARD:**

1. Find that armed security guard services for Isadore B. Dockweiler Recreational Vehicle (RV) Campground and Burton Chace Community Park (Chace Park) can be performed more economically by North American Security, Inc. (North American) than by County employees.

2. Approve award of and instruct the Mayor to execute the attached three-year contract, plus two one-year extension options, with North American for armed security guard services at Dockweiler RV Campground and Chace Park facilities, at an aggregate annual County cost not to exceed $186,752.25, and authorize the Director of Beaches and Harbors to increase the contract sum by a sum not exceeding 20 percent during each contract year for additional, unforeseen security services within the scope of this contract.

13837 Fiji Way • Marina del Rey • CA 90292 • 310.305.9503 • fax 310.821.6345 • internet: http://beaches.co.la.ca.us

## PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of the contract will enable the Department to continue to obtain economical armed security guard services from a responsive and responsible contractor at designated County-owned/operated facilities. Security guard service at Dockweiler RV Campground and adjacent facilities has been provided by a private contractor since 1990. It is desirable to continue and expand the service in order to not only protect the patrons of the County's revenue-producing Dockweiler RV Campground during night hours, but also to deter vandalism and theft at Chace Park. The contract also satisfies the Department's commitment to a residents committee made during the planning of the RV Campground that the County would provide security between the hours of 10:00 p.m. and 6:00 a.m.

Implementation of Strategic Plan Goals

The security guard services provided by North American will promote and further the Board-approved Strategic Plan Goals of "Service Excellence", meeting the Departmental objective to facilitate enhanced use of County facilities, and "Fiscal Responsibility", strengthening the County's fiscal capacity by minimizing losses due to theft and vandalism, maximizing patronage due to the safety/security of the area and contracting for these services at a reduced cost rather than utilizing County employees.

## FISCAL IMPACT/FINANCING

Failure to provide security service would have an adverse impact on patronage of the County's RV Campground, which generated $727,533 last fiscal year in gross revenue. The Department, using a methodology approved by the Auditor Controller, has calculated the cost-effectiveness of contracting for these services and has determined that these services continue to be more economically performed by an independent contractor than by County employees. The annual savings from using the contractor's services rather than County staff is estimated at approximately $125,614 as detailed in Attachment I. The contract also provides for additional services at the rate of $18.95 per employee-hour in case of extended hours of operation and other unanticipated staffing needs, and a corresponding reduction of compensation at the same rate in case of reduced staffing requirements.

The cost of this contract is included in the Department's 2006-2007 adopted budget.

## FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The Department is requesting award of a contract to North American, which was determined to be the most responsible, responsive proposer. The contract term is three years with two one-year extension options that may be exercised at the Director's discretion. The contract services will commence on December 1, 2006, or the date of approval by your Board, if later.

The contract is to provide three armed, trained security officers, as well as two automobiles, communication devices for the officers' use, and key-operated patrol monitoring devices. The insurance coverage, indemnification, and liability provisions included in the contract have been approved by the CAO's Risk Management Office.

The contractor will bill for the guard services at fixed hourly rates up to the annual maximum. The service will be provided every day, including weekends and holidays, between the hours of 7:00 p.m. and 6:00 a.m.

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

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

- Award of the armed security guard services contract is cost-effective. It will save the County approximately $125,614 annually (see Attachment I).

- Award of the contract will not impair the County's ability to respond to emergencies.

- No confidential information is involved in the performance of the contract. 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 also contains the County's standard provisions regarding contractor obligations and is in compliance with all Board, Chief Administrative Office (CAO) and County Counsel requirements.

The contract has been approved as to form by County Counsel.

## CONTRACTING PROCESS

This Proposition A contract solicitation was advertised in the Los Angeles Times, the Daily Breeze, the Los Angeles Daily News, the Santa Monica Daily Press, the Lynwood Journal, the Compton Bulletin, the Eastside Sun, the Culver City News and the Los Angeles Watts Times. The opportunity was also advertised on the County's Bid Web page (Attachment II), as well as the Department's own Internet site. In addition, notices were sent out by direct mail to a list of 167 contractors.

Five firms submitted proposals. Four proposals met the Request for Proposals (RFP) minimum requirements and were evaluated. One firm did not include the required information and was rejected as non-responsive.

A three-person evaluation committee, composed of one staff member from the Department's Facilities and Property Maintenance Division, one staff member from the Department's Community and Marketing Services Division, and one member from Department of Public Works, evaluated the proposals based on a weighted evaluation of: (1) experience and organizational resources (500 points); (2) price (350 points); and (3) references (150 points). The committee determined that North American had the ability, experience and resources to provide the Department with quality security guard services as substantiated through its submitted proposal.

North American has extensive experience working with the County, including the Office of Public Safety and Department of Health Services, over the past years, providing it with a great amount of relevant experience with the actual and potential issues with which the Department is concerned, including adherence to County requirements such as management of the Living Wage Ordinance. Beyond that, North American demonstrated its ability to successfully manage several County contracts concurrently over the past ten years, thus establishing depth and ability to handle the additional workload.

While another proposer, All American Security, LLC, had the lowest price bid of $175,616.10, it scored significantly lower than all other proposers in the Experience/Organizational Resources category. The evaluation committee did not feel that its proposal presented adequate information to justify recommending it for this contract. Additionally, its cost was only approximately $11,000 less annually than North American's bid, which North American's expertise, experience and organizational depth more than made up for.

The evaluation criteria conform to the Living Wage Ordinance Implementation Plan, which requires Departments to refer any reported labor or payroll violations by the highest-rated proposer, as reported by the State Labor Board Division of Labor Standards Enforcement, to the Labor Law/Payroll Violations Assessment Team. North American had no reported violations.

The Director has considered the committee's findings and recommends that your Board approve the contract with North American.

Attachment III details the minority and gender composition of the qualifying firms. North American is not a County-certified Community Business Enterprise. However, on final consideration of award, North American 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 being contracted out.

There will be no impact on other County services or projects.

**CONCLUSION**

Instruct the Executive Officer to send one approved copy of this letter and two executed copies of the contracts to the Department of Beaches and Harbors.

Respectfully submitted,

Stan Wisniewski

Stan Wisniewski, Director

SW:so
Attachments (4)
C: Chief Administrative Officer
County Counsel
Executive Officer, Board of Supervisors
Director, Office of Affirmative Action Compliance

**Department of Beaches and Harbors**
**Armed Security Guard Service Contract**
**Estimated Net Savings From Contracting**

| County Cost Analysis | | | |
|---|---|---|---|
| **Salary Cost Items** | **Recreation Services Supervisor 8798A** | **Security Officer, Sheriff 2828A** | **Total** |
| Top Step Salaries (hourly) [1] | $24.87 | $20.52 | $45.39 |
| Required Service Level - actual avoidable work hours[2] | 730 | 9855 | 10585 |
| Annual Salary Cost | $18,155 | $202,225 | $220,380 |
| Adjustment for top step salaries variance at 95.4669% [3] | $823 | $9,167 | $9,990 |
| Estimated actual avoidable salaries | $17,332 | $193,058 | $210,390 |
| Add: Related employee benefits at 48.470% [3] | $8,401 | $93,575 | $101,976 |
| Estimated Actual avoidable annual direct labor cost [4] | $25,733 | $286,633 | **$312,366** |
| Equipment and Supplies [5] | | | $0 |
| Estimated Actual avoidable cost | | | **$312,366** |
| Contract Cost | | | $186,752 |
| **Net Savings from Contracting** | | | **$125,614** |

(1) Salaries in effect as of October 2006. Hourly rate based on 1,762 total productive work hours as provided by the Auditor Controller.

(2) The County avoidable work hours for the Recreation Services Supervisor and Security Officer are based on the required supervisory and patroling hours per the selected proposer. The Recreation Services Supervisor position was used as this is the supervisory position that will oversee security contract operations.

(3) Provided by the Auditor-Controller Cost Accounting Division.

(4) No departmental indirect costs are avoidable.

(5) Not estimable at this time.

**Award information has not been added at this time.**

## Bid Information

**Bid Number :** DBH-21
**Bid Title :** Armed Security Guard Services
**Bid Type :** Service
**Department :** Beaches and Harbors
**Commodity :** GUARD AND SECURITY SERVICES (INCLUDING TRAFFIC CONTROL)
**Open Date :** 9/1/2006
**Closing Date :** 10/3/2006 5:00 PM
**Notice of Intent to Award :** View Detail
**Bid Amount :** N/A
**Bid Download :** Available
**Bid Description :** The Los Angeles County Department of Beaches and Harbors (Department) is seeking one or more qualified and experienced contractors in patrolling outdoor public places to provide armed security guard services to Area 1-Dockweiller, which includes a 117-space recreational vehicle park (RV park), six parking lots and adjacent facilities and Area 2-Marina del Rey, which includes Burton Chace Park (a public park), parking lot and adjacent facilities.

Proposals must be in the form described in the RFP. Selection of a contractor(s) will be based on the qualifications of the firms submitting proposals as well as their prices for performing the work.

A Proposers' Conference will be held at 2:00 p.m. on Tuesday September 19, 2006 at the Chace Park Community Building, 13650 Mindanao Way, Marina del Rey. The deadline for submitting proposals will be 5:00 p.m., October 3, 2006.

Contractors submitting proposals must be licensed as a private security service by the State of California and must have a minimum of five years' experience providing security services. The County may require additional minimum qualifications. The contract will be subject to the County's Living Wage Ordinance, County Code Chapter 2.201.

You may download a majority of the RFP packet from this site. TO RECEIVE EXHIBIT 1 AND THE COMPLETE SET OF FORMS please either telephone (310) 577-5736, send an e-mail with Armed Security Guard Services in the subject line to sorellana@lacodbh.org, or write:

Department of Beaches and Harbors
Armed Security Guard Services RFP
13837 Fiji Way
Marina del Rey, CA 90292
Fax: (310) 821-8155

The County reserves the right to cancel the RFP and to modify any and all terms and conditions of the RFP, including minimum requirements. For further information, call Susy Orellana at (310) 577-5736.

**Amendment Date : 9/20/2006** Armed Security Guard Services Proposers' Conference Summary
September 19, 2006
No amendments to the RFP. Summary only of the conference. If you would like to receive a copy of the summary, please email sorellana@bh.lacounty.gov .

The deadline for submitting a proposal is October 3, 2006, at 5:00 p.m. in our Department headquarters located at 13837 Fiji Way. Proposals must be in our possession at that time. Postmarks will be disregarded.
The RFP and any resultant Contract will be subject to Los Angeles County Code Chapter 2.201, the Living Wage Program. The Proposer must have a minimum of five years' experience in providing armed security guard services.

**Contact Name :** Susy Orellana
**Contact Phone# :** (310) 577-5736
**Contact Email :** sorellana@lacodbh.org
**Last Changed On :** 9/6/2006 4:29:19 PM

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# ARMED SECURITY GUARD SERVICES
## FIRM/ORGANIZATION INFORMATION

**ATTACHMENT III**

| PROPOSER | Certified Local SBE | COMPOSITION | PARTNERS/ ASSOCIATE | | MGRS | | STAFF | | TOTAL | | |
|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | M | F | M | F | M | F | | M | F |
| All American Security | N | Black/African American | 1 | 1 | | | 20 | 15 | 37 | | |
| | | Hispanic/Latino | | | 2 | 2 | 20 | 18 | 42 | | |
| | | Asian or Pacific Islander | | 1 | | | 13 | 20 | 34 | | |
| | | Amer. Indian/Alaska Native | | | 1 | | 14 | 13 | 28 | | |
| | | Filipino American | | | 1 | | 13 | 10 | 24 | | |
| | | White | | | | 1 | 25 | 19 | 45 | | |
| | | TOTALS | 1 | 2 | 4 | 3 | 105 | 95 | 210 | 110 | 100 |
| North American Security | N | Black/African American | | | | | 12 | 3 | 15 | | |
| | | Hispanic/Latino | 1 | | 2 | 2 | 33 | 3 | 41 | | |
| | | Asian or Pacific Islander | | | | 2 | 18 | 4 | 24 | | |
| | | Amer. Indian/Alaska Native | | | | | | | 0 | | |
| | | Filipino American | | | | | 20 | | 20 | | |
| | | White | 1 | 1 | 2 | | 18 | 1 | 23 | | |
| | | TOTALS | 2 | 1 | 4 | 4 | 101 | 11 | 123 | 107 | 16 |
| General Security | N | Black/African American | | | | 1 | 34 | 4 | 39 | | |
| | | Hispanic/Latino | | | 1 | 2 | 14 | 1 | 18 | | |
| | | Asian or Pacific Islander | | | | | 5 | 1 | 6 | | |
| | | Amer. Indian/Alaska Native | | | | | | | 0 | | |
| | | Filipino American | | | | | | | 0 | | |
| | | White | 2 | | 3 | 1 | 30 | 6 | 42 | | |
| | | TOTALS | 2 | 0 | 4 | 4 | 83 | 12 | 105 | 89 | 16 |
| International Services, Inc. | N | Black/African American | | | 6 | 6 | 239 | 145 | 396 | | |
| | | Hispanic/Latino | | | 8 | 1 | 407 | 247 | 663 | | |
| | | Asian or Pacific Islander | | | | | 166 | 44 | 210 | | |
| | | Amer. Indian/Alaska Native | | | | | | | 0 | | |
| | | Filipino American | | | | | | | 0 | | |
| | | White | 1 | | 6 | 1 | 161 | 79 | 248 | | |
| | | TOTALS | 1 | 0 | 20 | 8 | 973 | 515 | 1517 | 994 | 523 |

M = minority; W = women; D = disadvantaged; DV = disabled veterans

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

## PART ONE – GENERAL CONDITIONS

### 1.1 INTRODUCTION

**1.1.1 Parties.** This Contract is entered into by and between the County of Los Angeles (the "County") and North American Security, Inc. (the "Contractor").

**1.1.2 Recitals.** The 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, including but not limited to those in Sections 3.2, 3.3, 3.4, 3.6, 3.21 and 3.31 and in Form P-1 (Offer to Perform/Price Proposal) and Form P-2 (Proposer's Staffing/Work Plan) are true and correct. The Contractor further represents that the express representations, certifications, assurances and warranties given by the Contractor in response to the Request for Proposals are true and correct, including but not limited to Forms P-3, P-4, P-5, P-6, P-7, P-8, P-9, P-10 and P-11, submitted with the Contractor's Proposal.

**1.1.3 Effective Date.** The effective date of this Contract shall be the later of December 1, 2006 or the date of Board approval.

**1.1.4 Contract Provisions.** The Contract is comprised of this Part 1 (General Conditions), Part 2 (Statement of Work), Part 3 (Standard Contract Terms and Conditions), Form P-1 (Offer to Perform/Price Proposal), and Form P-2 (Proposer's Staffing/Work Plan), all of which are attached to this Contract and incorporated by reference. It is the intention of the parties that when reference is made in this Contract to the language of the Request for Proposals (RFP), the Exhibits or the Proposal, such language shall be deemed incorporated in the Contract as if fully set forth. To the extent there is any inconsistency between the language in Forms P-1 and P-2 and any other part of the Contract, the language of such other part of the Contract shall prevail.

**1.1.5 Work to be Performed.** Contractor shall perform the work set forth in Part 2, Statement of Work.

**1.1.6 Rescission.** The County may rescind the Contract for the Contractor's misrepresentation of any of the matters mentioned in Section 1.1.2. In the case of a misrepresentation of the facts set forth in Section 3.7, 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.

**1.1.7 Supplemental Documents.** Prior to commencing services under the Contract, the selected Proposer shall provide the Contract Administrator with satisfactory written proof of insurance complying with Section 3.9.

### 1.2 INTERPRETATION OF CONTRACT

**1.2.1 Headings.** The headings contained in the Contract are for convenience and reference only. They are not intended to define or limit the scope of any provision of the Contract.

**1.2.2 Definitions.** The following words shall be construed to have the following meanings, unless otherwise apparent from the context in which they are used.

*Board, Board of Supervisors.* The Board of Supervisors of Los Angeles County.

*Chief Deputy.* The Chief Deputy of the Department.

*Contract.* An agreement for performance of the work between the selected Proposer and the County, approved by the Board of Supervisors, which incorporates the items enumerated in Section 1.1.4.

*Contract Administrator (CA).* The Chief, Community and Marketing Services Division or a designated representative.

*Contractor(s).* The Proposer(s) whose Proposal is accepted by the Board of Supervisors for performance of the Contract work.

*Contract Period.* The period commencing on the effective date of the Contract and expiring on November 30, 2009, and thereafter, each succeeding twelve-month period over the remaining term including the optional years.

*County.* The County of Los Angeles.

*County Counsel.* The Los Angeles County Counsel.

*Department.* The Los Angeles County Department of Beaches and Harbors.

*Director.* The Director of the Department.

*Offer to Perform.* Form P-1 of the Contract.

*Performance Standard.* The essential terms and conditions for the performance of the Contract work as defined in the Contract.

*Proposer.* Any person or entity authorized to conduct business in California who submits a Proposal.

*Request for Proposals (RFP).* The solicitation to this Contract issued September 6, 2006.

*Subcontractor.* A person, partnership, company, corporation, or other organization furnishing supplies or services of any nature, equipment, or materials to the Contractor, at any tier, under written agreement.

*Daily Patrol Log/Description of Work.* An agreement, subordinate to the Contract, incorporating all of its terms and conditions, by which the Contractor is authorized to perform specific tasks outlined in the Daily Patrol Log/Description of Work. See Exhibit 4.

## 1.3 CONTRACT TERM

**1.3.1 Initial Term.** The initial Contract term shall commence on the later of December 1, 2006 or the date of approval of the Contract by the Board of Supervisors and expiring on November 30, 2009.

**1.3.2 Two One-Year Extension Options.** If 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. The Director may exercise the first option by notifying the Contractor(s) in writing before the Contract expiration date. The Director may exercise the second option by notifying the Contractor(s) in writing before the expiration of the first optional Contract Year.

**1.3.3 Extension to Complete Emergent/As Needed Services.** The Director may extend the Contract term or any optional Contract Year on a month-to-month basis subject to the Contract's terms and conditions, but only to allow the Contractor to complete emergent/as-needed services approved before the expiration of the Contract term or optional Contract Year. Such extensions are further subject to the availability of funds in the Department's budget. Up to 12 such one-month extensions may be granted, which shall be effective only if executed in writing by the Director or Chief Deputy.

**1.3.4 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.

## 1.4 COMPENSATION

**1.4.1 Contract Sum.** The net amount the County shall expend from its own funds during any Contract year for armed security guard services among all Contractors shall not exceed $186,752.25. The County may at its discretion expend any portion, all or none of that amount. However, aggregate annual payments for armed security guard services may exceed the aforementioned $186,752.25 to the extent that a lessee or other third party is obligated to reimburse the County for its armed security guard services.

**1.4.2 Increase of Contract Sum by Director.** Notwithstanding Section 1.4.1, the Director may, by written notice to the Contractor(s), increase the $186,752.25, which is not subject to reimbursement from lessees or other third parties by up to 20 percent in any year of the Contract or any extension period, subject to the

availability of funds in the Department's budget. Such increases shall not be cumulative.

**1.4.3 Compensation Payable Only Under Completion of Items Description of Work at Quoted Hourly Rates.** Not- withstanding any other provisions of this Contract, no compensation shall be paid unless and until the Contractor has performed work for the Department in accordance with the terms of the Statement of Work and the Daily Patrol Log/Description of Work (Exhibit 4) issued under the Contract and executed by the Director or the Chief Deputy Director. Compensation for all work shall be at Contractor's hourly rate(s) of pay as quoted on Form P-1, and shall be subject to Sections 1.4.1 and 3.1.

**1.4.4 Contractor's Invoice Procedures.**

**1.4.4.1** The Contractor shall submit an invoice to the Department on or before the fifteenth day of each month for compensation earned during the preceding calendar month. The Contractor shall submit two copies of each invoice. Invoices shall identify the Contract number and shall itemize dates and hours of work performed, type of work performed, person performing the work, hourly rate for such person, and other information necessary to calculate the payment for the work.

**1.4.6.2** If the Work Order requires delivery of a report or other written product, fifty percent of all amounts due under the Work Order shall be withheld until receipt and acceptance by the CA of the report or other matter. The Contractor's monthly invoice shall show the amount earned subject to such withholding, the deduction for the amount to be withheld, and the net amount currently payable by the County.

**1.4.6.3** Upon the Department's receipt and the CA'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.

**1.4.6.4** Upon completion of the reports or other deliverable items identified in the Statement of Work, the Contractor shall deliver them with an invoice for the amounts withheld pending their receipt and acceptance. Upon their receipt and approval by the CA, the County shall pay the amounts withheld, provided that the County's maximum obligation for the contract amount is not exceeded. Approval or rejection of reports and other deliverable items identified Statement of Work shall not be unreasonably withheld and shall not exceed four weeks from the date of their receipt by the County.

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

## PART TWO – STATEMENT OF WORK

### 2.1 GENERAL REQUIREMENTS

**2.1.1 Contractor's Responsibility**. Subject to Section 2.5, 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.

**2.1.2 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 Contractor's Proposal.

**2.1.3 Contractor's Office**. The Contractor shall maintain an address within the County at which its officers or owners may be contacted personally and by mail. The Contractor shall maintain a telephone listing in the public telephone directory in the name by which the Contractor conducts business. The office shall be staffed during normal business hours by at least one employee who can respond to inquiries and complaints that may be received about the Contractor's performance of the Contract work.

**2.1.4 Communication with Department**. The Contractor shall maintain communication systems that will enable the Department and the RV Park manager and Burton Chace Park manager 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 Department, Burton Chace Park manager and the RV Park manager. The Contractor shall return calls not later than the next business day and within one hour if the call is designated urgent.

**2.1.5 Damage to County Property**. County property damaged by the Contractor's employees shall be repaired or replaced by the Contractor within the time specified by the CA. If the Contractor fails to replace or repair damaged property as directed, the CA may deduct the cost for the County to replace or repair the damaged property from the Contract payment.

**2.1.6 Service Area.**
The Service Area and facilities within it to be patrolled by the Contractor are illustrated in Exhibits 1 and 2. The facilities within these areas include:

Service Area 1 - Dockweiler.

The facilities within this area include:
- the RV park, with three shower/restroom buildings;
- the access road;
- the RV park entrance gate and RV park manager's building;
- Dockweiler lots 1,2, and 3 and adjacent restrooms;
- the bicycle path;
- the Bluff Parking lot;
- the Grand Parking lot;
- the 62nd Street Parking Lot;
- the bike rental storage container;
- the lifeguard headquarters building; and
- the DBH maintenance building;

Service Area 2 - Marina del Rey.

The facilities within this area include:
- Burton Chace Park & Restroom Facilities;
- Park Perimeter;
- Community Room and Office Structure;
- Transient Docks;
- The Boathouse/Docks;
- Parking Lots;
- Park Green Belt Areas;
- Picnic Shelters and Pergolas;
- Water Program Storage Compound;
- Via Dolce Service Yard

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

### 2.2 CONTRACTOR'S STAFF

**2.2.1 Contractor's Representative (CR)**

**2.2.1.1** The Contractor shall designate a full-time employee as Contractor's Representative (CR) who shall be responsible for Contractor's day-to-day activities related to the work.

**2.2.1.2** The CR shall be available to the County Contract Administrator on reasonable telephone notice each business day and at other times as required by the work.

**2.2.1.3** The Contractor may designate himself or herself as the Contractor's Representative.

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

**2.2.1.5** The CR shall make inspections, answer questions, resolve problems, respond to emergencies, keep logs, approve reports and report problem resolution to the CA within 24 hours of incidents. Immediate response/report is required by the CR to the CA in emergency situations. These will be delineated at the pre-job meeting upon contract award and are addressed further in section 2.8.4.

**2.2.2 Supervisor.** The Contractor shall provide a supervisor to assure satisfactory performance of the Contract work by the employees who are assigned to perform the work. The CR may also act as the supervisor.

**2.2.3 Security Officers.** The Contractor shall assign only security officers who have satisfactorily completed the State of California Security Training requirements for security officers. The security officers shall possess at all times while on duty the following valid licenses and certifications:

- Current, valid, California Department of Consumer Affairs Security Guard registration card;
- Current, valid, California Department of Consumer Affairs Firearms permit;
- Current, valid California Class "3" Drivers License;
- Current, valid, California Department of Consumer Affairs Bureau of Security and Investigative Services (BSIS) Baton Permit (or proof of active peace officer status);
- Current Cardiopulmonary Resuscitation (CPR) Card; and
- Current First Aid Card.

**2.2.4 Acceptability of Contractor's Staff; Duty to Disclose Criminal Record Information.** The Department reserves the right to conduct at the Contractor's expense background investigations on any person who is assigned to perform the Contract work. The Contractor and any employee assigned to this Contract shall be under a continuing obligation to disclose any prior or subsequent criminal record information to the County.

**2.2.5 Changes in Key Contractor Personnel.** No change in the personnel who are assigned by the Contractor to perform the Contract work shall be made without the prior approval of the Contract Administrator (CA).

**2.3 COUNTY CONTRACT ADMINISTRATOR(S) (CA)**

**2.3.1 CA's Authority.** The Department shall appoint a Contract Administrator(s) (CA) who shall have the authority to act for the County in the administration of the Contract except where action of the Director or another official is expressly required by the Contract.

**2.3.2 CA's Responsibility.** 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.

**2.3.3 CA to Approve Work.** The Contractor's work shall be subject to the CA's acceptance and approval, which shall be neither unreasonably withheld nor dependent on the Contractor's professional judgments.

**2.3.4 CA Not to Modify Contract.** 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.

**2.4 LICENSES.** 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 officer; and
- Federal Communications Commission Radio

Equipment Operation License if required for the operation of Contractor's communication system.

## 2.5 FACILITIES AND EQUIPMENT FURNISHED BY COUNTY

**2.5.1** The County will provide the facilities and equipment described in this Section 2.5 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.

**2.5.2 Security Post.** The County will provide the Contractor with a central security post, located in the entrance kiosk of the parking facility at Dockweiler State Beach. 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 daily sign-in sheets. The Contractor shall reimburse the County or its designee for all telephone calls made by the security officers from the security post immediately when presented with an itemized copy of the monthly telephone bill.

**2.5.3 Keys and Gate Cards.**

**2.5.3.1** The County will provide the Contractor with all keys and gate cards that are required to gain access to the Service Areas.

**2.5.3.2** The CR shall report any lost or stolen key or gate cards to the CA within 24 hours of discovery of its loss.

**2.5.3.3** The Contractor shall reimburse the County for the cost of either re-keying or duplicating additional keys as determined by the CA.

**2.5.3.4** All key and gate cards shall be returned to the CA upon Contract termination.

**2.5.3.5** 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.

**2.6 EQUIPMENT FURNISHED BY CONTRACTOR.** The equipment furnished by the Contractor shall include, but is not limited to the following:

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

**2.6.2 Security Officer Equipment.** Each security officer 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.
- Side Handle Baton with Baton Ring.
- 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) speedy 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, 6 rounds, .38 Smith and Wesson Special, 125 grain Jacketed or Semi-jacketed Hollow Point ammunition only; or

- 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 OFFICER WHILE ON DUTY OR ON ANY LOS ANGELES COUNTY FACILITY OR PROPERTY.**

- Armed security officers 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.

- Each armed security officer 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.

**2.6.3 Photo ID.** The Contractor shall furnish and require every on-duty security officer to wear a visible photo identification card identifying the security officer by name and company. The ID card shall be approved by the CA.

**2.6.4 Detex Clock**

**2.6.4.1** The Contractor shall provide two (2) Detex clocks and eleven (11) Detex clock keys not later than the fifteenth day after approval of the Contract by the Board of Supervisors. The Detex clock and keys shall be approved by the CA prior to installation. Exhibit 4, Daily Patrol Log/Description of Work will detail where the keys are to be located.

**2.6.4.2** Each key shall be alpha or numeric in sequence and no two keys shall be the same.

**2.6.4.3** The Contractor shall maintain the Detex clocks in good working order and shall assure that the clocks timing mechanism is not accessible to unauthorized time adjustments.

**2.6.4.4** Dials shall be available at the Contractor's office for County inspection.

**2.6.4.5** The County reserves the right to require additional Detex key stations.

**2.6.4.6** Detex clocks and keys shall remain the property of the Contractor and shall be removed upon termination of the Contract.

**2.6.5 Patrol Vehicles**

**2.6.5.1** The Contractor shall provide two patrol vehicles with current DMV registration to perform the Contract work.

**2.6.5.2** 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. The size, color, and format of any new identifying sign that may be placed on a vehicle by the Contractor shall be subject to the CA's prior approval, which shall not be unreasonably

withheld.

**2.6.5.3** 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.

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

**2.6.5.5** The patrol vehicle shall be equipped with the following equipment:

- Radio, Nextel or equivalent wireless communication equipment satisfactory to the CA;
- Spotlight with 1/2 mile illumination range;
- Fully charged fire extinguisher;
- Emergency road repair equipment including jack and spare tire;
- First aid kit; and
- Outside public address capability.

**2.6.6 Two-Way Communication Devices** Contractor shall provide two (3) two-way radios or Nextel or equivalent wireless communication devices satisfactory to the CA with a range of ten miles.

## 2.7 SERVICES TO BE PROVIDED

**2.7.1 Patrol Hours and Staffing.** The Contractor shall assign two security officers to Area 1- Dockweiler and adjacent facilities from 10:00 p.m. to 6:00 a.m. and one security officer to Area 2- the Marina del Rey area between the hours of 7:00 p.m. to 6:00 a.m., or such other hours as the Director may designate, seven days a week, including Holidays.

**2.7.2 Security Officer Task List.** The security officers provided by the Contractor shall perform the tasks specified in Exhibit 4 and any others required by the CA, which are within the scope of the work.

**2.7.3 Training Requirements.** Contractor shall furnish, and Contractor's security officers must successfully complete before commencing patrol duties, a basic training course which provides the subject matter, class time and topics described in Exhibit 3.

**2.7.4 Other Duties.** Perform other duties within the scope of the Contract as required by the Director.

## 2.8 LOGS AND REPORTS

**2.8.1 Sign-In Sheets.** Contractor shall ensure the security officers to sign in and out at the beginning and end of each shift at the security posts. The security post for Area 1, Dockweiler, will be located at the entrance kiosk of the parking facility at Dockweiler. The 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 daily sign-in sheets.

**2.8.2 Contractor to Make Monthly Reports** The Contractor shall report to the CA on a monthly basis in writing, providing a summary of the services rendered and matters delivered during the period, the charge for the services rendered, the balance of funds remaining under the Contract and the names, titles, hourly rates and hours worked of each security officer. A copy of the Detex clock record shall be attached. The report shall be delivered with the Contractor's monthly invoice.

**2.8.3 Daily Patrol Log.** The Contractor shall maintain a daily patrol log attached as Exhibit 4, Daily Patrol Log/Description of Work. This log shall include the name of the security officers, date, starting and ending times, certification activities listed were 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

**2.8.4 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 officers or others, bodily injury, use of force by security officers or others, active involvement by fire, 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.

**2.8.5 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 2.8.4.

**2.8.6 Complaint Log.** The Contractor shall maintain a log of all complaints received directly from the public or forwarded to 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 by the Contractor or the reason for not acting. A copy of any written complaint and its resolution shall be submitted to the CA no later than 10 working days from Contractor receipt of the complaint. An updated copy of the complaint log will be forwarded 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.

**2.8.7 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 the previous months' incidents reported in the patrol log and incident reports and their disposition.

**2.8.8 Nightly RV Park Entries.** The officers on duty shall maintain a log of vehicles and persons admitted to the RV Park during the shift hours as directed by the CA.

## 2.9 QUALITY ASSURANCE

**2.9.1. Performance Evaluation.** The County or its agent will evaluate Contractor's performance under this agreement on not less than an annual basis. Such evaluation will include assessing Contractor's compliance with all contract terms and performance standards. Contractor deficiencies which the County determines are severe or continuing and that may place performance of the agreement 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 Contractor. If improvement does not occur consistent with the corrective action measures, County may terminate this agreement or impose other penalties as specified in this agreement.

**2.9.2. Contractor's Quality Control Plan.** The Contractor shall comply with Contractor's Quality Control Plan, 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.

**2.9.3. County's Quality Assurance Plan**

**2.9.3.1** The methods and standards by which Contractor's performance shall be evaluated include, but are not limited to, those described in the Performance Requirement Summary Chart (Exhibit 7).

**2.9.3.2** Contractor's compliance with the Performance Standard identified in Exhibit 7 shall be evaluated annually as provided in Section 2.9.1.

**2.9.3.3** The Contractor agrees to and accepts the provisions of the Performance Standard, including, but not limited to, the sums set forth as liquidated damages for unacceptable performance.

**2.9.3.4** Failure to perform the Contract in accordance with the Performance Standard is considered unacceptable. The CA may issue a Discrepancy Report (DR) to the Contractor in any incident of failure to comply with the Performance Standard or other unacceptable performance. In the case of continuing deficiencies, the CA may issue a separate DR each day the deficiency continues.

**2.9.3.5** The Contractor shall immediately correct unacceptable performance and shall explain in writing within three days of the date of the DR what caused the unacceptable performance, how and when performance will be returned to acceptable levels, and how the unacceptable performance will be prevented in the future. After considering the incident, the Contractor's

statement and any history of unacceptable performance, the Director may excuse the incident, assess and collect liquidated damages in the manner and amount described in Exhibit 7 or proceed with Contract termination as provided in Section 3.16.

### 2.9.4 Liquidated Damages

**2.9.4.1** In any case of the Contractor's failure to meet the performance requirements stated in Exhibit 7, the County may, in lieu of other remedies provided by law or the Contract, assess liquidated damages in the sums specified in Exhibit 7 and deduct them from the next regularly scheduled payment to the Contractor. However, neither the provision of a sum of liquidated damages for nonperformance or inadequate performance nor the County's acceptance of liquidated damages shall be construed to waive the County's right to reimbursement for damage to its property or indemnity against third-party claims.

**2.9.4.2** The amounts of liquidated damages have been set in recognition of the following circumstances existing at the time of the formation of the Contract:

- All the time limits and acts required to be done by both parties are of the essence of the Contract;
- The parties are both experienced in performance of the Contract work;
- The Contract contains a reasonable statement of the work to be performed in order that the expectation of the parties to the Contract are realized. The expectation of the County is a savings in the cost of work previously performed by employees of the County, while the expectation of the Contractor is a realization of a profit through the ability to perform the Contract work in accordance with the terms and condition of the Contract at the Proposal price;
- The parties are not under any compulsion to Contract;
- The Contractor's acceptance of the assessment of liquidated damages against it for unsatisfactory and late performance is by agreement and willingness to be bound as part of the consideration being offered to the County for the award of the Contract;
- Except where the County has incurred the cost of obtaining substitute performance or terminating the Contract, it would be difficult for the County to prove whether a failure to perform the Contract work for which a liquidated sum has been provided in Exhibit 7 will have resulted in a loss of its savings in the costs of the work to be performed; and
- The liquidated sums specified in Exhibit 7 represent a fair approximation of the damages incurred by the County resulting from the Contractor's failure to meet the performance standard as to each item for which an amount of liquidated damages is specified.

**2.9.3.6** Insurance shall never be allowed to lapse. Proof of insurance shall comply with Contract requirements in all respects, including but not limited to state authorization of insurer, presence of each required coverage, and policy limits.

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

## PART THREE – STANDARD CONTRACT TERMS AND CONDITIONS

### 3.1 LIMITATION OF COUNTY'S OBLIGATION IN CASE OF NONAPPROPRIATION OF FUNDS

**3.1.1** The County's obligation is payable only and solely from funds appropriated for the purpose of this Contract. All funds for payment after June 30th of any fiscal year are subject to County's legislative appropriation for this purpose. Payments during subsequent fiscal periods are dependent upon the same action.

**3.1.2** In the event this Contract extends into succeeding fiscal year periods, and if the governing body appropriating the funds does not allocate sufficient funds for the next succeeding fiscal year's payments, then the services shall be terminated as of June 30th of the last fiscal year for which funds were appropriated.

### 3.2 NONDISCRIMINATION IN EMPLOYMENT

**3.2.1** The Contractor shall take affirmative action to ensure that qualified applicants are employed, and that employees are treated equally during employment, without regard to their race, color, religion, sex, ancestry, age, physical disability, marital status, political affiliation, or national origin. Such action shall include, by way of example without limitation: employment; upgrading; recruitment or recruitment advertising; demotion or transfer; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

**3.2.2** The Contractor certifies and agrees that all persons employed by the Contractor, its affiliates, subsidiaries or holding companies, are and will be treated equally by the employer without regard to or because of race, color, religion, sex, ancestry, age, physical disability, marital status, political affiliation, or national origin, and in compliance with all antidiscrimination laws of the United States of America and the State of California.

**3.2.3** The Contractor certifies and agrees that it will deal with its Subcontractors, bidders, or vendors without regard to their race, color, religion, sex, ancestry, age, physical disability, marital status, political affiliation, or national origin.

**3.2.4** The Contractor shall allow the County access to its employment records during regular business hours to verify compliance with these provisions when requested by the County.

**3.2.5** If the County finds that any of the above provisions have been violated, the same shall constitute a material breach of contract upon which the County may determine to terminate the Contract. While the County reserves the right to determine independently that the antidiscrimination provisions of the Contract have been violated, a final determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that the Contractor has violated state or federal antidiscrimination laws shall constitute a finding on which the County may conclusively rely that the Contractor has violated the antidiscrimination provisions of the Contract.

**3.2.6** The parties agree that in the event the Contractor violates the antidiscrimination provisions of the Contract, the County shall at its option be entitled to a sum of five hundred dollars ($500) pursuant to Section 1671 of the California Civil Code as damages in lieu of terminating the Contract.

**3.3 ASSURANCE OF COMPLIANCE WITH CIVIL RIGHTS LAWS.** The Contractor hereby assures it will comply with all applicable federal and state statutes to the end that no person shall, on the grounds of race, religion, ancestry, color, sex, age, physical disability, marital status, political affiliation or national origin, be excluded from participation in, be denied the benefits of, nor be otherwise subjected to discrimination under the Contract or under any project, program, or activity supported by the Contract.

**3.4 COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS**

**3.4.1** The Contractor agrees to comply with all applicable federal, state, County and city laws, rules, regulations, ordinances, or codes, and all provisions required by these laws to be included in the Contract are incorporated by reference.

**3.4.2** The Contractor warrants that it fully complies with all statutes and regulations regarding the employment eligibility of foreign nationals; that all persons performing the Contract work are eligible for employment in the United States; that it has secured and retained all required documentation verifying employment eligibility of its personnel; and that it shall secure and retain verification of employment eligibility from any new personnel in accordance with the applicable provisions of law.

**3.4.3** The Contractor agrees to indemnify and hold the County harmless from any loss, damage or liability resulting from a violation on the part of the Contractor of such laws, rules, regulations or ordinances.

**3.5 GOVERNING LAW.** The Contract shall be construed in accordance with and governed by the laws of the State of California.

**3.6 COVENANT AGAINST CONTINGENT FEES**

**3.6.1** The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure the Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies under contract with the Contractor for the purpose of securing business.

**3.6.2** The County shall have the right to terminate the Contract for a breach of this warranty, and, at its sole discretion, recover from the Contractor by way of such means as may be available the full amount of any commission, percentage, brokerage or contingent fee paid.

**3.7 TERMINATION FOR IMPROPER CONSIDERATION**

**3.7.1** 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 Contractor, either directly or through an intermediary, to any County officer, employee or agent with the intent of securing the Contract or securing favorable treatment with respect to the award, amendment or extension of the Contract or the making of any determinations with respect to the Contractor's performance pursuant to the 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.

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

**3.7.3** The Contractor shall immediately report any attempt by a County officer, employee or agent 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 (213) 974-0914 or (800) 544-6861.

**3.8 INDEMNIFICATION.** The Contractor shall indemnify, defend and hold harmless the County and its Special Districts, elected and appointed officers, employees and agents ("County") 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 or connected with Contractor's operations or its services, which result from bodily injury, death, personal injury, or property damage (including damage to Contractor's property). Contractor shall not be obligated to indemnify for liability and expense ensuing from the active negligence of the County.

**3.9 INSURANCE**

**3.9.1 General Insurance Requirements.** Without limiting the Contractor's indemnification of the County and during the term of this Contract, the Contractor shall provide and maintain, and shall require all of its Subcontractors to maintain, the programs of insurance specified in this Contract. Such insurance shall be primary to and not contributing with any other insurance or self-

insurance programs maintained by the County, and such coverage shall be provided and maintained at the Contractor's own expense.

**3.9.2 Evidence of Insurance.** Certificate(s) or other evidence of coverage satisfactory to the County shall be delivered to the Department of Beaches and Harbors, Contract Section, 13837 Fiji Way, Marina del Rey CA 90292 prior to commencing services under this Contract. Such certificates or other evidence shall:

(1) Specifically identify this Contract;

(2) Clearly evidence all coverages required in this Contract;

(3) Contain the express condition that the County is to be given written notice by mail at least 30 days in advance of cancellation for all policies evidenced on the certificate of insurance;

(4) Include copies of the additional insured endorsement to the commercial general liability policy, adding the County of Los Angeles, its Special Districts, its officials, officers and employees as insureds for all activities arising from this Contract; and

(5) Identify any deductibles or self-insured retentions for County's approval. The County retains the right to require the Contractor to reduce or eliminate such deductibles or self-insured retentions as they apply to the County, or require the Contractor to provide a bond guaranteeing payment of all such retained losses and related costs, including, but not limited to, expenses or fees, or both, related to investigations, claims administrations and legal defense. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

**3.9.3 Insurer Financial Rating.** Insurance is to be provided by an insurance company acceptable to the County with an A.M. Best rating of not less than A:VII, unless otherwise approved by the County.

**3.9.4 Failure to Maintain Coverage.** Failure by the Contractor to maintain the required insurance or to provide evidence of insurance coverage acceptable to the County shall constitute a material breach of the Contract upon which the County may immediately terminate or suspend this Contract. The County, at its sole option, may obtain damages from the Contractor resulting from said breach. Alternatively, the County may purchase such required insurance coverage and, without further notice to the Contractor, the County may deduct from sums due to the Contractor any premium costs advanced by the County for such insurance.

**3.9.5 Notification of Incidents, Claims or Suits.** Contractor shall report to County:

(1) Any accident or incident related to services performed under this Contract which involves injury or property damage which may result in the filing of a claim or lawsuit against Contractor and/or County. Such report shall be made in writing within 24 hours of occurrence;

(2) Any third party claim or lawsuit filed against Contractor arising from or related to services performed by Contractor under this Contract;

(3) Any injury to a Contractor employee that occurs on County property. This report shall be submitted on a County "Non-employee Injury Report" to the County CA; and

(4) Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of County property, monies or securities entrusted to Contractor under the terms of this Contract.

**3.9.6 Compensation for County Costs.** In the event that Contractor fails to comply with any of the indemnification or insurance requirements of this Contract, and such failure to comply results in any costs to the County, Contractor shall pay full compensation for all costs incurred by the County.

**3.9.7 Insurance Coverage Requirements for Subcontractors.** Contractor shall ensure any and all Subcontractors performing services under this Contract meet insurance requirements of this Contract by either Contractor providing evidence to the CA of insurance covering the activities of Subcontractors, or Contractor providing evidence to the CA submitted by Subcontractors evidencing that Subcontractors maintain the required insurance coverage. The County retains the right to obtain copies of evidence of Subcontractor insurance coverage at any time.

**3.9.8 Insurance Coverage Requirements.** The Contractor shall maintain the insurance coverages specified in this Section 3.9.8 in the amounts specified.

**3.9.8.1** General liability insurance (written on ISO policy form CG 00 01 or its equivalent) with limits of not less than the following:

| | |
|---|---|
| General Aggregate: | $2 million |
| Products/Completed Operations Aggregate: | $1 million |
| Personal & Advertising Injury: | $1 million |
| Each Occurrence: | $1 million |

**3.9.8.2** Automobile liability insurance (written on ISO policy form CA 00 01 or its equivalent) with a limit of liability of not less than $1 million for each accident. Such insurance shall include coverage for all "owned", "hired" and "non-owned" vehicles, or coverage for "any auto".

**3.9.8.3** Workers' Compensation and Employers' Liability insurance providing Workers' Compensation benefits as required by the Labor Code of the State of California or by any other state, and for which Contractor is responsible. If Contractor's employees will be engaged in maritime employment, coverage shall provide workers compensation benefits as required by the U.S. Longshore and Harbor Workers' Compensation Act, Jones Act or any other federal law for which Contractor is responsible. In all cases, the above insurance also shall include employers' liability coverage with limits of not less than the following:

| | |
|---|---|
| Each Accident: | $1 million |
| Disease – policy limit: | $1 million |
| Disease – each employee: | $1 million |

**3.9.8.4 Professional Liability.** Insurance covering liability arising from any error, omission, negligent or wrongful act of the Contractor, its officers or employees with limits of not less than $1 million per occurrence and $3 million aggregate. The coverage also shall provide an extended two-year reporting period commencing upon termination or cancellation of this Contract.

## 3.10 STATUS OF CONTRACTOR'S EMPLOYEES; INDEPENDENT STATUS OF CONTRACTOR

**3.10.1** Contractor shall at all times be acting as an independent contractor. The Contract 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 Contractor.

**3.10.2** Contractor understands and agrees that all of Contractor's personnel who furnish services to the County under the Contract are employees solely of Contractor and not of County for purposes of Workers' Compensation liability.

**3.10.3** Contractor shall bear the sole responsibility and liability for furnishing Workers' Compensation benefits to Contractor's personnel for injuries arising from or connected with the performance of the Contract.

## 3.11 RECORD RETENTION AND INSPECTION

**3.11.1** The Contractor agrees that the County or any duly authorized representative shall have the right to examine, audit, excerpt, copy or transcribe any transaction, activity, time card, cost accounting record, financial record, proprietary data or other record pertaining to the Contract. Contractor shall keep all such material for four years after the completion or termination of the Contract, or until all audits are complete, whichever is later.

**3.11.2** If any such records are located outside the County of Los Angeles, the Contractor shall pay the County for travel and per diem costs connected with any inspection or audit.

## 3.12 AUDIT SETTLEMENT

**3.12.1** If, at any time during the term of the Contract or at any time after the expiration or termination of the Contract, authorized representatives of the County conduct an audit of the Contractor regarding performance of the Contract and if such audit finds that the County's obligation for the Contract payment is less than the payments made by the County to the Contractor, then the Contractor agrees that the difference shall be either paid forthwith by the Contractor, or at the Director's option, credited

to the County against any future Contract payments.

3.12.1.1 If such audit finds that the County's obligation for the Contract payment is more than the payments made by the County to the Contractor, then the difference shall be paid to the Contractor by the County, provided that in no event shall the County's maximum obligation under the Contract exceed the funds appropriated by the County for the purpose of the Contract.

**3.13 VALIDITY.** The invalidity in whole or in part of any provision of the Contract shall not void or affect the validity of any other provision.

**3.14 WAIVER.** No waiver of a breach of any provision of the Contract by either party shall constitute a waiver of any other breach of the provision. Failure of either party to enforce a provision of the Contract at any time, or from time to time, shall not be construed as a waiver of the provision or any other provision. The Contract remedies shall be cumulative and additional to any other remedies in law or in equity.

**3.15 DISCLOSURE OF INFORMATION**

**3.15.1** The Contractor shall not disclose any details in connection with the Contract or any work performed under the Contract to any third party, except as may be required by law or as expressly authorized in writing by the Director.

**3.15.2** However, recognizing the Contractor's need to identify its services and clients, the Contractor may publicize the Contract work, subject to the following limitations:

(1) All publicity shall be presented in a professional manner.

(2) The name of the County shall not be used in commercial advertisements, press releases, opinions or featured articles, without the prior written consent of the Director. The County shall not unreasonably withhold written consent, and approval by the County shall be deemed to have been given in the absence of objection by the County within two (2) weeks after receipt by the CA of the material submitted by the Contractor for approval by the County.

(3) The Contractor may list the County in any other proposal submitted in response to a request for proposals or bids from a third party without prior written permission of the County.

**3.16 COUNTY'S REMEDIES FOR DEFAULT**

**3.16.1** If the Contractor fails to perform the Contract work in accordance with the covenants, terms and conditions of the Contract or fails to comply with any other material covenant, term or condition of the Contract, the County may, by written notice of default to the Contractor, terminate the whole or any part of the Contract. Nothing in this Section 3.16 shall prevent the County from recovering any and all damages arising from the default. The County may elect not to terminate the Contract without waiving its right to such recovery.

**3.16.2** Contractor shall have ten (10) calendar days from written notification of default in which to cure the default. The County, in its sole discretion, may by written notice allow a longer or additional period for cure.

**3.16.3** If the Contractor does not cure the default within the time specified by the notice of default or written extension of time, the Contract shall be terminated. In such event, all finished or unfinished documents, data and reports prepared by the Contractor under this Contract shall be transferred immediately to the County.

**3.16.4** In the event the County terminates the Contract in whole or in part for the Contractor's default, the County may procure replacement services from a third party or by County's employees upon such terms and in such manner as the County deems appropriate. The Contractor shall be liable to the County for any excess costs arising from the use of replacement services. Excess costs shall consist of those costs incurred by the County in procuring replacement services, which exceed the costs the County would have been obligated to pay the Contractor for the services in question. The Contractor shall continue performance of any part of the Contract work not terminated.

**3.16.5** Except with respect to defaults of Subcontractors, the Contractor shall not be liable for any excess costs if the failure to perform arises out of causes beyond the control

and without the fault or negligence of the Contractor. Such causes may include, but are not restricted to, acts of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of the federal and state governments in their sovereign capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargos, and unusually severe weather. If the failure to perform is caused by the default of a Subcontractor arising from causes beyond the control of both Contractor and Subcontractor, and without the negligence of either of them, the Contractor shall not be liable for any excess costs for failure to perform unless the Contractor had sufficient time to obtain performance from another party.

**3.16.6** If, after termination, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the Contract were terminated pursuant to Section 3.18 (Termination for Convenience of the County).

**3.16.7** The rights and remedies of the County provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under the Contract.

## 3.17 DEFAULT FOR INSOLVENCY

**3.17.1** Notwithstanding the provisions of Section 3.16, the County may cancel the Contract for default without giving the Contractor written notice of default and time to cure upon the occurrence of any of the following events:

(1) The Contractor becomes insolvent. The Contractor shall be deemed to be insolvent if it has ceased to pay its debts in the ordinary course of business or cannot pay its debts as they become due, whether it has committed an act of bankruptcy or not, whether it has filed for federal bankruptcy protection and whether it is insolvent within the meaning of the federal bankruptcy law.

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

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

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

**3.17.2** The rights and remedies of the County provided in this section shall not be exclusive and are in addition to any rights and remedies provided by law or under the Contract.

## 3.18 TERMINATION FOR CONVENIENCE OF THE COUNTY

**3.18.1** The performance of the Contract work may be terminated in whole or in part from time to time when such action is deemed by the County to be in its best interest, subject to delivery to the Contractor of a ten (10) day advance notice of termination specifying the extent to which the Contract work is terminated, and the date upon which such termination becomes effective. After receipt of a notice of suspension of performance or termination, the Contractor shall stop the Contract work on the date and to the extent specified in the notice.

**3.18.2** County may suspend performance or terminate the Contract without liability for damages if County is prevented from performing by reasons beyond its control, including but not limited to operation of laws, acts of God, and official acts of local, state, or federal authorities.

**3.18.3** The County and Contractor shall negotiate an equitable amount to be paid the Contractor by reason of the total or partial termination of work pursuant to this section, which amount may include a reasonable allowance for profit on the Contract work that has been performed and has not been paid, provided that such amount shall not exceed the total obligation to pay for the Contract work performed as reduced by the amount of Contract payments otherwise made.

**3.18.4** The Contractor shall make available to the County, for a period of four (4) years after Contract termination, at all reasonable times, at the office of the Contractor, all books, records, documents, or other evidence bearing on the costs and expenses of the Contractor in respect to the termination under this section of the Contract work. In the event records are located outside the County of Los Angeles, the Contractor will pay the County for traveling and per diem costs connected with the inspection or audit.

**3.19 NOTICE OF DELAY.** Except as otherwise provided, when either party knows of

any fact that will prevent timely performance of the Contract, that party shall give notice, including all relevant information, to the other party within five days.

**3.20 NOTIFICATION.** Except as otherwise provided by the Contract, notices desired or required to be given by law or under the Contract may, at the option of the party giving notice, be given by enclosing a written notice in a sealed envelope addressed to the party for whom intended and by depositing such envelope with postage prepaid in the United States mail. Any such notice shall be addressed to the Contractor at the address shown for the Contractor in the Proposal or such other place designated in writing by the Contractor. Notice to the County shall be addressed to the Director, Department of Beaches and Harbors, 13837 Fiji Way, Marina del Rey, California 90292, or such other place as the Director may designate in writing.

**3.21 CONFLICT OF INTEREST**

**3.21.1** The Contractor represents and warrants the statements set forth in the conflict of interest certification of its Proposal are true and correct.

**3.21.2** The Contractor further agrees that anyone who is an employee or former employee of the County at the time of execution of the Contract by the Board of Supervisors and who subsequently becomes affiliated with the Contractor in any capacity shall not perform the Contract work or share in the Contract's profits for a period of one (1) year from the date of termination of the employee's employment with the County.

**3.21.3** The County shall have the right to terminate the Contract for a breach by the Contractor of either its warranty or promise on the absence of the prohibited conflicts of interest.

**3.22 DELEGATION AND ASSIGNMENT**

**3.22.1** The Contractor may not delegate its duties or assign its rights under the Contract, either in whole or in part, without the written prior consent of the Director. Any delegation of duties or assignment of rights under the Contract without the expressed written consent of the County shall be null and void and shall constitute a breach for which the Contract may be terminated.

**3.22.2** Any delegation of duties or assignment of rights (including but not limited to a merger, acquisition, asset sale and the like) shall be in the form of a subcontract or formal assignment, as applicable. The Contractor's request to the Director for approval of an assignment shall include all information that must be submitted with a request by the Contractor to the County for approval of a subcontract of the Contract work pursuant to Section 3.23.

**3.23 SUBCONTRACTING**

**3.23.1** Performance of the Contract work may not be subcontracted without the express written consent of the Director or authorized representative. Any subcontract of the Contract work without the express written consent of the Director or authorized representative shall be null and void and shall constitute a breach for which the Contract may be terminated.

**3.23.2** The Contractor's request to the Director for approval to enter into a subcontract of the Contract work shall include:

(1) A description of the work to be performed by the Subcontractor;

(2) Identification of the proposed Subcontractor and an explanation of why and how the proposed Subcontractor was selected, including the degree of competition in the selection process;

(3) The proposed subcontract amount, together with the Contractor's cost or price analysis; and

(4) A copy of the proposed subcontract.

**3.23.3** In the event the Director or authorized representative should consent to a subcontract for the performance of the Contract work, the terms and conditions of the Contract shall be made expressly applicable to the work that is to be performed by the Subcontractor.

**3.23.4** In the event the Director or authorized representative should consent to a subcontract, the Contractor shall provide in the approved subcontract an agreement that the work of the Subcontractor is pursuant to the terms of a prime contract with the County of Los Angeles,

and that all representations and warranties shall inure to the benefit of the County of Los Angeles.

**3.23.5** Subcontracts shall be made in the name of the Contractor and shall not bind nor purport to bind the County. The making of subcontracts shall not relieve the Contractor from performing the Contract work in accordance with the terms and conditions of the Contract. Approval of any subcontract by the County shall not be construed as effecting any increase in the compensation to be paid for the Contract work.

**3.23.6** Any later modification or amendment of the subcontract shall be approved in writing by the Director or authorized representative before such modification or amendment is effective.

**3.24 CHANGES AND AMENDMENTS**

**3.24.1** Except as provided in this Section 3.24, renewals and other modifications of this Contract shall be in writing and shall be executed by the parties and approved by the Board in the same manner as the Contract.

**3.24.2** A change which does not materially effect the scope of work, period of performance, compensation, method of payment, insurance or other material term or condition of the Contract shall be effective upon the Director or his authorized representative and the Contractor signing an amendment or other writing reflecting a modification of the Contract.

**3.24.3** The Director or authorized representative may, in his or her sole discretion, grant the Contractor extensions of time for performance of the work where such extensions do not materially effect the work. Such extensions shall not be deemed to extend the term of the Contract.

**3.25 PROPRIETARY RIGHTS.** All materials, data and other information of any kind obtained from County personnel and all materials, data, reports and other information of any kind developed by the Contractor under the Contract are the property of the County, and the Contractor agrees to take all necessary measures to protect the security and confidentiality of all such materials, data, reports and information. The provisions of this paragraph shall survive the expiration or other termination of the Contract.

**3.26 TIME.** Except as specifically otherwise provided in the Contract, time is of the essence in the performance of the Contract work and all terms and conditions of the Contract with respect to such performance shall be construed.

**3.27 AUTHORIZATION.** The Contractor represents and warrants that its signatory to the Contract is fully authorized to obligate the Contractor for performance of the Contract work, and that all necessary acts to the execution of the Contract have been performed.

**3.28 COMPLIANCE WITH COUNTY LOBBYING REQUIREMENTS**

**3.28.1** The Contractor and each County lobbyist or County lobbying firm, as defined in Los Angeles County Code Section 2.160.010, retained by the Contractor shall fully comply with the County Lobbyist Ordinance, Los Angeles County Code Chapter 2.160.

**3.28.2** 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 Lobbyist Ordinance shall constitute a material breach of the Contract upon which the County may immediately terminate or suspend the Contract notwithstanding the opportunity to cure otherwise made available under Section 3.16.

**3.29 CONSIDERATION OF HIRING COUNTY EMPLOYEES ON A REEMPLOYMENT LIST OR TARGETED FOR LAYOFFS**

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 reemployment list during the life of this agreement.

**3.30 CONSIDERATION OF GREATER AVENUES FOR INDEPENDENCE (GAIN) OR GENERAL RELIEF OPPORTUNITIES FOR WORK (GROW) PARTICIPANTS FOR EMPLOYMENT**

Should the Contractor require additional or replacement personnel after the effective date of

the agreement, 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 Opportunities for Work (GROW) Program who meet Contractor's minimum qualifications for the open position. County will refer GAIN/GROW participants, by job category, to Contractor.

## 3.31 COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

**3.31.1 Contractor's Warranty of Adherence to County Child Support Compliance Program.** Contractor acknowledges that County has established a goal of ensuring that all individuals who benefit financially from County through contract are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

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, Contractor warrants that it is now in compliance and shall during the term of this Contract maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (41 USC Section 653a) and California Unemployment Insurance Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

**3.31.2 Termination for Breach of Warranty to Maintain Compliance with County Child Support Compliance Program.** Failure of Contractor to maintain compliance with the requirements set forth in the preceding Section 3.31.1 "Contractor's Warranty of Adherence to County's Child Support Compliance Program" shall constitute a default by Contractor under this Contract. Without limiting the rights and remedies available to County under any other provision of this Contract, failure to cure such default within 90 days of notice by the Los Angeles County Child Support Services Department shall be grounds upon which the County Board of Supervisors may terminate this Contract pursuant to Section 3.16 "County's Remedies for Default."

**3.31.3 Voluntary Posting of "Delinquent Parents" Poster.** Contractor acknowledges that County places a high priority on the enforcement of child support laws and apprehension of child support evaders. Contractor understands that it is County's policy to encourage all County contractors to voluntarily post County's "L.A.'s Most Wanted: Delinquent Parents" poster in a prominent position at Contractor's place of business. County Child Support Services Department will supply Contractor with the poster to be used.

## 3.32 COMPLIANCE WITH LIVING WAGE PROGRAM

**3.32.1 Living Wage Program.** This Contract is subject to the provisions of the County's ordinance entitled Living Wage Program ("Program") as codified in Sections 2.201.010 through 2.201.100 of the Los Angeles County Code, a copy of which is attached hereto as Exhibit 12 and incorporated by reference into and made a part of the Contract.

**3.32.2 Payment of Living Wage Rates.**

**3.32.2.1** Unless Contractor has demonstrated to the County's satisfaction either that Contractor is not an "Employer" as defined under the Program (Section 2.201.020 of the County Code) or that Contractor qualifies for an exception to the Program (Section 2.201.090 of the County Code), Contractor shall pay its Employees no less than the applicable hourly living wage rate, as set forth immediately below, for the Employees' services provided to the County under the Contract:

(a) Not less than $9.46 per hour if, in addition to the per-hour wage, Contractor contributes less than $1.14 per hour towards the provision of bona fide health care benefits for its Employees and any dependents; or

(b) Not less than $8.32 per hour if, in addition to the per-hour wage, Contractor contributes at least $1.14 per hour towards the provision of bona fide health care benefits for its Employees and any dependents. Contractor will be deemed to have contributed $1.14 per hour towards the provision of bona fide health care benefits if the benefits are provided through the County Department of Health Services

Community Health Plan. If, at any time during the Contract, Contractor contributes less than $1.14 per hour towards the provision of bona fide health care benefits, Contractor shall be required to pay its Employees the higher hourly living wage rate.

**3.32.2.2** For purposes of this Section, "Contractor" includes any subcontractor engaged by Contractor to perform services for the County under the Contract. If Contractor uses any subcontractor to perform services for the County under the Contract, the subcontractor shall be subject to the provisions of this Section. The provisions of this Section shall be inserted into any such subcontract agreement and a copy of the Program shall be attached to the agreement. "Employee" means any individual who is an employee of Contractor under the laws of California, and who is providing full-time services to Contractor, some or all of which are provided to the 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.

**3.32.2.3** If Contractor is required to pay a living wage when the Contract commences, Contractor shall continue to pay a living wage for the entire term of the Contract, including any option period.

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

**3.32.3 Contractor's Submittal of Certified Monitoring Reports.** Contractor shall submit to the County certified monitoring reports at a frequency instructed by the County. The certified monitoring reports shall list all of Contractor's Employees during the reporting period. The certified monitoring reports shall also verify the number of hours worked, the hourly wage rate paid, and the amount paid by Contractor for health benefits, if any, for each of its Employees. The certified monitoring reports shall also state the name and identification number of Contractor's current health care benefits plan, and Contractor's portion of the premiums paid as well as the portion paid by each Employee. All certified monitoring reports shall be submitted on forms provided by the County, or any 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, Contractor shall promptly provide such information. Contractor, through one of its officers, shall certify under penalty of perjury that the information contained in each certified monitoring report is true and accurate.

**3.32.4 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.

**3.32.5 County Auditing of Contractor Records.** Upon a minimum of twenty-four (24) hours' written notice, the County may audit, at Contractor's place of business, any of Contractor's records pertaining to the Contract, including all documents and information relating to the certified monitoring reports. Contractor is required to maintain all such records in California until the expiration of four 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.

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

**3.32.7 Enforcement and Remedies.** If Contractor fails to comply with the requirements of this Section, the County shall have the rights and remedies described in this Section in addition to any rights and remedies provided by law or equity.

**3.32.7.1 Remedies For Submission of Late or Incomplete Certified Monitoring Reports.** If 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 Contractor fails to submit accurate, complete, timely and properly certified monitoring reports, the County may withhold from payment to Contractor up to the full amount of any invoice that would otherwise be due, until Contractor has satisfied the concerns of the 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 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 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 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 Contractor.

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

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

**(a) Withholding Payment.** If Contractor fails to pay one or more of its Employees at least the applicable hourly living wage rate, the County may withhold from any payment otherwise due Contractor the aggregate difference between the living wage amounts Contractor was required to pay its Employees for a given pay period and the amount actually paid to the Employees for that pay period. The County may withhold said amount until 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 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 Contractor's breach. Therefore, it is agreed that the County may, in its sole discretion, assess against 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 Contractor.

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

**3.32.8 Debarment.** In the event Contractor breaches a requirement of this Section, the County may, in its sole discretion, bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach, not to exceed three years.

**3.32.9 Use of Full-Time Employees.** Contractor shall assign and use full-time employees of Contractor to provide services under the Contract unless 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 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. Contractor submitted with its proposal a full time employee staffing plan. If Contractor changes its full time employee staffing plan, Contractor shall immediately provide a copy of the new staffing plan to the County.

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

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

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

## 3.33 CONTRACTOR'S CHARITABLE ACTIVITIES COMPLIANCE

**3.33.1** The Supervision of Trustees and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. By requiring Contractors to complete the certification Form P-11, the County seeks to ensure that all County contractors which receive or raise charitable contributions comply with California law in order to protect the County and its taxpayers. A contractor which receives or raises charitable contributions without complying with its obligations under California law commits a material breach subjecting it to either contract termination or debarment proceedings or both. (County Code Chapter 2.202)

## 3.34 CONTRACTOR RESPONSIBILITY AND DEBARMENT

**3.34.1** 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.

**3.34.2** 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 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.

**3.34.3** The County may debar a contractor if the Board of Supervisors finds, in its discretion, that the Contractor has done any of the following: (1) violated any term of a contract with the County or a nonprofit corporation created by the County; (2) committed any act or omission which negatively reflects on the Contractor's quality, fitness, or capacity to perform a contract with the County or any other public entity, or 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.

**3.34.4** 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.

**3.34.5** 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.

**3.34.6** 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 Hearing Board.

**3.34.7** If a Contractor has been debarred for a period longer than five years, that Contractor may, after the debarment has been in effect for at least five years, submit a written request for review of the debarment determinations to reduce the period of debarment or terminate the debarment. The County may, in its sole 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) an other reason that is in the best interest of the County.

**3.34.8** The Contractor Hearing Board will consider a request for review of debarment determination only where (1) the Contractor has been debarred for a period longer than five years; (2) the debarment has been in effect for at least five 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. 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 processed decision and recommendation of the Contractor Hearing Board.

**3.349** These terms shall also apply to Subcontractors of County Contractors.

**3.35 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME TAX CREDIT.** Contractor shall notify its employees, and shall require each Subcontractor to notify its employees, that they may be eligible for the federal Earned Income Tax Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice 1015.

**3.36 CONTRACTOR TO USE RECYCLED 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 all work performed under this Contract.

**3.37 COMPLIANCE WITH JURY SERVICE PROGRAM**

**3.37.1 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.

**3.37.2 Written Employee Jury Service Program.**

**3.37.2.1** Unless Contractor has demonstrated to the County's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that the Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), Contractor shall have and adhere to a written policy that provides that its employees shall receive from the Contractor, on an annual basis, no less than five days 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.

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

**3.37.2.3** If Contractor is not required to comply with the Jury Service Program when the Contract commences, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor shall immediately notify County if Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if Contractor no longer qualifies for an exception to the Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Contract and at its sole discretion, that Contractor demonstrate to the County's satisfaction that Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that Contractor continues to qualify for an exception to the Program.

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

## 3.38 SAFELY SURRENDERED BABY LAW

**3.38.1 Notice to Employees Regarding the Safely Surrendered Baby Law.** The Contractor shall notify and provide to its employees, and 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 Exhibit 15 of this Contract and is also available on the Internet at www.babysafela.org for printing purposes.

**3.38.2 Contractor's Acknowledgment of County's Commitment to the Safely Surrendered Baby Law.** The Contractor acknowledges that the County places 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.

## 3.39 NO PAYMENT FOR SERVICES PROVIDED FOLLOWING EXPIRATION/ TERMINATION OF A CONTRACT

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

IN WITNESS WHEREOF, the County has, by order of its Board of Supervisors, caused this Contract to be subscribed by the County Mayor 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.

North American Security, Inc.

By _____
Ken Hillman, Vice President

COUNTY OF LOS ANGELES

By _____
Mayor, County of Los Angeles

SACHI A. HAMAI
Executive Officer-Clerk of
the Board of Supervisor

By _____
Deputy

APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.
County Counsel

By _____
Deputy

# REQUEST FOR PROPOSALS—SECURITY GUARD SERVICES
# OFFER TO PERFORM and PRICE PROPOSAL

**Proposer:**

Name: North American Security, Inc.

Address: The Harbor Building
4201 Wilshire Blvd., Suite 440
Los Angeles, CA 90010-3601

Phone: (323) 634-1911 Fax: (323) 634-9111

To: Director, Department of Beaches and Harbors

The Proposer responding to the Request for Proposals (RFP) issued by the Los Angeles County Department of Beaches and Harbors offers to manage security guard services at the indicated locations to be performed from the date of Board approval to November 30, 2009. In addition, at the option of the Director the term may be extended for two additional, consecutive, optional Contract Years. The two one-year options shall be exercised separately in succession.

The compensation for Proposer's services shall be in accordance with the hourly rates set forth for such work on page 2, subject to the limitations provided in the Contract. The proposal is subject to the following additional conditions:

_____

_____

*(Conditions that reject, limit or modify required terms and conditions of the Contract may cause rejection.)*

This offer shall be irrevocable for a period of 120 days after the final date for submission.

Proposer is a(n): ☐ Individual ☒ Corporation ☐ Partnership or Joint Venture
☐ Limited Liability Corporation ☐ Other:

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

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

Name_____ 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:

| Name | Title | Phone |
|---|---|---|
| Art Lopez, President | | (323) 634-1911 |
| Ken Hillman, | Vice President | (323) 634-1911 |

Dated: Oct. 02, 2006 Proposer's signature: [signature]

William H. Hause, Mgr Contract Compliance (323) 634-1911
Name Title Phone

# PRICE PROPOSAL

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

- The first three columns (relating to "Standard Staffing Hours") should reflect the annual staffing hours of security services required by the Contract for security services as detailed in the Statement of Work and Description of Work (Exhibit 4) 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, but 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-2). The cost for providing these hours should be factored into the contractor's overhead costs.
  - The staffing hours indicated in Exhibit 4 are: Area 1, 2 Security Guards: 10pm-6am (8 Hours) / Area 2, 1 Security Guard: 7pm – 6am (11 Hours).
- The next column ("Hourly Wage") should reflect actual hourly wages paid, which the County will use to judge whether the Proposer complies with the County Living Wage Program (Exhibit 12).
- The second-to-last column ("Proposed Price Per Hour For Contract Work") will be used for adjustments to monthly compensation in those instances when a change in staffing levels or extra work has been authorized by the Director. The hourly rate must equal the Annual Cost to County divided by 9,855, or the cost of one hour of security guard services.
- 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 services as required by the Contract for security services as detailed in the Daily Patrol Log/Description of Work (Exhibit 4). In addition, it must equal the "Standard Staffing Hours—Annual" (third column) for Security Officers multiplied by the "Proposed Price Per Hour" (second-to-last column) for that category of employees.

| | STANDARD STAFFING HOURS | | | HOURLY WAGE | CONTRACTOR'S ANNUAL COST | PROPOSED PRICE PER HOUR (Increase/decrease of work hours) | ANNUAL COUNTY COST |
|---|---|---|---|---|---|---|---|
| | Area 1 - Dockweiler | Area 2 – Marina del Rey | ANNUAL TOTAL | | | | |
| SECURITY OFFICERS | 4,160 | 2,080 | 6,240 | | | | |
| SECURITY OFFICER (PART-TIME) | 1,680 | 1,935 | 3,615 | | | | |
| TOTAL SECURITY HOURS | 5,840 | 4,015 | 9,855 | $ 10.00 | $ 98,550.00 | $ 18.95 | $ 186,752.25 |
| SUPERVISOR | | | | $ | $ | | |
| SUPERVISOR (PART-TIME) | 365 | 365 | 730 | $ | $ 7,628.00 | | |
| TOTAL SUPERVISOR HOURS | 365 | 365 | 730 | $ | $ | | |
| CONTRACTOR REPRESENTATIVE | | | | $ | $ 4,000.00 | | |
| HEALTH PLAN | | | | | $ -0- | | |
| OTHER BENEFITS, IF ANY | | | | | $ 6,504.30 | | |
| SUPPLIES | | | | | $ | | |
| OTHER EXPENSES & OVERHEAD | | | | | $ 61,693.20 | | |
| PROFIT | | | | | $ 8,376.75 | | |
| TOTAL (ANNUAL COST TO COUNTY) | | | | | | | $ 186,752.25 |

State of California Department of Consumer Affairs

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

# PRIVATE PATROL OPERATOR

VALID UNTIL AUGUST 31, 2007

LICENSE NO. PPO 11813
RECEIPT NO. 00656367

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 Renew

NORTH AMERICAN SECURITY INC
2760 E. SPRING ST #140
LONG BEACH CA 90806

8/14/05
8/14/05

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

WPIPPO 03/31/

## STAFFING & WORK PLAN

1. **STAFFING PLAN:** Provide the requested information about principals, key employees and subcontractors. Attach each person's resume.

| Name | Relationship to Proposer | Job Title | Responsibilities |
|---|---|---|---|
| To Be Identified | None | Security Officer | Fixed Post - Area 1 |
| To Be Identified | None | Security Officer | Patrol - Area 1 (Foot & Vehicle) |
| To Be Identified | None | Security Officer | Patrol - Area 2 (Foot & Vehicle) |
| To Be Identified | None | Security Officer | Part Time - Area 1 |
| To Be Identified | None | Others: Security Officer | Part Time - Area 2 |
| | | | |

2. **JUSTIFICATION OF PART-TIME WORKERS. If your staffing plan (above) includes any part-time employees, attach a detailed justification why it was necessary to do so. Unjustified failure to use full-time workers may result in disqualification.**
Part Time Workers are required to Split Shifts in Area 2, and non-covered Full Shifts to make up the 7 day/Week Schedule. Weekends will be Prime Time so we will Utilize Full Time Employees Covering all Weekend Shifts, and will utilize Part Time Personnel to cover Mid-Week Shifts, Will use Part Time Personnel to Cover the period from 7 PM to 10 PM at Area 2, plus tuesday & Wednesday Shifts.

3. **ADDITIONAL STAFFING INFORMATION (Attach pages if necessary):**
Reserve Force - on-call.

4. **SUPERVISORS:** List staff to would be assigned supervisorial positions relevant to performance of the work upon award of this contract (Please be sure to include the person serving as the Contractor Representative. Attach each person's resume:

| Name | Title | Specialty/Trade |
|---|---|---|
| Maria Ho-Ching | Lieutenant (Field Supv.) | Contract Mgm't. |
| Ken Hillman | Vice President - Operations | Management |
| Art Lopez | President | Management |
| | | |

5. **STATEMENT OF LEVEL OF RELEVANT EXPERIENCE.**

Please elaborate on the following with respect to the proposed staffing plan relative to the Scope of Work identified in the RFP;

- How the experience of Proposer's staff is specifically related to the services described in Attachment 1, Sample Contract, Part Two, Statement of Work;
  Maria Ho-Ching is very experienced in Security, Ken Hillman was a Senior Commander with LAPD in Area
- What level of staff the Proposer would be equipped to assign on an as-needed basis to provide the various kinds of services listed in Attachment 1, Sample Contract, Part Two, Statement of Work;
  Additional Qualified and trained Security Officers and Patrols as required by the Contract, for either additional services or Augmentation in the event of special needs.

6. **VEHICLES, SUPPLIES AND MATERIALS. List the vehicles, supplies and materials that you will use to perform the Contract work:**
We will provide two fully equipped and marked Patrol Vehicles, one for each area. All of our officers will be equipped as required to fully accomplish all requirements of the contract. This includes Communications Equipment and Detex Patrol Clocks for recording rounds. All Officers will be fully Uniformed and Armed.

7. **OPERATIONAL/WORK PLAN. Describe or attach your plan for scheduling security officers, transportation to the job sites, keeping proposed staff supplied and supervising:**
See Attached Exhibit.

8. **METHODS. Describe or attach a description of the methods your employees will use to provide Contract services:**
See ASttached Exhibit.

9. **EMERGENCIES AND OVERTIME. How will you communicate with employees and schedule to cover urgent requests for unscheduled work or unforeseen changes in weather? What will your average response time for emergency calls be?**
All assigned Officers will report in to the Field Supervisor via Radio, when assuming the Watch on Station, and when being properly relieved and by whom. The Field Supervisor, will tour each site at least once each shift, to check the Officers, Perform Quality Control Inspections, and ask random questions to ensure that all Officers are fully aware of all events pertaining to the contract and the area. The Field Supervisor will maintain a listing of personnel that have been pre-cleared to work on the contract for call-up as needed.

10. **ADDITIONAL OPERATIONAL/WORK PLAN INFORMATION (Attach pages if necessary):**
See Attached Exhibit.

# Professional Profile

## ART LOPEZ
## SUMMARY OF QUALIFICATIONS

Consistent record of achievement in successive command positions requiring increased responsibility at the Division, Geographic Area and Bureau levels within the Los Angeles Police Department, and now as the Chief of Police of the Oxnard Police Department. Have directed as many as 7100 officers, non-sworn staff and community volunteers as the Commanding Deputy Chief of LAPD's Operations-Central Bureau. Currently oversees a full service police department consisting of 366 employees.

Broad based managerial experience and progressive leadership in all major areas of modern law enforcement, including uniformed patrol, narcotics, vice, gang, detectives, traffic enforcement, training, community relations, personnel and labor relations. Developed a total community involvement philosophy which anticipates the needs of a rapidly changing culturally diverse community, and to recognize and effectively resolve the myriad of complex issues facing law enforcement as we begin the 21st century. Recognized for this ability by Governor of California, who appointed him as a POST Commissioner in 2000.

Highly successful in maintaining positive officer morale and responsive community relations during difficult periods. Success based on excellent communications and frequent contact with community-based organizations, civic leaders and public officials. One of three finalists for the 2002 Chief of Police selection process in the City of Los Angeles.

## STRENGTHS

Leadership
Managerial Expertise
Traffic Enforcement
Public/Business Relations
Employee Relations
Mergers
Strategic Planning
Verbal/Written Skills
Policy Development
Training/Career Pathing
Mediation
Risk Management
Grant Management
Community Policing
Unusual Occurrence Management
Narcotics Enforcement
Human Resources
Community Relations
Gang Enforcement

## MAJOR ACCOMPLISHMENTS

### Gang Enforcement

As the chief of Police in the City of Oxnard, developed a fully coordinated and integrated method of gang enforcement which has resulted in a 22% reduction in violent gang crime in an 18-month period. Attained the Gang Violence Suppression (GVS) grant from the State that addresses gang violence in a collaborative effort through prevention, intervention and enforcement. Through the federal Weed & Seed grant, developed a Violent Crime Task Force (VCTF) which includes the FBI, INS, Oxnard Police Department, Parole and Probation, in targeting violent offenders and gang members. Assigned the Special ,Enforcement Unit (SEU) and the VCTF, under the command of the Special Operations Commander, which ensured unity of command and effort in gang enforcement

### Mediation

As the Ombudsperson for the Los Angeles Police Department, established the Office of the Ombudsperson and developed duties and responsibilities for the newly created position. Earned mediation certificate from the nationally acclaimed CDR. Developed mission, goals, and measures of effectiveness for Ombudsperson program with the LAPD.

**Community Policing**

As the LAPD Commanding Officer of Hollenbeck Area, implemented area-wide concepts which presently form the Department's Community Based Policing model. The success of this departure from the traditional methods of providing police services resulted in four consecutive years of decreasing crime.

As the Chief of Police of the Oxnard Police Department, established Community Police Advisory Boards and Chief's Community Councils to provide direct citizen input into the Department. As part of the weed & seed grant, developed a number of prevention and intervention programs which include drug education for youth, and young women's and young men's symposiums, senior outreach, job skills programs, and after-school programs. As a result of these efforts, the city of Oxnard has experienced a near 25% reduction in Part I crimes from 1999 through 2001. While the overall crime rate in Oxnard has increased slightly for the first six months of 2002 (less than one percent), violent crime has continued its significant decline, dropping another 7%. In Oxnard, the ratio of sworn officers to residents (1.15 officers per 1000 residents) remains one of the lowest in the nation. Further, the declines in Oxnard have come at a time when crime in many cities throughout the United States has climbed significantly.

**Traffic Operations**

As the Department Traffic/Transit Coordinator for the Los Angeles Police Department, developed the mission, goals and new measures of effectiveness for the Department's traffic function.

**Training**

As the Commanding Officer of the Los Angeles Police Department Training Division, implemented a full spectrum approach to ensure consistency in tactics training. The program included the development of the Decentralized Tactics Training Unit, formation of the Tactics Review Committee, the revitalization of the Training Coordinators Program to disseminate tactics training, and the development of Verbal Judo training, As the Chief of Police for the Oxnard Police Department, developed a revolving training fund to create additional training opportunities for the department. Reorganized the department and created Training Coordinator position to identify critical training areas and standardize department training.

**Vice, Narcotic & Gang Enforcement**

As the Officer-in-Charge of the Hollywood Area Vice Unit, enhanced the quality of life in Hollywood by eradicating significant levels of prostitution, made possible through the creation of a uniformed Prostitution Enforcement Detail and the implementation of an automated tracking database of prostitutes. As the Hollenbeck Area Commanding Officer, developed the model for SAFE footbeats to eradicate the crack cocaine problem in the Pico-Aliso Housing Projects. As the Oxnard Chief of Police, developed multi-jurisdictional Violent Crime Task Force, which has been responsible for substantial reductions in gang crime.

**Employee Relations**

Successfully negotiated 1991-1994 Memorandum of Understanding (MOU) with the Los Angeles Police Protective League. Developed the strategy to deal with two work stoppages which were associated with the negotiation of the 1994-1997 MOU. As the Chief of Police of the Oxnard Police Department, established a partnership with the Peace Officer Association which has enabled the agency to have high moral and low turnover.

**Unusual Occurrence Management**

Field Commander of the Watts Area during the 1992 Los Angeles Riots. While at Operations-South Bureau, following the riots, directed the development and implementation of the decentralized method of

handling major unusual occurrences. Responsive and responsible methods were developed with the understanding and support of formal and informal community leaders.

**Mergers**

As the Department Traffic/Transit Coordinator, completed the merger of the Metropolitan Transportation Authority Police Department into the LAPD. Principal architect of the proposal to merge all independent law enforcement agencies operating within the. City of Los Angeles into the LAPD.

## PROFESSIONAL ORGANIZATIONS

Commissioner - Governor's Commission on Peace Officer Standards and Training (POST)
Member - International Association of Chiefs of Police
Member- California Police Chiefs Association
Member Executive Board - Hispanic American Police Command Officers' Association (HAPCOA)
Chairperson - Ventura County Law Enforcement Coordinating Committee
Member - Ventura County Juvenile Justice Coordinating Council
Member - Ventura County District Attorney's Justice Police Council

## COMMUNITY ACTIVITIES

Boardmember - El Centrito de la Colonia
Boardmember - Salvation Army
Executive Boardmember - Hispanic Chamber of Commerce of Ventura County
Boardmember - Oxnard Police Foundation.
Boardmember - Oxnard Community College Foundation
Member - Oxnard Chamber of Commerce
Executive Board Member - Mexican American Historical Society of Ventura County
Honorary Member - Sunrise Rotary

**EDUCATION**

M.S. Management Cal Polytechnic University at Pomona
B.S. Public Administration - University of Southern California
Youth Services Management Seminar - Cal State University, Los Angeles
A.A. Degree Business - Glendale College
Business/Law Enforcement Courses - East Los Angeles College
Class 17 Graduate - POST Command College
Martin Gang Institute Certificate - Loyola Marymount University
Mediation Certificate CDR Training Center, Boulder, Colorado
POST Executive Development Course - Santa Rosa, California

**LANGUAGES** Conversational Spanish

**HOBBIES** Reading, running, golf and community projects

**PERSONAL DATA** 52 years old and in excellent health; married; two children

**CHRONOLOGY OF EMPLOYMENT**

A progressive career in law enforcement with a strong foundation in police/community relations, continuing education, and personal development, demonstrated leadership, and excellent strategic planning skills. Diversified experience and expertise in key areas of law enforcement, training, traffic, public/community affairs, and human resources management.

| | |
|---|---|
| Chief of Police<br>1998-2002 | Oxnard Police Department |
| Deputy Chief<br>1998 | LAPD Commanding Officer, Operations-Central Bureau |
| Commander<br>1991-1997 | Ombudsperson, Office of the Chief of Staff<br>Department Traffic/Transit Coordinator, Operations-Headquarters Bureau<br>Employee Relations Administrator, Office of the Chief of Police<br>Assistant/Acting Commanding Officer, Operations-South Bureau<br>Assistant/Acting Commanding Officer, Personnel and Training Bureau |
| Captain I/III<br>1986-1991 | Commanding Officer, Training Division<br>Commanding Officer, Hollenbeck Area<br>Commanding Officer, Hollenbeck Patrol Division |
| Lieutenant I/II<br>1980-1986 | Officer-in-Charge, Hollywood Area Vice Unit<br>Bureau Adjutant, Operations-West Bureau<br>Patrol Watch Commander, Central Patrol Division<br>Traffic Watch Commander, Central Traffic Division |
| Sergeant I/II<br>1977-1980 | Field Supervisor/Community Relations<br>Officer/Area Adjutant Northeast Area |
| Detective I/Police Officer III<br>1973-1977 | Narcotics Detective<br>North Hollywood Area |
| Police Officer I/III<br>1971-1973 | Field Police Officer<br>North Hollywood Area |
| Police Officer 1971 | Police Academy |

## PERSONAL DATA

Name: **Kenneth D. Hillman**

Address: 2025 West 35th Street
San Pedro, California 90732

Telephone: (H) (310) 833-1403
(O) (562) 961-0404
(C) (310) 427-9196

E-mail: khsanpedro@aol.com

## EDUCATIONAL BACKGROUND

California State University Dominguez Hills, Carson, California
Master of Arts degree in Negotiation and Conflict Management, 1998

Union Institute, Cincinnati, Ohio
Bachelor of Science degree in Public Administration, 1994

## CERTIFICATIONS

California Commission on Peace Officer Standards and Training
- Management Police Officer Certification, 1998
- Supervisory Police Officer Certification, 1990
- Advanced Police Officer Certification, 1985
- Intermediate Police Officer Certification, 1980
- Basic Police Officer Certification, 1975

## BUSINESS HISTORY

NORTH AMERICAN SECURITY, INC.
Los Angeles, California
February 1, 2005 to present
Vice-President and half owner of company

Together, Art Lopez and I have grown the company from 1.8 million annually in security contracts to over 3.4 million in less than one-year. When we purchased this company last year we employed approximately 70 full-time personnel. Today, we employ over 121 full-time and several part time employees. Our projected growth for the company in the next five-years is 10 million annually.

CITY OF LOS ANGELES
Los Angeles, California
September 1975 to February 1, 2005

Police Captain
Los Angeles Police Department
Pacific Patrol Division
January 2002 to present

The Los Angeles Police Department is one of the largest law enforcement agencies in the world. The Department provides police service to an area encompassing 467 square miles and 18 community areas, representing 3.4 million residents. The LAPD is divided into eight bureaus and over 50 divisions, groups, units or sections. The Department employs approximately 9,000 personnel and has a combined annual operating budget of approximately $1.3 billion.

I reported to the Deputy Chief/Commanding Officer, Operations-West Bureau. In this role, I served as the Commanding Officer, Pacific Patrol Division and oversaw an operation that included 300 sworn and 35 civilian personnel, with an annual operating budget of $30 million. I was also responsible for a separate overtime budget of $5 million at the Los Angeles International Airport, deploying 50 sworn personnel per day, 365 days a year. The Airport sub-station has now become a separate division within the Police Department and is now commanded by a police captain. My division was number one in the City in violent crime reduction over the past two years (-10.8% YTD 2002 and -5 % YTD 2003); gang crime reduction (-32 percent); Property Crime reduction (-4.4% YTD 2002 and -7% YTD 2003); officer initiated activities (+8 percent), I used non-traditional methods of law enforcement management which resulted in the greatest decrease in Sick and Injury On Duty usage, which has decreased by -49 percent and -5 percent, respectively, under his leadership.

I also facilitated relationships with law enforcement agencies outside of the LAPD, meeting monthly with a group of South Bay commanders to share crime information and to discuss strategies for addressing possible terrorist targets. The departments that participated in these meetings included the California Highway Patrol, Los Angeles County Sheriff's, Hawthorne, El Segundo, Culver City, Beverly Hills and Santa Monica Police Departments.

Police Lieutenant/League Director
Los Angeles Police Protective League
December 1999 to January 2002

I was elected to represent 9,000 sworn personnel in contract negotiations involving wages, benefits and working conditions. In this role, he reported to the Commanding Officer, Personnel Division, I assisted in the negotiations of the previous Memorandum of Understanding (MOU) between the Department and the Los Angeles Police Protective League. In this role, was responsible for an operating budget of approximately $9 million per year and managed a staff of approximately 30 personnel.

Police Lieutenant, Detective Officer-in-Charge
Central Detectives
June 1998 to December 1999

I was responsible for managing a detective operation that included 54 sworn and 8

civilian personnel, with an annual operating budget of $6 million. I developed an outstanding partnership with Los Angeles County Probation Department and State Parole. In addition, I staged several joint agency task forces that led to a 40 percent reduction in violent crime and homicides.

In addition, I was the Department expert in homeless and career criminals. While in this role, I authored the Department's "Single Purpose Strategies on the Enforcement of Public Nuisance Crimes;" and co-authored with former City Council member Michael Feuer, the "Community Courts Grant for the Downtown Los Angeles and Van Nuys Courts."

Police Lieutenant, Officer-in-Charge
Transit Group
Operations-Headquarters Bureau
January 1995 to June 1998

Transit Group was activated on November 23, 1997. It was a newly formed entity created through a contract with the Metropolitan Transportation Authority (MTA) to provide policing services for the bus lines within the City of Los Angeles and the Metro Red Line subway system.

In this role, I reported to the Chief of the Los Angeles Police Department and Deputy Chief and was responsible for managing the Los Angeles Police Department's merger team, which consisted of 15 sworn and five civilian personnel, with a $2 million per year operating budget, Over a three-year period, my team negotiated the merger of the Metropolitan Transportation Authority (MTA) Police Department into the Los Angeles Police Department (LAPD). The resulting 5-year contract was valued at $150 million to the City of Los Angeles.

The MTA/LAPD merger included the assimilation of 185 sworn and 25 civilian personnel into the LAPD. I also had the responsibility for orchestrating the lobbying effort for this proposal, including public debates and media coverage.

Police Lieutenant, Watch Commander
Wilshire Area Patrol
July 1994 to January 1995

In this role, I was responsible for managing an entire watch of approximately 120 sworn and 10 civilian personnel, and an annual operating budget of $13 million. I was assigned to this division to mediate reported racial strife within the division. Additional responsibilities included managing all aspects of the watch, including: training, discipline, deployment, community policing, administrative functions and guiding and directing personnel.

Sergeant, Adjutant to Department Traffic/Transit Coordinator
November 1993 to July 1994

Mr. Hillman developed the mission, goals and measures of effectiveness for the Department traffic function on a citywide basis. He was also responsible for traffic audits, and making recommendations to improve the Department's efficiency in delivering traffic

services to the public. He reported to a Commander/Operations-Headquarters Bureau.

Police Sergeant, Assistant Officer-in-Charge
Traffic Coordination Section
October 1988 to November 1993

In this role, Mr. Hillman managed 74 sworn and 10 civilian staff, with an annual operating budget of $7 million. He provided specialized traffic enforcement on overweight trucks, dignitary motorized escorts, taught all Department traffic schools, managed the Department's Specialized Collision Investigation Detail on all City liability accidents involving death or serious injury or multiple fatalities, and managed the City's Traffic Court Liaison Unit. In this role, he reported to the Commander/Operations-Headquarters Bureau and the Officer-in-Charge, Traffic Coordination Section.

Police Sergeant
Newton Area
December 1986 to October 1988

Reporting to a Captain, Mr. Hillman was Manager of the Papal Task Force for five separate locations within Operations-Central Bureau. He supervised 12 sworn and two civilian personnel for six months, developing security plans to ensure the Pope's safety while visiting Los Angeles. Following the completion of the Papal Task Force, Mr. Hillman assumed the Complaint Sergeant position.

Police Sergeant
Pacific Area
March 1985 to December 1986

In this role, Mr. Hillman managed both Patrol and a Special Problems Unit. He supervised 12 sworn personnel, was responsible for developing problem-solving strategies to address crime problems, and worked closely with the community. Mr. Hillman, reported to a Captain.

Training Officer
Tactical Planning Section
September 1982 to March 1985

Reporting to a Lieutenant, Mr. Hillman coordinated all special events on a citywide basis and wrote revisions to the Department's Tactical Manual.

Uniform Coordinator
Technical Services Bureau
May 1980 to September 1982

As the Aide to the Department Uniform Coordinator, Mr. Hillman field-tested all uniform and equipment items for police officer use, including all less-lethal devices. He reported to a Deputy Chief/Commanding Officer, Operations-Headquarters Bureau.

Field Training Officer 77th Street Area
January 1978 to May 1980

Mr. Hillman was responsible for training probationary police officers in field tactics, report writing and community relations. He reported to a Lieutenant/Watch Commander.

Custody Officer
Jail Division
July 1977 to January 1978
In this role, Mr., Hillman's responsibilities included the intake and processing of all adult arrestees by Los Angeles Police Department personnel. He reported to a Sergeant.

Probationary Police Officer
Newton Area
January 1976 to July 1977

As a Probationary Police Officer, Mr. Hillman trained in all aspects of law enforcement and reported to a Sergeant.

Police Recruit
Training Division
September 1975 to January 1976

Mr. Hillman was enrolled in the Los Angeles Police Academy's training program.

LOS ANGELES MEMORIAL COLISEUM AND SPORTS ARENA
Los Angeles, California
September 1977 to present

Officer-in-Charge, Security
Concurrently with his role in the Los Angeles Police Department, Mr. Hillman also provided law enforcement management services to the Los Angeles Memorial Coliseum and Sports Arena. In this role, I managed off-duty and uniformed police officers for all major events at these facilities, including University of Southern California football and basketball games.

RALPH'S GROCERY
Los Angeles, California
June 1973 to September 1975

Grocery Manager
Store #37

Reporting to the Store Manager, Mr. Hillman supervised a night crew of 30 personnel and occasionally managed the entire store with its 190 personnel.

FRANK'S MARKET
Inglewood, California
June 1971 to June 1973

Grocery Manager/Store Clerk

In this role, Mr. Hillman supervised six full-time stock clerks, closed store at the end of the business day, and trained new cash register clerks.

## PROFESSIONAL TRAINING

California Commission on Peace Officer Standards and Training Command Officer College, December 2000
Command Officer College, November 2000
Command Officer College, October 2000
Preliminary Criminal Investigations, September 2000 Preliminary Criminal Investigations, September 2000
Command Officer College, September 2000
Command Officer College, June 2000
Command Officer College, May 2000
Command Officer College, May 2000
Field Officer Update, April 2001
Domestic Violence, October 2000
Total Quality Leadership, March 1999
Firearms - Shoulder Weapon Orientation, July 1998
Cops and Schools for Tolerance, July 1998
Cultural Awareness for Law Enforcement, April 1998
Problem Oriented Policing, November 1997
Standardized Emergency Management System, September 1997
Cultural Awareness - Gay I Lesbian Community, March 1997
Blood Borne Pathogens, October 1997
Post Management Course, September 1995
Preventing Sexual Harassment, November 1995
Training Day - Wilshire Area, August 1995
Civil Unrest Response Training Phase I, June 1993
Civil Unrest Response Training Phase II, June 1993
Accident Investigation School, November 1992
Criminal Justice Information System/National Crime Information System Mandatory Retraining, October 1992
Time Management Systems, Introduction, March 1992
Training Coordinator Report Generation, March 1992
Traffic Program Management Institute, February 1992
Training Coordinator Seminar, November 1991 Time Management, November 1991
SIDS Training, July 1991
Managing Contact With The Disabled or Mentally Ill, June 1990
Missing Person Training, June 1990
Criminal Justice Information System/National Crime Information System-Mandated Training, March 1990
Weight Training, October 1980
Side Handle Baton Training, April 1980
Life Savers 7 National Conference on Highway Safety, April 1989 Missing Person Instructor Training, July 1989
Advanced Field Officer Course - Tactical Awareness, September 1988 Semi-

Automatic Pistol School. - Basic, May 1988
Standards & Procedures Regarding Domestic Violence, March 1986 Mobile Digital Transmitters/Daily Field Activity Recap, June 1985 Supervisory Development, April 1985
Taser Training, April 1985
Mobile Digital Transmitter, January 1985
Advanced Field Officers Course - Domestic Violence, November 1984
Management Center Operations/Command Post Operations, November 1983
Earthquake Emergency Management, September 1983
Advanced Officer (In-Service I), December 1979
Shooting Policy Seminar, May 1978
Advanced Officer Civil Disturbance, March 1978
Juvenile Procedures School, March 1977
Los Angeles Police Department
California Law Enforcement Tracking System/NCIS Re-Training, November 1995
California Law Enforcement Tracking System/NCIS Re-Training for Administrators, March 1999
Internal Discipline Report Format Training, September 1997
Command College Graduate, 2001
Patrol Captain Transition Training, July 2002
Training Conference, June 2000
West Point Police Academy, Leadership Program, West Point, New York, 1999

## PROFESSIONAL AFFILIATIONS

Vice President, Boxing Against Alcohol and Drugs-Harbor Area, 2000 to present
Member, Board of Directors, Loved Ones of Homicide Victims-South Central Los Angeles, 1999 to present
Member, Oscar Joel Bryant Association, 1999 to present
Member, Harbor Area Lions, 1998 to present
Member, Latin American Law Enforcement Association, 1998 to present
Member, San Pedro Chamber of Commerce, 1998 to present
Advisory Board Member, Task Force on the Mentally Disabled, 1998 to present
Member, Wilmington Chamber of Commerce, 1998 to present
Board Member, Los Angeles Homeless Services Authority, 1996 to 2000
Spokesperson, California Advocates for Responsible Environmental Safety, 1995 to present

## PUBLICATIONS

2002 Emmy Award Winner, "Full Disclosure, L.A.'s War on Terrorism," debate with Councilman Mark Ridley Thomas
"Community Courts Grant for the Downtown Los Angeles and Van Nuys," co-authored with former City Council member Michael Feuer, 1998
"Single Purpose Strategies on the Enforcement of Public Nuisance Crimes," Los Angeles Police Department, 1999
Mr. Hillman reports that he is the Los Angeles Police Department's expert on Career Criminals and the Homeless and that he regularly speaks on these subjects at law enforcement conventions and training days. In addition, Mr. Hillman reports that he has spoken on these issues during City Council and Police Commission sessions.

# North American Security, Inc.

**Complete Security Services for Commercial Business.**

## Application For Employment

**NOTE: This Application form was designed for use by persons applying for various types of positions. Some questions may not be completely applicable to your situation, but we ask that you answer all job-related inquiries to the best of your ability.**

**The Company is an Equal Opportunity Employer. All candidates will be evaluated on the basis of their qualifications for the job in question. Federal and or State law prohibits discrimination on the basis of race, color, religion, sex, national origin, age, disability, or any other protected status. Please advise us if any accommodations are required to assist you in the application process.**

**EMPLOYEE NAME:** Maria Ho-Ching

**POSITION:** (Circle One) **Unarmed Security Guard** **Armed Security Guard**

**APPLYING FOR:** ✓ **Full-time** ____ **Part-time** ____ **Rover**

**Days of week available:** (Circle Appropriate Days) (MON) (TUE) (WED) (THU) (FRI) SAT SUN

**Hours available:** (Circle Appropriate Days) **Days** **Swings** **Nights** **Any Hours** **Specific:** ____

**Date of application:** 2/19/07 **Date available to start:** 2/19/07

**Referral Source:** **Employment Agency:** ____ **Employee Referral:** ✓ **Walk-in Application:** ____

**Newspaper Ad:** ____ **Training Facility:** ____ **Other:** ____

**Have you ever applied for a position with us?** YES (NO) **If "yes", when?** ___/___/___
**Have you ever been employed by us?** YES (NO) **If "yes", when?** ___/___/___
**Do you have a relative working here?** (YES) NO
**If "yes", state the identity and relationship** Olivia
**Are you currently employed?** YES NO
**How will you to and from work locations?** ____ **Bus** ✓ **Own Car** ____ **Other**
**Explain Other:** ____
**Do you own your own weapon?** YES (NO) **If "yes", Type?** ____
**Do you own your own leather wear?** YES (NO)
**Do you have any known medical conditions that would hinder your performance of guard duties?**
YES (NO) **Explain:** ____

**Need Copy of: CA Drivers License/ID, SSN Card, All Permits, and Resident Alien CARD.**

## PERSONAL DATA

Ho ching

Name: Ho Ching Monica
(Last) (First) (Middle, Full)

Present Address: 2454 Pasadena Ave L.B. Ca 90806
(No. & Street) (City) (state) (Zip)

Telephone No.: Home: (562) 981-7785 Business: (___) ___-_____

Social Security No.: 586 - 24 - 6059

How long have you lived at the above address? 1 yr

List your last three addresses- starting with the most recent

| Dates (Month & Year) From 80 - To 99 | Number & Street | City | State | Zip |
|---|---|---|---|---|
| 1980 - 1999 | 1557 Pacific Ave | Long Beach | Ca | 90806 |
| - | | | | |
| - | | | | |

In case of emergency, notify: Ho Ching JR.
(Name)

2454 Pasadena Ave. Long Beach Ca (562) 981-7785
(Address) (City) (State) (Zip) (Daytime Telephone)

If employment is offered, can you submit a birth certificate, social security card, certificate of U.S. citizenship or verification of your legal right to work in the U.S.? (Yes) No

If employment is offered, can you produce identification such as a U.S. passport, driver's license or photographic identification card issued by the state in which you have applied? (Yes) No

Are you over 18 years of age? (Yes) No

Have you ever been convicted of a felony or misdemeanor? Yes (No)

(An affirmative response will not automatically disqualify you from being considered as a candidate for employment. If "yes", please explain: _____

_____

_____

Are you willing to work overtime as requested? (Yes) No

# PREVIOUS EMPLOYMENT RECORD

**List employers for last ten (10) years starting with your most recent or current position. Include in your record any period of unemployment, if any.**

| 1. Employer LBT Medical Security | DATES | | Work Performed |
|---|---|---|---|
| Address Fagaalu Pago | FROM | TO | |
| Phone Number 011-644-1212 | 1978 | 1979 | |
| Job Title Security Card | HRLY. RATE / SALARY | | |
| Supervisor Matt | STARTING | FINAL | |
| Reason for Leaving Resigned | | | |

| 2. Employer | DATES | | Work Performed |
|---|---|---|---|
| Address | FROM | TO | |
| Phone Number | | | |
| Job Title | HRLY. RATE / SALARY | | |
| Supervisor | STARTING | FINAL | |
| Reason for Leaving | | | |

| 3. Employer | DATES | | Work Performed |
|---|---|---|---|
| Address | FROM | TO | |
| Phone Number | | | |
| Job Title | HRLY. RATE / SALARY | | |
| Supervisor | STARTING | FINAL | |
| Reason for Leaving | | | |

| 4. Employer | DATES | | Work Performed |
|---|---|---|---|
| Address | FROM | TO | |
| Phone Number | | | |
| Job Title | HRLY. RATE / SALARY | | |
| Supervisor | STARTING | FINAL | |
| Reason for Leaving | | | |

**Except for vacations and holidays, how many work days were you absent during the past calendar year?**
**0-5 days 6 - 10 days 11 - 15 days 16 - 20 days 21 - 25 days 26 days or more**

**Have you ever been discharged (fired) or forced to resign from any employment? Yes No**
**If "yes", please explain:**

**Have you ever been refused by a bonding company? Yes No . If "yes", please explain**

**In order to permit a check of your work and education records, should we be made aware of any change of name or assumed name that you previously have used? Yes No . If "yes", identify name(s) and relevant dates.**

**May we contact your present employer? Yes No . Please identify any exceptions and reasons for not contacting**

# North American Security, Inc.

**Complete Security Services for Commercial Business.**

## APPLICANT'S STATEMENT

**I hereby affirm that the information provided on this application (and accompanying resume, if any) is true and complete to the best of my knowledge. I also agree that any falsified information or significant omissions may disqualify me from further consideration for employment and may be considered justification for dismissal if discovered at a later date.**

**I hereby agree to submit to any lawful drug, polygraph or integrity testing that may be required as a condition of employment or continued employment and understand that refusal to submit to such testing during the course of my employment may result in disciplinary action, up to and including discharge.**

**I understand that to the extent permitted by applicable law my employment is terminable-at-will, that I am not being employed for any specified time, and that this application is not and is not intended to be a contract for continued employment. I understand that I have the right to terminate the employment relationship for any reason with or without cause or notice at any time, and North American Security reserves the right to do the same.**

**I understand that according to federal law all individuals who are hired must, as a condition of employment, produce certain documentation to verify their identity and U.S. citizen status, or, if aliens, their legal authorization to work in the U.S. As a consequence, I understand that any offer of employment would be contingent on my ability to produce the required documentation within the time period required by law.**

Marcia Ho-Ching

**Applicant Name: (Please Print)**

Marcia Ho Ching

**Signature of Applicant:**

**Date :** 2/19/07

# North American Security, Inc.

**Complete Security Services for Commercial Business.**

## AUTHORIZATION TO RELEASE RECORDS

I, Maria _____ hereby authorize the company, North American Security, Inc., to conduct a thorough investigation of my past employment and activities, agree to cooperate in such investigation, and unconditionally release from all liability or responsibility all persons and corporations requesting or supplying such information. I authorize any former employer, present employer, police department, physician, or hospital, credit or finance bureau (s) of office (s), schools (college) and/or any other person or persons to give any information of records that they may have concerning my past work record, past record of criminal convictions (unless expunged), past medical records, past credit records, past educational records, past and current motor vehicle records and any other information which bears on my character and my ability to perform the job for which I am being considered or any future job in the event that I am hired.

Maria Ho Ching

**Applicant (Please Print)**

Maria Ho Ching

**Signature of Applicant authorizing the release of information/records**

**Date:** 2/19/07

# Staffing and Work Plan

1. Reserve Force – it is the company policy to maintain a Reserve Work Force (OnCall) of trained and approved personnel for each contract in the amount of 10% of the Contract Workforce, rounded up to the next whole number. The purpose of the force is to be available to cover all opening caused by sickness, scheduled vacations and emergencies.

2. Part-Time Employees – It is our policy to maintain a Part-time workforce equal to approximately 25% of the required Labor Force. This gives us the immediately ability to respond to unexpected personnel loses, disciplinary actions, emergencies, etc. through the simple action of holding personnel over, while we make other arrangements or bring additional workforce it. We have found that this flexibility allows us to respond to situations in a much smoother and professional manner.

3. Operational Work Plan – It is our intent, given the normal peak facility demand that will occur on Weekends and Monday Holidays to treat our primary week as being from Friday through Tuesday, and the less sensitive or slow periods are assumed to be Wednesday and Thursday. Therefore our Full Time Officers, for both areas 1 & 2 will be on Friday through Tuesday, with the Part-timers covering Wednesday and Thursday. We will also use Part-timers to cover the additional three hours on Friday through Tuesday. The personnel covering Area 2 on Wednesday and Thursday will be on duty for the full 11 Hour Shift. Our Field Supervisor will be on site at each Area, for not less than 1 hour each shift, and more often if the need arises or if our Quality Control Inspections show us that a higher level of Supervision is needed.

4. Methods - We will be using only experienced Security Officers, and the first priority for employment will be given to current employees working on the contract, subject to their meeting the contract requirements, history of performance on the contract, and their meeting our corporate requirements. The Senior Management of this company are both experienced Law Enforcement Professionals, with over 65 years of hands on Law Enforcement experience with the LAPD. They are very cognizant of the need for top quality performance, and they will monitor this contract closely, as they do all of their contracts. We provide our personnel with the best possible training and equipment, and we demand top performance. We pay our personnel a good wage, and will not accept any sub-standard performance from any employee at any time.

FORM P-3

## QUALITY CONTROL PLAN

**Provide a detailed description of how you will ensure that your employees provide the Contract service in accordance with the Performance Requirements Summary and other Contract provisions. Attach or describe your Quality Control Plan, explaining the following:**

a. Who will supervise and review the work done under Security Guard Services Contract?
Ken Hillman, Vice President - Operations, is the person responsible for all Quality Control on Security Contracts. He performs all Unannounced Inspections, and receives all Scheduled Inspection Reports.

b. What steps will you take to correct deficiencies reported by the Department or discovered by your reviewer?
We will initiate immediate steps to correct all discrepancies, either through counseling, disciplinary actions, or revised training courses and OJT.

c. If the Department complains that work has not been adequately performed and requests immediate correction, how soon will your firm be able to respond?
All discrepancies or complaints will be acted upon immediately. A report of action being taken will be provided by Noon of the next business day.

d. How will you cover unexpected absences?
By covering the post with our Field Supervisor, while we bring in someone from of Reserve Force of Trained and Approved personnel.
We utilize Part Time Personnel to cover these situations, by being able to hold over when required, last resort is to bring in Reserve Force.

e. If you have a written quality control plan, inspection plan or written procedures for your staff, please attach them.
Please see our Corporate Capability Exhibit.

## BUSINESS AND FINANCIAL SUMMARY

**Attach all documentation listed on Page 6 of the RFP (Under Business and Financial Summary).**

**1. List all of the governmental agencies and private institutions for which your firm has provided security guard services during the last five years. *(At least 5 years' experience in the field must be demonstrated.)* FAILURE TO LIST ALL OF YOUR FIRM'S EXPERIENCE WITH GOVERNMENT AGENCIES AND PRIVATE INSTITUTIONS DURING THE LAST FIVE YEARS MAY RESULT IN REJECTION OF YOUR PROPOSAL.**

**GOVERNMENT AGENCIES:**

| Start of Contract | End of Contract | Name of client | Address of client | Project Mgr./ Contact person | Phone number | Description of Services |
|---|---|---|---|---|---|---|
| 10/02 | Active | Dept of Health Services | 44900 North 60th St, W. Lancaster, CA | Steve Dobbs | (661) 945-8334 | 18 Officers, Armed & Unarmed |
| 01/97 | Active | L.A. County, OPS | 14445 Olive View Dr, #N, Sylmar, CA | Capt. Ed Antwistle | (818) 364-3409 | 43 Officers, 5 days/Week |
| 02/06 | Active | USDA, Aphis | Gulfport, MS | Kenny Peterman | (228) 822-3130 Ext 170 | Armed Officers, 24/7 |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |

**Add additional pages if necessary to list all experience with Government Agencies.**

**PRIVATE INSTITUTIONS:**

| Start of Contract | End of Contract | Name of client | Address of client | Project Mgr./ Contact person | Phone number | Description of Services |
|---|---|---|---|---|---|---|
| 09/05 | Active | Manson Construction | 1617 Pier Q St, Long Beach, CA | Larry Liles | (562) 432-6918 | 3 Unarmed Officers, 24/7 |
| 05/02 | Active | Mercedes Benz USA, LLC | 22707 Wilmington Av, Carson, CA | Michael DeVries | (310) 847-3311 | 12 Unarmed Officers, 24/7 |
| 01/00 | Active | Costco Wholesale | 14501 Hindry Ave, Hawthorne, CA | Greg Carter II | (310) 727-0403 | 2 Officers, 24/7 |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |

**2. How many full-time workers does your firm employ?** 105

**3. Attach an organizational chart or describe the organization of your firm:**

A California Corporation, President Mr. Art Lopez, Vice President Mr. Ken Hillman. Corporate Headquarters in Los Angeles, Branch Office in Gulfport, MS. Administrative Staff is at LA Office. Regional Mgr in Baton Rouge, LA.

**4. CREDIT REFERENCES. List at least three recent credit or financial references:**

| Name | Address | Business relationship | Contact person | Phone number |
|---|---|---|---|---|
| Bank of the West | 23865 Hawthorne Blvd, Torrance, CA | Banking | Nine Bigness | (310) 327-9199 |
| Morgan Stanley | One World Trade Cntr, #200, Long Beach, CA | Credit Line | Steve Marinachi | (562) 901-4300 |
| Elizabeth Souther Insurance | 4550 New Linden Hill Rd, #504, Wilmington, DE | Business Insurance | Bruce Montieth | (866) 544-8273 |
| | | | | |

**5. EVIDENCE OF INSURABILITY. Attach a letter of commitment, binder or certificate of current insurance coverage meeting the limits and other requirements of Section 3.9 of the Contract.**

**6. LABOR AND PAYROLL VIOLATIONS. Within the last three years, a public entity (including, but not limited to, the State Labor Commission, the Los Angeles County Auditor-Controller, the Los Angeles County Office of Affirmative Action Compliance, and any other County department):**

☒ has not found the Proposer responsible for any labor, wage, or payroll violations

☐ has found the proposer responsible for the following violation(s):

**6. ADDITIONAL INFORMATION (Attach additional pages if necessary):**

# North American Security, Inc.
# References

1. Department of Health Services
   High Desert Hospital
   44900 North 60th Street West
   Lancaster, California 93536
   Mr. Steve Dobbs, Hospital Administrator
   Office: (661) 945-8334
   Fax: (661) 945-8474
   Start Date: October 2002
   Still Active
   Annual Contract Value: $568,000.00
   18 Armed/Unarmed Security Officers

2. Manson Construction
   1617 Pier Q Street
   Long Beach, California 90802
   Mr. Larry Liles, Operations Manager
   Office: (562) 432-6918
   Cell: (562) 762-5407
   Fax: (562) 437-7032
   Start Date: September 1, 2005
   Still Active
   Annual Contract Value: $114,192.00
   2-3 Unarmed Guard 16-24 hours a day, 7-days a week

3. Mercedes Benz USA, LLC
   22707 Wilmington Avenue
   Carson, California 90745
   Michael DeVries, Department Manager
   Office: (310) 847-3311
   Fax: (310) 847-3310
   Start Date: May 2002
   Still Active
   Annual Contract Value: $254,000.00
   12 Unarmed Security Officers, 24-hours a day, 7-days a week

4. County of Los Angeles, Office of Public Safety
   14445 Olive View Drive, Cottage "N"
   Sylmar, California 91342
   Captain Ed Antwistle
   Office: (818) 364-3409

Start Date: January 1997
Still Active
Annual Contract Value: $1.1 Million
43 Security Officers, 5-days a week

5. Costco Wholesale
14501 Hindry Avenue
Hawthorne, California 90250
Mr. Greg Carter II, Warehouse Manager
Office: (310) 727-0403
Start Date: January 2000
Still Active
Annual Contract Value: $62,400.00
2 Security Officers, 7-days a week

6. U.S. Department of Agriculture
APHIS APHIS MRPBS ASD
Butler Square West, 5th Floor
100 North 6th Street
Minneapolis, MN 55403
Contract Site: APHIS, Gulfport, MS
Mr. Kenny Peterman
Tel: (228) 822-3130 Ext. 170
Start Date: February, 2006
Still Active – 5 Year Term
Annual Contract Value: $251,061.60
Armed Security Officers, 24 Hrs Day

# ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY): 1/3/06

**PRODUCER**

ASL Insurance Services
3533 North Verdugo Road
Glendale, CA 91208

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

**INSURERS AFFORDING COVERAGE**

**INSURED**

North American Security, Inc.
2760 East Spring Street, Suite # 140
Long Beach, CA 90806

INSURER A: Everest Indemnity Insurance Company
INSURER B:
INSURER C:
INSURER D:
INSURER E:

**COVERAGES**

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | POLICY NUMBER | POLICY EFFECTIVE DATE (MM/DD/YY) | POLICY EXPIRATION DATE (MM/DD/YY) | LIMITS | |
|---|---|---|---|---|---|---|
| A | GENERAL LIABILITY<br>[X] COMMERCIAL GENERAL LIABILITY<br>[ ] CLAIMS MADE [X] OCCUR<br>[X] Errors & Omiss.<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>[ ] POLICY [ ] PRO-JECT [ ] LOC | 51GL001370-051 | 11/1/05 | 11/1/06 | EACH OCCURRENCE | $ 1,000,000 |
| | | | | | FIRE DAMAGE (Any one fire) | $ 50,000 |
| | | | | | MED EXP (Any one person) | $ 5,000 |
| | | | | | PERSONAL & ADV INJURY | $ 1,000,000 |
| | | | | | GENERAL AGGREGATE | $ 2,000,000 |
| | | | | | PRODUCTS - COMP/OP AGG | $ 1,000,000 |
| | AUTOMOBILE LIABILITY<br>[ ] ANY AUTO<br>[ ] ALL OWNED AUTOS<br>[ ] SCHEDULED AUTOS<br>[ ] HIRED AUTOS<br>[ ] NON-OWNED AUTOS | | | | COMBINED SINGLE LIMIT (Ea accident) | $ |
| | | | | | BODILY INJURY (Per person) | $ |
| | | | | | BODILY INJURY (Per accident) | $ |
| | | | | | PROPERTY DAMAGE (Per accident) | $ |
| | GARAGE LIABILITY<br>[ ] ANY AUTO | | | | AUTO ONLY - EA ACCIDENT | $ |
| | | | | | OTHER THAN AUTO ONLY EA ACC | $ |
| | | | | | AGG | $ |
| | EXCESS LIABILITY<br>[ ] OCCUR [ ] CLAIMS MADE<br>[ ] DEDUCTIBLE<br>[ ] RETENTION $ | | | | EACH OCCURRENCE | $ |
| | | | | | AGGREGATE | $ |
| | | | | | | $ |
| | | | | | | $ |
| | | | | | | $ |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY | | | | [ ] WC STATU-TORY LIMITS [ ] OTH-ER | |
| | | | | | E.L. EACH ACCIDENT | $ |
| | | | | | E.L. DISEASE - EA EMPLOYEE | $ |
| | | | | | E.L. DISEASE - POLICY LIMIT | $ |
| | OTHER | | | | | |

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

**CERTIFICATE HOLDER** [ ] ADDITIONAL INSURED; INSURER LETTER:

County of Los Angeles
375 Kenneth Hahn Hall of Admin.
500 West Temple Street
Los Angeles, CA 90012
Attn: Ms. Vicky Lane

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

ACORD 25-S (7/97)

**FORM P-5**

## REQUEST FOR PROPOSALS -- PROPOSER'S CERTIFICATION

On behalf of Proposer North American Security, Inc., the undersigned certifies, declares and agrees as follows:

1. **Absence of Any Conflict of Interest.** The Proposer is aware of the provisions of Section 2.180.010 of the Los Angeles County Code and certifies that neither Proposer nor its officers, principals, partners or major shareholders are employees of either the County or another public agency for which the Board of Supervisors is the governing body or a former employee who participated in any way in the development of the Contract or its service specifications within 12 months of the submission of this Proposal.

2. **Independent Price Determination.** The Proposer certifies that the prices quoted in its Proposal were arrived at independently, without consultation, communication, or agreement with any other Proposer for the purpose of restricting competition.

3. **Compliance with County Lobbyist Ordinance.** The Proposer is familiar with the requirements of Chapter 2.160 of the Los Angeles County Code. All persons acting on Proposer's behalf have complied with its provisions and will continue to do so pending and subsequent to the award of the Contract by the Board of Supervisors.

4. **Antidiscrimination.**

   **(a)** In accordance with Section 4.32.010.A of the Los Angeles County Code, all persons employed by the Proposer, 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 and the State of California. The following policies and procedures shall be in force and effect over the Contract term: (1) a written policy statement prohibiting discrimination in all phases of employment; (2) periodic self-analysis or utilization analysis of Proposer's work force; (3) a system for determining if Proposer's employment practices are discriminatory against protected groups; and (4) where problem areas are identified in employment practices, a system for taking reasonable corrective action to include establishment of goals or timetables;

   **OR:**

   **(b)** Proposer is exempt from the provisions of Section 4.32.010 because the Contract is for the performance of professional, scientific, expert or technical services of a temporary and occasional character involving only a single individual or an individual or a firm employing less than 10 persons in connection with the performance of such Contract.

5. **Consideration of GAIN/GROW Participants for Employment.** As a threshold requirement for consideration for Contract award, Proposer shall demonstrate a proven record of hiring GAIN/GROW participants or shall attest to a willingness to consider GAIN/GROW participants for any future employment 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 promotional opportunities.

☐ Proposer has a proven record of hiring GAIN/GROW participants (subject to verification; attach proof);

**OR:**

☑ Proposer is willing to consider GAIN/GROW participants for any future employment opening and to provide employed GAIN/GROW participants access to the Proposer's employee mentoring program, if available.

**On behalf of Proposer, I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct:**

Manager Contract Compliance & Marketing
Title

William H. Hause
Name

Signature

October 2, 2006
Date

FORM P-6

County of Los Angeles – Community Business Enterprise Program (CBE)

**Request for Local SBE Preference Program Consideration and CBE Firm/Organization Information Form**

**INSTRUCTIONS: All proposers/bidders responding to this solicitation must complete and return this form for proper consideration of the proposal/bid.**

I. **LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM:**

FIRM NAME: North American Security, Inc.

☑ I AM NOT
☐ I AM

A Local SBE certified by the County of Los Angeles Office of Affirmative Action Compliance as of the date of this proposal/bid submission.

☐ As an eligible Local SBE, I request this proposal/bid be considered for the Local SBE Preference.

My County (WebVen) Vendor Number: #05347301

II. **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:** ☐ Sole Proprietorship ☐ Partnership ☒ Corporation ☐ Non-Profit ☐ Franchise ☐ Other (Please Specify) _____

**Total Number of Employees** (including owners): 124

**Race/Ethnic Composition of Firm.** Please 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 | | | | | 12 | 3 |
| Hispanic/Latino | 1 | | 2 | 2 | 33 | 3 |
| Asian or Pacific Islander | | | | 2 | 18 | 4 |
| American Indian | | | | | | |
| Filipino | | | | | 20 | |
| White | 1 | 1 | 2 | | 18 | 1 |

III. **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 | % | 51 % | % | % | % | 49 % |
| Women | % | % | % | % | % | % |

IV. **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 | Dis-advantaged | Disabled Veteran | Expiration Date |
|---|---|---|---|---|---|
| | | | | | |
| | | | | | |

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

| Print Authorized Name | Authorized Signature | Title | Date |
|---|---|---|---|
| William H. Hause | William H. Hause | Mgr Contract Compliance | 09/30/06 |

FORM P-7

# 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 Bidder is excepted from the Program.**

| | | |
|---|---|---|
| **Company Name:** North American Security, Inc. | | |
| **Company Address:** 4201 Wilshire Blvd., Suite 440 | | |
| **City:** Los Angeles | **State:** California | **Zip Code:** 90010-3601 |
| **Telephone Number:** (323) 634-1911 | | |
| **Solicitation For (Type of Services):** Armed Guard 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, including full-time and part-time 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:** William H. Hause | **Title:** Manager Contract Compliance & Marketing |
| **Signature:** William H. Hause | **Date:** October 2, 2006 |

# COUNTY OF LOS ANGELES
# LIVING WAGE PROGRAM

Form P-8

## ACKNOWLEDGEMENT AND STATEMENT OF COMPLIANCE
## LABOR/PAYROLL/DEBARMENT HISTORY

**Firm must complete and submit a separate form** (make photocopies of form) **for each instance of** (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:<br>North American Security, Inc. | Print Name of Owner:<br>Art Lopez, President |
| Print Address of Firm:<br>4201 Wilshire Blvd., Suite 440 | Owner's/Agent's Authorized Signature: |
| City, State, Zip Code:<br>Los Angeles, CA 90010-3601 | Print Name and Title:<br>William H. Hause, Mgr Contract Compliance |

| | | |
|---|---|---|
| **Public Entity Name:** | | Date of Incident: |
| **Case Number/Date Claim Opened:** | Case Number:<br>None | 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.

Form P-9

# COUNTY OF LOS ANGELES
# LIVING WAGE ORDINANCE

## *Contractor Living Wage Declaration*

The contract to be awarded pursuant to this Request for Proposal (RFP) is subject to the County of Los Angeles Living Wage Ordinance (Program). You must declare your intent to comply with the Program.

If you believe that you are exempt from the Program, please complete the Application for Exemption form and submit it, as instructed in the RFP, to the County awarding department.

---

Please check the option that best describes your intention to comply with the Program.

☑ I do not have a bona fide health care benefit plan for those employees who will be providing services to the County under the contract. I will pay an hourly wage rate of not less than **$9.46 per hour** per employee.

☐ I do have a bona fide health care benefit plan for those employees who will be providing services to the County under the contract but will pay into the plan **less than $1.14 per hour** per employee. I will pay an hourly wage of not less than **$9.46 per hour** per employee.

☐ I do have a bona fide health care benefit plan for those employees who will be providing services to the County under the contract and will pay into the plan **at least $1.14 per hour** per employee. I will pay an hourly wage of not less than **$8.32 per hour** per employee.

Health Plan(s):_____

Company Insurance Group Number: _____

Health Benefit(s) Payment Schedule:

☐ Monthly ☐ Quarterly ☐ Bi-Annual

☐ Annually ☐ Other: _____ (Specify)

PLEASE PRINT COMPANY NAME:

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

SIGNATURE: William H. Hause DATE: October 2, 2006

PLEASE PRINT NAME: William H. Hause TITLE OR POSITION Mgr. Contract Compliance

FORM P-11

# CHARITABLE CONTRIBUTIONS CERTIFICATION

North American Security, Inc.

Company Name

4201 Wilshire Blvd, Ste 440, Los Angeles, CA 90010-3601

Address

95-4502871

Internal Revenue Service Employer Identification Number

None

California Registry of Charitable Trusts "CT" number (if applicable)

The Nonprofit Integrity Act (SB 1262, Chapter 919) added requirements to California's Supervision of Trustees and Fundraisers for Charitable Purposes Act which regulates those receiving and raising charitable contributions.

**Check the Certification below that is applicable to your company.**

☑ Proposer or Contractor has examined its activities and determined that it does not now receive or raise charitable contributions regulated under California's Supervision of Trustees and Fundraisers for Charitable Purposes Act. If Proposer engages in activities subjecting it to those laws during the term of a County contract, it will timely comply with them and provide County a copy of its initial registration with the California State Attorney General's Registry of Charitable Trusts when filed.

**OR**

☐ Proposer or Contractor is registered with the California Registry of Charitable Trusts under the CT number listed above and is in compliance with its registration and reporting requirements under California law. Attached is a copy of its most recent filing with the Registry of Charitable Trusts as required by Title 11 California Code of Regulations, sections 300-301 and Government Code sections 12585-12586.

Signature

October 2, 2006

Date

William H. Hause, Manager Contract Compliance & Marketing

Name and Title of Signer (please print)

# North American Security, Inc.

## Corporate Capability

North American Security, Inc. was established in 1994, as a professionally managed full-service security company predominately serving corporate America and governmental agencies. Our goal is centered on the concept of providing quality service and a superior product to the customer. We believe that, "giving the customer what they need in order to accomplish their objectives not only serves the customer well, but it is the very instrument that enables us to meet our own objectives." With this basic philosophy, North American Security, Inc. expects dynamic growth as we enter the 2000's. North American Security, Inc. is capable of providing its customers with the widest range of physical security, investigative and consulting services available in the industry today. The North American Security, Inc. organization can solve virtually any loss prevention or asset protection problem imaginable.

### MANAGEMENT PHILOSOPHY

North American Security's management philosophy goes beyond settling for the adequate and pursues excellence. We are sure that this is the only way to meet the ever-increasing needs and demands of business and industry. We are setting standards today that our competitors will try to emulate tomorrow. Our commitment to service remains at the heart of our operation.

At North American Security, we firmly believe that there are three essential factors that determine the quality of service rendered by any supplier in the contract security service industry; they are:

**Employee Selection and Screening**
**Training and Supervision**
**Management Response**

All potential suppliers of security guard service have essentially the same labor resources available to them and, given sufficient time, most agencies can tap such resources and staff your facility. Because of differences resulting from screening and selection procedures employed by various security contractors, the abilities of individuals initially assigned to your facility could be significantly different based on the contractor selected. Secondly, the quality and degree of day-to-day supervision is a prime factor in rendering quality service. All North American Security supervisory candidates must undergo extensive screening to determine if they possess strong supervisory traits. Once selected, all supervisors are given special training in the areas of management appropriate for their various supervisory levels. Specific operational site supervision should and will be tailored to your specific requirements.

Another critical service ingredient is management response, which can only exist if there is significant involvement of all levels of management in the solicitation, start-up and daily operation of the contract. Our philosophy and belief is that problems cannot be effectively solved by individuals otherwise uninvolved in the contract. Conversely, strong involvement of top management and effective communication with middle and lower management will prevent

many potential problems from developing and offer a better basis to effectively deal with those that do.

This discussion can really be summarized in a single word, **PROFESSIONALISM**. This combined with 65 years of management experience in Law Enforcement and the security industry, enables North American Security, Inc. to offer a service policy that we believe is among the most professional and comprehensive in the contract security industry.

## AUXILIARY CAPABILITIES

As a full service company, North American Security, Inc. is capable of providing our clients with a comprehensive and diversified line of security services. In addition to furnishing uniformed security guards, our expertise and resources enable us to offer a wide range of related services.

North American Security's objective with regard to auxiliary services is to provide our customers with a cost-effective solution to their loss prevention needs whether they be simple or complex.

The following services are obtainable through our organization:

**Undercover operations**
**Surveillance**
**Background verification**
**Patent and trademark infringement**
**Legal investigative services**
**Substance abuse**
**White-collar and blue-collar crime**
**Security surveys**

## QUALITY ASSURANCE

Quality Assurance at North American Security, Inc. means diligent attention to the client and a demonstrated ability to fulfill our commitments. We know that our customers have many choices and to remain a leader we must perform.

Establishing quality at the beginning of a contract and maintaining or improving that quality of service during the contract are of primary importance to North American Security, Inc. when providing an efficient, cost-effective security program. We recognize that, in order to successfully realize consistency of quality, a number of factors require special attention. These are:

**A.** Staffing the program at all levels, with professionals who have a commitment to quality and a conscious desire to continually excel in the performance of their duties.
**B.** Providing management and operational support to the security program from all levels of North American Security, Inc. management through an ongoing program of quality control, inspection, and field/administrative support.
**C.** Establishing, at once, compliance with security policies and procedures mandated by the customer and maintaining that compliance at all times.

**D.** Continually working, in a team spirit and effort, with concerned client personnel toward the goal of improving security through cost effective means.

## THE QUALITY ASSURANCE PROGRAM:

In addition to a conscious effort by all levels of management to maintain our commitment to quality, North American Security, Inc. has gone a step further and designed a program that is both pro-active and re-active.

**Pro-Active Approach:**

Once each month the designated client representative is called by one of our executive staff members in an effort to evaluate the service you are receiving. If a client is experiencing problems, the executive management representative works as a liaison between the client and local supervision to resolve the problem. Once executive management begins working with a client, there is continued contact until the problems are resolved. Even when the client and local supervision agree that the solution is working, executive management will continue to follow up to ensure that the problem does not return.

**Re-Active Approach:**

When executive management receives confirmation from local supervision or a client that problems have arisen which diminish the quality of security services they are receiving from North American Security, Inc., our Quality Assurance Intervention Program begins by getting as much information regarding the situation from the client, local supervision and any other parties involved. Our executive management team will discuss the situation and develop workable solutions. The client is kept abreast of the progress and the proposed solutions. Once the problem is resolved, executive management continues to check to make sure the problem does not reoccur.

Our commitment starts the first day and continues each day service is performed. We guarantee it.

## EMPLOYMENT SELECTION PROCESS

It is the policy of North American Security, Inc. to recruit, interview and employ only qualified individuals without regard to race, religion, national origin, sex or age. Such individuals comprise a stable work force that is easily trained, can keep pace with changing demands, are generally more upwardly mobile, and attract other highly qualified applicants.

North American Security, Inc. strives to meet the following criteria for Security Guard Candidates.

**A.** Be at least 18 years of age (21 years of age in those jurisdictions where 21 is the minimum age for security employment).

**B.** Be a high school graduate with the ability to prove such status or possess an equivalency certificate. All documentation will be maintained in the employee's personnel file.

**C.** Be of good general health without physical defects or abnormalities, which would interfere with performance or duties.

**D.** Be literate in English and able to read and understand written orders and instructions; compose reports which convey complete information; complete standard logs and forms.
**E.** Not have been terminated from previous employment for other than honorable circumstances unless extenuating causes can be documented and appropriately verified.
**F.** No record of felony conviction or misdemeanor conviction including moral turpitude.
**G.** Ability to obtain state license with application procedures in process, where appropriate.
**H.** Be well proportioned as to height and weight.
**I.** Honorable military discharge with verification by DD214.

Effective recruiting includes identifying the greatest number of applicants who meet our employment standards. It requires finding enough applicants to fill immediate openings and maintaining an awareness of intermediate and long-term needs.

Furthermore, it means developing a number of sources that provide us with a steady stream of applicants. It demands developing and maintaining a favorable reputation with our most productive recruiting sources.

North American Security, Inc. utilizes the following resources in an effort to recruit qualified personnel:

A. Educational Facilities
B. Government Employment Agencies
C. Minority Applicant Sources
D. Employment Agencies
E. Employee Referrals
F. Veterans - Military
G. Newspaper Advertising

## RECEPTION OF APPLICANTS:

A. Completion of our application for employment.
B. A voluntary disclosure indicating an arrest free record is requested from the applicant and later confirmed with the appropriate state enforcement agency by the submission of an employee registration form and fingerprints.
C. Documentation of educational achievement to substantiate reading and writing skills.

## PRELIMINARY (SCREENING) INTERVIEW:

A. A North American Security, Inc. supervisor will review the employment application to determine generally whether the applicant has the ability and the desire to join our team in the capacity for which job openings exist.
B. The applicant is then given a brief interview to eliminate those who are obviously unsuitable and to give those who appear promising a clear general picture of North American Security, Inc. as a whole and the responsibilities and duties of the particular position for which the applicant is applying.

C. After each interview, a background investigation is conducted by checking employment and personal references; criminal history and verifying the information on the application.

## INSTRUCTIONS AND TRAINING

North American Security, Inc. has made a commitment to training as an integral part of our overall security service. Training is accomplished through a combination of classroom lecture, practical exercises and on-the-job training. North American Security's management will be responsible for training after consultation and discussion with your designated facility representative(s).

The training program includes general subjects as well as specialized subjects that relate to a particular industry or type of facility. The program is designed to maintain the employee's interest, as well as to provide them with information that will assist in protecting them and your facility. Classroom instruction and various hands on exercises are utilized to illustrate the various areas covered. They include but are not limited to the following:

**A.** Introduction - General orientation covering Company philosophy stressing our concern for delivering a quality service to our clients, our organizational structure, career opportunities within North American Security, Inc., and various incentive programs offered by the Company.

**B.** Duties and Functions of a Security Guard - This section describes what a security guard is, what is expected of him/her, and how he/she is viewed by the public and the client. It also reinforces North American Security, Inc. rules and regulations.

**C.** Fire Prevention - This section aids the guard in identifying what constitutes potential hazards. It outlines procedures to follow under several sets of circumstances and how to report the situation. Fire prevention and fighting and control measures are emphasized in this area. The guard learns the types of fires and how to extinguish fires using proper extinguishers.

**D.** Report Writing - The guard learns to be observant through several exercises testing this skill. The relationship to observing and accurately reporting is emphasized. What to include in the report is discussed by using the basic elements of a report, i.e. Who, What, When, Where, Why, and How. The incident report is used as a tool to practice their skill.

**E.** Authority and Arrest - This is a discussion about the actual authority of a security guard including but not limited to the following:

1. Police Powers vs Private Guards
2. What Constitutes an Arrest
3. Power to Arrest
4. Problems of Arrest

F. Public Relations - This section discusses communication skills, appearance and attitude. Emphasis is placed on how these elements affect the projection of authority and professionalism.

G.. Emergency Procedures - Types of emergencies and disturbances are discussed such as:

1. Injuries
2. Bomb Threats
3. Fires
4. Intrusions
5. Disturbances

Methods of responding to these and other types of emergencies are offered. Familiarization with post orders at a facility and the emergency telephone numbers is essential and highly stressed since the guard will have to react quickly in these circumstances.

North American Security's Training staff is comprised of personnel with a strong background in both Training and Law Enforcement.

## ON-THE-JOB TRAINING;

All security guards assigned to your facility will be trained at the job site until they are able to assume their prescribed duties without direct supervision.

All guards will have a general familiarization with your facility prior to their actual arrival for on-the-job training. We believe that the guard should know what is expected of him so that he does not undertake responsibilities beyond his interest or capabilities. This procedure has been an important factor in reducing turnover.

The Post Orders, which are prepared for your business or facility, are an important part of the training process. The guard must be fully familiar with the procedures and job duties at your facility. In addition, the guard will receive supervised training of the actual duties he is to perform. Only when the training supervisor feels that the guard can fully perform his job will he be given the security responsibility.

After the initial on-the-job training, a supervisor will follow up to ensure that all guard(s) assigned are competent in performing their duties. Regular inspections are conducted to maintain a consistent high level of service.

## POST ORDERS/JOB DESCRIPTION MANUAL

In order to efficiently and effectively provide the services at your facility, a comprehensive set of post orders, as previously mentioned, will be developed and maintained by North American Security, Inc. These post orders will contain complete duty instructions for all posts.

Although any topical list for post instructions is endless, a limited sample of specific site orders is offered below:

1. **General Information**
2. **Communications Equipment**
3. **Computer Room Security Procedures**
4. **Emergency Procedures**
5. **Emergency Telephone Call Procedures**
6. **Flag Procedures**
7. **Gate Operations and Control**
8. **Gate Passes for Property Removal**
9. **General Orders and Regulations**
10. **Identification Cards and Auto Decals**
11. **Incident Reports**
12. **Intrusion Alarms**
13. **Key Control Systems**
14. **Mail Pickup and Delivery**
15. **Public Relations**
16. **Safety and First Aid**
17. **Security Clock Rounds**
18. **Security Personnel Schedule**
19. **Snow Removal**
20. **Telephone Techniques**
21. **Truck Scale Procedures**
22. **Traffic Control and Parking**
23. **Vehicle Usage and Control**
24. **Vehicular, Package and Employee Inspections**

**25. Visitor Control**

There obviously will be additional topics, which will be spotlighted through our discussion with your contract administrators. All guard instructions will be incorporated in the Post Orders. These Post Orders will be reviewed and updated as necessary.

## SUPERVISORY TRAINING:

The position of Supervisor is very critical to the North American Security, Inc. operational structure. For this reason, we put special effort into selecting and training the individuals chosen for the supervisory function.

In *addition* to security training the supervisor is expected to:

**A.** Be completely knowledgeable of the Post Orders; the physical facility, routine and emergency procedures, special instructions, and all post duties at the facility.

**B.** Be responsible for seeing that security force members on location are familiar and understand new, changed or special instructions.

**C.** Inspect security guards for appearance and uniform standards. Discuss substandard items with them and see that corrections are made.

**D.** Review all reports and logs to see that they are clear, complete, informative and legible before forwarding them to the designated client representative.

**E.** Work with newly assigned security guards to verify proper training and instruction was and is conducted in all aspects of their duties.

**F.** Make recommendations to the North American Security Office on guards who are worthy of promotion, should be singled out for commendation, or who are substandard in appearance, performance, or who are in other ways not satisfactory for duty.

**G.** Maintain discipline with respect to familiarity of the security force with employees or other personnel on the location. Identify potential attitude or personal problems that may interfere with proper and professional discharge of security duties.

**H.** Investigate any apparent security work deficiencies such as missed key stations, failure to discharge certain duties or assignment at the prescribed time, sloppy or incomplete work, and suspicious activities.

**I.** Notify the proper authorities promptly in unusual or emergency situations according to the prescribed directions in the Post Orders.

**J.** Make final decisions in all cases where a dispute or difference arises between security guards or between a security guard and himself. Take charge and direction in unusual or emergency situations requiring immediate action and deviation from prescribed duties and notify proper persons as quickly as the situation permits.

**K.** Be responsible for proper use, maintenance and accounting of all equipment such as radios, foul weather gear, vehicles, clocks, etc.; that are used by the security force.

**L.** Be responsible for exercising leadership and maintaining high morale. Report all situations adversely affecting morale to the North American Security Manager for action or directions.

**M.** Be responsible to see that the security personnel are relieved at each post, with oncoming personnel at the change of a shift. Pass on reports, information, instructions, special orders, etc. to the relief supervisor.

**N.** Maintain accurate sign in and out records of security force members.

**O.** Contact replacement or site assigned relief personnel, for any absentees or emergency situations requiring additional security coverage. Maintain complete coverage of all posts.

## UNIFORMS

Uniforms are an important part of a security program. North American Security, Inc. does all that is possible to encourage guards to look their best at all times. Not only do we issue an adequate amount of uniforms, but we actually encourage the guards to maintain a professional appearance. This is done in two ways:

**A.** We reimburse the guards for professional cleaning costs and

**B.** We encourage guards to exchange uniforms showing unsightly wear or stains - again, there is no charge to the guard.

These measures demonstrate the North American Security, Inc. commitment to providing a professional security service. Very often the guard is the first person a visitor sees at your facility. Their professional appearance reflects on you, your company, the guard and North American Security, Inc. Proper wearing of uniforms presents an image of authority while aiding in public relations and creates a sense of pride in the guard's position.

A well-maintained uniform on a North American Security, Inc. guard demonstrates that he/she is ready, willing and able to perform the duties and undertake the responsibilities at your facility.

## INSURANCE

North American Security, Inc. maintains all risk combined single limit commercial general liability insurance in the minimum amount of $1,000,000.00; and worker's compensation in accordance with statutory requirements.

A properly executed certificate of insurance indicating the limits of coverage will be forwarded to you at the commencement of service.

## STAFFING PLAN

The Attached Quote and the final award will determine the level of staffing that is to be provided.

## SUPERVISION

One of the most important elements of an effective contract security program is the supervision of the security guards.

North American Security, Inc. will dedicate a supervisor to the security operation at your facility. This establishes a point of contact at site level, as well as identifies the individual in charge who will direct the activity of all security guards assigned to your site. This individual is responsible for reporting all needs, deficiencies, problems, and security incidents in accordance with the policies and procedures as defined by you and North American Security, Inc.

In addition to dedicated supervision, North American Security, Inc. employs Field Inspectors who make random inspections at client facilities, at anytime, twenty-four hours a day, seven days a week. Visits are unannounced, unless responding to emergency situations, or assisting in on-the-job training. The Field Inspector will report back, in writing, to the Area Office, on the appearance, job knowledge and attitude of all security guards who are seen during the visit.

It is our belief that the supervisory function is an integral part of a security program. For this reason, a great deal of effort is put forth to hire and train supervisory personnel.

**TRANSITION**

Upon selecting North American Security, Inc. to provide contract security service, the following will be accomplished to ensure a smooth, positive, and successful service transition:

A. Make a preliminary, but thorough, on-site security assessment analysis with each client security supervisor.
B. Jointly establish meeting dates with designated management personnel to review, in part, the following:

    1. All facets of the proposal and contract
    2. Any prior problems or concerns
    3. Special security duties or procedures
    4. Training guidelines
    5. Lines of communication and management control
    6. Security assessment analysis recommendations
    7. Schedule of working hours
    8. Safety and fire protection

C. Initiate recruiting process by conducting interviews and pre-employment screening.
D. Develop a draft of the Post Orders.
E. Uniform all personnel.
F. Classroom and on-site training.
G. Commence service
H. Service evaluation by Client and our management personnel.

North American Security's management staff actively supports our security personnel, to include taking an active part in setting up procedures. Throughout the term of the contract, these same people will be available to respond as emergencies or procedural improvements warrant assistance.

Normally, two weeks are required for a smooth, logical and orderly transition from your present security system.

Please know that, should circumstances dictate, we can start most service within a one-week period and virtually any service within a two week period.

## COST PROPOSAL

### Impact of Guard Pay Rates on Contract Performance

On any given contract, the performance expectations of a client must be completely understood in order to properly determine the quality level of employee necessary to achieve the desired objectives. Once this has been determined, a pay and benefit structure must be implemented that will not only attract the right caliber of applicants, but will also be effective in retaining them.

In establishing wage rates for our proposed contract, consideration is given to your specific requirements in terms of your stated objectives.

The above factors, coupled with the most recent manpower availability statistics for your area, is the basis for our wage and benefit recommendation that will enable us to provide the desired quality of personnel and thus, the desired quality of service.

A. Pay Rate: This is quoted in our attached Quote, as an all inclusive Price per Hour for service.
B. Holidays: All personnel assigned to your facility who are required to work on any of the Company/Client observed holidays will receive premium holiday pay.
C. Vacation: All full-time personnel will receive one week of paid vacation after one full year of uninterrupted full-time service.
D. Uniforms and Equipment: All personnel will be provided with uniforms and equipment needed to perform the security functions as prescribed by the client.
E. Cleaning of Uniforms: North American Security will, on a monthly basis, reimburse the security guards a reasonable amount of dry cleaning to assure a professional appearance.
F. Worker's Compensation Insurance: All personnel are covered as required by State Law, by worker's compensation insurance.

## SUMMARY

North American Security appreciates this opportunity to present our proposal. We would welcome the opportunity to meet and discuss any items that were not clearly presented, or to work out some agreeable solution to both parties where there may be a difference of ideas or concepts.

We have attempted, throughout this proposal, to demonstrate that North American Security is a competent, qualified and sincerely interested supplier. You, as the customer, must make the determination as to whether or not you feel we are uniquely qualified to provide you with the best combination of management expertise, price, back-up capabilities, and just plain "on the job performance" than any of our competitors.

It is the North American Security philosophy that close contact with our client, immediate response to a problem, good supervision and an efficient, knowledgeable management team that can assist the client in determining how best to counter a security problem, are the basic criteria for the establishment of a well organized and efficient guard force.

We want you to know that our price is secondary and that your satisfaction is our primary goal. If selected, we can assure you that no effort will be spared to give you the best possible service, as honestly as we know how.

# NORTH AMERICAN SECURITY, INC.

## SECURITY OFFICERS HANDBOOK
### (STANDARD GOVERNMENT CONTRACTS)

# DRAFT

This handbook is intended as a guide for the efficient and professional performance of your job. Nothing herein contained shall be construed to be a contract between the employer and the employee, nor as containing binding terms and conditions of employment. The company retains the absolute right to terminate any employee at any time, with or without good cause. Management retains the right to change the contents of this handbook as it deems necessary, with or without notice.

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## SECTION 1

### 1.1 THE ROLE OF THE SECURITY OFFICER

#### 1.1.1 TO EACH SECURITY OFFICER

In your position as a Security Officer, you will be called on to perform many different assignments. This Handbook has been prepared to service as a guide to performing these tasks. Even though the procedures will vary from place to place, the basic purpose behind your work is the same.

It is impossible to cover all the duties that you will be called upon to perform, but this Handbook provides you with general information on accepted techniques. As new procedures are developed, they will be furnished in the form of revisions to the present sections or as additional chapters. You will be expected to keep this book available for ready reference.

Our aim is to continue to improve the services performed by our organization, which will result in benefits to you, the client, and your company.

### 1.2 DUTIES

You have been selected and placed in your present assignment after having met certain requirements necessary to perform your duties. Your Supervisor will instruct you as to what your work and responsibilities are. You should diligently follow your duties and look to your Supervisor for guidance. He or she will answer any questions concerning your job.

#### 1.2.1 TRANSFERS

Due to the nature of the contract security industry, no employee shall have a vested interest in any specific assignment, shift, post, or location. Any employee may be removed / transferred from any assignment for any reason including but not limited to a client directed request. To effect continuity of employment, it may be necessary for you to transfer from your particular location to another site where the Company is in need of employees. If you wish to be considered for a transfer within your present work unit, discuss the matter with your Supervisor.

#### 1.2.2 TRAINING

According to your position with the Company, various training programs will be provided. After basic training, your Supervisor will conduct an on-the-job training. Procedures and forms applicable to your job will be discussed. It is the policy of the Company to encourage and assist you in broadening your knowledge and to prepare you for increasing responsibility within the Company. To meet this obligation, manuals, monthly training bulletins and other materials for your self-improvement are available. You are urged to learn as much as you can about your present job and to qualify yourself for other important positions with the Company.

#### 1.2.3. DRUG AND ALCOHOL POLICY

Except when undergoing prescribed medical treatment as stated below, any use, sales, or possession of narcotics, drugs, controlled substances or alcohol while on duty or on Company property is an offense subject to termination of employment. Off the job use of alcohol which adversely affects an employee's job performance or which will jeopardize the safety of other employees, the public or company equipment is proper cause for administrative or disciplinary action up to and including termination of employment. Illegal use, sale or possession of narcotics, drugs, or controlled substances at any time shall be proper cause for severe disciplinary action up to and including termination of employment.

Employees undergoing prescribed medical treatment with a controlled substance should immediately report this treatment to their Supervisor. Although not grounds for disciplinary action, the use of controlled substances as a part of a

prescribed medical treatment program requires a medical certificate from the prescribing physician stating that job performance will not be impaired by the treatment. If job performance could be impaired, a medical leave of absence will be required.

### 1.2.4. LEAVES OF ABSENCE

Personal, military and disability leaves are available for employees who qualify, except as specified in the Employees Manual. These leaves of absence are always without pay.

1. Personal leave will normally not be granted for a period exceeding ninety (90) days.
2. Military leave as required to fulfill military obligations.
3. Disability leave as certified by a physician will be granted for not to exceed three (3) months (or in accordance with applicable state law).
4. In accordance with the pregnancy Discrimination Act of 1978, employers are required to treat pregnancy and pregnancy related medical disabilities the same as any other medical disability with respect to all terms and conditions of employment. There are states that have additional laws with respect to maternity leave. Management at each location should ensure compliance with any applicable state laws. For further details regarding leaves of absence, please see your Supervisor.

### 1.2.5. SEXUAL HARASSMENT

Sexual harassment, whether it occurs between a supervisor and subordinates or between co-workers, cannot and will not be tolerated by the Company.

Guidelines developed by the Equal Employment Opportunities Commission define sexual harassment as follows: "Unwelcome sexual advances, request for sexual favors, and other verbal or physical conduct of a sexual nature constitutes sexual harassment when, (1) submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment, (2) submission to or rejection of such conduct by an individual is used as a basis for employment decisions affecting such individual, or (3) such conduct has the purpose of effect of substantially interfering with an individual's work performance or creating an intimidating, hostile, or offensive work environment."

Employees who believe they are victims of sexual harassment are to contact their Supervisor, the Area Manager, or the Company.

### 1.2.6. FLAG ETIQUETTE - HOISTING AND LOWERING THE FLAG

When duty requires a guard to do this, the flag should be hoisted briskly and lowered slowly. Any guard other than the one working must render the hand salute while the flag is moving up or down. Two people should fold the flag, and the flag should be folded lengthwise into four folds, with the field uppermost. It is then folded into a triangle, starting at the fly end so that, when the fold is completed, only the field shows. The flag should be stored in a drawer or shelf, not on desk tops, window sills, etc.

A. The flag should never be allowed to touch the ground. If it is wet, it should be dried before it is folded and stored. Drying the flag should be done indoors.

B. The flag should not be flown when the velocity of the wind is more than 15 miles per hour, nor should it be flown in rain, sleet, or snow.

C. If a guard in uniform when the flag is paraded by, it should be saluted (without removing the hat) when the flag is six paces away and then salute held until the flag is six paces beyond them, then drop the salute sharply.

## 1.3. REQUIREMENTS OF A SECURITY OFFICER

### 1.3.1. WHAT IS EXPECTED OF A SECURITY OFFICER

1. ABILITY:

To be able to handle any normal situation which a Security Officer may encounter and know how and where to get help if it is needed.

2. ALERTNESS:

To be alert at all times while on duty, to be always on the watch for activities, conditions or hazards which could result in injury or damage to property and equipment.

3. ATTITUDE:

The Security Officer is frequently the first contact a visitor has with the client. The way in which the visitor is greeted and the visitor's questions are answered will play a significant part on the visitor's appraisal of the client's company. Human and employee relations depend a great deal upon the Security Officer's attitude.

4. COURTESY:

Security Officers must be courteous at all times. An Officer need not be belligerent to be firm. An Officer can be courteous and well-mannered and still be effective.

5. DISCIPLINE:

Personal likes and dislikes should not swerve a Security Officer from his or her duty. Prompt obedience and proper execution of all orders given by superiors is expected from all Security Officers. Discipline does not mean punishment. True discipline is indicated by proper conduct under all conditions by individuals away from the presence of their Supervisors.

6. EXEMPLARY CONDUCT:

To conduct ourselves at all times in a manner which will reflect credit to ourselves and the Company.

7. IMAGINATION:

Security Officers should develop the ability to imagine what might happen under a given set of circumstances and to determine the correct action to be taken if a given emergency should arise.

8. JOB INTEREST:

Security Officers should take pride in their duties and maintain a keen interest in their jobs. This will show in the manner in which they perform their duties and will be recognized by all who come in contact with them.

9. LOYALTY:

A Security Officer must be loyal to the Company. Learn to ask yourself "is this best for the Company?" Loyalty also means that supervisors are able to trust a Security Officer with confidential information.

10. TACT:

A Security Officer should act without haste or undue emotion. Do not argue with people, and avoid force unless absolutely necessary. Present a calm dignified bearing.

REMEMBER:

COURTESY - EARNS RESPECT.

KNOWLEDGE - GETS RESULTS.

PATIENCE - RECEIVES COOPERATION.

SERVICE - INCREASES GOOD WILL.

THE APPLICATION OF ALL THE ABOVE GETS THE JOB DONE.

To properly enforce client rules, a Security Officer must, at all times, abide by these rules as well as abide by our Company's regulation. This is of the utmost importance. Authority is easily abused and nothing creates resentment so quickly as its misapplication. Keep in mind, each person is an individual very similar to yourself and should be treated as such. Seeking revenge for an offense against you lowers you to the level of the offender.

Patience and tact are needed under all circumstances.

## SECTION 2

### 2.1. RULES AND REGULATIONS

#### 2.1.1. ATTENTION TO DUTY:

Security Officers shall demonstrate interest in their work by alertness and attention to duty.

#### 2.1.2. OBEY LAWS:

No Security Officer shall knowing and intentionally violate the laws of the United States, a state, county or municipality.

#### 2.1.3. APPEARANCE OF SECURITY OFFICERS:

Security Officers shall be neat and clean in appearance on duty, and shall wear only the complete uniform prescribed by their Supervisor.

1. Leather and brass will be polished.
2. Uniforms will be clean and presentable at all times.
3. Badges will be worn at all times when on duty.
4. If lockers are provided, the badge and uniform may be kept on the client's property.

Due to the public nature of our business, and the business necessity that uniformed personnel represent a figure of authority, a code relative to hair length and facial hair is hereby prescribed:

Hair is to be neatly combed and appropriately cut to accommodate the wearing of the Security Officer cap. (The cap is part of the official uniform and is required to be worn by male personnel. Female Security Officers will not wear a uniform cap except when client-requested and then they are limited to the official cap or hard hat.) Men's hair length should not extend beyond the collar. Female Officers should wear their hair in a neat fashion.

Regarding male facial hair, a neatly trimmed mustache which does not extend beyond the width of the mouth and the lower lip is permitted. Neatly trimmed sideburns that do not extend beyond the lower part of the ear lobe are also permitted.

No insignias, emblems, buttons, or other items other than those issued by the Company will be worn on the uniform without the expressed permission of the Company.

Shoes will be black leather or comparable material, and polishable. The shoe style must not inhibit safe, agile, and free movement.

**2.1.4. COURTESY TO THE PUBLIC:**

Security Officers will at all times be courteous, kind, patient, and respectful in their dealings with the public and will, by an impartial discharge of their duties, bring credit to themselves, the Company, and the client they represent.

**2.1.5. PUNCTUALITY:**

Security Officers will be prompt and punctual in all assignments. If a Security Officer, for any reason, is unable to report for duty at the specified time, he or she will notify his or her Supervisor at least four hours before shift change.

A Security Officer will not leave an assigned post until properly relieved.

Absence without notification will be cause for disciplinary action.

**2.1.6. ORDERS:**

A Security Officer will obey all orders promptly and inform his or her relief of all new orders issued.

Willful disregard of orders and instructions will be cause for disciplinary action.

**2.1.7. REPORTS:**

A Security Officer

Will be alert and observe everything that takes place within sight and hearing of assigned post.

Will in an emergency not covered by Post Orders immediately report by telephone to the Supervisor.

Will make written reports on all observed violations of laws, client or Post Orders.

Will provide information in reports covering who, when, where, what, and how.

Will report facts, not opinions. False statements will be cause for severe disciplinary actions.

Will, if a Security Officer meets with an accident in the line of duty, however slight, complete a written report covering details with the names of witnesses. This report will be furnished to his or her Supervisor.

Will immediately report to his or her Supervisor in writing any change of home address or telephone number.

Will complete a written report in any case where a weapon has been discharged either by citizens, employees or Security Officers.

Will accurately report all hours worked on the prescribed sign-in form.

What Should Be Reported:

Fire or Safety hazards.

Gas or steam leaks.

Water or liquid overflows.

Power and lights left on unnecessarily.

Theft, accident or property damage.

Defective electrical equipment.

Poor housekeeping and improperly stored materials.

Violations of Company or client rules and regulations.

Evidence of sabotage.

Unauthorized distribution of literature on client property.

Difficulties encountered with employees or visitors requested to comply with client rules and regulations.

Deviations during patrol which require additional time.

Any other occurrences noted by the Security Officer during a tour of duty.

Record of Detex clock rounds.

Client, Company, Supervisory or Manager visit to the post.

## 2.2. REPORT WRITING

### 2.2.1. THE IMPORTANCE OF REPORTS:

Written reports by security Officers are essential in providing protection and safety for business and industry. Reports inform supervisory personnel and management of conditions that need correcting. Reports are used for reference purposes and general record keeping, and as an aid in conducting investigations.

Reports may concern present conditions or past occurrences, but in either case they are frequently kept as a permanent record and often shown to top management officials.

### 2.2.2. BASIC ELEMENTS OF A REPORT:

What?

When?

Where?

Who?

How?

### 2.2.3. ESSENTIAL CONSIDERATIONS IN REPORT WRITING:

OBSERVATION - Notice details. Train yourself to see in detail what you are looking at.

ACCURACY - State the facts as you have seen them and keep personal opinions out of the report.

DETAILS - Do not overlook date, correct time, exact location, what action, if any, was taken, whether the action taken achieved results, and who wrote the report. Do not exaggerate.

SEQUENCE - Set forth the details in the report in the order in which they took place.

BREVITY - Be brief, but tell the story completely.

LEGIBILITY - Print or write neatly and distinctly.

NEATNESS - Correct mistakes and avoid a dirty finger-marked report.

SPELLING AND PUNCTUATION - Be careful to use correct spelling and punctuation.

## 2.3. INSTRUCTIONS FOR ARMED OFFICERS

### 2.3.1. GENERAL INSTRUCTIONS

The authority to carry firearms gives only the right to use them in self-defense of an imminent threat to another human life.

A Security Officer will be held accountable for the unwarranted use of firearms and is personally liable for the WRONGFUL or NEGLIGENT USE OF FIREARMS.

This does not mean that undue risk should be taken when danger threatens, but it does mean that judgement must be used in resorting to the use of firearms.

Firearms will be issued by either the onsite or Area Supervisor and shall be inspected by that individual for loads and cleanliness at the time of issue.

Upon being issued a firearm preparatory to assuming a post of duty, each Security Officer will examine his or her weapon, verify loads and immediately holster the firearm before going on duty, and will not again remove it during the tour of duty except to use in an emergency.

In no situation are weapons to be cleaned on post. Supervisors will issue necessary instructions to provide that all weapons will be cleaned and oiled in appropriate areas, when available

Treat all firearms as though they are loaded. The accidental discharge of firearms will be regarded as negligence.

Weapons will never be laid on desks or furniture during exchanges, or kept in desk drawers.

Any damage to a weapon shall immediately be made the subject of a written report.

Firearms shall not be altered, filed, fitted with new parts, or changed in any way, except when such changes shall have been previously approved by the Supervisor.

Company firearms when not in use, will normally be placed in a secure area.

A Security Officer will use the utmost care in handling firearms.

No weapons will be removed from the facility where the Security Officer is assigned without the express permission of the Supervisor.

Transportation of all weapons will be in accordance with all state, county, and municipal laws.

A Security Officer will never use warning shots in an effort to apprehend a violator.

A security Officer will not carry a personal weapon of any kind, unless mandated by state or local law, while on duty. This includes, but is not limited to, firearms, mace, batons, knives, and handcuffs. The use of personal holster, belts, and other associated equipment is also prohibited.

All weapons, including firearms, batons, mace etc., should be used only at specified posts and only by qualified and licensed personnel and in the prescribed manner.

**2.4. CONDUCT WHILE ON DUTY:**

A Security Officer:

Will remain awake and alert at all times during his or her tour of duty.

Will not read while on duty except material furnished for instructions and in connection with the performance of his or her job.

Will carry on no unnecessary conversation.

Will not argue controversial subjects.

Will not conduct outside business at the employment location or while in Company uniform.

Will not accept gifts or gratuities from anyone for any reason.

Will not attempt to borrow money from fellow employees of the firm where assigned.

Will not use the telephone for personal calls.

Will answer the telephone by saying, Security Officer (name). Will write all messages.

Unless authorized, will not open drawers in cabinets, desk or other storage places. Will not remove, rearrange or read material left on desks or cabinets or allow any unauthorized person to do so.

Will not smoke in prohibited areas or in view of the public. The general client rules in regard to smoking will be adhered to.

Will not use threatening, abusive or insulting language or behave in a disrespectful manner to the public or fellow employees.

**2.5. PROHIBITED ACTIVITIES:**

A Security Officer:

Will not knowingly associate or have dealings with person or organization advocating or fostering hatred or prejudice against any racial or religious group.

Will at no time knowingly associate with any persons engaged in unlawful activities.

Will not drink intoxicants immediately prior to or while on duty, or at any time to the extent of becoming unfit for duty.

Will not at any time use narcotic or habit forming drugs unless prescribed by a licensed physician.

Will not enter premises where intoxicants are sold while in the uniform of the Company.

Will not report for duty with the odor of any alcoholic beverage on his or her breath.

Will not play cards or games of chance on the client premises.

Will not authorize his or her name and title on photographs in uniform for an advertisement, endorsement or subscription for any Company without the written permission of the Company.

Will not give interviews or make public statements concerning the activities or policies of the Company or the client to which they are assigned without the written permission of the Company.

Will regard as confidential all material and information that come to them in the line of duty.

**2.6. DEBTS:**

All Security Officers are expected to support their families and pay their debts.

**2.7. VISITING:**

Security Officers:

Are prohibited from entering a working area of a client more then ten (10) minutes before the start of their work shift and from remaining more than ten (10) minutes after their shift has ended. Security Officers are not permitted to enter any work area of a client for any purpose during their off-duty hours except as may be expressly authorized by appropriate authorities. This prohibition does not apply to off duty employees entering a client's premises as a member of the general public for purpose which the client's business is held open to the general public.

Will not permit individuals to visit with them for the purpose of discussing personal or other unofficial matters while on duty at a client's premises.

**2.8. LABOR DISPUTE DUTIES:**

A Security Officer may be assigned to protect a client's property because the client is engaged in a dispute with labor and the employees have stopped work. A Security Officer is authorized by law to cross a picket line in going to and from duty at the client's plant while in company uniform. The Officer will not report to the Company or to client anything that may have been discussed by the striking employees. An Officer will not attempt to force or escort anyone through a picket line. An Officer will be given special instructions before being assigned to duty where a strike is in progress.

**2.9. LEGAL ASPECTS OF INDUSTRIAL SECURITY AND PLANT PROTECTION:**

**2.9.1. GENERAL INFORMATION**

A Security Officer is not engaged in law enforcement as such. Therefore, an Industrial Security Officer is not a Law Enforcement Officer or Sheriff.

Security Officers endeavor to protect the production of goods and services and the client management made rules and regulations regarding the conduct of persons engaged in production. The result is a smooth flow of production, not law enforcement.

Most rules and regulations do not have the force of law. An employee cannot be deprived of his or her freedom because he or she has broken a rule or regulation to help production. The most that can be done is dismissal of the employee.

Violation of law by someone working on the Client's premises presents the same situation as someone breaking the law elsewhere. The case is under the jurisdiction of law enforcement agencies: local, state, or federal.

Work performed by a Security Officer is not related to police work. Execution of the job and training are different. Leave law enforcement to the responsible agencies.

### 2.9.2 DUTIES OF INDUSTRIAL SECURITY OFFICERS

To endeavor to prevent unlawful entry.

To endeavor to prevent death.

To endeavor to prevent violation of client rules and regulations.

To endeavor to prevent violations of local, state, and federal laws.

To endeavor to prevent fires, and in the event of a fire to give the alarm immediately and take other action that is necessary.

To know the location of the nearest telephone and how to report fire, emergency, or conditions of disorder.

To be alert for and report safety hazards.

To know the location of the nearest first aid, fire-fighting and medical equipment.

To familiarize yourself with installation geography and be able to direct people.

To enforce all security, traffic and parking regulations.

To keep roadways clear in case of an emergency.

To take charge of your post and protect all government and client property in view as well as personal property of client employees.

To familiarize yourself with the latest issue of the special and General Orders of the post.

To report immediately any unusual happenings to your immediate supervisor.

To call your immediate Supervisor in any case not covered by orders.

To immediately call your Supervisor if you receive an order from a recognized client or government official, inform the Supervisor of the instructions received, and request official orders.

### 2.9.3. MAKING ARRESTS

A Security Officer has no greater authority than a private citizen. As a general rule, a Security Officer or any private citizen may arrest an offender without a warrant when the offense is committed in his or her presence, within his or her view, if the offense is a felony or an offense against public peace. However, arrest laws vary from state to state and this rule does not apply in every state. A felony is ordinarily any offense punishable by death or confinement in a penitentiary for a period of more than one year. Arrests should be made only with the consent of a superior and only on client or company property, except in an emergency situation. False arrests and searches can result in civil and criminal lawsuits.

Before making an arrest the Security Officer should know:

That the violation committed is a crime.

That he or she has information in his or her possession to prove, beyond a reasonable doubt, that the suspect committed the crime.

No person may be arrested on a charge of suspicion. No arrest is legal until after the actual violation of the law.

Arrest is made by restraint of the suspect or by the Security Officer saying, "YOU ARE UNDER ARREST".

Actual touching of a person is unnecessary, it is enough if the person submits to your custody.

No person is to be transported off the client's premises.

Notify the local law enforcement agency and turn the prisoner over to the police on the client's premises.

## 2.10. DISCIPLINARY ACTION

Violations of any rules and regulations may result in disciplinary action to include:

Oral reprimand: When unintentional carelessness may result in a problem. The employee will be counseled regarding the problem and proper action to correct the problem.

Written reprimand: When a second reprimand is necessary for the same offense which originally carried an oral reprimand. The written reprimand is to be entered into the employee's personnel file.

Suspension: A temporary disciplinary layoff for serious misconduct or repeated offenses. The employee doesn't lose his or her job or seniority rights but loses his or her pay for the designated period of suspension.

Dismissal: A result of serious breach of a rule, standard practice, policy or procedure. Additionally, dismissal may result from repeated disciplinary problems of a less serious nature.

### 2.10.1. GROUNDS FOR IMMEDIATE DISMISSAL

The disciplinary process referenced above will be followed in most instances of employee noncompliance, with the exception of the following violations of prescribed standards which will result in immediate dismissal:

Carrying an unauthorized weapon on assignment.

Extreme insubordination.

Fighting or conduct unbecoming of an Officer.

Use of intoxicants on duty, or reporting for duty under the influence of liquor, or drugs, or with the smell of liquor on the breath, or allowing an Officer in the forgoing condition relieve you.

Deserting post without proper relief.

Sleeping on duty.

Theft or willful destruction of client and/or Company property.

"Horseplay" or any other activity with potentially serious consequences such as personal injury or property damage.

Malicious harassment of fellow employees, client employees, or members of the public.

Any other acts which, by their nature and impact, severely limit the employees ability to perform the essential elements of the job, such as: profane or abusive language, accepting gratuities, divulging information, excessive absenteeism and lateness, etc.

**2.10.2. GROUNDS FOR REPRIMAND OR SUSPENSION**

Dirty or improper uniform. Unkempt appearance.

Refusal to accept assignment without justifiable reason.

Absence from work without proper cause.

Discourtesy.

Failure to perform duties properly.

Failure to render reports, etc.

For any violation of the General Orders and Regulations, and Employee Disciplinary Report will be made out. The Officer will be required to sign same and it will be filed in the Officer's personnel record. A copy will also be given to the Officer committing the offense. Recurring offenses will result in termination of the Officer.