



County of Los Angeles CHIEF EXECUTIVE OFFICE

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LOS ANGELES, CALIFORNIA 90012
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<http://ceo.lacounty.gov>

WILLIAM T FUJIOKA
Chief Executive Officer

January 8, 2008

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:

**DEPARTMENT OF PARKS AND RECREATION: APPROVAL OF
A SECURITY SERVICES CONTRACT
AT THREE PARK FACILITIES FOR THE NORTH REGION
(SUPERVISORIAL DISTRICT 5)
(3 VOTES)**

IT IS RECOMMENDED THAT YOUR BOARD:

1. Find the proposed actions exempt from the California Environmental Quality Act for the reasons cited herein.
2. Find that the recommended Contract for armed and unarmed security services can be performed more economically by an independent Contractor than by County employees for security services at three (3) park facilities.
3. Approve and instruct the Chair to sign the contract with Akal Security, Inc., for armed and unarmed security services at William S. Hart Regional Park Headquarters, Tesoro del Valle Park, Placerita Canyon Park, collectively known as the North Region for a total maximum cost of \$61,098 per year for two (2) years upon Board approval, with three (3) one-year renewal options, for a maximum contract term of five (5) years.
4. Authorize the Director of Parks and Recreation to exercise the Contract renewal options annually, if in the opinion of the Director, the Contractor has successfully performed the services during the previous Contract period and the services are still required and cost-effective, and which may include a cost-of-living adjustment per option year as determined by the Chief Executive Office.

Board of Supervisors
GLORIA MOLINA
First District

YVONNE B. BURKE
Second District

ZEV YAROSLAVSKY
Third District

DON KNABE
Fourth District

MICHAEL D. ANTONOVICH
Fifth District

5. Authorize the Director of Parks and Recreation to annually expend up to \$6,110 per year for unforeseen services/emergencies, and additional work within the scope of the contract, which could increase the total annual contract cost to a maximum of \$67,208 per year.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The award of this agreement will allow the Department of Parks and Recreation (Department) to continue to provide security services at William S. Hart Regional Park Headquarters (Hart Park) and security patrol services at Placerita Canyon and Tesoro del Valle Park (Tesoro).

On May 11, 2004, the Board awarded Contract No. 74857 with California Security, Inc. (CSI) to provide security services at various headquarters and park facilities including Hart Park. The Department did not exercise the option to extend the Contract with CSI, due to various contract compliance matters relative to the Living Wage Ordinance (LWO), alleged labor law violations, insurance requirements, allegations by CSI employees of non-payment for overtime work and issuance of non-sufficient payroll checks, thus the Contract expired on May 30, 2006.

On May 30, 2006, the Board approved an amendment to the Department of Public Works Contract No. 75549 with Akal Security, Inc. (Akal) to add and continue security services for Park facilities and avoid an interruption in services. Subsequently, on May 29, 2007, the Board approved a second amendment to allow additional time while the Department completes its solicitation for security services for these same services.

The proposed Contract with Akal will ensure that the Department continues to provide the best possible services to the public without any interruption of services.

The Department's cost analysis shows that services can be performed more economically by an independent Contractor. The proposed contracted services will enable the Department to continue to provide security services at the present service level which will ensure public safety of the North Region, resulting in continued savings to the Los Angeles County (County).

Implementation of Strategic Plan Goals

The proposed Contract with Akal will further the County's Strategic Plan Service Excellence (Goal 1) and Fiscal Responsibility (Goal 4) through the provision of quality security services in a timely manner, responsive and cost effective manner at a savings over County costs.

FISCAL IMPACT/FINANCING

In accordance with County policy, the Contract contains a cost-of-living adjustment (COLA) provision based on an annual rate determined by the Chief Executive Office (CEO) prior to the beginning of each respective Fiscal Year, whereby the Director of Parks and Recreation (Director), at his sole discretion may increase the Contractor's compensation during the option years. The COLA adjustment rate is capped at the lesser of: the most recently published percentage change in the Bureau of Labor Statistics, Los Angeles-Riverside-Orange County, Consumer Price Index for Urban Consumers (CPI-U) for the 12 month period preceding the contract anniversary date or the general salary movement percentage for County employees for the 12 month period preceding the prior July 1st. The current COLA rate of four percent was approved by the CEO on May 25, 2007.

The decision to include the COLA is based on the Department's experience that Contractors may incur an increase in costs, such as insurance premiums, fuel, etc. during the option years which could impact their performance. As a result, this provision allows the Director to review cost information during the option years to determine if a COLA is justified, subject to approval by the CEO.

To manage unforeseen service needs or emergencies affecting the security of the North Region, the Department is recommending that your Board authorize the Director to approve additional services on an as-needed basis within the scope of work up to ten percent in any Contract year or extension period.

Although the base Contract amount includes regularly scheduled armed/unarmed security service activities, the unforeseen needs provides for security service activities that are not anticipated or do not occur on a regular basis. These services may include additional hours and/or security personnel for emergency services due to vandalism, theft and maintain public safety.

The Department will not request the Contractor to perform services which will exceed the approved maximum Contract amount, scope of work or Contract dates. If such services become necessary, the Department will either perform such work or will seek such necessary advance approval from the Board.

Operating Budget Impact

The actual annual cost of the proposed Contract is \$61,098 for the North Region or 64 percent greater than the current annual contract cost of \$37,165. This increase is primarily due to additional services at Tesoro and Placerita Canyon due to vandalism and the increase in the living wage rate. Sufficient appropriation is budgeted in the Department's Fiscal Year 2007-2008 Operating Budget to fund the increased cost of the proposed Contract (estimated to take effect in February 2008) and any unforeseen service/emergency needs during the original contract period and any option year.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The term of the Contract is for two (2) years and includes a provision whereby the Director may annually extend the Contract for up to three (3) one-year option periods for a maximum contract term of five (5) years. The Director may exercise options if, in his opinion, the Contractor has successfully performed the services during the previous Contract period and the services are still required and cost effective.

The County's Proposition A and LWO provisions apply to this proposed Contract, as County employees can perform these contracted services. The Contract complies with all of the requirements of the County Code Section 2.201. The Contractor will pay its full time employees the required \$11.84 per hour without health benefits or \$9.64 per hour with health benefits of \$2.20 per hour, as specified in the LWO amended by your Board on March 15, 2007 and confirms that they comply with the County's Living Wage reporting requirements.

In compliance with the provisions of the County Code Sections 2.121.250 through 2.121.420, this Department solicited proposals from private Contractors for armed/unarmed security services.

The mandatory requirements for contracting, as identified in Section 2.121.380 of the County Code have been met.

The Proposition A cost analysis indicates that the recommended Contract for security services at the North Region can be performed more economically by the private sector. The annual Contract cost of \$73,681 represents the Contractor's direct cost of \$61,098, plus the Department's indirect cost of \$12,583 for Contract monitoring. This represents an estimated savings of \$182,620 less than the estimated annual County cost of \$256,301 to perform similar services for one year (Attachments I, II and III).

Contract monitoring consists of administrative and field audits and evaluations of Contract performance and compliance. This includes, but is not limited to, on-site visits of Contractor's various locations to conduct evaluations of the quality and regulatory payroll system, health benefits, evaluation to ensure that insurance documents are up to date, conducting employee interviews for the LWO and County Jury Service Program compliance and reporting requirements and for the purposes of maintaining an updated Countywide Contracting database.

The award of this Contract will not result in unauthorized disclosure of confidential information and will be in full compliance with Federal, State and County regulations.

Alternative resources are available so that the services can be obtained from another source in the event of default by the Contractor.

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The Contract includes a provision for the Contractor to first consider hiring County employees targeted for layoff or qualified former County employees who are on a reemployment list during the life of the Contract when filling future vacancies. The Contract also requires that the Contractor consider hiring participants of the Greater Avenues for Independence (GAIN) and General Relief Opportunities for Work (GROW) programs.

The Contract contains Contractor Responsibility and Debarment language.

Provisions for the County's Jury Service Program have been included in the Contract. The Contractor agreed to comply with and adhere to the County Jury Service Program, and has completed a Certification of Compliance form.

The Contract contains a provision that limits the County's obligation if the Board of Supervisors does not appropriate funding for each year of the Contract.

The Safely Surrender Baby Law provision is included in the Contract, which requires the Contractor to notify and provide a fact sheet to their employees regarding the Safely Surrendered Baby Law, its implementation in the County, and where to safely surrender a baby.

The Contract complies with all of the requirements of the County's Child Support Compliance Program.

The Department will comply with the Board policy to exclude the cost of labor from the base upon which a COLA is calculated, unless the Contractor can show that its labor cost will actually increase.

The California State Department of Industrial Relations, Division of Labor Standards Enforcement was contacted and reported no negative information on the Contractor.

This Contract contains the County's standard provisions regarding Contractor obligations and is in compliance with all Board and CEO requirements.

Akal has executed the attached Contract and will provide the required insurance policies prior to the start of this Contract naming the County as an additional insured.

County Counsel has approved the Contract as to form.

ENVIRONMENTAL DOCUMENTATION

The approval of this Contract for security services is categorically exempt from the California Environmental Quality Act (CEQA) in accordance with Section 15301(h) of the State CEQA Guidelines and Class 1(j) of the Environmental Document Reporting Procedures and Guidelines, adopted by your Board on November 17, 1987.

CONTRACTING PROCESS

On July 17, 2007, the Department commenced solicitation for armed/unarmed security services for the North Region by posting a notice for this project on the County's "Doing Business with Us" website. The notice also included a link to download the solicitation package and bilingual instructions on how to contact the Department regarding this project. Attachment IV is a listing of Contractors who are registered for Security Services on the Internal Services Department's Website and received notification of this project. Prospective Contractors were additionally solicited by placing a legal ad in the Santa Clarita Valley Signal Newspaper.

On August 16, 2007, eighteen (18) companies attended the Proposer's Conference. On September 6, 2007, the Department received seven (7) proposals for the North Region.

All proposals were first reviewed by Contract Development staff to ensure compliance with mandatory minimum requirements outlined in the Request for Proposal (RFP) and cost-effectiveness. Having met those requirements, the proposals were then evaluated by an independent evaluation committee consisting of three (3) County employees from the Office of Public Safety, Beaches and Harbors, and Parks and Recreation.

The evaluation committee reviewed the proposals for business experience, staffing plan, compliance with the Living Wage Program, quality control and the ability to accomplish the required security services. Based on the evaluation criteria described in the RFP, Akal was determined to have met all requirements and rated as the highest most-effective proposal for the North Region.

Proposition A Contracts valued under \$1 million are no longer reviewed by the Auditor-Controller for cost-effectiveness, as stated in their memo of October 2, 2003. Therefore, the Proposition A cost analysis was performed internally using the guidelines and methodologies consistent with the Auditor-Controller procedures.

Attachment V reflects the Proposer's minority participation. It should be noted that upon final analysis and award, the Contractor was selected without regard to gender, race, creed, or color.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The award of this Contract will not infringe on the role of the County in its relationship to its residents, and the County's ability to respond to emergencies will not be impaired. There is no change in risk exposure to the County as a result of awarding this Contract. Additionally, this Contract will not result in the displacement of any County personnel as these services are currently being performed by the private sector. It is anticipated that this Contract will commence after Board approval. Therefore, there will be no impact to existing staff or service levels.

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CONCLUSION

It is requested that a certified copy of the action taken by your Board and a fully executed copy of the attached Contract be mailed to Akal Security Inc., Attention: Mr. Michael Redman, 123 Kent Avenue NW, Albuquerque, NM 87102. It is also requested that four (4) conformed copies be forwarded to the Department of Parks and Recreation.

Respectfully submitted,



WILLIAM T FUJIOKA
Chief Executive Officer

WTF:LS:RG:
KEH:GB:lt

Attachments (5)

c: County Counsel
Director of Parks and Recreation

**County's Estimated Avoidable Costs Compared to Contractor's
for SECURITY SERVICES NORTH REGION**

Attachment I

COUNTY COST

DIRECT

Salaries

Position	Salaries & Employee Benefits ⁽¹⁾	No. of Positions ⁽²⁾	No. of Months	Total
Security Officer, Sheriff (Armed)	4,488.00	1.1791	12	\$63,503.63
Security Guard, (Unarmed)	3,218.17	2.3583	12	\$ 91,072.02
		3.537		

\$154,576

1. 5th Step Variance @ 97.1133%
2. Positions reflect annual Hours @ 1764

Vehicle Usage/ Fixed Assets ⁽³⁾	No. of Units	No. of Miles/Hrs	Cost Per Mile/Hour	Total
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Vehicle/Equipment Usage

4-door Chevy Impala (1816 miles/week)	2	94,432.00	0.45	\$ 84,988.80
				\$ 84,988.80

Fixed Assets (Annualized 7 years)

4-door Chevy Impala	2			\$ 7,142.86
				\$ 10,169.81

Services & Supplies

Equipment and Uniforms				\$ 2,426.79
Maintenance Supplies				\$ 4,140.28
				\$ 6,567.07

Total Services and Supplies/Equipment

\$101,726

Indirect Costs

Avoidable Overhead Contract Admin.				\$0.00
Avoidable Overhead Agency Admin.				\$0.00

\$0.00

TOTAL ESTIMATED COUNTY AVOIDABLE COSTS⁽⁴⁾

\$256,301

3. Equipment costs include the use of a 1 ton Dualley Pick Up with extended cab at a rate of \$0.6891 per mile.
4. County's cost to provide the level of service proposed in the RFP

CONTRACTING COSTS

AKAL SECURITY, INC. DIRECT COST

Employee Salaries and Benefits	\$ 26,784.00
Services & Supplies and Equipment	\$ 21,708.00
Overhead	\$ 7,718.00
Profit	\$ 4,888.00

TOTAL CONTRACTOR'S COST⁽⁵⁾

\$61,098

COUNTY INDIRECT COST⁽⁶⁾

Unavoidable Overhead Contract Admin \$8,825 x 25%=	\$ 2,206.00
Unavoidable Overhead Agency Admin. \$41,506 x 25%=	\$ 10,377.00

TOTAL COUNTY INDIRECT COST

\$ 12,583

TOTAL CONTRACTING COST (direct cost +indirect cost)

\$73,681

ESTIMATED SAVINGS FROM CONTRACTING (TOTAL ESTIMATED COUNTY AVOIDABLE COSTS LESS TOTAL CONTRACTING COSTS)

\$182,620

5. Contractor's bid on the RFP.
6. Indirect cost includes monitoring by County field staff.

**Akal Security, Inc. Proposed Costs by Category
for Security Services North Region**

Employee Salaries and Benefits

<u>Position</u>	<u>Full-Time Equivalent</u>	<u>Annual Hours</u>	<u>Hourly Rate</u>	<u>TOTAL</u>
Armed	1.00	2,086.00	\$12.84	26,784.24
Total				26,784.24
Employee Benefits				0.00
Total Employee Salaries and Benefits				26,784

Services, Supplies, and Equipment

Vehicles				0.00
Supplies (specify)				1,824.00
Services and Training (specify)				19,884.00
Total Services, Supplies and Equipment				21,708

Overhead

Insurance, (General Liability, Worker's Comp, Auto, Umbrella)				2,232.00
Employee Taxes (Social Security, Medicare, State Disability)				2,532.00
Overhead, Accounting, Bookkeeping, Management, Office Equipment, Telephone, Utilities)				2,953.80
Total Overhead				7,718

Profit

	4,887.84
Total Profit	4,888

TOTAL CONTRACTOR'S COSTS **61,098**

Schedule of Difference Between County and Akal's Costs by Category Region for Security Services North Region

Costs by Category	County	Contractor	Difference	Remarks
Staffing				
Guard (Armed)	1.17	1.00	0.17	{A}
Guard (Unarmed)	2.35	2.00	0.35	
TOTAL	3.52	3.00	0.52	
Salary Costs	\$154,576	\$26,784	\$127,792	{B}
<small>(County Salaries include 5th Step Variance of 97.1365%)</small>				
Employee Benefits	\$0.00	\$0.00	\$0.00	{C}
<small>Included with Salary Costs</small>				
Equipment, Services & Supplies	\$101,726	\$21,708	80,018	{D}
Taxes & Insurance	\$0.00	\$4,764	-4,764	
Indirect Costs	\$0.00	\$2,954	-2,954	{E}
TOTAL Costs (Less Profit)	\$256,302	\$56,210	200,092	
Contractor Profit	\$0.00	\$4,888	-4,888	
TOTAL Costs	\$256,302	\$61,098	195,204	
Unavoidable Contracting Costs	\$0.00	\$12,583	-12,583	
TOTAL County vs. Contracting Costs	\$256,302	\$73,681	182,621	

{A} The contractor has indicated that they can perform the services with less full-time equivalent staff since they are performing similar services in the area. The number of County positions is based on the total number of hours divided by the annual County productive hours of 1,764.

{B} The County's and contractor's salary costs are based on full-time staff as well as a percentage of staff's time. The Contractor's salary costs are 44% of the contract costs.

{C} Contractor will not be providing health benefits to those hourly employees providing services under this contract. Therefore, as required by the Living Wage Ordinance, contractor will pay its hourly employees providing services under this contract no less than \$11.84 per hour.

{D} As indicated on Attachment II, the total costs for services, supplies, and equipment are approximately 35% of the contract costs.

{E} Contractor's indirect costs (overhead) are approximately 13% of the contract costs and are associated with the cost of insurance premiums, employee taxes, management, telephone, utilities, office equipment and bookkeeping. For this contract, County's indirect costs are unavoidable.

SECURITY CONTRACTORS

Attachment IV

No.	NAME	ADDRESS	CITY	STATE	ZIP
1	A & S INC	4497 EMURAL ST	TORRANCE	CA	90503
2	A-1 SECURITY	4175 BONILLO ST STE 1	SAN DIEGO	CA	92115
3	ADT SECURITY SERVICES INC	5400 W ROSECRANS AVE	HAWTHORNE	CA	90250
4	ADT SECURITY SERVICES INC	6840 HAVENHURST AVE	VAN NUYS	CA	91406
5	AGF RESOURCES	22030B VENTURA BL STE 127	WOODLAND HILLS	CA	91364
6	AIR TIGHT SECURITY	4650 ARROW HWY STE E5	MONTCLAIR	CA	91763
7	AKAL SECURITY	7 INFINITY LOOP	ESPANOLA	NM	87532
8	ALEXANDER SECURITY INDUSTRIES	303 JOYCE AVE	ARCADIA	CA	91006
9	ALL POINTS SECURITY	1560 E 63RD ST	LONG BEACH	CA	90805
10	ALLIANCE INTERNATIONAL SECURITY	17750 SHERMAN WAY STE 200	RESEDA	CA	91335
11	ALTERNATIVE SECURITY SERVICES	PO BOX 5646	GARDENA	CA	90249
12	AMERICAN COMMERCIAL SECURITY	18425 BURBANK BL STE 712	TARZANA	CA	91356
13	AMERICAN PROTECTIVE SERVICES INC	1055 WILSHIRE BL STE 1818	LOS ANGELES	CA	90017-5602
14	AMERICAN SECURITY FORCE	6600 E OLYMPIC BL STE 405	LOS ANGELES	CA	90022
15	APODACA FINDLEY SECURITY SVCS	20715 E FUERO DR	WALNUT	CA	91789
16	AREMY SERVICES INC	5225 WILSHIRE BL STE 400	LOS ANGELES	CA	90036
17	ARMGUARD SECURITY	229 N CENTRAL AVE 4TH FL	GLENDALE	CA	91203
18	ASSURED SECURITY INC	PO BOX 4302	CULVER CITY	CA	90230-4302
19	AT SYSTEMS SECURITY, INC.	9060 TELSTAR AVE.	EL MONTE	CA	91731
20	AVENGER SECURITY	3970 ATLANTIC AVE STE 204	LONG BEACH	CA	90807-3528
21	BACH SECURITY	6401 MARKET ST	UPPER DARBY	PA	19802
22	BARTON PROTECTIVE SERVICES	800 W 1ST ST STE 200-B	LOS ANGELES	CA	90012
23	BEACH CITY PROTECTIVE SERVICES	2500 VIA CABRILLO MARINA STE 203	SAN PEDRO	CA	90731
24	BLUE SHIELD PROTECTION SVCS	5202 YORK BL	LOS ANGELES	CA	90042
25	BOYD & ASSOCIATES	6319 COLFAX AVE	NORTH HOLLYWOOD	CA	91606
26	BURNS INTERNATIONAL	750 TERRADO PLAZA STE 41	COVINA	CA	91723
27	CALIFORNIA SECURITY INC	3250 WILSHIRE BL STE 1501	LOS ANGELES	CA	90010
28	CALIFORNIA SECURITY INC	2811 S ORANGE DR	LOS ANGELES	CA	90016
29	CANO & ASSOCIATES	2115 LEOTA ST	HUNTINGTON PARK	CA	90255
30	CEED SECURITY SVCS	12813 S AVALON BL	LOS ANGELES	CA	90061
31	CGC SECURITY GROUP	11215 NEWCOMB AVE	WHITTIER	CA	90603
32	CGC SECURITY INDUSTRY	303 JOYCE AV	ARCADIA	CA	91006
33	CITY SECURITY COMPANY	430 S GARFIELD AVENUE	ALHAMBRA	CA	91801
34	COMMAND SECURITY SERVICES	5801 E SLAUSON AVE STE G-160	LOS ANGELES	CA	90040

SECURITY CONTRACTORS

Attachment IV

35	COMPREHENSIVE SECURITY SVCS	2390 MOONRIDGE CIR	CORONA	CA	91719
36	CONSTRUCTION PROTECTIVE SERVICES	436 W WALNUT ST	GARDENA	CA	90248
37	CONTACT SECURITY INC	3000 E BIRCH ST STE 203	BREA	CA	92821
38	COUNTER TECHNOLOGY INC	101 N CITRUS AVE STE 1A	COVINA	CA	91723
39	CREDENTIAL SECURITY	1830 W OLYMPIC BL STE 202	LOS ANGELES	CA	90006
40	CRIME IMPACT SECURITY	3860 CRENSHAW BL STE 217	LOS ANGELES	CA	90008
41	CRIME PREVENTION SPECIALIST	PO BOX 65	SAN FERNANDO	CA	91341-0065
42	CSC	5759 RICKENBACKER ROAD	LOS ANGELES	CA	90040
43	CURTIN SECURITY COMPANY	619 S WESTLAKE AVE	LOS ANGELES	CA	90063
44	DESERT SUPPORT SERVICES	2336 S CALIENTE RD	PALM SPRINGS	CA	92264
45	DIAMOND DETECTIVE AGENCY INC	1651 S HALSTED	CHICAGO HEIGHTS	IL	
46	DIGITAL SECURITY AND ELECTRONICS	2135 VENTURA BLVD.	CAMARILLO	CA	93010
47	DISCOVERY GUARD	15206 VENTURA BLVD STE 303	SHERMAN OAKS	CA	91403
48	DKA	5114 OKEECHOBEE BLVD STE 109	WEST PALM BEACH	FL	33417-4575
49	EARL SECURITY INC	620 S DEL MAR AVE	SAN GABRIEL	CA	91776
50	ELITE SECURITY SERVICES	18006 SKYPARK CIRCLE STE 211	IRVINE	CA	92614
51	ENFORCEMENT ONE SECURITY SERVICES	15437 ANACAPA RD STE 10	VICTORVILLE	CA	92392
52	ENTERCON SECURITY SYSTEM INC	210 S DE LACEY AVE	PASADENA	CA	91105
53	EXECUTIVE SECURITY CONSULTANTS	3233 GRAND AVE STE 281	CHINO HILLS	CA	91709
54	EXECUTIVE SUITE SERVICES	19025 PARTHENIA ST STE 200	NORTHRIDGE	CA	91324
55	FIRST COMMAND SERVICE	237 E PALMDALE BL STE A	PALMDALE	CA	93550
56	FIRST CONTINENTAL SECURITY SERVICES	6051 HOLLYWOOD BL STE 202	LOS ANGELES	CA	90028
57	FIRST SENTRY PROTECTION INC	3700 WILSHIRE BL STE 1070	LOS ANGELES	CA	90010
58	FRANK A. BARCOTT SECURITY AND INVESTIGATIONS	PO BOX 2278	CYPRESS	CA	90630-1778
59	GENERAL SECURITY SERVICES	14009 CRENSHAW BL STE D	HAWTHORNE	CA	90250
60	GHG INC	15716 EAST RAUSCH ROAD	CITY OF INDUSTRY	CA	91744
61	GOLDEN STATE PROTECTIVE SVCS	4712 W MAGNOLIA BL	BURBANK	CA	91505
62	GOLDEN WEST K-9	25709 RYE CANYON RD STE 103	VALENCIA	CA	91355
63	GUARANTEE SECURITY SERVICE	233 A SOUTH MARKET STREET STE 105	INGLEWOOD	CA	90301
64	HEALTHCARE SECURITY SERVICES	1203 W IMPERIAL HIGHWAY STE 101	BREA	CA	92821
65	IDEAL SECURITY SERVICES	171 N LA BREA AVENUE STE 206	INGLEWOOD	CA	90301
66	INTER CON SECURITY SYSTEMS INC	210 S DE LACEY AVE	PASADENA	CA	91105
67	INTERNATIONAL PROTECTION & INVESTIGATION	37485 FREMONT BLVD STE C	FREMONT	CA	94536
68	INTERNATIONAL SERVICES INC	1801 W BEVERLY BL	LOS ANGELES	CA	90057
69	INTERNATIONAL SERVICES INC	3771 W 242ND STREET STE 205	TORRANCE	CA	90505

SECURITY CONTRACTORS

Attachment IV

70	ISA	1577 BARRY AVE	LOS ANGELES	CA	90025
71	JIM DAHL & ASSOCIATES INC	8726 S SEPULVEDA BL STE 3212	LOS ANGELES	CA	90043
72	JLB PROTECTIVE SERVICES	PO BOX 1993	RANCHO CUCAMONGA	CA	91729
73	JPL SECURITY SERVICES	3130 WILSHIRE BL STE 417	LOS ANGELES	CA	90010
74	KING SECURITY SERVICES	323 GERY STE 606	SAN FRANCISCO	CA	94102
75	KNIGHT SHIELD	2551 WHITTIER BL	LOS ANGELES	CA	90023
76	KSC-TRI SYSTEMS USA INC	17485 DORIC ST	GRANADA HILLS	CA	91344
77	LANGNER SECURITY	2501 CHERRY AVE STE 200	LONG BEACH	CA	90806-2034
78	LEEDOM SECURITY SERVICES	3699 WILSHIRE LVD STE 540	LOS ANGELES	CA	90010
79	LOYOLA ARMS SECURITY COMPANY	1550 N CARLOS AVE	ONTARIO	CA	91764-1615
80	M & L SECURITY AGENCY	400 S LA BREA AVE STE 202	INGLEWOOD	CA	90301
81	M V PRODUCTIONS	7840 NARDIAN WY	LOS ANGELES	CA	90045
82	MARIMAN SECURITY	220 E ALONDRA BL	COMPTON	CA	90220
83	MARSHAL SECURITY INC	434 WEST COLORADO BLVD STE 208	GLENDALE	CA	91204
84	MAXIMUM PRIVATE SECURITY CORPORATION	3216 WEST 85TH ST	INGLEWOOD	CA	90305
85	MIDWAY SECURITY & INVESTIGATIVE SERVICES	3010 WILSHIRE BL STE 339	LOS ANGELES	CA	90010
86	NATIONAL INFORMATION & INVESTIGATION	232 WEST STREET	MANDIVILLE	LA	70448
87	NATIONAL PRIVATE SECURITY INC	19659 VENTURA BLVD	TARZANA	CA	91356
88	NATIONWIDE GUARD SERVICES	1155 S MILLIKEN AVE STE I	ONTARIO	CA	91761
89	NORTH AMERICAN SECURITY, INC	2148 RIDGEVIEW TERRACE DR	SIGNAL HILL	CA	90755
90	NU-WAY SECURITY & PRIVATE INVEST	17451 RACoon AVE STE 10	ADELANTO	CA	92301-2271
91	NU-WAY SECURITY PROTECTIVE INVESTIGATION	17451 RACCOON AVE STE 10	ADLANTO	CA	92301-2271
92	OFFICE OF COUNTY SECURITY (SAFETY POLICE)	227 N BROADWAY RM B-75	LOS ANGELES	CA	90012
93	OMEGA SECURITY SERVICES	10611 GARDEN GROVE AVE	NORTHRIDGE	CA	91326
94	OMNI PROTECTIVE SERVICES	4322 WILSHIRE BLVD, SUITE 205	LOS ANGELES	CA	90010
95	OPERATION PROTECTIVE SERVICES	PO BOX 251885	LOS ANGELES	CA	90025-1885
96	PACIFIC EAGLE INTERNATIONAL SECURITY	10872 WESTMINSTER AVE STE 212	GARDEN GROVE	CA	92843
97	PEDUS SERVICE	601 PORTRERO GRANDE DR 3RD FLOOR	MONTEREY PARK	CA	91755
98	PERIMETER ONE SECURITY	21515 ROUND ROCK DR	DIAMOND BAR	CA	91765-3517
99	PHILIP & ASSOCIATES	2118 WILSHIRE BL STE 395	SANTA MONICA	CA	90403
100	PRIME SECURITY	1630 CENTINELA AVENUE #209	INGLEWOOD	CA	90302
101	PRUDENTIAL SECURITY SERVICES	1830 W OLYMPIC BL STE 202	LOS ANGELES	CA	90006
102	RCP SECURITY	320 E 2ND ST STE 312A	LOS ANGELES	CA	90012
103	RIGHT INTERNAL DETECTIVE AGENCY	3871 S SYCAMORE AVE	LOS ANGELES	CA	90008
104	SAFEWAY SECURITY & PATROL	11674 GATEWAY BL	LOS ANGELES	CA	90064

SECURITY CONTRACTORS

Attachment IV

105	SCAIFE PROTECTION SERVICES	PO BOX 1312	LAWNDALE	CA	90260-1312
106	SECO INVESTIGATOR SECURITY SVCS	4553 GLENCO AVE STE 370	MARINA DEL REY	CA	90292
107	SECURITAS SECURITY SERVICES	6055 E WASHINGTON BLVD STE 621	CITY OF COMMERCE	CA	90440
108	SECURITAS SECURITY SERVICES	400 CRENSHAW BLVD STE 200	TORRANCE	CA	90503
109	SECURITAS SECURITY SERVICES	500 S MAIN ST RM 500	ORANGE	CA	92868
110	SECURITY PATROL MANAGEMENT	8516 11TH AVE STE 3B	INGLEWOOD	CA	90305
111	SECURITY SOLUTIONS	10842 NOEL ST STE 113	LOS ALAMITOS	CA	90720
112	SHARP GUARD SERVICES INC	3450 WILSHIRE BLVD STE 735	LOS ANGELES	CA	90010
113	SILVER SET SECURITY	1605 W OLYMPIC STE 1011	LOS ANGELES	CA	90015
114	SOUTHWEST INTERNATIONAL INC	14442 WHITTIER BLVD STE 207	WHITTIER	CA	90605
115	SOUTHWEST PATROL	556 N DIAMOND BAR BL STE 207	DIAMOND BAR	CA	91765
116	SSD SYSTEMS	1740 N LEMON ST	ANAHEIM	CA	92801
117	ST MORITZ SECURITY SERVICES INC	3325 WILSHIRE BLVD STE 415	LOS ANGELES	CA	90010
118	STAFF PRO	3662 KATELLA AVE STE 110	LOS ALAMITOS	CA	90720
119	STAR PARTNERS	312 MOONRAKER	VALLEJO	CA	94590
120	STARSIDE SECURITY & INVESTIGATION, INC	1930 S BREA CANYON RD STE 220	DIAMOND BAR	CA	91765
121	STATE PATROL & SECURITY SERVICES	PO BOX 57234	LOS ANGELES	CA	90057
122	STATEWIDE PRIVATE PATROL	PO BOX 7879	STOCKTON	CA	95267-0879
123	STRIKE FORCE	8001 LANGDON AVE	VAN NUYS	CA	91406
124	TANDEM SECURITY	1431 7TH ST 3RD FL	SANTA MONICA	CA	90401
125	TANDEY SECURITY INTL	1431 7TH ST	SANTA MONICA	CA	90401
126	THE RESOURCE COLLECTION	4901 ROSECRANS AVE	HAWTHORNE	CA	90250
127	TOP SECURITY PATROL INC	4221 WILSHIRE BL STE 290-1	LOS ANGELES	CA	90010
128	TORRES SECURITY SERVICES	1523 E 115TH ST STE 790	LOS ANGELES	CA	90059
129	TRANSTECH SYSTEMS	77 LAKEVIEW	IRVINE	CA	92714-3628
130	TROJAN SECURITY SERVICE	5400 E OLYMPIC BL STE 250	LOS ANGELES	CA	90022
131	U S GUARDS CO INC	10302 GLASGOW PL	LOS ANGELES	CA	90045-6104
132	UNI-TREN INST	8722 VERMONT AVE	LOS ANGELES	CA	90044
133	US SAFETY & SUPPLY COMPANY	167 MASON WAY, UNIT A-3	INDUSTRY	CA	91746
134	US TECHNICAL ENT AGENCY	4966 1/2 SEPULVEDA BLVD	SHERMAN OAKS	CA	91403
135	VANCE INTERNATIONAL SECURITY SERVICES	10467 WHITE GRANITE DRIVE	OAKTON	VA	22124-2700
136	VATIFF SECURITY SERVICE	3200 WILSHIRE BL STE 609	LOS ANGELES	CA	90010
137	VATIFF SECURITY SERVICES	235 E COLORADO BL STE 354	PASADENA	CA	91101
138	VIP PRIVATE SECURITY	1613 CHELSEA RD STE 280	SAN MARINO	CA	91108
139	WACKENHUT COMPANY	4929 WILSHIRE BL STE 610	LOS ANGELES	CA	90010

SECURITY CONTRACTORS

140	WORLDWIDE SECURITY ASSOCIATES INC	10302 GLASGOW PL	LOS ANGELES	CA	90045
141	WORLDWIDE SECURITY ASSOCIATES INC	10311 S LA CIENEGA BL	LOS ANGELES	CA	90045
142	RESOURCE COLLECTION	4901 ROSECRANS AVE	HAWTHORNE	CA	90250
143	A/E CONSULTANTS INFORMATION NETWORK	PO BOX 417816	SACRAMENTO	CA	95841
144	AFRICAN AMER CHAMBER OF COMMERCE	5100 W. GOLDFLEAF CIRCLE STE 203	LOS ANGELES	CA	90056
145	ASIAN BUSINESS LEAGUE OF SO CALIF	320 E 2ND ST STE 316	LOS ANGELES	CA	90012-4225
146	ASSOC OF BLACK WOMEN ENTREPRENEURS	PO BOX 49368	LOS ANGELES	CA	90049-0368
147	BEVERLY HILLS CHAMBER OF COMMERCE	239 S BEVERLY DR	BEVERLY HILLS	CA	90212
148	BLACK BUSINESS ASSOCIATION OF LA	PO BOX 431459	LOS ANGELES	CA	90043-9459
149	BRITISH AMER CHAMBER OF COMMERCE	11766 WILSHIRE BLVD STE 1230	LOS ANGELES	CA	90025-6557
150	CANADA CALIFORNIA CHAMBER OF COMMERCE	PO BOX 4250	SUNLAND	CA	91041-4250
151	CATALINA ISLAND CHAMBER OF COMMERCE	PO BOX 217	AVALON	CA	90704-0217
152	CENTURY FREEWAY AFFIRMATIVE ACTION	17216 S FIGUEROA ST STE 200	GARDENA	CA	90248-3023
153	CHINESE CHAMBER OF COMMERCE	977 N BROADWAY STE E	LOS ANGELES	CA	90012-1737
154	CITY OF COMPTON BUSINESS CENTER	310 N WILLOWBROOK AVE STE 2B	COMPTON	CA	90220
155	CITY OF COMMERCE	2535 COMMERCE WAY	COMMERCE	CA	90040
156	CITY OF HAWTHORNE	4455 W. 126TH ST.	HAWTHORNE	CA	90250
157	CITY OF HUNTINGTON PARK	6550 MILES AVE	HUNTINGTON PARK	CA	90255
158	CITY OF INGLEWOOD	ONE MANCHESTER BLVD.	INGLEWOOD	CA	90301
159	CITY OF LAWNSDALE	4722 MANHATTAN BEACH BLVD.	LAWNSDALE	CA	90260
160	CITY OF LONG BEACH	333 W. OCEAN BLVD.	LONG BEACH	CA	90802
161	CITY OF PARAMOUNT	16400 COLORADO AVE.	PARAMOUNT	CA	90723
162	CITY OF VERNON	4305 SANTA FE AVE.	VERNON	CA	90058
163	CULVER CITY CHAMBER OF COMMERCE	PO BOX 707	CULVER CITY	CA	90232-0707
164	EAST LA MINORITY BUSINESS DEVELOPMENT CTR	5271 E BEVERLY BL	LOS ANGELES	CA	90022
165	F W DODGE	1333 S MAYFLOWER AVE STE 300	MONROVIA	CA	91016-4066
166	FRENCH AMER CHAMBER OF COMMERCE	8222 MELROSE AVE STE 203	LOS ANGELES	CA	90046-6825
167	GREATER LA AFRICAN AMER CHAMBER OF COMMERCE	3910 W MARTIN LUTHER KING JR BL 2ND F	LOS ANGELES	CA	90008
168	HUNTINGTON PK CHAMBER OF COMMERCE	6330 PACIFIC BL STE 208	HUNTINGTON PARK	CA	90255
169	IMS	945 HORNBLEND ST STE G	SAN DIEGO	CA	92109-4057
170	INGLEWOOD/AIRPORT AREA CHAMBER OF COMMERCE	330 E QUEEN ST	INGLEWOOD	CA	90301
171	ISD/PCS - BID ROOM	1100 N EASTERN AVE	LOS ANGELES	CA	90063
172	JAPANESE CHAMBER OF COMMERCE	244 S SAN PEDRO ST RM 504	LOS ANGELES	CA	90012
173	LOS ANGELES AREA CHAMBER OF COMMERCE	350 S BIXEL ST	LOS ANGELES	CA	90017
174	LTSC CDC	231 E THIRD ST STE G106	LOS ANGELES	CA	90013

SECURITY CONTRACTORS

Attachment IV

175	MALIBU CHAMBER OF COMMERCE	23805 STUART RANCH RD STE 100	MALIBU	CA	90265
176	NATL CENTER FOR INDIAN ENT DEVEL	11138 VALLEY MALL STE 200	EL MONTE	CA	91731
177	PAC COAST REGIONAL SMALL BUS DEV CORP	3255 WILSHIRE BL STE 1501	LOS ANGELES	CA	90010
178	PACIFIC PALISADES CHAMBER OF COMMERCE	15330 ANTIOCH ST	PACIFIC PALISADES	CA	90272
179	RESEDA CHAMBER OF COMMERCE	18210 SHERMAN WAY #107	RESEDA	CA	91335
180	SANTA CLARITA VAL COMM ON AGING	22900 MARKET ST	NEWHALL	CA	91321
181	SANTA FE SPRINGS CHAMBER OF COMMERCE	12016 TELEGRAPH RD	SANTA FE SPRINGS	CA	90670
182	SANTA MONICA CHAMBER OF COMMERCE	1234 6TH ST #100	SANTA MONICA	CA	90401-1613
183	SMALL BUSINESS ADMIN LA DIST	330 N BRAND BL	GLENDALE	CA	91230
184	US MEXICO CHAMBER OF COMMERCE PACIFIC	2450 COLORADO AVE STE 400E	SANTA MONICA	CA	90404-5524
185	VERNON CHAMBER OF COMMERCE	3801 S SANTA FE AVE	VERNON	CA	90058
186	WEST HOLLYWOOD CHAMBER OF COMMERCE	8278 1/2 SANTA MONICA BL	WEST HOLLYWOOD	CA	90046-5915
187	WEST LOS ANGELES CHAMBER OF COMMERCE	PO BOX 64512	LOS ANGELES	CA	90064-0512

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

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.

LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM:

FIRM NAME: Akal Security, Inc

I AM NOT A Local SBE certified by the County of Los Angeles Office of Affirmative Action Compliance as of the date of this proposal/bid submission.

I AM

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

My County (WebVen) Vendor Number: 05127901

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 gender, race, creed or color.

Business Structure: <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Partnership <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Non-Profit <input type="checkbox"/> Franchise						
<input type="checkbox"/> Other (Please Specify) _____						
Total Number of Employees (including owners):						
Race/Ethnic Composition	Owners/Partners/ Associate Partners		Managers		Staff	
	Male	Female	Male	Female	Male	Female
Black / African American			27	2	2016	808
Hispanic / Latino			15	4	1,371	392
Asian or Pacific Islander			8	0	268	48
American Indian/ Alaskan Native			2	0	73	32
Filipino American	<i>In accordance with federal EEO Regulation, we do not identify this category.</i>					
White			143	17	5669	823

iii. **PERCENTAGE OF OWNERSHIP IN FIRM:** Please indicate by percentage (%) how ownership of the firm is distributed. *We are a corporation and have no breakdown of ownership.*

	Black / African American	Hispanic/ Latino	Asian or Pacific Islander	American Indian/ Alaskan Native	Filipino American	White
Men	%	%	%	%	%	%
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 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
<i>We are not certified in any of the categories.</i>					

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

Authorized Signature:	Title: <u>DIRECTOR</u> <u>NATIONAL Division</u>	Date: <u>08/28/07</u>
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CONTRACT

BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

AKAL SECURITY, INC.

FOR

SECURITY SERVICES AT

THREE (3) PARK FACILITIES FOR NORTH REGION

FEBRUARY 2008

76456

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**CONTRACT BETWEEN
COUNTY OF LOS ANGELES
AND
AKAL SECURITY, INC.
FOR
THREE (3) PARK FACILITIES FOR NORTH REGION
SECURITY SERVICES**

This Contract and Exhibits made and entered into this 15TH day of JANUARY, 2008, by and between the County of Los Angeles, hereinafter referred to as the County and Akal Security, Inc., hereinafter referred to as the Contractor.

RECITALS

WHEREAS, pursuant to Section 44.7 of the Los Angeles County Charter as implemented by Los Angeles County Code Section 2.121.250, et seq., the County is permitted to contract with private businesses to perform services when it is more economical or feasible to do so; and

WHEREAS, the Contractor is duly licensed and certified to engage in the business of security services; and warrants that it possesses the competence, expertise, equipment, resources and personnel necessary to provide such services; and

WHEREAS, the Contractor has submitted a proposal to the County for provision of such services and based upon an evaluation of the proposals under Los Angeles County Code Section 2.121.320 the Contractor has been selected for recommendation for award of such contract;

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

76456

1.0 APPLICABLE DOCUMENTS

Exhibits A, B, C, D, E, F, G, H, I, J, K, L, M and N are attached to and form a part of this Contract. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, goods, service, or other work, or otherwise between the base Contract and the Exhibits, or between Exhibits, such conflict or inconsistency shall be resolved by giving precedence first to the Contract and then to the Exhibits according to the following priority:

- 1.1 EXHIBIT A - Pricing and Billing Schedule and Performance Frequencies
- 1.2 EXHIBIT B - Statement of Work
- 1.3 EXHIBIT C - Prevailing Wage Determinations
- 1.4 EXHIBIT D – Contractor’s EEO Certification
- 1.5 EXHIBIT E – Public Payroll Reporting Forms
- 1.6 EXHIBIT F - Contractor’s Quality Control Plan
- 1.7 EXHIBIT G - IRS Form 1015
- 1.8 EXHIBIT H - Jury Service Ordinance
- 1.9 EXHIBIT I – Safely Surrendered Baby Law
- 1.10 EXHIBIT J - Living Wage Ordinance
- 1.11 EXHIBIT K - Monthly Certification for Applicable Health Benefits Payment
- 1.12 EXHIBIT L – Payroll Statement of Compliance
- 1.13 EXHIBIT M - Employee Living Wage Notice Handout (Eng/Span)
- 1.14 EXHIBIT N - Confidentiality Form

2.0 DEFINITIONS

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

- 2.1 Contract:** Agreement executed between County and Contractor. It sets forth the terms and conditions for the issuance and performance of services.

- 2.2 Contractor:** The sole proprietor, partnership, or corporation that has entered into a contract with the County to perform or execute the work covered by this Contract.
- 2.3 Board of Supervisors:** The Board of Supervisors of the County of Los Angeles acting as governing body or their designee.
- 2.4 Contractor Contract Manager:** The individual designated by the Contractor to administer the Contract operations after award of the Contract.
- 2.5 County Contract Monitor:** Person with responsibility to oversee the day to day activities of this Contract. Responsibility for inspections of any and all tasks, deliverables, goods, services and other work provided by the Contractor.
- 2.6 County Contract Manager:** Person designated by the Director with authority to manage the operations related to this Contract, or his/her authorized representative.
- 2.7 Department:** The County of Los Angeles Department of Parks and Recreation acting on behalf of the County for matters relating to this Contract.
- 2.8 Director:** The Director of the Department of Parks and Recreation, County of Los Angeles, acting on behalf of the County on contractual or administrative matters relating to the enforcement of this Contract, or his authorized representative(s).
- 2.9 Monthly Contract Sum:** The amount of one-twelfth (1/12) of the total annual amount of compensation, or a prorated monthly amount, to be paid by the County for services rendered by the Contractor under the terms and conditions of this Contract.
- 2.10 Security Services:** Facility included in this contract as identified in Exhibit B, Statement of Work, Paragraph 4.0.
- 2.11 Day(s):** Calendar day(s) unless otherwise specified.
- 2.12 Fiscal Year:** The twelve (12) month period beginning July 1st and ending the following June 30th.

3.0 CONTRACTOR SERVICES

- 3.1 Pursuant to the provisions of this Contract, the Contractor shall fully perform, complete and deliver on time, all tasks, deliverables, services and other work as set forth and incorporated in Pricing and Billing Schedule and Performance Frequencies Exhibit A, and the Statement of Work, Exhibit B. The specific frequencies per site are identified in Exhibit A, Pricing and Billing Schedule and Performance Frequencies and govern the Contractor's completion of required operations.
- 3.2 If the Contractor provides any tasks, deliverables, goods, services, or other work, other than as specified in this Contract, the same shall be deemed to be a gratuitous effort on the part of the Contractor, and the Contractor shall have no claim whatsoever against the County.

4.0 TERM OF CONTRACT

- 4.1 The term of this Contract shall be for two (2) years following the Board of Supervisors' approval, and continuing through the contract term, unless terminated sooner or extended, in whole or in part, as provided in this contract.
- 4.2 The Director shall issue to the contractor a written Notice to Proceed indicating the date in which to commence services at the facilities identified in Exhibit B, Statement of Work, Section 4.
- 4.3 The County shall have the sole option to extend the Contract term for up to three (3) additional one-year periods. Each such option year shall be exercised at the sole discretion of the Director, which may include a cost of living adjustment (COLA) per option year as provided for in Paragraph 5.4, hereinafter.
- 4.4 The Contractor shall notify the Department when this Contract is within six (6) months from the expiration of the term as provided for hereinabove. Upon occurrence of this event, the Contractor shall send written notification to the Department at the address herein provided in Subparagraph 9.31, Notices, of this Contract.

4.5 By reasons or acts beyond the control of the County, this Contract may be terminated by the County without liability or damages whenever the County is prevented by operation of laws, Acts of God, or by the official action of Local, State or Federal authorities from complying with the provisions of this Contract.

5.0 CONTRACT SUM

5.1 The contract sum under the terms of this Contract shall be the total monetary amount payable by the County to the Contractor for provision of security services. Said sum shall comply with Exhibit A, Pricing and Billing Schedule and Performance Frequencies.

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

5.3 In no event shall the Contractor be entitled to compensation exceeding the total contract amount unless the Contract is amended in writing pursuant to Section 8.0, Change Notices and Amendments.

5.4 Cost of Living Adjustment (COLA)

If the County elects in its sole determination to exercise the option years, the contract (hourly, daily, monthly, etc.) sum, identified hereinabove, may be adjusted annually based on the increase or decrease in the U.S. Department of Labor, Bureau of Labor Statistics' Consumer Price Index (CPI) for the Los Angeles-Riverside-Orange County Area for the most recently published percentage change for the 12-month period preceding the contract anniversary date, which shall be the effective date for any

cost of living adjustment. However, any increase shall not exceed the general salary movement granted to County employees as determined by the CAO as of each July 1 for the prior 12-month period. Furthermore, should fiscal circumstances ultimately prevent the Board from approving any increase in County employee salaries; no cost of living adjustments will be granted. Where the County decides to grant a cost of living adjustment pursuant to this paragraph for contract option years, it may, in its sole discretion exclude the cost of labor (including the cost of wages and benefits paid to employees providing services under this contract) from the base upon which a COLA is calculated, unless the contractor can show his/her labor cost will actually increase.

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

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

- 5.6 The Contractor shall maintain a system of record keeping that will allow the Contractor to determine when it has incurred seventy-five percent (75%) of the total contract authorization under this Contract. Upon occurrence of this event, the Contractor shall send written notification to the Director at the address herein provided under Subparagraph 9.31, Notices, of this Contract.

5.7 Invoices and Payments

- 5.7.1 The Contractor shall invoice the County monthly in arrears for providing the tasks, deliverables, goods, services, and other work

specified in Exhibit B, Statement of Work and priced in accordance with Exhibit A, Pricing and Billing Schedule and Performance Frequencies.

- 5.7.2 The Contractor shall present two (2) copies of the monthly invoice for work performed during the preceding month. The Contractor shall prepare invoices, which shall include the charges owed to the Contractor by the County under the terms of this Contract. Said invoices shall include all required certifications and reports as provided for in this Contract, including Subparagraph 9.51, Compliance with the County's Living Wage Program. No invoice will be approved for payment unless the required subject documents identified hereinabove are included with the invoice.
- 5.7.3 The Contractor shall submit the monthly invoices to the County on or before the 15th calendar day of each month in the amount of one-twelfth (1/12) of the total annual amount of compensation, or a prorated monthly amount, to be paid by the County for services rendered by the Contractor under the terms and conditions of this Contract. Said payment shall be made within thirty (30) days upon receiving a properly prepared and correct invoice, providing that all work performed during the preceding month has been inspected and accepted by the Director and that applicable certifications and reports have been submitted in accordance with the provisions of this Contract.
- 5.7.4 All invoices submitted by the Contractor for payment must have the written approval of the Director prior to any payment thereof. In no event shall the County be liable or responsible for any payment prior to such written approval. The Contractor shall look for payment exclusively from the funds having been allocated by the County for such services.

5.7.5 Local Small Business Enterprises – Prompt Payment Program

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

6.0 ENFORCEMENT OF CONTRACT

- 6.1 The Director shall be responsible for the enforcement of this Contract on behalf of the County and shall be assisted therein by those officers and employees of the County having duties in connection with the administration thereof. The Director hereby reserves the right to: (a) assign such personnel as are needed to serve as Contract Monitor(s) in order to inspect and review the Contractor's performance of, and compliance with, all contractual services, duties, obligations, responsibilities, administrative procedures and staffing as set forth in this Contract, and (b) require the Contractor to provide such written documentation and/or regular reports as the Director deems necessary to verify and review the Contractor's performance under this Contract.
- 6.2 The County reserves the right to perform inspections at any time for the purpose of maintaining the Contractor's compliance with all Contract terms and conditions and performance standards.
- 6.3 The Contractor hereby agrees to cooperate with the Director, County Contract Managers and Monitors, and any appropriate State or Federal representative, in the review and monitoring of the Contractor's service program, records and procedures at any reasonable time, as requested by the County.
- 6.4 In the event the County commences legal proceedings for the enforcement of this Contract or recovery of the premises herein, the Contractor does hereby agree to pay any sum which may be awarded to the County by the Court for attorney's fees and costs incurred in the action brought thereon.

7.0 CONTRACTOR'S STAFF

- 7.1 At any time prior to or during the term of this Contract, the County may require that all the Contractor's staff performing work under this Contract undergo and pass, to the satisfaction of the County, a background investigation, as a condition of beginning and continuing to work under this Contract. The County shall use its discretion in determining the method of background clearance to be used, up to and including a County performed fingerprint security clearance. The fees associated with obtaining the background information shall be at the sole expense of the Contractor, regardless if the Contractor's staff passes or fails the background clearance investigation.
- 7.2 The Contractor shall provide sufficient personnel to perform all work in accordance with the specifications set forth herein. The Contractor's employees, whether assigned to any one facility or as part of a crew serving any number of facilities, shall include at least one individual who speaks and comprehends the English language.
- 7.3 The County has the absolute right to approve or disapprove all of the Contractor's staff performing work hereunder and any proposed changes in the Contractor's staff.
- 7.4 The Director may at any time give the Contractor written notice to the effect that the conduct or action of a designated employee of the Contractor is, in the reasonable belief of the Director, detrimental to the interest of the public patronizing the premises. The Contractor shall meet with the Director or his authorized representative to consider the appropriate course of action with respect to the matter and the Contractor shall take reasonable measures under the circumstances to assure the Director that the conduct and activities of the Contractor's employee(s) will not be detrimental to the interest of the public patronizing the premises.
- 7.5 The Director may require the Contractor to establish an identification system for personnel assigned to the facilities which clearly indicates to

the public the name of the Contractor responsible for the security services. The identification system shall be furnished at the Contractor's expense and may include, but not be limited to, appropriate attire and/or name badges as specified by the Director.

- 7.6 The Contractor shall require each of his employees to adhere to basic public works standards of working attire. These are basically: uniforms, proper shoes and other gear as required by State Safety Regulations, and the proper wearing of the clothing. Shirts shall be worn at all times and shall be buttoned.

7.7 CONFIDENTIALITY

7.7.1 The Contractor shall maintain the confidentiality of all records obtained from the County under this Contract in accordance with all applicable federal, State or local laws, ordinances, regulations and directives relating to confidentiality.

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

7.7.3 The Contractor shall sign and adhere to the provisions of the "Contractor Acknowledgement and Confidentiality Agreement", Exhibit N.

8.0 CHANGE NOTICES AND AMENDMENTS

The County reserves the right to change any portion of the work required under this Contract, or amend such other terms and conditions that may be necessary.

All such revisions shall be accomplished in the following manner:

- 8.1 A Change Notice shall be prepared, and executed by the Contractor and the Director for any changes, deemed by the Director as necessary for the proper monitoring of the area, and which affect the Contractor's service requirements set forth in Statement of Work, Exhibit B, and any corresponding changes in the Contract Sum, not to exceed the annual contract amount plus ten percent (10%).

- 8.2 For any change which affects any other term or condition included in this Contract, or any changes in the Contractor's service requirements as set forth in Statement of Work, Exhibit B, that exceeds the annual contract amount plus ten percent (10%), excluding the provisions of Paragraph 5.4 hereinabove, an Amendment shall be prepared therefore, executed by the Contractor, and thereafter by the County's Board of Supervisors.
- 8.3 The County's Board of Supervisors, Chief Administrative Officer, or designee may require the addition of and/or change certain terms and conditions in the Contract during the term of this Contract. The County reserves the right to add and/or change such provisions as required by the County's Board of Supervisors or Chief Administrative Officer. To implement such orders, an Amendment to the Contract shall be prepared and executed by the Contractor and the Director.
- 8.4 The Director may, at his sole discretion, authorize extensions of time as defined in Section 4.0, Term of Contract, of this Contract. The Contractor agrees that such extensions of time shall not change any other term or condition of this Contract during the periods of such extensions. To implement an extension of time, a "Notice to Extend" letter shall be prepared and executed by the Director.

9.0 STANDARD TERMS AND CONDITIONS

9.1 ASSIGNMENT AND DELEGATION

- 9.1.1 The Contractor shall not assign its rights or delegate its duties under this Contract, or both, whether in whole or in part, without the prior written consent of the County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this sub-paragraph, County consent shall require a written amendment to the Contract, which is formally approved and executed by the parties. Any payments by the County to any approved delegate or assignee on any claim under this Contract shall be deductible, at the County's sole discretion, against

the claims, which the Contractor may have against the County.

9.1.2 Shareholders, partners, members, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of the Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Contract, such disposition is an assignment requiring the prior written consent of the County in accordance with applicable provisions of this Contract.

9.1.3 If any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without the County's express prior written approval, shall be a material breach of the Contract which may result in the termination of this Contract. In the event of such termination, 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.

9.2 AUTHORIZATION WARRANTY

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

9.3 BUDGET REDUCTIONS

In the event that the County's Board of Supervisors adopts, in any fiscal year, a County Budget which provides for reductions in the salaries and

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

9.4 COMPLAINTS

- 9.4.1 Within ten (10) business days after the effective date of this Contract, the Contractor shall provide the County with its plan for receiving, responding and abating all inquiries and complaints received from the Director, County personnel, or patrons using the facilities. The County will review and approve said plan or request changes. If changes are requested, the Contractor shall resubmit the revised plan within five (5) business days for approval. Changes by the Contractor must first be approved by the County before implementation.
- 9.4.2 During the term of this contract, the Contractor shall maintain an office located in the Los Angeles Metropolitan Area. In addition, the Contractor shall maintain a telephone at the office that is listed in the telephone directory in its own name or in the firm name by which it is most commonly known.
- 9.4.3 During normal business hours, Contractor shall have a responsible employee(s) to receive all inquiries and complaints that may be received from the Director, County personnel or patrons using the facilities and take the necessary action. An

answering service shall be considered an acceptable substitute to full-time coverage, provided the Contractor is advised of any complaint within one (1) hour of receipt of such complaint by the answering service. The Contractor's employee(s) responsible for providing the security services shall be available for notification through electronic communications during normal business hours.

- 9.4.4 During normal days and hours of operation, whenever immediate action is required to prevent impending injury, death or property damage to the facilities being maintained, the County may, after a reasonable attempt to notify the Contractor, cause such action to be taken by the County work force and shall charge the cost thereof as determined by the Director, against the Contractor, or may deduct such cost from an amount due to the Contractor from the County.
- 9.4.5 The Contractor shall maintain a written log of all complaints. The log shall include the name of the employee logging the complaint, the date and time of the complaint, the facility where the complaint is about, a description of the complaint, the name and address of the complainant, and the action taken or the reason for non-action. The log of complaints shall be submitted monthly with the Contractor's invoice and shall be open to the inspection of the Director at all reasonable times.
- 9.4.6 All complaints shall be abated as soon as possible after notification; but in all cases within 24 hours, to the satisfaction of the Director. If any complaint is not abated within 24 hours, the Director shall be notified immediately of the reason for not abating the complaint followed by a written report to the Director within five (5) days. If the complaints are not abated within the time specified or to the satisfaction of the Director, the Director may correct the specific complaint and the total cost incurred by the

County will be deducted and forfeit from the payments owing to the Contractor from the County.

9.5 COMPLIANCE WITH APPLICABLE LAW

9.5.1 The Contractor shall comply with all applicable Federal, State, and local laws, rules, regulations, ordinances, and directives, and all provisions required thereby to be included in this Contract are hereby incorporated herein by reference.

9.5.2 The Contractor shall indemnify and hold harmless the County from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees, arising from or related to any violation on the part of the Contractor or its employees, agents, or subcontractors of any such laws, rules, regulations, ordinances, or directives.

9.6 COMPLIANCE WITH CIVIL RIGHTS LAWS

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

9.7 COMPLIANCE WITH THE COUNTY'S JURY SERVICE PROGRAM

9.7.1 Jury Service Program

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

attached as Exhibit H and incorporated by reference into and made a part of this Contract.

9.7.2 Written Employee Jury Service Policy

1. Unless the Contractor has demonstrated to the County's satisfaction either that the Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that the Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), the Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.
2. For purposes of this Subparagraph, "Contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County Contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full-time employee of the Contractor. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If the

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

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

9.8 CONFLICT OF INTEREST

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

9.8.2 The Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Contract. The Contractor warrants that it is not now aware of any facts that create a conflict of interest. If the Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to the County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this Sub-paragraph shall be a material breach of this Contract.

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

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

9.10 CONSIDERATION OF HIRING GAIN/GROW PROGRAM PARTICIPANTS

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

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

9.11 CONTRACTOR RESPONSIBILITY AND DEBARMENT

9.11.1 Responsible Contractor

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

9.11.2 Chapter 2.202 of the County Code

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

but may exceed five years or be permanent if warranted by the circumstances, and terminate any or all existing Contracts the Contractor may have with the County.

9.11.3 Non-responsible Contractor

The County may debar a Contractor if the Board of Supervisors finds, in its discretion, that the Contractor has done any of the following: (1) violated a term of a contract with the County or a nonprofit corporation created by the County, (2) committed an act or omission which negatively reflects on the Contractor's quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.

9.11.4 Contractor Hearing Board

1. If there is evidence that the Contractor may be subject to debarment, the Department will notify the Contractor in writing of the evidence which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.
2. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the Department shall be

provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

3. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
4. If a Contractor has been debarred for a period longer than five (5) years, that Contractor may, after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the County.
5. The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the Contractor has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board

shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

6. The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

9.11.5 Subcontractors of Contractor

These terms shall also apply to Subcontractors of County Contractors.

9.12 CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO CHILD SUPPORT ENFORCEMENT

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

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

The Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the County's policy to encourage all County Contractors to voluntarily post the County's "Safely Surrendered Baby Law"

poster in a prominent position at the Contractor's place of business. The Contractor will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. The County's Department of Children and Family Services will supply the Contractor with the poster to be used.

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

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

9.14.2 As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the Contractor's duty under this Contract to comply with all applicable provisions of law, the Contractor warrants that it is now in compliance and shall during the term of this Contract maintain in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

9.15 COUNTY'S QUALITY ASSURANCE PLAN

The County or its agent will evaluate the Contractor's performance under this Contract on not less than an annual basis. Such evaluation will include assessing the Contractor's compliance with all Contract terms and

conditions and performance standards. Contractor deficiencies which the County determines are severe or continuing and that may place performance of the Contract in jeopardy if not corrected will be reported to the Board of Supervisors. The report will include improvement/corrective action measures taken by the County and the Contractor. If improvement does not occur consistent with the corrective action measures, the County may terminate this Contract or impose other penalties as specified in this Contract.

9.16 DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS

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

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

9.17 EMPLOYMENT ELIGIBILITY VERIFICATION

9.17.1 The Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. The Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal and State

statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered employees for the period prescribed by law.

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

9.18 FACSIMILE REPRESENTATIONS

The County and the Contractor hereby agree to regard facsimile representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Change Notices and Amendments prepared pursuant to Section 8.0, and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed to Change Notices and Amendments to this Contract, such that the parties need not follow up facsimile transmissions of such documents with subsequent (non-facsimile) transmission of "original" versions of such documents.

9.19 FAIR LABOR STANDARDS

The Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act and shall indemnify, defend, and hold harmless the County and its agents, officers, and employees from any and all liability, including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law, including, but not limited to, the Federal Fair Labor Standards Act, for work performed by the Contractor's employees for which the County may

be found jointly or solely liable.

9.20 GOVERNING LAW, JURISDICTION, AND VENUE

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

9.21 INDEPENDENT CONTRACTOR STATUS

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

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

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

9.22 INDEMNIFICATION

The Contractor shall indemnify, defend and hold harmless the County, its Special Districts, elected and appointed officers, employees, and agents 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 the Contractor's acts and/or omissions arising from and/or relating to this Contract.

9.23 INSURANCE REQUIREMENTS, GENERAL

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 following 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. Such coverage shall be provided and maintained at the Contractor's own expense.

9.23.1 Evidence of Insurance:

Certificate(s) or other evidence of coverage satisfactory to the County shall be delivered to the Director, Attention: The Arboretum of Los Angeles County, Contracts, Golf, and Special Districts Division (North Gate), 301 North Baldwin Avenue, Arcadia, CA 91007 prior to commencing services under this Contract. Such certificates or other evidence shall:

- a. Specifically identify this Contract.
- b. Clearly evidence all coverages required in this Contract.
- c. Contain the express condition that the County is to be given written notice by mail at least thirty (30) days in advance of cancellation for all policies evidenced on the certificate of insurance.
- d. 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.

- e. Identify any deductibles or self-insured retentions for the 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.

9.23.2 Insurer Financial Ratings: 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.

9.23.3 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.

9.23.4 Notification of Incidents, Claims or Suits: Contractor shall report to the County:

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

- b. Any third party claim or lawsuit filed against the Contractor arising from or related to services performed by the Contractor under this Contract.
- c. 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’s Project Manager.
- d. Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of County property, monies or securities entrusted to the Contractor under the terms of this Contract.

9.23.5 Compensation for County Costs: In the event that the 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, the Contractor shall pay full compensation for all costs incurred by the County.

9.23.6 Insurance Coverage Requirements for Subcontractors: The Contractor shall ensure any and all Subcontractors performing services under this Contract meet the insurance requirements of this Contract by either:

- a. The Contractor providing evidence of insurance covering the activities of Subcontractors, or
- b. The Contractor providing evidence submitted by the Subcontractors evidencing that the Subcontractors maintain the required insurance coverage. The County retains the right to obtain copies of evidence of Subcontractor insurance coverage at any time.

9.24 INSURANCE COVERAGE REQUIREMENTS

9.24.1 General Liability insurance written on ISO policy form CG 00 01 or its equivalent with limits of not less than the following:

General Aggregate:	\$4 million
Products/Completed Operations Aggregate:	\$1 million

Personal and Advertising Injury: \$1 million

Each Occurrence: \$2 million

9.24.2 Automobile Liability 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”.

9.24.3 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 the Contractor is responsible. If the 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 the 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

9.24.4 Property Coverage: Such insurance shall be endorsed naming the County of Los Angeles as loss payee, provide deductibles of no greater than five percent (5%) of the property value, and shall include:

- a. **Personal Property: Automobiles and Mobile Equipment** - Special form (“all risk”) coverage for actual cash value of County-owned or leased property; and
- b. **Real Property and All Other Personal Property** - Special form (“all risk”) coverage for the full replacement value of County-owned or leased property.

9.25 INTERPRETATION OF SECURITY SPECIFICATIONS

- 9.25.1 Should any misunderstanding arise, the Director will interpret this Contract. If the Contractor disagrees with the interpretation of the Director, the Contractor shall continue with the work in accordance with the Director's interpretation. Within thirty (30) days after receipt of the interpretation, the Contractor may file a written request for a hearing before a Disputes Review Panel as provided hereinafter. The written request shall outline in detail the area of dispute.
- 9.25.2 The Disputes Review Panel will be appointed by the Director and will be composed of not less than three County personnel having experience in the administration of security services contracts. The panel will convene within one (1) week of appointment in order to hear all matters related to the dispute. The hearing will be informal and formal rules of evidence will not apply. The Panel will submit its recommendation to the Director, for his consideration, within one (1) week following the conclusion of the hearing. The Director shall render an interpretation based upon his review of the Panel's recommendation.

9.26 NONDISCRIMINATION AND AFFIRMATIVE ACTION

- 9.26.1 The Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.
- 9.26.2 The Contractor shall certify to, and comply with, the provisions of Exhibit D, Contractor's EEO Certification.
- 9.26.3 The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during

employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

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

9.26.5 The Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.

9.26.6 The Contractor shall allow County representatives access to the Contractor's employment records during regular business hours to verify compliance with the provisions of this Subsection 9.26 when so requested by the County.

9.26.7 If the County finds that any provisions of this Subsection 9.26 have been violated, such violation shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract. While the County reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by

the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that the Contractor has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by the County that the Contractor has violated the anti-discrimination provisions of this Contract.

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

9.27 NON EXCLUSIVITY

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

9.28 NOTICE OF DELAYS

Except as otherwise provided under this Contract, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, that party shall, within one (1) day, give notice thereof, including all relevant information with respect thereto, to the other party, as set forth in Sub-paragraph 9.31 below and by facsimiles, electronic mail and telephone call as set forth herein:

Notice to the County:

Contact: Connie Douglas
Phone: (626) 821-4606
Fax: (626) 447-8573
Email: cdouglas@parks.lacounty.gov

Notice to the Contractor:

Danny Ferrin
(562) 941-8205
(562) 946-3017
DFerrin@akalsecurity.com

9.29 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

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

9.30 NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW

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

9.31 NOTICES

All notices or demands required or permitted to be given or made under this Contract shall be in writing and shall be hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid. The address to be used for any given notice served by facsimile or electronic mail or U.S. mail upon the Contractor shall be Akal Security, Inc., Attention: Danny Ferrin, 12145 Mora Drive, Suite 4, Santa Fe Springs, CA 90670. Any notice served by mail upon the County shall be addressed to the Director of Parks and Recreation, Attention: The Arboretum of Los Angeles County, Contracts, Golf, and Special Districts Division (North Gate), 301 North Baldwin Avenue, Arcadia, CA 91007, or such other place as may hereinafter be designated in writing to the Contractor by the Director. Addresses may be changed by either party giving ten (10) days prior written notice thereof to the other party. The Director shall have the

authority to issue all notices or demands required or permitted by the County under this Contract.

9.32 PREVAILING WAGES

In accordance with the provisions of Article 2, Chapter 1, Part 7, Division 2 of the Labor Code, the State Department of Industrial Relations has ascertained the prevailing rate of per diem wages in the locality wherein the work is to be performed to be paid each craft or type of worker or mechanic needed to properly perform and complete the contemplated work. The Prevailing Wage for Security Officer is set forth in Exhibit C of this Contract and the prevailing wage determination rates issued by the State Department of Industrial Relations for other craft or type of worker or mechanic that may be utilized to perform the specified work is on file with the Los Angeles County Department of Parks and Recreation, Project Management Agency, and all of these rates will apply to any Contract entered into pursuant thereto. Under the terms of the aforementioned sections, it will be required that no less than the rates so ascertained and set forth shall be paid to all laborers, workers or mechanics employed or engaged in said work. For each person so employed or engaged whether by the Contractor or any subcontractor under him who is paid at a rate less than that specified for the particular work performed, the Contractor shall forfeit to the County as a penalty the sum of Twenty-Five Dollars (\$25) for each day or portion thereof for which said person was paid less than the specified prevailing wage. The provisions of Section 1775 of the Labor Code shall be complied with by the Contractor. Wages to be paid apprentices employed or engaged in the contemplated work shall be determined in the manner provided by Section 1777.5 of the Labor Code.

9.33 PUBLIC RECORDS ACT

9.33.1 Any documents submitted by the Contractor; all information obtained in connection with the County's right to audit and inspect the Contractor's documents, books, and accounting records

pursuant to Subsection 9.35, Record Retention and Inspection/Audit Settlement, of this Contract; as well as those documents which were required to be submitted in response to the Request for Proposals (RFP) used in the solicitation process for this Contract, become the exclusive property of the County. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary." The County shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

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

9.34 PUBLICITY

9.34.1 The Contractor shall not disclose any details in connection with this Contract to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing the Contractor's need to identify its services and related clients to sustain itself, the County shall not inhibit the Contractor from publishing its role under this Contract within the following conditions:

a. The Contractor shall develop all publicity material in a professional manner; and

b. During the term of this Contract, the Contractor shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the County without the prior written consent of the Director. The County shall not unreasonably withhold written consent.

9.34.2 The Contractor may, without the prior written consent of County, indicate in its proposals and sales materials that it has been awarded this Contract with the County of Los Angeles, provided that the requirements of this Subparagraph 9.34 shall apply.

9.35 RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT

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

costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

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

9.35.2 Failure on the part of the Contractor to comply with any of the provisions of this Sub-paragraph 9.35 shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.

9.35.3 If, at any time during the term of this Contract or within five (5) years after the expiration or termination of this Contract, representatives of the County conduct an audit of the Contractor regarding the work performed under this Contract, and if such audit finds that the County's dollar liability for any such work is less than the payments made by the County to the Contractor, then the difference shall be either: a) repaid by the Contractor to the County by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the Contractor from the County, whether under this Contract or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to the Contractor, then the difference shall be paid to the Contractor by the County by cash payment, provided that in no event shall the County's maximum obligation for this Contract exceed the funds appropriated by the County for the purpose of this Contract.

9.35.4 In addition to the above, the Contractor agrees, should the County or its authorized representatives determine, in the County's sole discretion, that it is necessary or appropriate to review a broader scope of the Contractor's records (including, certain records related to non-County contracts) to enable the County to evaluate the Contractor's compliance with the County's Living Wage Program, that the Contractor shall promptly and without delay provide to the County, upon the written request of the County or its authorized representatives, access to and the right to examine, audit, excerpt, copy, or transcribe any and all transactions, activities, or records relating to any of its employees who have provided services to the County under this Contract, including without limitation, records relating to work performed by said employees on the Contractor's non-County contracts. The Contractor further acknowledges that the foregoing requirement in this subparagraph relative to the Contractor's employees who have provided services to the County under this Contract is for the purpose of enabling the County in its discretion to verify the Contractor's full compliance with and adherence to California labor laws and the County's Living Wage Program. All such materials and information, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, shall be kept and maintained by the Contractor and shall be made available to the County during the term of this Contract and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such materials and information prior to such time. All such materials and information shall be maintained by the Contractor at a location in Los Angeles County, provided that if any such materials and information is located outside Los Angeles

County, then, at the County's option, the Contractor shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such materials and information at such other location.

9.36 RECYCLED BOND PAPER

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

9.37 REMEDIES/LIQUIDATED DAMAGES

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

9.37.2 If the Director determines that there are deficiencies in the performance of this contract that the Director deems are correctable by the Contractor over a certain time span, the Director will provide a written notice to the Contractor to correct the deficiency within specified time frames. Should the Contractor fail to correct deficiencies within said time frame, the Director may: (a) Deduct from the Contractor's payment, pro rata, those applicable portions of the Monthly Contract Sum; and/or (b) Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the Contractor to correct a deficiency within the said specified time frame. The parties

hereby agree that under the current circumstances a reasonable estimate of such damages is One Hundred Dollars (\$100) per day and that the Contractor shall be liable to the County for liquidated damages in said amount. Said amount shall be deducted from the County's payment to the Contractor; and/or upon giving five (5) days notice to the Contractor for failure to correct the deficiencies, the County may correct any and all deficiencies and the total costs incurred by completion of the work by an alternate source, whether it be County forces or a separate private contractor, will be deducted and forfeited from the payment to the Contractor from the County, as determined by the County. The action above shall not be construed as a penalty but as an adjustment of payment to the Contractor to recover County cost due to the failure of the Contractor to complete or comply with the provisions of this Contract.

9.37.3 In addition to the remedies provided heretofore, this Contract may be terminated per Subsection 9.42, Termination for Default, of the Contract upon the Contractor's failure to correct deficiencies in a timely manner.

9.37.4 This Subparagraph shall not, in any manner, restrict or limit the County's right to damages for any breach of this Contract provided by law or as specified in Subparagraph 9.37.2 above, and shall not, in any manner, restrict or limit the County's right to terminate this Contract as agreed to herein.

9.38 RIGHT OF ENTRY

9.38.1 In the event this Contract is suspended or terminated in whole or in part, by the Board of Supervisors, the Board of Supervisors may instruct the Director to assume the responsibility of said Contract, employ the necessary workers, purchase materials and supplies as may be necessary for the proper performance of the

work contracted. For the purpose of satisfying and/or mitigating damages arising from a breach of this Contract, any excess costs as determined by the Director, arising therefrom over and above the compensation set forth within this Contract, may be charged against the Contractor.

9.38.2 In the event of such suspension or termination, all moneys due to Contractor or retained as security under the terms of this Contract shall be retained by the County; but such retention will not release the Contractor from liability for failure to perform under the terms of this Contract.

9.38.3 If in the sole discretion or judgment of the Director, and in accordance with Subparagraph 9.37, Remedies/Liquidated Damages, of this Contract, the Contractor and/or its employee(s) are not properly performing the services required under this Contract, then the Contractor and/or all of its employees may be temporarily replaced by County personnel and payment to be made by the County may be suspended while the matter is being investigated. In addition, the total cost as determined by the Director, incurred by County personnel shall be deducted and forfeited from the monthly payment to the Contractor from the County.

9.39 SUBCONTRACTING

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

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

- a. A description of the work to be performed by the subcontractor;

- b. A draft copy of the proposed subcontract; and
 - c. Other pertinent information and/or certifications requested by the County.
 - d. The Contractor shall ensure delivery of all such documents to the Department at the address provided in Subsection 9.31, Notices, before any subcontractor employee may perform any work hereunder.
- 9.39.3 The Contractor shall remain fully responsible for all performances required of it under this Contract, including those that the Contractor has determined to subcontract, notwithstanding the County's approval of the Contractor's proposed subcontract.
- 9.39.4 The County's consent to subcontract shall not waive the County's right to prior and continuing approval of any and all personnel, including subcontractor employees, providing services under this Contract. The Contractor is responsible to notify its subcontractors of this County right.
- 9.39.5 The Director is authorized to act for and on behalf of the County with respect to approval of any subcontract and subcontractor employees.
- 9.39.6 The Contractor shall be solely liable and responsible for all payments or other compensation to all subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the County's consent to subcontract.
- 9.39.7 In the event Director should consent to subcontracting:
- a. each and all of the provisions of this Contract and any amendment thereto shall extend to and be binding upon and inure to the benefit of the successors or administrators of the respective parties; and
 - b. the Contractor shall include in all subcontracts the following provision: "This Contract is a subcontract under the terms and

conditions of a prime contract with the County of Los Angeles.
All representations and warranties shall inure to the benefit of
the County of Los Angeles."

9.39.8 The Contractor shall obtain all Certificates of Insurance, which establish that the Subcontractor maintains all the programs of insurance required by the County, from each approved Subcontractor.

9.39.9 The Contractor shall indemnify, defend, and hold harmless County from any and all liability arising or resulting from the employment of any subcontractors and their employees in the same manner as for the Contractor's own employees.

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

Failure of the Contractor to maintain compliance with the requirements set forth in Subparagraph 9.14, Contractor's Warranty of Adherence to County's Child Support Compliance Program, shall constitute default under this Contract. Without limiting the rights and remedies available to the County under any other provision of this Contract, failure of the Contractor to cure such default within ninety (90) calendar days of written notice shall be grounds upon which the County may terminate this Contract pursuant to Subparagraph 9.42, Termination for Default, and pursue debarment of the Contractor, pursuant to County Code Chapter 2.202.

9.41 TERMINATION FOR CONVENIENCE BY COUNTY

9.41.1 This Contract may be terminated, in whole or in part, from time to time, when such action is deemed by the County, in its sole discretion, to be in its best interest. Termination of work hereunder shall be effected by delivery to the Contractor of a Notice of Termination specifying the extent to which performance of work is terminated and the date upon which such termination becomes

effective. The date upon which such termination becomes effective shall be no less than ten (10) days after the notice is sent.

- 9.41.2 After receipt of a Notice of Termination and except as otherwise directed by the County, the Contractor shall:
- a. Stop work under this Contract on the date and to the extent specified in such notice, and
 - b. Complete performance of such part of the work as shall not have been terminated by such notice.
- 9.41.3 After receipt of a Notice of Termination, the Contractor shall submit to the Director, in the form and with the certification as may be prescribed by the County, its termination claim and invoice. Such claim and invoice shall be submitted promptly, but not later than three (3) months from the effective date of termination. Upon failure of the Contractor to submit its termination claim and invoice within the time allowed, the County may determine, on the basis of information available to the County, the amount, if any, due to the Contractor in respect to the termination, and such determination shall be final. After such determination is made, the County shall pay the Contractor the amount so determined.
- 9.41.4 Subject to the provisions of the paragraph immediately above, the County and the Contractor shall negotiate an equitable amount to be paid to the Contractor by reason of the total or partial termination of work pursuant to this clause which amount may include a reasonable allowance for profit on services rendered but shall not include an allowance on services terminated. The County shall pay the agreed amount, provided that such amount shall not exceed the total funding obligated under this Contract as reduced by the amount of payments otherwise made and as further reduced by the contract price of services not terminated.

9.41.5 In the event that, following service of the Notice of Termination of this Contract under the provisions of this clause, it is determined for any reason that the Contractor was not in default under the provisions of this clause, that the default was excusable under provisions of this clause, or the Contractor has, to the satisfaction of the Director, cured any default, the Director shall issue, within five (5) business days, a rescission of the Notice of Termination, and the rights and obligations of the parties shall be the same as if the Notice of Termination had not been issued.

9.42 TERMINATION FOR DEFAULT

9.42.1 The County may, by written notice to the Contractor, terminate the whole or any part of this Contract, in the following circumstances:

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

9.42.2 Upon the occurrence of Subparagraph 9.42.1, this Contract shall be subject to termination. As a condition precedent thereto, the Director shall give the Contractor a minimum of three (3) days notice by registered or certified mail or personal service of the date set for termination thereof; the grounds therefor; and that an opportunity to be heard thereon will be afforded on or before said termination date, if request is made therefor.

- 9.42.3 Notwithstanding the above, the Director, in his/her sole discretion, may refrain from recommending immediate termination of this Contract for default if the Director, in his/her sole discretion, determines that the default is capable of being cured and (1) the Contractor cures its default within a five (5) day period after notice is given, or (2) if the default cannot reasonably be cured within the five (5) days after notice is given, the Contractor reasonably commences to cure its default within the five (5) day period and diligently and in good faith continues to cure the default. If the Contractor fails to cure the default to the Director's satisfaction, the Director shall recommend termination for default to the Board of Supervisors.
- 9.42.4 In the event that the County terminates this Contract in whole or in part as provided in this section, the County may procure, upon such terms and in such manner as the County may deem appropriate, goods and services similar to those so terminated. Any excess costs, as determined by the Director, arising therefrom over and above the contract sum may be charged against the Contractor. The Contractor shall continue the performance of this Contract to the extent not terminated under the provisions of this Subparagraph.
- 9.42.5 Except with respect to defaults of any subcontractor, the Contractor shall not be liable for any such excess costs of the type identified in Subparagraph 9.42.4 if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not limited to: acts of God or of a public enemy, acts of the County in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be

beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule. As used in this Subparagraph 9.42.5, the term “subcontractor” and “subcontractors” mean subcontractor(s) at any tier.

- 9.42.6 In the event the County terminates this Contract in its entirety due to the Contractor’s default as provided in Subparagraph 9.42.1, the Contractor and the County agree that the County will have actual damages, which are extremely difficult to calculate and impracticable to fix and which will include, but are not limited to, the County’s costs of procurement of replacement services and costs incurred due to delays in procuring such services. Therefore, the Contractor and the County agree that the County shall, at its sole option and in lieu of the provisions of Subparagraph 9.42.2, be entitled to liquidated damages from the Contractor, pursuant to California Civil Code Section 1671, in the amount of Five Thousand Dollars (\$5,000) or five percent (5%) of the applicable year's Contract sum, whichever is less, as equitable compensation to the County for such actual damages. This amount of liquidated damages shall be either paid by the Contractor to the County by cash payment upon demand or, at the sole discretion of the Director, or designee, deducted from any amounts due to the Contractor by the County, whether under this Contract or otherwise.
- These liquidated damages shall be in addition to any credits, which the County is otherwise entitled to under this Contract,

and the Contractor's payment of these liquidated damages shall not in any way change, or affect the provisions of Subsection 9.22, Indemnification.

9.42.7 In the event that, following service of the Notice of Termination of this Contract under the provisions of this Subparagraph 9.42, it is determined for any reason that the Contractor was not in default under the provisions of this Subparagraph 9.42, that the default was excusable under provisions of this Subparagraph 9.42, or Contractor has, to the satisfaction of the Director, cured any default, the Director shall issue, within five (5) business days, a rescission of the Notice of Termination, and the rights and obligations of the parties shall be the same as if the Notice of Termination had not been issued.

9.42.8 The rights and remedies of the County provided in this Subparagraph 9.42 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

9.43 TERMINATION FOR IMPROPER CONSIDERATION

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

- 9.43.2 The Contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.
- 9.43.3 Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.

9.44 TERMINATION FOR INSOLVENCY

- 9.44.1 The County may terminate this Contract forthwith in the event of the occurrence of any of the following:
- a. Insolvency of the Contractor. The Contractor shall be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the Contractor is insolvent within the meaning of the Federal Bankruptcy Code;
 - b. The filing of a voluntary or involuntary petition regarding the Contractor under the Federal Bankruptcy Code;
 - c. The appointment of a Receiver or Trustee for the Contractor; or
 - d. The execution by the Contractor of a general assignment for the benefit of creditors.
- 9.44.2 The rights and remedies of the County provided in this Subsection 9.44 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

9.45 TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE

The Contractor, and each County Lobbyist or County Lobbying firm as defined in County Code Section 2.160.010 retained by the Contractor, shall

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

9.46 TERMINATION FOR NON-APPROPRIATION OF FUNDS

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

9.47 TERMINATION UPON TRANSFER OF TITLE, SECURITY RESPONSIBILITY OR PARK CLOSURE

Notwithstanding any other provision of this Contract, the County reserves the right to transfer title, security responsibility or close one or more of the facilities described in Section 4.0, Contractor Responsibilities of the Statement of Work, Exhibit B to this Contract (hereinafter, "Exhibit B, Section 4.0, Contractor Responsibilities").

9.47.1 In the event the County transfers title of one or more of the facilities described in Statement of Work, Exhibit B, Section 4.0, Contractor Responsibilities, to a governmental agency (assignee), the County reserves the right to:

9.47.1.1 Terminate this Contract or, provided there is consent by an assignee, assign the County's interest in this Contract to said assignee. The County shall provide

the Contractor with notice of termination or assignment of this Contract pursuant to this provision; or

9.47.1.2 Delete the transferred facility(ies) from the Contract or, provided there is consent by an assignee, assign those portions of the Contract dealing with the transferred facility(ies) to said assignee and reduce the Contract sum pro tanto. The County shall provide the Contractor with notice of deletion or assignment of said facility(ies) pursuant to this provision from this Contract.

9.47.2 In the event that the County transfers security responsibility for all or a portion(s) of one or more of the facility(ies) described in Statement of Work, Exhibit B, Section 4.0, Contractor Responsibilities, the County reserves the right to:

9.47.2.1 Terminate this Contract or, provided there is consent by an assignee, assign the County's interest in this Contract to said assignee. The County shall provide the Contractor with notice of termination or assignment of this Contract pursuant to this provision; or

9.47.2.2 Delete the transferred facility(ies) from the Contract or, provided there is consent by assignee, assign those portion(s) of the Contract dealing with the transferred facility(ies) to said assignee and reduce the sum of the Contract pro tanto. The County shall provide the Contractor with notice of deletion or assignment of said facility (ies) pursuant to this provision from this Contract; or

9.47.2.3 Delete transferred portion(s) of the facility(ies) from the Contract or, provided there is consent by an assignee, assign the portion(s) of the Contract dealing with the transferred portion(s) of the facility(ies) to said assignee and reduce the Contract sum pro tanto. The County

shall provide the Contractor with notice of deletion or assignment of said portion(s) of facility (ies) pursuant to this provision from this Contract.

9.47.3 In the event the County closes one or more of the facilities described in Statement of Work, Exhibit B, Section 4.0, "Contractor Responsibilities", the County reserves the right to:

9.47.3.1 Terminate this Contract upon the effective date of such closure(s). Upon the effective date of park closures(s), the Contractor shall immediately cease its operations, and within fifteen (15) days thereafter remove all items of its personal property, equipment and inventory. The County shall provide advance notice to the Contractor of such park closure(s); or

9.47.3.2 Delete the facility (ies) to be closed from the Contract and reduce the Contract sum pro tanto. Upon the effective date of park closure(s), the Contractor shall immediately cease its operations at said facility (ies), and within fifteen (15) days thereafter remove all items of its personal property, equipment and inventory. The County shall provide advance notice to the Contractor of such park closure(s).

9.48 VALIDITY

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

9.49 WAIVER

No waiver by the County of any breach of any provision of this Contract shall constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time, or from time to time, any provision of this

Contract shall not be construed as a waiver thereof. The rights and remedies set forth in this Subparagraph 9.49 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

9.50 WARRANTY AGAINST CONTINGENT FEES

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

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

9.51 COMPLIANCE WITH THE COUNTY’S LIVING WAGE PROGRAM

9.51.1 Living Wage Program:

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

9.51.2 Payment of Living Wage Rates.

1. Unless the Contractor has demonstrated to the County’s satisfaction either that the Contractor is not an “Employer” as defined under the Program (Section 2.201.020 of the County Code) or that the Contractor qualifies for an exception to the Living Wage Program (Section 2.201.090 of the County Code), the Contractor shall pay its Employees no less than the

applicable hourly living wage rate, as set forth immediately below, for the Employees' services provided to the County, including, without limitation, "Travel Time" as defined below in Subsection 5 of this Subparagraph 9.51.2, under the Contract:

- a. Not less than \$11.84 per hour if, in addition to the per-hour wage, the Contractor contributes less than \$2.20 per hour towards the provision of bona fide health care benefits for its Employees and any dependents; or
 - b. Not less than \$9.64 per hour if, in addition to the per-hour wage, the Contractor contributes at least \$2.20 per hour towards the provision of bona fide health care benefits for its employees and any dependents. The Contractor will be deemed to have contributed \$2.20 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, the Contractor contributes less than \$2.20 per hour towards the provision of bona fide health care benefits, the Contractor shall be required to pay its Employees the higher hourly living wage rate.
2. For purposes of this Sub-paragraph, "Contractor" includes any subcontractor engaged by the Contractor to perform services for the County under the Contract. If the Contractor uses any subcontractor to perform services for the County under the Contract, the subcontractor shall be subject to the provisions of this Sub-paragraph. The provisions of this Subparagraph shall be inserted into any such subcontract and a copy of the Living Wage Program shall be attached to the subcontract. "Employee" means any individual who is an employee of the Contractor under the laws of California, and who is providing full-time services to the 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. If the Contractor is required to pay a living wage when the Contract commences, the Contractor shall continue to pay a living wage for the entire term of the Contract, including any option period.
4. If the Contractor is not required to pay a living wage when the Contract commences, the Contractor shall have a continuing obligation to review the applicability of its "exemption status" from the living wage requirement. The Contractor shall immediately notify the County if the Contractor at any time either comes within the Living Wage Program's definition of "Employer" or if the Contractor no longer qualifies for an exception to the Living Wage Program. In either event, the Contractor shall immediately be required to commence paying the living wage and shall be obligated to pay the living wage for the remaining term of the Contract, including any option period. The County may also require, at any time during the Contract and at its sole discretion, that the Contractor demonstrate to the County's satisfaction that the Contractor either continues to remain outside of the Living Wage Program's definition of "Employer" and/or that the Contractor continues to qualify for an exception to the Living Wage Program. Unless the Contractor satisfies this requirement within the time frame permitted by the County, the Contractor shall immediately be required to pay the living wage for the remaining term of the Contract, including any option period.

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

9.51.3 Contractor's Submittal of Certified Monitoring Reports.

The Contractor shall submit to the County certified monitoring reports at a frequency instructed by the County. The certified monitoring reports shall list all of the Contractor's Employees during the reporting period. The certified monitoring reports shall also verify the number of hours worked, the hourly wage rate paid, and the amount paid by the Contractor for health benefits, if any, for each of its Employees. The certified monitoring reports shall also state the name and identification number of the Contractor's current health care benefits plan, and the 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 as Exhibit K and Exhibit L hereto, or other form approved by the County which

contains the above information. The County reserves the right to request any additional information it may deem necessary. If the County requests additional information, the Contractor shall promptly provide such information. The Contractor, through one of its officers, shall certify under penalty of perjury that the information contained in each certified monitoring report is true and accurate.

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

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

9.51.5 County Auditing of Contractor Records.

Upon a minimum of twenty-four (24) hours' written notice, the County may audit, at the Contractor's place of business, any of the Contractor's records pertaining to the Contract, including all documents and information relating to the certified monitoring reports. The Contractor is required to maintain all such records in California until the expiration of five (5) years from the date of final payment under the Contract. Authorized agents of the County shall

have access to all such records during normal business hours for the entire period that records are to be maintained.

9.51.6 Notifications to Employees.

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

9.51.7 Enforcement and Remedies.

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

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

a. Withholding of Payment. If the Contractor fails to submit accurate, complete, timely and properly certified monitoring reports, the County may withhold from payment to the Contractor up to the full amount of any invoice that would otherwise be due, until the Contractor has satisfied the concerns of the County, which may include required submittal of revised certified monitoring reports or additional supporting documentation.

- b. Liquidated Damages. It is mutually understood and agreed that the Contractor's failure to submit an accurate, complete, timely and properly certified monitoring report will result in damages being sustained by the County. It is also understood and agreed that the nature and amount of the damages will be extremely difficult and impractical to fix; that the liquidated damages set forth herein are the nearest and most exact measure of damages for such breach that can be fixed at this time; and that the liquidated damages are not intended as a penalty or forfeiture for the Contractor's breach. Therefore, in the event that a certified monitoring report is deficient, including but not limited to being late, inaccurate, incomplete or uncertified, it is agreed that the County may, in its sole discretion, assess against the Contractor liquidated damages in the amount of \$100 per monitoring report for each day until the County has been provided with a properly prepared, complete and certified monitoring report. The County may deduct any assessed liquidated damages from any payments otherwise due the Contractor.
- c. Termination. The Contractor's continued failure to submit accurate, complete, timely and properly certified monitoring reports may constitute a material breach of the Contract. In the event of such material breach, the County may, in its sole discretion, terminate the Contract.
2. Remedies for Payment of Less Than the Required Living Wage. If the Contractor fails to pay any Employee at least the applicable hourly living wage rate, such deficiency shall constitute a breach of the Contract. In the event of any such breach, the County may, in its sole discretion, exercise any or all of the following rights or remedies:
-

- a. Withholding Payment. If the Contractor fails to pay one or more of its employees at least the applicable hourly living wage rate, the County may withhold from any payment otherwise due the Contractor the aggregate difference between the living wage amounts the Contractor was required to pay its employees for a given pay period and the amount actually paid to the employees for that pay period. The County may withhold said amount until the Contractor has satisfied the County that any underpayment has been cured, which may include required submittal of revised certified monitoring reports or additional supporting documentation.
- b. Liquidated Damages. It is mutually understood and agreed that the Contractor's failure to pay any of its employees at least the applicable hourly living wage rate will result in damages being sustained by the County. It is also understood and agreed that the nature and amount of the damages will be extremely difficult and impractical to fix; that the liquidated damages set forth herein are the nearest and most exact measure of damages for such breach that can be fixed at this time; and that the liquidated damages are not intended as a penalty or forfeiture for the Contractor's breach. Therefore, it is agreed that the County may, in its sole discretion, assess against the Contractor liquidated damages of \$50 per employee per day for each and every instance of an underpayment to an employee. The County may deduct any assessed liquidated damages from any payments otherwise due the Contractor.
- c. Termination. The Contractor's continued failure to pay any of its employees the applicable hourly living wage rate may

constitute a material breach of the Contract. In the event of such material breach, the County may, in its sole discretion, terminate the Contract.

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

9.51.8 Use of Full-Time Employees

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

9.51.9 Contractor Retaliation Prohibited

The Contractor and/or its Employees shall not take any adverse action which would result in the loss of any benefit of employment, any contract benefit, or any statutory benefit for any Employee, person or entity who has reported a violation of the Living Wage Program to the County or to any other public or private agency, entity or person. A violation of the provisions of

this Sub-paragraph may constitute a material breach of the Contract. In the event of such material breach, the County may, in its sole discretion, terminate the Contract.

9.51.10 Contractor Standards

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

9.51.11 Employee Retention Rights

1. The Contractor shall offer employment to all retention employees who are qualified for such jobs. A “retention employee” is an individual:
 - a. Who is not an exempt employee under the minimum wage and maximum hour exemptions defined in the federal Fair Labor Standards Act; and
 - b. Who has been employed by a Contractor under a predecessor Proposition A contract or a predecessor cafeteria services contract with the County for at least six months prior to the date of this new Contract, which predecessor contract was terminated by the County prior to its expiration; and
 - c. Who is or will be terminated from his or her employment as a result of the County entering into this new contract.
2. The Contractor is not required to hire a retention employee who:
 - a. Has been convicted of a crime related to the job or his or her performance; or
 - b. Fails to meet any other County requirement for employees of a Contractor.

3. The Contractor shall not terminate a retention employee for the first 90 days of employment under the contract, except for cause. Thereafter, the Contractor may retain a retention employee on the same terms and conditions as the Contractor's other employees.

9.51.12 Neutrality in Labor Relations

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

10.0 ENTIRE CONTRACT

This document and the Exhibit(s) attached hereto constitute the entire contract between County and Contractor for the security services to be provided for the three (3) park facilities for North Region. All other agreements, promises and representations with respect thereto, other than those contained herein, are expressly revoked, as it has been the intention of the parties to provide for a complete integration within the provisions of this document, and the Exhibit(s) attached hereto, the terms, conditions, promises and covenants relating to the security services of the three (3) park facilities for the North Region. The unenforceability, invalidity, or illegality of any provision of this Contract shall not render the other provisions thereof unenforceable, invalid or illegal. No change to this Contract shall be valid unless prepared pursuant to Sub-paragraph 8.0 – Changes Notices and Amendments and signed by both parties.

IN WITNESS WHEREOF, Contractor has executed this Contract, or caused it to be duly executed and the County of Los Angeles, by order of its Board of Supervisors has caused this Contract to be executed on its behalf by the Chairman of said Board and attested to by the Executive Officer-Clerk of the Board of Supervisors thereof, the day and year first above written.

COUNTY OF LOS ANGELES

By *Yvonne B. Burke*
Yvonne B. Burke
Chair, Board of Supervisors

CONTRACTOR

By *[Signature]*

76456

ATTEST:

SACHI A. HAMAI
Executive Officer-Clerk
of the Board of Supervisors
for the County of Los Angeles

By *[Signature]*
Deputy



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

SACHI A. HAMAI
Executive Officer
Clerk of the Board of Supervisors

By *[Signature]*
Deputy

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

APPROVED AS TO FORM:
RAYMOND G. FORTNER, JR.

County Counsel

By *Helen S. Parker*
Helen S. Parker, Principal Deputy

28 JAN 15 2008

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

STATE OF CALIFORNIA }
 }
 } s.s.
COUNTY OF LOS ANGELES }

On this 29th day of November, 2007, before me, Conny B. McCormack, the Registrar-Recorder/County Clerk of the County of Los Angeles, personally appeared **Michael Redman**, as the **Regional Director of Akal Security, Inc.** personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that the person executed the same in his / her authorized capacity, and that by his / her signature on the instrument the Corporation upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.



Conny B. McCormack
Registrar-Recorder / County Clerk
County of Los Angeles

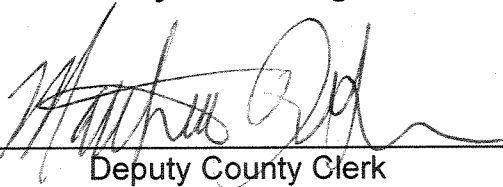
By 
Deputy County Clerk

Exhibit A
Pricing and Billing Schedule and Performance Frequencies

NORTH REGION

FEBRUARY 1, 2008 - JANUARY 31, 2009

FACILITY	TYPE	WEEKLY SCHEDULE	TOTAL HOURS	HOURLY RATE	TOTAL COSTS (Total Hours X Basic Hourly Rate)
William S. Hart Regional Park Headquarters 2415 North San Fernando Road Newhall, CA 91321	Armed	5 days per week Wednesday - Sunday (excluding days Park is closed) 8 Hours	2,080*	\$20.72	\$43,097.60
Tesoro del Valle Park 29350 Avenida Rancho Tesoro Valencia, CA 91354	Unarmed (Vehicle Patrol)	7 days per week Sunrise & Sunset	Monthly	\$750.00	\$9,000.00
Placerita Canyon Park 19152 Placerita Canyon Road Newhall, CA 91321	Unarmed (Vehicle Patrol)	7 days per week Sunrise & Sunset	Monthly	\$750.00	\$9,000.00

* Hours based on Park closed on Thanksgiving, Christmas, New Year's Days

ANNUAL CONTRACT AMOUNT

\$61,097.60

EXHIBIT B

STATEMENT OF WORK

NORTH REGION

Exhibit B – Statement of Work
SECURITY SERVICES FOR NORTH REGION

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SECURITY SERVICES FOR NORTH REGION STATEMENT OF WORK

1.0 SCOPE OF WORK

- 1.1 This Statement of Work (SOW), Exhibit B, defines the scope of work to be performed by qualified contractor(s) for two (2) contracts to provide both armed and unarmed security services at various Parks and Recreation locations throughout the North Region of Los Angeles County as specified in Section 4.0, Contractor Responsibilities.
- 1.2 Contractor shall be required to provide licensed security guards, who have been trained according to California Code of Regulations Title 16, Division 7 of the Bureau of Security and Investigative Services, Article 9.
- 1.3 Contractor shall provide all personnel, materials, general supervision and other items or services necessary to perform the required security guard services described under Section 6.0, "Security Guard/Lead Security Guard/Supervisor Tasks".
- 1.4 The Department shall have the right to delete and add facilities based on organizational and/or operational requirements during the term of the contract. Added services shall be based on the agreed contract rates.
- 1.5 The requirement of said services may increase or decrease and/or the unarmed posts listed may become armed posts. Therefore, the Statement of Work includes all weapon-associated requirements necessary for any future armed security guards.

2.0 CONTRACTOR'S REQUIREMENTS

- 2.1 Contractor shall provide the following personnel:
 - 2.1.1 Contractor's Contract Manager shall have of four years' paid security management experience. Contract Manager will be responsible for the overall management of the contract and act as a central point of contact with the County. Contract Manager shall ensure on a daily basis, 100% post coverage or have sufficient back-up personnel available to replace guards absent from assigned post within two (2) hours or less. Contract Manager shall be available by telephone or pager twenty-four (24) hours a day, seven (7) days a week to respond to emergencies or other critical operational requirements.
 - 2.1.2 Supervisor shall have at least two years' security supervisory experience within the past years or at the lieutenant level and

above. Contractor shall provide one (1) supervisor to inspect each post weekly to ensure proper performance of security guards.

2.1.3 Contractor shall be responsible for providing security guards who shall be competent and qualified to fulfill the requirements of the Agreement. Additional criteria for the selection and training of all security personnel are provided under Section 3.0, "Contractor's Background Clearance Requirements"; Section 7.0, "Contractor Employee Training Program"; and Section 8.0, "Contractor's Annual Physical Exams and Requirements".

2.1.4 Unarmed security officers shall have three years experience in the field and two years' paid security experience.

2.1.5 Armed security officers shall have three years paid armed security experience, one year paid unarmed security experience, and have satisfactory work history.

2.2 Contractor shall provide sufficient staff to meet the level specified for each location designated in Section 4.0, "Contractor Responsibilities".

2.2.1 Contractor shall maintain trained and County-approved security guards as back-up staff to replace security guards who are absent for any reason.

2.2.2 Contractor shall ensure security guards report absences to Contractor and to his/her County Contract Manager the day before a planned absence or within one (1) hour prior to employee's reporting time to work for unplanned absences.

2.2.3 Contractor shall notify the County Contract Manager of any absences. Contractor shall ensure post coverage at all times, replacement security guard shall report within two (2) hours or less of the absent security guard's reporting time.

2.2.4 In the event that a security guard must leave during the workday, Contractor shall send replacement security guard within two (2) hours or less to complete the remaining work schedule. The two (2) hour replacement requirement is a baseline; Contractor shall make every effort to have a replacement guard on site immediately upon notice of a vacant post.

3.0 CONTRACTOR'S BACKGROUND CLEARANCE REQUIREMENTS

3.1 Contractor must obtain a background investigation report of sufficient detail to ensure good character and trustworthiness of each security

-
- guard. Contractor shall be responsible for any cost associated with the background investigation process.
- 3.2 Contractor's security guards and supervisors who have been involved in any of the following shall not be accepted:
- 3.2.1 Any felony conviction.
 - 3.2.2 Any sex conviction.
 - 3.2.3 Any military conduct that involved dishonorable discharge, bad conduct, or an undesirable discharge.
 - 3.2.4 Any pattern of irresponsible behavior including, but not limited to, unreasonable driving records as revealed on DMV Reports or poor employment records.
 - 3.2.5 Any conduct that would preclude the employee from receiving a bond.

4.0 CONTRACTOR RESPONSIBILITIES

- 4.1 Contractor(s) shall provide security services North Region as specified:

NORTH REGION

- 4.1.1 William S. Hart Regional Park and Museum
24151 North San Fernando Road, Newhall, CA 91321
 - 4.1.6 Tesoro del Valle
29350 Avenida Rancho Tesoro, Valencia, CA 91354
 - 4.1.7 Placerita Canyon Park
19152 Placerita Canyon Road
Newhall, CA 91321
- 4.2 Contractor shall be responsible for tracking approved service hours as identified in Pricing and Billing Schedule and Performance Frequencies, to ensure service hours are not beyond the approved hours.
- 4.3 Contractor shall ensure that all posts are filled according to County's staffing plan, unless County gives a written modification of a change. Contractor shall be liable for all directly related and associated costs, should County or another contractor be required to fill the open post that Contractor is responsible for staffing.

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- 4.4 Open Post without County's prior approval will be viewed by County as a serious breach of performance and may subject to Remedies and Liquidated Damages.
 - 4.5 Facilities covered and the number of hours may be increased or reduced during the contract period by the County Contract Manager. Any additional work requested by the County Contract Manager will be provided to the County at the same rates outlined in the Pricing and Billing Schedule and Performance Frequencies. As an example, it may become necessary during the life of this Contract to temporarily provide additional armed or unarmed security guards at other Parks and Recreation facilities.
 - 4.6 All changes in services shall have the approval of the County's Contract Manager prior to deployment of added services. County shall contact Contractor either by phone call or written notice via email when possible three to five business days prior to coverage.
 - 4.7 Contractor shall be required to provide written confirmation of the added Post Coverage within 24 hours, but no more than three (3) days of receipt of such order. Cost for security guards shall be according to the Pricing and Billing Schedule and Performance Frequencies. Prior to services, the County Contract Manager will prepare a Change Notice in accordance with the Agreement.
 - 4.8 Contractor shall be responsible for parking fees for its employees, if applicable.

5.0 CONTRACTOR – FURNISHED ITEMS

- 5.1 Contractor shall ensure that all equipment provided by Contractor shall at all times be kept clean, well maintained and up to manufacturer standards. Contractor shall provide regular maintenance, repair or replacement for equipment caused by reasonable wear and tear.
- 5.2 **Uniforms**. The Contractor shall at its expense ensure that all on-duty security guards wear complete County-approved uniforms. Prior to start of contract, Contractor shall obtain approval by Director for said uniforms. Said uniforms will consist of the following items, unless an exception is requested by County or due to facility requirements:
 - 5.2.1 Trousers.
 - 5.2.2 Shirt/Blouse.
 - 5.2.3 Belt – solid black [smooth or basket-weave].
 - 5.2.4 Tie – solid black [on request].
 - 5.2.5 Tie bar.
 - 5.2.6 Socks – solid black.

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- 5.2.7 Shoes – solid black, leather, military-type.
 - 5.2.8 Shoulder patches, as required by Assembly Bill 1582, on both arms of uniform.
 - 5.2.9 Rain gear (as needed).
 - 5.2.10 Photo ID badges.
 - 5.2.11 Jacket, as appropriate to weather conditions.
- 5.3 **Equipment.** All Security guards shall be equipped with the following items:
- 5.3.1 Sam/Sally Browne Belt, Handcuff Case.
 - 5.3.2 Four (4) Keepers.
 - 5.3.3 Key Snap.
 - 5.3.4 One (1) heavy duty 3-cell Flashlight.
 - 5.3.5 One (1) set of Handcuffs plus female key.
 - 5.3.6 Badge.
 - 5.3.7 Side Handle Baton with Baton Ring.
- 5.4 **Armed Security Guard Equipment.**
- 5.4.1 Ammunition pouch designed to hold two (2) magazines or two (2) Speed Loaders.
 - 5.4.2 Leather thumb break, or break front holster, which specifically fits the issued or carried weapon.
 - 5.4.3 A revolver produced by Colt, Ruger, or Smith & Wesson, six (6) shot minimum, four-inch barrel, blue or stainless steel finish, double action, with a firing pin block, .38 Smith & Wesson Special or .357 magnum caliber only.
 - 5.4.4 A pistol, semi-automatic, produced by Beretta, Colt, H & K, or Smith & Wesson, minimum three and a half-inch barrel, blue or stainless steel finish, 9mm caliber only, incorporating the following safety features:
 - 5.4.4.1 Manual safety/decocking lever;
 - 5.4.4.2 Automatic firing pin safety block;
 - 5.4.4.3 Half-cock hammer position.
 - 5.4.5 The above listed firearms have been approved by the Los Angeles County Sheriff's Department as meeting their testing requirements for safety, performance, quality, and training procedures.
 - 5.4.6 Ammunition, for revolver, 18 rounds, .38 Smith & Wesson Special, 125 grain Jacketed or Semi-jacketed Hollow Point ammunition only.

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

- 5.4.7 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.
- 5.4.8 Armed security guards shall only carry a firearm for which they are currently licensed and qualified under the California Business and Professions Code Section 7596 – 7596.13. The firearm shall be listed on their firearms' card issued by Consumer Affairs.
- 5.4.9 Each armed security guard shall be required to qualify/re-qualify twice annually. Once during the first half of the year and once during the second half of the year.
- 5.4.10 Qualification slips shall be filed with their company of employment and be available for audit by personnel of the Department.
- 5.5 **Weapons List.** Contractor shall provide a Weapons List at start of contract with the name of the security guard and the make and serial number of each security guard's revolver or pistol. Contractor is responsible for providing updated Weapons List as changes occur. County will conduct random inspection to ensure compliances.
- 5.6 **Patrol Vehicle:**
- **William S. Hart Regional Park and Museum, Tesoro del Valle, and Placerita Canyon** - Contractor shall furnish, maintain, and operate a patrol vehicle. Patrol vehicle specification shall be a mid-sized sedan equipped with the minimum safety and security items:
 - 5.6.1 Spotlight with ½ mile illumination range
 - 5.6.2 Fire extinguisher and flares
 - 5.6.3 Emergency road repair equipment including jack and spare tire
 - 5.6.4 First aid kit
 - 5.6.5 Decals on the exterior right and left front door panels identifying the Contractor's name.
 - 5.6.6 Public Address (PA) System
 - 5.6.7 Light Bar

5.7 **Replacement of County Equipment**

- 5.7.1 Contractor assumes full responsibility for all equipment issued by the County to Contractor solely for performance of work contained herein.
- 5.7.2 Should Contractor's employees damage County property or equipment, County shall forward an invoice to Contractor for all repairs or replacement cost of any lost, stolen, or damaged County equipment assigned to Contractor's personnel along with a Contract Discrepancy Report (CDR).
- 5.7.3 Payment for equipment damaged is due to County within thirty (30) days of receipt of invoice. If payment is not received within thirty (30) days, County shall deduct replacement cost from Contractor's invoice for security guard services.
- 5.7.4 Contractor shall reimburse County, at current replacement rate, for all equipment that is lost, damaged, stolen, or becomes otherwise unavailable due to Contractor negligence.
- 5.7.5 Upon termination of the Agreement, all equipment shall be returned to County in good operating condition, less reasonable wear and tear.

5.8 **Additional Material Provided by Contractor**

- 5.8.1 Contractor shall provide all working materials necessary for the proper performance of the Agreement including such items as logs, required forms, and stationery. Contractor shall supply these materials at no cost to County.
- 5.8.2 Contractor shall provide portable two-way communication radios to all Contractor personnel for the purpose of maintaining communication with base station. Radios may be passed on to Contractor personnel at the change of a shift.

6.0 **SECURITY GUARD/LEAD SECURITY GUARD/SUPERVISOR TASKS**

- 6.1 **Mandatory Tasks** - Security guard shall perform the following tasks as outlined below:
 - 6.1.1 Security guard shall patrol buildings, parking lots and access areas for the purpose of protecting against vandalism, damage or theft of public and private property.

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- 6.1.2 Security guard shall sign in and out each day, on the County's Sign-In sheet.
 - 6.1.3 Security guard shall report to work on time and hold over on specified posts until relieved as required.
 - 6.1.4 Security guard shall wear photo I.D. while on duty.
 - 6.1.5 Security guard shall maintain a clean and professional appearance; be courteous to the public and County personnel at all times.
 - 6.1.6 Security guard shall lock/unlock gates and doors at designated times.
 - 6.1.7 Security guard shall raise and lower flags at designated hours.
 - 6.1.8 Security guard shall turn off/on lights at close/start of business.
 - 6.1.9 Security guard shall communicate effectively in English, both verbally and in writing with the public and County personnel; direct visitors to personnel or services within the facility.
 - 6.1.10 Security guard shall visually inspect persons for proper identification, and if required, maintain a sign in and out log.
 - 6.1.11 Security guard shall be familiar with the Department's Emergency Procedures for each post.
 - 6.1.12 Security guard shall keep an updated list of contacts to reports emergencies.
 - 6.1.13 Security guard shall detain person(s) suspected of damaging property, injuring others, and possession of stolen goods. He/she must exercise proper arrest techniques to avoid inappropriate touching or the use of force according to Bureau of Security and Investigative Services (BIS) Business and Professional Code Section 7583.7(a).
 - 6.1.14 Security guard shall maintain order and use good judgment and discretion in handling unruly or trespassing public.
 - 6.1.15 Security guard shall report all incidents of an emergency nature involving potential damage or injury to local law enforcement and the County Contract Manager with written reports to follow immediately. If the incident is of a non-emergency nature, the

written reports may be submitted at the end of the security guard's shift.

6.1.16 Security guard shall be knowledgeable of security procedures, alarm systems, electronic devices, on each assigned post.

6.1.17 Security guard shall be knowledgeable in the operation of assigned radios, including knowledge of all appropriate codes.

6.1.18 Security guard shall be knowledgeable of local jurisdiction and who to call when incidents occur.

6.1.19 Security guard shall be knowledgeable of and adhere to the "Office of Public Safety Regulations Regarding Weapons Safety", as outlined in Section 10 of this Exhibit B, Statement of Work.

6.1.20 Security guard shall be awake at all times during post coverage. Assessments will be made for reports of negligence of duty.

6.1.21 Security guard shall monitor and respond to the security alarm system at the facilities and document any action taken.

6.1.21.1 If the incident is of an emergency nature involving potential damage or potential injury, security guard shall contact 911, local law enforcement, Superintendent, and his/her immediate supervisor. Security guard shall remain and keep facility secure until appropriate County personnel reach the facility. Written reports regarding the incident shall also be submitted immediately to the County Contract Manager.

6.1.21.2 If the incident is of a non-emergency nature, the written reports should be completed at the end of the security guard's shift and submitted to the County Contract Manager by the next business day.

6.1.22 Security guards shall not use any County telephone except for the purpose of making or receiving calls to/from their supervisors, representatives of the County, and emergency situations.

6.1.23 Security guards shall present a business like demeanor at all times. Excessive socializing with the public or County employees during the security guard's working hours is to be discouraged.

6.1.24 Security guards shall not be allowed to sit in their personal vehicles during their assigned shift unless prior approval has been given by the Contract Manager.

6.1.25 Security guards shall not read, or use personal radios, compact disc players, tape players, cell phones, televisions, laptop computers or any handheld computer devices, etc., at their assigned posts at anytime.

6.1.26 Security guards shall not remove or borrow County materials or equipment or items owned by employees of the County. This includes heaters, fans, radios, food found in employee break-room refrigerators, etc.

6.2 **North Region - William Hart Facility Requirements**

6.2.1 In addition to 6.1 above, the security guard at William S. Hart Park and Museum shall be responsible for the following:

6.2.1.1 Security guard will meet with the Museum staff at the Museum or in the parking lot with the school buses one-half (½) hour before the Museum is scheduled to open.

6.2.2 Security guard's shift schedule will change twice per year based on the museum's hours.

6.2.3 During the winter hours, the security guard shall be responsible to check the campgrounds and picnic areas for any vandalism, graffiti, etc., prior to the opening of the Museum, and report any incidents back to the Superintendent.

6.2.4 During the summer hours, the security guard shall be responsible to check the campgrounds and picnic areas for any vandalism, graffiti, etc., after the museum tours are completed, and report any incidents back to the Superintendent of the facility.

6.2.5 Security guard will ensure the Museum staff or Park staff opens the Ranch House before proceeding to the Museum.

6.2.6 Security guard shall secure the inside of the Museum by ensuring all exhibit gates are closed prior to the start of tours.

6.2.7 Security guard shall follow each tour through the Museum. If there is more than one tour in the Museum, the security guard shall position him/herself between the tours.

6.2.8 Security guard shall remove any unruly patrons from the Museum at the request of the Museum staff or when he/she feels that the

patron(s) should be removed for the protection and general well-being of the artifacts and the facility.

6.2.9 Security guard shall patrol the Park grounds on a routine basis after the Museum tours are completed. While patrolling, security guard shall check on the Museum staff.

6.2.10 One-half (½) hour before closing time, the security guard shall make a public announcement to the patrons of the park that the park will be closing in one-half (½) hour. After the public announcement has been made, the security guard will proceed to the Senior Center and lock the Trail Gate near the buffalo pen.

6.2.11 After locking the Trail Gate, security guard shall check the campgrounds for authorized/permitted campers. If unauthorized/non-permitted campers are present, security guard shall identify himself/herself and shall ask them to leave the facility.

6.2.12 Security guard shall lock the Historical Society and the District Office Front Gates under the following circumstances:

6.2.12.1 If there are no authorized/permitted campers in the campgrounds and no Society members present.

6.2.12.2 If there are no authorized/permitted campers in the campgrounds and Society members are present, but have no key. Security guard shall identify himself/herself and let the member(s) know that he/she is leaving and will be locking the facility and they will be asked to leave the facility.

6.2.13 Security guard shall close, not lock, the Historical Society and the District Office Front Gates under the following circumstances:

6.2.13.1 If there are authorized/permitted campers in the campgrounds and no Society members present.

6.2.13.2 If there are authorized/permitted campers in the campgrounds and Society members are present, but have no key. Security guard shall identify himself/herself and let the member(s) know that he/she is leaving and will be closing the facility. Member(s) will be asked to leave the facility.

6.2.13.3 Security guard must notify Superintendent the status upon leaving his/her shift.

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- 6.2.14 If there are Society members present who have a key, they will be responsible for locking or closing the Historical Society and the District Office Front Gates. Security guard shall identify himself/herself and let the member(s) know that he/she is leaving and will be locking the other gates.
- 6.2.15 After locking or closing the Historical Society and the District Office Front Gates, security guard shall lock the Interim Gate between the District Office and the Hart Park facility.
- 6.2.16 After locking the Interim Gate, security guard shall lock the Exit Gate along Newhall Avenue. If there are any cars left in the parking lot, the security guard will locate the patron(s) and let him/her (them) know that the facility is closed and to please exit. If the security guard is unable to locate the patron(s), he/she shall notify the local law enforcement and provide them with a description of the vehicle and the license plate number. The security guard shall lock the Exit Gate.
- 6.2.17 After locking the Exit Gate, security guard shall lock the Main Gate on San Fernando Road once all the patrons have exited; at the end of shift.
- 6.2.18 Security guard shall contact 911 immediately if there are any emergencies or patron confrontations on the facility. In addition, guard must contact local law enforcement, and Superintendent.
- 6.2.19 Security guard shall immediately inform the Superintendent of any vandalism or incidents. Verbal notification shall be followed up with written report. If the incident is of a non-emergency nature, the written reports may be submitted at the end of the security guard's shift.

6.3 **North Region - Placerita Canyon Park & Tesoro Facility (Patrol Only)**

- 6.3.1 At sunrise and sunset, security guard shall patrol the following areas: Tesoro del Valle, and Placerita main office and Walker Ranch Trail.
- 6.3.2 Security guard must have a list of contacts and radio communication device for reporting purposes.
- 6.3.3 **At Sunrise** - security guard shall conduct vehicle patrol at Tesoro facility and Placerita Canyon to check for intruders, and

trespassers. Security guard shall conduct surveillance on the following locations:

6.3.3.1 **Tesoro del Valle** – survey for unauthorized vehicle(s) in parking area. Report unauthorized vehicle(s) to Superintendent immediately. Any persons found trespassing should be asked to leave. If the trespasser is uncooperative, Security Guard shall contact local law enforcement, and Superintendent.

6.3.3.2 Enter through the locked front gate and check the building for signs of vandalism, broken windows and locked doors. Any signs of vandalism must be reported to the Superintendent immediately. All emergency situations must be reported to 911 immediately.

6.3.3.3 **Placerita Canyon and Walker Ranch Trail** – unlock the front entrance trail gate and drive in the parking area to identify any signs of vandalism, trespassing, and illegal activities. Report all incidents to the Superintendent. Unauthorized vehicle(s) shall be reported to Superintendent immediately. Unauthorized individuals found in the parking area must be asked to leave. If the unauthorized individual is uncooperative, Security Guard shall contact local law enforcement, and Superintendent.

6.3.3.4 After routine check at Placerita main office parking lot, security guard shall drive east toward the Walker Ranch Trail approximately two (2) miles. Security Guard shall assure that the gate is locked. Any illegal activities must be reported to local law enforcement, and Superintendent. In an emergency situation, Security Guard must immediately call 911.

6.3.4 **At Sunset** - Security Guard will conduct a routine check of Tesoro del Valle, Placerita Canyon, and Walker Ranch Trail.

6.3.4.1 **Tesoro del Valle** – survey for unauthorized vehicle(s) parked in the front parking area. Report unauthorized vehicle(s) to Superintendent immediately. Secure all doors, windows, and gates. Any persons found trespassing should be asked to leave. Contact the local law enforcement and report the situation immediately to Superintendent.

6.3.4.2 **Placerita and Walker Ranch Trail** - Upon arriving at Placerita main office, Security Guard shall drive through

front gate and conduct a routine check for unauthorized vehicles and trespassers. Any illegal activities must report immediately to local law enforcement and Superintendent. After thorough surveillance, security guard shall lock the gate and drive east to Walking Ranch Trail for final routine check.

6.4 Supervisor and/or Lead Security Guard shall perform the following tasks once per week:

6.4.1 Inspection of all security personnel to ensure proper uniform, sobriety, and clear comprehension of Post Orders and emergency procedures.

6.4.2 Conducting on-site training, as necessary.

6.4.3 Issue radios, radio holders, and entrance keys (as appropriate) to all security guards.

6.4.4 Ensure rain gear is provided to all security guards posted outside in stormy weather.

6.4.5 Provide orientation and training for all newly assigned security guards to the facility. He/she may also be required to provide refresher and/or remedial training to security personnel as needed.

6.4.6 When necessary, Supervisor will act as a back-up for security guard until suitable replaced guard reports to post.

6.4.7 Maintain Sign-In Sheets, including:

6.3.7.1 Obtain County signature on all sign-in sheets.

6.3.7.2 Verify and obtain all security guards' signatures on shift and ensuring all hours worked are properly accounted for and ensure signatures are legible according to appropriate invoicing procedures.

6.3.7.3 Fax sign-in sheets to the appropriate personnel at corporate headquarters; maintain originals for proper invoicing procedures.

7.0 CONTRACTOR EMPLOYEE TRAINING PROGRAM

7.1 Contractor shall provide to County, prior to the Agreement start date, a Training Program, and refresher courses according to BSIS, Division 3, Section 7580 of the Business and Professions Code (B&P) for all

personnel, with names of employees, dates and a complete list of 1) Training Completed; and, 2) Training Schedule of future training needs.

7.2 Contractor shall provide training to its entire personnel providing services to County under this Agreement, whereby County can be assured that personnel are capable of assuming the responsibilities of their assignments.

7.3 Training shall focus on and relate directly to duties in the Statement of Work.

7.4 Contractor shall present to County, prior to the Agreement start date, a detailed plan of how training for supervisors and security guards shall be accomplished. This training program must meet the standards requirements prescribed by section 7581, 7583.6, and 7583.7 of the Business and Professions Code.

7.5 Contractor shall ensure that all firearms training complies with California Firearms Training Standards prescribed by the California Department of Consumer Affairs, Section 7583.5 of the Business and Professions Code prior to be assigned to armed posts.

7.6 New Personnel

Contractor shall conduct background check on new personnel prior to placement; provide all training to new personnel; and issue all related equipment, supplies, and uniforms as specified throughout Exhibit B, Statement of Work.

7.7 Pursuant to Business and Professions Code Section 7583.6 (b), Contractor's Employee Training Plan shall include:

7.7.1 Orientation/Duties and Function of Contractor Security Guards (2 hours Preliminary Training):

7.7.2 Training titled, "What is Security?"

7.7.3 Public Relations – Shall include intensive training in the area of courtesy, professionalism, and working well with culturally diverse populations, thereby ensuring that each security guard's demeanor and attitude is: a) civil; b) well-mannered; c) gracious; and d) polished when responding to County employees and the public.

7.7.4 Sexual Harassment Training – Per Government Code 12950.1 (AB 1825) Two (2) hours of classroom training regarding sexual harassment to all supervisory employees.

7.7.5 Maintenance and safe-guarding of uniform and equipment.

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- 7.7.6 Neat appearance.
 - 7.7.7 Role of Security guard (Security guards will respond and handle situation not merely observe and report).
 - 7.7.8 Note taking/Reporting.
 - 7.7.9 First Aid / CPR

7.8 Legal Powers and Limitations

- 7.8.1 Prevention versus apprehension
- 7.8.2 Use of force
- 7.8.3 Search and seizure
- 7.8.4 Arrest powers

7.9 Prevention/Protection

- 7.9.1 Patrolling
- 7.9.2 Checking for hazards
- 7.9.3 Access control
- 7.9.4 Interviewing techniques
- 7.9.5 County rules/regulations
- 7.9.6 Inspections
- 7.9.7 Safety

7.10 Enforcement

- 7.10.1 Techniques of searching
- 7.10.2 Handling juveniles
- 7.10.3 Handling mentally disturbed persons
- 7.10.4 Parking/traffic control
- 7.10.5 Observation/Description
- 7.10.6 Preservation of evidence
- 7.10.7 Criminal/Civil law
- 7.10.8 Crimes in progress
- 7.10.9 Unruly persons
- 7.10.10 Defensive tactics
- 7.10.11 Procedures for bomb threats
- 7.10.12 Procedures during fires, explosion, floods, demonstrations

7.11 Special Problems

- 7.11.1 Vandalism
- 7.11.2 Escort
- 7.11.3 Arson
- 7.11.4 Burglary
- 7.11.5 Robbery
- 7.11.6 Theft

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- 7.11.7 Loitering
 - 7.11.8 Drugs/Alcohol
 - 7.11.9 Sabotage
 - 7.11.10 Espionage
 - 7.11.11 Terrorism

7.12 General Emergency Services

- 7.12.1 Communications
- 7.13.2 Crowd Control
- 7.13.3 Fire control systems/Fire prevention
- 7.13.4 Safe security guarding County property
- 7.13.5 Law enforcement/Private security relationships
- 7.13.6 Responding to alarms

7.13 Contractor Training Reports

- 7.13.1 Contractor is responsible for ensuring that all courses of Contractor's security guards and supervisors successfully pass each Training Block with a minimum score of seventy-five percent (75%) to be eligible to work (be assigned to a County Facility). Contractor shall provide a Training Report of Training Block, prior to contract start.
- 7.13.2 County has the right to audit Contractor's training classes at County's discretion. Contractor shall make available all training records upon request.
- 7.13.3 Contractor shall provide a Quarterly in-service intensive training to all assigned security personnel in the area of Public Relations, Section 7.7.3 of the Statement of Work. Such training shall ensure that the Contractor's provision of security services are representative of promoting a positive reputation of the County of Los Angeles, in County's relationship with the public it serves.
- 7.13.4 Contractor shall be monetarily assessed for any security personnel who exhibits any rude behavior/demeanor or uses any offensive language while assigned to a post at any County facility.

7.14 Employment/Training File

- 7.14.1 Contractor shall be responsible for maintaining the Employment/Training File for each employee assigned to a County facility. The training file shall serve as a source to maintain all copies of required certifications, training records and training

completion dates, and a biography of each employee. All files must include the following items:

- 7.14.2 Background Investigation Clearance Form with current Polaroid photo
- 7.14.3 Copy of Consumer Credit Report
- 7.14.4 Copy of high school diploma or GED
- 7.14.5 Copy of current State of California Security Guard Registration Card
- 7.14.6 Copy of current State of California Firearms Qualification Card (armed security guards only)
- 7.14.7 Copy of P.O.S.T. Certification in Baton Training
- 7.14.8 Copy of current CPR/First Aid Certificate
- 7.14.9 Copy of Valid California class "C" Drivers License
- 7.14.10 Copy of Radio Communication Certification
- 7.14.11 Copy of Social Security Card
- 7.14.12 Copy of Medical Drug Test Record (pass/fail)

7.15 Contractor's Monitor System for Training File

- 7.15.1 Contractor shall monitor employee's expiration dates for all required certifications and required training and ensure all training and required certifications are kept current.
- 7.15.2 Contractor shall be assessed a Monetary Assessment by the County as shown on the Performance Requirement Summary for failure to comply with any segment of this Section 7.0

8.0 CONTRACTOR'S ANNUAL PHYSICAL EXAMS AND REQUIREMENTS

- 8.1 Contractor supervisors and security guards must be in good general health without physical limitations or abnormalities, which would interfere with the performance of required duties.
- 8.2 All employees to be hired by Contractor for assignment to County facilities under this Agreement must undergo a physical examination at

Contractor's own expense before commencing services and annually thereafter.

- 8.3 Medical records shall be available for review upon the request of the County's Contract Manager.

9.0 CONTRACTOR'S REQUIREMENTS FOR OBSERVANCE OF REGULATIONS

The Contractor and Contractor's personnel are required to follow all Federal, State and local laws that apply to providing security services under this Agreement, and all laws affecting arrest as set forth in Sections 834 and 837 of the California Penal Code. Additional laws include, but are not limited to, the licensing of personnel. Further, Contractor shall ensure that all designated armed security guards are properly qualified to possess a firearm pursuant to the California Business and Professions Code Section 7596 – 7596.13.

10.0 OFFICE OF PUBLIC SAFETY REGULATIONS REGARDING WEAPON SAFETY

- 10.1 The Contractor shall observe the following safeguards regarding the use of firearms and batons at any and all County work sites and/or facilities.

10.1.1 At no time will weapons,, firearms and batons, including Sam/Sally Browne belt and ammunition be stored at County facilities where security services are being provided.

10.1.2 At no time are the Sam/Sally Browne belt, firearm, baton or ammunition to be removed from the person of the security guard or left unattended at any County site unless under extreme emergency or in a life threatening situation.

10.1.3 Firearms and batons are not to be utilized as a measure of threat or intimidation, but in a life threatening or emergency situation only.

10.1.4 Firearms are not to be removed and cleaned at any County facility at any time.

10.1.5 Unauthorized weapons, holsters, and ammunition are specifically prohibited at all County facilities.

10.1.6 Loss, theft or misuse of any equipment must be reported immediately to the County's Contract Manager.

10.1.7 Accidental discharge of a firearm by the contract security guard will require immediate removal of the security guard and a monetary assessment.

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

11.0 COUNTY FORMS TO BE USED BY CONTRACTOR

11.1 The following is a list of forms or logs that are applicable to the requirements for implementation of the Statement of Work and will be provided to the Contractor by County's Contract Manager upon award of Contract:

11.1.1 County Equipment Damage and Loss Liability Form

11.1.2 Statement of Loss of County Security Equipment

11.1.3 Incident Report

11.1.4 Daily Sign In/Out Log

11.1.5 Living Wage Compliance Forms

11.2 Contractor shall provide all Contractor forms, sample of invoices, time sheets or any contract related form to County for review and approval, prior to start of contract.

11.3 Contractor may substitute its company's forms for County's forms; however, County's Contract Manager shall approve the substitute forms prior to use.

12.0 CONTRACTOR'S QUALITY CONTROL PLAN

12.1 Contractor shall ensure the requirements of the Contract are met. The Contractor's Quality Control Plan is separate from the Performance Requirement Summary or any other inspection programs in the Agreement.

12.2 Contractor's supervisor or Quality Control personnel, not the security guards actually performing the security services, shall conduct this program. A copy of the Contractor's Quality Control Plan must be provided to County's Contract Manager prior to the start of the Agreement.

12.3 Contractor shall provide to County all changes to Contractor's Quality Control Plan as changes occur.

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

12.4.1 Monitoring system covering all tasks and services listed in the Statement of Work and the Agreement which specifies a method for

identifying and preventing deficiencies in the quality of services, performed before the level of performance becomes unacceptable.

12.4.2 A monitoring system covering all employee certifications and training files listed in the Statement of Work and Performance Requirements Summary.

12.4.3 A file of all inspections conducted by contractor and, if necessary, the corrective action taken. This documentation shall be made available as requested by the County during the term of this Contract.

12.4.4 The methods for continuing assured service to the County in the event of a strike of Contractor's employees.

13.0 COUNTY'S CONTRACT MANAGER

13.1 County's Contract Manager is the only person authorized by Parks and Recreation to request work of the contractor. The Contract Manager will be supported by an on-site Assistant Contract Manager at each field facility. From time to time, Parks and Recreation may change Contract Manager and/or Assistant Contract Manager. The Contractor will be notified in writing when there is a change in the Contract Manager and/or Assistant Contract Manager.

13.2 County Contract Manager shall perform the following duties:

13.2.1 Review Living Wage Program requirements, monthly reports and medical coverage certifications, if applicable, to ensure compliance.

13.2.2 Perform monthly inspections covering all assigned tasks, review results of action taken as a result of contract discrepancy report, and perform on-site inspections and other necessary functions.

13.2.3 Monitor condition of security guard equipment and, if found defective or inadequate, shall prepare a Contract Discrepancy Report.

13.2.4 Evaluate Contractor's performance under the Agreement, using the Statement of Work, Performance Requirements Summary and/or such procedures as may be necessary to ascertain Contractor's compliance with the Agreement.

13.2.5 County's Contract Manager reserves the right to schedule meetings, if Contractor's performance does not meet an acceptable quality level. An acceptable quality level will be determined by, but

not be limited to, the Contractor adhering to the Agreement requirements and the Statement of Work.

14.0 ASSESSMENTS FOR NON-PERFORMANCE

- 14.1 County will closely monitor all aspects of the Agreement and Contractor's performance and when necessary make assessment for Non-Performance as a means to remedy or correct the problem as County perceives appropriate.
- 14.2 County will use a Contract Discrepancy Report Form, which is the method used to make assessments for each incident of Contractor's Non-Performance with the Contract requirements in the Statement of Work and Performance Requirements Summary.
- 14.3 The Director or designee shall determine whether a formal Contract Discrepancy Report must be issued and/or shall have the discretion to impose a monetary assessment against Contractor for formal Contract Discrepancy Reports issued to Contractor when non-compliance or poor performance is identified.
- 14.4 Upon receipt of Contract Discrepancy Report, Contractor shall resolve the problem immediately when possible, but resolution of the problem shall not exceed two (2) business days unless otherwise specified in the Contract Discrepancy Report.
- 14.5 Contractor shall present a written program or solution for immediate correction of all failures of performance identified in the Contract Discrepancy Report that meets County's Contract Manager's expectations and all requirements set forth in the Agreement.
- 14.6 The Director or designee may waive monetary assessments should he/she determine that an assessment is unjustified.
- 14.7 Monetary assessments that are imposed on Contractor for documented contract discrepancies shall double the initial amount in the event the same contract discrepancy occurs a second or subsequent time within forty-five (45) days of the previous discrepancy.
- 14.8 County's Contract Manager shall determine any monetary assessment to be imposed upon Contractor based upon, but not limited to, factors such as:
 - 14.8.1 Seriousness of contract deficiency.
 - 14.8.2 Number of occurrences for the same problem.

14.8.3 Type of problems or deficiencies previously recorded.

14.8.4 Monetary damage to County caused by Contractor's failure to perform in the specific incident being reported.

15.0 COUNTY FURNISHED ITEMS

15.1 County will furnish space, telephone and the use of other necessary equipment to perform various security guard related tasks.

15.2 Facility – In the event Contractor's staff damages a County facility by reason of abuse or carelessness, as determined by County, Contractor shall repair any and all damages to facility to the satisfaction of County. In the event Contractor does not repair damages to the facility, County will do so and charge Contractor for all expenses.

15.4 In the event that the Contractor may be assigned keys to the various facilities:

15.4.1 Contractor shall be responsible for the series of keys assigned to them.

15.4.2 The Contractor will be held responsible for the proper use and safe keeping of all keys issued by the County to the Contractor.

15.4.3 Contractor shall report all lost or stolen keys to the Director within twenty-four (24) hours of discovery of the loss. Contractor shall reimburse the County for the cost as determined by the Director, of rekeying the facility or duplicating additional keys.

15.4.4 Upon termination, cancellation, or expiration of this Agreement all keys received by the Contractor shall be returned to the Director.

15.4.5 California law stipulates that it is unlawful for a person to duplicate any key without the permission by the owner. The penalty for violation of this law is either six (6) months imprisonment or a Five Hundred Dollar (\$500) fine or both.

16.0 COUNTY'S RESPONSIBILITIES

16.1 The County will administer this Statement of Work according to the Agreement. Specific duties performed by the County will include:

16.1.1 Monitoring the Contractor's performance in the daily operation of this Agreement.

16.1.2 Providing direction to the Contractor in areas relating to policy, information, procedural requirements, weapon safety and training requirements.

16.1.3 Preparing Change Notices and Amendments in accordance with the Agreement.

16.2 County may direct Contractor to replace any employee, when found necessary or in the best interest of the County. Contractor shall remove the employee from his/her post or assignment. Contractor shall not reassign this employee to any County facility listed in the Agreement without authorization from the County's Contract Manager or appointed designee. No written or verbal explanation for removal shall be required or supplied by County. Contractor shall schedule replacement of that employee within two (2) hours of notification.

17.0 PERFORMANCE REQUIREMENTS SUMMARY

17.1 The Performance Requirements Summary (PRS) chart, Exhibit B-1, is a listing of required services that will be monitored by the County during the term of this Contract. This Exhibit is an important monitoring tool for the County. The chart should:

17.1.1 Reference section of the Agreement and/or Exhibit B, Statement of Work.

17.1.2 List the required services.

17.1.3 Indicate method of monitoring.

17.1.4 Indicate the deductions/fees to be assessed for each service that is not satisfactory.

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

-
- 17.3 When the Contractor's performance does not conform to the requirements of this Agreement, the County will have the option to apply any or all of the following non-performance remedies:
- 17.3.1 Require Contractor to implement a formal Corrective Action Plan, subject to approval by the County. In the plan, the Contractor must include reasons for the unacceptable performance, specific steps to return performance to an acceptable level, and monitoring methods to prevent recurrence.
 - 17.3.2 Reduce payment to Contractor by a computed amount based on the Monetary Assessment(s) in the PRS.
 - 17.3.3 Reduce, suspend or cancel this Agreement for systematic, deliberate misrepresentations or unacceptable levels of performance.
- 17.4 Failure of the Contractor to comply with or satisfy the request(s) for improvement of performance or to perform the neglected work specified within ten (10) calendar days shall constitute authorization for the County to have the service(s) performed by others. The entire cost of such work performed by others as a consequence of the Contractor's failure to perform said service(s), as determined by the County, shall be credited to the County on the Contractor's future invoice.
- 17.5 This section does not preclude the County's right to terminate the Agreement upon ten (10) days written notice with or without cause shall be considered "Termination for Default" of the Contractor.

Exhibit B-1

PERFORMANCE REQUIREMENTS SUMMARY (PRS) MONITORING TASKS FOR ARMED AND UNARMED SECURITY GUARDS FOR NORTH REGION

PERFORMANCE REFERENCE			
Statement of Work Sub-Section	Service	Method of Monitoring	Monetary Assessment
2.2.1	Contractor shall maintain Back-up staff to replace security guards.	Inspection & Observation	\$100 per occurrence
2.2.2	Security Guards shall report absences the day before planned absence or within 1 hr of reporting time.	Inspection & Observation	\$100 per occurrence
2.2.3	Contractor to provide backup within 2 hrs or less of absent guard reporting time.	Inspection & Observation	\$200 per occurrence
4.4	Contractor shall comply with Open Post provision.	Inspection & Observation	\$100 per day
5.8.2	Contractor shall provide radios requested by Parks & Recreation.	Inspection & Observation	\$100 per occurrence
5.2	Contractor to provide uniforms as specified.	Inspection & Observation	\$100 per occurrence
5.3	Contractor shall provide equipment as specified.	Inspection & Observation	\$100 per occurrence
5.4	Contractor shall provide the necessary firearms as specified.	Inspection & Observation	\$100 per occurrence
5.4.8, 5.4.9, and 5.4.10	Contractor shall ensure that armed guards qualify/re-qualify twice annually and Qualification slips are available for inspection.	Inspection & Observation	\$100 per occurrence.
5.5	Contractor shall maintain Weapons List and make available to Parks & Recreation.	Inspection & Observation	\$100 per occurrence.
6.0	Contractor shall ensure all guard tasks are performed and monitored and included in post orders.	Inspection & Observation	\$100 per occurrence

Exhibit B-1

PERFORMANCE REQUIREMENTS SUMMARY (PRS) MONITORING TASKS FOR ARMED AND UNARMED SECURITY GUARDS FOR NORTH REGION

PERFORMANCE REFERENCE			
Statement of Work Sub-Section	Service	Method of Monitoring	Monetary Assessment
7.0	Contractor shall provide prior to contract start Training Plan & Training updates.	Inspection & Observation	\$100 per occurrence
7.5	Contractor shall comply with California's Firearm Training Standards.	Inspection & Observation	\$200 per occurrence
7.6	Contractor shall ensure New Personnel meet all requirements as specified, <i>prior to placement</i> .	Inspection & Observation	\$100 per occurrence
7.13.4	Contractor shall ensure employees are not rude or use offensive language.	Inspection, Complaints & Observation	\$150 per occurrence
7.14	Contractor shall ensure Training Files are current and in compliance with requirements.	Inspection & Observation	\$100 per occurrence
7.15	Contractor shall monitor all certifications and training requirements.	Inspection & Observation	\$100 per occurrence
10.1.7	Contractor shall <u>immediately</u> remove any guard who accidentally discharges firearm.	Inspection & Observation	\$2,000 per occurrence
15.4.3	Contractor shall report loss/stolen County keys within 24 hours.	Inspection & Observation	\$100 per occurrence

DPR NORTH REGION SAMPLE STAFFING PLAN

COMPANY NAME: AKAL SECURITY, INC
 COMPANY ADDRESS: 12145 Mora Drive Ste 4 Santa Fe Springs CA 90670
 PROJECT: RFP
 DEPARTMENT NAME: LA COUNTY PARKS AND RECREATION

FACILITY OR LOCATION	EMPLOYEE NAME	POSITION TITLE	UTILITY/ROVER(S) (Back-up)	WORK SCHEDULE	HOURS WORKED PER DAY	FULL TIME/ PART TIME	HOURLY RATE	HEALTH INS. YES/NO	MON. HRS	TUES HRS	WEDS HRS	THURS HRS	FRI HRS	SAT HRS	SUN HRS	TOTAL HRS	NON-CNTY TOTAL HRS	HIRE DATE	TERMINATION DATE
DPR - William S Hart Regional 24151 N. San Fernando Road Newhall, CA 91321		OFFICER 1		1000-1800	8	FULL TIME	\$12.50	NO	CLOSED	CLOSED		8		8		8			
DPR - Tesoro Del Valle 29350 Avenida Rancho Tesoro Valencia, CA		SUPERVISOR 1		SUNRISE	8	FULL TIME	\$ 15.32	NO	0.5	0.5	0.5	0.5	0.5	0.5	0.5	3.5	36.5		
		SUPERVISOR 2		SUNSET	8	FULL TIME	\$ 15.32	NO	0.5	0.5	0.5	0.5	0.5	0.5	0.5	3.5	36.5		
DPR - Piacarita Canyon Park 19152 Piacarita Canyon Rd. Newhall, CA		SUPERVISOR 1		SUNRISE	8	FULL TIME	\$ 15.32	NO	0.5	0.5	0.5	0.5	0.5	0.5	0.5	3.5			
		SUPERVISOR 2		SUNSET	8	FULL TIME	\$ 15.32	NO	0.5	0.5	0.5	0.5	0.5	0.5	0.5	3.5			

EXHIBIT C

STATE OF CALIFORNIA

Arnold Schwarzenegger, Governor

DEPARTMENT OF INDUSTRIAL RELATIONS
Division of Labor Statistics and Research
455 Golden Gate Avenue, 9th Floor
San Francisco, CA 94102

MAILING ADDRESS:
P. O. Box 420603
San Francisco, CA 94142-0603



December 22, 2006

**IMPORTANT NOTICE
TO AWARDING BODIES AND INTERESTED PARTIES
REGARDING
THE PREVAILING WAGE RATES BELOW THE CALIFORNIA MINIMUM WAGE**

In accordance with Labor Code Sections 1770, 1773, and 1773.1, the Director of the Department of Industrial Relations is responsible for determining the prevailing wage rates for each worker employed on public works projects of more than \$1,000.

Effective on January 1, 2007, the minimum wage in California will increase to seven dollars and fifty cents (\$7.50) per hour. Effective on January 1, 2008, the minimum wage in California will increase to eight dollars (\$8.00) per hour. The Director's prevailing wage determinations shall not be below the California minimum wage. Each employer is required to pay at least the California minimum wage for the basic hourly rate in all cases where the published prevailing wage rate is below the California minimum wage. Any and all employer payments required by these determinations must also be paid.

If the California minimum wage is increased in the future to an amount above that shown in a prevailing wage determination, the basic hourly rate in that determination automatically increases to the new minimum wage.

EXHIBIT D

PROPOSER'S EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

Proposer's Name Akal Security, Inc

Business Address 12145 Mora Drive Ste 4 Santa Fe Springs CA 90606

Internal Revenue Service Employer Identification Number 85-0279473

GENERAL

In accordance with *Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000e through 2000e-17, Section 504 of the Rehabilitation Act of 1975, the Food Stamp Act of 1977, the Welfare and Institutions Code Section 1000, Americans with Disability Act of 1990, California Department of Social Services Manual of Policies and Procedures Division 21, the Contractor, supplier, or vendor certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, creed, color, national origin, political affiliation, marital status, age, disability, or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.*

PROPOSER'S CERTIFICATION

- | | <u>Check One</u> |
|--|--|
| 1. The Proposer has a written policy statement prohibiting discrimination in all phases of employment. | <input checked="" type="checkbox"/> Yes [] No |
| 2. The Proposer periodically conducts a self analysis or utilization analysis of its work force. | <input checked="" type="checkbox"/> Yes [] No |
| 3. The Proposer has a system for determining if its employment practices are discriminatory against protected groups. | <input checked="" type="checkbox"/> Yes [] No |
| 4. Where problem areas are identified in employment practices, the Proposer has a system for taking reasonable corrective action which includes the establishment of goals and timetables. | <input checked="" type="checkbox"/> Yes [] No |

Name (please print or type) GARY P. HAWKETT

Title of Signer (please print or type) DIRECTOR, NATIONAL DIVISION

Signature [Handwritten Signature] Date 08/28/07

I, _____, the undersigned, am the
(Name – print)

_____ with the authority to act for and on behalf of
(Position in business)

_____, certify under penalty of perjury
(Name of business and/or contractor)

that the records or copies thereof submitted and consisting of _____
(Description, number of pages)

are the originals or true, full, and correct copies of the originals which depict the payroll record(s)
of the actual disbursements by way of cash, check, or whatever form to the individual or
individuals named.

Date: _____

Signature: _____

A public entity may require a stricter and/or more extensive form of certification.

EXHIBIT F

NORTH REGION AKAL'S QUALITY CONTROL PLAN

ASSURING EXCEPTIONAL SERVICES

Akal's Quality Assurance Program

Client satisfaction and continual improvement are at the foundation of Akal's Quality Assurance (QA) program. We regularly measure our performance through self-audits, track every contract objective, and promptly implement improvements to enhance performance. Our QA program ensures that we deliver *exceptional* service to the LAC DPR North Region

Akal will ensure that every contract requirement is fulfilled, at every level, from security officer, supervisor, and local management to Akal regional and corporate management, everyone will be responsible for providing the highest quality service. Inspection and survey results will be available for review by LAC DPR North Region. Akal's Contract Manager and Branch Manager, with support from the Regional and Division Managers, will be responsible for ensuring Akal's compliance with the QA Plan.

Overview of the QA Plan

Our effective QA controls combine regular field inspections with comprehensive summary reports to closely measure our contract performance. The Contract Manager will implement appropriate adjustments, as needed, to ensure a quality security operation and ongoing improvements.

The Akal QA Plan utilizes a three-tiered approach to ensure thorough inspections and audits:

- **Tier 1.** Daily and weekly inspections conducted by Supervisors and the Contract Manager
- **Tier 2.** Monthly, semiannual, and unannounced inspections and audits conducted by the Contract Manager and the Branch Manager
- **Tier 3.** Annual performance audits conducted by the Regional Manager and Division Director

Akal's three-tiered QA Plan structures audits and inspections for regularity and thoroughness, adding value for the LAC DPR North Region. Multiple performance audits assure the LAC DPR North Region that deficiencies will be found and promptly corrected, and that opportunities for improvement are identified and acted upon.

Contract Compliance Matrix Program

Akal's **Contract Compliance Matrix (CCM) Program** utilizes our contract requirements and Human Resources database of employees to ensure the LAC DPR North Region that each contract requirement is delivered on time and as required. Our CCM tracks the status of every officer and supervisor and each contract requirement, with monthly reports sent to our corporate headquarters. Field reports are verified with corporate audits.

Akal's CCM tracks essential contract requirements:

- Meeting staffing requirements
- Reporting and incident response
- Client satisfaction and feedback
- Vital employee information
- Anniversary dates
- Compensation
- Training records.
- Annual requalification
- State license board registration
- Medical exams and drug screen dates

Akal's CCM will be customized for the LAC DPR North Region immediately upon notice of contract award.

QA Inspections

QA Inspections will be conducted at all posts at least once per shift. Follow-up inspections—announced or unannounced—will be conducted as necessary.

In addition to the QA inspections, the Contract Manager and Branch Manager will conduct surveys and interviews of DPR Park Facilities representatives and Akal employees.

QA Inspection Forms

- Certifications, I.D. Cards, Licenses, Permits, and Qualifications Checklist
- Officer Performance Checklist
- Post Inspection Checklist
- Supervisor Performance Checklist
- Quality Assurance Inspection Report

QA Audit and Survey Forms

- Customer Satisfaction Interview Survey
- Security Officer Survey

Response to Superior Performance

Rewards for Security Officers

Employee recognition is an important motivating force and essential to the retention of guards. Superior performance is recognized in several ways:

- Letters of commendation
- Award certificates and plaques
- Monetary awards
- “Officer of the Month” awards
- On-the-spot awards
- Recognition in the *Akal Newsline*
- Promotion opportunities

Disciplinary Program

Performance problems require timely corrective action to maintain quality services. Akal addresses personnel problems or misconduct promptly and effectively and will implement contingency plans and reserve personnel, as necessary, to maintain full staffing and complete security coverage at all times. With more than 10,000 officers working for Akal, we have extensive experience in effectively and rapidly resolving employee performance issues.

Disciplinary Philosophy

Akal’s disciplinary philosophy is progressive and fair, and based on a commitment to take timely corrective action.

When personnel problems arise, Akal’s philosophy is to discuss the situation with the officer, clarify the problem, and set a clear course of action to resolve the problem. The supervisor will work with the employee to resolve the issue. The course of action will include a specific time frame for correcting the situation. The supervisor and operations manager will closely monitor the situation and take further action, if the problem is not corrected.

Disciplinary Policy: Seven Key Principles

Akal’s disciplinary policy is based on the following seven key principles:

1. Enforce a strict policy of zero tolerance for violations of Performance Standards and compromises of standards and protocol.
2. Establish serious and fair consequences for violations.
3. Ensure that all employees know in advance the rules and procedures that will be followed.
4. Prevent hasty, reactive, or personally biased disciplinary actions or discrimination of any kind.

5. Allow employees to explain their actions and respond to evidence of misconduct before any permanent disciplinary action is implemented.
6. Administer fair, reasonable, and well-documented actions that will hold up under employee appeal, union grievance, or legal challenge to Akal or our client.
7. Prevent any “spill-over” claims or actions against our client.

Disciplinary Process

Akal disciplines officers for misconduct swiftly and fairly:

- Our disciplinary process is clear and progressive, with consistent actions and the flexibility to consider unique circumstances.
- The employee’s statements and perspective are always heard, formally noted, and objectively considered before action is taken.
- In more serious cases of misconduct, Akal performs a full investigation before an action is finalized.
- In every action, including dismissal, an appeals process is available to Akal’s Director of Human Resources.

Disciplinary actions, including termination, are serious matters in today’s legal environment and must be considered carefully to avoid creating unnecessary problems for Akal or for our client. Akal’s disciplinary process is strict and fair and yields excellent results for Akal and for our clients.

Disciplinary Actions

Akal administers progressive disciplinary action, as necessary, using the level of action that is appropriate for the given misconduct:

1. Verbal reprimand and warning
2. Written reprimand and warning signed by the employee
3. Suspension without pay for a period of one to ten work days
4. Termination

Every disciplinary action is accurately documented, fully explained to the employee, and filed. Akal will keep LAC DPR North Region informed of any serious disciplinary actions.

PLANNING A SMOOTH TRANSITION

Seamless Phase-in of Services

Akal is prepared and committed to providing high-quality services from the first day of contract performance. We have a successful track record in achieving a smooth and seamless phase-in of services for dozens of security programs while maintaining operational continuity, even on short notice. Our Transition Plan incorporates each element of the contract requirements into a comprehensive checklist of inspections and activities. The first and most important step in the process is to confirm our understanding of every instruction from LAC DPR North Region and the overall program objectives. We build this understanding into a detailed set of Post Orders, translating LAC DPR North Region objectives into the post-specific duties of our security officers.

Based on an estimate of contract assumption occurring 30 days from notice of award, all tasks necessary for start-up can readily be completed on this schedule; however, Akal's Transition Plan is flexible and can be compressed or lengthened to accommodate DPR Park Facilities.

Key Elements of Transition Plan

- Conduct on-site security assessment.
- Draft a proposed schedule and review with LAC DPR North Region.
- Conduct inspection of client-provided equipment and facilities.
- Order Akal-provided equipment and uniforms.
- Assign a Post Supervisor or Contract Manager.
- Interview and assess incumbent personnel.
- Recruit qualified new personnel.
- Implement a Post Training Program.
- Provide and test communications equipment.
- Draft Post Orders and review with LAC DPR North Region.
- Start-up Day

On start-up day, either Akal's Branch Manager or Operations Manager will be on post to coordinate with LAC DPR North Region and to confirm that our on-site personnel are trained and ready to proceed. Once service has commenced, Akal's quality control and field supervision programs become active, and the Branch Manager will have regular contact with LAC DPR North Region designated contact officer to confirm full satisfaction with Akal.



Department of the Treasury
Internal Revenue Service

Notice 1015

(Rev. December 2005)

Have You Told Your Employees About the Earned Income Credit (EIC)?

What Is the EIC?

The EIC is a refundable tax credit for certain workers.

Which Employees Must I Notify About the EIC?

You must notify each employee who worked for you at any time during the year and from whom you did not withhold income tax. However, you do not have to notify any employee who claimed exemption from withholding on Form W-4, Employee's Withholding Allowance Certificate.

Note. You are encouraged to notify each employee whose wages for 2005 are less than \$37,263 that he or she may be eligible for the EIC.

How and When Must I Notify My Employees?

You must give the employee one of the following:

- The IRS Form W-2, Wage and Tax Statement, which has the required information about the EIC on the back of Copy B.
- A substitute Form W-2 with the same EIC information on the back of the employee's copy that is on Copy B of the IRS Form W-2.
- Notice 797, Possible Federal Tax Refund Due to the Earned Income Credit (EIC).
- Your written statement with the same wording as Notice 797.

If you are required to give Form W-2 and do so on time, no further notice is necessary if the Form W-2 has the required information about the EIC on the back of the employee's copy. If a substitute Form W-2 is given on time but does not have the required information, you must notify the employee within 1 week of the date the substitute Form W-2 is given. If Form W-2 is required but is not given on time, you must give the employee Notice 797 or your written statement by the date Form W-2 is required to be given. If Form W-2 is not required, you must notify the employee by February 7, 2006.

You must hand the notice directly to the employee or send it by First-Class Mail to the employee's last known address. You will not meet the notification requirements by posting Notice 797 on an employee bulletin board or sending it through office mail. However, you may want to post the notice to help inform all employees of the EIC. You can get copies of the notice by calling 1-800-829-3676, or from the IRS website at www.irs.gov.

How Will My Employees Know If They Can Claim the EIC?

The basic requirements are covered in Notice 797. For more detailed information, the employee needs to see the 2005 instructions for Form 1040, 1040A, 1040EZ, or Pub. 596, Earned Income Credit (EIC).

How Do My Employees Claim the EIC?

Eligible employees claim the EIC on their 2005 tax return. Even employees who have no tax withheld from their pay or owe no tax can claim the EIC and get a refund, but they must file a tax return to do so. For example, if an employee has no tax withheld in 2005 and owes no tax but is eligible for a credit of \$799, he or she must file a 2005 tax return to get the \$799 refund.

How Do My Employees Get Advance EIC Payments?

Eligible employees who expect to have a qualifying child for 2006 can get part of the credit with their pay during the year by giving you a completed Form W-5, Earned Income Credit Advance Payment Certificate. You must include advance EIC payments with wages paid to these employees, but the payments are not wages and are not subject to payroll taxes. Generally, the payments are made from withheld income, social security, and Medicare taxes. For details, see Pub. 15 (Circular E), Employer's Tax Guide.

Notice **1015** (Rev. 12-2005)
Cat. No. 205991



EXHIBIT H
Title 2 Administration
Chapter 2.203 Contractor Employee Jury Service

2.203.010 Findings.

The board of supervisors makes the following findings. The county of Los Angeles allows its permanent, full-time employees unlimited jury service at their regular pay. Unfortunately, many businesses do not offer or are reducing or even eliminating compensation to employees who serve on juries. This creates a potential financial hardship for employees who do not receive their pay when called to jury service, and those employees often seek to be excused from having to serve. Although changes in the court rules make it more difficult to excuse a potential juror on grounds of financial hardship, potential jurors continue to be excused on this basis, especially from longer trials. This reduces the number of potential jurors and increases the burden on those employers, such as the county of Los Angeles, who pay their permanent, full-time employees while on juror duty. For these reasons, the county of Los Angeles has determined that it is appropriate to require that the businesses with which the county contracts possess reasonable jury service policies. (Ord. 2002-0015 § 1 (part), 2002)

2.203.020 Definitions.

The following definitions shall be applicable to this chapter:

A. "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 such contracts or subcontracts.

B. "Employee" means any California resident who is a full-time employee of a contractor under the laws of California.

C. "Contract" means any agreement to provide goods to, or perform services for or on behalf of, the county but does not include:

1. A contract where the board finds that special circumstances exist that justify a waiver of the requirements of this chapter; or

2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor; or

3. A purchase made through a state or federal contract; or

4. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, or reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-3700 or a successor provision; or

5. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, Section 4.4.0 or a successor provision; or

6. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-2810 or a successor provision; or

7. A non-agreement purchase with a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section A-0300 or a successor provision; or

EXHIBIT H
Title 2 Administration
Chapter 2.203 Contractor Employee Jury Service

8. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section PP-1100 or a successor provision.

D. "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 chief administrative officer, or

2. The contractor has a long-standing practice that defines the lesser number of hours as full time.

E. "County" means the county of Los Angeles or any public entities for which the board of supervisors is the governing body. (Ord. 2002-0040 § 1, 2002: Ord. 2002-0015 § 1 (part), 2002)

2.203.030 Applicability.

This chapter shall apply to contractors who enter into contracts that commence after July 11, 2002. This chapter shall also apply to contractors with existing contracts which are extended into option years that commence after July 11, 2002. Contracts that commence after May 28, 2002, but before July 11, 2002, shall be subject to the provisions of this chapter only if the solicitations for such contracts stated that the chapter would be applicable. (Ord. 2002-0040 § 2, 2002: Ord. 2002-0015 § 1 (part), 2002)

2.203.040 Contractor Jury Service Policy.

A contractor shall have and adhere to a written policy that provides that its employees shall receive from the contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the contractor or that the contractor deduct from the employees' regular pay the fees received for jury service. (Ord. 2002-0015 § 1 (part), 2002)

2.203.050 Other Provisions.

A. Administration. The chief administrative officer shall be responsible for the administration of this chapter. The chief administrative officer may, with the advice of county counsel, issue interpretations of the provisions of this chapter and shall issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other county departments.

B. Compliance Certification. At the time of seeking a contract, a contractor shall certify to the county that it has and adheres to a policy consistent with this chapter or will have and adhere to such a policy prior to award of the contract. (Ord. 2002-0015 § 1 (part), 2002)

EXHIBIT H
Title 2 Administration
Chapter 2.203 Contractor Employee Jury Service

2.203.060 Enforcement and Remedies.

For a contractor's violation of any provision of this chapter, the county department head responsible for administering the contract may do one or more of the following:

1. Recommend to the board of supervisors the termination of the contract; and/or,
2. Pursuant to chapter 2.202, seek the debarment of the contractor. (Ord. 2002-0015 § 1 (part), 2002)

2.203.070 Exceptions.

A. Other Laws. This chapter shall not be interpreted or applied to any contractor or to any employee in a manner inconsistent with the laws of the United States or California.

B. Collective Bargaining Agreements. This chapter shall be superseded by a collective bargaining agreement that expressly so provides.

C. Small Business. This chapter shall not be applied to any contractor that meets all of the following:

1. Has ten or fewer employees during the contract period; and,
2. Has annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, are less than \$500,000; and,
3. Is not an affiliate or subsidiary of a business dominant in its field of operation.

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

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation. (Ord. 2002-0015 § 1 (part), 2002)

2.203.090 Severability.

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. 2002-0015 § 1 (part), 2002)

EXHIBIT I

Safely Surrendered



No shame. No blame. No names.

In Los Angeles County: 1-877-BABY SAFE • 1-877-222-9723

www.babysafela.org



EXHIBIT I

In Los Angeles County: 1 877 BABY SAFE 1 877 222 9723

www.babysafela.org

Safely Surrendered Baby Law

What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents or other persons, with lawful custody, which means anyone to whom the parent has given permission to confidentially surrender a baby. As long as the baby is three days (72 hours) of age or younger and has not been abused or neglected, the baby may be surrendered without fear of arrest or prosecution.

How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially, and safely surrender a baby within three days (72 hours) of birth. The baby must be handed to an employee at a hospital or fire station in Los Angeles County. As long as the baby shows no sign of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, staff will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent or other surrendering adult.

What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their baby within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

Can only a parent bring in the baby?

No. While in most cases a parent will bring in the baby, the Law allows other people to bring in the baby if they have lawful custody.

Does the parent or surrendering adult have to call before bringing in the baby?

No. A parent or surrendering adult can bring in a baby anytime, 24 hours a day, 7 days a week, as long as the parent or surrendering adult surrenders the baby to someone who works at the hospital or fire station.

Does the parent or surrendering adult have to tell anything to the people taking the baby?

No. However, hospital or fire station personnel will ask the surrendering party to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the baby. The questionnaire includes a stamped return envelope and can be sent in at a later time.

What happens to the baby?

The baby will be examined and given medical treatment. Upon release from the hospital, social workers immediately place the baby in a safe and loving home and begin the adoption process.

What happens to the parent or surrendering adult?

Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned, hurt or killed by their parents. You may have heard tragic stories of babies left in dumpsters or public bathrooms. Their parents may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had no one or nowhere to turn for help, they abandoned their babies. Abandoning a baby is illegal and places the baby in extreme danger. Too often, it results in the baby's death. The Safely Surrendered Baby Law prevents this tragedy from ever happening again in California.

A baby's story

Early in the morning on April 9, 2005, a healthy baby boy was safely surrendered to nurses at Harbor-UCLA Medical Center. The woman who brought the baby to the hospital identified herself as the baby's aunt and stated the baby's mother had asked her to bring the baby to the hospital on her behalf. The aunt was given a bracelet with a number matching the anklet placed on the baby; this would provide some identification in the event the mother changed her mind about surrendering the baby and wished to reclaim the baby in the 14-day period allowed by the Law. The aunt was also provided with a medical questionnaire and said she would have the mother complete and mail back in the stamped return envelope provided. The baby was examined by medical staff and pronounced healthy and full-term. He was placed with a loving family that had been approved to adopt him by the Department of Children and Family Services.



EXHIBIT I

Ley de Entrega de Bebés *Sin Peligro*



Los recién nacidos pueden ser entregados en forma segura al personal de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles

Sin pena. Sin culpa. Sin nombres.

En el Condado de Los Ángeles: 1-877-BABY SAFE • 1-877-222-9723

www.babysafela.org



EXHIBIT I

En el Condado de Los Ángeles: 1-877-BABY SAFE • 1-877-222-9723

www.babysafela.org

Ley de Entrega de Bebés Sin Peligro

¿Qué es la Ley de Entrega de Bebés sin Peligro?

La Ley de Entrega de Bebés sin Peligro de California permite la entrega confidencial de un recién nacido por parte de sus padres u otras personas con custodia legal, es decir cualquier persona a quien los padres le hayan dado permiso. Siempre que el bebé tenga tres días (72 horas) de vida o menos, y no haya sufrido abuso ni negligencia, pueden entregar al recién nacido sin temor de ser arrestados o procesados.

Cada recién nacido se merece la oportunidad de tener una vida saludable. Si alguien que usted conoce está pensando en abandonar a un recién nacido, infórmele que tiene otras opciones. Hasta tres días (72 horas) después del nacimiento, se puede entregar un recién nacido al personal de cualquier hospital o cuartel de bomberos del condado de Los Angeles.

¿Cómo funciona?

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura dentro de los tres días (72 horas) del nacimiento. El bebé debe ser entregado a un empleado de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazalete y el padre/madre o el adulto que lo entregue recibirá un brazalete igual.

¿Qué pasa si el padre/madre desea recuperar a su bebé?

Los padres que cambien de opinión pueden comenzar el proceso de reclamar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Ángeles al 1-800-540-4000.

¿Sólo los padres podrán llevar al recién nacido?

No. Si bien en la mayoría de los casos son los padres los que llevan al bebé, la ley permite que otras personas lo hagan si tienen custodia legal.

¿Los padres o el adulto que entrega al bebé deben llamar antes de llevar al bebé?

No. El padre/madre o adulto puede llevar al bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, siempre y cuando entreguen a su bebé a un empleado del hospital o cuartel de bomberos.

¿Es necesario que el padre/madre o adulto diga algo a las personas que reciben al bebé?

No. Sin embargo, el personal del hospital o cuartel de bomberos le pedirá a la persona que entregue al bebé que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para cuidar bien del bebé. El cuestionario incluye un sobre con el sello postal pagado para enviarlo en otro momento.

¿Qué pasará con el bebé?

El bebé será examinado y le brindarán atención médica. Cuando le den el alta del hospital, los trabajadores sociales inmediatamente ubicarán al bebé en un hogar seguro donde estará bien atendido, y se comenzará el proceso de adopción.

¿Qué pasará con el padre/madre o adulto que entregue al bebé?

Una vez que los padres o adulto hayan entregado al bebé al personal del hospital o cuartel de bomberos, pueden irse en cualquier momento.

¿Por qué se está haciendo esto en California? ?

La finalidad de la Ley de Entrega de Bebés sin Peligro es proteger a los bebés para que no sean abandonados, lastimados o muertos por sus padres. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Los padres de esos bebés probablemente hayan estado pasando por dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus bebés porque tenían miedo y no tenían nadie a quien pedir ayuda. El abandono de un recién nacido es ilegal y pone al bebé en una situación de peligro extremo. Muy a menudo el abandono provoca la muerte del bebé. La Ley de Entrega de Bebés sin Peligro impide que vuelva a suceder esta tragedia en California.

Historia de un bebé

A la mañana temprano del día 9 de abril de 2005, se entregó un recién nacido saludable a las enfermeras del Harbor-UCLA Medical Center. La mujer que llevó el recién nacido al hospital se dio a conocer como la tía del bebé, y dijo que la madre le había pedido que llevara al bebé al hospital en su nombre. Le entregaron a la tía un brazalete con un número que coincidía con la pulsera del bebé; esto serviría como identificación en caso de que la madre cambiara de opinión con respecto a la entrega del bebé y decidiera recuperarlo dentro del período de 14 días que permite esta ley. También le dieron a la tía un cuestionario médico, y ella dijo que la madre lo llenaría y lo enviaría de vuelta dentro del sobre con franqueo pagado que le habían dado. El personal médico examinó al bebé y se determinó que estaba saludable y a término. El bebé fue ubicado con una buena familia que ya había sido aprobada para adoptarlo por el Departamento de Servicios para Niños y Familias.



EXHIBIT J
Title 2 ADMINISTRATION
Chapter 2.201 LIVING WAGE PROGRAM

2.201.010 Findings.

The board of supervisors finds that the county of Los Angeles is the principal provider of social and health services within the county, especially to persons who are compelled to turn to the county for such services. Employers' failure to pay a living wage to their employees causes them to use such services thereby placing an additional burden on the county of Los Angeles.

2.201.020 Definitions.

The general definitions contained in Chapter 2.02 shall be applicable to this chapter unless inconsistent with the following definitions:

- A. "County" includes the county of Los Angeles, any county officer or body, any county department head, and any county employee authorized to enter into a Proposition A contract or a cafeteria services contract with an employer.
- B. "Employee" means any individual who is an employee of an employer under the laws of California, and who is providing full time services to an employer, some or all of which are provided to the county of Los Angeles under a Proposition A contract, or under a cafeteria services contract at a county of Los Angeles owned or leased facility.
- C. "Employer" means:
 - 1. An individual or entity who has a contract with the county:
 - a. For services which is required to be more economical or feasible under Section 44.7 of the Charter of the county of Los Angeles, and is not listed as an excluded contract in Section 2.121.250 B of the Los Angeles County Code, referred to in this chapter as a "Proposition A contract," or
 - b. For cafeteria services, referred to in this chapter as a "cafeteria services contract," and
 - c. Who has received or will receive an aggregate sum of \$25,000.00 or more in any 12 month period under one or more Proposition A contracts and/or one or more cafeteria services contracts; or
 - 2. An individual or entity that enters into a subcontract with an employer, as defined in subsection C1 and who employs employees to provide services under the employer's contract with the county.
- D. "Full time" means a minimum 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 chief administrative officer, but in no event less than 35 hours worked per week.
- E. "Proposition A contract" means a contract governed by Title 2, Section 2.121.250 et. Seq. of this code, entitled Contracting with Private Business.

2.201.030 Prospective effect.

This chapter shall be applicable to Proposition A contracts and cafeteria services contracts and their amendments the terms of which commence three months or more after the effective date of this chapter.* It shall not be applicable to Proposition A contracts or cafeteria services contracts or their amendments in effect before this chapter becomes applicable.

EXHIBIT J
Title 2 ADMINISTRATION
Chapter 2.201 LIVING WAGE PROGRAM

*Editor's note: Effective three months after the effective date of the Ordinance approval.

2.201.040 Payment of living wage.

- A. Employers shall pay employees a living wage for their services provided to the county of no less than the hourly rates set under this chapter. The rates shall be \$9.64 per hour with health benefits, or \$11.84 per hour without health benefits.
- B. To qualify for the living wage rate with health benefits, an employer shall pay at least \$2.20 per hour towards the provision of bona fide health care benefits for each employee and any dependents during the term of a Proposition A contract or a cafeteria services contract. Proof of the provision of such benefits must be submitted to the county for evaluation during the procurement process to qualify for the lower living wage rate in subsection A of this section. Employers who provide health care benefits to employees through the county department of health services community health plan are deemed to have qualified for the lower living wage rate in subsection A of this section.
- C. The board of supervisors may, from time to time, adjust the amounts specified in subsections A and B of this section, above for future contracts. Any adjustments to the living wage rate specified in subsections A and B that are adopted by the Board of Supervisors shall be applicable to Proposition A contracts and cafeteria services contracts and their amendments which become effective three months or more after the effective date of the ordinance that adjusts the living wage rate.

2.201.050 Other provisions.

- A. Full Time Employees. An employer shall assign and use full time employees to provide services under a Proposition A contract or a cafeteria services contract, unless the employer can demonstrate to the county the necessity to use non-full time employees based on staffing efficiency or the county requirements of an individual job.
- B. Neutrality in Labor Relations. An employer shall not use any consideration received under a Proposition A contract or a cafeteria services contract to hinder, or to further, organization of, or collective bargaining activities by or on behalf of an employer'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.
- C. Administration. The chief administrative officer shall be responsible for the administration of this chapter. The chief administrative officer may, with the advice of county counsel, issue interpretations of the provisions of this chapter. The chief administrative officer in conjunction with the affirmative action compliance officer shall issue written instructions on the implementation and on-going administration of this chapter. Such instructions may provide for the delegation of functions to other county departments.
- D. Compliance Certification. An employer shall, during the term of a Proposition A contract, or a cafeteria services contract, report for each employee and certify the hours worked, wages paid, and amounts the employer paid for health benefits, and provide other information deemed relevant to the enforcement of this chapter by the county. Such reports shall be made at the times and in the manner set forth in instructions issued by the chief administrative officer in conjunction with the affirmative action compliance officer. The

EXHIBIT J
Title 2 ADMINISTRATION
Chapter 2.201 LIVING WAGE PROGRAM

affirmative action compliance officer in conjunction with the chief administrative officer shall report annually to the board of supervisors on contractor compliance with the provisions of this chapter.

- E. Contractor Standards. An employer shall demonstrate during the procurement process and for the duration of a Proposition A contract or a cafeteria services contract a history of business stability, integrity in employee relations, and the financial ability to pay a living wage. (Ord. 99-0048 § 1 (part), 1999.)

2.201.060 Employer retaliation prohibited.

No employer shall take an adverse action causing a loss of any benefit of employment, of any contract benefit, or any statutory benefit to any employee, person, or other entity, who has reported a violation of this chapter to the board of supervisors or to one or more of their offices, to the county chief administrative officer, or to the county auditor controller, or to the county department administering the Proposition A contract or cafeteria services contract. (Ord. 99-0048 § 1 (part), 1999.)

2.201.070 Employee retention rights.

In the event that any Proposition A contract or cafeteria service contract is terminated by the county prior to its expiration, any new contract with a subsequent employer for such services shall provide for the employment of the predecessor employer's employees as provided in this section.

- A. A "retention employee" is an employee of a predecessor employer:
1. Who is not an exempt employee under the minimum wage and maximum hour exemptions defined in the federal Fair Labor Standards Act;
 2. Who has been employed by an employer under a predecessor Proposition A contract or a predecessor cafeteria services contract for at least six months prior to the date of a new contract; and
 3. Who is or will be terminated from his or her employment as a result of the county entering into a new contract.
- B. Subsequent employers shall offer employment to all retention employees who are qualified for such jobs.
- C. A subsequent employer is not required to hire a retention employee who:
1. Has been convicted of a crime related to the job or his or her job performance; or
 2. Fails to meet any other county requirement for employees of a contractor.
- D. A subsequent employer may not terminate a retention employee for the first 90 days of employment under a new contract, except for cause. Thereafter a subsequent employer may retain a retention employee on the same terms and conditions as the subsequent employer's other employees. (Ord. 99-0048 § 1 (part), 1999.)

2.201.080 Enforcement and remedies.

For violation of any of the provisions of this chapter:

EXHIBIT J
Title 2 ADMINISTRATION
Chapter 2.201 LIVING WAGE PROGRAM

- A. An employee may bring an action in the courts of the state of California for damages caused by an employer's violation of this chapter.
- B. The county department head responsible for administering a Proposition A contract or a cafeteria services contract may do one or more of the following in accordance with such instructions as may be issued by the chief administrative officer:
 - 1. Assess liquidated damages as provided in the contract; and/or
 - 2. Recommend to the board of supervisors the termination of the contract; and/or
 - 3. Recommend to the board of supervisors that an employer be barred from award of future county contracts for a period of time consistent with the seriousness of the employer's violation of this chapter in accordance with Section 2.202.040 of this code.

2.201.090 Exceptions.

- A. Other Laws. This chapter shall not be interpreted or applied to any employer or to any employee in a manner inconsistent with United States or California laws.
- B. Collective Bargaining Agreements. Any provision of this chapter shall be superseded by a collective bargaining agreement that expressly so provides.
- C. This chapter shall not be applied to any employer which is a nonprofit corporation qualified under Section 501(c)(3) of the Internal Revenue Code.
- D. Small Businesses. This chapter shall not be applied to any employer which is a business entity organized for profit, including but not limited to any individual, partnership, corporation, joint venture, association or cooperative, which entity:
 - 1. Is not an affiliate or subsidiary of a business dominant in its field of operation; and
 - 2. Has 20 or fewer employees during the contract period, including full time and part time employees; and
 - 3. Does not have annual gross revenues in the preceding fiscal year which if added to the annual amount of the contract awarded exceed \$1,000,000.00; or
 - 4. If the business is a technical or professional service, does not have annual gross revenues in the preceding fiscal year which if added to the annual amount of the contract awarded exceed \$2,500,000.00.

"Dominant in its field of operation" means having more than 20 employees, including full time and part time employees, and more than \$1,000,000.00 in annual gross revenues or \$2,500,000.00 in annual gross revenues if a technical or professional service.

"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. (Ord. 99-0055 § 1, 1999; Ord. 99-0048 § 1 (part), 1999.)

2.201.100 Severability.

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. 99-0048 § 1 (part), 1999.)



**EXHIBIT K
COUNTY OF LOS ANGELES
LIVING WAGE ORDINANCE**

MONTHLY CERTIFICATION FOR APPLICABLE HEALTH BENEFIT PAYMENTS

Instruction Box: Please complete all sections of this form. (Information to complete this form can be obtained from your weekly certified payroll reports) Submit this form with your Certified Payroll Reports to the awarding County department. Be sure to complete and sign the reverse side of this form before submitting.

(1) Name: Contractor <input type="checkbox"/> Subcontractor <input type="checkbox"/>		Address: (Street, City, State, Zip)											
(2) Payroll No.:			(3) Work Location:					(4) From payroll period: ___/___/___ to payroll period: ___/___/___			(5) For Month Ending:		
(6) Department Name:					(7) Contract Service Description:					(8) Contract Name & Number:			
(9) Contractor Health Plan Name(s):										(10) Contractor Health Plan ID Number(s):			
(11) Employee Name, Address & Last 4 digits of SS#	(12) Work Classification	(13) Total Hours Worked Each Week of Monthly Pay Period					(14) Total Aggregate Hours	(15) Employer Paid Health Benefit Hourly Rate	(16) Gross Amount Paid (14x15)	(17) Employee Paid Health Benefit Hourly Rate	(18) Gross Amount Paid (14x17)	(19) Aggregate \$ Health Benefits Paid (16+18)	
		1	2	3	4	5							
1													
2													
3													
4													
5													
I have reviewed the information in this report and as company owner or authorized agent for this company, I sign under penalty of perjury certifying that all information herein is complete and correct.		Total (This Page)											
Print Authorized Name:		Grand Total (All Pages)											

Authorized Signature: _____	Date: / /	Title: _____	Telephone Number (include area code) ()	Page: _____ of _____
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**EXHIBIT L
COUNTY OF LOS ANGELES
LIVING WAGE PROGRAM**

PAYROLL STATEMENT OF COMPLIANCE

I, _____, _____
(Name of Owner or Company Representative) (Title)

Do hereby state:

1. That I pay or supervise the payment of the persons employed by _____ on the _____;
(Company or subcontractor Name) (Service, Building or Work Site)
 that during the payroll period commencing on the _____ day of _____, and
(Calendar day of Month) (Month and Year)
 ending the _____ day of _____ all persons employed on said work site
(Calendar day of Month) (Month and Year)
 have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of _____
(Company Name)

from the full weekly wages earned by any person and that no deductions have been made either directly or in directly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 CFR Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 357; 40 U.S.C. 276c), and described below:

2. That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for employees contained therein are not less than the applicable County of Los Angeles Living Wage rates contained in the contract.

3. That:

A. WHERE FRINGE (Health) BENEFITS ARE PAID TO APPROVED PLANS, FUNDS OR PROGRAMS

In addition to the basic hourly wage rates paid to each employee listed in the above referenced payroll, payments of health benefits as required in the contract have been or will be paid to appropriate programs for the benefit of such employees.

B. WHERE FRINGE (Health) BENEFITS ARE PAID IN CASH

Each employee listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the applicable amount of the required County of Los Angeles Living Wage hourly rate as listed in the contract.

I have reviewed the information in this report and as company owner or authorized agent for this company, I sign under penalty of perjury certifying that all information herein is complete and correct.

Print Name and Title	Owner or Company Representative Signature:
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THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. IN ADDITION, THE CONTRACTOR OR SUBCONTRACTOR MAY BE SUSPENDED AND PRECLUDED FROM BIDDING ON OR PARTICIPATING IN ANY COUNTY CONTRACT OR PROJECT FOR A PERIOD OF THREE (3) YEARS.



EXHIBIT M
COUNTY OF LOS ANGELES
NOTICE TO EMPLOYEES
COUNTY OF LOS ANGELES LIVING WAGE ORDINANCE

This employer is a contractor with the County of Los Angeles. This contract is subject to the Living Wage Ordinance (LWO) established by the Board of Supervisors (Los Angeles County Code Chapter 2.201). If you are a full-time employee and perform any service to the County under this contract, you must be paid a "living wage" for the hours you work on the County contract.

THESE ARE YOUR RIGHTS. . .

Living Wage

If you are a full-time employee, you must be paid no less than either of the two Living Wage rates:

- a) You must be paid not less than the living wage rate of \$9.64 per hour and your employer must pay at least \$2.20 per hour towards health benefits, **OR**
- b) You must be paid not less than the living wage rate of \$11.84 per hour:
 - The \$11.84 per hour rate must be paid to you if your employer does not provide you with health benefits, **or** if your employer pays less than \$2.20 per hour towards your health benefits for you.
 - The \$11.84 per hour rate includes \$2.20 per hour to enable you to purchase health benefits on your own, if you so choose. If you need help finding a health plan, your employer may be able to assist you.

Retaliation

You cannot be transferred, demoted or terminated because you reported violations of the Living Wage Program. All acts of retaliation can be reported to the Office of Affirmative Action Compliance by calling the Living Wage Hotline.

Worker Retention

If the County of Los Angeles terminates its contract with your current employer before the contract's expiration date and enters into a new contract with another contractor for the same service, you may be eligible to continue working as an employee of the new contractor for a period not less than 90 days following the start of the new contract.

Federal Earned Income Tax Credit

You may be eligible to apply for the Federal Earned Income Tax Credit and receive an annual monetary amount established by the IRS if you qualify. Application forms are available from your employer or by contacting the Internal Revenue Service at (800) 829-3676.

You May Report Living Wage Violations to:

CONNIE DOUGLAS
County Department Administering this Contract

626/ 821 – 4609
County Department Phone Number

OR

Office of Affirmative Action Compliance
Living Wage Hotline
(888) 550-WAGE OR (888) 550-9243



EXHIBIT M CONDADO DE LOS ANGELES

AVISO A LOS EMPLEADOS SOBRE LA ORDENANZA DE SALARIO DIGNO DEL CONDADO DE LOS ANGELES

Este empleador es un contratista del Condado de Los Angeles. Este contrato está sujeto a la Ordenanza de Salario Digno (LWO) establecido por la Junta de Supervisores (Código del Condado de Los Angeles, Capítulo 2.201). Si usted es un empleado de jornada completa y presta algún servicio para el Condado conforme a este contrato, se le debe pagar el “salario digno”, por las horas que trabaja bajo contrato con el Condado.

ESTOS SON SUS DERECHOS...

El Salario Digno

Si usted es un empleado de jornada completa, se le debe pagar no menos de cualquiera de los dos Salarios Dignos identificados:

- a) Se le debe pagar no menos del salario digno de \$9.64 por hora, y su empleador debe pagar al menos \$2.20 por hora en beneficios médicos, **O**
- b) Se le debe pagar no menos del salario digno de \$11.84 por hora:
 - Se le debe pagar un salario digno de \$11.84 por hora si su empleador no provee beneficios médicos, **o** si su empleador paga menos de \$2.20 por hora por sus beneficios médicos.
 - El salario digno de \$11.84 por hora incluye los \$2.20 por hora que le permite a usted adquirir beneficios médicos por su cuenta, si así lo dispone. Si necesita ayuda para encontrar un plan de salud, su empleador podría asistirle.

Represalias

Es prohibido que se le transfiera, se le asigne a un puesto inferior o se le despidan por denunciar infracciones con la Ordenanza de Salario Digno. Todo acto de represalia se puede reportar a la Oficina de Acción Afirmativa a la línea telefónica designada para asuntos del salario digno.

Continuidad en el Empleo

Si el Condado de Los Angeles termina el contrato con su actual empleador antes de la fecha de caducidad del mismo y contrata a otra empresa para el mismo servicio, usted posiblemente tendrá el derecho a trabajar con el nuevo contratista, como mínimo durante los primeros 90 días del nuevo contrato.

Crédito Federal Impositivo sobre Ingresos Salariales

Usted puede solicitar el Crédito Federal Impositivo sobre Ingresos Salariales y recibir una compensación monetaria establecida por el Servicio de Impuestos Internos (IRS) al año si reúne los requisitos para calificar. Para recibir el formulario, comuníquese con su empleador o al IRS al número gratuito (800) 829-3676.

Para hacer denuncias sobre infracciones a la Ordenanza de Salario Digno favor de llamar a los siguientes teléfonos:

CONNIE DOUGLAS

Nombre del Departamento del Condado que administra este contrato

626/ 821 – 4609

Número de teléfono de dicho departamento

Oficina de Acción Afirmativa
Línea Directa para Quejas sobre el Salario Digno:
(888) 550-WAGE - (888) 550-9243

EXHIBIT N

CONTRACTOR CONFIDENTIALITY CERTIFICATION

CONTRACTOR NAME AKAL SECURITY, INC. Contract No.

GENERAL INFORMATION:

The Contractor referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires the Corporation to sign this Contractor Acknowledgement and Confidentiality Agreement.

CONTRACTOR ACKNOWLEDGEMENT:

Contractor understands and agrees that the Contractor employees, consultants, Outsourced Vendors and independent contractors (Contractor's Staff) that will provide services in the above referenced agreement are Contractor's sole responsibility. Contractor understands and agrees that Contractor's Staff must rely exclusively upon Contractor for payment of salary and any and all other benefits payable by virtue of Contractor's Staff's performance of work under the above-referenced contract.

Contractor understands and agrees that Contractor's Staff are not employees of the County of Los Angeles for any purpose whatsoever and that Contractor's Staff do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. Contractor understands and agrees that Contractor's Staff will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

CONFIDENTIALITY AGREEMENT:

Contractor and Contractor's Staff may be involved with work pertaining to services provided by the County of Los Angeles and, if so, Contractor and Contractor's Staff may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, Contractor and Contractor's Staff may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. Contractor and Contractor's Staff understand that if they are involved in County work, the County must ensure that Contractor and Contractor's Staff, will protect the confidentiality of such data and information. Consequently, Contractor must sign this Confidentiality Agreement as a condition of work to be provided by Contractor's Staff for the County.

Contractor and Contractor's Staff hereby agrees that they will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between Contractor and the County of Los Angeles. Contractor and Contractor's Staff agree to forward all requests for the release of any data or information received to County's Project Manager.

Contractor and Contractor's Staff agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information and all other original materials produced, created, or provided to Contractor and Contractor's Staff under the above-referenced contract. Contractor and Contractor's Staff agree to protect these confidential materials against disclosure to other than Contractor or County employees who have a need to know the information. Contractor and Contractor's Staff agree that if proprietary information supplied by other County vendors is provided to me during this employment, Contractor and Contractor's Staff shall keep such information confidential.

Contractor and Contractor's Staff agree to report any and all violations of this agreement by Contractor and Contractor's Staff and/or by any other person of whom Contractor and Contractor's Staff become aware.

Contractor and Contractor's Staff acknowledge that violation of this agreement may subject Contractor and Contractor's Staff to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress.

SIGNATURE: [Handwritten Signature] DATE: 11/29/07

PRINTED NAME: MICHAEL REDMAN

POSITION: REGIONAL DIRECTOR

(Note: This certification is to be executed and returned to County with Contractor's executed Contract. Work cannot begin on the Contract until County receives this executed document.)