COUNTY OF LOS ANGELES
DEPARTMENT OF PARKS AND RECREATION
"Parks Make Life Better!"
Russ Guiney, Director
John Wicker, Chief Deputy Director
Executive Offices • 433 South Vermont Avenue • Los Angeles, CA 90020-1975 • (213) 738-2961

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

26 January 6, 2015

PATRICK OGAWA
ACTING EXECUTIVE OFFICER

January 06, 2015

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:

**APPROVAL OF A SECURITY SERVICES AGREEMENT
WITH NU-WAY SECURITY AND INVESTIGATIVE SERVICES, INC.
FOR THE NORTH REGION
(SUPERVISORIAL DISTRICT 5) (3 VOTES)**

SUBJECT

Approval of the recommended actions will allow the Department of Parks and Recreation to award a Security Services Contract to Nu-Way Security and Investigative Services, Inc., in the North Region which consists of Placerita Canyon Park and William S. Hart Regional Park and Museum.

IT IS RECOMMENDED THAT THE BOARD:

1. Find that the approval of the Security Services Contract with Nu-Way Security and Investigative Services, Inc., is not subject to the California Environmental Quality Act for the reasons stated herein and the reasons reflected in the record of the Contract.

2. Find that the recommended Security Services Contract can be more economically performed by an independent contractor than by County of Los Angeles employees for the Placerita Canyon Park and William S. Hart Regional Park and Museum, collectively known as the North Region facilities.

3. Approve and instruct the Mayor to sign a Service Contract with Nu-Way Security and Investigative Services, Inc., for security services in the North Region, for an approximate annual base contract cost of $51,222, for a term of five years with three one-year renewal options, for a maximum potential term of eight years and an anticipated total maximum contract cost of $409,776, effective February 1, 2015. This amount does not include the Cost of Living Adjustments, if any, to be exercised by the Director of the Department of Parks and Recreation.

4. Authorize the Director of the Department of Parks and Recreation to exercise the three contract renewal options annually, at the same rate and terms, if in the opinion of the Director of the Department of Parks and Recreation, the contractor has successfully performed the previous contract period and the services are still required and are cost effective. Such renewal may include a Cost of Living Adjustment, per option year, subject to approval by the Chief Executive Office.

5. Authorize the Director of the Department of Parks and Recreation to increase the North Region Security Services Contract cost by ten percent, as needed, during each contract year, averaging up to $5,122 annually, as a contingency amount, for unforeseen services/emergencies and/or additional work within the scope of the contract, which could increase the total annual contract amount to a maximum of $56,344.

6. Authorize the Director of the Department of Parks and Recreation to suspend, terminate, or assign the Security Services Contract, if deemed necessary, in accordance with the approved terms and conditions of the Security Services Contract.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The recommended Security Services Contract (Contract) with Nu-Way Security and Investigative Services, Inc. (Contractor), is for security services for the North Region facilities, which consist of Placerita Canyon Park and William S. Hart Regional Park and Museum. The private sector has been providing security services for the North Region since May, 1990. This is part of the continuing effort on behalf of the Department of Parks and Recreation (Department) to provide the best possible service to the public in a cost effective manner.

The Department's cost analysis shows that services can be performed more economically by an independent contractor (Attachments I, II, III). The proposed contracted services will enable the Department to continue to provide security services at the present service level, which will ensure the safety of buildings, equipment, and county employees, upon expiration of the current term extension, resulting in continued savings to the County of Los Angeles (County).

Implementation of Strategic Plan Goals

The recommended Contract will further the County's Strategic Plan Goal of Operational Effectiveness/Fiscal Sustainability (Goal 1) by maximizing the effectiveness of security services, structure, operations, and strong fiscal management to support timely delivery of customer-oriented and efficient public services.

FISCAL IMPACT/FINANCING

In accordance with County policy, the Contract contains a Cost of Living Adjustment (COLA) provision, based on an annual rate, as determined by the Chief Executive Office (CEO), whereby the Director of the Department 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 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 decision to include the COLA is based on the Department's experience that the Contractor may

incur an increase in costs, such as insurance premiums, fuel, etc., during the option years, which could impact its performance. As a result, this provision allows the Director to review cost information, during the option years, to determine if the COLA is justified, subject to approval by the CEO. The Department will comply with the Board's policy to exclude the cost of labor from the base upon which a COLA is calculated, unless the Contractor can show that their labor cost will actually increase.

The Proposition A cost analysis indicates that the recommended Contract for security services can be performed more economically by the private sector (Attachments I, II, III). The total County cost to provide security services for the North Region by County staff would be $128,373, annually. The recommended Contractor's direct cost to perform similar services is $51,222. This reflects an annual savings during the first term of $77,151.

The following are the recommended approximate maximum Contract costs for:
• Initial term of five years: $256,110.
• Initial term of five years plus the three option years: $409,776.
• Initial term of five years plus the three option years plus the annual ten percent contingency: $450,752.

The Department will not request that the Contractor perform services that will exceed the approved maximum Contract amount, which may include the ten percent contingency fee or COLA increase, without the prior approval of the Board.

OPERATING BUDGET IMPACT

Based on the recommended actions, the Department does not anticipate any additional operating costs initially as the base contract cost will decrease from an annual amount of $61,097 to $51,222. However, it is anticipated that the contract cost will fluctuate slightly on an annual basis in the subsequent years due to minimal changes to the hours worked during each calendar year. Exact hours are dependent on holidays and actual hours worked annually. The Department will have sufficient appropriation in its Operating Budget to accommodate any of the changes.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The Proposition A cost analysis indicates that the recommended contracted security services can be performed more economically by the private sector. (Attachments I, II, III).

The Contractor has agreed to comply with the County's Living Wage Program and Proposition A requirements. The Contract complies with all of the requirements of the County Code Section 2.201 and Chapter 2.121.

In compliance with the provisions of Los Angeles County Code Sections 2.121.250 through 2.121.420, the Department solicited proposals from private contractors for security services for the North Region.

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

The Proposition A cost analysis was performed internally using the guidelines and methodologies consistent with the Auditor-Controller procedures.

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. This Contract contains terms and conditions supporting the Board's ordinances, policies, and programs, including, but not limited to: County's Greater Avenues for Independence (GAIN) and General Relief Opportunities for Work (GROW) Programs, Board Policy No. 5.050; Contract Language to Assist in Placement of Displaced County Workers, Board Policy No. 5.110; Reporting of Improper Solicitations, Board Policy No. 5.060; Notice to Contract Employees of Newborn Abandonment Law (Safely Surrendered Baby Law), Board Policy No. 5.135; Contractor Employee Jury Service Program, Los Angeles County Code, Chapter 2.203; Notice to Employees Regarding the Federal Earned Income Credit (Federal Income Tax Law, Internal Revenue Service Notice 1015); Contractor Responsibility and Debarment, Los Angeles County Code Chapter 2.202; Los Angeles County's Child Support Compliance Program, Los Angeles County Code, Chapter 2.200; Defaulted Property Tax Reduction Program Ordinance, Los Angeles County Code, Chapter 2.206; and the standard Board-directed clauses that provide for contract termination or renegotiation.

The California State Department of Industrial Relations, Division of Labor Standards Enforcement, has returned its report indicating no negative information on the Contractor.

The County maintains databases that track/monitor contractors' performance history. Information entered into such databases may be used for a variety of purposes, including determining whether the County will exercise a contract term extension option. No negative information was found for this Contractor.

The Contractor has executed the attached Contract and will provide the required insurance policies prior to the start of this Contract naming the County and the Department as additional insureds.

The maximum annual contract sum is an approximate cost because the Contract is based on hours of service provided. Exact hours are dependent on holidays and actual hours worked annually.

County Counsel has approved the attached Contract as to form.

ENVIRONMENTAL DOCUMENTATION

The proposed approval of the Contract is not subject to the California Environmental Quality Act (CEQA) in that the action does not meet the definition of a project according to Section 15378 (b)(5) of the State CEQA Guidelines because the action is an administrative activity which, by its term, does not involve any commitments to any specific projects which may result in a potentially significant physical impact on the environment.

CONTRACTING PROCESS

On May 6, 2013, the Department commenced the solicitation for security services by posting a notice for Request for Proposals (RFP) on the County's "Doing Business with Us" website, which included a link to download the solicitation package and bilingual instructions on how to contact the Department regarding this RFP. 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 an ad in the Daily Breeze, Los Angeles Bulletin, Valley Press, Daily News, and La Opinion, newspapers of general circulation, on May 2, 2013.

On May 21, 2013, 25 companies attended the Mandatory Proposers Conference and Site Visit at the Los Angeles County Arboretum and Botanic Garden. On June 12, 2013, the Department received six proposals. The proposals were reviewed to ensure compliance with mandatory minimum requirements outlined in the RFP. Six proposals, having met those requirements, were then evaluated by an Evaluation Committee.

The Evaluation Committee consisted of three County employees. The Evaluation Committee reviewed each proposal for business experience and qualifications, staffing, compliance with the Living Wage Program requirements, quality control plan, and the ability to accomplish the required security services.

Based on the evaluation of the proposals, it is recommended that the Contract for these services be awarded to the highest-rated, most responsive, and responsible proposer as recommended above.

Attachment V reflects the Contractor'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. In addition, the County has determined that it has alternative resources available in the event of a default. This Contract will not result in the displacement of any County personnel, as these services are currently being performed by the private sector. Therefore, there will be no negative impact to existing staff or service levels.

CONCLUSION

It is requested that two adopted copies of the action taken by the Board and two fully executed copies of the attached Contract be forwarded to the Department of Parks and Recreation.

Should you have any questions please contact Jim Norwood at (626) 821-4671 or jnorwood@parks.lacounty.gov, Kandy Hays at (626) 821-4600 or khays@parks.lacounty.gov, Kasey Dizon at (213) 738-2986 or kdizon@parks.lacounty.gov, or Kaye Michelson at (213) 738-2955 or kmichelson@parks.lacounty.gov.

Respectfully submitted,

RUSS GUINEY

Director

RG:JW:RM:
KEH:CWK:JN:rc

Enclosures

c: Interim Chief Executive Officer
County Counsel
Acting Executive Officer, Board of Supervisors

Attachment I

Schedule of Differences Between County and Contractor
SECURITY SERVICES NORTH REGION

COUNTY COST

DIRECT

Salaries

Position	Salaries & Employee Benefits[1]	No. of Positions [2]	No. of Months	Total	
Security Officer, Sheriff (Armed)	5,821.41	1.1800	12	$ 82,431.15	
Security Assistant, Sheriff (Unarmed)	3,668.99	0.4136	12	$ 18,209.81	
Supvg Operations Assistant I (Supervisor)	10,927.42	0.1592	12	$ 20,876.63	
		1.75			**$ 121,517.60**

1. 5th Step Variance = 0.962796 (as of 12/2012)
2. Positions reflect annual Hours @ 1765

Vehicle Usage/ Fixed Assets	No. of Units	No. of Miles or Hrs	Cost Per Mile/Hour	Annual Total		
Vehicle/Equipment Usage						
Electric Golf Cart (Annualized 8 years)		-		$ -		
Patrol Car (midsize)	1	215.60	0.5397	$ 6,050.68		
				$ 6,050.68		
Services & Supplies						
Equipment Supplies				$248.36		
Uniform Supplies				$ 556.66		
				$ 805.02		
Total Services and Supplies/Equipment					**$ 6,855.70**	
Indirect Costs						
Avoidable Overhead Contract Admin.				$ -		
Avoidable Overhead Agency Admin.				$ -		
					$ -	
TOTAL ESTIMATED COUNTY AVOIDABLE COSTS [3]						**$ 128,373.30**

3. County's cost to provide the level of service proposed in the RFP

CONTRACTING COSTS

CONTRACTOR'S DIRECT COST

Employee Salaries and Benefits	$ 35,564.80	
Services & Supplies and Equipment	$ 1,118.52	
Overhead	$ 11,506.80	
Profit	$ 3,031.88	
TOTAL CONTRACTOR'S COST [4]		**$ 51,222.00**
COUNTY INDIRECT COST [5]		
Unavoidable Overhead Contract Admi $8,825 x 25%=	$ -	
Unavoidable Overhead Agency Admin $41,506 x 25%=	$ -	
TOTAL COUNTY INDIRECT COST		**$ -**
TOTAL CONTRACTING COST (direct cost +indirect cost)		**$ 51,222.00**
ESTIMATED SAVINGS FROM CONTRACTING (TOTAL ESTIMATED COUNTY AVOIDABLE COSTS LESS TOTAL CONTRACTING COSTS)		**$ 77,151.30**

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

Attachment II

Schedule of Differences Between County and Contractor
SECURITY SERVICES NORTH REGION

Employee Salaries and Benefits

Position	Full-Time Equivalent	Annual Hours	Hourly Rate		Annual Total
Armed Officer	1.00	2,080	$13.00	$	27,040.00
Unarmed Officer	0.35	720	$11.84	$	8,524.80
Total	1.35	2,080		$	35,564.80
Employee Benefits				$	-
Total Employee Salaries and Benefits				**$**	**35,564.80**

Services, Supplies, and Equipment

Services	$	240.96
Supplies (uniforms, belts, weapons, ammunition, flashlights, etc.)	$	120.00
Equipment (vehicles, golf cart)	$	757.56
Total Services, Supplies and Equipment	**$**	**1,118.52**

Overhead

Insurance, (General Liability, Worker's Comp, Auto, Umbrella)	$	2,720.76
Employee Taxes (Social Security, Medicare, State Disability)	$	8,186.04
Overhead, Accounting (Bookkeeping, Management, Office Equipment, Telephone, Utilities)	$	600.00
Total Overhead	**$**	**11,506.80**
Profit	**$**	**3,031.88**
TOTAL ANNUAL CONTRACTOR'S COSTS	**$**	**51,222.00**

Schedule of Differences Between County and Contractor

Cost by Category for Security Services North Region

Costs by Category	County	Contractor	Difference	Remarks
Staffing				
Security Officer, Armed	1.18	1.00	0.18	
Security Assistant, Unarmed	0.41	0.35	0.07	
Supvg Operations Assistant I	0.16		0.16	
TOTAL	1.75	1.35	0.41	{A}
Salary Costs (County Salaries include 5th Step Variance of 96.2796%)	$ 121,517.60	$ 35,564.80	$ 85,952.80	{B}
Employee Benefits County included with Salary Costs	$ -	$ -	$ -	{C}
Equipment, Services & Supplies	$ 6,855.70	$ 1,118.52	$ 5,737.18	{D}
Taxes & Insurance	$ -	$ 10,906.80	$ (10,906.80)	
Indirect Costs	$ -	$ 600.00	$ (600.00)	{E}
TOTAL Costs (Less Profit)	$ 128,373.30	$ 48,190.12	$ 80,183.18	
Contractor Profit	$ -	$ 3,031.88	$ (3,031.88)	
TOTAL Costs	$ 128,373.30	$ 51,222.00	$ 77,151.30	
Unavoidable Contracting Costs	$ -	$ -	$ -	
TOTAL County vs. Contracting Costs	$ 128,373.30	$ 51,222.00	$ 77,151.30	

{A} The contractor has indicated that they can perform the services with less full-time equivalent staff. The number of County positions is based on the total number of hours divided by the annual County productive hours of 2,080.

{B} The County's and contractor's salary costs are based on full-time staff as well as a percentage of staff's time. In addition, the contractor's employees are paid more than $5 less per hour than the County items. The contractor's salary costs are approximately 69% 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 2.18% of the contract costs.

{E} Contractor's indirect costs (overhead) are approximately 1.17% of the contract costs and are associated with the cost of management, telephone, utilities, office equipment and bookkeeping. For this contract, County's indirect costs are unavoidable and are associated with contract administration and monitoring.

Vendor Bid List
990-46 Guard and Security Services (453 vendors)

Company Name
360 DEGREES PROTECTION AGENCY 3780 KILROY AIRPORT WAY., STE. 200, , LONG BEACH, CA, 90806-2458
5 DIAMOND PROTECTION, INC 17941 MITCHELL SOUTH STREET, STE B, , IRVINE, CA, 92614
A & K SECURITY INCORPORATED 440 N. FIRST STREET, SUITE 110, SAN JOSE, CA, 95112-4071
A&D SECURITY 4306 CRENSHAW BLVD STE 206, , LOS ANGELES, CA, 90008
A.V. COMTEL, INC 626 W. LANCASTER BLVD., , LANCASTER, CA, 93534-3108
ABACUS SECURITY SERVICES, INC. 12631 CRENSHAW BLVD, , HAWTHORNE, CA, 90250
ABC SECURITY SERVICE COMPANY 1840 EMBARCADERO, , OAKLAND, CA, 94606
ABDUL M KHAN FIRST DIGITAL SURVEILLA, 23118 PENNSYLVANIA AVE, TORRANCE, CA, 90501
ABDUL M KHAN FIRST DIGITAL SURVEILLANCE, 24325 CRENSHAW BLVD #103, TORRANCE, CA, 90505
ABET SECURITY SERVICES INC. 2728 E. VALLEY VIEW AVE., , WEST COVINA, CA, 91792-3028
ABSOLUTE INTERNATIONAL SECURITY INC 861 S OAK PARK ROAD, , COVINA, CA, 91724
ABSOLUTE PROTECTION INC 4600 W 165TH STREET, , LAWNDALE, CA, 90260
ABSOLUTE SECURITY ENTERPRISES 2330 W. 3RD STREET, SUITE 3, , LOS ANGELES, CA, 90057
ACCESS CONTROL SECURITY INC 20945 DEVONSHIRE ST STE 103, , CHATSWORTH, CA, 91311
ADAMS SECURITY CONSULTANTS INC 5396 WEST AMBERWOOD DRIVE, , INGLEWOOD, CA, 90302
ADGE CORPORATION 717 MARKET ST., STE. 318, , SAN FRANCISCO, CA, 94103-2109
ADRIDEN GLOBAL INC. 21550 OXNARD STREET, THIRD FLOOR, WOODLAND HILLS, CA, 91367
ADVANCED HOME AND BUSINESS SYS 1391 NOVA LN., , OJAI, CA, 93023-3902
ADVANCED TECHNOLOGY & SECURITY INC. 3937 LONG BEACH BLVD., SUITE B, LONG BEACH, CA, 90807
ADVANCED WORLDWIDE SECURITY SO 16134 SHERMAN WAY, , VAN NUYS, CA, 91406
AEGIS PRIVATE SECURITY 10866 WASHINGTON BLVD. #309, , CULVER CITY, CA, 90232
AG COMMUNICATIONS, INC. 652 W. ARBOR VITAE ST., , INGLEWOOD, CA, 90301-3160
AIRBORNE BIOMETRICS GROUP INC 1070 FLYNN ROAD, , CAMARILLO, CA, 93012-8705
AK PARTNERS ELITE INTERACTIVE SOLUTIONS, 2800 NIELSON WAY #609, SANTA MONICA, CA, 90405
AKAL SECURITY 7 INFINITY LOOP, , ESPANOLA, NM, 87532-6737
ALAN C. RICKER NATION SECURITY SERVICES, 465 E PALMDALE BLVD #B, PALMDALE, CA, 93550
ALANCO/TSI PRISM, INC. 15575 N. 83RD WAY., STE. 4, , SCOTTSDALE, AZ, 85260-1818
ALL ACTION SECURITY

8233 WHITE OAK AVENUE, , RESEDA, CA, 91335
ALL AMERICAN PRIVATE SECURITY, LLC, 101 N. ORANGE AVE., SUITE A, WEST COVINA, CA, 91790
ALL ASPECTS SECURITY PROFESSIONALS, LLC, PO BOX 1575, CLAREMONT, CA, 91711-8575
ALL COAST METRO PATROL INC. 545 CENTRAL AVE, , LOS ANGELES, CA, 90013
ALL NATION SECURITY SERVICES 3701 WILSHIIRE BLVD SUITE 530, , LOS ANGELES, CA, 90010-2212
ALL PHASE SECURITY, INC. 2959 PROMENADE STREET, SUITE 200, WEST SACRAMENTO, CA, 95691
ALLHEALTH INC 515 S. FIGUEROA ST., SUITE 1300, , LOS ANGELES, CA, 90071-3301
ALLHEALTH INC BOWER & ASSOCIATES, 515 S. FIGUEROA ST., STE. 1300, LOS ANGELES, CA, 90071-3300
ALLHEALTH INC 515 FIGUEROA STREET STE 1300, , LOS ANGELES, CA, 90071
ALLIED PROTECTION SERVICES 8516 CRENSHAW BLVD., STE. 103, , INGLEWOOD, CA, 90305-1916
ALLIEDBARTON SECURITY SERVICES, 765 THE CITY DRIVE SOUTH #105, ORANGE, CA, 92868
ALLIEDBARTON SECURITY SERVICES 11 PIEDMONT CENTER, SUITE 100, ATLANTA, GA, 30305
ALLIEDBARTON SECURITY SERVICES 1930 WILSHIRE BLVD., SUITE 700, , LOS ANGELES, CA, 90057
ALLIEDBARTON SECURITY SERVICES HEALTHCARE/HIGHER EDUCATION, 637 E ALBERTONI ST STE 202, CARSON, CA, 90746
ALLNET SECURITY GROUP, INC. 6320 VAN NUYS BLVD., STE. 400, , VAN NUYS, CA, 91401-2694
ALLTECH INDUSTRIES INC. 301 E. POMONA BLVD. SUITE A, , MONTEREY PARK, CA, 91755
ALPHA TACTICAL SOLUTIONS 3476 BRAYTON AVE, , LONG BEACH, CA, 90807
ALPHABAYSECURITY 1900 W REDONDO BEACH BLVD, , GARDENA, CA, 90247-3624
AMERICAN COMMERCIAL SERVICES 34 W DAYTON ST, , PASADENA, CA, 91105
AMERICAN GUARD SERVICES INC 1299 E. ARTESIA BLVD., STE 200, , CARSON, CA, 90746
AMERICAN HERITAGE PROTECTION S 7251 TOPANGA CANYON BLVD 2, , CANOGA PARK, CA, 91303
AMERICAN PATRIOT SECURITY, INC. 10293 ROCKINGHAM DRIVE, SUITE 104, SACRAMENTO, CA, 95827
AMERICAN PROFESSIONAL SECURITY 2500 WILSHIRE BLVD, SUITE 1030, LOS ANGELES, CA, 90057-4306
AMERICAN SECURITY FORCE, INC. 5400 E OLYMPIC BLVD SUITE 225, , COMMERCE, CA, 90022-5154
AMERICAN-1 AIRTIGHT SECURITY AMERICAN-1 AIRTIGHT SECURITY, 2510 N. GRAND AVENUE SUITE 207, SANTA ANA, CA, 92705
AMERICAN-1 AIRTIGHT SECURITY 2510 N. GRAND AVE. SUITE 207, , SANTA ANA, CA, 92705
AMERIFIRST SECURITY SERVICES 4500 TRUXEL RD., SUITE 921, , SACRAMENTO, CA, 95834
AMERIPRIDE GUARD SERVICES PO BOX 4945, , LAGUNA BEACH, CA, 92652
AMERIQUEST SECURITY SERVICES 5555 INGLEWOOD BLVD, SUITE 205, CULVER CITY, CA, 90230
AMSET PRO AMERICAN ASSET PROTECTION, 12241 BURBANK BLVD., APT. 214, NORTH HOLLYWOOD, CA, 91607-1738

AN EXTREME SECURITY, INC.
11731 STERLING AVE.,, SUITE B, RIVERSIDE, CA, 92503

ANDREWS INTERNATIONAL
27959 SMYTH DRIVE, , VALENCIA, CA, 91355

API SECURITY SERVICE INC.
8306 WILSHIRE BLVD., # 1662, , BEVERLY HILLS, CA, 90211-2382

ARGENBRIGHT SECURITY INC
6151 W. CENTURY BLVD., STE. 700, , LOS ANGELES, CA, 90045-5318

ARGENBRIGHT SECURITY INC
P.O. BOX 930943, , ATLANTA, GA, 30374

ASN DEPOT
3580 GRAND AVE #N, , CHINO HILLS, CA, 91709

ASPECT SOLUTIONS INC
717 K STREET, STE 207, SACRAMENTO, CA, 95814

ASPECT SOLUTIONS INC
717 K STREET STE 207, , SACRAMENTO, CA, 95814

ASSURANCE SECURITY SERVICES
7201 HAVEN AVE., , RANCHO CUCAMONGA, CA, 91701-6065

ASTRA COMMUNICATIONS, INC.
1101 CHESTNUT ST., , BURBANK, CA, 91506-1624

AT SYSTEMS SECURITY, INC.
2400 W. DUNLAP AVE., STE. 225, , PHOENIX, AZ, 85021-2886

AVANTGUARD INC.
1737 E. WASHINGTON BLVD #4, , PASADENA, CA, 91501

AVUM INC
PO BOX 488, , MALIBU, CA, 90265

BATZA & ASSOCIATES
25876 THE OLD RD., # 314, , VALENCIA, CA, 91381-1711

BLACKSTONE CONSULTING, INC.
11726 SAN VICENTE BLVD., SUITE 550, , LOS ANGELES, CA, 90049

BLASTERS TOOL AND SUPPLY CO.,
PO BOX 1235, , PALESTINE, TX, 75802-1235

BLIZARD INDUSTRIES, INC
ENGINEERED PARKING SYSTEMS, 25010 AVENUE TIBBITTS, VALENCIA, CA, 91355-3447

BLIZARD INDUSTRIES, INC
25010 AVENUE TIBBITTS, , VALENCIA, CA, 91355-3447

BOB BRADLEY
423 E. 59TH PL, , LOS ANGELES, CA, 90003

BRADLEY SECURITY & DETECTIVE
4660 EL CAJON BLVD STE 206, , SAN DIEGO, CA, 92110

BRADLEY SECURITY & DETECTIVE
7400 E. SLAUSON AVE., STE. 5W, , LOS ANGELES, CA, 90040-3308

BRIGHTAM CONSULTING
668 N COAST HWY 405, , LAGUNA BEACH, CA, 92651

BRISK PROTECTIONS SERVICES LLC
18119 PRAIRIE AVE STE 114, , TORRANCE, CA, 90504

BROOKLYN COMPUTER SYSTEMS INC
39 SEELEY AVENUE, SUITE 2, KEARNY, NJ, 07032

BROWNING'S DOCUMENT SOLUTIONS
301 W CHURCH ST, , RIDGECREST, CA, 93555

BRUCE E HOLLOWAYTOTAL PATROL SERVICES
13070 1/4 VAN NUYS BLVD., , PACOIMA, CA, 91331

C Q I PRIVATE SECURITY INC
5150 CANDLEWOOD ST, SUITE 9D, LAKEWOOD, CA, 90712

CAL BUILDING SYSTEMS INC.
2903 SATURN ST., SUITE F, , BREA, CA, 92821

CALIFORNIA PANTHER SECURITY
8726 S. SEPULVEDA BLVD SUITE E, , WESTCHESTER, CA, 90045

CALIFORNIA PROTECTIVE SERVICES
12400 WILSHIRE BLVD. STE 400, , LOS ANGELES, CA, 90025

CALIFORNIA SECURITY AND INVESTIGATIONS LLC. 675 N. EUCLID ST., SUITE #194, ANAHEIM, CA, 92801
CALIFORNIA SECURITY, INC. 3250 WILSHIRE BLVD., STE. 1501, , LOS ANGELES, CA, 90010-1608
CALIFORNIA SPECIAL PATROL 8350 ARCHIBALD AVE., SUITE 200, , RANCHO CUCAMONGA, CA, 91730
CALIFORNIA STATE SECURITY INC. 4943 E. SLAUSON AVE. STE 13, , MAYWOOD, CA, 90270-3020
CAMGUARD 2175 S MILLIKEN AVE, , ONTARIO, CA, 91761
CAMGUARD SYSTEMS INC 2175 S MILLIKEN AVE, , ONTARIO, CA, 91761
CAPITAL PROTECTION, INC. 6935 CROMWELL CT., , RANCHO CUCAMONGA, CA, 91739
CARLOS A NUNEZ PHOENIX WORLD WIDE SECURITY, 2409 W. CALDWELL STREET, COMPTON, CA, 90220
CAROLINE GHALI GUARD RESPONSE PRIVATE SECURITY, 18035 MONTGOMERY AVE., FONTANA, CA, 92336
CARTER BROTHERS, LLC 100 HARTSFIELD CENTRE PARKWAY, SUITE 100, ATLANTA, GA, 30354
CB SECURITY INC CONTINENTAL GAND PLAZA II, 400 CONTINENTAL PLAZA, 6TH FLOOR, EL SEGUNDO, CA, 90245
CCPC ENTERPRISES 36430 PERIDOT LANE, , PALMDALE, CA, 93550-8370
CCTV FIRST DIGITAL SURVEILLANCE CCTV FIRST DIGITAL SURVELLANCE, 23118 PENNSYLVANIA AVE, TORRANCE, CA, 90501
CEED SECURITY SERVICES, INC. 12813 AVALON BLVD., , LOS ANGELES, CA, 90061-2731
CENTENNIAL ONE OF WASHINGTON, 5360 HOLIDAY TERRACE STE. 16A, , KALAMAZOO, MI, 49009
CENTRAL CALIFORNIA PRIVATE SECURITY 1929 FULTON STREET SUITE 109, , FRESNO, CA, 93721
CENTRAL PROTECTION 26492 SHANE DR., , LAKE FOREST, CA, 92630-5734
CENTURION PROTECTION SERVICES, INC. 3255 WILSHIRE BOULEVARD, SUITE 1030, LOS ANGELES, CA, 90010-5012
CHIEF PROTECTIVE SERVICES INC. PO BOX 1806, , CORONA, CA, 92878
CHRIS LOOMIS CONSULTATIONS A PRIVATE INVESTIGATIONS FIRM, PO BOX 660351, ARCADIA, CA, 91006
CISCO SECURITY AND PATROL P.O.BOX 80696, , RANCHO SANTA MARGARITA, CA, 92688
CITY NATIONAL SECURITY SERVS 6151 W CENTURY BLVD, SUITE 916, LOS ANGELES, CA, 90045
CITY SECURITY COMPANY 430 N. GARFIELD AVE., # 401, , ALHAMBRA, CA, 91801-2438
CIVATECH SOLUTIONS P.O. BOX 390531, , SAN DIEGO, CA, 92149
CLASS A UNLIMITED MARKETING 34443 FAIRVIEW DRIVE, , YUCAIPA, CA, 92399
CLASSIFIED SERVICES INC. ALLNET SECURITY GROUP, 6350 LAUREL CANYON BLVD., SUITE 307, NORTH HOLLYWOOD, CA, 91606
CLEVER PRODUCTS CORPORATION SECURITY PRODUCTS UNLIMITED, 7077 EL CAJON DRIVE, EL PASO, TX, 79912-4348
COLE PROTECTION GROUP INC 6709 LA TIJERA BLVD # 508, , LOS ANGELES, CA, 90045
COLEMAN SECURITY AND INVESTIGATIONS, INC., 5655 SILVER CREEK VALLEY RD., STE. 232, SAN JOSE, CA, 95138
COMMAND INTERNATIONAL SECURITYSERVICES SERVICES, 17124 PARTHENIA STREET, NORTHRIDGE, CA, 91325

COMMAND SECURITY CORPORATION 8929 S SEPULVEDA BLVD STE 300, , LOS ANGELES, CA, 90045
COMMONWEALTH INTERNATIONAL, IN 12356 BARRINGER ST., , S. EL MONTE, CA, 91733
COMPREHENSIVE SECURITY SERVICE 37485 FREMONT BLVD SUITE C, , FREMONT, CA, 94536
CONSOLIDATED OPPORTUNITIES INC 2024 W48TH STREET, , LOS ANGELES, CA, 90062
CONTACT SECURITY, INC. 3000 EAST BIRCH STREET, SUITE 111, BREA, CA, 92821
CONTINENTAL PROTECTION AGENCY 1999 SWEETWATER RD SUITE .B., , NATIONAL CITY, CA, 91950
CONTINUOUS QUALITY IMPROVEMENTSECURITY TRAINING SECURITY TRAINING, 5150 CANDLEWOOD ST SUITE 9D, LAKEWOOD, CA, 90712
CORNERSTONE SECURITY SOLUTIONS 4091 E LA PALMA AVE, SUITE D, , ANAHEIM, CA, 92807
COVENANT SECURITY & PATROL P.O. BOX 292, , ETIWANDA, CA, 91739-0292
CPS SECURITY SOLUTIONS 436 W. WALNUT STREET, , GARDENA, CA, 90248
CREATIVE ANSWERS, INC. 5777 WEST CENTURY BOULEVARD, SUITE 910, LOS ANGELES, CA, 90045
CYPRESS SECURITY LLC 452 TEHAMA STREET, , SAN FRANCISCO, CA, 94103
DALE L WRIGHT DISCRETE SECURITY SOLUTION, 9151 GARDEN GROVE, GARDEN GROVE, CA, 92844
DANIEL SMITH LSA SECURITY, 2710 ALPINE BLVD # O-203, ALPINE, CA, 91901
DDR DATALINE 10316 TOPANGA CANYON BLVD., , CHATSWORTH, CA, 91311-1291
DELOITTE CONSULTING LLP 2868 PROSPECT PARK DR., STE. 400, , RANCHO CORDOVA, CA, 95670-6065
DELTA GROUP SECURITY INC 19425 SOLEDAD CANYON RD, B-332, , CANYON COUNTRY, CA, 91351
DIGITAL ALLY INC. 7311 W 130TH STREET, SUITE 170, , OVERLAND PARK, KS, 66213
DIVISION PATROL 6648 RESEDA BLVD SUITE B, , RESEDA, CA, 91335
DON SMITH OPERATION PROTECTIVE SERVICES - OPS, POST OFFICE BOX 251885, LOS ANGELES, CA, 90025
DONNA HINTON GROUP ENTERPRISE 3452 ELM AVE 201, , LONG BEACH, CA, 90807
DRAKEN PRIVATE SECURITY 5806 JUAREZ AVE., , WHITTIER, CA, 90606
DRC EMERGENCY SERVICES, LLC 740 MUSEUM DRIVE, , MOBILE, AL, 36608
DUNCAN SECURITY CONSULTANTS, INC. 10315 WOODLEY AVE., STE. 118, , GRANADA HILLS, CA, 91344-6953
DVL SECURITY INC 6245 BROADMOOR DRIVE, , LA MESA, CA, 91942
DWIGHT HESTERSOUTHWEST TRAFFIC SECURITY 12631 E. IMPERIAL HWY SUITE B-214, , SANTA FE SPRINGS, CA, 90670
E.T. SECURITY INC. 7100 HAVENHURST STE PD1, , VAN NUYS, CA, 91406
EDDIE L GOODMAN CONFLICT RESOLUTION SECURITY TEAM, 17804 TAMCLIFF AVENUE, CARSON, CA, 90746
EDGE SECURITY GROUP 11317 COLLINS ST, , NORTH HOLLYWOOD, CA, 91601
EDNET CAREER INST. INC. EDNET CAREER INSTITUTE INC, 7301 TOPANGA CANYON BLVD STE 350, CANOGA PARK, CA, 91303

EHAB ZAKY GAP SECURITY SERVICES, 1451 RIMPAU AVENUE SUITE 217, CORONA, CA, 92879
ELITE TEAM SERVICES, IN. 1000 CORPORATE CENTER DR., SUITE 207, , MONTEREY PARK, CA, 91754
ENTREPRISE ARMS, INCORPORATED 15861 BUSINESS CENTER DR., , IRWINDALE, CA, 91706-2053
EP SECURITY SERVICES 436 WEST WALNUT, , GARDENA, CA, 90248
ESECURITYTOGO, LLC 3990 WESTERLY PLACE, SUITE 270, , NEWPORT BEACH, CA, 92660
EVANS SECURITY TRAINING ACAD 1501 W. EL SEGUNDO BLVD., , COMPTON, CA, 90222-1023
EXCALIBUR INC DBA GALAHAD 23638 LYONS AVENUE, #444, VALENCIA, CA, 91321
EXECUTIVE GROUP INTERNATIONAL 3345 WILSHIRE BLVD., STE. 515, , LOS ANGELES, CA, 90010-1819
FARNHAM SECURITY, INC 18986 SOLEDAD CANYON RD., , CANYON COUNTRY, CA, 91351-3360
FIRST ALARM SECURITY & PATROL INC 1111 ESTATES DRIVE, , APTOS, CA, 95003
FIRST INTERSTATE SECURITY INC 16200 VENTURA BLVD., SUETE 212, , ENCINO, CA, 91436-4644
FISHER EXECUTIVE PROTECTION 6671 SUNSET BLVD BLDG 1525 SUITE 3, , LOS ANGELES, CA, 90028
FLAMING SWORD PRIVATE SECURITY 943 E. 89TH ST., , LOS ANGELES, CA, 90002
FRANCO CONSULTING GROUP, INC. 1020 B STREET, SUITE 6, HAYWARD, CA, 94602
G2 PREMIER STAFF 5010 RIVERSIDE DRIVE, SUITE 300, IRVING, TX, 75039
G4S SECURE SOLUTIONS (USA) INC 4929 WILSHIRE BOULEVARD STE 601, , los angeles, CA, 90010
GALAXY COMPONENTS 5737 KANAN ROAD, SUITE 215, AGOURA HILLS, CA, 91301
GARY ALAGOZYAN CGA PROTECTION SERVICES, 18546 SHERMAN WAY STE 101, RESEDA, CA, 91335
GDI COMMUNICATIONS LLC PO BOX 1330, , VERDI, NV, 89439
GENERAL SECURITY SERVICE INC 14009 CRENSHAW BLVD., # D, , HAWTHORNE, CA, 90250-7816
GLOBAL COMMERCE 13311 KORNBLUM AVE., APT. 13, , HAWTHORNE, CA, 90250-6233
GLOBAL CUSTOM SECURITY INC 28632 ROADSIDE DR., STE. 125, , AGOURA HILLS, CA, 91301-6077
GLOBAL HAWK PROTECTION SERVICES, INC 515 S. FLOWER STREET, SUITE 3600, , LOS ANGELES, CA, 90071
GLOBAL INTEGRATED SOLUTIONS 28632 ROADSIDE DR., STE. 125, , AGOURA HILLS, CA, 91301-6077
GLOBAL LANGUAGE & CULTURE TRAINING ENTERPRISES, LLC, P.O. BOX 1578, HAWTHORNE, CA, 90250
GLOBAL PROTECTION SERVICE, LLC 24152 LYONS AVENUE, SUITE 211, , NEWHALL, CA, 91321-2442
GLOBAL PROTECTIVE SERVICES INC 501 SOUTH SPRING STREET SUITE 201, , LOS ANGELES, CA, 90013
GLOBAL SHIELD SECURITY 4924 BALBOA BOULEVARD SUITE 639, , ENCINO, CA, 91316
GOLDEN WEST K-9 25709 RYE CANYON RD., SUITE 103, VALENCIA, CA, 91355
GOLDEN WEST K-9 12502 VAN NUYS BLVD SUITE 215, , PACOIMA, CA, 91331

GPS INTERNATIONAL TECHNOLOGIESINC 4364 BONITA RD., SUITE 334, , BONITA, CA, 91902
GREEN KNIGHT SECURITY 20707 ANZA AVE #153, , TORRACE, CA, 90503
GUARANTEE SECURITY SERVICE 233 A SOUTH MARKET STREET,SUITE 105, , INGLEWOOD, CA, 90301
GUARDIAN EAGLE SECURITY INC. 4311 WILSHIRE BLVD., STE. 419, , LOS ANGELES, CA, 90010-3713
HAMILTON SECURITY SERVICES 23890 COPPER HILL DR., SUITE 259, , VALENCIA, CA, 91354
HARD-SOFT COMPU LAB 15909 GARD AVE, UNIT-26, , NORWALK, CA, 90650-6972
HARRISON ORGANIZATION, INC HA SECURITY SERVICES GROUP, PO. BOX 367, RANCHO CUCAMONGA, CA, 91739
HAWKS INTERNATIONAL SECURITY 8448 RESEDA BLVD., STE. 207, , NORTHRIDGE,, CA, 91324
HIGH POINT COMMUNICATIONS 21534 DEVONSHIRE ST., I-244, , CHATSWORTH, CA, 91311
HIGH POINT COMMUNICATIONS PI RESOURCES, 21534 DEVONSHIRE ST I-224, GRANADA HILLS, CA, 91344
HIGH QUALITY SECURITY 15480 ARROW HWY., UNIT. 203, , BALDWIN PARK, CA, 91706
HIGH TECH SYSTEMS 8616 LA TIJERA BLVD., SUITE 114, , LOS ANGELES, CA, 90045
HIGHCOM SECURITY INC. 27 MAIDEN LN., , SAN FRANCISCO, CA, 94108-5415
HMI ASSOCIATES INC. 6400 CANOGA AVE., STE. 300, , WOODLAND HILLS, CA, 91367-2466
HOLLYWOOD PRODUCTION SECURITY 6520 PLATT AVE STE 681, , WEST HILLS, CA, 91307
HPK SECURITY & INTELLIGENCE SOLUTIONS, 7326 CHIPPEWA TR, YUCCA VALLEY, CA, 92284
HWA, INC 1809 7TH AVE STE. 1400, , SEATTLE, WA, 98101
HYLTON SECURITY INCORPORATED 1015 2ND STREET, 2ND FLOOR, SACRAMENTO, CA, 95814
IDEAL PROTECTIVE SERVICES PO BOX 71191, , OAKLAND, CA, 94612-7291
IN THE BALANCE CPR SERV, INC 411 W. AVE J-5, 566 LANCASTER BLVD, LANCASTER, CA, 93534
INFINITY PROTECTION SERVICES 468 NORTH CAMDEN DRIVE, SUITE 200, BEVERLY HILLS, CA, 90210
INT'L INSTITUTE OF FORENSICSCIENCE 10-4 PATROL SVS 155 W. HOSPITALITY LANE, SUITE 210, SAN BERNARDINO, CA, 92408
INTEGRATED SECURITY SERVICES, INC 305 MADISON AVENUE SUITE 1563, SUITE 1563, NEW YORK, NY, 10165-1016
INTER-CON SECURITY SYSTEMS INC 210 S. DE LACEY AVE., , PASADENA, CA, 91105-2048
INTERNATIONAL PROTECTIVE SERVICES, INC. SECURITY AND INVESTIGATIONS, 3771 W. 242ND STREET, SUITE 205, TORRANCE, CA, 90505-6566
INTERNATIONAL PROTECTIVE SERVICES, INC. DEBTOR IN POSSESSION, 3771 W 242ND STREET SUITE 205, TORRANCE, CA, 90505-6566
INTERNATIONAL PROTECTIVE SERVICES, INC. DBA INTERNATIONAL SERVICES INC, PO BOX 894079, LOS ANGELES, CA, 90189-4079
INTERNATIONAL SECURITY ACADEMY INC. (ISA) 9233 W. PICO BLVD., STE. 201, LOS ANGELES, CA, 90035
IPVISION, INC. 3562 E 42ND STRAVENUE, , TUCSON, AZ, 85713
IVEDA SOLUTIONS 1201 S ALMA SCHOOL STE 4450, , MESA, AZ, 85210

J.P. MORGAN SECURITIES LLC 270 PARK AVENUE, , NEW YORK, NY, 10017
J.P. MORGAN SECURITIES LLC PO BOX 29271, , NEW YORK, NY, 10087-9271
JAG PROFESSIONAL RESOURCES 12260 GREEN MEADOW DRIVE, SUITE D, COLUMBIA, MD, 21044
JANI-SERV, INC. 320 EAST 10TH DRIVE SUITE P, , MESA, AZ, 85210
JDZ HOLLYWOOD INC A-LIST EVENTZ, 1221 WEST 3RD ST SUITE 158, LOS ANGELES, CA, 90017
JMN INVESTIGATIONS, LLC 5 1/2 W. PINE STREET, SUITE 6, LODI, CA, 95241
JOB1USA 701 JEFFERSON AVE, , TOLEDO, OH, 43604
JOSE A TELLEZ LEVEL 9 SECURITY SERVICES, 9020 E. SLAUSON AVENUE, SUITE #206, PICO RIVERA, CA, 90660
KING STAR SECURITY PATROL INC 4221 WILSHIRE BLVD., SUITE 290-22, , LOS ANGELES, CA, 90010-3512
KINGDOM SECURITY, INC. 4974 EL CAJON BLVD., SUITE G, , SAN DIEGO, CA, 92115
KNIGHT TIME SECURITY SERVICES 545 S ARDMORE AVE #143, , LOS ANGELES, CA, 90020
KNOWLES SECURITY, INC. 425 W. ALLEN AVE. #111, , SAN DIMAS, CA, 91773
L.A. ELECTRICOM 219 THOMPSON AVENUE, , CHATSWORTH, CA, 91311
LA CONSULTING AND MANAGEMENT PO BOX 156, , WALNUT, CA, 91788-0156
LA FEDERAL ARMORED SVCS INC 676 MATEO ST, , LOS ANGELES, CA, 90021-1325
LA GUARDIA SECURITY INC. 504 N. MACLAY AVE., , SAN FERNANDO, CA, 91340
LA NOUR SECURITY SERVICES 13079 E. ARTESIA BLVD., SUITE B103, , CERRITOS, CA, 90703
LAUNCH PAD TECHNOLOGIES INC ENTRANCE CONTROLS, 2829 N. GLENOAKS BLVD., 106-188, BURBANK, CA, 91504
LEE MARVIN ALLEN SR AT YOUR SERVICE DETECTIVE AGENCY, 1206 S. WADSWORTH AVE, COMPTON, CA, 90220
LEGACY PRIVATE SECURITY SERV. 8520 WOODLEY AVE, , NORTH HILLS, CA, 91343
LEGACY PROTECTIVE SERVICES 1185 PARK CENTER DRIVE STE H, , VISTA, CA, 92081
LEO PROTECTION SERVICES 15375 BARRANCA PWKY BLDG. D, , IRVINE, CA, 92618
LESLIE BAILEY SOUTHLAND TACTICAL OPERATION, 7706 PASO ROBLES AVENUE, VAN NUYS, CA, 91406-2143
LIBERTY PROTECTION & INV 7006 MAGNOLIA AVE SUITE 136, , RIVERSIDE, CA, 92506
LINCOLN SECURITY SERVICE,INC. 14103 PARK PL., , CERRITOS, CA, 90703-2405
LOBBY TRAFFIC SYSTEMS, INC. 3921 E. LA PALMA AVE., STE. M, , ANAHEIM, CA, 92807-1718
M2 COMPANIES INC. FLAIR SECURITY PRODUCTS, 800 PALOMARES AVE, LA VERNE, CA, 91750
MARIE ARMENTAMBA COUNSULTING SERVICES 4355 AVON DRIVE, , SAN DIEGO, CA, 91941
MARINO AND ASSOCIATES 26642 TORREY PINES DRIVE, , NEWHALL, CA, 91321
MARQUES JOHNSON 6712 KNOTT AVE, , BUENA PARK, CA, 90621

MASTER LIGHTNING SECURITY SOLUTIONS 303 W MANCHESTER BLVD # 203, , INGLEWOOD, CA, 90301
MASTERS PROTECTION PRIVATE SECURITY, 2063 S. ATLANTIC BLVD., SUITE 303, MONTEREY PARK, CA, 91754
MCROBERTS PROTECTIVE AGENCY, I 1985 SWARTHMORE AVE., STE. 7, LAKEWOOD, NJ, 08701
METROGUARD USA INC 9601 OWENSMOUTH AVE, , CHATSWORTH, CA, 91311
MEZAR CHAKWA VINDICO PROTECTION SERVICE INC, 333 CITY BOULEVARD WEST 17TH FLOOR, ORANGE, CA, 92868
MICROPOWER TECHNOLOGIES 4350 EXECUTIVE DRIVE, , SAN DIEGO, CA, 92121
MILLENNIUM BETTER SECURITY 3460 WILSHIRE BLVD, SUITE 1230, LOS ANGELES, CA, 90010
MILLENNIUM SECURITY SERVICES, INC. 3550 WILSHIRE BLVD, SUITE 1728, LOS ANGELES, CA, 90010
MISTER JACKS PRIVATE PATROL 4851 SAN VICENTE BLVD., APT. 8, POB 69483, LOS ANGELES, CA, 90019-2944
MOBILE GLOBE SECURITY INC. P.O. BOX 16776, , ENCINO, CA, 91416
MORAN & ASSOCIATES AA COMPUTERS, PO BOX 13271, TORRANCE, CA, 90503
MOTOR PROTECTIVE SERVICES INC. 12632 BLOOMFIELD AVE, , NORWALK, CA, 90650
MUNICIPAL EMERGENCY SERVICES INC 75 GLEN RD. SUITE #207, , SANDY HOOK, CT, 06482
MUNICIPAL EMERGENCY SERVICES INC 9265 CHESAPEAKE DRIVE STE A, , SAN DIEGO, CA, 92123
MUNICIPAL EMERGENCY SERVICES INC 75 REMITTANCE DRIVE STE 3135, , CHICAGO, IL, 60675
NASTEC INTERNATIONAL 5000 N PARKWAY CALABASAS, SUITE 106, CALABASAS, CA, 91302
NATIONAL BUSINESS INVESTIGATIONS INC MINDERS PROTECTIVE SVS, 24910 LAS BRISAS ROAD STE 105, MURRIETA, CA, 92562
NATIONAL GROUP SECURITY, INC 3333 WILSHIRE BOULEVARD, STE 511, , LOS ANGELES, CA, 90010
NATIONAL PRIVATE SECURITY 19659 VENTURA BLVD., , TARZANA, CA, 91386
NATIONWIDE GUARD SERVICES, INC 9327 FAIRWAY VIEW PL STE 200, , RANCHO CUCAMONGA, CA, 91730
NATURAL IMPACT INTERNATIONAL 264 S. LA CIENEGA # 958, , BEVERLY HILLS, CA, 90211-3302
NCLN20 PO BOX 69, , LAFAYETTE, CA, 94549
NEW ERA SERVICES INC 1736 E CHARLESTON BLVD, SUITE164, LAS VEGAS, NV, 89104
NEW JACK INDUSTRIES 2613 MANHATTAN BEACH BLVD, SUITE 100, REDONDO BEACH, CA, 90278
NISCAYAH INC 16870 VALLEY VIEW AVE., , LA MIRADA, CA, 90638-5825
NISCAYAH INC PO BOX 644346, , PITTSBURGH, PA, 15264-4346
NOBLE KNIGHT HOLDINGS CORP 270 EAST DOUGLAS AVE, , EL CAJON, CA, 92020
NORTH AMERICAN SECURITY, INC 1801 BEVERLY STREET, , LOS ANGELES, CA, 90057
NORTHBOUND PRIVATE SECURITY 904 SILVER SPUR RD #457, , ROLLING HILLS ESTATES, CA, 90274-3800
NU-WAY SECURITY AND INVESTIGATIVE SERVICES INC, 16899 B STREET, VICTORVILLE, CA, 92395-3217

OFFICE OF SPECIAL INVESTIGATIONS, P.O. BOX 2194, COLTON, CA, 92324-0810
OLYMPIC INTERNATIONAL SECURITYINC. 6980 ARAGON CIRCLE # 4, , BUENA PARK, CA, 90620
OLYMPIC INTERNATIONAL SECURITYINC. 18812 CORBY AVE, , ARTESIA, CA, 90701
OMNI INTERNATIONAL PROTECTIVE DIVISION INCORPORATED DIVISION INCORPORATED, P.O. BOX 472, ARTESIA, CA, 90702
OMNI PROTECTIVE SERVICES, INC. OMNI PROTECTIVE SERVICES, INC., 4322 WILSHIRE BLVD STE 107, LOS ANGELES, CA, 90010
OMT SECURITY, INC 6557 BRIGHT AVE., , WHITTIER, CA, 90601-4504
OPSEC SPECIALIZED PROTECTION SECURITY OFFICERS AND PATROL, 44262 DIVISION ST., STE. A, LANCASTER, CA, 93535-3548
OSCAR A GAMEZ 3666 E. 3RD ST., , LOS ANGELES, CA, 90063-2409
OUTSOURCE COMPANY INC 5322 CRENSHAW, , LA, CA, 90043
PACIFIC NATIONAL SECURITY, INC 3719 S. ROBERTSON BLVD., , CULVER CITY, CA, 90232
PACIFIC PROTECTION SERVICES INC. 22144 CLARENDON STREET, SUITE 110, WOODLAND HILLS, CA, 91367
PACIFIC SECURITY SYSTEMS, INC 9744 MAPLE ST., STE. 101, , BELLFLOWER, CA, 90706-5889
PATRIOT INTERNATIONAL, LLC 31805 HWY 79 S #179, , TEMECULA, CA, 95292-5870
PC TECHSYSTEMS, INC. 2521 CANADA BLVD, , GLENDALE, CA, 91208
PEDUS SERVICE 601 POTRERO GRANDE DR., , MONTEREY PARK, CA, 91755-7407
PERFECT PROTECTIVE SERVICES 39322 LONGHORN COURT, , PALMDALE, CA, 93551
PEXIS CORPORATION 3659 INDIA STREET, SUITE 201, , SAN DIEGO, CA, 92103-4767
PHIL-AM SECURITY 944 OASIS DRIVE, , TORRANCE, CA, 90502
PHOENIX PATROL, INC. 146 S MAIN STREET #L266, , ORANGE, CA, 92868
PINKERTON CONSULTING & INVESTIGATIONS, 2001 JEFFERSON DAVIS HIGHWAY, STE. #407, ARLINGTON, VA, 22202
PLATINUM SECURITY, INC. 1640 S SEPULVEDA BLVD STE 510, , LOS ANGELES, CA, 90025
PLATINUM VAULT SECURITY SOLUTIONS, 10554 NORWALK BLVD., SANTA FE SPRINGS, CA, 90670-3836
PLEXICOR 3598 CADILLAC AVE., , COSTA MESA, CA, 92626-1449
POLICE OFFICERS, INC. 365 E. AVENIDA DE LOS ARBOLES, SUITE 129, THOUSAND OAKS, CA, 91360
PREFERRED RESPONSE SECURITY 34424 WILSHIRE BLVD., SUITE 110, , LOS ANGELES, CA, 90010
PRIME SECURITY 1630 CENTINELA AVE., STE. 209, , INGLEWOOD, CA, 90302-6948
PRIVATE CHOICE SECURITY 1601 N. SEPULVEDA BLVD. # 721, , MANHATTAN BEACH, CA, 90266-5111
PROBE, INC 8519 W. SUNSET BLVD., , WEST HOLLYWOOD, CA, 90069-2309
PROFESSIONAL PARKING 2301 STANLEY, , SIGNAL HILL, CA, 90755
PROSEC PROTECTION SYSTEMS INC 1985 SWARTHMORE AVE., STE. 7, , LAKEWOOD, NJ, 08701-4554

PROSEC PROTECTION SYSTEMS INC MCROBERTS SECURITY TECHNOLOGIES, 46 THROCKMORTON STREET, FREEHOLD, NJ, 07728
PRUDENTIAL SECURITY 1830 W. OLYMPIC BLVD., STE. 202, , LOS ANGELES, CA, 90006-3734
PSI GROUP INC 3117 S. LABREA AVE, , LOS ANGELES, CA, 90016
PUBLIC SECURITY INC 3860 CRENSHAW BL STE217, , LOS ANGELES, CA, 90008
QUALITY INVESTIGATIONS INC 5720 S VALLEY VIEW, SUITE 100, LAS VEGAS, NV, 89118
QUALITY SECURTIY SERVICE, INC 16101 VENTURA BLVD, SUITE 315, , ENCINO, CA, 91436
QUARTERMASTER LLC 17600 FABRICA WAY, , CERRITOS, CA, 90703-7015
QUARTERMASTER LLC 17600 FABRICA WAY., , CERRITOS, CA, 90703-7015
RECON INDUSTRIES CALIFORNIA SAFETY AGENCY, 8932 KATELLA #108, ANAHEIM, CA, 92804
REGIONAL PATROL SERVICES 4523 W AVE L, , QUARTZ HILL, CA, 93536-4330
RELIANT PROTECTIVE SERVICES 611 WILSHIRE BLVD., STE. 1010, LOS ANGELES, CA, 90017
RESIDENTIAL & COMMERICAL SECURRESCOM 1301 DOVE ST., SUITE 420, NEWPORT BEACH, CA, 92660
RICHMAN MANAGEMENT CORPORATION HERITAGE SECURITY SERVICES, 1260 MORENA BLVD. SUITE 200, SAN DIEGO, CA, 92110
RODBAT MANAGEMENT, INC. 8125 SOMERSET BLVD., , PARAMOUNT, CA, 90723
RODGERS PROTECTION GROUP LLC. 2851 W. 120TH ST., SUITE E513, , HAWTHORNE, CA, 90250-3395
RONALD P FLORES ACE PARTNERS, 305 SEQUOIA DR, PASADENA, CA, 91105
ROYAL SECURITY SERVICE 7120 HAYVENHURST AVE, #113, VAN NUYS, CA, 91406
RTP SECURITY 21209 BLOOMFIELD AVE., , LAKEWOOD, CA, 90715-2368
S&L SECURITY, INC. 3280 INDUSTRY DRIVE, , SIGNAL HILL, CA, 90755
SAFEWAY SECURITY & PATROL 11674 GATEWAY BOULEVARD, SUITE C, LOS ANGELES, CA, 90064
SAMPSON SECURITY GROUP 33221 CHRISTINA DRIVE, , DANA POINT, CA, 92629
SAYRES AND ASSOCIATES WORLD TRADE CENTER, SUITE 800, WORLD TRADE CENTER, LONG BEACH, CA, 90831-0800
SCORPION SERVICES INC. 255 S. GRAND AVE, SUITE 202, LOS ANGELES, CA, 90012
SCOTLAND YARD INVESTIGATIONS 8614 TOPANGA CANYON BLVD, , CANOGA PARK, CA, 91304-2349
SCOTLAND YARD INVESTIGATIONS 8614 TOPANGA CANYON BLVD, , CANOGA PARK, CA, 91304
SCOTLAND YARD INVESTIGATIONS 433 N CAMDEN DR STE 600, , BEVERLY HILLS, CA, 90210
SCOTLAND YARD INVESTIGATIONS 8484 WILSHIRE BLVD STE 220, , BEVERLY HILLS, CA, 90211
SECURE NET PROTECTION 400 S. VICTORY BLVD. STE. 308, , BURBANK, CA, 91502
SECURISTAR, INC 3250 WILSHIRE BOULEVARD, SUITE 812, LOS ANGELES, CA, 90010
SECURITAS SECURITY SERVICES 2100 S STATE COLLEGE BLVD, , ANAHEIM, CA, 92806

SECURITECH SECURITY SERVICES, INC. 3550 WILSHIRE BL. SUITE 920, , LOS ANGELES, CA, 90010
SECURITY CODE 3 INC. 1735 N. FIRST ST. SUITE 104, , SAN JOSE, CA, 95112-3317
SECURITY DISTRIBUTION & 214 MAIN STREET, #162, EL SEGUNDO, CA, 90245-3803
SECURITY PATROL MANAGEMENT & SERVICES 24830 EVENING SHADOW CT., , MORENO VALLEY, CA, 92557
SECURITY PATROL MANAGEMENT CORPORATION 2930 W. IMPERIAL HWY, STE 508, , INGLEWOOD, CA, 90303
SECURITY PRIVATE INVESTIGATIVE(SPI) GROUP INC. (SPI) GROUP INC., 1814 COMMERCENTER WEST, SUITE H, SAN BERNARDINO, CA, 92324
SECURITY SIGNAL DEVICES, INC. 1740 N. LEMON ST., , ANAHEIM, CA, 92801-1007
SECURITYPRO USA - SECURITY 20/20 10530 VENICE BLVD, , LOS ANGELES, CA, 90232
SEGURA SECURITY SERVICES 1011 WEST MCCOY LANE, , SANTA MARIA, CA, 93455
SENTINEL ONE SOLUTIONS 2701 EAST CHAPMAN AVE STE 109, , FULLERTON, CA, 92831
SHAW, SEGRAVES & ASSO. 21601 DEVONSHIRE ST #317, , CHATSWORTH, CA, 91311
SHIELD SECURITY, INC. 425 S.VICTORY BLVD., , BURBANK, CA, 91502-2394
SIEMENS INDUSTRY INC 10775 BUSINESS CENTER DR., , CYPRESS, CA, 90630-5219
SIEMENS INDUSTRY INC PO BOX 360766, , PITTSBURGH, PA, 15250-6766
SIEMENS INDUSTRY INC 7850 COLLECTION CENTER DR, , CHICAGO, IL, 60693
SIEMENS INDUSTRY INC 10775 BUSINESS CENTER DR., , CYPRESS, CA, 90630-5219
SIEMENS INDUSTRY INC PO BOX 2715, , CAROL STREAM, IL, 60132
SIEMENS INDUSTRY INC 1266 N. LA LOMA CIRCLE, , ANAHEIM, CA, 92806
SILVER HAWK SECURITY, INC. 646 S. BARRINGTON AVE., , LOS ANGELES, CA, 90049
SIMEON SAIURMIM DJOKO NG AND JONG PARADY SECURITY, 44303 SUNMIST COURT, LANCASTER, CA, 93535
SIPRA CORP 14449 MALLARD MEADOWS LN., , PRATHER, CA, 93651
SIX TWO ENTERPRISES INC LOS ANGELES EXCUTIVE SECURITY GROUP, 335 E ALBERTONI ST 200-667, CARSON, CA, 90746
SLICKROCK MARKETING CBG SAFETY PRODUCTS, 5204 44TH AVE S, MINNEAPOLIS, MN, 55417
SOLUTIONS GROUP INTERNATIONAL 9663 SANTA MONICA BLVD SUITE 175, , BEVERLY HILLS, CA, 90210
SONITROL OF LONG BEACH 370 CRENSHAW BLVD., STE. E106, , TORRANCE, CA, 90503-1728
SOUTHWEST PATROL, INC. 838 NO. DIAMOND BAR BLVD, , DIAMOND BAR, CA, 91765
SPECTRUM SURVEILLANCE SYSTEMS 4508 CRENSHAW BLVD., , LOS ANGELES, CA, 90043
SPRY CONTROL LLC 35 BUTLER STREET, , IRVINE, CA, 92612
SSS INC 9209 S. COLIMA ROAD, SUITE 1000, , WHITTIER, CA, 90605
STAFF PRO 15272 NEWSBOY CIRCLE, , HUNTINGTON BEACH, CA, 92694

STANDARD PARKING CORPORATION 1000 SOUTH FREMONT AVENUE, , ALHAMBRA, CA, 91803
STANDARD PARKING CORPORATION 3435 WILSHIRE BLVD., , LOS ANGELES, CA, 90010-1901
STANDARD PARKING CORPORATION 5120 W. GOLDLEAF CIR., STE. 110, , LOS ANGELES, CA, 90056-1292
STANDARD PARKING CORPORATION 11701 S. LA CIENEGA BLVD., 1ST FLOOR, LOS ANGELES, CA, 90045-6260
STANDARD PARKING CORPORATION 100 OCEANGATE, STE. G-29, , LONG BEACH, CA, 90802-4375
STANDARD PARKING CORPORATION 1000 S. FREMONT AVE., STE. 109 UNIT 1, UNIT 1,, ALHAMBRA, CA, 91803-8800
STANDARD PARKING CORPORATION 3530 WILSHIRE BLVD., STE. 670, LOS ANGELES, CA, 90010-2342
STANDARD PARKING CORPORATION 1055 WEST 7TH STREET SUITE 1500, , LOS ANGELES, CA, 90017
STAR ALLIANCE SECURITY 15072 FAIRHAVEN DR, , FONTANA, CA, 92336
STAR ALLIANCE SECURITY, INC 15072 FAIRHAVEN DR, , FONTANA, CA, 92336
STAR PARTNERS SECURITY SERVICES INC, 823 MARIN ST, VALLEJO, CA, 94590
STARS & STRIPES PROTECTIVE SVC 1830 W. BURBANK BLVD., , BURBANK, CA, 91506
STARSIDE SECURITY & INVEST., 1930 S. BREA CANYON RD., STE. 220, , DIAMOND BAR, CA, 91765-4011
STATE ORGANIZATIONS INC CITY PRIVATE SECURITY, 6320 CANOGA AVE 15TH FLOOR, WOODLAND HILLS, CA, 91367
STEALTH SECURITY SERVICES, INC 1564 FITZGERALD DRIVE, SUITE 118, PINOLE, CA, 94564
STRATEGIC FACILITY SOLUTIONS, INC. 28 SALT SPRAY DRIVE, , LAGUNA NIGUEL, CA, 92677
SUPPORT SERVICES OF AMERICA INC, 12440 FIRESTONE BLVD., STE. 312, NORWALK, CA, 90650-4399
SUPREME INVESTIGATION AND SECURITY AGENCY - SISA 5187 KNOLLWOOD WAY, , WOODLAND HILLS, CA, 91364
SURVEILLANC,PROTECTION & INVESTHE SP&I GROUP, INC 1843 BUSINESS CENTER DEIVE, , DUARTE, CA, 91010-2902
SYED KHURSHEED HUSSAIN RUBICON SECURITY SYSTEM, 3419 JASMINE AVE SUITE #11, LOS ANGELES, CA, 90034
TANDEM PRIVATE SECURITY INC 12188 CENTRAL AVE #145, , CHINO, CA, 91710
TATTLETALE PORTABLE ALARM SYSTEMS, INC 6269 FROST RD, , WESTERVILLE, OH, 43082
TEC PRO LTD 816 E WHITNEY ROAD, , ANCHORAGE, AK, 99501
TELAERIS, INC. 9123 CHESAPEAKE DR., , SAN DIEGO, CA, 92123
THE ALPHA OMEGA GROUP SEC INC 2930 W IMPERIAL HWY SUITE 203, , INGLEWOOD, CA, 90303
THE CENTURION GROUP 5435 CAHUENGA BOULEVARD SUITE B, , NORTH HOLLYWOOD, CA, 91601
THE LANCHIESTER GROUP TLG SECURITY SERVICES, 37053 CHERRY STREET #210, NEWARK, CA, 94560
THE NATIONWIDE SECURITY GROUP INC (DBA) SECURE TASK) 6016 FALLBROOK AVE, 202, WOODLAND HILLS, CA, 91367
THE PAR 3 GROUP 101 ATLANTIC AVE., STE. 104, LONG BEACH, CA, 90802
THE RONIN GROUP INC 530 SOUTH LAKE AVENUE, # 296, PASADENA, CA, 91106

THE SANDWILLO GROUP PO BOX 40, , UPLAND, CA, 91785
THE STAY SAFE STORE 3941 PARK DR., STE. 20 # 297, , EL DORADO HILLS, CA, 95762-4549
THOMAS PROTECTIVE SERVICE INC. 2530 CORPORATE PL., SUITE A-210, MONTEREY PARK, CA, 91754
THREAT ANALYSIS GROUP, LLC P.O. BOX 16640, , SUGARLAND, TX, 77496
THREAT MANAGEMENT & PROTECTIONINC. PO BOX 5640, , HUNTINGTON BEACH, CA, 92615-5640
TIER 1 SECURITY 1352 IRVINE BLVD SUITE 213, , TUSTIN, CA, 92780
TIMOTHY A SCOTT SOELCH PROPERTIES LLC, 8200 LYNCH ROAD, DETROIT, MI, 48234
TOP SECURITY PATROL, INC. 4221WILSHIRE BL.#290-1, , LOS ANGELES, CA, 90010-3512
TOSKA ADVANCED SECURITY GROUP 774 N LAKE AVE, , PASADENA, CA, 91104
TUTELA INC. 12892 WESTERN AVE, , GARDEN GROVE, CA, 92841
TUTELA INC. 117 INDIGO DRIVE, , BRUNSWICK, GA, 31525
TWIN VALET PARKING, INC. 1309 MAGNOLIA BLVD, , BURBANK, CA, 91506
U. S. SECURITY ASSOCIATES 200 MANSELL COURT, , ROSWELL, GA, 30076-4852
U. S. SECURITY ASSOCIATES 5900 S. EASTERN AVE STE 108, , COMMERCE, CA, 90040
ULTIMATE SECURITY SERVICES, INC 5250 WEST CENTURY BLVD, SUITE 502, , LOS ANGELES, CA, 90045
UNADI INC 4345 EAST LOWELL,SUITE A, , ONTARIO, CA, 91761
UNIFIED PROTECTIVE SERVICES, INC. 4431 WEST ROSECRANS AVENUE SUITE#200, , HAWTHORNE, CA, 90250
UNITED SECURITY AGENCY DBA: PATRIOT PROTECTION SERVICES 151 S 9TH AVE. SUITE J, , CITY OF INDUSTRY, CA, 91746
UNITED STATES SHOOTING ACADEMY INC 6500 E 66TH ST N, , TULSA, OK, 74117
UNIVERSAL PROTECTION SERVICES 1551 NORTH TUSTIN AVENUE, SUITE 650, , SANTA ANA, CA, 92705
URBAN PROTECTIVE SERVICES 2719 WILSHIRE BLVD SUITE 200, , SANTA MONICA, CA, 90403
US COMMUNICATIONS SERVICE 420 WEST LAMBERT ROAD UNIT D, , BREA, CA, 92821
US GUARDS COMPANY, INC 2021 N. MARIANNA AVE., , LOS ANGELES, CA, 90032-4009
US METRO GROUP, INC. 605 S. WILTON PLACE, , LOS ANGELES, CA, 90005
US METRO GROUP, INC. 3171 W. OLYMPIC BLVD. #553, , LOS ANGELES, CA, 90006
US PRIVATE PROTECTION SECURITY 5555 INGLEWOOD BLVD SUITE 205, , CULVER CITY, CA, 90230
V.I.P. SECURITY SERVICES INC. 8774 SEPULVEDA BLVD., STE. 2, , NORTH HILLS, CA, 91343-5158
VANCE A GARDA COMPANY 2400 W DUNLAP AVE, STE 225, PHOENIX, AZ, 85021
VENUE MANAGEMENT SYSTEMS INC 577 W COVINA BLVD, , SAN DIMAS, CA, 91773
VER-O-ROSES MAINTENANCE, INC. DBA - AVOR, 2429 AGOSTINO DR., ROWLAND HEIGHTS, CA, 91748-4318

VERNON SECURITY INC 15317 PARAMOUNT BLVD., SUITE 210, PARAMOUNT, CA, 90723
VETERAN SECURITY P. O. BOX 248, , APPLE VALLEY, CA, 92307
VHP CORPORATION PO BOX 1623, , UPLAND, CA, 91785-1623
VIABLE ALTERNATIVES CORPORATION 1040 NOEL DRIVE, SUITE 207, , MENLO PARK, CA, 94025
VICTORY PROTECTIVE SERVICES, INC. 9245 LAGUNA SPRINGS DRIVE, SUITE 200, ELK GROVE, CA, 95758
VINCENT WARD TOP NOTCH W/A BLESSED, PO BOX 44064, LOS ANGELES, CA, 90044
VIOLETA, INC. TECH CCTV, 6320 CANOGA AVENUE, 15TH FLOOR, WOODLAND HILLS, CA, 91367
VORIZON SECURITY 2135 S. HICKORY AVE., , ONTARIO, CA, 91762
WD ENTERPRISE, INC PO BOX 8804, , WICHITA, KS, 67208-0804
WE SERVICE AMERICA, INC. 10311 S. LA CIENEGA BLVD., , LOS ANGELES, CA, 90045
WEISER SECURITY SERVICES INC 13001 RAMONA BLVD SUITE A, , IRWINDALE, CA, 91706
WESCOTT COMPANY 4800A COLLEY AVE, , NORFOLK, VA, 23508-2162
WEST COAST PROTECTION SERVICES. 4311 WILSHIRE BLVD. SUITE 506, , LOS ANGELES, CA, 90010
WEST COAST SECURITY,INC 752 CHARCOT AVE., , SAN JOSE, CA, 95131-2223
WEST COAST SERVICE & INTEGRATION, INC. 85 SAN RAPHAEL, , MONARCH BEACH, CA, 92629
WESTERN SECURITY, INC. 6850 VAN NUYS BLVD., STE. 110, , VAN NUYS, CA, 91405-4629
WIFIEYE, INC. 6707 W. GOSHEN AVE, PO BOX 7630, VISALIA, CA, 93290-7630
WILCO MANAGEMENT INTERNATIONAL INC PO BOX 2187, , HELENDALE, CA, 92342-2187
WORLD PRIVATE SECURITY 16921 PARTHENIA STREET SUITE 201, , NORTHRIDGE, CA, 91343
WPB ENTERPRISES 1850 WHITLEY AVENUE, SUITE 1203, HOLLYWOOD, CA, 90028
WSA SECURITY 10311 S LA CIENEGA BLVD, , LOS ANGELES, CA, 90045
WSA SERVICES 10311 LA CIENEGA BOULEVARD, , LOS ANGELES, CA, 90045
WSI SECURITY 2448 GRAMERCY PARK, , LOS ANGELES, CA, 90018
XEROX STATE AND LOCAL SOLUTIONS 1800 M STREET N.W. 7TH FLOOR, , WASHINGTON, DC, 20036
XEROX STATE AND LOCAL SOLUTIONS 1800 M STREET NW, SUITE 800, WASHINGTON, DC, 20036
XEROX STATE AND LOCAL SOLUTIONS PO BOX 201322, , DALLAS, TX, 75320-1322
XEROX STATE AND LOCAL SOLUTIONS METRO EXPRESSLANES, 500 W 190TH STE 100, GARDENA, CA, 90248
XEROX STATE AND LOCAL SOLUTIONS 21415 PLUMMER STREET, SUITE "B", CHATSWORTH, CA, 91311-4142
XEROX STATE AND LOCAL SOLUTIONS 1400 S GRAND AVENUE, , SANTA ANA, CA, 92705
XEROX STATE AND LOCAL SOLUTIONS 1200 K STREET NW, ACCOUNTING 12TH FLOOR, WASHINGTON, DC, 20005

XEROX STATE AND LOCAL SOLUTIONS 5301 WHITTIER BLVD., STE. 200, , LOS ANGELES, CA, 90022-4038
XEROX STATE AND LOCAL SOLUTIONS 215 W. POMONA BLVD., # 300, , MONTEREY PARK, CA, 91754-7146
XEROX STATE AND LOCAL SOLUTIONS 1501 E. SAINT ANDREW PL., SECOND FLOOR, SANTA ANA, CA, 92705-4930
XEROX STATE AND LOCAL SOLUTIONS 606 SOUTH OLIVE ST. SUITE 2300, , LOS ANGELES, CA, 90014
XEROX STATE AND LOCAL SOLUTIONS ACS GOVERNMENT SOLUTIONS - CFS/WCS, 1410 SOUTH BROADWAY SUIE C, SANTA MARIA, CA, 93454
YUNIQUE SECURITY & PATROL 722 VILLA RIDGE DR., , GARLAND, TX, 75043

EXHIBIT 7

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: Nu-Way Security and Investigative Services, Inc.

☐ I AM NOT
☒ I AM

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

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

My County (WebVen) Vendor Number: 15070201

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

Total Number of Employees (including owners). 25

Race/Ethnic Composition	Owners/Partners/ Associate Partners		Managers		Staff	
	Male	Female	Male	Female	Male	Female
Black / African American	1		1		1	1
Hispanic / Latino						
Asian or Pacific Islander						
American Indian/ Alaskan Native						
Filipino American						
White						

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

	Black / African American	Hispanic/ Latino	Asian or Pacific Islander	American Indian/ Alaskan Native	Filipino American	White
Men	100 %	%	%	%	%	%
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
CUCP			X		2017
Supplier Clearinghouse	X				2016

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:	Date:
	President	June 10 2013

78331

CONTRACT

BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

NU-WAY SECURITY & INVESTIGATIVE SERVICES, INC.

FOR

SECURITY SERVICES AT

NORTH REGION

CONTRACT PROVISIONS
TABLE OF CONTENTS

PARAGRAPH	TITLE	PAGE
RECITALS		1
1.0	APPLICABLE DOCUMENTS	2
2.0	DEFINITIONS	2
3.0	CONTRACTOR SERVICES	4
4.0	TERM OF CONTRACT	4
5.0	CONTRACT SUM	5
6.0	ENFORCEMENT OF CONTRACT	7
7.0	CONTRACTOR'S STAFF	8
8.0	CHANGE NOTICES AND AMENDMENTS	10
9.0	STANDARD TERMS AND CONDITIONS	11
9.1	Assignment and Delegation	11
9.2	Authorization Warranty	12
9.3	Budget Reductions	13
9.4	Complaints	13
9.5	Compliance with Applicable Law	15
9.6	Compliance with Civil Rights Laws	15
9.7	Compliance with the County's Jury Service Program	16
9.8	Conflict of Interest	18
9.9	Consideration of Hiring County Employees Targeted for Layoff/Or Re-employment List	18
9.10	Consideration of Hiring GAIN/GROW Program Participants	19
9.11	Contractor Responsibility and Debarment	19
9.12	Contractor's Acknowledgement of County's Commitment to Child Support Enforcement	22
9.13	Contractor's Acknowledgment of County's Commitment to the Safely Surrendered Baby Law	22
9.14	Contractor's Warranty of Adherence to County's Child Support Compliance Program	23
9.15	Contractor's Warranty of Compliance with County's Defaulted Property Tax Reduction Program	23
9.16	County's Quality Assurance Plan	24
9.17	Damage to County Facilities, Buildings or Grounds	24
9.18	Employment Eligibility Verification	25
9.19	Facsimile Representations	25
9.20	Fair Labor Standards	26
9.21	Governing Law, Jurisdiction, and Venue	26

CONTRACT PROVISIONS
TABLE OF CONTENTS

9.22 Independent Contractor Status 26
9.23 Indemnification 27
9.24 General Provisions for All Insurance Coverage 27
9.25 Insurance Coverage Requirements 32
9.26 Interpretation of Maintenance Specifications 33
9.27 Nondiscrimination and Affirmative Action 34
9.28 Non Exclusivity 35
9.29 Notice of Delays 35
9.30 Notice to Employees Regarding the Federal Earned Income Credit 36
9.31 Notice to Employees Regarding the Safely Surrendered Baby Law 36
9.32 Notices 37
9.33 (Intentionally Omitted) 37
9.34 Public Records Act 37
9.35 Publicity 38
9.36 Record Retention and Inspection/Audit Settlement 39
9.37 Recycled Bond Paper 41
9.38 Remedies/Liquidated Damages 41
9.39 Right of Entry 43
9.40 Subcontracting 44
9.41 Termination For Breach of Warranty to Maintain Compliance with County's Defaulted Property Tax Reductions Program 45
9.42 Termination For Breach of Warranty to Maintain Compliance With County's Child Support Compliance Program 46
9.43 Green Initiatives 46
9.44 Termination for Convenience by County 46
9.45 Termination for Default 48
9.46 Termination for Improper Consideration 51
9.47 Termination for Insolvency 51
9.48 Termination for Non-Adherence of County Lobbyist Ordinance 52
9.49 Termination for Non-Appropriation of Funds 52
9.50 Termination upon Transfer of Title, Maintenance Responsibility or Park Closure 53
9.51 Validity 55
9.52 Waiver 55
9.53 Warranty against Contingent Fees 55
9.54 Contractor Performance History 55

10.0 UNIQUE TERMS AND CONDITIONS 56
10.1 Compliance with the County's Living Wage Program 56
10.2 Local Small Business Enterprise (SBE) Preference Program 65
10.3 Transitional Job Opportunities Preference Program 66
10.4 Compliance with the County's Smoking Ban Ordinance 67
10.5 Disabled Veteran Business Enterprise Preference Program 67

11.0 Entire Contract 68

CONTRACT PROVISIONS
TABLE OF CONTENTS

STANDARD EXHIBITS

A PRICING and BILLING SCHEDULE and PERFORMANCE FREQUENCIES

B STATEMENT OF WORK

C PREVAILING WAGE DETERMINATIONS

D CONTRACTOR'S EEO CERTIFICATION

E PUBLIC WORKS PAYROLL REPORTING FORM

F CONTRACTOR'S QUALITY CONTROL PLAN

G INTERNAL REVENUE SERVICE NOTICE NO. 1015

H JURY SERVICE ORDINANCE

I SAFELY SURRENDERED BABY LAW

J LIVING WAGE ORDINANCE

K MONTHLY CERTIFICATION FOR APPLICABLE HEALTH BENEFITS PAYMENT

L PAYROLL STATEMENT OF COMPLIANCE

M EMPLOYEE NOTICE OF LIVING WAGE HANDOUT (Eng/Span)

N CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

O COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

P CERTIFICATION OF COMPLIANCE WITH GREEN INITIATIVES

Q COUNTY'S SMOKING BAN ORDINANCE

CONTRACT BETWEEN
COUNTY OF LOS ANGELES
AND
NU-WAY SECURITY & INVESTIGATIVE SERVICES INC.
FOR
SECURITY SERVICES AT
NORTH REGION

This Contract and Exhibits made and entered into this 1st day of February, 2015, by and between the County of Los Angeles, hereinafter referred to as the County, and Nu-way Security & Investigative Services Inc., hereinafter referred to as the Contractor.

78331

RECITALS

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

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

1.0 APPLICABLE DOCUMENTS

Exhibits A, B, C, D, E, F, G, H, I, J, K, L, M, N, O, P and Q 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 B-1	Statement of Work Performance Requirements Summary Chart
1.4	EXHIBIT C	Prevailing Wage Determinations
1.5	EXHIBIT D	Contractor's EEO Certification
1.6	EXHIBIT E	Public Works Payroll Reporting Forms
1.7	EXHIBIT F	Contractor's Quality Control Plan
1.8	EXHIBIT G	Internal Revenue Service Notice No. 1015
1.9	EXHIBIT H	Jury Service Ordinance
1.10	EXHIBIT I	Safely Surrendered Baby Law
1.11	EXHIBIT J	Living Wage Ordinance
1.12	EXHIBIT K	Monthly Certification for Applicable Health Benefits Payment
1.13	EXHIBIT L	Payroll Statement of Compliance
1.14	EXHIBIT M	Employee Notice of Living Wage Handout (Eng/Span)
1.15	EXHIBIT N	Contractor Acknowledgement and Confidentiality Agreement
1.16	EXHIBIT O	County Defaulted Property Tax Reduction Program
1.17	EXHIBIT P	Certification of Compliance with Green Initiatives
1.18	EXHIBIT Q	County's Smoking Ban Ordinance

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 **Statement of Work:** The directions, provisions, and requirements provided herein and special provisions pertaining to the method, frequency, manner and place of performing the contract services.

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 in the Statement of Work, Exhibit B.

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.

3.3 Contractor shall notify the Director in writing as soon as reasonably possible on the same day of discovery of any damage due to extraordinary incidents such as Acts of God and suspected third party negligence.

4.0 TERM OF CONTRACT

4.1 The term of this Contract shall be for five (5) years, commencing the first day of the month following the Board of Supervisors' approval, unless terminated sooner or extended, in whole or in part, as provided in this contract.

4.2 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.

4.3 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 9.32, Notices, of this Contract.

4.4 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, at the County's discretion, 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 Chief Executive Officer 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. Further, before any COLA increase shall take effect and become part of this contract, it shall require a written amendment to this contract first, that has been formally approved and executed by the parties.

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 9.32, 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 10.1, Compliance with the County's Living Wage Program, Exhibit J, and Exhibit B, Statement of Work, Section 3, Certifications/Reports. 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 (Local SBE) – Prompt Payment Program

Certified Local SBE's will receive prompt payment for services they provide to County departments. Prompt payment is defined as fifteen (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 Federal or State 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 of 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. All background reports on current and future staff hired by the Contractor will be submitted to the Director.

7.1.1 If a member of Contractor's staff does not pass the background investigation, County may request that the member of Contractor's

staff be immediately removed from performing services under the Contract at any time during the term of the Contract. County will not provide to Contractor or to Contractor's staff any information obtained through the County's background investigation.

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

7.1.3 Disqualification of any member of Contractor's staff pursuant to this Paragraph 7.1 shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

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 Contractor shall designate a person who will be able to respond to emergencies after normal business hours. Designee shall be available for notification through a cell phone, answering service, beeper or electronic mail communication device to receive or respond to emergency situations.

7.4 The Director 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.

7.5 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.

7.6 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.

7.7 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.

7.8 The Contractor shall provide readily available transportation or access within 300 ft to toilet facilities to employees who are working in the field during normal business hours for the duration of the contract term. In the event that the Contractor provides a toilet structure for its employees, the toilet structure must be clean and in good working order and supplied with adequate toilet supplies.

7.9 Confidentiality

7.9.1 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.

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

7.9.3 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 security services of the area, and which affect the Contractor's service requirements set forth in Exhibit B, Statement of Work, and any corresponding changes in the Contract Sum, not to exceed the annual contract amount plus ten percent (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 Exhibit B, Statement of Work, that exceeds the annual contract amount plus ten percent (10%), excluding the provisions of Paragraph 5.4 (COLA) 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 Executive 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 Executive 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 cell phone, answering service, beeper or electronic mail 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 twenty-four (24) hours, to the satisfaction of the Director. If any complaint is not abated within twenty-four (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.

9.4.7 Contractor shall provide and maintain at its own expense an active local or toll free telephone number to make sure that emergency calls can be received. The Contractor or his/her designated person shall ensure that emergency calls can be received after normal business hours on a twenty-four (24) hour, seven (7) day a week basis. The Contractor or his/her designee shall maintain a cell phone, answering service, beeper or electronic mail communication device to receive and respond to all calls in the event of an emergency.

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 (5) 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 forty (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 ninety (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 (5)

years but may exceed five (5) 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 Acknowledgment of County's Commitment to the Safely Surrendered Baby Law

The Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the County's policy to encourage all County Contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Contractor's place of business. The Contractor will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. The County's Department

of Children and Family Services will supply the Contractor with the poster to be used. Information on how to receive the posters can be found on the internet at www.babysafela.org.

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 Contractor's Warranty of Compliance with County's Defaulted Property Tax Reduction Program

9.15.1 Contractor acknowledges that County has established a goal of ensuring that all individuals and businesses that benefit financially from County through contract are currently in paying their property tax obligations (secured and unsecured toll) in order to mitigate the

economic burden otherwise imposed upon County and its tax payers.

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

9.16 County's Quality Assurance Plan

The County or its agent(s) 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.

9.17 Damage to County Facilities, Buildings or Grounds

9.17.1 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.

9.17.2 All damage resulting from chemical operation, either spray-drift or lateral leaching, shall be corrected in accordance with the park maintenance standards provided by the Director and the soil conditioned to insure its ability to support plant life.

9.17.3 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.

9.18 Employment Eligibility Verification

9.18.1 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.

9.18.2 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.

9.19 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.

9.20 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.

9.21 Governing Law, Jurisdiction, and Venue

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

9.22 Independent Contractor Status

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

9.22.2 The Contractor shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract all compensation and benefits. The County shall have no liability or responsibility for the payment of any salaries, wages,

unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the Contractor.

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

9.23 Indemnification

The Contractor shall indemnify, defend and hold harmless the County, its Special Districts, elected and appointed officers, employees, agents and volunteers ("County Indemnitees") from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from and/or relating to this contract, except for such loss or damage arising from the sole negligence or willful misconduct of the County Indemnitees.

9.24 General Provisions for All Insurance Coverage

Without limiting Contractor's indemnification of County, and in the performance of this Contract and until all of its obligations pursuant to this Contract have been met, Contractor shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in Sections 9.24 and 9.25 of this Contract. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon Contractor pursuant to this Contract. The County in no way warrants that the Required Insurance is sufficient to protect the Contractor for liabilities which may arise from or relate to this Contract.

9.24.1 Evidence of Coverage and Notice to County

- Certificate(s) of insurance coverage (Certificate) satisfactory to the County, and a copy of an Additional Insured endorsement confirming County Indemnities (defined below) have been given Insured status under the Contractor's General Liability policy, shall be delivered to County at the address shown below and provided prior to commencing services under this Contract.
- Renewal Certificates shall be provided to County not less than 10 days prior to Contractor's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required Contractor and/or Sub-Contractor insurance policies at any time.
- Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Contract by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the Contractor identified as the contracting party in this Contract. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand ($50,000.00) dollars, and list any County required endorsement forms.
- Neither the County's failure to obtain, nor the County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the Contractor, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.
- Certificates and copies of any required endorsements shall be sent to the Director, Attention: Contracts and Golf Division, 301 North Baldwin Avenue, Arcadia CA 91007-2697 prior to commencing services under this Contract.

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

9.24.2 Additional Insured Status and Scope of Coverage

The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (County Indemnities) shall be provided additional insured status under Contractor's General Liability policy with respect to liability arising out of Contractor's ongoing and completed operations performed on behalf of the County. County Indemnities' additional insured status shall apply with respect to liability and defense of suits arising out of the Contractor's acts or omissions, whether such liability is attributable to the Contractor or to the County. The full policy limits and scope of protection also shall apply to the County Indemnities as an additional insured, even if they exceed the County's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

9.24.3 Cancellation of or Changes in Insurance

Contractor shall provide County with, or Contractor's insurance policies shall contain, a provision that County shall receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice shall be provided to County at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy

change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of the Contract, in the sole discretion of the County, upon which the County may suspend or terminate this Contract.

9.24.4 Failure to Maintain Insurance

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

9.24.5 Insurer Financial Ratings

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

9.24.6 Contractor's Insurance Shall Be Primary

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

9.24.7 Waivers of Subrogation

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

9.24.8 Sub-Contractor Insurance Coverage Requirements

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

9.24.9 Deductibles and Self-Insured Retentions (SIRs)

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

9.24.10 Claims Made Coverage

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

9.24.11 Application of Excess Liability Coverage

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

9.24.12 Separation of Insureds

All liability policies shall provide cross-liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.)

separation of insureds provision with no insured versus insured exclusions or limitations.

9.24.13 Alternative Risk Financing Programs

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

9.24.14 County Review and Approval of Insurance Requirements

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

9.25 Insurance Coverage Requirements

9.25.1 Commercial General Liability

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

General Aggregate:	$4 million
Personal and Advertising Injury:	$1 million
Each Occurrence:	$2 million

9.25.2 Automobile Liability

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

9.25.3 Workers Compensation and Employers' Liability

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

9.26 Interpretation of Maintenance Specifications

9.26.1 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.

9.26.2 The Disputes Review Panel will be appointed by the Director and will be composed of not less than three (3) 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.

9.27 Nondiscrimination and Affirmative Action

9.27.1 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.

9.27.2 The Contractor shall certify to, and comply with, the provisions of Exhibit D, Contractor's EEO Certification.

9.27.3 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.

9.27.4 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.

9.27.5 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.

9.27.6 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 9.27 when so requested by the County.

9.27.7 If the County finds that any provisions of this Subsection 9.27 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.

9.27.8 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.

9.28 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.

9.29 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 paragraph 9.32, Notices, and by facsimiles, electronic mail and telephone call as set forth herein:

Notice to the Contractor

Name: James Smith, Chief of Operations
Phone: (760) 243-7577 or (760) 403-0398
Email: kjsmithsr@msn.com or info@nuwaysecurity.com

Notice to the County

Facility: **William S. Hart Regional Park and Museum**
Name: Norman Phillips, Regional Park Superintendent II
Phone: (661) 259-1750
Email: nphillips@parks.lacounty.gov

Facility: **Placerita Canyon Park**
Name: Russ Kimura
Phone: (661) 259-7721
Email: rkimura@parks.lacounty.gov

9.30 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 G of this Contract.

9.31 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 I (Safely Surrendered Baby Law) of this Contract

and is also available on the Internet at www.babysafela.org for printing purposes.

9.32 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 mail upon the Contractor shall be: Nu-way Security & Investigative Services Inc., Attention: Willie Patton, 16899 B Street, Victorville, CA 92395. Any notice served by mail upon the County shall be addressed to the County of Los Angeles Department of Parks and Recreation, Attention: Contracts and Golf Division, 301 North Baldwin Avenue, Arcadia, CA 91007-2697, 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.

9.33 (Intentionally Omitted)

9.34 Public Records Act

9.34.1 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 9.36, 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.

9.34.2 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 any action or liability arising under the Public Records Act.

9.35 Publicity

9.35.1 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.

9.35.2 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 9.35 shall apply.

9.36 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.

9.36.1 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).

9.36.2 Failure on the part of the Contractor to comply with any of the provisions of this Sub-paragraph 9.36 shall constitute a material

breach of this Contract upon which the County may terminate or suspend this Contract.

9.36.3 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.

9.36.4 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.

9.37 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.

9.38 Remedies/Liquidated Damages

9.38.1 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.

9.38.2 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 three percent (3%) of the monthly maintenance amount or One Hundred Dollars ($100) per day, whichever is greater 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.

9.38.3 In addition to the remedies provided heretofore, this Contract may be terminated per Subsection 9.45, Termination for Default, of the

Contract upon the Contractor's failure to correct deficiencies in a timely manner.

9.38.4 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 9.38.2 above, and shall not, in any manner, restrict or limit the County's right to terminate this Contract as agreed to herein.

9.39 Right of Entry

9.39.1 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.

9.39.2 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.

9.39.3 If in the sole discretion or judgment of the Director, and in accordance with Subparagraph 9.38, 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.

9.40 Subcontracting

9.40.1 The requirements of this Contract may not be subcontracted, in whole or in part, 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.

9.40.2 If the Contractor desires to subcontract, the Contractor shall provide the following information along with its written request to subcontractor 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 9.32, Notices, before any subcontractor employee may perform any work hereunder.

9.40.3 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.

9.40.4 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.

9.40.5 The Director is authorized to act for and on behalf of the County with respect to approval of any subcontract and subcontractor employees.

9.40.6 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.

9.40.7 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."

9.40.8 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.

9.40.9 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.

9.41 Termination For Breach of Warranty to Maintain Compliance with County's Defaulted Property Tax Reductions Program

9.41.1 Failure of Contractor to maintain compliance with the requirements set for in Paragraph 9.15 "Contractor's Warranty of Compliance with County's Defaulted Property Tax Reduction Program" shall constitute default under this contract. Without limiting the rights and remedies available to County under any other provisions of this contract, failure of contractor to cure such default within ten (10) days of notice shall be grounds upon which county may terminate

this contract and/or pursue debarment of Contractor, pursuant to County code chapter 2.206.

9.42 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 9.45, Termination for Default, and pursue debarment of the Contractor, pursuant to County Code Chapter 2.202.

9.43 Green Initiatives

Contractor shall use reasonable efforts to initiate "green" practices for environmental and energy conservation benefits. Contractor shall purchase, store, and use environmentally and human friendly products that are compatible with products used by County. County shall determine and approve Contractor's products prior to their use. In addition, License must complete and submit the Green Initiative Compliance Form as set forth in Exhibit P.

9.44 Termination for Convenience by County

9.44.1 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.

9.44.2 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.

9.44.3 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.

9.44.4 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.

9.44.5 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.

9.45 Termination for Default

9.45.1 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.

9.45.2 Upon the occurrence of Subparagraph 9.45.1, 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.

9.45.3 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.

9.45.4 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.

9.45.5 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 9.45.4 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 9.45.5, the term "subcontractor" and "subcontractors" mean subcontractor(s) at any tier.

9.45.6 In the event the County terminates this Contract in its entirety due to the Contractor's default as provided in Subparagraph 9.45.1, 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 9.45.2, 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 9.23, Indemnification.

9.45.7 In the event that, following service of the Notice of Termination of this Contract under the provisions of this Subparagraph 9.45, it is determined for any reason that the Contractor was not in default under the provisions of this Subparagraph 9.45, that the default was excusable under provisions of this Subparagraph 9.45, 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.

9.45.8 The rights and remedies of the County provided in this Subparagraph 9.45 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

9.46 Termination for Improper Consideration

9.46.1 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.

9.46.2 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.

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

9.47 Termination for Insolvency

9.47.1 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.

9.47.2 The rights and remedies of the County provided in this Subsection 9.47 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

9.48 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.

9.49 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.

9.50 Termination upon Transfer of Title, Maintenance Responsibility or Park Closure

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

9.50.1 In the event the County transfers title 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:

9.50.1.1 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

9.50.1.2 Delete the transferred facility(ies) from the Contract or, provided there is consent by an assignee, assign the portion(s) 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.

9.50.2 In the event the County transfer’s maintenance responsibility for all or a portion (s) of the facility(ies) described in Exhibit B, Section 4.0 "Contractor Responsibilities", the County reserved the right to:

9.50.2.1 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

9.50.2.2 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

9.50.2.3 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.

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

9.50.3.1 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 therefrom 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

9.50.3.2 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 therefrom remove all items of its personal property, equipment and inventory. The County shall

provide advance notice to the Contractor of such park closure(s).

9.51 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.

9.52 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 9.52 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

9.53 Warranty against Contingent Fees

9.53.1 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.

9.53.2 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.

9.54 Contractor Performance History

The County maintains databases that track/monitor contractor performance history. Information entered into such databases may be used for a variety of purposes, including determining whether the County will exercise a contract term extension option.

10.0 UNIQUE TERMS AND CONDITIONS

10.1 Compliance with the County's Living Wage Program

10.1.1 Living Wage Program

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

10.1.2 Payment of Living Wage Rates

1. Unless the Contractor has demonstrated to the County's satisfaction either that the Contractor is not an "Employer" as defined under the Program (Section 2.201.020 of the County Code) or that the Contractor qualifies for an exception to the Living Wage Program (Section 2.201.090 of the County Code), the Contractor shall pay its Employees no less than the applicable hourly living wage rate, as set forth immediately below, for the Employees' services provided to the County, including, without limitation, "Travel Time" as defined below in Subsection 5 of this Subparagraph 10.1.2, 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 Sub-paragraph shall be inserted into any such subcontract and a copy of the Living Wage Program shall be attached to the subcontract. "Employee" means any individual, who is an employee of the Contractor under the laws of California, and who is providing full-time services to the Contractor, some or all of which are provided to the County under the Contract. "Full-time" means a minimum of forty (40) hours worked per week, or a lesser number of hours, if the lesser number is a recognized industry standard and is approved as such by the County; however, fewer than thirty-five (35) hours worked per week will not, in any event, be considered full-time.
3. If 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.

10.1.3 Contractor's Submittal of Certified Monitoring Reports

The Contractor shall submit to the County certified monitoring reports at a frequency instructed by the County. The certified monitoring reports shall list all of the Contractor's Employees

during the reporting period. The certified monitoring reports shall also verify the number of hours worked, 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.

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

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

10.1.5 County Auditing of Contractor Records

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

10.1.6 Notifications to Contractor and 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 Contractor employees.

10.1.7 Enforcement and Remedies

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

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

reports, the County may withhold from payment to the Contractor up to the full amount of any invoice that would otherwise be due, until the Contractor has satisfied the concerns of the County, which may include required submittal of revised certified monitoring reports or additional supporting documentation.

b. Liquidated Damages. It is mutually understood and agreed that the Contractor's failure to submit an accurate, complete, timely and properly certified monitoring report will result in damages being sustained by the County. It is also understood and agreed that the nature and amount of the damages will be extremely difficult and impractical to fix; that the liquidated damages set forth herein are the nearest and most exact measure of damages for such breach that can be fixed at this time; and that the liquidated damages are not intended as a penalty or forfeiture for the Contractor's breach. Therefore, in the event that a certified monitoring report is deficient, including but not limited to being late, inaccurate, incomplete or uncertified, it is agreed that the County may, in its sole discretion, assess against the Contractor liquidated damages in the amount of one hundred dollars ($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 fifty dollars ($50) per Contractor's employee per day for each and every instance of an underpayment to Contractor's 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 Subsection, the County may, in its sole discretion, bar the Contractor from the award of future County contracts as described in Section 9.11.

10.1.8 Use of Full-Time Employees

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

10.1.9 Contractor Retaliation Prohibited

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

10.1.10 Contractor Standards

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

10.1.11 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 ninety (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.

10.1.12 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.

10.2 Local Small Business Enterprise (SBE) Preference Program

10.2.1 This Contract is subject to the provisions of the County's ordinance entitled Local Small Business Enterprise Preference Program, as codified in Chapter 2.204 of the Los Angeles County Code.

10.2.2 The Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Local Small Business Enterprise.

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

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

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

The above penalties shall also apply if the Contractor is no longer eligible for certification as a result of a change in their status and the Contractor failed to notify the State and the Internal Services Department of this information.

10.3 Transitional Job Opportunities Preference Program

10.3.1 This Contract is subject to the provisions of the County's ordinance entitles Transitional Job Opportunities Preference Program, as Codified in Chapter 2.205 of the Los Angeles County Code.

10.3.2 Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Transitional Job Opportunity vendor.

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

10.3.4 If Contractor has obtained County certification as Transitional Job Opportunity vendor by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been

awarded this contact to which it would not otherwise have been entitled, shall:

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

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

10.4 Compliance with the County's Smoking Ban Ordinance

This Agreement is subject to the provisions of the County's ordinance entitled Los Angeles County Code Title 17, Parks, Beaches, and Other Public Places, prohibiting smoking at County Parks ("Smoking Ban Ordinance") as codified in Sections 17.04.185 through 17.04.650 of the Los Angeles County Code.

10.5 Disabled Veteran Business Enterprise Preference Program

10.5.1 This Contract is subject to the provisions of the County's ordinance entitled Disabled Veteran Business Enterprise Preference Program, as codified in Chapter 2.211 of the Los Angeles County Code.

10.5.2 Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Disabled Veteran Business Enterprise.

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

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

1. Pay to the County any difference between the contract amount and what the County's costs would have been if the contract had been properly awarded;

2. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than 10 percent (10%) of the amount of the contract; and

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

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

11.0 ENTIRE CONTRACT

This document and the Exhibit(s) attached hereto constitute the entire contract between County and Contractor and its subcontractors, if any for the security services to be provided for the 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 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.

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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, month and year first above written.

COUNTY OF LOS ANGELES

By Mike Antonovich

Michael Antonovich
Mayor, Board of Supervisors

NU-WAY SECURITY & INVESTIGATIVE SERVICES INC.

78331

By Willie Patton

Willie Patton Jr.
President

ATTEST: PATRICK OGAWA
ACTING EXECUTIVE OFFICER
CLERK OF THE BOARD OF SUPERVISORS

By _____, Deputy

JAN 06 2015

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

26 JAN 06 2015

PATRICK OGAWA
ACTING EXECUTIVE OFFICER

APPROVED AS TO FORM:
MARK SALADINO
County Counsel

By Christina A. Salseda
Christina A.Salseda
Principal Deputy County Counsel

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

PATRICK OGAWA
Acting Executive Officer
Clerk of the Board of Supervisors

By _____
Deputy

Corporate - Single

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

On this **3RD** day of **November**, **2014**, before me, Dean C. Logan, the Registrar-Recorder/County Clerk of the County of Los Angeles, personally appeared **Willie Patton Jr.**, as the **President** of **Nu-Way Security and Investigative Services, 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.

Dean C. Logan
Registrar-Recorder/County Clerk
County of Los Angeles

By _____
Deputy County Clerk

EXHIBIT A

PRICING AND BILLING SCHEDULE

North Region - Feb 01, 2015 - Jan 31, 2016)

FACILITY	TYPE	WEEKLY SCHEDULE	ANNUAL HOURS	RATE	ANNUAL TOTAL (Total Hours X Rate)
William S. Hart Regional Park Headquarters 24151 North San Fernando Road Newhall, CA 91321	Armed	5 days per week Wednesday - Sunday Park is closed on Christmas Day (even if on weekends) 10:30-6:30 Summer 9:30-5:30 Winter 8 Hours/day	**2,080**	$19.65	$40,872.00
Placerita Canyon Park 19152 Placerita Canyon Road Newhall, CA 91321	Unarmed (Vehicle Patrol)	7 days per week Sunrise & Sunset	Monthly	$862.50	$10,350.00

* Hours based on Park closed on Christmas Day.

ANNUAL CONTRACT AMOUNT **$51,222.00**

EXHIBIT A

PRICING AND BILLING SCHEDULE

North Region - Feb 01, 2016 - Jan 31, 2017)

FACILITY	TYPE	WEEKLY SCHEDULE	ANNUAL HOURS	RATE	ANNUAL TOTAL (Total Hours X Rate)
William S. Hart Regional Park Headquarters 24151 North San Fernando Road Newhall, CA 91321	Armed	5 days per week Wednesday - Sunday Park is closed on Christmas Day (even if on weekends) 10:30-6:30 Summer 9:30-5:30 Winter 8 Hours	**2,072**	$19.65	$40,714.80
Placerita Canyon Park 19152 Placerita Canyon Road Newhall, CA 91321	Unarmed (Vehicle Patrol)	7 days per week Sunrise & Sunset	Monthly	$862.50	$10,350.00

* Hours based on Park closed on Christmas Day.

ANNUAL CONTRACT AMOUNT **$51,064.80**

EXHIBIT A

PRICING AND BILLING SCHEDULE

North Region - Feb 01, 2017 - Jan 31, 2018)

FACILITY	TYPE	WEEKLY SCHEDULE	ANNUAL HOURS	RATE	ANNUAL TOTAL (Total Hours X Rate)
William S. Hart Regional Park Headquarters 24151 North San Fernando Road Newhall, CA 91321	Armed	5 days per week Wednesday - Sunday Park is closed on Christmas Day (even if on weekends) 10:30-6:30 Summer 9:30-5:30 Winter 8 Hours	**2,088**	$19.65	$41,029.20
Placerita Canyon Park 19152 Placerita Canyon Road Newhall, CA 91321	Unarmed (Vehicle Patrol)	7 days per week Sunrise & Sunset	Monthly	$862.50	$10,350.00

* Hours based on Park closed on Christmas Day.

ANNUAL CONTRACT AMOUNT **$51,379.20**

EXHIBIT A

PRICING AND BILLING SCHEDULE

North Region - Feb 01, 2018 - Jan 31, 2019)

FACILITY	TYPE	WEEKLY SCHEDULE	ANNUAL HOURS	RATE	ANNUAL TOTAL (Total Hours X Rate)
William S. Hart Regional Park Headquarters 24151 North San Fernando Road Newhall, CA 91321	Armed	5 days per week Wednesday - Sunday Park is closed on Christmas Day (even if on weekends) 10:30-6:30 Summer 9:30-5:30 Winter 8 Hours	**2,088**	$19.65	$41,029.20
Placerita Canyon Park 19152 Placerita Canyon Road Newhall, CA 91321	Unarmed (Vehicle Patrol)	7 days per week Sunrise & Sunset	Monthly	$862.50	$10,350.00

* Hours based on Park closed on Christmas Day.

ANNUAL CONTRACT AMOUNT **$51,379.20**

EXHIBIT A

PRICING AND BILLING SCHEDULE

North Region - Feb 01, 2019 - Jan 31, 2020)

FACILITY	TYPE	WEEKLY SCHEDULE	ANNUAL HOURS	RATE	ANNUAL TOTAL (Total Hours X Rate)
William S. Hart Regional Park Headquarters 24151 North San Fernando Road Newhall, CA 91321	Armed	5 days per week Wednesday - Sunday Park is closed on Christmas Day (even if on weekends) 10:30-6:30 Summer 9:30-5:30 Winter 8 Hours	**2,080**	$19.65	$40,872.00
Placerita Canyon Park 19152 Placerita Canyon Road Newhall, CA 91321	Unarmed (Vehicle Patrol)	7 days per week Sunrise & Sunset	Monthly	$862.50	$10,350.00

* Hours based on Park closed on Christmas Day.

ANNUAL CONTRACT AMOUNT **$51,222.00**

EXHIBIT A

PRICING AND BILLING SCHEDULE

North Region - Feb 01, 2020 - Jan 31, 2021)

First Option Year

FACILITY	TYPE	WEEKLY SCHEDULE	ANNUAL HOURS	RATE	ANNUAL TOTAL (Total Hours X Rate)
William S. Hart Regional Park Headquarters 24151 North San Fernando Road Newhall, CA 91321	Armed	5 days per week Wednesday - Sunday Park is closed on Christmas Day (even if on weekends) 10:30-6:30 Summer 9:30-5:30 Winter 8 Hours	**2,088**	$19.65	$41,029.20
Placerita Canyon Park 19152 Placerita Canyon Road Newhall, CA 91321	Unarmed (Vehicle Patrol)	7 days per week Sunrise & Sunset	Monthly	$862.50	$10,350.00

* Hours based on Park closed on Christmas Day.

ANNUAL CONTRACT AMOUNT **$51,379.20**

EXHIBIT A

PRICING AND BILLING SCHEDULE

North Region - Feb 01, 2021 - Jan 31, 2022)

Second Option Year

FACILITY	TYPE	WEEKLY SCHEDULE	ANNUAL HOURS	RATE	ANNUAL TOTAL (Total Hours X Rate)
William S. Hart Regional Park Headquarters 24151 North San Fernando Road Newhall, CA 91321	Armed	5 days per week Wednesday - Sunday Park is closed on Christmas Day (even if on weekends) 10:30-6:30 Summer 9:30-5:30 Winter 8 Hours	**2,072**	$19.65	$40,714.80
Placerita Canyon Park 19152 Placerita Canyon Road Newhall, CA 91321	Unarmed (Vehicle Patrol)	7 days per week Sunrise & Sunset	Monthly	$862.50	$10,350.00

* Hours based on Park closed on Christmas Day.

ANNUAL CONTRACT AMOUNT **$51,064.80**

EXHIBIT A

PRICING AND BILLING SCHEDULE

North Region - Feb 01, 2022 - Jan 31, 2023)

Third Option Year

FACILITY	TYPE	WEEKLY SCHEDULE	ANNUAL HOURS	RATE	ANNUAL TOTAL (Total Hours X Rate)
William S. Hart Regional Park Headquarters 24151 North San Fernando Road Newhall, CA 91321	Armed	5 days per week Wednesday - Sunday Park is closed on Christmas Day (even if on weekends) 10:30-6:30 Summer 9:30-5:30 Winter 8 Hours	**2,072**	$19.65	$40,714.80
Placerita Canyon Park 19152 Placerita Canyon Road Newhall, CA 91321	Unarmed (Vehicle Patrol)	7 days per week Sunrise & Sunset	Monthly	$862.50	$10,350.00

* Hours based on Park closed on Christmas Day.

ANNUAL CONTRACT AMOUNT **$51,064.80**

STATEMENT OF WORK

Security Services – North and Central Regions

TABLE OF CONTENTS

SECTION	HEADING	PAGE
1.	Scope of Work	1
2.	Contractor's Requirements	1
3.	Contractor's Background Clearance Requirements	3
4.	Contractor Responsibilities	3
5.	Contractor – Furnished Items	5
6.	Security Guard/Lead Guard/ Supervisor Tasks	8
7.	Contractor Employee Training Program	15
8.	Contractor's Annual Physical Exams and Requirements	19
9.	Contractor's Requirements for Observance of Regulations	20
10.	Office of Public Safety Regulations Regarding Weapon Safety	20
11.	County Forms to be used by Contractor	21
12.	Contractor's Quality Control Plan	21
13.	County's Contract Manager	22
14.	Assessments for Non-Performance	23
15.	County Furnished Items	24
16.	County's Responsibilities	25
17.	Minimum Staffing Plan	25
18.	Performance Requirements Summary	26

STATEMENT OF WORK

Security Services – North and Central Regions

1.0 SCOPE OF WORK

1.1 This Statement of Work (SOW), Appendix 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 Headquarters/ Parks and Recreation locations throughout the Central, and North Regions 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 (BSIS), Article 9**. (http://www.bsis.ca.gov/industries_regulated/g_train.shtml)

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 a minimum 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 a minimum, two years of security supervisory experience within the past five (5) 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 at Central Region and/or North Region as specified:

CENTRAL REGION

4.1.1 Department Administrative Headquarters
433 and 510 South Vermont Avenue, Los Angeles, CA 90020

4.1.2 South Agency Headquarters
360 West El Segundo Boulevard, Los Angeles, CA 90061

4.1.3 East Agency and Regional Facilities Agency Headquarters
265 Cloverleaf Drive, Baldwin Park, CA 91706

4.1.4 The Arboretum of Los Angeles County
301 North Baldwin Avenue, Arcadia, CA 91007

4.1.5 The 72 Street Corral and Equestrian
550 72 Street, Long Beach, CA 90805

NORTH REGION

4.1.6 William S. Hart Regional Park and Museum
24151 North San Fernando Road, Newhall, CA 91321

4.1.6 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, 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.

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. 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, 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. 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.
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.
5.3.8 Battery Operated, hand held, super bright, LED search light with a minimum 9 inch diameter lens. (at East Agency)

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. **<u>NO</u> .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 <u>twice annually</u>. Once during the first half of the year and once during the second half of the year.

5.4.10 <u>Qualification slips</u> 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 or other Mobile Unit**:

- **Arboretum** - Contractor shall furnish, maintain and operate a golf cart to patrol the designated areas.

- **William S. Hart Regional Park and Museum 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.

5.8.3 Contractor shall supply, install, operate, and maintain, at its own expense, technology used to monitor patrol guards, approved by the Director, at specific locations throughout the East and South Agencies identified in Section 4, Contractor Responsibilities. Checkpoints and patrol frequencies will be agreed upon for maximum security coverage. Said technology should be able to download its data or access its data, electronically, to be reviewed by the County Contract Manager on an as-needed basis. Such data shall include, at a minimum, each checkpoint location and the date and time the guard was at each checkpoint.

6.0 SECURITY GUARD/LEAD SECURITY GUARD/SUPERVISOR TASKS

6.1 **Mandatory Tasks For All Regions** - 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. During patrol, he/she must visit all designated checkpoint locations at the agreed upon frequencies.

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 report emergencies including the Internal Services Department dispatcher, (562) 401–0064.

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 "Sheriffs Department Regulations Regarding Weapons Safety" as outlined in Section 10 of this Appendix 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**

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 At the start of the shift, security guard will meet at the Museum and sign in with a member of the Museum staff. At the end of the shift, the security guard will sign out at the park maintenance office.

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

6.2.3 (Intentionally Omitted)

6.2.4 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 locked 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 During winter hours only, approximately one-half (½) hour before sunset, when possible, 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. County Sheriffs will lock the Trail Gate during summer hours.

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.

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 Newhall Avenue 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 the Sheriff's Park Bureau at (800) 834-0064, 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 Facility (Patrol Only)**

In addition to 6.1 above, the security guard at Placerita Canyon Park shall be responsible for the following:

6.3.1 At sunrise and sunset, security guard shall patrol the following areas: 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 Placerita Canyon to check for intruders, and trespassers. Security guard shall conduct surveillance on the following locations:

6.3.3.1 **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.

6.3.3.2 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 Placerita Canyon, and Walker Ranch Trail.

6.3.4.1 **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 **East Agency and Regional Agency**

In addition to 6.1 above, the security guard at the East and Regional Agencies shall be responsible for the following:

6.4.1 During night guard's first patrol, check locks on all vehicles, buildings, gates, bins, etc. to ensure they are locked. Lock those items that were found unlocked. Include those items that were not locked in the incident report.

6.4.2 Night guard must use a hand held, super bright, LED search light during night patrol.

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

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

6.5.2 Conducting on-site training, as necessary.

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

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

6.5.5 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.

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

6.5.7 Maintain Sign-In Sheets, including:

6.5.7.1 Obtain County signature on <u>all sign-in sheets</u>.

6.5.7.2 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.

6.5.7.3 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, <u>prior</u> 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 Appendix B, Statement of Work.

7.7 Pursuant to California's Business and Professions Code Section 7583.6 (b), Contractor's Employee Training Plan shall include: (http://law.onecle.com/california/business/7583.6.html)

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.

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
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 <u>Contractor's Monitor System for Training File</u>

7.15.1 Contractor shall monitor employee's expiration dates for <u>all required</u> 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's 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 SHERIFFS DEPARTMENT 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, i.e., 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 In the event of an incident involving serious misuse of authority or violation of firearm regulations by Security Guard or any Contractor employees, Contract Monitor may proceed with and conduct an administrative investigation. Contractor shall fully cooperate with County in such situation, including, but not limited to, submitting documentation requested by Contract Monitor, and allowing Contractor employees to be interviewed at a location designated by Contract Monitor

10.1.7 Contractor shall maintain all firearms, ammunition, and accessories in good working condition..

10.1.8 Armed Security Guards and Security Guard Supervisors shall adhere to regulations regarding proper use of firearms as set forth in California Penal Code Sections 830.1 through 854.

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

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

10.1.11 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 <u>not reassign this employee</u> 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 MINIMUM STAFFING PLAN

17.1 Refer to **Appendix D, Required Forms - Exhibit 19**, Proposer's Staffing Plan.

18.0 PERFORMANCE REQUIREMENTS SUMMARY

18.1 The Performance Requirements Summary (PRS) chart, **Appendix 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:

18.1.1 Reference section of the Agreement and/or Appendix B, Statement of Work.

18.1.2 List the required services.

18.1.3 Indicate method of monitoring.

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

18.2 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.

18.3 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:

18.3.1 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.

18.3.2 Reduce payment to Contractor by a computed amount based on the Monetary Assessment(s) in the PRS.

18.3.3 Reduce, suspend or cancel this Agreement for systematic, deliberate misrepresentations or unacceptable levels of performance.

18.4 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.

18.5 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.

APPENDIX B-1

PERFORMANCE REQUIREMENTS SUMMARY CHART

PERFORMANCE REQUIREMENTS SUMMARY
TASKS FOR ARMED AND UNARMED SECURITY OFFICERS AT VARIOUS COUNTY FACILITIES

Statement of Work Appendix B - 1			
Performance Reference	**Service**	**Method of Monitoring**	**Monetary Assessment**
SOW Subsection: 2.2.1	Contractor shall maintain Back-up staff to replace security guards.	Inspection & Observation	$100 per occurrence
SOW Subsection: 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
SOW Subsection: 2.2.3	Contractor to provide backup within 2 hrs or less of absent guard reporting time.	Inspection & Observation	$200 per occurrence
SOW Subsection: 4.4	Contractor shall comply with Open Post provision.	Inspection & Observation	$100 per day
SOW Subsection: 5.8.2	Contractor shall provide radios requested by Parks & Recreation.	Inspection & Observation	$100 per occurrence
SOW Subsection: 5.2	Contractor to provide uniforms as specified.	Inspection & Observation	$100 per occurrence
SOW Subsection: 5.3	Contractor shall provide equipment as specified.	Inspection & Observation	$100 per occurrence
SOW Subsection: 5.4	Contractor shall provide the necessary firearms as specified.	Inspection & Observation	$100 per occurrence
SOW Subsection: 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.
SOW Subsection: 5.5	Contractor shall maintain Weapons List and make available to Parks & Recreation.	Inspection & Observation	$100 per occurrence.
SOW Section: 6.0	Contractor shall ensure all guard tasks are performed and monitored and included in post orders.	Inspection & Observation	$100 per occurrence
SOW Subsections: 6.1.1	Security guard equipped with Detex Monitoring device must scan at each check point.	Inspection & Observation	$100 per occurrence

PERFORMANCE REQUIREMENTS SUMMARY
TASKS FOR ARMED AND UNARMED SECURITY OFFICERS AT VARIOUS COUNTY FACILITIES

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

STATE OF CALIFORNIA Edmund G. Brown Jr., *Governor*

DEPARTMENT OF INDUSTRIAL RELATIONS
Office of the Director – Research Unit
455 Golden Gate Avenue, 9th Floor
San Francisco, CA 94102

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

March 4, 2014

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 July 1, 2014, the minimum wage in California is nine dollars ($9.00) per hour. Effective January 1, 2016, the minimum wage in California is ten dollars ($10.00) 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 8

PROPOSER'S EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

Nu-Way Security and Investigative Services, Inc.
Proposer's Name

16899 B Street Victorville California 92395-3217
Business Address

61-1453555
Internal Revenue Service Employer Identification Number

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

		Check One
1.	The Proposer has a written policy statement prohibiting discrimination in all phases of employment.	[X] Yes [ ] No
2.	The Proposer periodically conducts a self analysis or utilization analysis of its work force.	[X] Yes [ ] No
3.	The Proposer has a system for determining if its employment practices are discriminatory against protected groups.	[X] 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.	[X] Yes [ ] No

Name (please print or type) Willie Patton Jr.

Title of Signer (please print or type) President

Signature Willie Patton Date June 10, 2013

California
Department of
Industrial Relations

PUBLIC WORKS PAYROLL REPORTING FORM

Page _____ of _____

NAME OF CONTRACTOR:
OR SUBCONTRACTOR:

CONTRACTOR'S LICENSE NO.:
SPECIALITY LICENSE NO.:

ADDRESS:

PAYROLL NO.:

FOR WEEK ENDING:

SELF-INSURED CERTIFICATE NO.:
WORKERS' COMPENSATION POLICY NO.:

PROJECT OR CONTRACT NO.:
PROJECT AND LOCATION:

(1) NAME, ADDRESS AND SOCIAL SECURITY NUMBER OF EMPLOYEE	(2) NO. OF WITH-HOLDING EXEMPTIONS	(3) WORK CLASSIFICATION	(4) DAY	M	T	W	TH	F	S	S	(5) TOTAL HOURS	(6) HOURLY RATE OF PAY	(7) GROSS AMOUNT EARNED		(8) DEDUCTIONS, CONTRIBUTIONS AND PAYMENTS							(9) NET WGS PAID FOR WEEK	(9) CHECK NO.
				DATE																			
				HOURS WORKED EACH DAY																			
			S										THIS PROJECT	ALL PROJECTS	FED. TAX	FICA (SOC. SEC.)	STATE TAX	SDI	VAC/ HOLIDAY	HEALTH & WELF.	PENSION		
			O												TRAING.	FUND ADMIN	DUES	TRAV/ SUBS.	SAVINGS	OTHER*	TOTAL DEDUC-TIONS		
			S										THIS PROJECT	ALL PROJECTS	FED. TAX	FICA (SOC. SEC.)	STATE TAX	SDI	VAC/ HOLIDAY	HEALTH & WELF.	PENSION		
			O												TRAING.	FUND ADMIN	DUES	TRAV/ SUBS.	SAVINGS	OTHER*	TOTAL DEDUC-TIONS		
			S										THIS PROJECT	ALL PROJECTS	FED. TAX	FICA (SOC. SEC.)	STATE TAX	SDI	VAC/ HOLIDAY	HEALTH & WELF.	PENSION		
			O												TRAING.	FUND ADMIN	DUES	TRAV/ SUBS.	SAVINGS	OTHER*	TOTAL DEDUC-TIONS		
			S										THIS PROJECT	ALL PROJECTS	FED. TAX	FICA (SOC. SEC.)	STATE TAX	SDI	VAC/ HOLIDAY	HEALTH & WELF.	PENSION		
			O												TRAING.	FUND ADMIN	DUES	TRAV/ SUBS.	SAVINGS	OTHER*	TOTAL DEDUC-TIONS		

S = STRAIGHT TIME
O = OVERTIME
SDI = STATE DISABILITY INSURANCE

*OTHER – Any other deductions, contributions and/or payments whether or not included or required by prevailing wage determinations must be separately listed. Use extra sheet(s) if necessary

CERTIFICATION **MUST** be completed
(See reverse side)

NOTICE TO PUBLIC ENTITY

For Privacy Considerations

Fold back along dotted line prior to copying for release to general public (private persons).

(Paper Size then 8-1/2 x 11 inches)

- -

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.

Section C

Quality Control Plan

Total Quality Management & Continuous Quality Improvement 33
QUALITY CONTROL PLANS (QCP) 34
PERSONNEL INSPECTION 35
SERVICE AUDITS 35
PRESENTATION 35
CLIENT MEETINGS 35
CUSTOMER SATISFACTION PROGRAM – METRICS 36
QCP REPORTING'S 36
SECURITY QC INSPECTION CHECKLIST – *SAMPLE* 37
SECURITY INTERNAL QUALITY CONTROL DEFICIENCY REPORT- *SAMPLE* 38
EXTERNAL QUALITY CONTROL CONTRACTOR DEFICIENCY REPORT – *SAMPLE* 39
QC MANAGER'S MONTHLY QUALITY CONTROL SUMMARY REPORT – *SAMPLE* 40

TOTAL QUALITY MANAGEMENT & CONTINUOUS QUALITY IMPROVEMENT

The phrase "Total Quality Management" (TQM) has been used in various business and educational applications for 40 years. Most guard service contractors provide some form of quality monitoring. Frequently, this consists of no more than responding to a client's complaint.

Consistently since 1998, Nu-Way has used a layered approach to quality control that engages all of our management and labor resources in formal total quality review, identification and correction of deficiency, and a forward-reaching system of process adjustment. We see quality as a conformance to requirements, believe that the principal standard underlying the quality program is that the company must perform exactly like the specified requirements or cause the requirements to be changed to suit the actual needs of the project. Nu-Way crafted an innovative and comprehensive hybrid of many Fortune 500 Quality Management Programs where management and control activities are supported by executive management and involve all employees at even the lowest level.

The result: each Quality Control Plan (QCP) is designed to provide our clients with a fully transparent, comprehensive and objective means of evaluating our management, our contract performance and the security officer/guard force capability. This is our business; Nu-Way's revenue is derived 100% from the protection of our clients, their assets and property. We are proud of what we do, and we want to be sure you clearly see the difference.

A combination of traditional, inspection-oriented processes with progressive education and training-oriented protocols forms a total quality management package that rivals any in our industry. All of our Quality programs all have the following four distinct objectives:

- To identify, gain, and maintain a superior level of quality of services provided to the client
- To establish and maintain excellent administrative relations with the client, client representatives
- To realize the full potential and benefit of administrative and operating resources in the service of our clients, including management and supervisory personnel and the security guard force
- To keep costs and the resulting effect on the prices paid by our clients as low as possible.

Because we recognized these objectives as the key to our business success, we designed our operational organization and our operating programs to facilitate its success. Our Quality Control template establishes the standards and practices that assure the delivery of quality service within defined operating criteria for each post, facility and project, and identifies:

- the policies, procedures and operating practices used to establish inspection systems
- provisions for the identification of operational or administrative deficiencies
- provisions for the documentation and enforcement of quality control measures
- an organizational relationship giving quality control personnel direct access to our senior management
- the method by which identified deficiencies are reported to our customer's representative.

And we continuously examine our methodologies, adding only refinements that improve the quality of security officer services and premises protection. The overriding objective of the quality assurance program is continuous process improvement. The key to continuous process improvement is a carefully planned, rigorously enforced inspection program. Qualified and motivated team leaders at every functional level of operating activity must carry out this program.

QUALITY CONTROL PLANS (QCP).

The Quality Control Plan is:

- generated by our corporate contract administrator
- implemented by the project manager on the ground, day-to-day operations
- regional manager assures its compliance

We work closely with you to establish the administrative and operating standards and practices that will result in a successful project:

- Our managers have specific responsibility for service delivery at each level
- Our operating organization identifies & corrects process errors
- When your management organization identifies a process error, you tell us and we fix it - it's that simple
- We also establish a complaint center for your personnel to contact us
- When we get a complaint, we investigate, report, and appropriately correct the deficiency
- Our system provides for inspections of the operating processes
- Our line supervisors perform regular scheduled & unscheduled inspections that identify & report process errors
- These supervisors provide immediate remedial training whenever an error is identified
- Repeat errors result in a scheduled in-service training session by one of our trainers or project level managers.

Our Quality Control Plans provide:

- the structure for customized administration and operation of each account
- the means to formally record, evaluate, revise, and report actions taken by the company to correct and improve the quality of service provided
- assigns the responsibility for pre-performance development, client relations, personnel management, employee training, operational supervision, administration, and general management.
- sets the structure for on-going operational communications and liaison
- provides for the continuous examination and review of services that are provided.

Our Quality Control Plan monitors on a daily, weekly and monthly basis -- resulting in a continual "audit" of a number of quality measurements

Our Quality Control Plan monitors on a daily, weekly and monthly basis, resulting in a continual "audit" of a number of quality measurements. The control activities detailed below embody a customer-oriented approach. These Plans provide a complete supervisory framework for regular, efficient monitoring by our seasoned management team that covers all aspects of contract services and may include:

- Security officers, posts and equipment to be inspected
- Detail how those inspections are conducted
- Names and qualifications of QC inspectors, management and supervisory personnel responsible for performing inspections and detail of their responsibilities
- Objective tools to measure officer knowledge gaps/deficiencies
- Forms used for documenting results, corrective actions
- Protocols we institute for reporting to client personnel
- Files we maintain for ensuring compliance with the contract's administrative mandates

- Measures for maintaining the Plan throughout the life of the contract
- Measures for recalibration of internal benchmarks.

Each QCP is designed on our standard, highly detailed template refined and developed during our 40 years, incorporating each and every project need/requirement. Every general and post-specific application can be included in the monitoring or audit process. Every element is first mutually agreed to and correctly communicated to involved people, before it is included in QCP.

PERSONNEL INSPECTION

Nu-Way stresses extreme importance on the quality of grooming, uniform maintenance and deportment. Field Supervisors, shift leads and patrol specialists conduct unannounced "spot checks" to ensure compliance with grooming standards; ensure that uniforms are clean, well maintained and complete, and that field personnel have all required equipment. This inspection also provides an opportunity to perform in-service training, convey company information and special information about scheduled events at the site, address any problems or group performance deficiencies that may be present and to answer questions.

SERVICE AUDITS

Members of management perform regular performance audits such as:

- Review the status and documentation of business and employee licensure
- Review and approve post orders to ensure accuracy and currency
- Review and update training records and documentation where necessary
- Review and update personnel or other compliance records
- Analyze recruitment, staffing and training efforts
- Determine additional manpower or support staff requirements

Post orders are not static – they remain a work in progress to allow real time updates/adjustments commensurate with experience on the ground and the client focus. As a scheduled metric, Nu-Way solicits feedback and recommendations from the officers on the ground – recommendations that meaningfully improve quality and performance. The process keeps the officer on the ground engaged, a part of the service process and fosters a culture of ownership for a job well executed.

PRESENTATION

While focus on flawless execution of Post Orders is key, Nu-Way stresses the extreme importance of quality of grooming, uniform maintenance and deportment. Security officers are representatives of both Nu-Way and our clients – taking this reality seriously is one of many reasons Nu-Way's security services have continued without interruption for 45 years. Management monitors Post performance and safety but also monitors the officer's commitment to representing the client and the Company to their best advantage.

The result for our clients:
Nu-Way's high expectation of accountability guarantees a solid workforce of competent, reliable security officers.

CLIENT MEETINGS

Each and every month management and/or project management meet with the client to review service, share observations and evaluate the effectiveness of the security program. Where appropriate, changes in service or strategy are discussed and implemented.

Officers are front line representatives of both Nu-Way and our clients – taking this reality seriously is one of many reasons we have continued without interruption for 45 years

CUSTOMER SATISFACTION PROGRAM – METRICS

Key elements of Nu-Way's quality assurance program include Field Supervisors, shift leads and patrol specialists conducting unannounced "spot checks" to ensure compliance with grooming standards; ensure that uniforms are clean, well maintained and complete, and that field personnel have all required equipment. This inspection also provides an opportunity to perform in-service training, convey company information and special information about scheduled events at the site, address any problems or group performance deficiencies that may be present, and to answer questions.

- Monthly or Quarterly Operational Review: narrative summary of our periodic sit-down meeting at the operations level.
- Annual (or 6 month) Evaluation: We ask clients to do this evaluation of the administrative side of things, followed by a debriefing.

QCP REPORTING'S

Basic reports include:

- Personnel Qualifications
- Training Reports
- Daily (Shift) Operating Reports
- Time Reports
- Scheduling Variance
- Inspection reports
- After-Action Reports: These summarize and "attach" or "reference" actionable events and the resulting paperwork. They do not offer opinions, but may include solutions

On the following pages are samples of some of forms, records and reports:

Available/Sample *Security QC Inspection Checklist*

REPORT NO:	CONTRACT NAME:	GUARD NAME/NUMBER:
DATE:	POST #:	LOCATION:

1. POST STATUS GUARD IS PRESENT [ ] POST ABANDONED [ ] TIME FROM: _____ TO: _____

2. IDENTIFICATION			COMMENTS:
	COMPANY ID	YES [ ] NO [ ]	
	BADGE	YES [ ] NO [ ]	
	GUN PERMIT	YES [ ] NO [ ]	
	CLEARANCE ID	YES [ ] NO [ ]	
	CPR/FA CARD	YES [ ] NO [ ]	

3. EQUIPMENT, UNIFORMS, AND ACCESSORIES

IS UNIFORM COMPLETE, CLEAN, AND ALL EQUIPMENT/ACCESSORIES PRESENT AND IN WORKING CONDITION?
YES [ ] NO [ ]
COMMENTS: _____
DOES GUARD PRESENT A PROFESSIONAL APPEARANCE AND DEMEANOR? YES [ ] NO [ ]
COMMENTS: _____
DOES APPEARANCE MEET CONTRACT REQUIREMENTS? (HAIR, JEWELRY, ETC.) YES [ ] NO [ ]
COMMENTS: _____

4. POST APPEARANCE

IS AREA CLEAN AND ORDERLY? YES [ ] NO [ ] COMMENTS: _____
FREE OF FOOD, DRINKS, ETC? YES [ ] NO [ ] COMMENTS: _____

5. WEAPONS/AMMUNITION

DOES GUARD HAVE ALL REQUIRED WEAPONS AND AMMUNITION? YES [ ] NO [ ]
COMMENTS: _____
IS WEAPON CLEAN AND APPEAR TO BE IN GOOD WORKING ORDER? YES [ ] NO [ ]
COMMENTS: _____

6. RECORDS AND LOGS

FORM NUMBER _____
YES [ ] NO [ ] LEGIBLE
YES [ ] NO [ ] COMPLETE
YES [ ] NO [ ] UP-TO-DATE
YES [ ] NO [ ] ENTRY MISSING
YES [ ] NO [ ] OTHER _____

COMMENTS: _____

SECURITY OFFICER SIGNATURE: _____

SHIFT SUPERVISOR		DATE:
QUALITY CONTROL/TRAINING OFFICER		DATE:
SUPERVISOR		DATE:

Available/Sample *Internal Quality Control Deficiency Report*

NU-WAY SECURITY AND INVESTIGATIVE SERVICES
********** QUALITY CONTROL DEFICIENCY REPORT **********

REPORT NUMBER: _____ **DATE:** _____

TITLE/DESCRIPTION: _____

DISCREPANCIES:

_____
_____
_____

CORRECTIVE ACTION TAKEN:

_____
_____
_____

RESOLUTION:

_____
_____
_____
_____

SECURITY OFFICER/EMPLOYEE COUNSELED:

_____

INSPECTOR: _____ DATE: _____

CC: MASTER QUALITY CONTROL FILE
CONTRACT ADMINISTRATOR

Available/Sample *External Quality Control Contractor Deficiency Report*

CONTRACTOR DEFICIENCY REPORT

INTERNAL CONTROL NUMBER: _____

CONTRACT NUMBER: _____

TO: **SUPERVISOR**
NU-WAY SECURITY AND PRIVATE INVESTIGATIONS

FROM: **DC PUBLIC SCHOOL SYSTEM, ROCKY MOUNTAIN REGION**
CONTRACT ADMINISTRATOR

DATE OF INSPECTION:	TIME OF INSPECTION:	POST INSPECTED:

INSPECTOR SIGNATURE:	COTR/QAE'S SIGNATURE:
_____	_____

NU-WAY SECURITY AND INVESTIGATIVE SERVICES REPRESENTATIVE INVOLVED IN INSPECTION:

____ **YES** _____ **NO**

NAME: _____

TITLE: _____

INSPECTION SERVICES PERFORMED:

NU-WAY SECURITY AND INVESTIGATIVE SERVICES' CORRECTIVE ACTION TAKEN:

SUPERVISOR'S SIGNATURE: _____

DATE: _____

Available/Sample QC MANAGER'S MONTHLY QUALITY CONTROL SUMMARY REPORT

MEMORANDUM

TO: **CONTRACTING OFFICER'S TECHNICAL REPRESENTITIVE**
DC PUBLIC SCHOOL SYSTEM CONTRACT

FROM: **SUPERVISOR**
NU-WAY SECURITY AND INVESTIGATIVE SERVICES

DATE: **OCTOBER 1, 2011**

SUBJECT: **QUALITY CONTROL REPORT FOR OCTOBER, 2011**

1. REFERENCE THE ATTACHED INSPECTION SHEETS AND THE INSPECTION SUMMARY REPORT.
2. THE INSPECTIONS FOR NOVEMBER 2001 HAVE BEEN COMPLETED AND THE INSPECTION SHEETS AND RE-WORK ORDERS ARE ATTACHED FOR YOUR REVIEW. THE SUMMARY PROVIDES THE RESULTS FOR NOVEMBER 2001. EACH FUNCTION IS SUMMARIZED ACCORDING TO THE PWS IN THE QUALITY CONTROL PLAN.
3. NU-WAY SECURITY AND INVESTIGATIVE SERVICES RECEIVED 3 CUSTOMER COMPLAINTS AND VALIDATED 3 COMPLAINTS. ALL WERE CORRECTED WITHIN ONE WORKDAY AFTER RECEIPT. THE 3 RECEIVED IN NOVEMBER WERE HIGHER THAN IN OCTOBER. REVIEW OF EACH COMPLAINT DID NOT IDENTIFY A TREND OF UNSATISFACTORY PERFORMANCE. EACH COMPLAINT FORM IS ENCLOSED FOR YOUR REVIEW.
4. THE BRIEFING CHARTS FOR NOVEMBER ARE ENCLOSED AND WILL BE PRESENTED AT THE MONTHLY TELEPHONIC REVIEW AND ANALYSIS MEETING
5. AS YOU CAN SEE, ALL AREAS WERE SATISFACTORY DURING NOVEMBER. THOSE DEFICIENCIES THAT WERE IDENTIFIED WERE CORRECTED BY RE-WORK ORDERS. ALL RE-WORK ORDERS ARE ENCLOSED FOR YOUR REVIEW.
6. QUESTIONS CONCERNING THESE DOCUMENTS SHOULD BE DIRECTED TO THE UNDERSIGNED.

_____ _____

SUPERVISOR DATE:

CC: QUALITY CONTROL/TRAINING OFFICER
MR. WILLIE PATTON, JR.
PRESIDENT - NU-WAY SECURITY AND INVESTIGATIVE SERVICES

Exhibit G

Department of the Treasury
Internal Revenue Service

Notice 1015

(Rev. December 2012)

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 2012 are less than $50,270 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, 2013.

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 from IRS.gov or by calling 1-800-829-3676.

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 Pub. 596, Earned Income Credit (EIC), or the instructions for Form 1040, 1040A, or 1040EZ.

How Do My Employees Claim the EIC?

Eligible employees claim the EIC on their 2012 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 2012 and owes no tax but is eligible for a credit of $800, he or she must file a 2012 tax return to get the $800 refund.

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

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)

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.

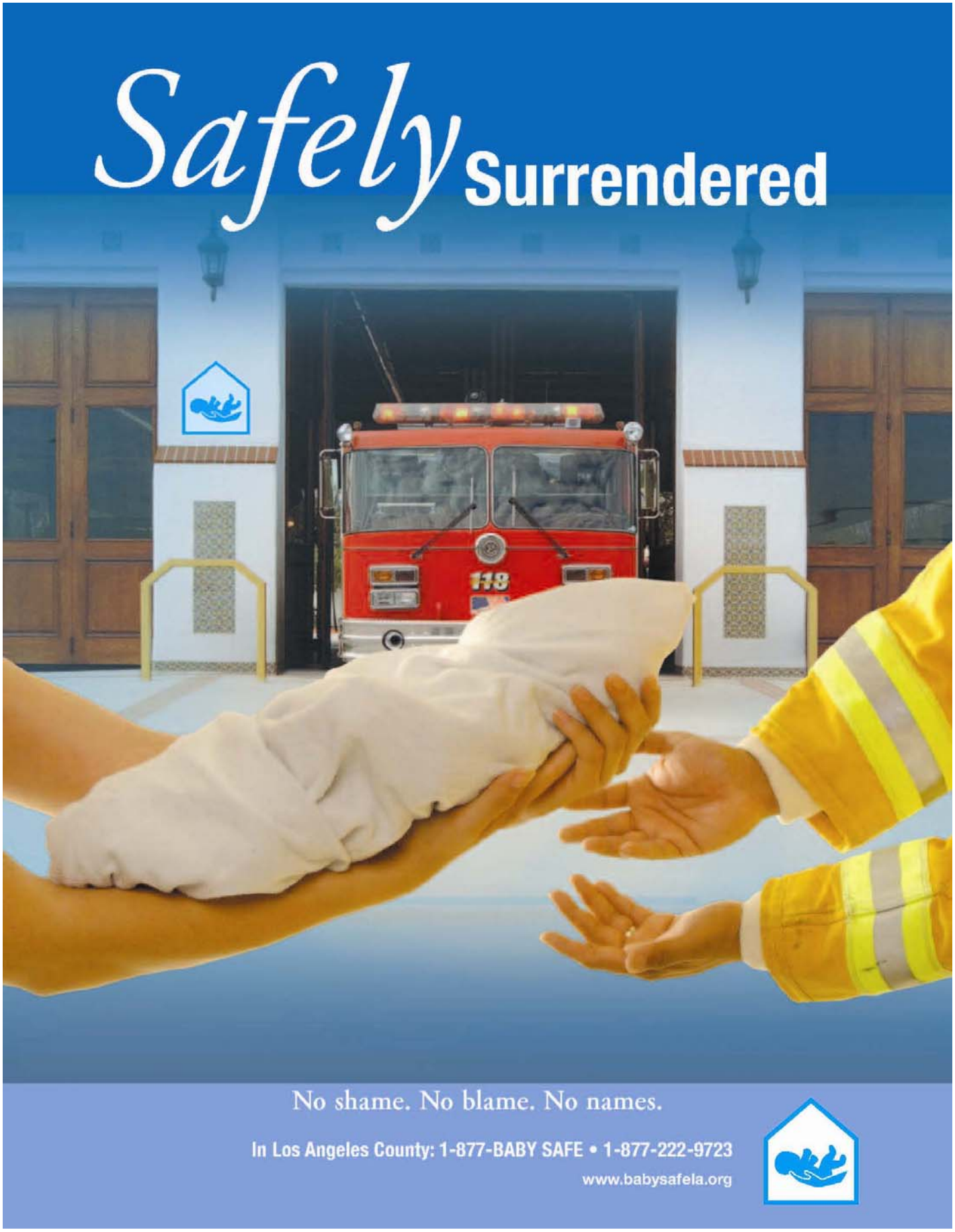
"Dominant in its field of operation" means having more than ten employees and annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, exceed $500,000.

"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
118
No shame. No blame. No names.
In Los Angeles County: 1-877-BABY SAFE • 1-877-222-9723
www.babysafela.org

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.

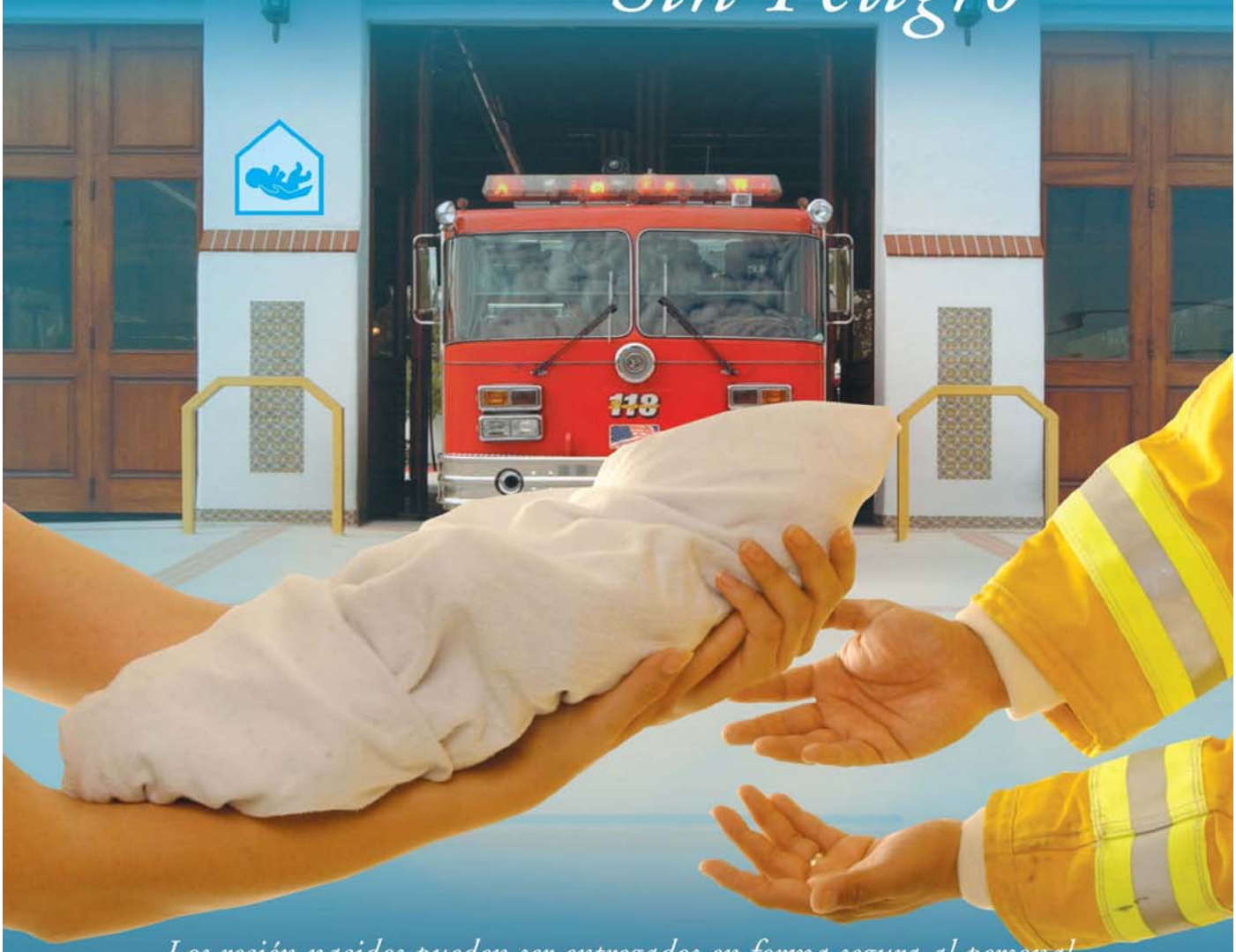
Why is California doing this?

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.

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

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.

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 less than a living wage to their employees causes them to use such services thereby placing an additional burden on the county of Los Angeles. (Ord. 99-0048 § 1 (part), 1999.)

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. (Ord. 99-0048 § 1 (part), 1999.)

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. (Ord. 99-0048 § 1 (part), 1999.)

*Editor's note: Ordinance 99-0048, which enacted Ch. 2.201, is effective on July 22, 1999.

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 $8.32 per hour with health benefits, or $9.46 per hour without health benefits.

B. To qualify for the living wage rate with health benefits, an employer shall pay at least $1.14 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. (Ord. 99-0048 § 1 (part), 1999.)

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 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:

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, not to exceed three years. (Ord. 99-0048 § 1 (part), 1999.)

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 ☐ Subcontractor ☐		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 Aggre-- gate 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 _____

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:
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.	

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 listed below:

1. 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 toward health benefits for you and your dependents, **OR**

2. You must be paid not less than the living wage rate of $11.84 per hour:

   a. 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.

   b. 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 Internal Services Department 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.

If you believe your rights have been violated, you should immediately contact the following:

PARKS AND RECREATION, JIM NORWOOD	(626) 821-4671
County Department Administering this Contract	County Department Phone Number

OR

Internal Services Department
Countywide Contract Compliance Section
Living Wage Hotline
(888) 550-WAGE OR (888) 550-9243

Revised: January 2012

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:

1. 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 para usted y sus dependientes, **O**

2. Se le debe pagar no menos del salario digno de $11.84 por hora:

   a. 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.

   b. El salario digno de $11.84 por hora incluye los $2.20 por hora que le permite a usted adquirir beneficios médicas 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 despida por denunciar infracciones con la Ordenanza de Salario Digno. Todo acto de represalia se puede reportar al Internal Services Department 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 reune los requisitos para calificar. Para recibir el formulario, comuníquese con su empleador o al IRS al número gratuito (800) 829-3676.

Si usted cree que sus derechos sobre la Ordenanza de Salario Digno han sido violados, favor de llamar a los siguientes teléfonos de inmediato:

PARKS AND RECREATION, HUMBERTO CHAIREZ	(626) 821-4654
Nombre del Departamento del Condado que administra este contrato	Número de teléfono de dicho departamento

O

Internal Services Department
Countywide Contracta Compílanse Sección
Línea Directa para Quejas sobre el Salario Digno:
(888) 550-WAGE o (888) 550-9243

Revised: January 2012

EXHIBIT N

CONTRACTOR CONFIDENTIALITY CERTIFICATION

CONTRACTOR NAME **Nu-Way Security and Investigative Services Inc.** Contract No. RFP# DPR-SEC-20

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: Willie Patton DATE: 9 / 23 / 2014

PRINTED NAME: Willie Patton Jr

POSITION: President

(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.)

Exhibit O

Title 2 ADMINISTRATION
Chapter 2.206 DEFAULTED PROPERTY TAX REDUCTION PROGRAM

2.206.010 Findings and Declarations.

The Board of Supervisors finds that significant revenues are lost each year as a result of taxpayers who fail to pay their tax obligations on time. The delinquencies impose an economic burden upon the County and its taxpayers. Therefore, the Board of Supervisors establishes the goal of ensuring that individuals and businesses that benefit financially from contracts with the County fulfill their property tax obligation. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.020 Definitions.

The following definitions shall be applicable to this chapter:

A. “Contractor” shall mean any person, firm, corporation, partnership, or combination thereof, which submits a bid or proposal or enters into a contract or agreement with the County.

B. “County” shall mean the county of Los Angeles or any public entities for which the Board of Supervisors is the governing body.

C. “County Property Taxes” shall mean any property tax obligation on the County's secured or unsecured roll; except for tax obligations on the secured roll with respect to property held by a Contractor in a trust or fiduciary capacity or otherwise not beneficially owned by the Contractor.

D. “Department” shall mean the County department, entity, or organization responsible for the solicitation and/or administration of the contract.

E. “Default” shall mean any property tax obligation on the secured roll that has been deemed defaulted by operation of law pursuant to California Revenue and Taxation Code section 3436; or any property tax obligation on the unsecured roll that remains unpaid on the applicable delinquency date pursuant to California Revenue and Taxation Code section 2922; except for any property tax obligation dispute pending before the Assessment Appeals Board.

F. “Solicitation” shall mean the County’s process to obtain bids or proposals for goods and services.

G. “Treasurer-Tax Collector” shall mean the Treasurer and Tax Collector of the County of Los Angeles. (Ord. No. 2009-0026 § 1 (part), 2009.)

Title 2 ADMINISTRATION
Chapter 2.206 DEFAULTED PROPERTY TAX REDUCTION PROGRAM

2.206.030 Applicability.

This chapter shall apply to all solicitations issued 60 days after the effective date of the ordinance codified in this chapter. This chapter shall also apply to all new, renewed, extended, and/or amended contracts entered into 60 days after the effective date of the ordinance codified in this chapter. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.040 Required Solicitation and Contract Language.

All solicitations and all new, renewed, extended, and/or amended contracts shall contain language which:

A. Requires any Contractor to keep County Property Taxes out of Default status at all times during the term of an awarded contract;

B. Provides that the failure of the Contractor to comply with the provisions in this chapter may prevent the Contractor from being awarded a new contract; and

C. Provides that the failure of the Contractor to comply with the provisions in this chapter may constitute a material breach of an existing contract, and failure to cure the breach within 10 days of notice by the County by paying the outstanding County Property Tax or making payments in a manner agreed to and approved by the Treasurer-Tax Collector, may subject the contract to suspension and/or termination. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.050 Administration and compliance certification.

A. The Treasurer-Tax Collector shall be responsible for the administration of this chapter. The Treasurer-Tax Collector shall, with the assistance of the Chief Executive Officer, Director of Internal Services, and County Counsel, issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other departments.

B. Contractor shall be required to certify, at the time of submitting any bid or proposal to the County, or entering into any new contract, or renewal, extension or amendment of an existing contract with the County, that it is in compliance with this chapter is not in Default on any County Property Taxes or is current in payments due under any approved payment arrangement. (Ord. No. 2009-0026 § 1 (part), 2009.)

Title 2 ADMINISTRATION
Chapter 2.206 DEFAULTED PROPERTY TAX REDUCTION PROGRAM

2.206.060 Exclusions/Exemptions.

A. This chapter shall not apply to the following contracts:

1. Chief Executive Office delegated authority agreements under $50,000;
2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor;
3. A purchase made through a state or federal contract;
4. A contract where state or federal monies are used to fund service related programs, including but not limited to voucher programs, foster care, or other social programs that provide immediate direct assistance;
5. Purchase orders under a master agreement, where the Contractor was certified at the time the master agreement was entered into and at any subsequent renewal, extension and/or amendment to the master agreement.
6. Purchase orders issued by Internal Services Department under $100,000 that is not the result of a competitive bidding process.
7. Program agreements that utilize Board of Supervisors' discretionary funds;
8. National contracts established for the purchase of equipment and supplies for and by the National Association of Counties, U.S. Communities Government Purchasing Alliance, or any similar related group purchasing organization;
9. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles Purchasing Policy and Procedures Manual, section P-3700 or a successor provision;
10. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, section 4.6.0 or a successor provision;
11. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section P-2810 or a successor provision;
12. A non-agreement purchase worth 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

13. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual section P-0900 or a successor provision;

14. Other contracts for mission critical goods and/or services where the Board of Supervisors determines that an exemption is justified.

B. Other laws. This chapter shall not be interpreted or applied to any Contractor in a manner inconsistent with the laws of the United States or California. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.070 Enforcement and Remedies.

A. The information furnished by each Contractor certifying that it is in compliance with this chapter shall be under penalty of perjury.

B. No Contractor shall willfully and knowingly make a false statement certifying compliance with this chapter for the purpose of obtaining or retaining a County contract.

C. For 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; and/or,

3. Recommend to the Board of Supervisors that an exemption is justified pursuant to Section 2.206.060.A.14 of this chapter or payment deferral as provided pursuant to the California Revenue and Taxation Code. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.080 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. No. 2009-0026 § 1 (part), 2009.)

EXHIBIT 24

COUNTY OF LOS ANGELES
DEPARTMENT OF PARKS AND RECREATION

CERTIFICATION OF COMPLIANCE

GREEN INITIATIVES

I, Willie Patton Jr., as the President
Name (please print or type) Title

of Nu-Way Security & Investigative Svcs providing services at
Name of company

County of Los Angeles Department of Parks and Recreation,
County facility (ies)

I, hereby certify that our Company shall use reasonable efforts to initiate "green" practices for environmental and energy conservation benefits. Our Company shall purchase, store, and use environmentally and human friendly products that are compatible with products used by the County of Los Angeles.

Willie Patton
Signed

June 10, 2013
Dated

ORDINANCE NO. 2009-0044

An ordinance amending Title – 17 Parks, Beaches and Other Public Places, to prohibit smoking in parks.

The Board of Supervisors of the County of Los Angeles ordains as follows-

SECTION 1. Section 17.04.035 is hereby added to read as follows:

17.04.035 Contract-operated facilities.

"Contract-operated facilities" means parks, which are operated, controlled, or maintained, in whole or in part, pursuant to an agreement with a lessee, concessionaire, operator, contractor, or vendor, for the purpose of providing recreational services to the public.

SECTION 2. Section 17.04.185 is hereby added to read as follows:

17.04.185 Smoking.

"Smoke" or "smoking" shall have the meaning as set forth in Section 11.64.020(13) of this code.

SECTION 3. Section 17.04.645 is hereby added to read as follows:

17.04.645 Smoking Prohibited,

Smoking shall be prohibited at all parks, except:

1. Smoking shall be permitted by actors who are acting during a permitted production or by models during a permitted photography session, unless otherwise determined by the Director, in consultation with the applicable Fire Official: and

2 Smoking shall be permitted within contract-operated facilities, in designated areas, at the discretion of the Director, in consultation with the operators of said facilities.

[1704035CSCC]