



County of Los Angeles
Chief Executive Office

PUBLIC SAFETY CLUSTER AGENDA REVIEW MEETING

FESIA A. DAVENPORT
Chief Executive Officer

DATE: Wednesday, March 3, 2021

TIME: 10:00 a.m.

**DUE TO CLOSURE OF ALL COUNTY BUILDING, TO PARTICIPATE IN THE MEETING CALL
TELECONFERENCE NUMBER: (323) 776-6996 ID: 169948309#**

[Click here to join the meeting](#)

AGENDA

Members of the Public may address the Public Safety Cluster on any agenda item by submitting a written request prior to the meeting. Two (2) minutes are allowed per person in total for each item.

1. CALL TO ORDER

2. GENERAL PUBLIC COMMENT

3. INFORMATIONAL ITEM(S) [Any Information Item is subject to discussion and/or presentation at the request of two or more Board offices with advance notification]:

A. Board Letter:

APPROVE THE ACCEPTANCE AND RENEWAL OF GRANT FUNDS FROM THE STATE OF CALIFORNIA DEPARTMENT OF PARKS AND RECREATION, DIVISION OF BOATING AND WATERWAYS, FOR COST REIMBURSEMENT OF RESCUE BOAT OPERATIONS AND MARINE FIREFIGHTING TRAINING COURSES

Speaker(s): Christopher Anderson and Anthony Marrone (Fire)

B. Board Letter:

TIEBACK LICENSE, REMAINING ENCROACHMENT, AND ABANDONMENT AGREEMENT BETWEEN THE CONSOLIDATED FIRE PROTECTION DISTRICT AND WEHO INVESTORS, LLC, A DELAWARE LIMITED LIABILITY COMPANY – FIRE STATION 8

Speaker(s): Christopher Anderson and Debbie Aguirre (Fire)

C. Board Letter:

APPROVAL OF AN AMENDMENT TO AGREEMENT NUMBER 77285 WITH CERNER CORPORATION IN SUPPORT OF THE 21ST CENTURY CURES ACT: INTEROPERABILITY, INFORMATION BLOCKING, AND THE OFFICE OF THE NATIONAL COORDINATOR FOR HEALTH INFORMATION TECHNOLOGY CERTIFICATION PROGRAM

Speaker(s): Robert Smythe and Jim Green (Probation)

4. PRESENTATION/DISCUSSION ITEM(S):

- A.** Board Introduction:
INTRODUCTION OF THE CHIEF PROBATION OFFICER ADOLFO GONZALES
Speaker(s): Adolfo Gonzales (Probation)
- B.** Board Letter:
AUTHORIZATION TO APPLY FOR AND ACCEPT FUNDING UNDER THE JUVENILE JUSTICE CRIME PREVENTION ACT AND THE YOUTHFUL OFFENDER BLOCK GRANT FRO FISCAL YEAR 2021-22 FROM THE BOARD OF STATE AND COMMUNITY CORRECTIONS
Speaker(s): Robert Smythe and Felicia Cotton (Probation)
- C.** Board Letter:
APPROVE CONTRACT WITH SECURITAS SECURITY SERVICES USA, INC. FOR AS-NEEDED SECURITY GUARD SERVICES
Speaker(s): John Lindsay and Angelo Faiella (Sheriff)
- D.** Board Briefing:
REFORM AND OVERSIGHT EFFORTS: LOS ANGELES COUNTY SHERIFF'S DEPARTMENT
Speaker(s): Max Huntsman (OIG)

5. PUBLIC COMMENTS

6. ADJOURNMENT

7. UPCOMING ITEMS:

- A.** Board Letter:
APPROVAL OF SUPPLEMENTAL LAW ENFORCEMENT SERVICES AGREEMENTS
Speaker(s): Julie Lowe and Rudy Sanchez (Sheriff)
- B.** Board Letter:
ACCEPT A GRANT AWARD FROM THE CALIFORNIA GOVERNOR'S OFFICE OF EMERGENCY SERVICES FOR FISCAL YEAR 2020 CALIFORNIA COVERDELL PROGRAM
Speaker(s): Karen Anderson and Elida Rodriguez (Sheriff)
- C.** Board Briefing:
INMATE WELFARE FUND STATUS BRIEFING
Speaker(s): Kelly Porowski, Kimberly Unland and Richard Martinez (Sheriff's)
- D.** Board Letter:
AUTHORIZE THE LOS ANGELES COUNTY DISTRICT ATTORNEY'S OFFICE TO EXECUTE A CONTRACT WITH A SPECIAL PROSECUTOR TO INVESTIGATE, PROVIDE RECOMMENDATIONS, AND PROSECUTE POLICE MISCONDUCT CASES
Speaker(s): TBD (District Attorney)

Wednesday, March 3, 2021

IF YOU WOULD LIKE TO EMAIL A COMMENT ON AN ITEM ON THE PUBLIC SAFETY CLUSTER AGENDA, PLEASE USE THE FOLLOWING EMAIL AND INCLUDE THE AGENDA NUMBER YOU ARE COMMENTING ON:

PUBLIC_SAFETY_COMMENTS@CEO.LACOUNTY.GOV



COUNTY OF LOS ANGELES FIRE DEPARTMENT

1320 NORTH EASTERN AVENUE
LOS ANGELES, CALIFORNIA 90063-3294
(323) 881-2401
www.fire.lacounty.gov

"Proud Protectors of Life, Property, and the Environment"

BOARD OF SUPERVISORS

HILDA L. SOLIS
FIRST DISTRICT

HOLLY J. MITCHELL
SECOND DISTRICT

SHEILA KUEHL
THIRD DISTRICT

JANICE HAHN
FOURTH DISTRICT

KATHRYN BARGER
FIFTH DISTRICT

DARYL L. OSBY
FIRE CHIEF
FORESTER & FIRE WARDEN

March 16, 2021

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:

**APPROVE THE ACCEPTANCE AND RENEWAL OF GRANT FUNDS FROM THE STATE OF CALIFORNIA DEPARTMENT OF PARKS AND RECREATION, DIVISION OF BOATING AND WATERWAYS, FOR COST REIMBURSEMENT OF RESCUE BOAT OPERATIONS AND MARINE FIREFIGHTING TRAINING COURSES
(ALL DISTRICTS) (3-VOTES)**

SUBJECT

The Consolidated Fire Protection District of Los Angeles County (District) is requesting Board of Supervisors' approval to accept and renew grant funds up to \$240,000 from the State of California Department of Parks and Recreation, Division of Boating and Waterways (contract number #C2070815), for cost reimbursement associated with conducting rescue boat operations and marine firefighting training courses.

IT IS RECOMMENDED THAT YOUR HONORABLE BOARD, ACTING AS THE GOVERNING BODY OF THE CONSOLIDATED FIRE PROTECTION DISTRICT OF LOS ANGELES COUNTY:

1. Authorize the Fire Chief, or his designee, to accept up to \$240,000 in grant funds from the State of California Department of Parks and Recreation, Division of Boating and Waterways (contract number #C2070815), for cost reimbursement associated with conducting rescue boat operations and marine firefighting training courses.

SERVING THE UNINCORPORATED AREAS OF LOS ANGELES COUNTY AND THE CITIES OF:

AGOURA HILLS
ARTESIA
AZUSA
BALDWIN PARK
BELL
BELL GARDENS
BELLFLOWER
BRADBURY
CALABASAS

CARSON
CERRITOS
CLAREMONT
COMMERCE
COVINA
CUDAHY
DIAMOND BAR
DUARTE

EL MONTE
GARDENA
GLEN DORA
HAWAIIAN GARDENS
HAWTHORNE
HERMOSA BEACH
HIDDEN HILLS
HUNTINGTON PARK
INDUSTRY

INGLEWOOD
IRVINDALE
LA CANADA-FLINTRIDGE
LA HABRA
LA MIRADA
LA PUENTE
LAKEWOOD
LANCASTER

LAWDALE
LOMITA
LYNWOOD
MALIBU
MAYWOOD
NORWALK
PALMDALE
PALOS VERDES ESTATES
PARAMOUNT

PICO RIVERA
POMONA
RANCHO PALOS VERDES
ROLLING HILLS
ROLLING HILLS ESTATES
ROSEMEAD
SAN DIMAS
SANTA CLARITA

SIGNAL HILL
SOUTH EL MONTE
SOUTH GATE
TEMPLE CITY
VERNON
WALNUT
WEST HOLLYWOOD
WESTLAKE VILLAGE
WHITTIER

2. Delegate authority to the Fire Chief, or his designee, to execute all grant agreements, future amendments, modifications, extensions, and augmentations as required by the State of California Department of Parks and Recreation, Division of Boating and Waterways, that are associated with the renewal, administration and management of this grant, provided that all documents are approved as to form by County Counsel.

PURPOSE OF RECOMMENDED ACTION

Approval of the recommended actions will ensure the District continues to receive cost reimbursement from the State of California Department of Parks and Recreation, Division of Boating and Waterways Grant Funding Program, for rescue boat operations and marine firefighting training courses that enhance public safety while meeting State and District training requirements.

The District's Lifeguard Division has been conducting boating safety and enforcement courses under Board of Supervisors' approval for the past 16 years. During this time, the District's Lifeguard Division has trained over 690 personnel and received over \$544,252 in cost reimbursement.

The boating safety and enforcement courses offered have been customized to meet State requirements, as well as District operational standards. These courses include instruction on basic boating skills, rescue boat operations, marine firefighting, distressed vessel assistance, surf rescues, boat dewatering, and life and property protection. This training is available to District personnel, as well as personnel from other public safety agencies.

Implementation of Strategic Plan Goals

Approval of the recommended actions is consistent with the County's Strategic Plan Goal No. III, Strategy III.1.1: Develop Staff Through High Quality Multi-Disciplinary Approaches to Training by enabling the District to maximize opportunities to measurably improve client and community outcomes and leverage resources through the continuous integration of health, community, and public safety services.

FISCAL IMPACT/FINANCING

The State of California Department of Parks and Recreation, Division of Boating and Waterways, will reimburse the District up to \$240,000 for training costs associated with conducting rescue boat operations and marine firefighting training courses scheduled for Fiscal Year (FY) 2021-22 through FY 2024-2025.

There is no impact to net County cost.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The State of California Department of Parks and Recreation, Division of Boating and Waterways, has provided the District with guidelines for the administration of this grant. These guidelines detail the activities and expenditures allowable for reimbursement.

Reimbursement and payment will be verified against personnel timekeeping records. All grant agreements, future amendments, modifications, extensions, and augmentations as required by the State of California Department of Parks and Recreation, Division of Boating and Waterways, associated with the renewal, administration and management of this grant will be executed according to State and County guidelines, provided that all documents are approved as to form by County Counsel.

IMPACT ON CURRENT SERVICES

Approval of the recommended actions will provide the District with the ability to provide personnel with a thorough and comprehensive rescue boat operations, and marine firefighting training program. This joint partnership between the District and the State of California Department of Parks and Recreation, Division of Boating and Waterways, will enhance public safety.

CONCLUSION

Upon approval by your Honorable Board, please electronically submit a Statement of Proceedings to the following:

Consolidated Fire Protection District of Los Angeles County
Executive Office – Emergency Operations
Chief Deputy David R. Richardson Jr.
1320 North Eastern Avenue
Los Angeles, CA 90063

The District's contact may be reached at (323) 881-6178

Respectfully submitted,

DARYL L. OSBY, FIRE CHIEF

DLO:fb

Enclosures

c: Chief Executive Officer
County Counsel
Executive Office

STATE OF CALIFORNIA

AGREEMENT SUMMARY

STD 215 (Rev. 04/2020)

AGREEMENT NUMBER

C2070815

AMENDMENT NUMBER

☒ CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED

1. CONTRACTOR'S NAME Los Angeles County Fire Department		2. FEDERAL I.D. NUMBER 95-6000927
3. AGENCY TRANSMITTING AGREEMENT Department of Parks and Recreation	4. DIVISION, BUREAU, OR OTHER UNIT Boating and Waterways	5. AGENCY BILLING CODE 053706
6a. CONTRACT ANALYST NAME Marika Gordon	6b. EMAIL marika.gordon@parks.ca.gov	6c. PHONE NUMBER (916) 327-1828
7. HAS YOUR AGENCY CONTRACTED FOR THESE SERVICES BEFORE? <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes (If Yes, enter prior Contractor Name and Agreement Number) PRIOR CONTRACTOR NAME: Los Angeles County Fire Department PRIOR AGREEMENT NUMBER: C1770602		

8. BRIEF DESCRIPTION OF SERVICES
Marine Law Enforcement Training- Boating safety and boating law enforcement training for peace officers and other first responders. The training classes are in compliance with the curriculum shared between the Division of Boating and Waterways and the Los Angeles County Fire Department for Rescue Boat Operations, Marine Firefighter Operations, and other courses. This training will provide peace officers and other first responders with necessary skills and knowledge to enable them to provide for the health and safety of California's boaters, natural resources and property. There will be nine Rescue Boat Operations courses and six Marine Firefighter Operations courses.

9. AGREEMENT OUTLINE (Include reason for Agreement: Identify specific problem, administrative requirement, program need or other circumstances making the Agreement necessary; include special or unusual terms and conditions.)

The reason for this needed program is to ensure that peace officers and other first responders have the necessary skills and knowledge to enable them to provide for the health and safety of California's boaters, natural resources and property.

10. PAYMENT TERMS (More than one may apply)

<input type="checkbox"/> Monthly Flat Rate	<input type="checkbox"/> Quarterly	<input type="checkbox"/> One-Time Payment	<input type="checkbox"/> Progress Payment
<input checked="" type="checkbox"/> Itemized Invoice	<input type="checkbox"/> Withhold _____ %	<input type="checkbox"/> Advanced Payment Not To Exceed _____ %	
<input type="checkbox"/> Reimbursement / Revenue			
<input type="checkbox"/> Other (Explain)			

11. PROJECTED EXPENDITURES

FUND TITLE	ITEM	FISCAL YEAR	CHAPTER	STATUTE	PROJECTED EXPENDITURES
<input checked="" type="checkbox"/> FTF	3790-001-0890	20/21	6	21	\$80,000.00
<input checked="" type="checkbox"/> FTF	3790-001-0890	21/22	TBD	22	\$80,000.00
<input checked="" type="checkbox"/> FTF	3790-001-0890	22/23	TBD	23	\$80,000.00

OBJECT CODE 335	AGREEMENT TOTAL \$240,000.00
OPTIONAL USE Funding= Account: 5322100, Alt Account: 5322100000000, Project: 3790RBSTRAIN, Reporting Structure: 37900706, Activity: 101A0, Object Code: 335, Supplier ID: 12357, PC# 61362	AMOUNT ENCUMBERED BY THIS DOCUMENT \$240,000.00
	PRIOR AMOUNT ENCUMBERED FOR THIS AGREEMENT \$0.00
I certify upon my own personal knowledge that the budgeted funds for the current budget year are available for the period and purpose of the expenditure stated above.	TOTAL AMOUNT ENCUMBERED TO DATE \$240,000.00

ACCOUNTING OFFICER'S SIGNATURE	ACCOUNTING OFFICER'S NAME (Print or Type)	DATE SIGNED
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12. AGREEMENT

STATE OF CALIFORNIA
AGREEMENT SUMMARY

STD 215 (Rev. 04/2020)

AGREEMENT NUMBER

C2070815

AMENDMENT NUMBER

Original				
AGREEMENT	TERM FROM	TERM THROUGH	TOTAL COST OF THIS TRANSACTION	BID, SOLE SOURCE, EXEMPT
Original	10/01/2021	09/30/2024	\$240,000.00	Exempt
<input type="checkbox"/> + Amendment 1				
TOTAL			\$240,000.00	

13. BIDDING METHOD USED

- ☐ Request for Proposal (RFP) (Attach justification if secondary method is used)
 ☐ Use of Master Service Agreement
☐ Invitation for Bid (IFB)
 ☒ Exempt from Bidding (Give authority for exempt status)
 ☐ Sole Source Contract (Attach STD. 821)
☐ Other (Explain) SCM Vol 1, 5.80 (A5)

Note: Proof of advertisement in the State Contracts Register or an approved form STD. 821, Contract Advertising Exemption Request, must be attached

14. SUMMARY OF BIDS (List of bidders, bid amount and small business status) (If an amendment, sole source, or exempt, leave blank)

15. IF AWARD OF AGREEMENT IS TO OTHER THAN THE LOWER BIDDER, EXPLAIN REASON(S) (If an amendment, sole source, or exempt, leave blank)

16. WHAT IS THE BASIS FOR DETERMINING THAT THE PRICE OR RATE IS REASONABLE?

Research was conducted to determine the fair market value that the price is reasonable.

17a. JUSTIFICATION FOR CONTRACTING OUT (Check one)

- ☐ Contracting out is based on cost savings per Government Code 19130(a). The State Personnel Board has been so notified.
 ☐ Contracting out is justified based on Government Code 19130(b). When this box is checked, a completed JUSTIFICATION - CALIFORNIA CODE OF REGULATIONS, TITLE 2, SECTION 547.60 must be attached to this document.
☒ Not Applicable (Interagency / Public Works / Other Public Entity)

17b. EMPLOYEE BARGAINING UNIT NOTIFICATION

- ☒ By checking this box, I hereby certify compliance with Government Code section 19132(b)(1).

AUTHORIZED SIGNATURE		SIGNER'S NAME (Print or Type)		DATE SIGNED
18. FOR AGREEMENTS IN EXCESS OF \$5,000: Has the letting of the agreement been reported to the Department of Fair Employment and Housing?		<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes <input type="checkbox"/> N/A		22. REQUIRED RESOLUTIONS ARE ATTACHED <input type="checkbox"/> No <input type="checkbox"/> Yes <input checked="" type="checkbox"/> N/A 23. IS THIS A SMALL BUSINESS AND/OR A DISABLED VETERAN BUSINESS CERTIFIED BY DGS? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes SB/DVBE Certification Number:
19. HAVE CONFLICT OF INTEREST ISSUES BEEN IDENTIFIED AND RESOLVED AS REQUIRED BY THE STATE CONTRACT MANUAL SECTION 7.10?		<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes <input type="checkbox"/> N/A		
20. FOR CONSULTING AGREEMENTS: Did you review any contractor evaluations on file with the DGS Legal Office?		<input type="checkbox"/> None on file <input type="checkbox"/> No <input type="checkbox"/> Yes <input checked="" type="checkbox"/> N/A		
21. IS A SIGNED COPY OF THE FOLLOWING ON FILE AT YOUR AGENCY FOR THIS CONTRACTOR? A. Contractor Certification Clauses <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes <input type="checkbox"/> N/A B. STD 204 Vendor Data Record <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes <input type="checkbox"/> N/A				

24. ARE DISABLED VETERANS BUSINESS ENTERPRISE GOALS REQUIRED? (If an amendment, explain changes if any)

- ☒ No (Explain below) ☐ Yes _____ % of Agreement

25. IS THIS AGREEMENT (WITH AMENDMENTS) FOR A PERIOD OF TIME LONGER THAN THREE YEARS?

- ☒ No ☐ Yes (If Yes, provide justification below)

I certify that all copies of the referenced Agreement will conform to the original agreement sent to the Department of General Services.

SIGNATURE	NAME/TITLE (Print or Type)	DATE SIGNED
	Marika Gordon/ Contract Analyst	

STATE OF CALIFORNIA

AGREEMENT SUMMARY

STD 215 (Rev. 04/2020)

AGREEMENT NUMBER

C2070815

AMENDMENT NUMBER

JUSTIFICATION - CALIFORNIA CODE OF REGULATIONS, TITLE 2, SECTION 547.60

In the space provided below, the undersigned authorized state representative documents, with specificity and detailed factual information, the reasons why the contract satisfies one or more of the conditions set forth in Government Code section 19130(b). Please specify the applicable subsection. Attach extra pages if necessary.

See DPR 216

The undersigned represents that, based upon his or her personal knowledge, information or belief the above justification correctly reflects the reasons why the contract satisfies Government Code section 19130(b).

SIGNATURE	NAME/TITLE(Print or Type) Marika Gordon/ Contract Analyst	DATE SIGNED	
PHONE NUMBER (916) 327-1828	STREET ADDRESS One Capitol Mall, Suite 500		
EMAIL marika.gordon@parks.ca.gov	CITY Sacramento	STATE CA	ZIP 95814

GOVERNMENT CODE SECTION 19130(b) JUSTIFICATION (Supplement to STD 215)

Pursuant to California Civil Code of Regulations, Title 2, Section 547.60, whenever an agency executes a personal services contract under Government Code section 19130, subdivision (b), the agency must document the reasons why the contract satisfies one or more of the conditions specified. As part of this justification, please complete the following form in its entirety and attach to the STD 215.

CONTRACT AND CONTACT INFORMATION		
CONTRACT NUMBER C2070815	CONTRACTOR (If known) Los Angeles County Fire Dept.	CONTRACT TITLE Los Angeles County Fire Dept.
BRIEF DESCRIPTION OF SERVICES BEING PROVIDED Services include boating safety and boating law enforcement training for peace officers and other first responders. This training will provide peace officers and other first responders with necessary skills and knowledge to enable them to provide for the health and safety of California's boaters, natural resources and property.		

GOVERNMENT CODE SECTION 19130(b) – select appropriate subsection(s)	
<input type="checkbox"/>	(1) The functions contracted are exempted from civil service by Section 4 of Article VII of the California Constitution, which describes exempt appointments.
<input type="checkbox"/>	(2) The contract is for a new state function and the Legislature has specifically mandated or authorized the performance of the work by independent contractors.
<input checked="" type="checkbox"/>	(3) The services contracted are not available within civil service, cannot be performed satisfactorily by civil service employees, or are of such a highly specialized or technical nature that the necessary expert knowledge, experience, and ability are not available through the civil service system.
<input type="checkbox"/>	(4) The services are incidental to a contract for the purchase or lease of real or personal property. Contracts under this criterion, known as "service agreements," shall include, but not be limited to, agreements to service or maintain office equipment or computers that are leased or rented.
<input type="checkbox"/>	(5) The legislative, administrative, or legal goals and purposes cannot be accomplished through the utilization of persons selected pursuant to the regular civil service system. Contracts are permissible under this criterion to protect against a conflict of interest or to ensure independent and unbiased findings in cases where there is a clear need for a different, outside perspective. These contracts shall include, but not be limited to, obtaining expert witnesses in litigation.
<input type="checkbox"/>	(6) The nature of the work is such that the standards of this code for emergency appointments apply. These contracts shall conform with Article 8 (commencing with Section 19888) of Chapter 2.5 of Part 2.6.
<input type="checkbox"/>	(7) State agencies need private counsel because a conflict of interest on the part of the Attorney General's office prevents it from representing the agency without compromising its position. These contracts shall require the written consent of the Attorney General, pursuant to Section 11040.

GOVERNMENT CODE SECTION 19130(b) JUSTIFICATION (Continued)

GOVERNMENT CODE SECTION 19130(b) – select appropriate subsection(s), continued

- ☐ (8) The contractor will provide equipment, materials, facilities, or support services that could not feasibly be provided by the state in the location where the services are to be performed.
- ☐ (9) The contractor will conduct training courses for which appropriately qualified civil service instructors are not available, provided that permanent instructor positions in academies or similar settings shall be filled through civil service appointment.
- ☐ (10) The services are of such an urgent, temporary, or occasional nature that the delay incumbent in their implementation under civil service would frustrate their very purpose.

JUSTIFICATION OF HOW YOUR CONTRACT APPLIES TO THE SELECTED SUBSECTION(S)

Los Angeles County Fire Department has the experience, skills, training and expertise to teach this course. There are not employees within the department who are qualified to teach these courses.

CIVIL SERVICE VERIFICATION

1.A Civil Service Database Verification (Refer to spreadsheet on Contract Services Intranet page):

- ☒ Requested services are not available (Proceed to 1.B below)
- ☐ Requested services are available (Proceed to 2 below)

1.B CalCareers Verification (<https://www.calcareers.ca.gov/CalHRPublic/CivilServiceClassifications>)

- ☒ Requested services are not available (No further information needed)
- ☐ Requested services are available (Proceed to 2 below)

2. Other State Agency Verification:

Available Civil Service Classification(s): _____

Department(s) Contacted (*attach additional page(s) if needed*):

Department: _____ Department: _____

Contact Name: _____ Contact Name: _____

Title: _____ Title: _____

Date Contacted: _____ Date Contacted: _____

Outcome: _____ Outcome: _____

- ☐ Classification(s) available for on-loan assignment/IA
- ☐ Classification(s) available for on-loan assignment/IA

- ☐ Requested services cannot be provided by _____
- ☐ Requested services cannot be provided by _____

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER

C2070815

PURCHASING AUTHORITY NUMBER (If Applicable)

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME

Department of Parks and Recreation

CONTRACTOR NAME

Los Angeles County Fire Department

2. The term of this Agreement is:

START DATE

10/1/2021

THROUGH END DATE

9/30/2024

3. The maximum amount of this Agreement is:

\$240,000.00 Two hundred forty thousand dollars and zero cents.

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

Exhibits	Title	Pages
Exhibit A	Scope of Work	1
Exhibit A	Attachment 1	2
Exhibit B	Budget Detail and Payment Provisions	1
+ - Exhibit B	Attachment 1: Cost Breakdown	1
+ - Exhibit C *	General Terms and Conditions 04/2017	
+ - Exhibit D	Special Terms and Conditions	2

Items shown with an asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto.

These documents can be viewed at <https://www.dgs.ca.gov/OLS/Resources>

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

CONTRACTOR

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)

Los Angeles County Fire Department

CONTRACTOR BUSINESS ADDRESS

2600 The Strand

CITY

Manhattan Beach

STATE

CA

ZIP

90266

PRINTED NAME OF PERSON SIGNING

Chief Fernando Boiteux

TITLE

Chief

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER

C2070815

PURCHASING AUTHORITY NUMBER (If Applicable)

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

Department of Parks and Recreation

CONTRACTING AGENCY ADDRESS

One Capitol Mall, Suite 500

CITY

Sacramento

STATE

CA

ZIP

95814

PRINTED NAME OF PERSON SIGNING

Ramona Fernandez

TITLE

SSMII

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

PCC 10351

EXHIBIT A
(Standard Agreement)

SCOPE OF WORK

1. Contractor agrees to provide to the Department of Parks and Recreation (DPR) Division of Boating and Waterways training services as described herein:

The Contractor shall provide all materials, supplies, tools, equipment, printed training materials, staff, labor (including travel and per diem), transportation, and every other item of expense necessary to provide boating safety and boating law enforcement training for peace officers and other first responders. The training classes shall be in compliance with the curriculum shared between Division of Boating and Waterways (DBW) and the Los Angeles County Fire Department for Rescue Boat Operations, Marine Firefighter Operations, and other courses TBD. This training will provide peace officers and other first responders with necessary skills and knowledge to enable them to provide for the health and safety of California's boaters, natural resources, and property.

2. The services shall be performed at:
For training locations refer to Exhibit A, Attachment 1 attached and incorporated herein.
3. The services shall be provided during:
Monday through Friday during normal business hours or as mutually agreed upon by DBW and Los Angeles County Fire Department. Holidays are not included.
4. The project representatives during the term of this Agreement will be:

State Agency:	Department of Parks and Recreation	Contractor:	Los Angeles County Fire Department
Section/Unit:	Division of Boating and Waterways	Section/Unit:	
Attention:	Brian Carroll	Attention:	Chief Fernando Boiteux
Address:	1 Capitol Mall, Suite 500	Address:	2600 The Strand
City/State/Zip Code:	Sacramento, CA 95814	City/State/Zip Code:	Manhattan Beach, CA 90266
Phone:	(916) 327-1835	Phone:	(310) 939-7200
Fax:	(916) 327-1882	Fax:	
E-mail Address:	brian.carroll@parks.ca.gov	E-mail Address:	fernando.boiteux@fire.lacounty.gov

Boating and Marine Safety and Operations Training

Scope of Work

1. INTRODUCTION

The Contractor shall provide all materials, supplies, tools, equipment, printed training materials, staff, labor (including travel and per diem), transportation, and every other item of expense necessary to provide boating safety and boating law enforcement training for peace officers and other first responders. The training classes shall be in compliance with the curriculum shared between Division of Boating and Waterways (DBW) and the Los Angeles County Fire Department for Rescue Boat Operations, Marine Firefighter Operations, and other courses TBD. This training will provide peace officers and other first responders with necessary skills and knowledge to enable them to provide for the health and safety of California's boaters, natural resources, and property.

2. TRAINING SCHEDULE

The Contractor agrees to provide up to nine (9) Rescue Boat Operations courses and six (6) Marine Firefighter Operations courses over the three (3) year contract period.

3. TRAINING LOCATIONS

Training will take place at the following locations:

- Lifeguard Training Center
2600 The Strand
Manhattan Beach, CA 90266
- Rescue Boat Headquarters
13837 Fiji Way
Marina Del Rey, CA 90292
- El Camino College Fire Academy
206 W. Beach Avenue
Inglewood, CA 90302
- Marina Del Rey
13640 Mindanao Way
Marina Del Rey, CA 90292

Exhibit A, Attachment 1

Contract # C2070815

Division of Boating and Waterways

- Other locations TBD

4. BOATING AND WATERWAYS RESPONSIBILITIES

DBW shall designate the Training Coordinator to serve as the Program Manager to coordinate all training activities. The Contractor shall consider the Training Coordinator as their liaison and as DBW's representative for the duration of this contract.

5. AMENDMENT

No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties, and approved as required. No oral understanding or agreement not incorporated in the Agreement is binding on any of the parties.

**EXHIBIT B
(Standard Agreement)**

BUDGET DETAIL AND PAYMENT PROVISIONS

1. Invoicing and Payment

- A. For services satisfactorily rendered, and upon receipt and approval of the invoices, the State agrees to compensate the Contractor for actual expenditures incurred in accordance with the rates specified in _____ cost breakdown _____, marked Exhibit B, Attachment 1, which is attached hereto and made a part of this Agreement.
- B. Invoices shall include the Agreement Number and shall be submitted in triplicate not more frequently than monthly in arrears to:

Department of Parks and Recreation
Division of Boating and Waterways
Attn: Marika Gordon
One Capitol Mall, Suite 500
Sacramento, CA 95814

2. Budget Contingency Clause

- A. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.
- B. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an agreement amendment to Contractor to reflect the reduced amount.

3. Prompt Payment Clause

Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.

4. Timely Submission of Final Invoice

- A. A final undisputed invoice shall be submitted for payment no more than ninety (90) calendar days following expiration or termination date of this Agreement, unless a later or alternate deadline is agreed to in writing by the project representative. Said invoice should be clearly marked "Final Invoice," thus indicating that all payment obligations of the State under this Agreement have ceased and that no further payments are due or outstanding.
- B. The State may, at its discretion, choose not to honor any delinquent final invoice if the Contractor fails to obtain prior written State approval of an alternate final invoice submission deadline. Written State approval shall be sought from the project representative prior to the expiration or termination date of this Agreement.

Cost Breakdown

Training sessions:

Rescue Boat Operations (RBO) held at the Lifeguard Training Center in Los Angeles, CA:

- Facility use/equipment use/classroom supplies/training materials up to \$16,000/ea
- (3) RBO sessions total per year up to \$48,000/yr

Marine Firefighter Operations (MFO) held at the Lifeguard Training Center in Los Angeles, CA:

- Facility use/equipment use/classroom supplies/training materials up to \$16,000/ea
- (2) MFO sessions total per year up to \$32,000/yr

Training session total per year up to \$80,000/yr

(3) Year Contract Grand Total	\$240,000
--------------------------------------	------------------

**EXHIBIT D — PUBLIC ENTITY
(Standard Agreement)****SPECIAL TERMS AND CONDITIONS****1. Disputes**

Unless otherwise provided in this agreement, any dispute concerning a question of fact arising under this agreement which cannot be resolved informally shall be decided by the following two-step procedures.

Contractor must provide written notice of the particulars of such disputes to the Project Manager or his/her duly appointed representative. The Project Manager must respond in writing within ten (10) working days of receipt of the written notice of dispute. Should Contractor disagree with the Project Manager's decision, Contractor may appeal to the second level. Pending the decision on appeal, Contractor shall proceed diligently with the performance of this agreement in accordance with the Project Manager's decision. The second level appeal must indicate why the Project Manager's decision is unacceptable, attaching to it Contractor's original statement of the dispute with supporting documents, along with a copy of the Project Manager's response. The second level appeal shall be sent to the Deputy Director of Administrative Services or his/her duly appointed representative. The second level appeal must be filed within fifteen (15) working days of receipt of the Project Manager's decision. Failure to submit an appeal within the period specified shall constitute a waiver of all such right to an adjustment of this agreement. The Deputy Director or designee shall meet with Contractor to review the issues raised. A written decision signed by the Deputy Director or designee shall be returned to Contractor within fifteen (15) working days of the receipt of the appeal.

2. Termination for Convenience

State reserves the right to terminate this agreement subject to 30 days written notice to Contractor. Contractor may submit a written request to terminate this agreement only if State should substantially fail to perform its responsibilities as provided herein.

3. Force Majeure

Except for defaults of subcontractors, neither party shall be responsible for delays or failures in performance resulting from acts beyond the control of the offending party. Such acts shall include but shall not be limited to acts of God, fire, flood, earthquake, other natural disaster, nuclear accident, strike, lockout, riot, freight embargo, public regulated utility, or governmental statutes or regulations superimposed after the fact. If a delay or failure in performance by Contractor arises out of a default of its subcontractor, and if such default of its subcontractor, arises out of causes beyond the control of both Contractor and subcontractor, and without the fault or negligence of either of them, Contractor shall not be liable for damages of such delay or failure, unless the supplies or services to be furnished by subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required performance schedule.

4. Forced, Convict, and Indentured Labor

No foreign-made equipment, materials, or supplies furnished to State pursuant to this agreement may be produced in whole or in part by forced labor, convict labor, or indentured labor. By submitting a bid to State or accepting a purchase order, Contractor agrees to comply with this provision of this agreement.

**EXHIBIT D — PUBLIC ENTITY
(Standard Agreement)**

Los Angeles County Fire

Contractor's Name: Department

Agreement Number: C2070815

Page: 2 of 2

5. Potential Subcontractors

Nothing contained in this agreement or otherwise, shall create any contractual relation between State and any subcontractors, and no subcontract shall relieve Contractor of its responsibilities and obligations hereunder. Contractor agrees to be as fully responsible to State for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by Contractor. Contractor's obligation to pay its subcontractors is an independent obligation from State's obligation to make payments to Contractor. As a result, State shall have no obligation to pay or to enforce the payment of any moneys to any subcontractor.

6. Priority Hiring Considerations for Contracts with a Value of \$200,000

If the resulting agreement will have a total value of \$200,000 or more, Contractor is hereby advised that it will be obligated to give priority consideration in filling vacancies in positions funded by the resulting agreement to qualified recipients of aid under Welfare and Institutions Code Section 11200. This requirement shall not interfere with or require a violation of a collective bargaining agreement, a federal affirmative action obligation for hiring disabled veterans of the Vietnam era, or nondiscrimination compliance laws of California and does not require the employment of unqualified recipients of aid.

7. Intellectual Property

Any works developed during and/or pursuant to this agreement by Contractor, including all related copyrights and other proprietary rights therein, as may now exist and/or which hereafter come into existence, shall belong to State upon creation, and shall continue in State's exclusive ownership upon termination of this agreement. Contractor further intends and agrees to assign to State all right, title and interest in and to such materials as well as all related copyrights and other proprietary rights therein.

Contractor agrees to cooperate with State and to execute any document or documents that may be found to be necessary to give the foregoing provisions full force and effect, including but not limited to, an assignment of copyright.

Contractor agrees not to incorporate into or make the works developed, dependent upon any original works of authorship or Intellectual Property Rights of third parties without first (a) obtaining State's prior written permission, and (b) granting to or obtaining for State a nonexclusive, royalty-free, paid-up, irrevocable, perpetual, world-wide license, to use, reproduce, sell, modify, publicly and privately display and distribute, for any purpose whatsoever, any such prior works.

8. Contractor's Duties, Obligations and Rights

Contractor is hereby apprised that California Public Contract Code Section 10335 through 10381 are applicable relative to Contractor's duties, obligations, and rights in performing the agreement.

CONTRACT AWARD REPORT

STD 16 (Rev. 6/2017)

Title 2, Division 4.1, Chapter 5, Section 11114 of the California Code of Regulations requires contract awarding agencies to notify the Department of Fair Employment and Housing, Office of Compliance Programs, of any contract award in excess of \$5,000. Submit one completed copy of this form to the Office of Compliance Programs for each contract in excess of \$5,000 within 10 days of award date. Forms may be submitted to: CompliancePrograms@dfeh.ca.gov.

SHADED AREAS FOR OFFICE OF COMPLIANCE PROGRAMS USE ONLY

CONTRACTOR INFORMATION

CONTRACTOR'S NAME Los Angeles County Fire			TELEPHONE NUMBER (Include area code) (310) 939-7200	
ADDRESS 2600 The Strand		CITY Manhattan Beach	STATE CA	ZIP CODE 90266
FEDERAL EMPLOYER I.D. NUMBER 9 5 6 0 0 0 9 2 7		NAME OF CONTRACTOR'S AGENT WHO SIGNED THE CONTRACT Chief Fernando Boiteux		

CONTRACT INFORMATION

CONTRACT AMOUNT \$240,000.00		STATE CONTRACT NUMBER C 2 0 7 0 8 1 5		CONTRACT AWARD DATE 10/1/2021	
PROJECT LOCATION (County) Los Angeles County				COUNTY CODE 	
ESTIMATED PROJECT STARTING DATE: MONTH 10 DAY 01 YEAR 2021		ESTIMATED PROJECT COMPLETION DATE: MONTH 09 DAY 30 YEAR 2024		IS THIS PROJECT FEDERALLY FUNDED? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	
TYPE OF CONTRACT <input type="checkbox"/> Construction <input type="checkbox"/> IT Goods <input type="checkbox"/> Non-IT Goods <input type="checkbox"/> IT Service <input checked="" type="checkbox"/> Non-IT Services					

AWARDING AGENCY INFORMATION

AGENCY NAME Department of Parks and Recreation		AGENCY CODE		
AGENCY ADDRESS One Capitol Mall, Suite 500		CITY Sacramento	STATE CA	ZIP CODE 95814
NAME OF CONTRACT AWARDING OFFICER Marika Gordon		TELEPHONE NUMBER (Include area code) (916) 327-1828		



COUNTY OF LOS ANGELES FIRE DEPARTMENT

1320 NORTH EASTERN AVENUE
LOS ANGELES, CALIFORNIA 90063-3294
(323) 881-2404
www.fire.lacounty.gov

"Proud Protectors of Life, Property, and the Environment"

DARYL L. OSBY
FIRE CHIEF
FORESTER & FIRE WARDEN

BOARD OF SUPERVISORS

HILDA L. SOLIS
FIRST DISTRICT

HOLLY J. MITCHELL
SECOND DISTRICT

SHEILA KUEHL
THIRD DISTRICT

JANICE HAHN
FOURTH DISTRICT

KATHRYN BARGER
FIFTH DISTRICT

March 16, 2021

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:

**TIEBACK LICENSE, REMAINING ENCROACHMENT, AND ABANDONMENT AGREEMENT
BETWEEN THE CONSOLIDATED FIRE PROTECTION DISTRICT AND WEHO INVESTORS,
LLC, A DELAWARE LIMITED LIABILITY COMPANY - FIRE STATION 8
(3rd DISTRICT)
(3 VOTES)**

SUBJECT

The Consolidated Fire Protection District (District) is requesting authorization to enter into the Tieback License, Remaining Encroachment, and Abandonment Agreement (Agreement) with WEHO Investors, LLC, a Delaware limited liability company (Developer) to install a tieback anchor system and other foundation forms and supports (Tieback System) which will extend below the surface of the District's Station 8 in West Hollywood (Tieback Parcel). The Developer agrees to pay the District a one-time fee of \$20,000 for the license and the covenants, conditions, and restrictions required in the Agreement.

**IT IS RECOMMENDED THAT THE BOARD ACTING AS THE GOVERNING BODY OF THE
CONSOLIDATED FIRE PROTECTION DISTRICT OF LOS ANGELES COUNTY:**

1. Authorize the Fire Chief, or his designee, to enter into the attached Tieback License Agreement, Remaining Encroachment, and Abandonment Agreement with the Developer to install a Tieback System at the Tieback Parcel.
2. Delegate authority to the Fire Chief of the District or his designee to amend, terminate the agreement with approval as to form by County Counsel.

SERVING THE UNINCORPORATED AREAS OF LOS ANGELES COUNTY AND THE CITIES OF:

AGOURA HILLS
ARTESIA
AZUSA
BALDWIN PARK
BELL
BELL GARDENS
BELLFLOWER
BRADBURY
CALABASAS

CARSON
CERRITOS
CLAREMONT
COMMERCE
COVINA
CUDAHY
DIAMOND BAR
DUARTE

EL MONTE
GARDENA
GLEN DORA
HAWAIIAN GARDENS
HAWTHORNE
HERMOSA BEACH
HIDDEN HILLS
HUNTINGTON PARK
INDUSTRY

INGLEWOOD
IRVINDALE
LA CANADA-FLINTRIDGE
LA HABRA
LA MIRADA
LA PUENTE
LAKEWOOD
LANCASTER

LAWDALE
LOMITA
LYNWOOD
MALIBU
MAYWOOD
NORWALK
PALMDALE
PALOS VERDES ESTATES
PARAMOUNT

PICO RIVERA
POMONA
RANCHO PALOS VERDES
ROLLING HILLS
ROLLING HILLS ESTATES
ROSEMEAD
SAN DIMAS
SANTA CLARITA

SIGNAL HILL
SOUTH EL MONTE
SOUTH GATE
TEMPLE CITY
VERNON
WALNUT
WEST HOLLYWOOD
WESTLAKE VILLAGE
WHITTIER

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The Developer is requesting right of subsurface entry into the Tieback License Area to install a Tieback System in the Tieback License Area, allowing the Developer to build a mixed-use apartment community next door to Fire Station 8 in West Hollywood. A license agreement would allow for protections for the District since the Developer agrees to indemnify the District for any damage that may occur from the subsurface entry and installation of the Tieback System.

The Developer has agreed to comply with all terms and conditions set forth by the District, including obtain all necessary licenses, permits and entitlements as required by applicable federal, state, and local law.

Implementation of Strategic Plan Goals

Approval of the recommended actions is consistent with the County's Strategic Plan, Goal No. III, Strategy III.3: Pursue Operational Effectiveness, Fiscal Responsibility, and Accountability, by continually assessing our efficiency and effectiveness, maximizing and leveraging resources, and holding ourselves accountable.

FISCAL IMPACT/FINANCING

There is no net cost to the District or the County associated with this Agreement.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

All work and entry in the Tieback License Area shall be done under supervision of Developer and will not interfere with the operations of the District. Any excavation and installation shall be at the sole cost, liability and expense of Developer and its contractors, subcontractors, agents, and employees and shall conform to and be in substantial compliance with all approved drawings and plans submitted for approval for the Project as well as all other applicable laws. The Developer will indemnify, defend and hold harmless the District and the County with respect to the events occurring from and after the date of the Agreement.

Developer shall record an original of this Agreement in the Office of the County Recorder of the County of Los Angeles against title to the development Property within fifteen (15) days of the full execution and delivery of the Agreement.

County Counsel has approved the Agreement as to form.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The approval of this Agreement would not have any significant impact on the District's operations. In the event the Project unduly interrupts the District's operation, the District may cancel this Agreement.

CONCLUSION

Upon conclusion of the public hearing and approval by your Honorable Board, please instruct the Executive Officer to return two adopted stamped copies of this letter with the adopted Resolution to the following office:

Consolidated Fire Protection District of Los Angeles County
Executive Office
1320 N. Eastern Avenue
Los Angeles, CA 90063

The District's contact can be reached at (323) 881-6180.

Respectfully submitted,

DARYL L. OSBY, FIRE CHIEF

DLO:mav

Enclosures

Recording Requested By and
When Recorded Mail To:

SPACE ABOVE LINE FOR RECORDING USE

**TIEBACK LICENSE AGREEMENT AND REMAINING ENCROACHMENT AND
ABANDONMENT AGREEMENT**

THIS TIEBACK LICENSE AGREEMENT ("**Agreement**") is made on this ____ day of _____, 2021, by and among Consolidated Fire Protection District of Los Angeles County, a political subdivision, ("**Adjoining Owner**"), and WEHO Investors, LLC, a Delaware limited liability company ("**Developer**").

R E C I T A L S

A. Developer owns that certain real property located in the City of West Hollywood ("**City**"), commonly known as 7617 Santa Monica Blvd., West Hollywood, California, and more particularly described in **Exhibit "A"** attached hereto and incorporated herein by this reference ("**Development Property**").

B. Adjoining Owner owns certain real property, commonly known as Los Angeles County Fire Dept Station 8, West Hollywood, California, located adjacent to and immediately to the west of the Development Property as depicted in **Exhibit "B"** attached hereto and incorporated herein by this reference ("**Adjacent Property**" also sometimes referred to as the "**Tieback Parcel**").

C. Developer is seeking/has obtained the governmental approvals necessary to construct a use project on the Development Property containing 71 residential units and 8,539 SF of retail ("**Project**").

D. In conjunction with the development of the Project, Developer wishes to install a tieback anchor system and other foundation forms and supports ("**Tieback System**") which will extend below the surface of the Tieback Parcel in the approximate locations ("**Tieback License Area**") depicted in the shoring plans for the Project attached hereto as **Exhibit "C"**.

E. Adjoining Owner and Developer desire to enter into this Agreement in order to set forth the terms and conditions pursuant to which Developer and its contractors, subcontractors, agents, and representatives shall be permitted to insert and maintain the Tieback System beneath the surface of the Tieback Parcel in the Tieback License Area.

AGREEMENT

NOW, THEREFORE, incorporating and in consideration of the mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Grant of Tieback License. Subject in all respects to Section 16 hereof, Adjoining Owner hereby grants to Developer a temporary license to perform subsurface excavation in the Tieback License Area, to install a Tieback System in the Tieback License Area, and to take all reasonable and usual actions necessary in connection therewith. Any excavation and installation shall be at the sole cost, liability and expense of Developer and its contractors, subcontractors, agents, and employees and shall conform to and be in substantial compliance with all approved drawings and plans submitted for approval for the Project as well as all other applicable laws. All installations made by Developer or Developer Parties (as defined below) in the Tieback License Area in connection with the Project shall be made in a manner that: (i) avoids any damage to all underground utilities, vaults and other improvements located in, on, or beneath the Tieback License Area; and (ii) subject to the provisions of Paragraph 4 below, allows for removal by Developer (or, at Developer's expense, Adjoining Owner) after completion of the Project without affecting or compromising the Project in the event that Adjoining Owner decides to improve or change the use of the Tieback Parcel at some future date. Following Developer's installation of any tiebacks pursuant to the terms of this Agreement, subject to the provisions of Paragraph 4 below, Developer shall promptly restore the Tieback License Area to the condition existing before the work. All work and entry in the Tieback License Area shall be done under supervision of Developer.

2. Indemnification; Hold Harmless. Developer shall indemnify, defend and hold harmless Adjoining Owner and its members, officers, agents and employees, from and against any and all expenses, losses, damages, liability, claims, suits, judgments, costs and expenses, whatsoever, including reasonable attorneys' fees, arising from or in any manner connected to the activities of Developer, its agents, contractors, subcontractors, representatives, invitees, and employees ("**Developer Parties**") with respect to the following for events occurring from and after the date of this Agreement (collectively, "**Claims**"): (i) alterations and improvements in the Tieback License Area including, but not limited to, the installation, construction, use, repair, modification, maintenance or removal of the Tieback System; (ii) the condition and use of the Tieback License Area; (iii) any negligent or willful acts or omissions of Developer or Developer Parties in, on, or under the Tieback License Area, or; (iv) any misrepresentation by Developer or breach by Developer of any of its covenants or warranties herein or obligations hereunder, but with respect to all of the events in clauses (i) through (iv) excluding all such Claims to the extent caused by the gross negligence or willful misconduct of Adjoining Owner or any of its agents, contractors, subcontractors, employees, and/or invitees. The obligations set forth in this Section 2 shall survive the termination of this Agreement. If there is a claim of damage by Adjacent Owner to its property and a dispute arises as to the cause of damage, parties will use a mutually agreed upon expert or engineer to determine the cause of damage, with both parties sharing the fees and cost of the expert. If it is

determined the cause of damage is due to the Developer's installation of the Tieback System, Developer will reimburse Adjacent Owner's share of expert fees and cost.

3. Access to Install Tiebacks. Developer shall have the right of subsurface entry into the Tieback License Area for the purposes described in this Agreement during regular business hours (unless otherwise consented to in writing by Adjacent Owner) upon no less than five (5) business days' written notice to Adjacent Owner with respect to the commencement of work. Developer shall not interfere with the use of the surface of the Tieback License Area by Adjacent Owner. Prior to any entry upon the Tieback License Area or any exercise of the license granted hereby, Developer shall first obtain all necessary licenses, permits and entitlements as required by applicable federal, state and local law. Developer hereby covenants that Developer and its agents, employees, contractors, and subcontractors shall limit their entry into the Tieback License Area to those instances where the activities requiring entry may not reasonably be performed exclusively on the Development Property. Developer further covenants that (i) at no time shall the activities contemplated under this Agreement impair normal use of the surface of the Tieback License Area, including ingress or egress to the surface of the Tieback License Area or the Tieback Parcel, and (ii) the work to be performed by Developer and Developer Parties shall be performed in a careful and workmanlike manner, within applicable noise and work hour ordinances and free of all claims or liens. If work ceases for more than five (5) consecutive business days, then Developer shall notify Adjacent Owner prior to the commencement of a subsequent entry into the Tieback License Area.

4. Abandonment, Encroachment and Ownership of Tiebacks. Upon completion of the excavation and shoring, in conjunction with the development of the Project Developer shall detension and abandon the Tieback System but shall have the right to leave the concrete (with a steel rod in the center) portion thereof within the Tieback License Area, provided that all soldier beams are removed to a depth of five (5) feet below the existing surface grade of the Tieback License Area, including all appurtenant shoring materials located within the five (5) foot area.

5. Compliance with Laws and Cooperation. Developer shall, and shall cause its contractors, subcontractors and agents to, comply with all applicable laws, rules and regulations of all governmental agencies having jurisdiction over the Development Property with respect to the design and performance of all work relating to the Tieback System. Prior to commencement of construction of the Tieback System, Developer shall obtain all permits and approvals required by applicable governmental jurisdictions to commence work on the Tieback System.

6. Nature of Shoring Licenses. The licenses and permissions granted herein shall commence upon execution of this Agreement and shall continue until the completion of the Project (as evidenced by the recordation of a Notice of Completion in the official records of Los Angeles County, California ("**Official Records**")) or the earlier recordation of an instrument to such effect in the Official Records that is executed by Developer. These licenses and permissions shall not constitute, in any event, an easement or encumbrance against the Tieback License Area or Tieback Parcel except as expressly set forth in this Agreement.

7. Fees. Developer agrees to pay Adjacent Owner a one-time fee of Twenty-Thousand Dollars (\$20,000) ("**Fee**") for the license granted hereby and the covenants, conditions and restrictions required in this Agreement. Within five (5) business days after the Tieback Agreement is recorded in the Official Records, Developer [specify method of payment, e.g., check, cashiers' check, wire] deliver the Fee to Adjoining Owner.

8. Insurance. At all times during the term of this Agreement, Developer shall carry and maintain in full force and effect commercial general liability insurance with a limit no less than \$5,000,000 and shall include coverage for all premises and completed operations, broad form property damage, contractual liability and underground, explosion and collapse hazards coverage. In addition, Developer shall maintain (a) workers' compensation and employer's liability insurance in form and amount as is required by law during all periods of construction, (b) automobile liability insurance with a \$1,000,000 combined single limit per accident for bodily injury and property damage, and (c) professional liability errors and omissions insurance for all professional services with a \$1,000,000 limit per claim and a \$1,000,000 limit in the aggregate. Each required insurance policy must be issued by a company licensed in the State of California and rated as "A" or better and ranked as to financial size at "Class X" or higher by A.M. Best & Co. Such coverage shall (i) include claims of assumed liabilities and contractual liabilities, and shall specifically cover the indemnification liability of Developer under this Agreement, and (ii) require at least thirty (30) days' written notice to Adjacent Owner prior to any expiration, termination or material change to the coverage provided by the policy. The deductible under any insurance policy required hereunder will not exceed \$100,000. Concurrently with the execution of this Agreement and not less than twenty (20) days prior to the expiration of any policy required hereunder, Developer shall deliver to Adjacent Owner certificates of insurance confirming the existence of the insurance required by this Agreement and naming Adjacent Owner as an additional insured thereunder.

9. "As-Built" Drawings. Upon completion of the Project, Developer agrees to provide Adjacent Owner with "as-built" or "field marked" drawings indicating the actual installed location of all subterranean encroachments into the Tieback License Area arising from the work performed under this Agreement that are not removed. Developer hereby warrants that Adjacent Owner may rely on such drawings for any future construction that Adjacent Owner may undertake within the Tieback License Area.

10. Default. Developer's failure to perform any covenant or obligation under this Agreement and to cure such non-performance within 30 days following written notice by Adjacent Owner shall constitute a default hereunder. In the event of any default by Developer under the terms of this Agreement, Adjacent Owner shall have the right, but shall not be required, to perform the obligation which Developer has failed to perform and shall, on demand, be entitled to be forthwith reimbursed therefor and to be paid interest at a rate of 10% on the amount expended for such purpose.

11. Termination; Remedies. Upon the occurrence of any default by Developer or the Developer Parties under this Agreement, following the applicable notice and cure period, Adjacent Owner shall have the right to immediately terminate this Agreement. Such termination shall be effective immediately upon the delivery of written notice to

Developer. In addition to the foregoing, Adjacent Owner shall have all rights and remedies available under law or in equity following the occurrence of any default by Developer or the Developer Parties under this Agreement.

12. Relationship of Parties. It is understood that the relationship between Adjoining Owner, on one part, and Developer, on the other part, is contractual and that Developer is not the agent of Adjoining Owner.

13. Notices. All written notices and demands of any kind which any party may be required or may desire to serve on in connection with this Agreement may be served as an alternative to personal service by registered or certified mail. Any such notice or demands served by registered or certified mail shall be deposited in the United States mail with postage thereon fully prepaid, addressed to the party to be served and delivered to the party if not by personal service, as follows:

If to Developer:

WEHO Investors, LLC
1880 Century Park East, Suite 1017
Los Angeles, CA 90067

With a copy to:

Bouza Law Firm
3402 Pico Boulevard, Suite 359
Santa Monica, CA 90405
Attn: Anthony S. Bouza, Esq.
Telecopier: (310) 633-7947
Email: tonybouza@bouzalaw.com

If to Adjoining Owner:

Consolidated Fire Protection District of
Los Angeles County
1320 N. Eastern Avenue
Los Angeles, CA 90063
Attention: Division Chief, Planning Division

Service of any notice or demand made by mail shall be deemed complete on the date of actual delivery as shown by the addressee's certified or registered receipt or upon the expiration of the second day after the date of mailing, whichever is earlier in time. Any party hereto may, from time to time by notice in writing served upon the other party as aforesaid, designate a different mailing address or a different person to whom all notices and demands are thereafter to be addressed.

14. Waivers. Waiver by any party hereto of any breach of any term, covenant or condition contained herein shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant or condition contained herein, whether of the same or different character.

15. Assignment. This Agreement shall not be severable from either party's interest in its property. This Agreement and the covenants, conditions and restrictions contained herein shall run with the land and shall burden the Development Property and the Adjacent Property for the benefit of their respective owners and shall bind the parties' respective heirs, successors and assigns and every successor-in-interest of the applicable property. Any transfer of the Development Property or the Adjacent Property, as applicable, shall automatically operate to transfer the benefits and burdens of this Agreement. Developer and Adjacent Owner may freely sell, transfer, exchange or otherwise dispose of its interests in the Development Property or the Adjoining Property without the consent of the other party, but shall provide such party with written notice of such transfer promptly following any such transfer.

16. Recordation. As a condition to the effectiveness of the granting of the License contemplated by this Agreement and as material consideration for Adjacent Owner's agreements contained herein, Developer shall record an original of this Agreement in the Office of the County Recorder of the County of Los Angeles against title to the Development Property within fifteen (15) days of the full execution and delivery of this Agreement to provide notice to Developer's heirs, successors and assigns of the terms and conditions of this Agreement and the obligations of Developer contained herein. In no event shall Developer be permitted to exercise any right granted under this License prior to the recordation of this Agreement.

17. Shoring Option. Developer may elect to undertake shoring of the Development Property without utilizing the Tieback System contemplated in this Agreement. If Developer constructs the Project but does not exercise the right granted herein to install a Tieback System beneath the Tieback Parcel, then, upon the recordation of an instrument to such effect in the Official Records that is executed by Developer, this Agreement shall automatically be null and void and of no further force or effect and Adjacent Owner shall promptly refund the Fee to Developer.

18. Authority. Each party to this Agreement represents and warrants to the other Party that it (a) has the legal power, right and authority to enter into this Agreement, (b) has taken all requisite action in connection with the entering into this Agreement and consummating the transaction contemplated hereby, (c) does not require the consent of any other person, spouse, partner, shareholder, creditor, or investor with respect thereto, and (d) is not violating any agreement, instrument or obligation by which it, or its property, is bound as the result of entering into this Agreement and/or performing its obligations under this Agreement.

19. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

20. Counterparts. This Agreement may be executed in one or more counterparts, which, taken together, shall constitute a single instrument.

IN WITNESS WHEREOF, this Agreement has been executed by the parties as of the date herein first above written.

“DEVELOPER”

WEHO Investors, LLC
a Delaware Limited Liability Company

By: _____
Name: _____
Its: _____

“ADJOINING OWNER”

Consolidated Fire Protection District of
Los Angeles County

By: _____
Name: _____
Its: _____

APPROVED AS TO FORM:

RODRIGO CASTRO-SILVA
County Counsel

By: _____
Deputy

EXHIBIT "A"

LEGAL DESCRIPTION OF DEVELOPMENT PROPERTY

(_____, _____, CA)

Real property in the City of West Hollywood, County of Los Angeles, State of California, described as follows:

TENTATIVE TRACT NO. 82028, BEING A SUBDIVISION OF THE FOLLOWING:

LOTS 180, 181, 182, 183 AND 184 OF TRACT NO. 450, IN THE CITY OF WEST HOLLYWOOD, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 16, PAGES 158 AND 159 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

APN: 5530-011-037 (FOR REFERENCE PURPOSES ONLY)

EXHIBIT "B"

LEGAL DESCRIPTION OF ADJOINING PROPERTY

(7643 Santa Monica Boulevard, West Hollywood, CA)

Real property in the City of West Hollywood, County of Los Angeles, State of California, described as follows:

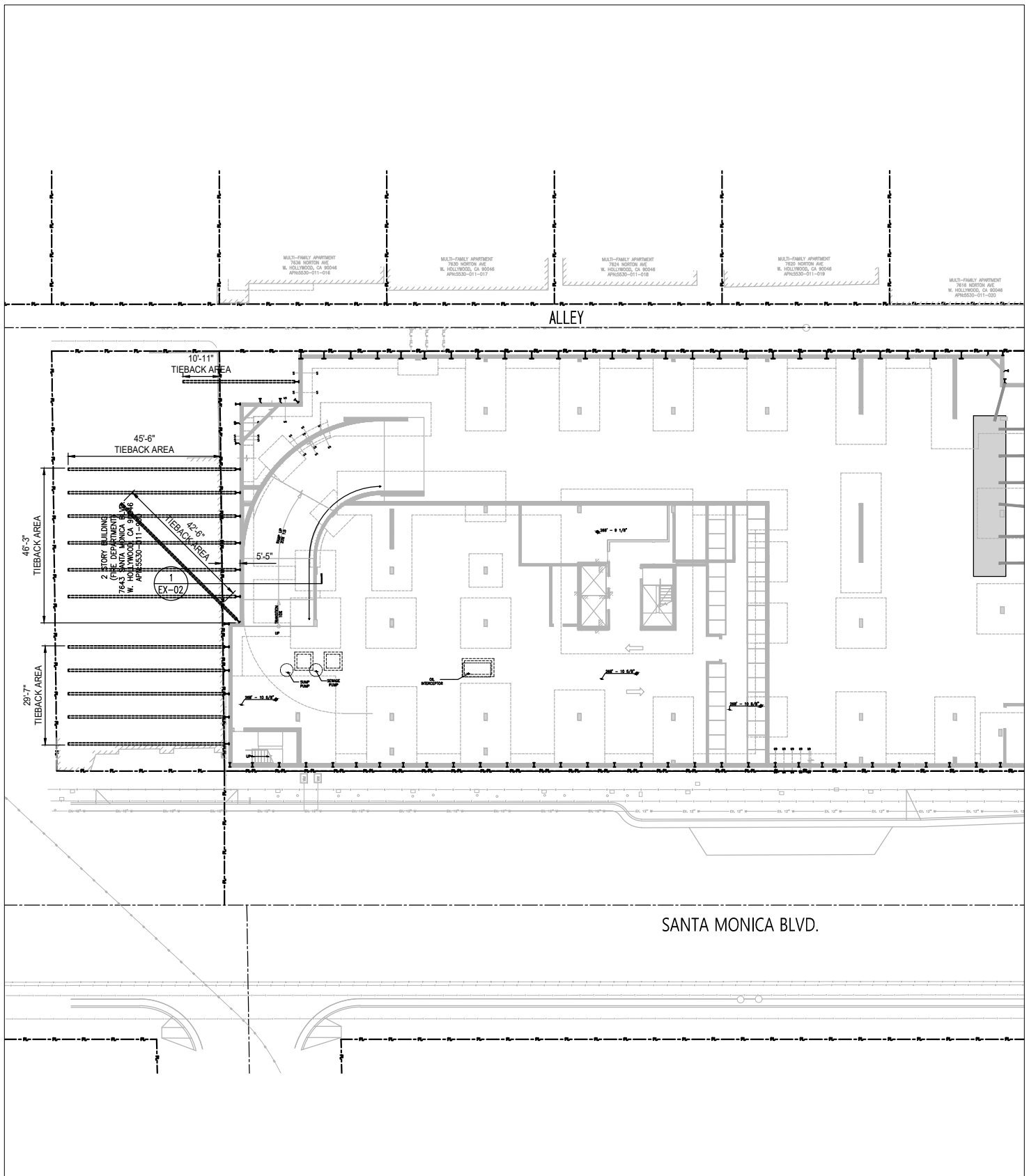
TRACT NO. 450 OF LOT 185, IN THE CITY OF WEST HOLLYWOOD, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 16, PAGES 158 AND 159 OF MAPS, IN THE OFFICE OF THE RECORDER OF SAID COUNTY.

APN: 5530-011-900 (FOR REFERENCE PURPOSES ONLY)

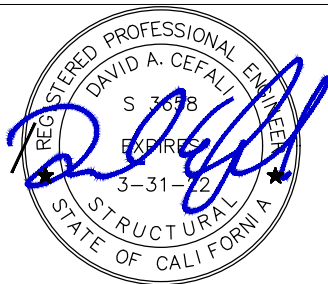
EXHIBIT “C”

TIEBACK LICENSE AREA

(ATTACHMENTS: EX-01 AND EX-02)

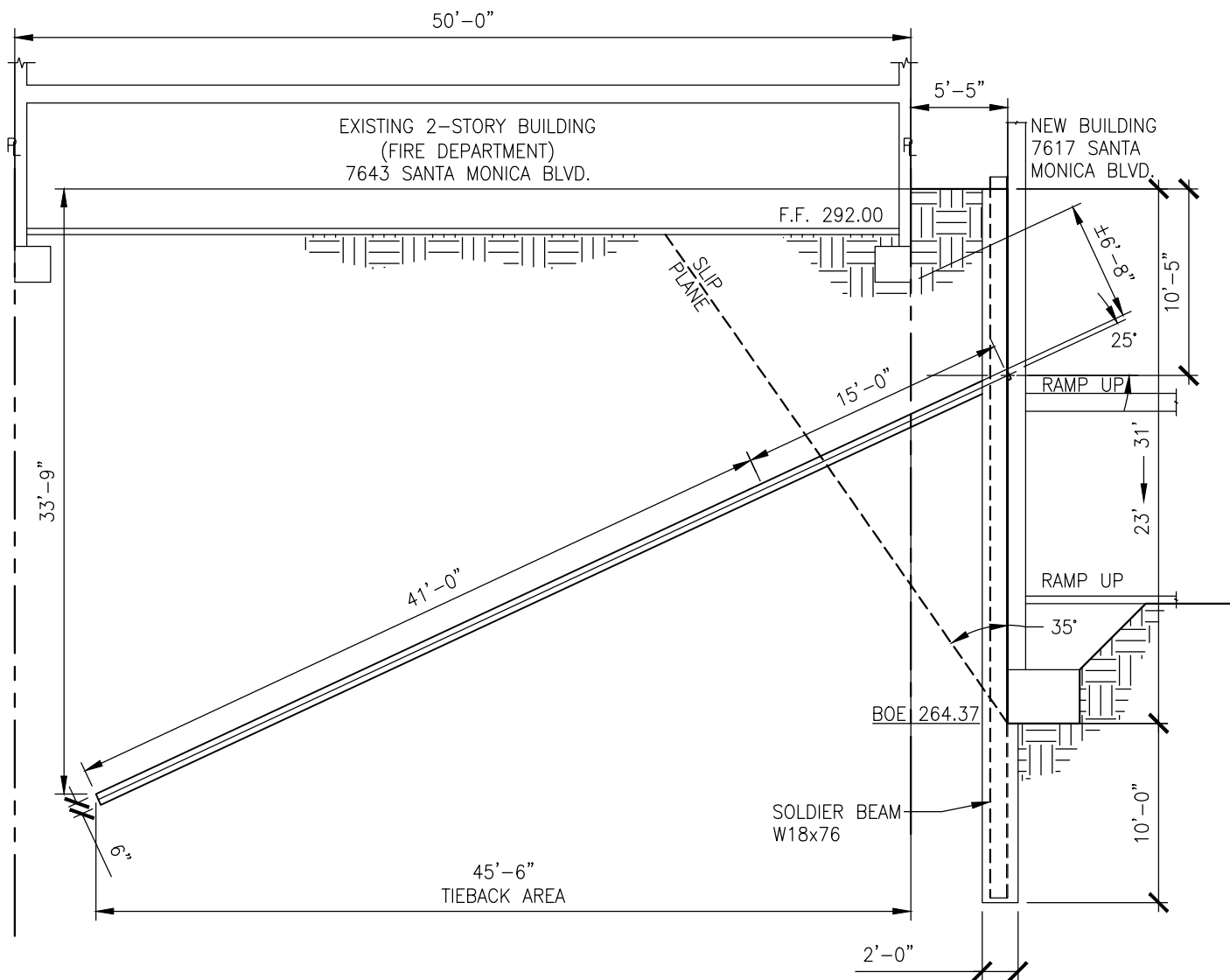


Cefali & Associates, Inc.
 4344 Laurel Canyon Blvd, Suite 3
 Studio City, CA 91604
 818.752.1812
 engineering@cefali.com
 www.cefali.com



PROJECT NAME:	
7617 SANTA MONICA BLVD.	
SHEET NAME: SHORING PLAN- 7643 SANTA MONICA BLVD.	
LOCATION:	DRAWING NO.:
WEST HOLLYWOOD, CA	EX-01

PROJECT NO.:	19-021
DATE:	12/9/2020
FILE NAME:	SS-3.0
DRAWN BY:	L.H.
SCALE:	1/8" = 1'-0"



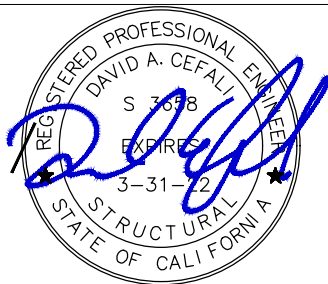
WEST SECTION

1

Cefali & Associates, Inc.
4344 Laurel Canyon Blvd, Suite 3
Studio City, CA 91604
818.752.1812
engineering@cefali.com
www.cefali.com



PROJECT NO.: 19-021
DATE: 12/9/2020
FILE NAME: SS-4.0
DRAWN BY: L.H.
SCALE: N.T.S.



PROJECT NAME:

7617 SANTA MONICA BLVD

SHEET NAME:

WEST SECTION

LOCATION:

WEST HOLLYWOOD, CA

DRAWING NO.:

EX-02



COUNTY OF LOS ANGELES PROBATION DEPARTMENT

9150 EAST IMPERIAL HIGHWAY – DOWNEY, CALIFORNIA 90242
(562) 940-2728



ADOLFO GONZALES
Chief Probation Officer

March 23, 2021

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

Dear Supervisors:

**APPROVAL OF AN AMENDMENT TO AGREEMENT NUMBER 77285 WITH
CERNER CORPORATION IN SUPPORT OF THE 21ST CENTURY CURES ACT:
INTEROPERABILITY, INFORMATION BLOCKING, AND THE OFFICE OF THE
NATIONAL COORDINATOR FOR HEALTH INFORMATION TECHNOLOGY
CERTIFICATION PROGRAM**

(ALL SUPERVISORIAL DISTRICTS) (3 VOTES)

CIO RECOMMENDATION: APPROVED [X]

SUBJECT:

Approval of delegated authority to the Chief Probation Officer, or designee, to amend Agreement Number 77285 (Agreement) with Cerner Corporation (Cerner) for the Probation Electronic Medical Records System (PEMRS) in support of the 21st Century Cures Act: Interoperability, Information Blocking, and the Office of the National Coordinator for Health Information Technology Certification Program.

IT IS RECOMMENDED THAT THE BOARD:

1. Delegate authority to the Chief Probation Officer, or designee, to amend existing Agreement Number 77285 with Cerner for PEMRS to ensure County compliance with the 21st Century Cures Act: Interoperability, Information Blocking, and the Office of the National Coordinator (ONC) for Health Information Technology (IT) Certification Program (Cures Act), subject to prior review and approval by County Counsel.

2. Delegate authority to the Chief Probation Officer, or designee, to execute future no-cost amendments to IT agreements to add, delete, and/or change certain terms and conditions as required by federal or State law or regulation, County policy, the County's Board of Supervisors (Board), and/or the Chief Executive Officer (CEO), subject to prior review and approval by County Counsel.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTIONS

In March 2020, the United States Department of Health and Human Services Office of National Coordinator for Health Information Technology (ONC) released its final rule regarding information blocking in health IT systems, implementing provisions from the Cures Act passed by Congress (Final Rule). The implementation of the Final Rule is designed to give patients and their healthcare providers secure access to health information. For example, the Final Rule sets in place new provisions for certified health IT developers (who will now be required to establish a secure, standards-based application programming interface (API) for use by providers, and to support a patient's access to core data in their electronic health record. The Final Rule also contains provisions that support the ability of patients to securely and easily obtain their electronic health information at no additional cost when electronically accessed (e.g., by using the smartphone application of their choice). The Final Rule prohibits any health IT developer, like Cerner, from information blocking and requires the amendment of any contracts in order for health IT systems to reflect the health IT developer's compliance with the Final Rule. In order to incorporate these changes, the current PEMRS Agreement must be amended. The amendment neither impacts Cerner's confidentiality obligations to the County nor the County's confidentiality obligations to its patients.

Approval of the first recommendation will provide the Probation Department (Probation) with the ability to amend the PEMRS Agreement to address the Final Rule.

Approval of the second recommendation will provide Probation with the ability to amend no-cost IT agreements as may be required to ensure compliance with federal or State law or regulation, County policy, or the direction of the Board and/or the CEO.

IMPLEMENTATION OF STRATEGIC PLAN GOALS

The recommended actions support Strategy II.2, "Support the Wellness of Our Communities," of the County's Strategic Plan.

FISCAL IMPACT/FINANCING

This amendment is administrative in nature and has no fiscal impact.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

In compliance with Board Policy 6.020 "Chief Information Office Board Letter Approval", the Office of the Chief Information Officer (OCIO) reviewed the information technology (IT) components (management, design, development, acquisition, expansion, or purchase of IT systems and/or related services) of this request and recommends approval. The OCIO determined this recommended action(s) does not include any new IT items that would necessitate a formal written CIO Analysis.

IMPACT ON CURRENT SERVICES

Approval of the recommendations bring the PEMRS agreement into compliance with current law and will authorize Probation to keep its IT agreements in compliance with law, regulation, and policy.

Respectfully submitted,

Reviewed by:

ADOLFO GONZALES
Chief Probation Officer

WILLIAM S. KEHOE
Chief Information Officer

RL:TH:ds

c: Executive Officer
Chief Executive Office
County Counsel



ADOLFO GONZALES
Chief Probation Officer

COUNTY OF LOS ANGELES PROBATION DEPARTMENT

9150 EAST IMPERIAL HIGHWAY – DOWNEY, CALIFORNIA 90242
(562) 940-2501



March 23, 2021

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

Dear Supervisors:

**AUTHORIZATION TO APPLY FOR AND ACCEPT FUNDING UNDER THE JUVENILE
JUSTICE CRIME PREVENTION ACT AND THE YOUTHFUL OFFENDER BLOCK
GRANT FOR FISCAL YEAR 2021-22 FROM THE BOARD OF STATE AND
COMMUNITY CORRECTIONS
(ALL SUPERVISORIAL DISTRICTS) (3 VOTES)**

SUBJECT:

Authorization to apply for and accept funding under the Juvenile Justice Crime Prevention Act (JJCPA) and Youthful Offender Block Grant (YOBG) for Fiscal Year (FY) 2021-22 from the Board of State and Community Corrections (BSCC).

IT IS RECOMMENDED THAT YOUR BOARD:

1. Authorize the Chief Probation Officer or his designee to finalize the County of Los Angeles (County) Application for Continuation Funding of the consolidated JJCPA-YOBG Program (Program), submit final documents to the BSCC by May 1, 2021.
2. Authorize the Chief Probation Officer or his designee to accept JJCPA funding for FY 2021-22 estimated at \$27,386,738 and YOBG funding for FY 2021-22 estimated at \$29,378,000 from BSCC.
3. Delegate authority to the Chief Probation Officer or his designee to negotiate, execute, amend, modify, terminate, and/or extend agreements with agencies to provide services consistent with the Program, upon approval as to form by County Counsel.

Rebuild Lives and Provide for Healthier and Safer Communities

4. Authorize the Chief Probation Officer or his designee to utilize any interest or unspent Program funds available in FY 2021-22 on qualifying Program expenses.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended actions is to obtain Board approval to authorize the Chief Probation Officer or his designee to apply for and accept funding to continue the implementation of the Program. The BSCC requires that the County of Los Angeles Probation Department's (Probation) Application for FY 2021-22 Program funding be submitted to them by May 1, 2021. The recommended actions will also delegate authority to the Chief Probation Officer or his designee to negotiate, execute, amend, modify, terminate, and/or extend agreements with agencies to continue these efforts, as required by the Program. In addition, the Chief Probation Officer or his designee will be authorized to utilize interest and unspent Program funds available in FY 2021-22 on allowable Program expenses. The JJCPA component of the Program is the result of a multi-agency effort of the Los Angeles County Juvenile Justice Coordinating Council (JJCC). Consistent with the BSCC's requirements, the JJCC has continued to meet to coordinate and oversee the implementation of the JJCPA component of the Program.

For FY 2021-22, Probation's JJCPA funding allocation is estimated at \$27,386,738 and YOBG funding allocation is estimated at \$29,378,000, however, until the Legislature sends the Governor a budget, the BSCC cannot guarantee or identify specifics regarding the FY 2021-22 funding amount for JJCPA or YOBG.

IMPLEMENTATION OF STRATEGIC PLAN GOALS

The recommended actions are consistent with the County of Los Angeles Strategic Plan Goal III: Realize Tomorrow's Government Today. Specifically, it will address Strategy III.3 to Pursue Operational Effectiveness, Fiscal Responsibility, and Accountability, as Probation continues to evaluate the Program funded services based on results.

FISCAL IMPACT/FINANCING

For FY 2021-22, Probation's JJCPA funding allocation is estimated at \$27,386,738 and YOBG funding allocation is estimated at \$29,378,000 pending approval of the County's Application. There is no match requirement or net County cost associated with the Program. The County must adhere to Program requirements regarding the expenditure of said funds.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

For FY 2021-22, Probation's estimated allocation, pending the adoption of a final budget by the State and BSCC's approval of the Application, is \$27,386,738 for JJCPA and \$29,378,000 for YOBG.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Funding will allow for the continued implementation of the Program that addresses the critical problem of mental health needs of probationers, provides community-level prevention and intervention strategies that target high-risk neighborhoods, and focuses on achieving success for probationers and at-risk or at-promise youth. These services are currently provided through the collaborative efforts of government agencies and community-based organizations. Additionally, Program funding will provide specialized and individualized services and supervision to high-risk youth who formerly could have received confinement in a state juvenile justice facility. Probation intends to leverage programs funded by the YOBG with the JJCPA programs to provide evidence-based programs and services to probationers identified with high needs for special services.

Respectfully submitted,

ADOLFO GONZALES
Chief Probation Officer

AG:TH:JK:sb

c: Executive Officer
Chief Executive Office
County Counsel

March 16, 2021

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:

**APPROVE CONTRACT WITH SECURITAS SECURITY SERVICES USA, INC.
FOR AS-NEEDED SECURITY GUARD SERVICES
(ALL DISTRICTS) (3 VOTES)**

SUBJECT

The Los Angeles County (County) Sheriff's Department (Department) is seeking Board approval for an As-Needed Security Guard Services Contract (Contract) with Securitas Security Services USA, Inc. (Securitas) for the provision of as-needed armed and unarmed security guard services for the Department's Court Services Division.

IT IS RECOMMENDED THAT THE BOARD:

1. Approve and instruct the Chair of the Board to execute the attached Contract with Securitas for a Contract term commencing April 15, 2021, through April 14, 2024, with an option to extend for up to four one-year option periods, for a total Contract term not to exceed seven years. The estimated annual Contract sum for the proposed Contract is \$4,000,000.
2. Delegate authority to the Sheriff, or his designee, to execute Changes Orders and Amendments or otherwise modify the Contract as set forth in the Contract in order to: (1) add and/or update standard County contract provisions as required by the Board or the County's Chief Executive Office (CEO); (2) exercise the option terms; (3) effectuate an Assignment and Delegation provision under the Contract; (4) effectuate modifications that do not materially affect any term of the Contract; and

(5) effectuate any change to Attachment A2 (County Security Staff Vacancy Levels and Contractor's Required Staffing), of the Contract.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of the recommended actions will allow the Department to continue to receive as-needed armed and unarmed security guard services for 38 County courthouses and two Department facilities. Most County courthouses are at least partially staffed by the Department's armed security officers and unarmed security assistants.

The Department does not currently have sufficient numbers of security officers and security assistants to staff every required post, or to maintain a pool of relief personnel to backfill short-term absences among these positions. The contracted services are specifically to provide qualified security guards to fill behind Department security officers and assistants who are unavailable due to absences, and to otherwise provide security coverage when Department personnel are not scheduled to work. The Department presently contracts with Securitas for the required services.

Implementation of Strategic Plan Goals

The services provided under this contract supports the County's Strategic Plan, Goal 1, Operational Effectiveness, by providing quality security guard services to the County courthouses and other Sheriff's facilities.

FISCAL IMPACT/FINANCING

The Department identified funding within its operating budget and will continue to allocate funding annually for each year of the Contract.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The Department is responsible for providing security guard services for the County's courthouses and Sheriff's Department facilities.

The current agreement with Securitas was approved on December 6, 2016, and expires on April 14, 2021.

The proposed Contract includes a provision for termination for convenience by either County or Contractor, with 30 business days advanced notice to either party.

County Counsel has reviewed and approved the attached Contract as to form.

CONTRACTING PROCESS

On July 7, 2020, the Department posted a Request for Proposals (RFP) for As-Needed Security Guard Services. A mandatory proposer's conference was held on August 5, 2020, with eight vendors in attendance. The proposal due date was September 15, 2020. The Department received proposals from two qualified vendors.

An evaluation committee consisting of subject matter experts from various County departments independently reviewed and scored the proposals based on predefined evaluation criteria in accordance with the Board's informed averaging guidelines.

Securitas was determined to be the highest scoring, qualified proposer. The Department recommends approval of the subject Contract.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of this action will ensure consistent delivery of quality armed and unarmed security services at courthouses within the County and other Department facilities.

CONCLUSION

Upon approval by the Board, please return a copy of the adopted Board letter and two original executed copies of the Contract to the Department's Contracts Unit.

Sincerely,

ALEX VILLANUEVA, SHERIFF

TIMOTHY K. MURAKAMI
UNDERSHERIFF

AV:AM:am
(Fiscal Administration Bureau/Contracts Unit)

- c: Board of Supervisors, Justice Deputies
Celia Zavala, Executive Officer, Board of Supervisors
Fesia Davenport, Chief Executive Officer
Sheila Williams, Senior Manager, Chief Executive Office (CEO)
Rene Phillips, Manager, CEO
Jocelyn Ventilacion, Principal Analyst, CEO
Anna Petrosyan, Analyst, CEO
Rodrigo A. Castro-Silva, County Counsel
Elizabeth D. Miller, Chief Legal Advisor, Legal Advisory Unit
Michele Jackson, Principal Deputy County Counsel, Legal Advisory Unit
Timothy K. Murakami, Undersheriff
Jorge A. Valdez, Chief of Staff
LaJuana J. Haselrig, Chief, Court Services Division (CSD)
Conrad Meredith, Division Director, Administrative Services Division (ASD)
Daniel J. Dyer, Commander, CSD
Glen C. Joe, Assistant Division Director, ASD
Rick M. Cavataio, Director, Fiscal Administration Bureau (FAB)
David E. Culver, Assistant Director, FAB
John L. Lindsay, Lieutenant, CSD
Vanessa C. Chow, Sergeant, ASD
Angelo Faiella, Manager, Contracts Unit
Erica M. Saavedra, Deputy ASD
Helen Missakian, Contract Program Monitor, CSD
Alex Madera, Senior Contract Analyst, Contracts Unit
(Contracts – Securitas Security Services 03-16-21)

**BOARD LETTER/MEMO – FACT SHEET
PUBLIC SAFETY CLUSTER**

OPS CLUSTER AGENDA REVIEW DATE	N/A		
CAR DATE	03/03/2021		
BOARD MEETING	3/16/2021		
SUPERVISORIAL DISTRICT AFFECTED	All		
DEPARTMENT	Sheriff		
SUBJECT	Board Execution of Contract with Securitas Security Services, USA Inc. (Securitas)		
PROGRAM	As-Needed Security Guard Services		
SOLE SOURCE CONTRACT	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain why:		
DEADLINES/ TIME CONSTRAINTS	Current Agreement expires on April 14, 2021.		
COST & FUNDING	<table border="1" style="width: 100%;"> <tr> <td style="width: 50%;">Estimated Annual Contract Sum: \$4,000,000</td><td style="width: 50%;">Funding source: General Fund A01/16179 – Court Services Division Business Operations</td></tr> </table>	Estimated Annual Contract Sum: \$4,000,000	Funding source: General Fund A01/16179 – Court Services Division Business Operations
Estimated Annual Contract Sum: \$4,000,000	Funding source: General Fund A01/16179 – Court Services Division Business Operations		
	TERMS: <ul style="list-style-type: none"> Initial term of three years, with options to extend for four one-year periods. 		
	Explanation:		
PURPOSE OF REQUEST	The proposed Agreement is a successor Agreement to agreement number 78560 with Securitas, which expires on April 14, 2021.		
BACKGROUND (include internal/external issues that may exist)	<ul style="list-style-type: none"> On July 7, 2020, the Department posted a Request for Proposals (RFP) for As-Needed Security Guard Services. The RFP was posted on the County's and Department's websites with a closing date of September 15, 2020. The Department received proposals from two qualified vendors. Securitas was determined by the independent evaluation committee to be the highest scoring qualified proposer. 		
DEPARTMENTAL AND OTHER CONTACTS	Name, Title, Phone # & Email: <ul style="list-style-type: none"> Lt. John Lindsay, Project Director, (213) 229-2171, Jlindsa@lasd.org Angelo Faiella, Contracts Manager, (213) 229-3259, AFaiell@lasd.org 		



CONTRACT

BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

SECURITAS SECURITY SERVICES USA, INC.

FOR

AS-NEEDED SECURITY GUARD SERVICES

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CONTRACT
BY AND BETWEEN
COUNTY OF LOS ANGELES
AND
SECURITAS SECURITY GUARDS SERVICES USA, INC.
FOR
AS-NEEDED SECURITY GUARD SERVICES

This Contract (Contract) made and entered into this ____ day of _____, 2021 by and between the County of Los Angeles (County) and Securitas Security Services USA, Inc. (Contractor), located at 1055 Wilshire Boulevard #1600, Los Angeles, California 90017.

RECITALS

WHEREAS, Contractor is qualified by reason of experience, organization, qualifications and staffing to provide to County the Services contemplated by this Contract; and

WHEREAS, County is authorized by, inter alia, California Government Code section 31000 to contract for special services, including the Services contemplated herein; and

WHEREAS, County issued a Request for Proposals (RFP) for the provision as-needed security Guard Services for the Los Angeles County Sheriff's Department (Sheriff or Department); and

WHEREAS, Contractor has submitted a proposal to County for the provision of as-needed security Guard Services, based on which Contractor has been selected for recommendation for award of this Contract.

NOW THEREFORE, in consideration of the mutual promises, covenants and conditions set forth herein and for good and valuable consideration, County and Contractor agree as follows:

1.0 APPLICABLE DOCUMENTS

Exhibits A, B, C, D, E, F, G1, G2, G3, H, and I, including all Attachments, 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, and Attachments, or between Exhibits and Attachments, such conflict or inconsistency shall be resolved by giving precedence first to the terms and conditions of the Contract and then to the Exhibits and Attachments, according to the following priority:

Standard Exhibits:

1.1 Exhibit A - Statement of Work

- Attachment A1 County Courthouses and Other Sheriff's Facilities
- Attachment A2 County Security Staff Vacancy Levels and Contractor's Required Staffing
- Attachment A3 Statement on Workplace Equality
- Attachment A4 Civil Procedures, Security Duties and Conduct
- Attachment A5 Manual of Policy and Procedures, Uniform and Safety Equipment
- Attachment A6 Acknowledgement of Receipt
- Attachment A7 Contract Discrepancy Report
- Attachment A8 Performance Requirements Summary
- Attachment A9 Contract Guard Inspection Report

1.2 Exhibit B - Pricing Schedule

1.3 Exhibit C - Intentionally Omitted

1.4 Exhibit D - Contractor's EEO Certification

1.5 Exhibit E - County's Administration

1.6 Exhibit F - Contractor's Administration

1.7 Exhibit G1 - Contractor Acknowledgement and Confidentiality Agreement

- 1.8 Exhibit G2 -Contractor Employee Acknowledgement and Confidentiality Agreement
- 1.9 Exhibit G3 -Contractor Non-Employee Acknowledgement and Confidentiality Agreement
- 1.10 Exhibit H - Jury Service Ordinance
- 1.11 Exhibit I - Safely Surrendered Baby Law

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

2.0 DEFINITIONS

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

- 2.1 **Amendment** has the meaning set forth in Paragraph 8.1 (Change Notices and Amendments) of this Contract.
- 2.2 **Assistant** means an unarmed County employee which performs the duties of a County Security Assistant for the Department.
- 2.3 **Business Day(s)** means calendar day(s) unless otherwise specified.
- 2.4 **Change Notice** has the meaning set forth in Paragraph 8.1 (Change Notices and Amendments) of this Contract.
- 2.5 **Contract** means the agreement executed between County and Contractor. It sets forth the terms and conditions for the issuance and performance of Exhibit A (Statement of Work) to this Contract.
- 2.6 **Contractor** means the sole proprietor, partnership, or corporation that has entered into a Contract with the County to perform and/or execute the work covered by Exhibit A (Statement of Work) to this Contract.
- 2.7 **Contractor Project Manager** means the individual designated by the Contractor to administer the Contract operations after the Contract award.
- 2.8 **County means the County of Los Angeles.**

- 2.9 County Branch Supervisor** has the meaning set forth in Paragraph 6.4 (County Branch Supervisor) of this Contract.
- 2.10 County Project Director** means the person designated by County with authority for County on contractual or administrative matters relating to this Contract that cannot be resolved by the County Project Manager. All references here forward to County Project Director shall mean, "County Project Director or designee."
- 2.11 County Project Manager** means the person designated by County's Project Director to manage the operations under this Contract. All references here forward to County Project Manager shall mean, "County Project Manager or designee."
- 2.12 Department** means the Los Angeles County Sheriff's Department.
- 2.13 Guard** means an employee of Contractor assigned to perform armed or unarmed security Guard duties under this Contract as set forth in Exhibit A (Statement of Work) to this Contract.
- 2.14 Location** means a County work site/location where Guards perform security Guard Services.
- 2.15 Officer** means an armed County employee which performs the duties of a County Security Officer for the Department.
- 2.16 Post** means a Guard assignment within a Location.
- 2.17 Services** means the as-needed armed and unarmed security Guard Services required under this Contract.
- 2.18 Sheriff** means the elected official who is the Sheriff of the County of Los Angeles.
- 2.19 Statement of Work or "SOW"** means the Statement of Work, attached as Exhibit A (Statement of Work) to this Contract, together with all Attachments thereto.
- 2.20 Supervisor** means an employee of Contractor assigned to perform supervisory duties under this Contract as set forth in Exhibit A (Statement of Work) to this Contract.
- 2.21 Term** has the meaning set forth in Paragraph 4 (Term of Contract) of this Contract.

3.0 WORK

- 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 herein.
- 3.2 If the Contractor provides any tasks, deliverables, goods, Services, or other work, other than as specified in this Contract, the same shall be deemed to be a gratuitous effort on the part of the Contractor, and the Contractor shall have no claim whatsoever against the County.

4.0 TERM OF CONTRACT

- 4.1 The Term of this Contract shall be three years commencing after execution by County's Board of Supervisors, unless sooner terminated or extended, in whole or in part, as provided in this Contract.
- 4.2 At the end of the initial term, County may, at its sole option, extend the Term of this Contract for up to four additional one-year periods, (each an Option Term) for a maximum total Contract Term not to exceed seven years, subject to, among others, County's right to terminate earlier for convenience, non-appropriation of funds, default of Contractor, substandard performance of Contractor, non-responsibility of Contractor and any other term or condition of this Contract providing for early termination of this Contract by County. County shall be deemed to have exercised each extension Option Term automatically, without further act, unless, no later than 30 days prior to the expiration of the initial term, or current Option Term as applicable, County notifies Contractor in writing that it elects not to extend this Contract pursuant to this Paragraph 4.0 (Term of Contract). If County elects not to exercise an Option Term to extend at the end of the initial term, this Contract shall expire.
- 4.3 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 an Option Term.
- 4.4 The Contractor shall notify the Department when this Contract is within six months of the expiration of the Term as provided for hereinabove. Upon occurrence of this event, the Contractor shall send written notification to County Project Manager at the address herein provided in Exhibit E (County's Administration) to this Contract.

5.0 CONTRACT SUM

5.1 Maximum Contract Sum

- 5.1.1 The prices and fees for this Contract shall be the amount payable by County to Contractor for performing all tasks, deliverables, goods, services, and any other work required under this Contract. Reference Exhibit B (Pricing Schedule) to this Contract, for Contractor pricing.
- 5.1.2 County shall pay Contractor monthly in arrears for the number of hours worked by Contractor employees for the previous month at the hourly billing rates specified in Exhibit B (Pricing Schedule) to this Contract. Exhibit B (Pricing Schedule) to this Contract specifies the hourly billing rates for Guards, both armed and unarmed, and Supervisors for each annual Contract period.
- 5.1.3 The number of Guards and Supervisors required by County is dependent upon courthouse/facility needs, full-time vacant positions, the planned absence (vacation or other planned leave) relief factor, and vacancies resulting from unplanned absences (sick leave). The payment amount due to Contractor will vary from month to month.
- 5.1.4 County and Contractor agree that the hourly billing rates set forth in Exhibit B (Pricing Schedule) to this Contract are firm and fixed for the Term of this Contract. County shall have no obligation for payment, and Contractor shall have no right to payment or reimbursement other than set forth in Exhibit B (Pricing Schedule) to this Contract.
- 5.1.5 The Maximum Contract Sum under this Contract shall be the total monetary amount that would be payable by County to Contractor for providing required work under this Contract for the Term of this Contract. All payments under this Contract shall be in accordance with Exhibit B (Pricing Schedule) to this Contract.

5.2 Written Approval for Reimbursement

- 5.2.1 The Contractor shall not be entitled to payment or reimbursement for any tasks or Services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. Assumption or takeover of any of the Contractor's duties, responsibilities, or obligations, or performance of same by any person or entity other than the Contractor, whether through assignment, sub-contract, delegation, merger, buyout, or any other mechanism, with or

without consideration for any reason whatsoever, shall not occur except with the County's express prior written approval.

5.3 Notification of 75% of Maximum Contract Sum

5.3.1 The Contractor shall maintain a system of record keeping that will allow the Contractor to determine when it has incurred 75% of the Maximum Contract Sum under this Contract. Upon occurrence of this event, the Contractor shall send written notification to Department at the address herein provided in Exhibit E (County's Administration) to this Contract.

5.4 No Payment for Services Provided Following Expiration- Termination of Contract

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

5.5 Invoices and Payments

5.5.1 The Contractor shall invoice the County only for providing the tasks, deliverables, goods, Services, and other work specified in Exhibit A (Statement of Work) to this Contract and elsewhere hereunder. The Contractor shall prepare invoices, which shall include the charges owed to the Contractor by the County under the terms of this Contract. The Contractor's payments shall be as provided in Exhibit B (Pricing Schedule) to this Contract, and the Contractor shall be paid only for the tasks, deliverables, goods, Services, and other work approved in writing (including court appearances) by the County Project Director. If the County does not approve work in writing no payment shall be due to the Contractor for that work.

5.5.2 The Contractor's invoices shall be priced in accordance with Exhibit B (Pricing Schedule) to this Contract.

5.5.3 The Contractor's invoices shall contain information describing the tasks, deliverables, goods, Services, work hours, and facility and/or other work for which payment is claimed, as described in Exhibit A (Statement of Work) to this Contract.

5.5.4 The Contractor shall prepare invoice format and content in the following manner:

- a. County's Contract number;
- b. Billing period;
- c. Billing date;
- d. Location worked;
- e. Name(s) of contractor employee(s);
- f. Date(s) Service(s) provided;
- g. Number of hours worked by each employee;
- h. Rate of pay for each employee;
- i. Total amount paid to each employee;
- j. Total charges for each location;
- k. Copy of all employee log sheets; and
- l. Copy of subpoena, or police report/incident report (for court appearance only).

5.5.5 Submission of Invoices

Contractor shall, on a monthly basis, and not later than the 15th of each month for the prior calendar month Service period, submit two copies of each invoice as shown below:

ORIGINAL PLUS ONE DUPLICATE TO:

Los Angeles County Sheriff's Department
Court Services Division
211 W. Temple Street, 7th Floor
Los Angeles, California 90012
Attention: Helen Missakian

COPY TO:

Los Angeles County Sheriff's Department
Fiscal Administration
211 West Temple Street, 5th Floor
Los Angeles, California 90012
Attention: Accounts Payable Section—Contracts Billing

5.5.6 County Approval of Invoices

All invoices submitted by the Contractor for payment must have the written approval of the County Project Manager prior to any payment thereof. In no event shall the County be liable or responsible for any payment prior to such written approval. Approval for payment will not be unreasonably withheld.

5.5.7 Local Small Business Enterprises – Prompt Payment Program

Certified Local Small Business Enterprises (LSBEs) will receive prompt payment for Services they provide to County departments. Prompt payment is defined as 15 calendar days after receipt of an undisputed invoice.

5.6 Intentionally Omitted

5.7 Default Method of Payment: Direct Deposit or Electronic Funds Transfer

- 5.7.1 The County, at its sole discretion, has determined that the most efficient and secure default form of payment for goods and/or services provided under a contract with the County shall be Electronic Funds Transfer (EFT) or direct deposit, unless an alternative method of payment is deemed appropriate by the Auditor-Controller (A-C).
- 5.7.2 The Contractor shall submit a direct deposit authorization request via the website <https://directdeposit.lacounty.gov> with banking and vendor information, and any other information that the A-C determines is reasonably necessary to process the payment and comply with all accounting, record keeping, and tax reporting requirements.
- 5.7.3 Any provision of law, grant, or funding agreement requiring a specific form or method of payment other than EFT or direct deposit shall supersede this requirement with respect to those payments.
- 5.7.4 At any time during the duration of this Contract, a Contractor may submit a written request for an exemption to this requirement. Such request must be based on specific legal, business or operational needs and explain why the payment method designated by the A-C is not feasible and an alternative is necessary. The A-C, in consultation with the contracting

department(s), shall decide whether to approve exemption requests.

6.0 ADMINISTRATION OF CONTRACT - COUNTY

6.1 County Administration

- 6.1.1 A listing of all County Administration referenced in the following Paragraphs are designated in Exhibit E (County's Administration) to this Contract. The County will notify the Contractor in writing of any change in the names or addresses shown.

6.2 County Project Director

- 6.2.1 The role of the County Project Director may include:
 - 6.2.1.1 Coordinating with Contractor and ensuring Contractor's performance of this Contract; however, in no event shall Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby; and
 - 6.2.1.2 Upon request of the Contractor, providing direction to the Contractor, as appropriate in areas relating to County policy, information requirements, and procedural requirements; however, in no event, shall Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby.

6.3 County Project Manager

- 6.3.1 The role of the County Project Manager is authorized to include:
 - 6.3.1.1 Meeting with the Contractor Project Manager on a regular basis.
 - 6.3.1.2 Inspecting any and all tasks, deliverables, goods, Services, or other work provided by or on behalf of the Contractor; however, in no event shall Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby.
 - 6.3.1.3 The County Project Manager is not authorized to make any changes in any of the terms and conditions of this Contract and is not authorized to further obligate County in any respect whatsoever.

6.4 County Branch Supervisor

6.4.1 The role of the County Branch Supervisor may include:

6.4.1.1 Being stationed at a courthouse or Department facility and is responsible for its daily security operations.

6.4.1.2 Directing the actions and duties of Contractor's Guards.

7.0 ADMINISTRATION OF CONTRACT - CONTRACTOR

7.1 Contractor Administration

A listing of all of Contractor's Administration referenced in the following Paragraphs is designated in Exhibit F (Contractor's Administration) to this Contract. The Contractor will notify the County in writing of any change in the names or addresses shown.

7.2 Contractor Project Manager

7.2.1 The Contractor Project Manager is designated in Exhibit F (Contractor's Administration) to this Contract. The Contractor shall notify the County in writing of any change in the name or address of the Contractor Project Manager.

7.2.2 The Contractor Project Manager shall be responsible for the Contractor's day-to-day activities as related to this Contract and shall meet and coordinate with the County Project Manager on a regular basis.

7.3 Approval of Contractor's Staff

7.3.1 County has the absolute right to approve or disapprove all of the Contractor's staff providing Services hereunder and any proposed changes in the Contractor's staff, including, but not limited to, the Contractor Project Manager.

7.4 Contractor's Staff Identification

Contractor shall provide, at Contractor's expense, all staff providing Services under this Contract with photo identification. Photo identification shall be in the immediate possession of each Guard and each Supervisor, and not visibly worn while on duty (see Paragraph 13.0 (Contractor-Furnished Uniforms) of Exhibit A (Statement of Work) to this Contract).

7.5 Background and Security Investigations

7.5.1 Each of Contractor's Guards and Supervisors providing Services under this Contract shall undergo and pass a background

investigation to the satisfaction of County as a condition of beginning and continuing to provide Services under this Contract.

- 7.5.2 The Department's Civilian Team Backgrounds Unit will conduct all background investigations of Contractor's employees. The fees associated with the background investigation shall be borne by Contractor, regardless of whether Contractor's staff passes or fails the background clearance investigation.
- 7.5.3 Contractor shall provide County Project Manager with pre-background check results and documentation for each Guard and Supervisor (see Paragraph 19.0 (Background Investigations) of Exhibit A (Statement of Work) to this Contract).
- 7.5.4 In addition, the County reserves the right to request an additional background investigation obtained through fingerprints submitted to the California Department of Justice to include State, local, and Federal-level review, which may include, but shall not be limited to, criminal conviction information.
- 7.5.5 All Contractor Guards and Supervisors must successfully pass the background investigation or be provisionally approved by the Department's Civilian Team Backgrounds Unit before the Guard or Supervisor can be assigned to provide Security Guard Services at any County courthouse or Department facility or Location. All clearances will be determined by the Department's Civilian Team Backgrounds Unit, in its sole discretion.
- 7.5.6 If a member of Contractor's staff does not pass the background investigation, County may request that the member of Contractor's staff be removed immediately from providing Services under this Contract. Contractor shall comply with County's request at any time during the Term of this Contract. County will not provide to Contractor or to Contractor's staff any information obtained through the County's background investigation.
- 7.5.7 The Department will not accept Contractor's proposed Guards and Supervisors if background investigations disclose the following:
 - a. Any felony conviction;
 - b. Conviction for any sex crime; or
 - c. Any pattern of irresponsible behavior including, but not limited to, unsatisfactory driving or employment records.

- 7.5.8 In the event of non-clearance of Contractor staff, all disqualifying information is confidential and not reviewable by Contractor, Guards, or Supervisors.
- 7.5.9 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.
- 7.5.10 Disqualification of any member of Contractor's staff pursuant to this Paragraph 7.5 (Background and Security Investigations) shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.
- 7.5.11 Contractor shall be responsible for reimbursement to, or direct payment to the Department for actual costs of performing each background investigation. The cost is approximately \$100 per proposed Guard or Supervisor.

7.6 Confidentiality

- 7.6.1 Contractor shall maintain the confidentiality of all records and information in accordance with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures relating to confidentiality, including, without limitation, County policies concerning information technology security and the protection of confidential records and information.
- 7.6.2 Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or sub-contractors, to comply with this Paragraph 7.6 (Confidentiality) as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 7.6 (Confidentiality) shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and to reimbursement from Contractor for all such costs and expenses

incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of County without County's prior written approval.

7.6.3 Contractor shall inform all of its officers, employees, agents and sub-contractors providing Services hereunder of the confidentiality provisions of this Contract. Contractor shall sign and adhere to Exhibit G1 (Contractor Acknowledgment and Confidentiality Agreement) to this Contract

7.6.4 Contractor shall cause each employee providing Services covered by this Contract to sign and adhere to the provisions of Exhibit G2 (Contractor Employee Acknowledgement and Confidentiality Agreement) to this Contract.

8.0 STANDARD TERMS AND CONDITIONS

8.1 Change Notices and Amendments

No representative of either County or Contractor, including those named in this Contract, is authorized to make any changes in any of the terms, obligations, or conditions of this Contract, except through the procedures set forth in this Paragraph 8.1. County reserves the right to change any portion of the work required under this Contract, or amend such other terms and conditions, as may become necessary. Any such revision shall be accomplished in the following manner:

8.1.1 For any change which does not materially affect the scope of work, Term, Contract sum, payments, or any term or any other condition of this Contract, a Change Notice to the Contract shall be executed by the County Project Director and Contractor Project Manager.

8.1.2 For any change which materially affects the scope of work, Term, Contract sum, payments, or any other term or condition of this Contract, an Amendment to the Contract shall be executed by the Contractor and the County Board of Supervisors.

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

- 8.1.4 Notwithstanding the foregoing, the Sheriff or his authorized designee is specifically authorized to issue Contract non-renewal notices for Option Terms. Furthermore, the Sheriff is specifically authorized to prepare and execute Amendments on behalf of County to effect assignment of rights and/or delegation of duties as required pursuant to Paragraph 8.2 (Assignment and Delegation) of this Contract.

8.2 Assignment and Delegation/Mergers or Acquisitions

- 8.2.1 The Contractor shall notify the County of any pending acquisitions/mergers of its company unless otherwise legally prohibited from doing so. If the Contractor is restricted from legally notifying the County of pending acquisitions/mergers, then it should notify the County of the actual acquisitions/mergers as soon as the law allows and provide to the County the legal framework that restricted it from notifying the County prior to the actual acquisitions/mergers.
- 8.2.2 The Contractor shall not assign its rights or delegate its duties under this Contract, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this Paragraph, County consent shall require a written Amendment to this Contract, which is formally approved and executed by the parties. Any payments by the County to any approved delegate or assignee on any claim under this Contract shall be deductible, at County's sole discretion, against the claims, which the Contractor may have against the County.
- 8.2.3 Shareholders, partners, members, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Contract, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Contract.
- 8.2.4 Any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any person or entity other than the Contractor, whether through assignment, sub-contract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without

County's express prior written approval, shall be a material breach of the Contract which may result in the termination of this Contract. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

8.3 Authorization Warranty

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

8.4 Budget Reductions

- 8.4.1 In the event that the County 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 30 calendar days of the County Board of Supervisor's approval of such actions. Except as set forth in the preceding sentence, the Contractor shall continue to provide all of the Services set forth in this Contract.

8.5 Complaints

- 8.5.1 The Contractor shall develop, maintain and operate procedures for receiving, investigating and responding to complaints.

8.5.2 Complaint Procedures

- 8.5.2.1 Within 30 Business Days after the Contract effective date, the Contractor shall provide the County Project Manager with the Contractor's policy for receiving, investigating and responding to user complaints.
- 8.5.2.2 The County will review the Contractor's policy and provide the Contractor with approval of said plan or with requested changes.

- 8.5.2.3 If the County requests changes in the Contractor's policy, the Contractor shall make such changes and resubmit the plan within five Business Days for County approval.
- 8.5.2.4 If, at any time, the Contractor wishes to change the Contractor's policy, the Contractor shall submit proposed changes to the County for approval before implementation.
- 8.5.2.5 The Contractor shall preliminarily investigate all complaints and notify the County Project Manager of the status of the investigation within five Business Days of receiving the complaint.
- 8.5.2.6 When complaints cannot be resolved informally, a system of follow-through shall be instituted which adheres to formal plans for specific actions and strict time deadlines.
- 8.5.2.7 Copies of all written responses shall be sent to the County Project Manager within three Business Days of mailing to the complainant.

8.6 Compliance with Applicable Law

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

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

8.7 Compliance with Civil Rights Laws

- 8.7.1 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) to this Contract.

8.8 Compliance with the County's Jury Service Program

8.8.1 Jury Service Program:

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

8.8.2 Written Employee Jury Service Policy

1. Unless the Contractor has demonstrated to the County's satisfaction either that the Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that the Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), the Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five calendar 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 Paragraph, "Contractor" means a person, partnership, corporation or other entity which has a contract with the County or a sub-contract with a County Contractor and has received or will receive an aggregate sum of \$50,000.00 or more in any 12-month period under one or more County contracts or sub-contracts. "Employee" means any California resident who is a full-time employee of the Contractor. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: (1) the lesser number is a recognized industry standard as determined by the County, or (2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 calendar 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 sub-contractor to perform services for the County under the Contract, the sub-contractor shall also be subject to the provisions of this paragraph. The provisions of this Paragraph shall be inserted into any such sub-contract agreement and a copy of the Jury Service Program shall be attached to the agreement.
3. If the Contractor is not required to comply with the Jury Service Program when the Contract commences, the Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and the Contractor shall immediately notify the County if the Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if the Contractor no longer qualifies for an exception to the Jury Service Program. In either event, the Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Contract and at its sole discretion, that the Contractor demonstrate, to the County's satisfaction that the Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that the Contractor continues to qualify for an exception to the Program.
4. Contractor's violation of this Paragraph of this Contract may constitute a material breach of this Contract. In the event of such material breach, County may, in its sole discretion,

terminate this Contract and/or bar the Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

8.9 Conflict of Interest

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

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

8.10 Consideration of Hiring County Employees Targeted for Layoff or Re-Employment List

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

8.11 Consideration of Hiring GAIN-GROW Participants

8.11.1 Should the Contractor require additional or replacement personnel after the effective date of this Contract, the Contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General

Relief Opportunity for Work (GROW) Program who meet the Contractor's Minimum Mandatory Requirements 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. Contractors shall report all job openings with job requirements to:

GAINGROW@DPSS.LACOUNTY.GOV
and BSERVICES@WDACS.LACOUNTY.GOV
and DPSS will refer qualified GAIN-GROW job candidates.

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

8.12 Contractor Responsibility and Debarment

8.12.1 Responsible Contractor

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

8.12.2 Chapter 2.202 of the County Code

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

8.12.3 Non-responsible Contractor

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

created by the County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.

8.12.4 Contractor Hearing Board

8.12.4.1 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.

8.12.4.2 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 County Board of Supervisors.

8.12.4.3 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 County Board of Supervisors. The County Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

8.12.4.4 If a Contractor has been debarred for a period longer than five years, that Contractor may after the debarment has been in effect for at least five years, submit a written request for review of the debarment 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.

8.12.4.5 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 years; (2) the debarment has been in effect for at least five years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

8.12.4.6 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 County Board of Supervisors. The County Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

8.12.5 Sub-contractors of Contractor

These terms shall also apply to sub-contractors of County Contractors.

8.13 Contractor's Acknowledgement of County's Commitment to Safely Surrendered Baby Law

8.31.1 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 Exhibit I of this Contract, in a prominent position at the Contractor's place of business. The Contractor will also encourage its sub-contractors, if any, to post this poster in a prominent position in the sub-contractor's place of

business. Information and posters for printing are available at www.babysafela.org.

8.14 Contractor's Warranty of Adherence to County's Child Support Compliance Program

- 8.14.1 The Contractor acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through contracts are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.
- 8.14.2 As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the Contractor's duty under this Contract to comply with all applicable provisions of law, the Contractor warrants that it is now in compliance and shall during the Term of this Contract maintain in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

8.15 County's Quality Assurance Plan

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

8.16 Damage to County Facilities, Buildings or Grounds

- 8.16.1 The Contractor shall repair, or cause to be repaired, at its own cost, any and all damage to County facilities, buildings, or grounds caused by the Contractor or employees or agents of the Contractor. Such repairs shall be made immediately after the

Contractor has become aware of such damage, but in no event later than 30 calendar days after the occurrence.

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

8.17 Employment Eligibility Verification

- 8.17.1 Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding employment of aliens and others and that all its employees performing Services under this Contract meet the citizenship or alien status requirements contained in Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986 (P.L. 99-603).
- 8.17.2 Contractor shall obtain from all employees performing under this Contract all verification and other documentation of employment eligibility status required by Federal statutes and regulations as they currently exist and as they may be hereafter amended. Contractor shall retain such documentation for the period prescribed by law.
- 8.17.3 Contractor shall indemnify, defend, and hold harmless County, its officers, employees, agents and volunteers from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, but not limited to, defense costs and legal, accounting and other expert, consulting or professional fees, arising out of or in connection with any employer sanctions and any other liability which may be assessed against Contractor or County in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing Work under this Contract.

8.18 Facsimile Representations

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

8.19 Fair Labor Standards

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

8.20 Force Majeure

- 8.20.1 Neither party shall be liable for such party's failure to perform its obligations under and in accordance with this Contract, if such failure arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's sub-contractors), freight embargoes, or other similar events to those described above, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of such party (such events are referred to in this Paragraph 8.20.1 as "force majeure events").
- 8.20.2 Notwithstanding the foregoing, a default by a sub-contractor of Contractor shall not constitute a force majeure event, unless such default arises out of causes beyond the control of both Contractor and such sub-contractor, and without any fault or negligence of either of them. In such case, Contractor shall not be liable for failure to perform, unless the goods or Services to be furnished by the sub-contractor were obtainable from other sources in sufficient time to permit Contractor to meet the required performance schedule. As used in this Paragraph 8.20.2, the term "sub-contractor" and "sub-contractors" mean sub-contractors at any tier.
- 8.20.3 In the event Contractor's failure to perform arises out of a force majeure event, Contractor agrees to use commercially reasonable best efforts to obtain goods or Services from other sources, if applicable, and to otherwise mitigate the damages and reduce the delay caused by such force majeure event.

8.21 Governing Law, Jurisdiction, and Venue

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

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

8.22 Independent Contractor Status

- 8.22.1 This Contract is by and between the County and the Contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the County and the Contractor. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.
- 8.22.2 The Contractor shall be solely liable and responsible for providing to, or on behalf of, all persons providing Services pursuant to this Contract all compensation and benefits. The County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the Contractor.
- 8.22.3 The Contractor understands and agrees that all persons providing Services pursuant to this Contract are, for purposes of Workers' Compensation liability, solely employees of the Contractor and not employees of the County. The Contractor shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the Contractor pursuant to this Contract.
- 8.22.4 The Contractor shall adhere to the provisions stated in Paragraph 7.6 (Confidentiality) of this Contract.

8.23 Indemnification

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

8.24 General Provisions for all Insurance Coverage

- 8.24.1 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 Paragraphs 8.24 (General Provisions for all Insurance Coverage) and 8.25 (Insurance Coverage) of this Contract. These minimum insurance coverage terms, types, and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon Contractor pursuant to this Contract. The County in no way warrants that the Required Insurance is sufficient to protect the Contractor for liabilities which may arise from or relate to this Contract.

8.24.2 Evidence of Coverage and Notice to County

8.24.2.1 Certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) has been given Insured status under the Contractor's General Liability policy, shall be delivered to County at the address shown below and provided prior to commencing Services under this Contract.

8.24.2.2 Renewal Certificates shall be provided to County not less than ten Business 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.

8.24.2.3 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 \$50,000.00, and list any County-required endorsement forms.

8.24.2.4 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.

8.24.2.5 Certificates and copies of any required endorsements shall be sent to the Contract Compliance Manager listed on Exhibit E (County's Administration) to this Contract.

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

8.24.3 Additional Insured Status and Scope of Coverage

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

8.24.4 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 Business Days in advance of cancellation for non-payment of premium and 30 Business 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 this Contract, in the sole discretion of the County, upon which the County may suspend or terminate this Contract.

8.24.5 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 this Contract, upon which County immediately may withhold payments due to Contractor, and/or suspend or terminate this Contract. County, at its sole discretion, may obtain damages from Contractor resulting from said breach. Alternatively, the County may purchase the Required Insurance, and without further notice to Contractor, deduct the premium cost from sums due to Contractor or pursue Contractor reimbursement.

8.24.6 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.

8.24.7 Contractor's Insurance Shall Be Primary

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

8.24.8 Waivers of Subrogation

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

8.24.9 Sub-contractor Insurance Coverage Requirements

Contractor shall include all sub-contractors as insureds under Contractor's own policies, or shall provide County with each sub-contractor's separate evidence of insurance coverage. Contractor shall be responsible for verifying each sub-contractor complies with the Required Insurance provisions herein, and shall require

that each sub-contractor name the County and contractor as additional insureds on the sub-contractor's General Liability policy. Contractor shall obtain County's prior review and approval of any sub-contractor request for modification of the Required Insurance.

8.24.10 Deductibles and Self-Insured Retentions (SIRs)

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

8.24.11 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 years following Contract expiration, termination or cancellation.

8.24.12 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.

8.24.13 Separation of Insureds

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

8.24.14 Alternative Risk Financing Programs

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

8.24.15 County Review and Approval of Insurance Requirements

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

8.25 Insurance Coverage

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

General Aggregate:	\$5 million
Products/Completed Operations Aggregate:	\$1 million
Personal and Advertising Injury:	\$1 million
Each Occurrence:	\$3 million

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

8.25.3 Workers Compensation and 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. The written notice shall be provided to County at least ten Business Days in advance of cancellation for non-payment of premium and 30 Business Days in advance for any other cancellation or policy change. If applicable to Contractor's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

8.26 Liquidated Damages

- 8.26.1 If, in the judgment of the Sheriff, or his designee, the Contractor is deemed to be non-compliant with the terms and obligations assumed hereby, Sheriff, or his designee, 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. A description of the work not performed and the amount to be withheld or deducted from payments to the Contractor from the County, will be forwarded to the Contractor by the Sheriff, or his designee, in a written notice describing the reasons for said action.
- 8.26.2 If the Sheriff, or his designee, determines that there are deficiencies in the performance of this Contract that the Sheriff, or his designee, deems are correctable by the Contractor over a certain time span, the Sheriff, or his designee, will provide a written notice to the Contractor to correct the deficiency within specified time frames. Should the Contractor fail to correct deficiencies within said time frame, the Sheriff, or his designee, may: (a) Deduct from the Contractor's payment, pro rata, those applicable portions of the Monthly Contract Sum; and/or (b) Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the Contractor to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages is \$100.00 per day per infraction, or as specified in Attachment A8 (Performance Requirements Summary (PRS) Chart) to Exhibit A (Statement of Work) to this Contract, hereunder, and that the Contractor shall be liable to the County for liquidated damages in said amount. Said amount shall be deducted from the County's payment to the Contractor; and/or (c) Upon giving five Business Days' notice to the Contractor for failure to correct the deficiencies, the County may correct any and all deficiencies and the total costs incurred by the County for completion of the work by an alternate source, whether it be County forces or separate private Contractor, will be deducted and forfeited from the payment to the Contractor from the County, as determined by the County.
- 8.26.3 The action noted in Paragraph 8.26.2 above, shall not be construed as a penalty, but as adjustment of payment to the Contractor to recover the County cost due to the failure of the Contractor to complete or comply with the provisions of this Contract.

- 8.26.4 This Paragraph shall not, in any manner, restrict or limit the County's right to damages for any breach of this Contract provided by law or as specified in the PRS or Attachment A8 (Performance Requirements Summary (PRS) Chart) to Exhibit A (Statement of Work) to this Contract, or Paragraph 8.26.2, above, and shall not, in any manner, restrict or limit the County's right to terminate this Contract as agreed to herein.

8.27 Most-Favored Public Entity

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

8.28 Nondiscrimination and Affirmative Action

- 8.28.1 The Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.
- 8.28.2 The Contractor shall certify to, and comply with, the provisions of Exhibit D (Contractor's EEO Certification) to this Contract.
- 8.28.3 The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- 8.28.4 The Contractor certifies and agrees that it will deal with its sub-contractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.
- 8.28.5 The Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable

Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.

- 8.28.6 The Contractor shall allow County representatives access to the Contractor's employment records during regular business hours to verify compliance with the provisions of this Paragraph 8.28 (Nondiscrimination and Affirmative Action) when so requested by the County.
- 8.28.7 If the County finds that any provisions of this Paragraph 8.28 (Nondiscrimination and Affirmative Action) have been violated, such violation shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract. While the County reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment and Housing Commission or the Federal Equal Employment Opportunity Commission that the Contractor has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by the County that the Contractor has violated the anti-discrimination provisions of this Contract.
- 8.28.8 The parties agree that in the event the Contractor violates any of the anti-discrimination provisions of this Contract, the County shall, at its sole option, be entitled to the sum of \$500.00 for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

8.29 Non Exclusivity

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

8.30 Notice of Delays

- 8.30.1 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 Business Day, give notice

thereof, including all relevant information with respect thereto, to the other party.

8.31 Notice of Disputes

8.31.1 The Contractor shall bring to the attention of the County Project Manager and/or County Project Director any dispute between the County and the Contractor regarding the performance of Services as stated in this Contract. If the County Project Manager or County Project Director is not able to resolve the dispute, the Sheriff, or his designee, shall resolve it.

8.32 Notice to Employees Regarding the Federal Earned Income Credit

8.32.1 The Contractor shall notify its employees, and shall require each sub-contractor 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.

8.33 Notice to Employees Regarding the Safely Surrendered Baby Law

8.33.1 The Contractor shall notify and provide to its employees, and shall require each sub-contractor to notify and provide to its employees, information regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The information is set forth in Exhibit I (Safely Surrendered Baby Law) to this Contract. Additional information is available at www.babysafela.org.

8.34 Notices

8.34.1 All notices or demands required or permitted to be given or made under this Contract shall be in writing and shall be hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, addressed to the parties as identified in Exhibits E (County's Administration) and F (Contractor's Administration) to this Contract. Addresses may be changed by either party giving ten Business Days prior written notice thereof to the other party. The County Project Director shall have the authority to issue all notices or demands required or permitted by the County under this Contract.

8.35 Prohibition Against Inducement or Persuasion

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

8.36 Public Records Act

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

8.37 Publicity

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

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

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

8.38 Record Retention and Inspection-Audit Settlement

8.38.1 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 years thereafter unless the County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by the Contractor at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the Contractor shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

8.38.2 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 30 calendar 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). Failure on the

part of the Contractor to comply with any of the provisions of this Paragraph 8.38 (Record Retention and Inspection-Audit Settlement) shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.

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

8.39 Recycled Bond Paper

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

8.40 Sub-contracting

- 8.40.1 The requirements of this Contract may not be sub-contracted by the Contractor without the advance approval of the County. Any attempt by the Contractor to sub-contract without the prior consent of the County may be deemed a material breach of this Contract.
- 8.40.2 If the Contractor desires to sub-contract, the Contractor shall provide the following information promptly at the County's request:
- 8.40.2.1 A description of the work to be performed by the sub-contractor;
 - 8.40.2.2 A draft copy of the proposed sub-contract; and
 - 8.40.2.3 Other pertinent information and/or certifications requested by the County.

- 8.40.3 The Contractor shall indemnify, defend, and hold the County harmless with respect to the activities of each and every sub-contractor in the same manner and to the same degree as if such sub-contractor(s) were the Contractor employees.
- 8.40.4 The Contractor shall remain fully responsible for all performances required of it under this Contract, including those that the Contractor has determined to sub-contract, notwithstanding the County's approval of the Contractor's proposed sub-contract.
- 8.40.5 The County's consent to sub-contract shall not waive the County's right to prior and continuing approval of any and all personnel, including sub-contractor employees, providing Services under this Contract. The Contractor is responsible to notify its sub-contractors of this County right.
- 8.40.6 The County Project Director is authorized to act for and on behalf of the County with respect to approval of any sub-contract and sub-contractor employees. After approval of the sub-contract by the County, Contractor shall forward a fully executed sub-contract to the County for their files.
- 8.40.7 The Contractor shall be solely liable and responsible for all payments or other compensation to all sub-contractors and their officers, employees, agents, and successors in interest arising through Services performed hereunder, notwithstanding the County's consent to sub-contract.
- 8.40.8 The Contractor shall obtain certificates of insurance, which establish that the sub-contractor maintains all the programs of insurance required by the County from each approved sub-contractor. Before any sub-contractor employee may perform any work hereunder, Contractor shall ensure delivery of all such documents to the County Contract Compliance Manager in accordance with Exhibit E (County's Administration) to this Contract.

8.41 Termination for Breach of Warranty to Maintain Compliance with County's Child Support Compliance Program

- 8.41.1 Failure of the Contractor to maintain compliance with the requirements set forth in Paragraph 8.14 (Contractor's Warranty of Adherence to County's Child Support Compliance Program) of this Contract, 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 90 calendar days of written notice shall be grounds upon which the County may terminate this Contract

pursuant to Paragraph 8.43 (Termination for Default) of this Contract, and pursue debarment of the Contractor, pursuant to County Code Chapter 2.202.

8.42 Termination for Convenience

- 8.42.1 Either County or Contractor may terminate this Contract for convenience, in whole or in part, from time to time, when such action is deemed by either party, to be in its best interest. Termination of work hereunder shall be effected by notice of termination to either party 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 Business Days after the notice is sent.
- 8.42.2 After receipt of a notice of termination and except as otherwise directed by the County, the Contractor shall:
 - 8.42.2.1 Stop work under this Contract on the date and to the extent specified in such notice, and
 - 8.42.2.2 Complete performance of such part of the work as shall not have been terminated by such notice.
- 8.42.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of the Contractor under this Contract shall be maintained by the Contractor in accordance with Paragraph 8.38 (Record Retention and Inspection-Audit Settlement) of this Contract.

8.43 Termination for Default

- 8.43.1 The County may, by written notice to the Contractor, terminate the whole or any part of this Contract, if, in the judgment of County's Project Director:
 - 8.43.1.1 Contractor has materially breached this Contract; or
 - 8.43.1.2 Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, Service, or other work required either under this Contract; or
 - 8.43.1.3 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 Business Days (or such longer

period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.

- 8.43.2 In the event that the County terminates this Contract in whole or in part as provided in Paragraph 8.43.1 above, the County may procure, upon such terms and in such manner as the County may deem appropriate, goods and Services similar to those so terminated. The Contractor shall be liable to the County for any and all excess costs incurred by the County, as determined by the County, for such similar goods and services. The Contractor shall continue the performance of this Contract to the extent not terminated under the provisions of this Paragraph 8.43.2.
- 8.43.3 Except with respect to defaults of any sub-contractor, the Contractor shall not be liable for any such excess costs of the type identified in Paragraph 8.43.2 above, 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: (1) acts of God or of the public enemy, (2) acts of the County in either its sovereign or contractual capacity, (3) 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 sub-contractor, and if such default arises out of causes beyond the control of both the Contractor and sub-contractor, 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 sub-contractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule. As used in this paragraph, the term "sub-contractor(s)" means sub-contractor(s) at any tier.
- 8.43.4 If, after the County has given notice of termination under the provisions of Paragraph 8.43 (Termination for Default) of this Contract, it is determined by the County that the Contractor was not in default under the provisions of Paragraph 8.43 (Termination for Default) of this Contract, or that the default was excusable under the provisions of Paragraph 8.43.3 above, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Paragraph 8.42 (Termination for Convenience) of this Contract.
- 8.43.5 The rights and remedies of the County provided in this Paragraph 8.43 (Termination for Default) shall not be exclusive and are in

addition to any other rights and remedies provided by law or under this Contract.

8.44 Termination for Improper Consideration

- 8.44.1 The County may, by written notice to the Contractor, immediately terminate the right of the Contractor to proceed under this Contract if it is found that consideration, in any form, was offered or given by the Contractor, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing this Contract or securing favorable treatment with respect to the award, amendment, or extension of this Contract or the making of any determinations with respect to the Contractor's performance pursuant to this Contract. In the event of such termination, the County shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default by the Contractor.
- 8.44.2 The Contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.
- 8.44.3 Among other items, such improper consideration may take the form of cash, discounts, services, the provision of travel or entertainment, or tangible gifts.

8.45 Termination for Insolvency

- 8.45.1 The County may terminate this Contract forthwith in the event of the occurrence of any of the following:
 - 8.45.1.1 Insolvency of the Contractor. The Contractor shall be deemed to be insolvent if it has ceased to pay its debts for at least 60 Business 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;
 - 8.45.1.2 The filing of a voluntary or involuntary petition regarding the Contractor under the Federal Bankruptcy Code;
 - 8.45.1.3 The appointment of a Receiver or Trustee for the Contractor; or
 - 8.45.1.4 The execution by the Contractor of a general assignment for the benefit of creditors.

- 8.45.2 The rights and remedies of the County provided in this Paragraph 8.45 (Termination for Insolvency) shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.46 Termination for Non-Adherence of County Lobbyist Ordinance

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

8.47 Termination for Non-Appropriation of Funds

- 8.47.1 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 Board of Supervisors appropriates funds for this Contract in the County's Budget for each such future fiscal year. In the event that funds are not appropriated for this Contract, then this Contract shall terminate as of June 30 of the last fiscal year for which funds were appropriated. The County shall notify the Contractor in writing of any such non-allocation of funds at the earliest possible date.

8.48 Validity

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

8.49 Waiver

- 8.49.1 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 Paragraph 8.49 (Waiver) shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.50 Warranty Against Contingent Fees

- 8.50.1 The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon any contract or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business.
- 8.50.2 For breach of this warranty, the County shall have the right to terminate this Contract and, at its sole discretion, deduct from the Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

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

- 8.51.1 Contractor acknowledges that County has established a goal of ensuring that all individuals and businesses that benefit financially from County through contracts are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.
- 8.51.2 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.

8.52 Termination for Breach of Warranty to Maintain Compliance with County's Defaulted Property Tax Reduction Program

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

8.53 Time Off for Voting

- 8.53.1 The Contractor shall notify its employees, and shall require each sub-contractor to notify and provide to its employees, information

regarding the time off for voting law (Elections Code Section 14000). Not less than ten calendar days before every statewide election, every Contractor and sub-contractors shall keep posted conspicuously at the place of work, if practicable, or elsewhere where it can be seen as employees come or go to their place of work, a notice setting forth the provisions of Section 14000.

8.54 Compliance with County's Zero Tolerance Policy on Human Trafficking

- 8.54.1 Contractor acknowledges that the County has established a Zero Tolerance Policy on Human Trafficking prohibiting Contractors from engaging in human trafficking.
- 8.54.2 If a Contractor or member of Contractor's staff is convicted of a human trafficking offense, the County shall require that the Contractor or member of Contractor's staff be removed immediately from providing Services under this Contract. County will not be under any obligation to disclose confidential information regarding the offenses other than those required by law.
- 8.54.3 Disqualification of any member of Contractor's staff pursuant to this Paragraph 8.54 (Compliance with County's Zero Tolerance Policy on Human Trafficking) shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

8.55 Intentionally Omitted

8.56 Compliance with Fair Chance Employment Practices

- 8.56.1 Contractor shall comply with fair chance employment hiring practices set forth in California Government Code Section 12952, Employment Discrimination: Conviction History. Contractor's violation of Paragraph 8.56 (Compliance with County's Zero Tolerance Policy on Human Trafficking) of this Contract, may constitute a material breach of this Contract. In the event of such material breach, County may, in its sole discretion, terminate this Contract.

8.57 Compliance with the County Policy of Equity

- 8.57.1 The Contractor acknowledges that the County takes its commitment to preserving the dignity and professionalism of the workplace very seriously, as set forth in the County Policy of Equity (CPOE) (<https://ceop.lacounty.gov/>). The Contractor further acknowledges that the County strives to provide a workplace free from discrimination, harassment, retaliation and inappropriate

conduct based on a protected characteristic, and which may violate the CPOE. The Contractor, its employees and sub-contractors acknowledge and certify receipt and understanding of the CPOE. Failure of the Contractor, its employees or its sub-contractors to uphold the County's expectations of a workplace free from harassment and discrimination, including inappropriate conduct based on a protected characteristic, may subject the Contractor to termination of contractual agreements as well as civil liability.

8.58 Prohibition from Participation in Future Solicitation(s)

8.58.1 A Proposer, or a Contractor or its subsidiary or subcontractor ("Proposer/Contractor"), is prohibited from submitting a bid or proposal in a County solicitation if the Proposer/Contractor has provided advice or consultation for the solicitation. A Proposer/Contractor is also prohibited from submitting a bid or proposal in a County solicitation if the Proposer/Contractor has developed or prepared any of the solicitation materials on behalf of the County. A violation of this provision shall result in the disqualification of the Contractor/Proposer from participation in the County solicitation or the termination or cancellation of any resultant County contract. This provision shall survive the expiration, or other termination of this Contract.

9.0 UNIQUE TERMS AND CONDITIONS

9.1 Intentionally Omitted

9.2 Intentionally Omitted

9.3 Intentionally Omitted

9.4 Patent, Copyright and Trade Secret Indemnification

9.4.1 The Contractor shall indemnify, hold harmless and defend County from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees, for or by reason of any actual or alleged infringement of any third party's patent or copyright, or any actual or alleged unauthorized trade secret disclosure, arising from or related to the operation and utilization of the Contractor's work under this Contract. County shall inform the Contractor as soon as practicable of any claim or action alleging such infringement or unauthorized disclosure, and shall support the Contractor's defense and settlement thereof.

9.5 Intentionally Omitted

9.6 Intentionally Omitted

9.7 LOCAL SMALL BUSINESS ENTERPRISE (LSBE) PREFERENCE PROGRAM

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

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

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

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

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

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

Business Affairs of this information prior to responding to a solicitation or accepting a contract award.

9.8 Social Enterprise (SE) Preference Program

- 9.8.1 This Contract is subject to the provisions of the County's ordinance entitled SE Preference Program, as codified in Chapter 2.205 of the Los Angeles County Code.
- 9.8.2 Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a SE.
- 9.8.3 Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a SE.
- 9.8.4 If Contractor has obtained County certification as a SE by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this Contract to which it would not otherwise have been entitled, Contractor shall:
 - a. 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;
 - b. In addition to the amount described in subdivision (a) above, the Contractor will be assessed a penalty in an amount of not more than ten percent of the amount of this Contract; and
 - c. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

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

9.9 DISABLED VETERAN BUSINESS ENTERPRISE (DVBE) PREFERENCE PROGRAM

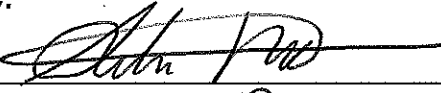
- 9.9.1 This Contract is subject to the provisions of the County's ordinance entitled DVBE Preference Program, as codified in Chapter 2.211 of the Los Angeles County Code.
- 9.9.2 Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a DVBE.
- 9.9.3 Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a DVBE.
- 9.9.4 If Contractor has obtained certification as a DVBE by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this Contract to which it would not otherwise have been entitled, Contractor shall:
- a. Pay to the County any difference between this Contract amount and what the County's costs would have been if this Contract had been properly awarded;
 - b. In addition to the amount described in subdivision (a) above, the Contractor will be assessed a penalty in an amount of not more than ten percent of the amount of this Contract; and
 - c. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

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

**CONTRACT
BY AND BETWEEN
COUNTY OF LOS ANGELES
AND
SECURITAS SECURITY SERVICES USA, INC.
FOR
AS-NEEDED SECURITY GUARD SERVICES**

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 Chair of said Board and attested by the Executive Officer-Clerk of the Board of Supervisors thereof, the day and year first above written.

**SECURITAS SECURITY SERVICES, USA
INC.**

By 
Silvia Portillo
Name
Area Vice President
Title

COUNTY OF LOS ANGELES

By _____
Chair, Board of Supervisors

ATTEST:

Celia Zavala, Executive Officer
of the Board of Supervisors

By _____

APPROVED AS TO FORM:

RODRIGO A. CASTRO-SILVA
County Counsel

By Approval on file
Michele Jackson
Principal Deputy County Counsel

EXHIBIT A

STATEMENT OF WORK

AS-NEEDED SECURITY GUARD SERVICES

**EXHIBIT A
STATEMENT OF WORK**

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EXHIBIT A STATEMENT OF WORK

1.0 SCOPE OF WORK

- 1.1 Contractor shall provide as-needed armed and unarmed security guard (Guard) services (Services) for the Department's Court Services Division. Contractor shall provide Services utilizing qualified, trained, and certified Guards 24 hours per day, seven days per week at County courthouses and specified Department facilities set forth in Attachment A1 (County Courthouses and other Sheriff's Facilities) to this Statement of Work (SOW).
- 1.2 The Department is responsible for providing security at courthouse entrances for all courthouses in the County. The smaller courthouses have one entrance, but some of the larger courthouses have two or more entrances that require Guards. Most County courthouses are at least partially staffed by Department armed security officers (Officers) and unarmed security assistants (Assistants). The Department does not, however, have sufficient numbers of Officers and Assistants to fill all Guard positions in the courthouses and other Department facilities, or to maintain a pool of Officers and Assistants for planned and unplanned vacancies. Contractor shall be required to provide Guards to fill the vacant positions. Planned vacancies occur when Officers and/or Assistants are on extended medical leave, military leave, and/or vacations. Unplanned absences include, but are not limited to, sick leave, emergency leave, training, and bereavement leave.
- 1.3 The number of County courthouses and other Department facilities requiring Services may change during the Term of the Contract based upon the Department's operational and organizational staffing requirements. Currently, the Department has 255 security positions, most of which are filled by Officers and Assistants. The County does not guarantee work for any minimum number of Contractor's Guards. The County's daily Service needs will vary based on the Department's vacancies and unplanned absences.
- 1.4 As the Department hires new Officers and Assistants to fill in the long-term vacant positions, the need for Contractor Guards may be reduced. Additionally, the County may close or open courthouses, which may also affect the level of Services. Contractor must therefore have the flexibility and capability to provide varying numbers of Guards on a daily basis, and on short notice. The Department is currently utilizing an average of 50 armed and unarmed contract Guards per day to cover planned and unplanned vacancies.

2.0 CONTRACTOR RESPONSIBILITIES

- 2.1 Contractor Guards shall provide building and parking Guard Services, as determined by the County Project Manager or designee. Here forward, all references to County Project Manager shall mean "County Project Manager or designee."
- 2.2 Contractor shall provide qualified, trained, and certified Guards and Guard supervisors (Supervisors) at County Courthouses listed in Attachment A1 (County Courthouses and Other Sheriff's Facilities) to this SOW, and in sufficient numbers to fill County's vacancies listed in Attachment A2 (County Security Staff Vacancy Levels and Contractor's Required Staffing) to this SOW, as amended from time to time. The qualifications for Contractor Guards and Supervisors may be found in Paragraph 3.0 (Contractor Guards and Supervisors, Qualifications) below, and elsewhere throughout this SOW. All such Guards and Supervisors must be approved by the County Project Manager prior to providing Services under the Contract.
- 2.3 Contractor shall at Contractor's sole expense, provide all working materials/documents including, but not limited to, forms, log sheets, and stationery needed by the Guards and Supervisors.
- 2.4 Contractor shall at Contractor's sole expense, provide all Guard uniforms, firearms, ammunition, equipment, and related accessories for use by all Contractor Guards and Supervisors, consistent with Department policies listed in Attachment A5 (Manual of Policy and Procedures, Uniform and Safety Equipment) to this SOW.
- 2.5 Contractor shall ensure that all Guard uniforms, firearms, ammunition, equipment and related accessories used by the Guards and Supervisors to provide Services under the Contract are kept clean and maintained according to manufacturer's standards. The County Project Manager may from time to time inspect such items to ensure they are in proper working order.
- 2.6 Contractor shall be responsible for making parking arrangements and paying the parking fees for Contractor Guards and Supervisors assigned to work at any of the County facilities. The County will not make any special parking arrangements for Contractor Guards and Supervisors.
- 2.7 Contractor shall be liable for any damage or injury resulting from the accidental discharge of a Contractor Guard's or Supervisor's firearm. In the event of an incident involving misuse of authority or violation of firearm regulations by Contractor Guards or Supervisors, the County Project Manager may proceed with an administrative investigation. Contractor shall

fully cooperate with County in such situation, including but not limited to, providing documentation requested by the County Project Manager and allowing Contractor Guards and Supervisors to be interviewed at a County facility.

- 2.8 In the event that a scheduled Guard is unable to report on time for a work shift, or is out ill for the day, Contractor shall advise the County Project Manager prior to the scheduled starting time. Contractor shall provide a substitute Guard within one hour of the scheduled work shift.
- 2.9 County will not reimburse Contractor for overtime when a substitute Guard or Supervisor is brought in from a non-County assignment to cover a County assignment under the Contract when the scheduled Contractor Guard is absent due to illness or other cause.
- 2.10 Contractor shall monitor the number of hours worked by each assigned Guard and Supervisor working 40 hours per-week for Contractor under the Contract to ensure that outside employment does not exceed 24 hours per-week. Failure to monitor outside employment requirements may result in County-imposed assessments against Contractor. If non-compliance persists, County may terminate or suspend the Contract at any time at its sole discretion.
- 2.11 Contractor shall monitor the number of hours worked by Guards and Supervisors who are engaged in full-time employment (40 hours per-week) by another employer, and who are employed by Contractor as a "second job" to ensure that such employees are limited to 24 hours per-week of work under the Contract.
- 2.12 Contractor shall comply with Labor Code Sections 1811 through 1815 regarding the payment of overtime for employees providing Services under the Contract. Contractor's continued non-compliance with the Labor Code shall be reported to the State Labor Commissioner.
- 2.13 Contractor shall pay overtime to full-time Guards and Supervisors assigned to County facilities for Services provided on County-recognized holidays. These employees shall be paid at 1.5 times the hourly billing rate (time and a half) specified in Exhibit B (Pricing Sheet) of Contract.

3.0 CONTRACTOR GUARDS AND SUPERVISORS, QUALIFICATIONS

- 3.1 Contractor Guards and Supervisors shall be employees of Contractor and thus directly employed by Contractor.
- 3.2 Contractor Guards and Supervisors shall be adults who are 18 years of age or older, fluent in both spoken and written English, and shall possess basic

English writing skills and computer knowledge for note taking and completing report forms. Guards and Supervisors shall also demonstrate the ability to communicate with the public and County employees, and demonstrate the ability to work independently and accept responsibility.

- 3.3 Contractor Guards and Supervisors shall have satisfactorily completed the State of California training requirements for security guards as listed by the Department of Consumer Affairs – Bureau of Security and Investigative Services, Article 9, Skills Training Course for Security Guards.
- 3.4 Contractor Guards and Supervisors must have a working knowledge of California Penal Code sections which are pertinent or applicable to the Services required and provided pursuant to the Contract (e.g., power of arrest, search and seizure, etc.).
- 3.5 Contractor Guards and Supervisors must maintain current certificates and licenses as specified in Paragraph 4.0 (Required Certificates and Licenses) of this SOW.
- 3.6 Contractor Guards and Supervisors shall be in good physical condition and capable of fulfilling all work requirements specified in this SOW and throughout the Contract. Also see Paragraph 12.0 (Physical Examination Requirements) of this SOW.
- 3.7 Guards and Supervisors shall possess knowledge of the following:
 - 3.7.1 Working knowledge of the assigned courthouse or other Department facility or Location.
 - 3.7.2 Procedures for reporting and/or correcting hazardous conditions: Report all safety hazards, malfunctioning equipment, liquid spills, and other such matters to the appropriate County Branch Supervisor or emergency agency.
- 3.8 All Guards, whether providing armed or unarmed Services under the Contract, shall be trained to properly maintain and safely handle firearms and batons.

4.0 REQUIRED CERTIFICATES AND LICENSES

- 4.1 Contractor Guards and Supervisors shall be registered and certified by the State of California, Bureau of Security and Investigative Services, and shall fulfill all other State and local license requirements.

- 4.2 All Contractor Guards and Supervisors providing Services under the Contract shall possess and maintain all of the following certificates and licenses:
- a. Certified copy of birth certificate;
 - b. High School diploma, or G.E.D., or equivalent;
 - c. Valid California Class "C" Driver's License or California Identification Card;
 - d. California Guard Registration Card (Guard Card);
 - e. California Fire Arms Qualification Card (armed Guards only);
 - f. License to carry oleoresin capicum spray;
 - g. Police Officer Standards and Training Certification in Side Handle, PR24 Baton or ASP (Collapsible Baton) Training;
 - h. First Aid Certificate; and
 - i. Cardiopulmonary Resuscitation Certificate sponsored or approved by the American Red Cross or American Heart Association.
- 4.3 Contractor shall provide to the County Project Manager copies of valid licenses and certificates for all Guards and Supervisors prior to beginning work under the Contract.
- 4.4 Contractor shall maintain employee files containing, in part, copies of all current certificates and licenses for Guards and Supervisors throughout the term of a Guard's or Supervisor's employment with Contractor. Contractor shall make such certificates and licenses available to County immediately upon request, at any time during the Term of the Contract.
- 4.5 Contractor Guards and Supervisors possessing documents issued outside the United States, must have them notarized to verify their validity (e.g. Paragraph 4.2(a) and 4.2(b) above).

5.0 CONTRACTOR'S OFFICE

- 5.1 Contractor shall maintain an office in the County with a telephone in the Contractor's name where Contractor conducts business. If Contractor maintains several offices in the County, it shall designate one office in the County as the main contact for County.

- 5.2 Contractor's office shall be staffed during the hours of 6:00 a.m. to 6:00 p.m.
- 5.3 Contractor shall respond 24 hours per-day, seven days per-week to all telephone calls which may be received from County Project Manager regarding the Contractor's performance of the Contract.
- 5.4 During office hours, Contractor shall respond to telephone calls from County Project Manager within 15 minutes of the call.
- 5.5 Contractor shall provide an answering service to receive after-hours (6:00 p.m. to 6:00 a.m.) calls. Contractor shall respond to telephone calls received by the answering service within two hours of receipt of call from County Project Manager.
- 5.6 Emergency Response Request
See Paragraph 8.0 (Contractor's Plan in Emergency Situations) of this SOW.

6.0 CONTRACTOR'S STAFFING PLAN

- 6.1 Contractor shall provide an initial staffing plan for each facility or Location pursuant to Attachment A1 (County Courthouses and Other Sheriff's Facilities) to this SOW, which shall be based on the Department's required staffing provided in Attachment A2 (County Security Staff Vacancy Levels and Contractor's Required Staffing) to this SOW. The initial staffing plan shall be provided in a form and format approved by County Project Manager and shall include name, employee number, classification, and hours for all proposed Contractor Guards who will fill in for planned and unplanned absences. Contractor shall provide the staffing plan to County Project Manager within ten Business Days after approval of Contract by the County Board of Supervisors.
- 6.2 As the Department's staff vacancy levels change due to the addition or deletion of facilities during the Term of the Contract, the County Project Manager will provide Contractor with a revised Attachment A2 (County Security Staff Vacancy Levels and Contract's Required Staffing) to this SOW. Attachment A2 will be revised and documented using the Change Notice process stated in Paragraph 8.1 (Change Notices and Amendments) of the Contract.

The County shall have the right to add or delete facilities, Locations, and/or courthouses to the list set forth in Attachment A1 (County Courthouses and Other Sheriff's Facilities) to this SOW, during the Term of the Contract. The addition or deletion of courthouses will be based, in part, on the required staffing and policies of the court. In the event that facilities,

Locations, and/or courthouses must be added or deleted, County will give Contractor at least five Business Days' advance written notice.

- 6.3 Upon receipt of a revised Attachment A2 (County Security Staff Vacancy Levels and Contract's Required Staffing) to this SOW, from County, Contractor shall provide County Project Manager and County Branch Supervisor, with a revised written staffing plan within 24 hours. Contractor Project Manager shall meet with County Project Manager to develop changes to the staffing plan.
- 6.4 Contractor's request to replace a Guard or move a Guard to another Post must be submitted in writing to County Project Manager prior to making a change. Under no circumstance shall Contractor effect such change without written approval from County Project Manager. Contractor shall provide County Project Manager and County Branch Supervisor, with a revised written staffing and work plan for each change within 24 hours effecting such change.

7.0 CONTRACTOR'S RELIEF FOR PLANNED AND UNPLANNED ABSENCES OF COUNTY SECURITY OFFICER AND ASSISTANT

- 7.1 Contractor shall provide qualified, trained, and certified Guards to fill in for planned and unplanned absences of Department Officers and Assistants.

7.1.1 Planned County Absences

When an Officer or Assistant is scheduled for vacation, extended sick leave, or other leave of absence, the County Project Manager and/or the County Branch Supervisor, will provide Contractor at least 24 hours written notice via email to provide a Guard replacement. Contractor shall respond to planned absence requests within 12 hours of notification by County. Contractor shall notify County Project Manager and the County Branch Supervisor via e-mail with the status of all requests for coverage.

7.1.2 Unplanned County Absences

When an Officer or Assistant is absent due to an unplanned short-term leave, the County will notify Contractor of the need for relief Guards as soon as such absence becomes known. Contractor shall ensure a Guard reports to the requested location within two hours of notification. Contractor shall notify County Project Manager and the County Branch Supervisor via e-mail with the status of all requests for coverage.

- 7.2. In the event the Department needs to cancel a Service request, a

notification will be provided to Contractor not less than two hours prior to the start time. If the Department is unable to provide timely notification, the Guard will be authorized to provide coverage for up to four hours only.

8.0 CONTRACTOR'S PLAN IN EMERGENCY SITUATIONS

- 8.1 In the event of an emergency situation, Contractor shall continue to provide Services under the Contract. Contractor Project Manager and County Project Manager will develop an Emergency Response Plan to ensure that Contractor is notified of the emergency and that Contractor will continue to provide Services. The Emergency Response Plan shall be provided in a form and format approved by County Project Manager.
- 8.2 For purposes of this Paragraph 8.0, an "emergency situation" includes, but is not limited to, fires, floods, earthquakes, civil disturbances, jail/courthouse riots, and other disasters.
- 8.3 County Project Manager, in his/her sole discretion, will determine if a particular situation constitutes an emergency situation as specified in this Paragraph 8.0 (Contractor's Plan in Emergency Situations). Contractor shall provide adequate staffing to ensure continued Services to the extent determined by County Project Manager.
- 8.4 Upon County Project Manager's notification to Contractor of an emergency response request, Contractor shall immediately respond to County Project Manager in the manner set forth in Contractor's Emergency Response Plan regardless of day or time that the call is received by Contractor pursuant to this Paragraph 8.0 (Contractor's Plan in Emergency Situations).
- 8.5 Should any emergency situation require performance of Services beyond the capability of the Contractor, the County may obtain supplemental Services from Department personnel or other Service providers. Such supplemental Services obtained by the Department shall not constitute a breach of the Contract by the County.

9.0 CONTRACTOR SUPERVISOR DUTIES

Contractor Guards shall be supervised by Contractor's supervisory staff. Contractor shall employ at least one Supervisor on each work shift for all Locations, plus an additional Supervisor if more than 20 Guards are assigned to a work shift. Contractor's Supervisors are expected to travel to their assigned facilities on a regular basis to provide mentoring and supervision of subordinates. Contractor's Supervisors shall:

- 9.1 provide direction and instruction to Guards by making daily rounds of assigned County facilities and observing Guards performing work under the Contract;

- 9.2 immediately respond to on-site emergencies, providing as-needed support;
- 9.3 provide training to Guards and ensure that each Guard fully understands the duties and Services to be provided under the Contract, prior to the Guard providing Services under the Contract;
- 9.4 be available to conduct inspections and respond to questions posed by Guards at all times during the assigned work shift;
- 9.5 provide technical and administrative advice to Guards as appropriate;
- 9.6 ensure that assigned Guard coverage is appropriate and sufficient to meet the County's requirements under the Contract;
- 9.7 inform subordinates of any deviations from acceptable practices and procedures, instruct Guards on the proper methods and procedures, and explain conditions when deviations are permissible;
- 9.8 respond to requests from Guards for assistance;
- 9.9 update and explain procedures to Guards assigned to fixed Posts;
- 9.10 have a thorough knowledge of radio usage and codes, and train Guards in these areas;
- 9.11 conduct investigations and prepare reports as appropriate;
- 9.12 be required to drive a Contractor-provided motor vehicle to the different assigned Locations;
- 9.13 be in full uniform at all times, including uniform jacket when appropriate;
- 9.14 sign-in and sign-out for all County-furnished equipment (see Paragraph 28.0 (County-Furnished Equipment) of this SOW) when reporting for duty and after work shift with the County Branch Supervisor; and
- 9.15 perform scheduled inspections of Guards, and document the findings in Attachment A9 (Performance Inspection Report) to this SOW as further discussed in Paragraph 22.2.1 (Review of Inspection Reports) of this SOW.

10.0 CONTRACTOR GUARD DUTIES

Guards shall perform the following duties, including, but not be limited to:

- 10.1 screening all County employees, court employees, clients, visitors and/or other members of the public at each designated entrance to County courthouses and Department-specified facilities set forth in Attachment A1 (County Courthouses and Other Sheriff's Facilities) to this SOW. Contractor Guards shall safeguard County and court property against fire, theft, vandalism, and illegal entry, and also provide information and assistance to the public;
- 10.2 signing-in and signing-out each day with County Branch Supervisor;
 - 10.2.1 A Department sign-in/sign-out sheet will be located at each Post. Guards shall report to work on time and remain on assigned duties until relieved.
 - 10.2.2 Guards shall sign-in and sign-out for all County-furnished equipment as stated in Paragraph 28.0 (County-Furnished Equipment) of this SOW when reporting for duty and after end of work shift with the County Branch Supervisor.
- 10.3 operating firearm screening equipment, including x-ray machine and magnetometers, both screen-operated and hand-held;
- 10.4 covering an assignment at a fixed Post, or patrol an area, facility, or Location for the purpose of detecting and preventing individuals or groups from committing acts which are injurious to other individuals or to property;
- 10.5 detaining individuals for further investigation, or arrest where circumstances and conditions warrant such action;
- 10.6 intervening when necessary to stop injurious acts, conduct searches for firearms and contraband, and provide details on individuals for investigations, detentions, and arrests;
- 10.7 visually screening packages and parcels carried into County facilities;
- 10.8 investigating questionable acts or behavior observed or reported on County property and question witnesses and suspects to ascertain or verify facts;
- 10.9 answering questions and providing as-needed escort services to members of the public;

- 10.10 verifying the security of safes and areas where equipment or items of value are stored;
- 10.11 locking and unlocking gates and doors as directed;
- 10.12 reducing or turning off facility lights and close window coverings, as directed;
- 10.13 ensuring that only authorized personnel are permitted access to closed or restricted facilities by visually inspecting persons for proper identification and requiring each person to sign-in and sign-out of facility. Unauthorized or unidentified individuals will be detained;
- 10.14 raising and lowering flags at designated times;
- 10.15 responding to reports of ill or injured visitors, patrons, or employees, rendering first aid, and notifying County Branch Supervisor if further assistance is necessary or desirable;
- 10.16 relaying reports of bomb threats immediately to County Branch Supervisor, and participating in bomb searches organized by the Department or other law enforcement agency personnel;
- 10.17 responding to scene of locally activated fire, burglary, or other alarms, evaluating the situation, and taking appropriate action;
- 10.18 monitoring alarm systems and electronic surveillance equipment;
- 10.19 reporting all incidents of an emergent nature that may involve potential damage or injury to any individual within the facility, including:
 - 10.19.1 notifying Contractor Supervisor immediately;
 - 10.19.2 completing a full written report of the incident and submitting to County Branch Supervisor by the end of the work shift as specified in Paragraph 25.3 (Reporting Requirements) of this SOW; and
 - 10.19.3 if during after hours, immediately requesting appropriate emergency aid from local fire or police.
- 10.20 reporting any lost or stolen County-furnished equipment immediately to the County Branch Supervisor, with a full written report of the incident. Information shall include a description of the missing item, its serial number, the date of incident, and the name of the Guard assigned to the Post;

- 10.21 patrolling interior and exterior perimeter of the facility or Location, as required;
- 10.22 monitoring parking as directed by the County Branch Supervisor;
- 10.23 submitting an incident report to County Branch Supervisor and the County Project Manager within one hour of incident for any damage or injury resulting from the accidental discharge of Guard's firearm;
- 10.24 reporting the loss, theft, or misuse of any firearm, baton, Sam/Sally Browne belt, or ammunition to County Branch Supervisor and County Project Manager immediately; and
- 10.25 reporting any lost or stolen Contractor-owned or County-owned equipment to the County Branch Supervisor and Contractor Supervisor through a written memorandum or by completing an incident report as soon as possible. The written documentation must include a description of the missing item, serial number, date of incident, and Contractor Guards and Department Officers and Assistants assigned to the Post. The County Branch Supervisor will forward the written documentation to the County Project Manager.

11.0 CONTRACTOR GUARD AND SUPERVISOR GENERAL PERFORMANCE

- 11.1 All Guards and Supervisors shall adhere to the Statement on Workplace Equality, as described in Attachment A3 (Statement on Workplace Equality) to this SOW.
- 11.2 Guards and Supervisors shall adhere to, and comply with the same duties and conduct required of Assistants and Officers, as set forth in Attachment A4 (Civil Procedures – Security Duties and Conduct) to this SOW.
- 11.3 All Guards and Supervisors shall:
 - 11.3.1 be punctual, remain awake, alert, and attentive during their work shifts, without exception;
 - 11.3.2 be attired in full uniform as specified in Paragraph 13.0 (Contractor-Furnished Uniforms) of this SOW, including black shoes, ties and badges at all times. During summer months, ties may be optional at the sole discretion of the County;
 - 11.3.3 present a businesslike demeanor at all times;
 - 11.3.4 maintain their Post desk in a neat and presentable manner;

- 11.3.5 be able to read, write, and speak English, prepare clear and concise reports, remember facts and details concerning specific situations, and communicate effectively with the general public;
- 11.3.6 have a good working knowledge of self-defense and public restraint procedures;
- 11.3.7 react quickly and take command of emergency situations, and use sound judgment and discretion in handling unruly or trespassing members of the public;
- 11.3.8 follow all Federal, State and local laws that apply to the provision of Guard Services, particularly those dealing with arrest, licensing, training, and certifications as set forth in California Penal Code sections 830.1 through 854; and
- 11.3.9 follow all Department's rules and regulations.

11.4 Prohibitions

All Guards and Supervisors are prohibited from:

- 11.4.1 eating, reading, or using personal radios, cell phones, televisions, any kind of electronic entertainment devices, computer disk, or tape players at their Posts at any time;
- 11.4.2 removing or borrowing County materials or equipment, or items owned by County employees. Such materials, equipment, or items include, but are not limited to, radios, heaters, fans, etc.;
- 11.4.3 leaving their assigned Posts until properly relieved;
- 11.4.4 using any County telephones except for the purpose of making or receiving calls to or from their Supervisors or County representatives;
- 11.4.5 bringing visitors, unauthorized firearms, or contraband into any County facility or Location;
- 11.4.6 storing any firearms, including firearm accessory, baton, ammunition, or Sam/Sally Browne belt at any County facility or Location where Services under the Contract are being provided. The County shall not be responsible for storage of Contractor's firearms at any County facility or Location;

- 11.4.7 removing firearms, batons, Sam/Sally Browne belts from their persons or leaving such items unattended at any County facility or Location, unless under extreme emergency or in a life threatening situation. Any loss shall be immediately reported to the Supervisor or superior, as the case may be;
- 11.4.8 utilizing firearms and batons as a measure of threat or intimidation;
- 11.4.9 removing and cleaning firearms at any County facility or Location at any time;
- 11.4.10 possessing unauthorized firearms, holsters, and ammunition while providing Services at any County facility or Location, at any time; and
- 11.4.11 excessively socializing with the public, County employees, or other Contractor employees while providing Services under the Contract, as determined solely by the County Branch Supervisor.

12.0 PHYSICAL EXAMINATION REQUIREMENTS

Contractor Guards and Supervisors assigned to provide Guard Services under the Contract must have the physical capability to perform all of the duties specified in this SOW.

- 12.1 Prior to commencing work under the Contract, Contractor shall ensure that each Guard and Supervisor undergoes an initial physical examination performed by a licensed medical examiner. Contractor shall provide a "fit-for-duty" statement to the County Project Manager no later than three Business Days prior to a Guard or Supervisor beginning work under the Contract.
- 12.2 Following the initial physical exam, all Contractor Guards and Supervisors shall undergo physical exams annually thereafter. Results of these examinations shall be maintained by Contractor in each respective Guard's and Supervisor's personnel file.
- 12.3 If the County Project Manager determines that a Contractor Guard's or Supervisor's physical condition appears to be questionable, the County Project Manager may require Contractor to: (1) provide a current medical certification that Contractor warrants that the Guard or Supervisor is fit for duty, and/or (2) dismiss the Guard or Supervisor from providing work under the Contract.

13.0 CONTRACTOR-FURNISHED UNIFORMS

13.1 Contractor shall furnish and provide uniforms for all Guards and Supervisors providing Services under the Contract. The uniforms must be the same for all assigned Guards and Supervisors.

13.2 The uniform shall consist of the following attire:

- a. Trousers – Navy Blue or Black;
- b. Shirt/Blouse – White, Gray, Navy Blue or Black;
- c. Jacket – Navy Blue, Black, or Gray (Jacket Optional);
- d. Belt – Solid Black, Basket Weave;
- e. Tie – Black (per County Project Manager request);
- f. Tie Bar (per County Project Manager request);
- g. Socks – (Solid Black or Navy Blue);
- h. Shoes – Solid Black, Leather, and Military Type (low laced, plain-toed oxfords, with smooth finish);
- i. Shoulder Patches, as required by Assembly Bill 1582, on both arms of uniform shirt/blouse and jacket;
- j. Rain Gear (as-needed);
- k. Name Tags; and
- l. Photo ID with name, to be in the immediate possession of Guard or Supervisor, and not visibly worn while on duty.

13.3 Contractor shall obtain written approval for the uniform and other related attire from the County Project Manager prior to beginning work under the Contract.

13.4 Contractor staff shall keep uniforms clean and neatly pressed.

14.0 CONTRACTOR-FURNISHED EQUIPMENT AND ACCESSORIES

14.1 Contractor shall furnish and provide all Guards and Supervisors with the following minimum equipment/accessories:

- a. Sam/Sally Browne (gun belt);
- b. Handcuff case;
- c. Four keepers;
- d. Key snap;
- e. One heavy-duty 3-cell flashlight approved by County Project Manager;
- f. One set of handcuffs plus key;
- g. Badge;
- h. PR 24 baton or the ASP (24" or 26") expandable straight stick;
- i. Pepper spray (10% solution of oleoresin capsicum in a 1.47 oz. container and carried in holster);
- j. Firearm (armed Guards);
- k. Firearm holster (armed Guards);
- l. Ammo pouch (armed Guards); and
- m. Ammunition (armed Guards).

14.2 Firearms

14.2.1 Armed Guards shall be limited to possessing one of the following authorized firearms:

- a. 9 mm, semi-automatic
 - 1. Beretta;
 - 2. Glock; or
 - 3. Smith & Wesson.

b. .38 Special or .357 magnum caliber, double revolver

1. Colt;
2. Smith & Wesson; or
3. Sturm Ruger.

14.2.2 All Contractor-furnished firearms must be registered to either the Contractor, Guard, or Supervisor.

14.2.3 All armed Guards and Supervisors must qualify with their firearm every four months. Contractor shall be responsible for maintaining a file for tracking this information.

14.2.4 Firearms used by Contractor employees shall be subject to inspection by sworn County personnel at any time.

14.2.5 Contractor shall maintain a current firearms list, which shall include the manufacturer, model, and serial number of the firearms used by Contractor's armed Guards and Supervisors. The firearms list shall be provided to the County Project Manager immediately upon request.

14.2.6 Contractor shall be responsible for keeping the firearms list current, adding and deleting Guards and Supervisors, and noting other changes as appropriate. Contractor shall provide the County Project Manager with updated lists immediately upon request.

14.2.7 Contractor shall provide a completed firearms check-off list to County Project Manager when a new armed Guard or Supervisor begins work under the Contract. The completed check-off list shall include all required firearm information (e.g. gun make, model, serial number, and registered owner's name). Contractor shall ensure all required firearms documentation is maintained in each Guard or Supervisor employee file.

14.2.8 The County Project Manager will review and verify the firearms check-off list file on at least an annual basis during the Term of the Contract to ensure that the list is current and accurate.

14.3 Holsters, Firearms

14.3.1 Holsters shall be specifically shaped to fit the firearm carried.

14.3.2 Holsters shall be securely riveted, stitched, or bolted to the holster shank/belt loop.

14.3.3 Holsters shall fully cover the firearm's trigger guard opening when the firearm is holstered.

14.3.4 Clamshell, automatic, or trick holsters of any kind are prohibited.

14.4 Ammunition

14.4.1 Contractor shall furnish and provide, as applicable, the following authorized ammunition:

- a. 9mm Luger;
- b. 9mm Parabellum;
- c. .38 Special (.357 Magnum ammunition is specifically not authorized for use on-duty).

Explosive, incendiary, tracer, or metal piercing ammunition shall not be used. Alterations to factory ammunition and/or any projectile developing a velocity in excess of 1,500 feet per second shall not be permitted.

14.4.2 All ammunition shall be factory loaded.

14.4.3 Each armed Guard shall carry a minimum of 12 additional rounds for the firearm, in addition to the six loaded.

14.4.4 Contractor shall replace all issued ammunition annually each January with new ammunition of the same type in accordance with Paragraph 14.4.1 above.

14.4.5 All Contractor-issued ammunition shall be approved by the Department's Range staff. The County Project Manager will schedule an inspection of the Contractor's ammunition with the Department's Weapons Training Unit.

14.4.6 Ammunition used by Contractor employees shall be subject to inspection by sworn County personnel at any time.

14.5 Contractor shall be responsible for the maintenance of all equipment/accessories listed in Paragraph 14.1 of this SOW.

15.0 CONTRACTOR-FURNISED VEHICLES

15.1 Contractor shall provide vehicles for use by its Supervisors for the sole

purpose of conducting routine inspections of Guard performance at the various Locations listed in Attachment A1 (County Courthouses and Other Sheriff's Facilities) to this SOW.

- 15.2 Contractor shall also provide vehicles to a limited number of Guards who may be required to use vehicles to perform their assigned duties, as approved by County Project Manager.
- 15.3 Contractor's vehicles shall be clearly identified, and must be well maintained and kept clean at all times.
- 15.4 Contractor-furnished vehicles shall at a minimum:
 - 15.4.1 satisfy all road safety standards as defined by California Vehicle Code or Department of Motor Vehicles;
 - 15.4.2 be less than five years old;
 - 15.4.3 be in good condition/repair with no visible damage;
 - 15.4.4 be properly marked with company name and logo;
 - 15.4.5 operate with tires in good condition at all times;
 - 15.4.6 be suitable for parking lot patrol;
 - 15.4.7 be equipped with a first aid kit;
 - 15.4.8 be equipped with a 5 lb. ABC type fire extinguisher;
 - 15.4.9 be equipped with a hand-held or vehicle spotlight;
 - 15.4.10 be equipped with traffic cones;
 - 15.4.11 be equipped with flares; and
 - 15.4.12 be equipped with yellow scene management (banner guard type) tape.
- 15.5 Contractor shall maintain, and provide upon request by County Project Manager a current vehicle list, including description (e.g., make, model, and color), license plate numbers, and vehicle identification numbers of all Contractor-owned vehicles used by Guards and Supervisors providing Services under the Contract.

- 15.6 County Project Manager may conduct periodic inspections of all Contractor-owned vehicles used to provide Services under the Contract.

16.0 HOURS AND DAYS OF OPERATION

- 16.1 Contractor shall provide as-needed Services on a 24-hour, seven-days-per-week basis. Work hours and days for all Guards and Supervisors will vary by County courthouse and/or Department-specified facility or Location. Department's Guard staffing needs are provided in Attachment A2 (County Security Staff Vacancy Levels and Contractor's Required Staffing) to this SOW. The number of Guards is subject to change depending on the needs of the Department.
- 16.2 Contractor shall be responsible for the deployment of all Guards and Supervisors. Contractor work shifts and staff deployment must be approved by the County Project Manager prior to Contractor beginning work under the Contract. Supervisors are scheduled at the discretion of Contractor.

17.0 COUNTY-RECOGNIZED HOLIDAYS

- 17.1 Generally, Contractor shall not be required to provide Services on County and/or Court-recognized holidays. In certain specific situations when Guards are required to provide 24-hour, seven-days-per-week coverage, Contractor shall provide Services on County and/or Court-recognized holidays.
- 17.2 If Services are required on County and/or Court-recognized holidays, then Contractor shall be paid for providing Services in accordance with Paragraph 2.13 (Contractor Responsibilities) of this SOW.
- 17.3 County and/or Court-recognized holiday dates will vary from year to year. County Project Manager will provide Contractor with a list of County and/or Court-recognized holidays for each calendar year, annually.

18.0 TRAINING

- 18.1 Contractor shall provide training to all Guards and Supervisors assigned to provide Services under the Contract at Contractor's sole expense.
- 18.2 Training must focus on and relate directly to the work requirements outlined throughout this SOW. Training shall comply with Paragraph 3.3 (Contractor Guards and Supervisors, Qualifications) of this SOW.
- 18.3 All Guard and Supervisor training must be completed prior to a Guard or Supervisor beginning work under the Contract.

- 18.4 All required training certifications shall be validated, documented, and maintained in the Guard's or Supervisor's employee file in accordance with Paragraph 4.0 (Required Certificates and Licenses) of this SOW.
- 18.5 Contractor shall submit to the County Project Manager a detailed training plan for its Guards and Supervisors, not less than ten Business Days from the effective date of the Contract. Such training plan shall include a description of the training, the number of classroom hours required, and training dates if scheduled.
- 18.6 Contractor shall submit a list of the training programs completed by all Contractor Guards and Supervisors identified to work under the Contract within 30 calendar days from the effective date of the Contract. Such list shall also include a schedule of ongoing training and future training requirements for Guards and Supervisors.
- 18.7 For each Guard and/or Supervisor that is replaced or terminated, Contractor shall provide a revised training list to County Project Manager within five Business Days of effecting such change.
- 18.8 Contractor shall ensure that all firearms training is in compliance with the Security Guard Training Regulation prescribed by the California Department of Consumer Affairs. Such training is required for all armed Guards and all Supervisors, whether assigned to an armed or unarmed position.
- 18.9 Court Services Training Unit will facilitate bi-annual orientation for all Contractor Guards and Supervisors. County Project Manager will determine the date, time, and location of said orientations. Contractor shall compensate Guards and Supervisors for attending the orientation at the hourly billing rates specified in Exhibit B (Pricing Schedule) of the Contract. Contractor shall backfill staffing for all Guards and Supervisors attending the orientation. This orientation may cover any changes in weapons screening procedures and reviews of existing Department policies and procedures.
- 18.10 Contractor shall ensure that all Contractor Guards and Supervisors assigned to provide Services under the Contract are provided with a copy of Attachment A3 (Statement on Workplace Equality) and Attachment A4 (Civil Procedures – Security Duties and Conduct) to this SOW.
- 18.10.1 Prior to a Guard or Supervisor beginning work under the Contract, Contractor shall obtain a signed copy of Attachment A6 (Acknowledgement of Receipt) to this SOW, signed by each Guard or Supervisor.

- 18.10.2 Contractor shall maintain a copy of such Acknowledgement of Receipt in Contractor Guard's or Supervisor's employee file. The original signed Acknowledgement of Receipt shall be sent to the County Project Manager along with the Contractor employee file.
- 18.11 Contractor shall be responsible for maintaining an employee file for each Contractor employee assigned to provide Services under the Contract. Each employee file shall contain the following information and documentation:
- a. Brief biographical sketch of the Guard or Supervisor;
 - b. Completed pre-background investigation records;
 - c. Copies of current Guard cards, licenses, and certifications;
 - d. Training received from Contractor and dates of completion; and
 - e. Copy of Acknowledgement of Receipt, (see Paragraph 18.9.1, above) signed by Contractor's employee.
- 18.12 The County Project Manager shall, in his/her sole discretion, have the right at any time, to audit training classes and inspect any employee training record or employee file, to verify that Contractor is in compliance with Contract requirements.

19.0 BACKGROUND INVESTIGATIONS

- 19.1 Each of Contractor's Guards and Supervisors shall be required to undergo and pass a background check in accordance with Paragraph 7.5 (Background and Security Investigations) of the Contract.
- 19.2 As part of the background check, Contractor shall provide pre-background investigation results and documentation to the County Project Manager for approval prior to assignment of any Contractor Guard or Supervisor to provide Services under the Contract. The pre-background investigation shall include the following information:
- a. Verification of employee's residence;
 - b. Verification of employee's phone number;
 - c. Verification of employee's California Driver's License or California State Identification; and
 - d. Verification of vehicle license plate number.

- 19.3 Contractor Guards and Supervisors may be provisionally approved pending results of the pre-background investigation if, at County Project Manager's discretion, all standards have been satisfied.
- 19.4 The pre-background investigation process is subject to change at any time, at the discretion of the County.
- 19.5 Notwithstanding the above, all Contractor's Guards and Supervisors shall undergo and pass a background investigation to the satisfaction of County as a condition of beginning and/or continuing to provide Services in accordance with Paragraph 7.5 (Background and Security Investigations) of the Contract.

20.0 REPLACEMENT OF CONTRACTOR GUARDS AND SUPERVISORS

- 20.1 The County Project Manager may, at his/her sole discretion and without stating the cause, direct Contractor to replace any Guard or Supervisor within two hours of such notice. Contractor shall remove such Guard or Supervisor from his/her Post or assignment upon arrival of a replacement Guard or Supervisor, unless directed to remove employee sooner.
- 20.2 Contractor shall not reassign replaced Guards or Supervisors to any other County facility or Location under the Contract without the advance written consent of the County Project Manager.

21.0 QUALITY CONTROL

- 21.1 Contractor shall establish and maintain a comprehensive Quality Control Plan to ensure the County receives a consistently high level of Service throughout the Term of the Contract that meets or exceeds all work requirements.
- 21.2 The Quality Control Plan shall be submitted to the County Project Manager for review at least ten Business Days prior to Contractor beginning work under the Contract. In the event that the requirements and/or policies and procedures change during the Term of the Contract, Contractor shall update the Quality Control Plan, and submit such updated Quality Control Plan to the County Project Manager.
- 21.3 The Quality Control Plan shall include, but is not limited to, the following:
- a. Method of monitoring to ensure that all of the Contract requirements are being met (the monitoring system must specify methods for identifying and preventing deficiencies in the quality of Services provided before the level of performance becomes unacceptable);

- b. Specific activities to be monitored either on a scheduled or unscheduled basis;
 - c. Methods of monitoring to verify authenticity of reports, and ensure quality of Services;
 - d. Frequency of monitoring;
 - e. Samples of forms to be used in monitoring;
 - f. Job title and level of Guards performing monitoring functions; and
 - g. Methods for ensuring that Services will continue in the event of a strike of Contractor's employees.
- 21.4 Contractor shall provide the Department with Contractor's written policy and procedures regarding the licensing, certification, training and work requirements for Guards and Supervisors assigned to provide Services under the Contract within ten Business Days of the effective date of the Contract.
- 21.5 Contractor shall have an ongoing system of quality control and self-improvement. Contractor shall keep quality control records of all inspections conducted by Contractor. These records shall include, but are not limited to;
- a. time a problem was first identified;
 - b. clear description of the problem;
 - c. corrective action taken; and
 - d. the time elapsed between identification and completed corrective action.

22.0 QUALITY ASSURANCE PLAN

County will evaluate Contractor's performance under the Contract on at least an annual basis using the quality assurance procedures as defined in Paragraph 8.15 (County's Quality Assurance Plan) of the Contract.

22.1 Performance Evaluation Meetings

- 22.1.1 County and Contractor shall meet at least quarterly, and more frequently if deemed necessary, to discuss status of the Contract, new or on-going problems, and other issues. In the event that the

County Project Manager issues a Contract Discrepancy Report, then the meeting will be scheduled within five Business Days of issuance or at the discretion of the County Project Manager.

- 22.1.2 Contractor's failure to attend any such scheduled meeting may cause County to invoke County's right to terminate the Contract for systematic, deliberate misrepresentation, or unacceptable levels of performance as specified in Paragraph 8.43 (Termination for Default) of the Contract.

22.2 Review of Inspection Reports

- 22.2.1 Contractor shall, on a monthly basis, and not later than the 15th of each month for the prior calendar month Service period, submit to County Project Manager, Contractor's Supervisors' scheduled Guard performance inspection reports, attached hereto as Attachment A9 (Performance Inspection Report) to this SOW. The reports shall include date of inspection, problem(s) identified, and corrective action taken. County Project Manager will review all records to ensure that County's requirements set forth in the Contract are being met.
- 22.2.2 In addition, Contractor Guard cards and firearm registrations may be inspected randomly as requested by County Project Manager. During the inspection, the County Branch Supervisor will verify the Guard's required documentation and submit findings on Attachment A10 (Contract Guard Inspection Report) to this SOW. The report shall be submitted to County Project Manager upon completion of inspection.
- 22.2.3 Contractor shall submit a log that lists all Locations that the Supervisor visited during a shift and all inspection reports completed. This log shall be submitted to the County Project Manager on a monthly basis and not later than the 15th of each month for the prior calendar month Service period. Contractor and County shall mutually agree on the format of this log within three Business Days prior to beginning work on the Contract.

23.0 CONTRACT DISCREPANCY REPORT

- 23.1 Verbal notification of a Contract discrepancy will be made to the Contractor Project Manager as soon as possible whenever a Contract discrepancy is identified by the County. The problem shall be resolved within a time period mutually agreed upon by County and Contractor.
- 23.2 County Project Manager will determine whether a formal Contract Discrepancy Report will be issued (see Attachment A7 (Contract Discrepancy Report) to this SOW).

- 23.3 Upon Contractor's receipt of a Contract Discrepancy Report, Contractor is required to respond in writing to County Project Manager within five Business Days, acknowledging the reported discrepancies or presenting contrary evidence. Contractor must submit its Corrective Action Plan to correct the deficiency(s) identified in the Contract Discrepancy Report to the County Project Manager within ten Business Days.

24.0 PERFORMANCE REQUIREMENTS SUMMARY (PRS)

- 24.1 The list of Services used in Attachment A8 (Performance Requirements Summary Chart) to this SOW is intended to be completely consistent with the Contract and the SOW, and is not meant in any case to create, extend, revise, or expand any obligation of the Contractor beyond that which is defined in the Contract and this SOW. In any case of apparent inconsistency between the Services as stated in the Contract, this SOW, or the PRS, the meaning apparent in the Contract and the SOW will prevail. If any Service listed in the PRS is not clearly and forthrightly set forth in the Contract and this SOW, that apparent Service will be null and void, and shall place no requirement on Contractor.
- 24.2 When the Contractor's performance does not conform to the requirements of the Contract, the County will have the option to apply the following non-performance remedies:
- 24.2.1 Provide Contractor with Attachment A7 (Contract Discrepancy Report) to this SOW.
 - 24.2.2 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.
 - 24.2.3 Reduce payment to Contractor by a computed amount based on the fee(s) listed in Attachment A8 (Performance Requirements Summary Chart) to this SOW.
 - 24.2.4 Reduce, suspend, or cancel the Contract for systematic, deliberate misrepresentations, or unacceptable levels of performance.
 - 24.2.5 Require Contractor to comply with or satisfy the request(s) for improvement of performance, or perform the neglected work, as the case may be within ten Business Days. Contractor's failure to remedy the deficiency(s) shall constitute authorization for the County to have the Service(s) provided by others. The entire cost of such work

provided by others as a consequence of the Contractor's failure to perform, as determined by the County, shall be credited to the County on the Contractor's future invoice.

This Paragraph 24.0 (Performance Requirements Summary (PRS)) does not preclude the County's right to terminate the Contract upon ten Business Days' written notice, with or without cause, as provided for in Paragraph 8.42 (Termination for Convenience) of the Contract.

25.0 REPORTING REQUIREMENTS

- 25.1 Contractor shall maintain monthly performance inspection reports for each Location, as prepared by Supervisors pursuant to Paragraph 22.2.1 above. Such monthly performance inspection reports shall state whether Contractor Guards are in compliance with the terms and conditions of the Contract, whether any violations were found, and corrective action taken. These monthly performance inspection reports shall be submitted to the County Project Manager on or before the 15th of each month for the prior calendar month Service period.
- 25.2 Contractor shall maintain a daily log sheet at each Post. Guards shall sign-in upon arrival at Post and sign-out at the end of each shift. Supervisors shall also sign-in and sign-out at each facility or Location when conducting inspections, per Paragraph 9.15 (Contractor Supervisor Duties) of this SOW. In addition, Guards shall note the time and briefly describe events that have taken place each day, such as theft, fire, unauthorized entry to secured areas, property damage, bodily injury, etc. These daily logs shall be attached to the monthly invoices for payment, which shall be submitted in accordance with Paragraph 5.5 (Invoices and Payments) of the Contract.
- 25.3 All Guards shall immediately report any incidents involving discharge of firearms, bodily injury, fire, theft, and other incidents that involve fire, law enforcement and health authorities to the County Branch Supervisor. All Guards shall immediately follow up on these verbal incident reports by preparing written reports describing the incidents in detail, and submitting them to the County Branch Supervisor and the County Project Manager before the end of the Guard's shift.
- 25.4 Contractor Supervisors shall maintain monthly performance inspection reports, daily log sheets, and incident reports. Contractor shall submit these reports to the County Project Manager on or before the 15th of each month for the prior calendar month service period.

26.0 TRANSITION PERIOD

- 26.1 In order to ensure continuous as-needed Services for County, Contractor shall work concurrently under the Contract with the previous guard service provider for a period of time which is estimated to not exceed 30 calendar days.
- 26.2 The County, Contractor, and previous guard service provider shall coordinate the transition to allow Contractor to phase in, and previous provider to phase out. During this transition period, Contractor shall make necessary adjustments, changes, and revisions to its procedures, schedules, and reports to allow for effective and efficient handling of the Contract.
- 26.3 Contractor shall, prior to Contract termination or expiration, fully cooperate with County in the transition by County to a new contractor, so that there shall be no interruption of County's day-to-day operations due to the unavailability of Services during such transition.

27.0 COUNTY RESPONSIBILITIES

- 27.1 County Project Director or County Project Manager will monitor Contractor's performance in the daily operation of the Contract.
- 27.2 County Project Director or County Project Manager will provide direction to Contractor in areas relating to policy, information, and procedural requirements.
- 27.3 The Department's Contract Compliance Monitoring Unit will annually monitor Contract compliance with administration of the Contract, including but not limited to, compliance with County ordinances, time records, and invoice processing as referenced in Paragraph 8.15 (County's Quality Assurance Plan) of the Contract.

28.0 COUNTY-FURNISHED EQUIPMENT

- 28.1 County may furnish and provide hand-held radios and radio holders, at no cost to Contractor, to be used by Contractor Guards and Supervisors only in connection with providing Services under the Contract.
- 28.2 County will provide regular maintenance, repair, or replacement for radio equipment and holders caused by reasonable wear and tear.
- 28.3 Contractor shall be responsible for the loss or damage, other than for normal wear and tear, of the radio equipment during the Term of the Contract (or during Contractor's use of such equipment).

28.4 Contractor shall not make any alterations to County-furnished radios and radio holders without the prior written authorization by the County Project Manager.

28.5 Contractor shall report to the County Project Manager any improperly working or defective County-furnished equipment within 24 hours of Contractor's notification by the Guard or Supervisor.

29.0 COUNTY OBSERVATIONS

In addition to Department's contracting staff, other County officers may observe performance, activities, and review incident logs and/or incident reports relevant to the Contract at any time during normal business hours. County shall have the right to review Contractor employee Guard and Supervisor records as they pertain to the Contract. However, County may not unreasonably interfere with the Contractor's performance of the Contract.

30.0 COUNTY INSPECTIONS

30.1 Contractor shall be prepared to make its Guards, Supervisors, facilities, vehicles, and techniques available for inspection at reasonable times without prior notice by representatives of the County and/or the State of California to review its operations.

30.2 Contractor agrees that County, or its authorized representatives, shall, with reasonable notice and during regular business hours, have access to and the right to examine, audit, excerpt, copy or transcribe any pertinent transaction, activity, or records of Contractor relating to the Contract. All such material, including all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets, and other time and employment records, shall be kept and maintained by Contractor, and shall be made available to County during the Term of the Contract and for a period of five years thereafter unless authorized by County in writing to dispose of any such material prior to such time.

31.0 COURT APPEARANCES

31.1 County will pay for Contractor Guards' and Supervisors' court appearances in the event that the Guards and Supervisors are called upon as a witness to appear in court for a job-related incident. Contractor shall invoice County separately for such cost at the hourly billing rate set forth in Exhibit B (Pricing Schedule) of the Contract, and must attach a copy of the subpoena, or the police report or the incident report if no subpoena was issued.

- 31.2 If such court appearance occurs during a summoned Guard's or Supervisor's normal work shift, Contractor shall provide a substitute Guard or Supervisor to fill in, who shall be compensated at the hourly billing rate in accordance with Exhibit B (Pricing Schedule) of the Contract.

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STATEMENT OF WORK ATTACHMENTS

AS-NEEDED SECURITY GUARD SERVICES

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County Courthouses and Other Sheriff's Facilities

Central Bureau	
Central Arraignment Courts	429 Bauchet St., Los Angeles, CA 90012
Central Civil West Courthouse	600 South Commonwealth Ave., Los Angeles, CA 90005
Clara Shortridge Foltz Criminal Justice Center	210 West Temple Street, Los Angeles, CA 90012
Department 95 - Hollywood Courthouse	5925 Hollywood Blvd., Los Angeles, CA 90028
Metropolitan Courthouse	1945 South Hill Street, Los Angeles, CA 90007
Stanley Mosk Courthouse	111 North Hill Street, Los Angeles, CA 90012
East Bureau	
Alhambra Courthouse	150 West Commonwealth, Alhambra, CA 91801
Bellflower Courthouse	10025 East Flower Street, Bellflower, CA 90706
Burbank Courthouse	300 East Olive, Burbank, CA 91502
Compton Courthouse	200 West Compton Blvd., Compton, CA 90220
Downey Courthouse	7500 East Imperial Highway, Downey, CA 90242
East Los Angeles Courthouse	4848 E. Civic Center Way , Los Angeles, CA 90022
Eastlake Juvenile Court	1601 Eastlake Avenue, Los Angeles, CA 90033
Edmund D. Edelman Children's Court	201 Centre Plaza Drive, Monterey Park, CA 91754
El Monte Courthouse	11234 East Valley Blvd., El Monte, CA 91731
Glendale Courthouse	600 East Broadway, Glendale, CA 91206
Los Padrinos Juvenile Courthouse	7281 East Quill Drive, Downey, CA 90242
Norwalk Courthouse	12720 Norwalk Blvd., Norwalk, CA 90650
Pasadena Courthouse	300 East Walnut Ave., Pasadena, CA 91101
Pomona Courthouse North	350 West Mission Blvd., Pomona, CA 91766
Pomona Courthouse South	400 Civic Center Plaza, Pomona, CA 91766
West Covina Courthouse	1427 West Covina Parkway, West Covina, CA 91790
Whittier Courthouse	7339 South Painter Ave., Whittier, CA 90602

West Bureau	
Airport Courthouse	11701 S. La Cienega, Los Angeles, CA 90045
Alfred J. McCourtney Juvenile Justice Center	1040 W. Avenue J, Lancaster, CA 93534
Beverly Hills Courthouse	9355 Burton Way, Beverly Hills, CA 90210
Chatsworth Courthouse	9425 Penfield Ave., Chatsworth, CA 91311
Gov. George Deukmejian – Long Beach Courthouse	275 Magnolia Ave., Long Beach, CA 90802
Inglewood Courthouse	One Regent Street, Inglewood, CA 90301
Inglewood Juvenile Courthouse	110 Regent Street, Inglewood, CA 90301
Michael Antonovich Antelope Valley Courthouse	42011 4th Street West, Lancaster, CA 93534
San Fernando Courthouse	900 Third Street, San Fernando, CA 91340
Santa Clarita Courthouse	23747 West Valencia Blvd., Santa Clarita, CA 91355
Santa Monica Courthouse	1725 Main Street, Santa Monica, CA 90401
Sylmar Juvenile Courthouse	16350 Filbert Street, Sylmar, CA 91342
Torrance Courthouse	825 Maple Ave., Torrance, CA 90503
Van Nuys Courthouse East	6230 Sylmar Ave., Van Nuys, CA 91401
Van Nuys Courthouse West	14400 Erwin Street Mall, Van Nuys, CA 91401
Additional Locations	
S.T.A.R.S. Center	11515 South Colima Road, Whittier, CA 90604
Mira Loma	45100 60 th Street West, Lancaster, CA 93536

County Security Staff Vacancy Levels and Contractor's Required Staffing

BUREAU	PERIMETER SECURITY TOTALS		
	Long Term VACANCIES	Short Term VACANCIES	GUARDS REQUIRED
CENTRAL BUREAU	11.30	6.00	17.30
EAST BUREAU	3.00	13.00	16.00
WEST BUREAU	15.00	8.00	23.00
STAR/MIRA LOMA	2.00	-	6.00
TOTAL DIVISION	31.30	27.00	62.30

CENTRAL BUREAU	SECURITY OFFICER			SECURITY ASSISTANT		
	Budgeted Positions	Long Term	Short Term	Budgeted Positions	Long Term	Short Term
METROPOLITAN	5.00			8.00	1.00	
METROPOLITAN (After - Hours)	2.90	2.90				
CENTRAL CIVIL WEST	2.00			4.00		1.00
FOLTZ (CCB)	6.00		1.00	7.00	1.00	
STANLEY MOSK COURTHSE (CCH)	9.00		3.00	20.00	2.00	1.00
CCH (After - Hours)	4.40	4.40				
TOTAL CENTRAL BUREAU	29.30	7.30	4.00	39.00	4.00	2.00

EAST BUREAU	SECURITY OFFICER			SECURITY ASSISTANT		
	Budgeted Positions	Long Term	Short Term	Budgeted Positions	Long Term	Short Term
COMPTON	5.00		2.00	9.00	1.00	3.00
EL MONTE	4.00		1.00	2.00		
GLENDALE	1.00			2.00	1.00	1.00
PASADENA	2.00			5.00		2.00
POMONA SOUTH	4.00		1.00	4.00		2.00
WEST COVINA	3.00			4.00		1.00
WHITTIER	2.00	1.00		2.00		
TOTAL EAST BUREAU	21.00	1.00	4.00	28.00	2.00	9.00

WEST BUREAU	SECURITY OFFICER			SECURITY ASSISTANT		
	Budgeted Positions	Long Term	Short Term	Budgeted Positions	Long Term	Short Term
AIRPORT	3.00	1.00		3.00		
ANTELOPE VALLEY	6.00		2.00	4.00	1.00	
CHATSWORTH	3.00			2.00	1.00	1.00
INGLEWOOD	4.00			5.00	3.00	
INGLEWOOD JUVENILE	1.00			2.00		1.00
LONG BEACH	6.00		1.00	7.00	1.00	1.00
SAN FERNANDO	1.00			3.00	1.00	
SANTA MONICA	3.00			2.00	2.00	
TORRANCE (incl REDONDO BCH)	4.00		1.00	3.00	1.00	
VAN NUYS EAST	3.00			5.00	1.00	1.00
VAN NUYS WEST	4.00			5.00	3.00	
TOTAL WEST BUREAU	38.00	1.00	4.00	41.00	14.00	4.00

STATEMENT ON WORKPLACE EQUALITY

This Statement on Workplace Equality is intended to preserve the dignity and professionalism of the workplace as well as protect the right of County employees and participants to be free from discrimination, harassment, and retaliation. Discrimination, harassment, and retaliation are absolutely contrary to the values of the law enforcement profession as a whole and to the core values of the Los Angeles County Sheriff's Department. Discrimination, harassment, and retaliation are also illegal under local, State, and Federal law.

The Department will not tolerate unlawful discrimination on the basis of sex, race, color, ancestry, religion, national origin, ethnicity, age (40 and over), disability, sexual orientation, marital status, or medical condition, nor will it tolerate unlawful harassment or retaliation. As a preventive measure, the Department also will not tolerate inappropriate conduct toward others based on a protected status even if the conduct does not meet the legal definition of discrimination or harassment.

All Contractor personnel are responsible for conducting themselves in accordance with this Statement on Workplace Equality. Violations will lead to prompt and appropriate Departmental action including, but not limited to, investigation, relocation and/or removal from County assignment, and/or revocation of background clearance.

All Contractor personnel are responsible for understanding the definitions of prohibited conduct contained in this Statement on Workplace Equality.

"Discrimination" is the disparate or adverse treatment of an individual based on or because of that individual's sex, race, color, ancestry, religion, national origin, ethnicity, age (40 and over), disability, sexual orientation, marital status, or medical condition.

“Sexual harassment” includes unwelcome sexual advances, requests for sexual favors, and other verbal, visual or physical conduct of a sexual nature which meets any one of the following three criteria:

- 1) Submission to such conduct is made either explicitly or implicitly a term or condition of an individual’s employment;
- 2) Submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual; or
- 3) Such conduct has the purpose or effect of unreasonably interfering with the individual’s employment or creating an intimidating, hostile, offense, or abusive working environment.

Harassment of an individual because of the individual’s race, color, ancestry, religion, national origin, ethnicity, age, disability, sexual orientation, marital status, or medical condition is also discrimination and prohibited by Federal and/or State civil rights statutes. “Discriminatory harassment other than sexual” is conduct which has the purpose or effect of unreasonably interfering with an individual’s work performance or creating an intimidating, hostile, offensive, or abusive work environment.

“Third-person harassment” is indirect harassment of a bystander, even if the person engaging in the conduct is unaware of the presence of the bystander. When an individual engages in harassing behavior, he or she assumes the risk that someone may pass by or otherwise witness the behavior. The Department considers this to be the same as directing the harassment toward that individual.

“Inappropriate conduct toward others” is any physical, verbal, or visual conduct based on or because of sex, race, color, ancestry, religion, national origin, ethnicity, age (40 and over), disability, sexual orientation, marital status, or medical condition when such conduct reasonably would be considered inappropriate for the workplace. This provision

is intended to stop inappropriate conduct before it becomes unlawful discrimination or harassment. As such, the conduct need not be pervasive or repeated in order to violate the statement of workplace equality. An isolated derogatory comment, joke, racial slur, sexual innuendo, etc., may be grounds for removal, relocation, or revocation of background clearance. Similarly, the conduct need not be unwelcome to the party against whom it is directed; if the conduct reasonably would be considered inappropriate for the workplace, it will violate the statement of workplace equality.

“Retaliation” is an adverse action against another for reporting an incident or filing a complaint of conduct that violates this statement of workplace equality or the law or participating in an investigation or otherwise exercising their rights or performing their duties under this statement or the law.

Depending on the facts and circumstances, the following are examples of conduct that may violate this statement of workplace equality:

- Posting, possessing, sending soliciting or displaying in the workplace sexually suggestive, racist, “hate-site” related, or obscene letters, notes, invitations, cartoons, posters, facsimiles, electronic mail or web links;
- Verbal conduct such as whistling and cat calls, using or making lewd or derogatory noises or making graphic comments about another’s body, or participating in explicit discussions about sexual experiences and/or desires;
- Verbal conduct such as using sexually, racially, or ethnically degrading words or names, using or making racial or ethnic epithets, slurs, or jokes;
- Verbal conduct such as comments or gestures about a person’s physical appearance which have a racial, sexual, disability-related, religious, age or ethnic connotation or derogatory comments about religious differences and practices;

- Physical conduct such as touching, pinching, massaging, hugging, kissing, rubbing or brushing the body, making sexual gestures, impeding or blocking an individual's passage or normal movements;
- Visual conduct such as staring, leering, displaying or circulating sexually suggestive objects, pictures, posters, photographs, cartoons, calendars, drawings, magazines, computer images or graphics;
- Sexual advances or propositions, including repeated and unwanted requests for a date;
- Retaliation in any form, including withholding work-related information, giving punitive work assignments, or denial of job benefits; and
- Hazing based on any protected status, including withholding assistance, giving demeaning, unattainable, or unnecessary job assignments, or ignoring the presence of a co-worker.

This list is not exhaustive. Any conduct which is retaliatory or based on or because of sex, race, color, ancestry, religion, national origin, ethnicity, age (40 and over), disability, sexual orientation, marital status, or medical condition may also violate this Statement on Workplace Equality.

CIVIL PROCEDURES – SECURITY DUTIES AND CONDUCT

4-03/000.00 DUTIES AND CONDUCT

Duties and conduct for Security Officers and Security Assistants while in the performance of their duties.

4-03/010.00 INTRODUCTION

The provision and maintenance of adequate security measures throughout the County of Los Angeles Court System, and various other County facilities, is the primary responsibility of both Security Officers and Security Assistants.

The ever-present threats of courthouse disruption, violence, unauthorized access, theft, vandalism, and other crimes demands the implementation of a positive and effective security program to prevent or minimize these hazards.

In both its planning and procedural aspects, security is an operational problem with features unique to each facility and its occupants. To ensure adequate and effective security measures and procedures, responsibility must be delineated and individually placed within each facility.

4-03/015.00 DUTIES

It is the duty of each Security Officer and Security Assistant to be at their post of assignment during working hours, and remain highly visible at all times, and to follow the rules and guidelines established by Department Manual of Policy and Procedures, Court Services Division Manual, and Court Services Division Directives.

Security personnel will also be required to monitor the areas in and around their fixed post. Be observant for disturbances, violations of fire safety standards, and report hazards such as blocked exits, and slippery floors.

Security personnel should be aware of points of interest in and around the courthouse. It is not uncommon for an officer to be asked where such places are located. Provide this information in a polite manner.

4-03/020.00 RESPONSIBILITIES

The major responsibility of the Security Officer and Security Assistant is prevention of incidents or offenses. A Security Officer and/or Security Assistant must be highly visible. By remaining visible, security personnel may discourage anyone who might be considering theft, damage, or personal injury to persons or property.

Security personnel must be alert, listen carefully, and be ever watchful. Prevention of entry of persons who are disruptive, abusive, and/or intoxicated is accomplished by being alert to all who enter your facility. Be aware of warning signs of various problems which may surface ahead of time, such as body language, tone of voice, slurred speech, manner and style of dress, eye movements, etc.

It is the responsibility of security personnel to be thoroughly familiar with the Security Plan of their facility. Only with complete knowledge and familiarity can security personnel act quickly and efficiently in any given situation. If an offense or incident does occur, security personnel must remain calm, observe and remember events, and report the occurrence to their supervisor.

4-03/025.00 AUTHORITY

Security Officers and Security Assistants are not peace officers. Security personnel do not perform the same duties, receive the same training, or have the same powers under the California Penal Code as peace officers.

Security Officers and Security Assistants are public officers,(as defined in 831.4 P.C.), employed by the Sheriff of a County, whose primary duty is the security of a location or facility with respect to the patrons, employees, and properties of the employing County as directed by the Sheriff.

All security personnel should be reminded that the protection of people and property are their primary duties. Whereas, peace officers protect people, property, and enforce laws.

If a law is violated, peace officers are required to pursue and apprehend the responsible person(s). Security personnel's primary role is that of an observer and reporter. Under certain circumstances, it may become necessary for a Security Officer to pursue a violator only in tandem with a sworn Department member. (Refer to Court Services Division Manual, Security Volume Section 4-03/025.10 - Foot Pursuit Policy For Security Personnel). Record all pertinent information and provide it to the proper law enforcement agency.

A Security Officer is responsible to observe, deter, pursue, and detain persons who have committed a crime on County property. However, they shall never independently place a person under arrest, but must detain the person for further investigation by peace officer personnel. The penal code defines "arrest" as the taking of a person(s) into custody, in a case and in the manner authorized by law. An arrest may be made by a peace officer or by a private person (834PC).

4-03/025.05 RELATIONS WITH PEACE OFFICERS

Security personnel should maintain a good working relationship with other Sheriff personnel and law enforcement agencies. Security personnel must avoid doing any of the following:

- Never play "cop".
- Do not mislead people. Because of the uniform, the public may perceive security personnel as peace officers. Security personnel are not to imply or represent that they are peace officers.

During an emergency, security personnel should not interfere with peace officers who may be on the scene. However, do cooperate to the fullest extent possible when called upon to assist.

4-03/025.10 FOOT PURSUIT POLICY FOR SECURITY PERSONNEL

Security officers shall not engage in a foot pursuit unless in tandem with a sworn Department member. If a security officer becomes involved as an assisting partner in a foot pursuit and is directed by the sworn member to put out a broadcast, the security officer shall be prepared to provide the following information in a timely manner:

- Officer identifier
- Suspect(s) exact location and description
- Reason for the foot pursuit
- Whether suspect is armed

Security Assistants shall not go in foot pursuit.

(Refer to Manual of Policy and Procedures section 5-09/220.50 - Foot Pursuits)

4-03/030.00 ATTITUDE

Security personnel shall serve the Sheriff's Department loyally and discreetly, and will not display poor judgment or fail to support fellow employees in the lawful performance of their duties.

Security personnel shall always maintain a professional demeanor. They shall perform their duties in a calm, but firm manner, acting together to assist and protect each other and County property.

Security personnel shall direct and coordinate their efforts in a manner which will establish and maintain the highest level of professionalism. Watching television, reading newspapers, books, magazines, eating, and smoking are prohibited while working an assigned area except during a break or lunch. Breaks and lunch shall be taken in a designated area or away from assigned post and out of view of the public, especially if eating or talking on a cell phone.

Security personnel should be aware of points of interest in and around the courthouse. It is not uncommon for an officer to be asked where such places are located. Provide this information in a polite manner.

People will remember their encounters with you, both good and bad. This will be retained for weeks or even months. Security personnel should remember they are often the first contact many people have with the court system. The impression security personnel make may have a lasting impression, positive or negative on the public's view or opinion of the Sheriff's Department.

MANUAL OF POLICY AND PROCEDURES
VOLUME 3 - CHAPTER 3
UNIFORM AND SAFETY EQUIPMENT

3-03/000.00 DEPARTMENTAL AUTHORITY

3-03/000.05 AUTHORITY OF THE SHERIFF - UNIFORM AND SAFETY EQUIPMENT

The Sheriff has final authority on matters pertaining to official uniforms, safety equipment and identification items.

3-03/000.10 UNIFORM AND SAFETY EQUIPMENT COMMITTEE

The Sheriff has established a Uniform and Safety Equipment Committee to formulate standards and consider proposed changes in official uniforms, safety equipment and identification items and make recommendations to the Executive Planning Council. The Executive Planning Council has authority to approve specific types of uniform and safety equipment items. The Committee is comprised of the following members:

Voting Members

- one representative from each Division, as selected by the respective Division Chief or Division Director. A Commander of the Administrative and Training Division, shall serve as the Chairman of the Committee;
- one representative from A.L.A.D.S., who shall serve in accordance with the Memoranda of Understanding for Peace Officers;
- one representative from P.P.O.A., who shall serve in accordance with the Memoranda of Understanding for Supervisory Peace Officers; and
- one female representative, selected by female command-level personnel, who will represent the Department at-large.

Advisory Members

The Chairman of the Uniform and Safety Equipment Committee may appoint advisory members as needed. The following members shall always be included:

- Captain of Training Bureau; and
- Director of Personnel Administration.

3-03/000.15 OFFICIAL RECORDS OF THE UNIFORM AND SAFETY EQUIPMENT COMMITTEE

A Commander from the Administrative and Training Division shall serve as the Chairman of the Uniform and Safety Equipment Committee, and shall be responsible for maintaining the official records of all committee actions.

The Central Supply/Logistics Section of the Administrative and Training Division shall:

- maintain a file of specifications for approved uniform apparel, safety equipment and uniform identification items;
- establish purchasing and issuing procedures; and
- maintain records of members who have received Department-issued uniforms and safety equipment.

The Director of Personnel Administration is responsible for the official records pertaining to identification items.

Personnel Administration shall issue and account for official badges, flat badges and identification cards.

3-03/010.00 GENERAL PROVISIONS - UNIFORM AND SAFETY EQUIPMENT

3-03/010.05 REQUIREMENTS/INSPECTIONS - UNIFORM AND SAFETY EQUIPMENT

Unless otherwise indicated, uniform and identification items described in this chapter apply to all uniformed members, both male and female.

Only uniform apparel, safety equipment and identification items specifically approved by the Sheriff and/or the Executive Planning Council are authorized to be worn, carried and/or used by Department members. Items not approved are specifically prohibited. The omission of an item shall not be construed as tacit approval.

Unit Commanders, as part of their management function, shall hold regular inspections to ensure that assigned members wear, carry and use only approved items in the prescribed manner.

3-03/010.10 WHO SHALL POSSESS UNIFORMS

Every sworn member shall possess, at all times, a complete Class A uniform and Department-issued safety equipment in serviceable condition and identification items sufficient to perform uniformed field duty.

Every Custody Assistant member shall possess, at all times, a complete Class A and Class B uniform, identification, and issued equipment required for their duties.

All uniformed civilian members shall possess the prescribed uniform, identification and issued equipment required for their classification.

A current list of uniformed civilian classifications shall be maintained by Employee Relations/Advocacy Services.

3-03/010.15 EXEMPTION FROM UNIFORM REQUIREMENTS

During times of emergency, when a specified article of apparel or safety equipment cannot be obtained, or when the specifications cannot be maintained, due to the affects of such an emergency, the Sheriff has the authority to order exceptions as warranted.

3-03/010.20 EMPLOYEE COMMENTS

Employees may submit comments or proposals about items of uniform apparel, safety equipment or identification, or about the wearing of such items, or the adoption of uniform or safety equipment items on an SH-AD-32A, through channels, to their Division Uniform and Safety Equipment Committee representative. Comments/proposals must include a complete description of the item, together with photographs or samples, if possible.

3-03/010.25 OPTIONAL UNIFORM ITEMS

All items identified in this chapter as "optional" shall be purchased at the employee's expense. Optional items may be worn, carried or used only when authorized in accordance with this chapter.

3-03/020.00 SPECIAL UNIFORM NEEDS

Members assigned to perform the below listed duties are deemed to have special clothing and safety equipment needs:

- Arson/Explosives Detail
- Beach patrol
- Bicycle teams
- Canine handlers
- Commercial Traffic Enforcement
- Emergency Services Detail
- Harbor Patrol
- Motorcycle Patrol
- Mounted Enforcement
- Pilots and observers
- Recruit trainees
- Search and Rescue Teams
- Special Weapons teams
- Training instructors

These members may wear special clothing items specified in section 3-03/070.25 when authorized by the Sheriff or Undersheriff. Other items may also be worn, but only when directed by, and only those items approved by, their concerned Division Chief or Division Director and Sheriff or Undersheriff. Any special clothing is optional and may be worn only while performing those duties pertaining to their specialized positions.

Only safety equipment items specified in this chapter may be worn, carried or used while performing those duties.

3-03/030.00 WEARING UNIFORMS

3-03/030.10 WHO SHALL WEAR UNIFORMS

Uniformed members shall wear the approved uniform, safety equipment and identification items appropriate for their rank, classification and/or assignment during their tour of duty.

Department members shall not wear full or partial uniforms, safety equipment or Department identification items while off-duty which would identify them as uniformed members of the Sheriff's Department. Uniforms may be worn by members while traveling to and from their work location provided all clothing or equipment identifying the Department is covered. Any exceptions shall be authorized by the member's Unit Commander prior to the off-duty activity. Funerals are an exception to this policy.

This policy shall not preclude off duty members from carrying concealed an approved weapon and/or identification.

3-03/030.15 EXEMPTIONS FROM WEARING UNIFORMS

The following members are exempt from wearing a uniform during normal duty:

- Sheriff;
- Undersheriff;
- Assistant Sheriff(s);
- Division Chiefs;
- Area Commanders;
- Captains;
- Unit Commanders;
- sworn members assigned to Detective Division; and
- members assigned to duty wherein the wearing of a uniform is impractical and where prior exemption has been granted.

Members may be excused from wearing certain items of uniform and safety equipment by the officer in charge of a detail when the removal of these items may protect the member from possible injury.

3-03/030.20 MANNER OF WEARING UNIFORMS

Uniforms shall be worn in a military manner with uniform buttons secured at all times. Nothing shall be carried in the pockets of the uniform shirt which produces an obvious bulge or protrusion.

Exception: A pen and pencil and flat badge case may be carried in the left breast pocket.

3-03/030.25 WEARING UNIFORMS ON FORMAL OCCASIONS

A complete Class A uniform shall be worn by sworn members and Custody Assistants officially representing the Department on formal occasions such as:

- building or station dedications;
- Department graduations;
- parade participation;
- ceremonial functions;
- Flag Day;
- law enforcement memorial service;
- funerals; and
- honor guard

Sworn members or Custody Assistant members scheduled to participate as a Department representative in any ceremony in connection with such formal occasions shall wear the uniform specified by the Department announcement or directive. The executive uniform shall be worn when so directed.

Sworn members attending such formal occasions as spectators need not wear headgear unless specifically instructed.

Uniformed civilian members shall wear the uniform specified by the Department announcement or directive.

3-03/030.35 MIXING CIVILIAN AND UNIFORM CLOTHING

No distinguishable part of any uniform which would identify the wearer as a member of the Department shall be worn in public in conjunction with civilian clothes.

3-03/030.40 WEARING JEWELRY

When wearing the uniform, all visible jewelry shall be limited to rings and watches. Visible necklaces and ornamental bracelets or anklets shall not be worn while in uniform. Uniformed female members with pierced ears are permitted to wear a single stud earring (no larger than 3/8 inch diameter) in each ear lobe.

The Medic Alert necklace and bracelet are exceptions to the above regulations.

The aforementioned dress standards shall be adhered to and enforced by all Unit Commanders.

3-03/030.45 INCLEMENT WEATHER UNIFORM

During inclement weather, Unit Commanders may approve a "Code B," allowing uniformed members who must work in the weather conditions to wear the Class B uniform to approximate the standard Class A uniform.

3-03/040.00 MAINTENANCE AND INSPECTIONS- UNIFORM AND SAFETY EQUIPMENT**3-03/040.05 MAINTAINING UNIFORMS AND SAFETY EQUIPMENT**

Approved uniforms, safety equipment and identification items shall be maintained at all times in a clean, serviceable condition, ready for immediate use. Items shall be replaced when they are worn, damaged, present an unacceptable appearance or do not meet current specifications.

3-03/040.10 INSPECTION OF NEW ARTICLES

Uniformed members shall secure approval of all newly purchased uniform and safety equipment items from their Watch Commander who shall personally inspect the items to ensure that all specifications are met.

3-03/040.15 OFFICIAL INSPECTIONS

Uniformed members are subject to inspection of all uniforms (including Class A and Class B), safety equipment, and identification items to ensure that:

- only approved items are worn and/or carried;
- items are worn in the approved manner;
- items are clean, properly maintained, and serviceable;
- members have in their possession all required items; and
- items fit properly

Shift Inspections

Watch Commanders shall conduct daily inspections to ensure that articles of the uniform of the day, safety equipment, and identification are as prescribed for that assignment.

Special Details

The supervisor calling the roll for special details shall conduct shift inspections.

3-03/040.20 INSPECTION REPORTS - UNIFORM AND SAFETY EQUIPMENT

Supervisors conducting inspections shall report violations of uniform and safety equipment regulations on an SH-AD 32A, through channels, to the concerned Unit Commander.

ACKNOWLEDGEMENT OF RECEIPT

I acknowledge that I have received a copy of Attachment A3 (Statement on Workplace Equality) and Attachment A4 (Civil Procedures – Security Duties and Conduct), of the Contract by and between County of Los Angeles and _____ for As-Needed Security Guard Services.

I have read and understand the contents of Attachment A3 (Statement of Workplace Equality) and Attachment A4 (Civil Procedures – Security Duties and Conduct), of the Contract by and between County of Los Angeles and _____ for As-Needed Security Guard Services and will act in accordance with these policies and procedures as a condition of my employment with _____ while providing Services to the County of Los Angeles.

I understand that if I have questions or concerns at any time about the policies and procedures, I will consult my immediate supervisor, branch manager, or Human Resources staff for _____.

Please read the Attachments carefully to understand these policies and procedures before you sign this document.

Contractor Employee Signature

Date

Contractor Employee Name (Please Print)

CONTRACT DISCREPANCY REPORT

TO:

FROM:

DATES: **Prepared:** _____
 Returned by Contractor: _____
 Action Completed: _____

DISCREPANCY PROBLEMS: _____

Signature of County Representative

Date

CONTRACTOR RESPONSE (Cause and Corrective Action): _____

Signature of Contractor Representative

Date

COUNTY EVALUATION OF CONTRACTOR RESPONSE: _____

Signature of Contractor Representative

Date

COUNTY ACTIONS: _____

CONTRACTOR NOTIFIED OF ACTION:

County Representative's Signature and Date _____

Contractor Representative's Signature and Date _____

PERFORMANCE REQUIREMENTS SUMMARY (PRS) AS-NEEDED SECURITY GUARD SERVICES

SPECIFIC PERFORMANCE REFERENCE	SERVICE	MONITORING METHOD	DEDUCTIONS/FEEES TO BE ASSESSED
SOW: PARAGRAPH 2.0 (CONTRACTOR RESPONSIBILITIES)	Paragraph 2.8 In the event that a scheduled Guard is unable to report on time for a work shift, or is out ill for the day, Contractor shall advise the County Project Manager prior to the scheduled starting time.	Observation and inspection	\$100 per occurrence
SOW: PARAGRAPH 4.0 (REQUIRED CERTIFICATES AND LICENSES)	Paragraph 4.1 Contractor's Guards and Supervisors shall be registered and certified by the State of California, Bureau of Security and Investigative Services, and shall fulfill all other State and local license requirements.	Review and inspection of Contractor staff employment records	\$50 per employee with incomplete records or invalid certificates and/or licenses, per inspection
SOW: PARAGRAPH 4.0 (REQUIRED CERTIFICATES AND LICENSES)	Paragraph 4.3 Contractor shall provide to the County Project Manager copies of valid licenses and certificates for all Guards and Supervisors prior to beginning work under the Contract.	Review of Contractor staff employment records and inspection	\$50 per employee with incomplete records or invalid certificates and licenses, per inspection

SPECIFIC PERFORMANCE REFERENCE	SERVICE	MONITORING METHOD	DEDUCTIONS/FEEES TO BE ASSESSED
SOW: PARAGRAPH 5.0 (CONTRACTOR'S OFFICE)	Paragraph 5.4 During office hours, Contractor shall respond to telephone calls from County Project Manager within 15 minutes of the call.	Observation	\$25 per hour beyond the 15 minute turnaround time
SOW: PARAGRAPH 6.0 (CONTRACTOR'S STAFFING PLAN)	Paragraph 6.1 Contractor shall provide an initial staffing plan to County Project Manager within ten Business Days after approval of Contract by the County Board of Supervisors.	Observation & inspection	\$50 per day after day specified
SOW: PARAGRAPH 7.0 (CONTRACTOR'S RELIEF FOR PLANNED AND UNPLANNED ABSENCES OF COUNTY SECURITY OFFICER AND ASSISTANT)	Paragraph 7.1.2 When an Officer or Assistant is absent due to an unplanned short-term leave, the County will notify Contractor of the need for relief Guards as soon as such absence becomes known. Contractor shall ensure a Guard reports to the requested location within two hours of notification.	Observation	\$100 per hour of non-responsiveness beyond first two hours after request for relief Guards
SOW: PARAGRAPH 8.0 (CONTRACTOR'S PLAN IN EMERGENCY SITUATIONS)	Paragraph 8.4 Upon County Project Manager's notification to Contractor of an emergency response request, Contractor shall immediately respond to County Project Manager in the manner set forth in Contractor's Emergency Response Plan regardless of day or time that the call is received by Contractor.	Observation	\$100 per occurrence

SPECIFIC PERFORMANCE REFERENCE	SERVICE	MONITORING METHOD	DEDUCTIONS/FEEES TO BE ASSESSED
SOW: PARAGRAPH 9.0 (CONTRACTOR SUPERVISOR DUTIES)	Paragraph 9.2 Contractor's Supervisors shall immediately respond to on-site emergencies, providing as-needed support.	Observation & incident reports	\$100 per occurrence
SOW: PARAGRAPH 9.0 (CONTRACTOR SUPERVISOR DUTIES)	Paragraph 9.6 Contractor's Supervisors shall ensure that assigned Guard coverage is appropriate and sufficient to meet the County's requirements under the Contract.	Observation and inspection of log sheets, management reports, and random inspections	\$100 per occurrence
SOW: PARAGRAPH 10.0 (CONTRACTOR GUARD DUTIES)	Paragraph 10.13 Contractor's Guards shall ensure that only authorized personnel are permitted access to closed or restricted facilities by visually inspecting persons for proper identification and requiring each person to sign-in and sign-out of facility.	Observation and review of incident reports	\$100 per occurrence

SPECIFIC PERFORMANCE REFERENCE	SERVICE	MONITORING METHOD	DEDUCTIONS/FEEES TO BE ASSESSED
SOW: PARAGRAPH 10.0 (CONTRACTOR GUARD DUTIES)	Paragraph 10.19.1 Contractor's Guards shall report all incidents of an emergent nature that may involve potential damage or injury to any individual within the facility, including notifying Contractor Supervisor immediately.	Observation and review of incident reports and reports prepared by other agencies	\$50 per occurrence
SOW: PARAGRAPH 10.0 (CONTRACTOR GUARD DUTIES)	Paragraph 10.19.2 Contractor's Guards shall report all incidents of an emergent nature that may involve potential damage or injury to any individual within the facility, including completing a full written report of the incident and submitting to County Branch Supervisor by the end of the work shift.	Observation and review of incident reports and reports prepared by other agencies	\$100 per day after time specified
SOW: PARAGRAPH 10.0 (CONTRACTOR GUARD DUTIES)	Paragraph 10.19.3 Contractor's Guards shall report all incidents of an emergent nature that may involve potential damage or injury to any individual within the facility, including if during after hours, immediately requesting appropriate emergency aid from local fire or police.	Observation and review of incident reports and reports prepared by other agencies	\$50 per occurrence

SPECIFIC PERFORMANCE REFERENCE	SERVICE	MONITORING METHOD	DEDUCTIONS/FEEES TO BE ASSESSED
SOW: PARAGRAPH 10.0 (CONTRACTOR GUARD DUTIES)	Paragraph 10.23 Contractor's Guards shall submit an incident report to County Branch Supervisor and the County Project Manager within one hour of incident for any damage or injury resulting from the accidental discharge of Guard's firearm.	Observation and review of incident report	\$200 per occurrence + \$50/hour for late submission of incident report
SOW: PARAGRAPH 11.0 (CONTRACTOR GUARD AND SUPERVISOR GENERAL PERFORMANCE)	Paragraph 11.3.1 All Guards and Supervisors shall be punctual, remain awake, alert, and attentive during their work shifts, without exception.	Observation and inspection of timesheet	\$100 per occurrence
SOW: PARAGRAPH 11.0 (CONTRACTOR GUARD AND SUPERVISOR GENERAL PERFORMANCE)	Paragraph 11.4.5 All Guards and Supervisors are prohibited from bringing visitors, unauthorized firearms, or contraband into any County facility or Location.	Observation and random site visits and review of incident reports	\$200 per occurrence per employee
SOW: PARAGRAPH 11.0 (CONTRACTOR GUARD AND SUPERVISOR GENERAL PERFORMANCE)	Paragraph 11.4.10 All Guards and Supervisors are prohibited from possessing unauthorized firearms, holsters, and ammunition while providing Services at any County facility or Location, at any time.	Observation and random site visits and review of incident reports	\$200 per occurrence per employee

SPECIFIC PERFORMANCE REFERENCE	SERVICE	MONITORING METHOD	DEDUCTIONS/FEEES TO BE ASSESSED
SOW: PARAGRAPH 13.0 (CONTRACTOR-FURNISHED UNIFORMS)	Paragraph 13.1 Contractor shall furnish and provide uniforms for all Guards and Supervisors providing Services under the Contract.	Observation	\$50 per occurrence
SOW: PARAGRAPH 13.0 (CONTRACTOR-FURNISHED ITEMS)	Paragraph 13.2 (l) Photo ID with name, to be in the immediate possession of Guard or Supervisor, and not visibly worn while on duty.	Observation	\$50 per occurrence
SOW: PARAGRAPH 17.0 (COUNTY RECOGNIZED HOLIDAYS)	Paragraph 17.1 In certain specific situations when Guards are required to provide 24-hour, seven-days- per-week coverage, Contractor shall provide Services on County and/or Court-recognized holidays.	Observation	\$100 per occurrence
SOW: PARAGRAPH 18.0 (TRAINING)	Paragraph 18.1 Contractor shall provide training to all Guards and Supervisors assigned to provide Services under the Contract at Contractor's sole expense.	Observation and Inspection	\$100 per occurrence

SPECIFIC PERFORMANCE REFERENCE	SERVICE	MONITORING METHOD	DEDUCTIONS/FEEES TO BE ASSESSED
SOW: PARAGRAPH 18.0 (TRAINING)	Paragraph 18.6 Contractor shall submit a list of the training programs completed by all Contractor Guards and Supervisors identified to work under the Contract within 30 calendar days from the effective date of the Contract. Such list shall also include a schedule of ongoing training and future training requirements for Guards and Supervisors.	Observation and Inspection	\$50 per day after date specified
SOW: PARAGRAPH 18.0 (TRAINING)	Paragraph 18.7 For each Guard and/or Supervisor that is replaced or terminated, Contractor shall provide a revised training list to County Project Manager within five Business Days of effecting such change.	Observation	\$25 per day after date specified
SOW: PARAGRAPH 20.0 (REPLACEMENT OF CONTRACTOR GUARDS AND SUPERVISORS)	Paragraph 20.1 The County Project Manager may, at his/her sole discretion and without stating the cause, direct Contractor to replace any Guard or Supervisor within two hours of such notice.	Observation	\$25 per hour beyond the two hours turnaround time

SPECIFIC PERFORMANCE REFERENCE	SERVICE	MONITORING METHOD	DEDUCTIONS/FEEES TO BE ASSESSED
SOW: PARAGRAPH 22.0 (QUALITY ASSURANCE PLAN)	Paragraph 22.2.1 Contractor shall, on a monthly basis, and not later than the 15th of each month for the prior calendar month Service period, submit to County Project Manager, Contractor's Supervisors' scheduled Guard performance inspection reports.	Inspection and review of inspection reports	\$25 per day after date specified
SOW: PARAGRAPH 23.0 (CONTRACT DISCREPANCY REPORT)	Paragraph 23.3 Upon Contractor's receipt of a Contract Discrepancy Report, Contractor is required to respond in writing to County Project Manager within five Business Days, acknowledging the reported discrepancies or presenting contrary evidence. Contractor must submit its Corrective Action Plan to correct the deficiency(s) identified in the Contract Discrepancy Report to the County Project Manager within ten Business Days.	Observation and Inspection	\$50 per day after date specified

SPECIFIC PERFORMANCE REFERENCE	SERVICE	MONITORING METHOD	DECUCTIONS/FEES TO BE ASSESSED
SOW: PARAGRAPH 25.0 (REPORTING REQUIREMENTS)	Paragraph 25.2 Guard shall sign-in upon arrival at Post and sign-out at the end of each shift.	Review of log sheets	\$25 per occurrence per employee
SOW: PARAGRAPH 25.0 (REPORTING REQUIREMENTS)	Paragraph 25.3 All Guards shall immediately report any incidents involving discharge of firearms, bodily injury, fire, theft, and other incidents that involve fire, law enforcement and health authorities to the County Branch Supervisor. All Guards shall immediately follow up on these verbal incident reports by preparing written reports describing the incidents in detail, and submitting them to the County Branch Supervisor and the County Project Manager before the end of the Guard's shift.	Review of log sheets and incident reports and reports from other agencies re: incidents.	\$100 per day after time specified

PERFORMANCE INSPECTION REPORT

Supervisor

Location

Period

Shift

Date

JOB SITE	TIME		Employee on Duty	EMPLOYEE REVIEW					SITE EXAMINATION				EMPLOYEE SIGNATURE
	IN	OUT		Uniform	Grooming	Demeanor	Knowledge	Training Conducted	Log Book	Safety Book	Post Orders	Incident Report	

GUARD INSPECTION REPORT

County Supervisor: _____

Contractor Supervisor: _____

Inspection Date: _____

Guard Information

Guard Name:	<input type="text"/>	Employee Number:	<input type="text"/>
Job Title:	<input type="text"/>	Assignment:	<input type="text"/>

Inspected Items

	Yes	No	Comments
Handcuffs	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>
Baton	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text" value="**Confirm baton card present"/>
Flashlight	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>
Pepper Spray	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text" value="**10% solution, 1.47 oz. container"/>
Sam/Sally Browne	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>

Handgun

Make: Model: Serial Number:

	Yes	No	
Current guard card	<input type="checkbox"/>	<input type="checkbox"/>	Verify hand gun matches caliber on the guard card: <input type="text"/>
			Guard Card #: <input type="text"/> Exp. Date: <input type="text"/>
Additional ammunition	<input type="checkbox"/>	<input type="checkbox"/>	Most recent qualification under BSIS requirements: <input type="text"/>
Mechanical safety on handgun	<input type="checkbox"/>	<input type="checkbox"/>	Most recent qualification with present weapon: <input type="text"/>

Is the handgun currently registered and to whom?

Additional Comments/Concerns	
<div></div>	
Corrective Actions Required	
<div></div>	
_____ Signature of Contract Guard	_____ Date
_____ Signature of County Supervisor	_____ Date
_____ Signature of Contractor Supervisor	_____ Date

EXHIBIT B

PRICING SCHEDULE

AS-NEEDED SECURITY GUARD SERVICES

EXHIBIT B**PRICING SCHEDULE**

	UNARMED GUARD HOURLY RATE	ARMED GUARD HOURLY RATE	SUPERVISOR HOURLY RATE
YEAR 1	\$26.33	\$28.67	\$30.16
YEAR 2	\$26.86	\$29.24	\$30.76
YEAR 3	\$27.40	\$29.82	\$31.37
YEAR 4	\$27.95	\$30.42	\$32.00
YEAR 5	\$28.51	\$31.03	\$32.64
YEAR 6	\$29.08	\$31.65	\$33.29
YEAR 7	\$29.66	\$32.28	\$33.96

EXHIBIT C

INTENTIONALLY OMITTED

AS-NEEDED SECURITY GUARD SERVICES

EXHIBIT D

CONTRACTOR'S EEO CERTIFICATION

AS-NEEDED SECURITY GUARD SERVICES

CONTRACTOR'S EEO CERTIFICATION

Contractor Name

Address

Internal Revenue Service Employer Identification Number**GENERAL CERTIFICATION**

In accordance with Section 4.32.010 of the Code of the County of Los Angeles, 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, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

CONTRACTOR'S SPECIFIC CERTIFICATIONS

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

Authorized Official's Printed Name and Title

Authorized Official's Signature

Date

EXHIBIT E

COUNTY'S ADMINISTRATION

AS-NEEDED SECURITY GUARD SERVICES

COUNTY'S ADMINISTRATION

CONTRACT NO. _____

COUNTY PROJECT DIRECTOR:

Name: John L. Lindsay
Title: Lieutenant
Address: 211 West Temple Street
Los Angeles, CA 90012
Telephone: (213) 229-2171 Facsimile: n/a
E-Mail Address: jillinda@lasd.org

COUNTY PROJECT MANAGER:

Name: Helen Missakian
Title: Contract Program Manager
Address: 211 West Temple Street
Los Angeles, CA 90012
Telephone: (213) 229-2181 Facsimile: (323) 415-7112
E-Mail Address: hmissak@lasd.org

COUNTY CONTRACT COMPLIANCE MANAGER:

Name: Dave Culver
Title: Assistant Director
Address: 211 West Temple Street
Los Angeles, CA 90012
Telephone: (213) 229-3260 Facsimile: (323) 415-1354
E-Mail Address: deculver@lasd.org

EXHIBIT F

CONTRACTOR'S ADMINISTRATION

AS-NEEDED SECURITY GUARD SERVICES

CONTRACTOR'S ADMINISTRATION**CONTRACTOR'S NAME:** SECURITAS SECURITY SERVICES USA, INC.**CONTRACT NO:** _____**CONTRACTOR'S PROJECT DIRECTOR:**Name: Silvia PortilloTitle: Area Vice PresidentAddress: 1055 Wilshire Boulevard #1600Los Angeles, CA 90017Telephone: (213) 580-8825 Cell: (213) 249-7280Facsimile: (213) 580-8831E-Mail Address: silvia.portillo@securitasinc.com**CONTRACTOR'S PROJECT MANAGER:**Name: Hector RomeroTitle: District ManagerAddress: 1055 Wilshire Boulevard #1600Los Angeles, CA 90017Telephone: (213) 580-8825Facsimile: (213) 580-8831E-Mail Address: hector.romero@securitasinc.com**Notices to Contractor shall be sent to the following:**Name: Silvia PortilloTitle: Area Vice PresidentAddress: 1055 Wilshire Boulevard #1600Los Angeles, CA 90017Telephone: (213) 580-8825 Cell: (213) 249-7280Facsimile: (213) 580-8831E-Mail Address: silvia.portillo@securitasinc.com

EXHIBIT G1-G3

CONFIDENTIALITY

AS-NEEDED SECURITY GUARD SERVICES

CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENTCONTRACTOR NAME Securitas Security Services Contract No. _____GENERAL INFORMATION:

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

CONTRACTOR ACKNOWLEDGEMENT:

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

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

CONFIDENTIALITY AGREEMENT:

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

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

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

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

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

SIGNATURE: _____

DATE: 1 / 25 / 2021

PRINTED NAME: _____

POSITION: _____

County of Los Angeles
Sheriff's Department

Securitas Security Services USA, Inc.
Exhibit G1 – Confidentiality
As-Needed Security Guard Services

CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

(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.)

Contractor Name _____ Contract No. _____

Employee Name _____

GENERAL INFORMATION:

Your employer referenced above has entered into a Contract with the County of Los Angeles to provide certain Services to the County. The County requires your signature on this Contractor Employee Acknowledgement and Confidentiality Agreement.

EMPLOYEE ACKNOWLEDGEMENT:

I understand and agree that the Contractor referenced above is my sole employer for purposes of the above-referenced Contract. I understand and agree that I must rely exclusively upon my employer for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the above-referenced Contract.

I understand and agree that I am not an employee of the County of Los Angeles for any purpose whatsoever and that I 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. I understand and agree that I do not have and 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.

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the above-referenced Contract is contingent upon my passing, to the satisfaction of the County, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the County, any such investigation shall result in my immediate release from performance under this and/or any future Contract.

CONFIDENTIALITY AGREEMENT:

I may be involved with work pertaining to Services provided by the County of Los Angeles and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving Services from the County. In addition, I 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. I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by my employer for the County. I have read this agreement and have taken due time to consider it prior to signing.

I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced Contract between my employer and the County of Los Angeles. I agree to forward all requests for the release of any data or information received by me to my immediate supervisor.

I 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 or by me under the above-referenced Contract. I agree to protect these confidential materials against disclosure to other than my employer or County employees who have a need to know the information. I agree that if proprietary information supplied by other County vendors is provided to me during this employment, I shall keep such information confidential.

I agree to report to my immediate supervisor any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to my immediate supervisor upon completion of this Contract or termination of my employment with my employer, whichever occurs first.

SIGNATURE: _____

DATE: ____/____/____

PRINTED NAME: _____

POSITION: _____

CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

(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.)

Contractor Name _____ Contract No. _____

Non-Employee Name _____

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 your signature on this Contractor Non-Employee Acknowledgement and Confidentiality Agreement.

NON-EMPLOYEE ACKNOWLEDGEMENT:

I understand and agree that the Contractor referenced above has exclusive control for purposes of the above-referenced Contract. I understand and agree that I must rely exclusively upon the Contractor referenced above for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the above-referenced Contract.

I understand and agree that I am not an employee of the County of Los Angeles for any purpose whatsoever and that I 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. I understand and agree that I do not have and 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.

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the above-referenced Contract is contingent upon my passing, to the satisfaction of the County, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the County, any such investigation shall result in my immediate release from performance under this and/or any future Contract.

CONFIDENTIALITY AGREEMENT:

I may be involved with work pertaining to Services provided by the County of Los Angeles and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving Services from the County. In addition, I 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. I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by the above-referenced Contractor for the County. I have read this agreement and have taken due time to consider it prior to signing.

I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced Contract between the above-referenced Contractor and the County of Los Angeles. I agree to forward all requests for the release of any data or information received by me to the above-referenced Contractor.

I 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 or by me under the above-referenced Contract. I agree to protect these confidential materials against disclosure to other than the above-referenced Contractor or County employees who have a need to know the information. I agree that if proprietary information supplied by other County vendors is provided to me, I shall keep such information confidential.

I agree to report to the above-referenced Contractor any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to the above-referenced Contractor upon completion of this Contract or termination of my Services hereunder, whichever occurs first.

SIGNATURE: _____

DATE: ____/____/____

PRINTED NAME: _____

POSITION: _____

EXHIBIT H

JURY SERVICE ORDINANCE

AS-NEEDED SECURITY GUARD SERVICES

DRAFT

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

2.203.010 Findings.

The County 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 sub-contract 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 sub-contracts.
- 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 County Board of Supervisors 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.

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

- 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 County 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)

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 County 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)

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

Page 3 of 3

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 12 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 12 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 BABY LAW

AS-NEEDED SECURITY GUARD SERVICES

Safely Surrendered



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.

Every baby deserves a chance for a healthy life. If someone you know is considering abandoning a baby, let her know there are other options. For three days (72 hours) after birth, a baby can be surrendered to staff at any hospital or fire station in Los Angeles County.

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?

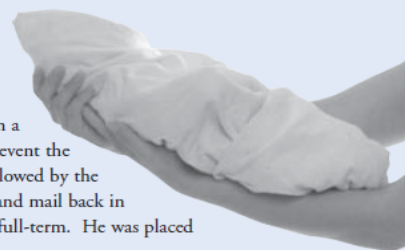
Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

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 brazaletes y el padre/madre o el adulto que lo entregue recibirá un brazaletes 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 Angeles 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 brazaletes 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.

