



OFFICE OF THE SHERIFF

COUNTY OF LOS ANGELES

HALL OF JUSTICE

ROBERT G. LUNA, SHERIFF



ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

December 17, 2024

59 December 17, 2024

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

EDWARD YEN
EXECUTIVE OFFICER

Dear Supervisors:

APPROVE SOLE SOURCE AMENDMENTS TO EXTEND TWO PROPOSITION A CONTRACTS: NUMBER 78467 WITH UNIVERSAL PROTECTION SERVICES, LP DBA ALLIED UNIVERSAL SECURITY SERVICES, AND NUMBER 78469 WITH SECURITAS SECURITY SERVICES, USA, INC. FOR ARMED AND UNARMED SECURITY GUARD SERVICES (ALL DISTRICTS) (3 VOTES)

SUBJECT

The Los Angeles County (County) Sheriff's Department (Department) is seeking the Board's approval of Sole Source Amendments (Amendments) to Proposition A contracts (Contracts) Number 78467 with Universal Protection Services, LP, DBA Allied Universal Security Services (Allied), and Number 78469 with Securitas Security Services, USA, Inc. (Securitas), which will extend the term of both Contracts for a 12-month extension period. The Amendments will allow armed and unarmed security guard services (Guard Services) provided at County buildings to remain uninterrupted while the Department completes the process of a competitive solicitation for a successor contract or contracts. The delivery of Guard Services will continue to be cost-effective during the extension term.

211 WEST TEMPLE STREET, LOS ANGELES, CALIFORNIA 90012

A Tradition of Service
— Since 1850 —

IT IS RECOMMENDED THAT THE BOARD:

1. Delegate authority to the Sheriff, or his designee, to execute Amendments, substantially similar to the attached Amendments to extend the term of the Contracts for a 12-month extension period from January 1, 2025, through December 31, 2025, and to increase the Maximum Contract Sum to \$274,630,957.51 for Allied, and to \$344,411,529.63 for Securitas, and to increase the Maximum Contract Sums by not more than 10 percent for any increase in Guard Services for the term of each Contract.
2. Delegate authority to the Sheriff, or his designee, to terminate either or both Contracts for convenience, either in whole or in part, if necessary, with a 30-calendar-day written notice once the Department has completed the solicitation process for a replacement contract or contracts.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The recommended actions will enable the Department to continue deploying approximately 645 armed and unarmed security guards and security guard supervisors to 180 County facilities distributed within the Central Zone, South Zone, and North Zone geographical units of the Department's County Services Bureau. Securitas provides services in the Central and South Zones, and Allied provides services in the North Zone.

On January 5, 2016, the Board approved and authorized the Contracts for Guard Services with Allied and Securitas with an initial term from February 1, 2016, through January 31, 2019, plus three additional one-year extension options, with a final expiration date of January 31, 2022.

On December 21, 2021, appearing on the Board agenda as Item #25, the Department sought Board approval to extend the Contracts with Allied and Securitas for a period of five months, from February 1, 2022, through June 30, 2022, with an option period of up to six additional months. Per a motion by Supervisor Janice Hahn, the Board adopted the five-month extension period, but removed the six-month option period, pending the outcome of the December 7, 2021, Board Motion by Supervisors Hilda L. Solis and Janice Hahn regarding: Health Care for Contracted Employees.

On March 10, 2022, in accordance with Board Policy 5.100, the Department provided the Board with advance notification of its intent to enter negotiations for sole source amendments to extend the Contracts for a period of one year, plus an option for up to six-months in any increment to prevent disruption of Guard Services, while the Department completes its solicitation for a successor contract.

On June 14, 2022, the Board delegated authority to the Sheriff, or his designee, to execute Amendment Number Eight to the Contracts to extend the term of the Contracts for one-year, from July 1, 2022, through June 30, 2023, plus an option to extend for up to six additional months.

On June 20, 2023, through delegated authority, the Department executed Amendment Number Ten to extend the term of the Contracts for six months, from July 1, 2023, through December 31, 2023.

On November 21, 2023, through delegated authority, the Department executed Amendment Number Eleven to extend the term of the Contracts for one year, from January 1, 2024, through December 31, 2024. The Contracts will expire on December 31, 2024.

On July 11, 2024, in accordance with Board Policy 5.100, the Department provided the Board with advance notification of its intent to enter negotiations for sole source amendments to extend the Contracts for a period of one year, to prevent disruption of Guard Services, while the Department completes its solicitation for a successor contract.

Implementation of Strategic Plan Goals

The requested actions support the County Strategic Plan's North Star 2: Foster Vibrant and Resilient Communities; Focus Area Goal C: Public Safety: Enhance the safety of the public and our communities by addressing the risks, danger, harm, and conditions that cause, drive, or can help mitigate unlawful activity and crime and supports law enforcement accountability and transparency; Strategy i. Prevention, Protection, and Security: Support and invest in innovative practices, crime prevention resources, and infrastructure to provide protection and security.

FISCAL IMPACT/FINANCING

This is a zero net County cost program. All Guard Services expenses are fully reimbursable to the Department by billings to the following client departments: Aging and Disabilities, Agricultural Commissioner/Weights and Measures, Assessor, Auditor-Controller, Chief Executive Office, Child Support Services, Children and Family Services, District Attorney, Economic Opportunity, Internal Services, Library, Mental Health, Military and Veterans Affairs, Probation, Public Health, Public Works, Regional Planning, Registrar-Recorder/County Clerk, Superior Court, and Treasurer and Tax Collector.

The hourly rate increases for the Amendment term are provided in attached Exhibit B, Pricing Schedule. The cost for providing Guard Services during the Amendment term

is estimated to be \$36 million for Allied and \$44 million for Securitas. The estimates are based upon the service levels currently requested by the client departments and include a 10 percent contingency allowance for unforeseen increases in Guard Services or locations.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

On January 5, 2016, the Board approved and authorized the Contracts for Guard Services with Allied and Securitas with an initial term from February 1, 2016, through January 31, 2019, plus three additional one-year extension options, with a final expiration date of January 31, 2022.

The Contracts were amended on eleven occasions to reflect the exercise of the option terms, add and/or update new County-mandated provisions, update the living wage requirements, and to remove references to the Department of Health Services and the Department of Public Social Services. Additionally, the Contract with Allied (originally AlliedBarton) was amended to memorialize the Contractor's name change.

Allied and Securitas will continue to be responsible for providing Guard Services on an ongoing basis.

Allied and Securitas are compliant with all Board and Chief Executive Office requirements, including Jury Service Program, Safely Surrendered Baby Law, Defaulted Property Tax Reduction Program, and the Living Wage Program (County Code Chapter 2.201) requirements.

The Contracts, including the proposed Amendments, continue to meet Proposition A cost effectiveness criteria.

County Counsel will approve the Amendments as to form prior to execution.

IMPACT ON CURRENT SERVICES

Approval of this action will allow the Department to efficiently provide uninterrupted Guard Services to client departments to ensure the continued security of their customers.

The Honorable Board of Supervisors
December 17, 2024
Page 5

CONCLUSION

Upon Board approval, please return two adopted copies of the Board letter to the Department's Contracts Unit.

Sincerely,

A handwritten signature in blue ink that reads "R. Luna". The signature is written in a cursive style with a large, looped "R" and a stylized "Luna".

ROBERT G. LUNA
SHERIFF

SOLE SOURCE CHECKLIST

Department Name: SHERIFF'S

New Sole Source Contract

Sole Source Amendment to Existing Contract

Date Existing Contract First Approved: 1/5/16, eff 2/1/16

Check (✓)	JUSTIFICATION FOR SOLE SOURCE CONTRACTS Identify applicable justification and provide documentation for each checked item.
<input type="checkbox"/>	➤ Only one bona fide source (monopoly) for the service exists; performance and price competition are not available. A monopoly is an <i>“Exclusive control of the supply of any service in a given market. If more than one source in a given market exists, a monopoly does not exist.”</i>
<input type="checkbox"/>	➤ Compliance with applicable statutory and/or regulatory provisions.
<input type="checkbox"/>	➤ Compliance with State and/or federal programmatic requirements.
<input type="checkbox"/>	➤ Services provided by other public or County-related entities.
<input type="checkbox"/>	➤ Services are needed to address an emergent or related time-sensitive need.
<input type="checkbox"/>	➤ The service provider(s) is required under the provisions of a grant or regulatory requirement.
<input type="checkbox"/>	➤ Additional services are needed to complete an ongoing task and it would be prohibitively costly in time and money to seek a new service provider.
<input checked="" type="checkbox"/>	➤ Services are needed during the time period required to complete a solicitation for replacement services; provided services are needed for 12 months from the expiration of an existing contract which has no available option periods.
<input type="checkbox"/>	➤ Maintenance and support services are needed for an existing solution/system during the time to complete a solicitation for a new replacement solution/ system; provided the services are needed for no more than 24 months from the expiration of an existing maintenance and support contract which has no available option periods.
<input type="checkbox"/>	➤ Maintenance service agreements exist on equipment which must be serviced by the original equipment manufacturer or an authorized service representative.
<input type="checkbox"/>	➤ It is more cost-effective to obtain services by exercising an option under an existing contract.
<input type="checkbox"/>	➤ It is in the best economic interest of the County (e.g., significant costs to replace an existing system or infrastructure, administrative cost savings and excessive learning curve for a new service provider, etc.) In such cases, departments must demonstrate due diligence in qualifying the cost-savings or cost-avoidance associated with the best economic interest of the County.

Rene' Phillips

Chief Executive Office

11/08/24

Date

**QUESTIONNAIRE FOR SOLE SOURCE AMENDMENTS TO CONTRACTS NUMBER 78467
WITH ALLIED UNIVERSAL SECURITY SERVICES AND NUMBER 78469 WITH
SECURITAS SECURITY SERVICES, USA, INC.**

It is the policy of the County to solicit the maximum number of bids/proposals for a commodity or service from the largest relevant market and to select vendors on a competitive basis.

There are certain acquisitions, which when in the best interest of the County, can only be obtained from a sole source. Sole source acquisitions must be justified in sufficient detail to explain the basis for suspending the usual competitive procurement process.

NOTE: Please refer to Procedure P-3700 of the ISD Purchasing Policies on Procedures Manual.

**DOCUMENTATION FOR SOLE SOURCE JUSTIFICATION MUST INCLUDE RESPONSES
TO THE FOLLOWING QUESTIONS:**

1. What is being requested?

The Sheriff's Department (Department) is seeking the Board's approval of Sole Source Amendments (Amendments) to Proposition A Contracts (Contracts) Number 78467 with Universal Protection Services, LP, DBA Allied Universal Security Services (Allied), and Number 78469 with Securitas Security Services, USA, Inc. (Securitas), which will extend the term of both Contracts for a 12 month extension period. This extension will allow the Department to complete the competitive solicitation process for a successor contract(s) which will avoid interruption of security guard services for client departments.

2. Why is the product needed – how will it be used?

Allied and Securitas will continue to provide approximately 645 armed and unarmed security guards and security guard supervisors in 180 County facilities and clinics assuring client department locations are safe for County residents seeking County services.

3. Is the “brand” of product the only one that meets the user’s requirements? If yes, what is unique about the product?

No, the Department is completing the solicitation for a successor contract(s).

4. Have other products/vendors been considered? If yes, which products/vendors have been considered and how did they fail to meet the user’s requirements?

An open and competitive Proposition A solicitation was posted on October 16, 2024. Proposals are due January 2, 2025.

5. Will purchase of this product avoid other costs, e.g. data conversion, etc? Or will it incur additional costs, e.g. training, conversion, etc?

N/A

6. Is the product proprietary or is it available from various dealers? Have you verified this?

N/A

7. Reasonableness of Price. Does the County obtain a percentage discount or special discount not available to the private sector?

N/A

8. What is the dollar value of existing equipment and the Purchase Order No. for the existing equipment?

N/A

**AMENDMENT NUMBER TWELVE
TO
CONTRACT NUMBER 78467
FOR ARMED AND UNARMED SECURITY GUARD SERVICES**

This Amendment Number Twelve (Amendment) to Contract Number 78467 (Contract) is entered into by and between the County of Los Angeles (County) and Universal Protection Service, LP dba Allied Universal Security Services (Contractor) (formerly AlliedBarton Security Services, LP), effective upon execution by both parties.

- A. WHEREAS, on January 5, 2016, County and Contractor entered into the Contract with a commencement date of February 1, 2016, to provide Armed and Unarmed Security Guard Services for the Los Angeles County Sheriff's Department (Department); and
- B. WHEREAS, on February 22, 2017, County and Contractor entered into Amendment Number One to the Contract to (1) memorialize the merger of the parent companies of AlliedBarton Security Services, LP and Universal Services of America, and the corporate name change of the California operating entity from AlliedBarton Security Services, LP to Universal Protection Service, LP dba Allied Universal Security Services; (2) replace Sub-paragraph 4.1 to clarify the Contract commencement date; (3) replace Sub-paragraph 8.1 (Amendments and Change Notices) to correct an administrative process; (4) add the County-mandated provision regarding Compliance with Zero Tolerance Human Trafficking; (5) replace Sub-paragraph 9.1 (Compliance with the County's Living Wage Program) to update the County's Living Wage Ordinance; (6) replace Sub-paragraph 4.1.2 (County Staffing Plan) of Exhibit A (Statement of Work) to correct an administrative process; (7) replace Exhibit B (Pricing Schedule) to reflect costs associated with compliance with the updated County's Living Wage Ordinance, and (8) update the County Living Wage Ordinance exhibits; and
- C. WHEREAS, on January 23, 2019, County and Contractor entered into Amendment Number Two to the Contract to (1) exercise the first-one-year option period and extend the term of the Contract from February 1, 2019, through and including January 31, 2020; (2) update the County-mandated provisions regarding Assignment and Delegation/Mergers or Acquisitions, Consideration of Hiring GAIN-GROW Participants, Safely Surrendered Baby Law, and County's Quality Assurance Plan; and (3) add the County-mandated provisions regarding Default Method of Payment: Direct Deposit or Electronic Funds Transfer, Compliance with Fair Chance Employment Practices, and Compliance with the County Policy of Equity; and
- D. WHEREAS, on June 4, 2019, County and Contractor entered into Amendment Number Three to (1) remove all references to DHS including DHS locations/addresses, staffing levels/plans, pricing schedules, and contract language throughout the Contract; (2) update the County-mandated provision regarding Compliance with Fair Chance Employment Practices; (3) update Attachment 1 (Location/address) of Exhibit A (Statement of Work) to remove DHS information; (4) update Attachment 2 (Minimum Staffing Plan by SPA) of Exhibit A (Statement of Work)

**AMENDMENT NUMBER TWELVE
TO
CONTRACT NUMBER 78467
FOR ARMED AND UNARMED SECURITY GUARD SERVICES**

to remove DHS staffing levels/plans; and (5) update Exhibit B (Pricing Schedule) to correct the costs associated with compliance with the County's Living Wage Ordinance as modified under Amendment Number One; and

- E. WHEREAS, on January 10, 2020, County and Contractor entered into Amendment Number Four to (1) exercise the second one-year option period and extend the term of the Contract from February 1, 2020, through and including January 31, 2021; and (2) update the County Living Wage Ordinance Exhibit K (Living Wage Rate Annual Adjustments) of the Contract; and
- F. WHEREAS, on November 18, 2020, County and Contractor entered into Amendment Number Five to (1) exercise the third and final one-year option period and extend the term of the Contract from February 1, 2021, through and including January 31, 2022; (2) add County-mandated provision regarding Prohibition from Participation in Future Solicitation(s); and (3) update the County Living Wage Ordinance Exhibit K (Living Wage Rate Annual Adjustments) of the Contract; and
- G. WHEREAS, on November 10, 2021, County and Contractor entered into Amendment Number Six to (1) cease all services provided to DPSS under this Contract and remove all references herein to services specific to DPSS, including applicable locations/addresses, staffing levels/plans, and Contract language throughout the Contract and relevant exhibits; (2) update the County-mandated provision regarding Facsimile Representations; (3) update Attachment 1 (Location/address) of Exhibit A (Statement of Work) to remove DPSS information; and (4) update Attachment 2 (Minimum Staffing Plan by SPA) of Exhibit A (Statement of Work) to remove DPSS staffing levels/plans; and
- H. WHEREAS, on January 27, 2022, County and Contractor entered into Amendment Number Seven to (1) extend the term of the Contract for five months, from February 1, 2022, through and including June 30, 2022; (2) add County-mandated provision regarding the COVID-19 Vaccinations of County Contractor Personnel; and (3) update the County Living Wage Ordinance Exhibit K (Living Wage Rate Annual Adjustments), effective January 1, 2022, of the Contract; and
- I. WHEREAS, on June 23, 2022, County and Contractor entered into Amendment Number Eight to (1) extend the term of the Contract for one year, from July 1, 2022, through and including June 30, 2023, with an option to extend for up to six additional months, in any increment; (2) update the County-mandated provisions regarding Contractor's Acknowledgement of County's Commitment to the Safely Surrendered Baby Law, Notice to Employees Regarding the Safely Surrender Baby Law, Compliance with Fair Chance Employment Practices and Employee Retention Rights; (3) update Exhibit B (Pricing Schedule) to add the Maximum Annual Contract Sums

**AMENDMENT NUMBER TWELVE
TO
CONTRACT NUMBER 78467
FOR ARMED AND UNARMED SECURITY GUARD SERVICES**

for the extension period; and (4) update Exhibit G4 - COVID-19 Certification of Compliance to provide clarification for Contractor Personnel; and

- J. WHEREAS, on January 27, 2023, County and Contractor entered into Amendment Number Nine to update the County Living Wage Ordinance Exhibit K (Living Wage Rate Annual Adjustments) of the Contract, effective January 1, 2023; and
- K. WHEREAS, on June 20, 2023, County and Contractor entered into Amendment Number Ten to (1) exercise the six-month option and extend the term of the Contract from July 1, 2023, through and including December 31, 2023; (2) delete County-mandated provision regarding the COVID-19 Vaccinations of County Contractor Personnel; and (3) delete Exhibit G4 (COVID-19 Vaccination Certification of Compliance); and
- L. WHEREAS, on December 4, 2023, County and Contractor entered into Amendment Number Eleven to (1) extend the term of the Contract for 12 months from January 1, 2024, through and including December 31, 2024; (2) updated the current Maximum Annual Contract Sum, to add the Maximum Annual Contract Sum and update the Maximum Contract Sum for the extension period; (3) update Exhibit B (Pricing Schedule) to reflect extension rates; and (4) update the County Living Wage Ordinance Exhibit K (Living Wage Rate Annual Adjustments), effective January 1, 2024; and
- M. WHEREAS, the Contract currently expires on December 31, 2024; and
- N. WHEREAS, County and Contractor agree to (1) extend the term of the Contract for 12 months from January 1, 2025, through and including December 31, 2025; (2) add the Maximum Annual Contract Sum and update the Maximum Contract Sum for the extension period; (3) update the County-mandated provisions regarding Consideration of Hiring GAIN/START Participants, Counterparts and Electronic Signatures and Representations, Public Records Act, and Termination for Improper Consideration; (4) add the County-mandated provisions regarding Injury and Illness Prevention Program and Campaign Contribution Prohibition Following Final Decision in Contract Proceeding; (5) update Exhibit B (Pricing Schedule) to reflect extension rates; and (6) update the County Living Wage Ordinance Exhibit K (Living Wage Rate Annual Adjustments), effective January 1, 2025.

NOW THEREFORE, in consideration of the mutual covenants set forth herein, and for good and valuable consideration, County and Contractor hereby agree to amend the Contract as follows:

**AMENDMENT NUMBER TWELVE
TO
CONTRACT NUMBER 78467
FOR ARMED AND UNARMED SECURITY GUARD SERVICES**

1. Paragraph 4.0 (Term of Contract) of the Contract is deleted in its entirety and replaced as follows to extend the term of the Contract for 12 months, from January 1, 2025, through and including December 31, 2025:

4.0 TERM OF CONTRACT

- 4.1 The term of this Contract shall commence on February 1, 2016, and terminate on December 31, 2025, unless sooner terminated or extended, in whole or in part, as provided in the Contract.
- 4.2 The County maintains databases that track/monitor contractor performance history. Information entered into such database may be used for a variety of purposes, including determining whether the County will exercise an extension option.
- 4.3 If applicable, the Contractor shall notify the Department when this Contract is within six (6) months of the expiration of the term as provided for hereinabove. Upon occurrence of this event, Contractor shall send written notification to the County Project Director at the address herein provided in Exhibit E (County's Administration).

2. Paragraph 5.0 (Contract Sum), sub-paragraph 5.1 only, of the Contract is amended as follows to add the Maximum Annual Contract Sum and update the Maximum Contract Sum for the extension period:

<u>Year One</u>	<u>Year Two</u>	<u>Year Three</u>
\$26,939,638.29	\$31,916,334.01	\$35,250,006.40

<u>First Option</u>	<u>Second Option</u>	<u>Third Option</u>
\$26,005,114.01	\$20,255,917.15	\$18,813,108.11

5 Month Ext. Option (2/1/22-6/30/22)
\$8,263,173.67

One Year Extension (7/1/22-6/30/23)
\$25,905,369.63

6 Month Ext. Option (7/1/23-12/31/23)
\$14,165,233.65

12 Months Extension (1/1/24-12/31/24)
\$31,836,687.04

**AMENDMENT NUMBER TWELVE
TO
CONTRACT NUMBER 78467
FOR ARMED AND UNARMED SECURITY GUARD SERVICES**

12 Months Extension (1/1/25-12/31/25)
\$35,280,375.55

The Maximum Contract Sum shall be \$274,630,957.51.

3. Paragraph 8.11 (Consideration of Hiring GAIN-GROW Participants) of the Contract is deleted in its entirety and replaced as follows to update the County-mandated provision regarding Consideration of Hiring GAIN/START Participants:

8.11 Consideration of Hiring GAIN/START Participants

8.11.1 Should the Contractor require additional or replacement personnel after the effective date of this Contract, the Contractor will 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 Skills and Training to Achieve Readiness for Tomorrow (START) Program who meet the Contractor's minimum qualifications for the open position. For this purpose, consideration will mean that the Contractor will interview qualified candidates. The County will refer GAIN/ START participants by job category to the Contractor. Contractors must report all job openings with job requirements to: gainstart@dpss.lacounty.gov and BSERVICES@OPPORTUNITY.LACOUNTY.GOV and DPSS will refer qualified GAIN/START job candidates.

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

4. Paragraph 8.18 (Counterparts and Electronic Signatures and Representations) of the Contract is deleted in its entirety and replaced as follows to update the County-mandated provision regarding Counterparts and Electronic Signatures and Representations:

8.18 Counterparts and Electronic Signatures and Representations

8.18.1 This Contract may be executed in two or more counterparts, each of which will be deemed an original but all of which together will constitute one and the same Contract. The facsimile, email or electronic signature of the parties will be deemed to constitute original signatures, and facsimile or electronic copies hereof will be deemed to constitute duplicate originals.

**AMENDMENT NUMBER TWELVE
TO
CONTRACT NUMBER 78467
FOR ARMED AND UNARMED SECURITY GUARD SERVICES**

8.18.2 The County and the Contractor hereby agree to regard electronic representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Amendments and Change Notices prepared pursuant to sub-paragraph 8.1 (Amendments and Change Notices) and received via communications facilities (facsimile, email or electronic signature), as legally sufficient evidence that such legally binding signatures have been affixed to Amendments and Change Notices to this Contract.

5. Paragraph 8.36 (Public Records Act) of the Contract is deleted in its entirety and replaced as follows to update the County-mandated provision regarding the Public Records Act:

8.36 Public Records Act

8.36.1 Any documents submitted by the Contractor; all information obtained in connection with County's right to audit and inspect the Contractor's documents, books, and accounting records pursuant to sub-paragraph 8.38 (Record Retention and Inspection-Audit Settlement) of this Contract; as well as those documents which were required to be submitted in response to the Request for Proposals (RFP) used in the solicitation process for this Contract, become the exclusive property of the County. All such documents become a matter of public record and will be regarded as public records. Exceptions will be those elements in the California Government Code Section 7291 et seq. (Public Records Act) and which are marked "trade secret," "confidential," or "proprietary". The County will 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 County from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act.

6. Paragraph 8.44 (Termination for Improper Consideration) of the Contract is deleted in its entirety and replaced as follows to update the County-mandated provision regarding Termination for Improper Consideration:

**AMENDMENT NUMBER TWELVE
TO
CONTRACT NUMBER 78467
FOR ARMED AND UNARMED SECURITY GUARD SERVICES**

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 the 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 will 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 must immediately report any attempt by a County officer, employee, or agent to solicit such improper consideration. The report must be made to the Los Angeles County Fraud Hotline at (800) 544-6861 or <https://fraud.lacounty.gov/>.

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.

7. Paragraph 8.59 (Injury and Illness Prevention Program) is added to the Contract as follows to add the County-mandated provision regarding the Injury and Illness Prevention Program:

8.59 Injury and Illness Prevention Program

Contractor will be required to comply with the State of California's Cal OSHA's regulations. California Code of Regulations Title 8 Section 3203 requires all California employers to have a written, effective Injury and Illness Prevention Program (IIPP) that addresses hazards pertaining to the particular workplace covered by the program.

8. Paragraph 8.60 (Campaign Contribution Prohibition Following Final Decision in Contract Proceeding) is added to the Contract as follows to add the County-mandated provision regarding Campaign Contribution Prohibition Following Final Decision in Contract:

**AMENDMENT NUMBER TWELVE
TO
CONTRACT NUMBER 78467
FOR ARMED AND UNARMED SECURITY GUARD SERVICES**

8.61 Campaign Contribution Prohibition Following Final Decision in Master Agreement Proceeding

Pursuant to Government Code Section 84308, Contractor and its subcontractors, are prohibited from making a contribution of more than \$250 to a County officer for twelve (12) months after the date of the final decision in the proceeding involving this Contract. Failure to comply with the provisions of Government Code Section 84308 and of this paragraph, may be a material breach of this Contract as determined in the sole discretion of the County.

9. Exhibit B (Pricing Schedule) of the Contract is deleted in its entirety and replaced with the revised Exhibit B (Pricing Schedule), attached hereto, to add the rates and cost of the extension period.
10. Exhibit K (Living Wage Rate Annual Adjustments) of the Contract is deleted in its entirety and replaced with the revised Exhibit K (Living Wage Rate Annual Adjustment), attached hereto, to provide Contractor with the updated County Living Wage Ordinance hourly rates, effective January 1, 2025.
11. Except as expressly provided in this Amendment Number Twelve, all other terms, covenants, and conditions of the Contract shall remain the same and in full force and effect.
12. Contractor represents and warrants that the person executing this Amendment Number Twelve for Contractor is an authorized agent who has actual authority to bind Contractor to each and every item, condition, and obligation of this Amendment and that all requirements of Contractor have been fulfilled to provide such actual authority.

**AMENDMENT NUMBER TWELVE
TO
CONTRACT NUMBER 78467
FOR ARMED AND UNARMED SECURITY GUARD SERVICES**

IN WITNESS WHEREOF, the parties hereto have caused this Amendment Number Twelve to be executed by their duly authorized representatives on the dates written below.

COUNTY OF LOS ANGELES

By: _____
ROBERT G. LUNA, SHERIFF

Date: _____

UNIVERSAL PROTECTION SERVICE, LP dba
ALLIED UNIVERSAL SECURITY SERVICES


Signed: _____

Printed: _____

Title: _____

Date: _____

APPROVED AS TO FORM:
DAWYN R. HARRISON
County Counsel

By: 
Michele Jackson
Principal Deputy County Counsel

**AMENDMENT NUMBER TWELVE
TO
CONTRACT NUMBER 78469
FOR ARMED AND UNARMED SECURITY GUARD SERVICES**

This Amendment Number Twelve (Amendment) to Contract Number 78469 (Contract) is entered into by and between the County of Los Angeles (County) and Securitas Security Services, USA, Inc. (Contractor), effective upon execution by both parties.

- A. WHEREAS, on January 5, 2016, County and Contractor entered into the Contract with a commencement date of February 1, 2016, to provide Armed and Unarmed Security Guard Services for the Los Angeles County Sheriff's Department (Department); and
- B. WHEREAS, on February 13, 2017, County and Contractor entered into Amendment Number One to the Contract to (1) to replace Sub-paragraph 4.1 to clarify the Contract commencement date, (2) replace Sub-paragraph 8.1 (Amendments and Change Notices) to correct an administrative process, (3) add the County-mandated provision regarding Compliance with Zero Tolerance Human Trafficking, (4) replace Sub-paragraph 9.1 (Compliance with the County's Living Wage Program) to update the County's Living Wage Ordinance, (5) replace Sub-paragraph 4.1.2 (County Staffing Plan) of Exhibit A (Statement of Work) to correct an administrative process, (6) replace Exhibit B (Pricing Schedule) to reflect costs associated with the updated County's Living Wage Ordinance, and (7) update the County's Living Wage Ordinance Exhibits; and
- C. WHEREAS, on January 8, 2019, County and Contractor entered into Amendment Number Two to the Contract to (1) exercise the first-one-year option period and extend the term of the Contract from February 1, 2019, through and including January 31, 2020; (2) update the County-mandated provisions regarding Assignment and Delegation/Mergers or Acquisitions, Consideration of Hiring GAIN-GROW Participants, Safely Surrendered Baby Law, and County's Quality Assurance Plan; and (3) add the County-mandated provisions regarding Default Method of Payment: Direct Deposit or Electronic Funds Transfer, Compliance with Fair Chance Employment Practices, and Compliance with the County Policy of Equity; and
- D. WHEREAS, on June 4, 2019, County and Contractor entered into Amendment Number Three to (1) remove all references to DHS including DHS locations/addresses, staffing levels/plans, pricing schedules, and contract language throughout the Contract; (2) update the County-mandated provision regarding Compliance with Fair Chance Employment Practices; (3) update Attachment 1 (Location/address) of Exhibit A (Statement of Work) to remove DHS information; (4) update Attachment 2 (Minimum Staffing Plan by SPA) of Exhibit A (Statement of Work) to remove DHS staffing levels/plans; and (5) update Exhibit B (Pricing Schedule) to correct the costs associated with compliance with the County's Living Wage Ordinance as modified under Amendment Number One; and

**AMENDMENT NUMBER TWELVE
TO
CONTRACT NUMBER 78469
FOR ARMED AND UNARMED SECURITY GUARD SERVICES**

- E. WHEREAS, on January 10, 2020, County and Contractor entered into Amendment Number Four to (1) exercise the second one-year option period and extend the term of the Contract from February 1, 2020, through and including January 31, 2021; and (2) update the County Living Wage Ordinance Exhibit K (Living Wage Rate Annual Adjustments) of the Contract; and
- F. WHEREAS, on November 18, 2020, County and Contractor entered into Amendment Number Five to (1) exercise the third and final one-year option period and extend the term of the Contract from February 1, 2021, through and including January 31, 2022; (2) add County-mandated provision regarding Prohibition from Participation in Future Solicitation(s); and (3) update the County Living Wage Ordinance Exhibit K (Living Wage Rate Annual Adjustments) of the Contract; and
- G. WHEREAS, on November 10, 2021, County and Contractor entered into Amendment Number Six to (1) cease all services provided to DPSS under this Contract and remove all references herein to services specific to DPSS, including applicable locations/addresses, staffing levels/plans, and Contract language throughout the Contract and relevant exhibits; (2) update the County-mandated provision regarding Facsimile Representations; (3) update Attachment 1 (Location/address) of Exhibit A (Statement of Work) to remove DPSS information; and (4) update Attachment 2 (Minimum Staffing Plan by SPA) of Exhibit A (Statement of Work) to remove DPSS staffing levels/plans; and
- H. WHEREAS, on January 24, 2022, County and Contractor entered into Amendment Number Seven to (1) extend the term of the Contract for five months, from February 1, 2022, through and including June 30, 2022; (2) add County-mandated provision regarding the COVID-19 Vaccinations of County Contractor Personnel; and (3) update the County Living Wage Ordinance Exhibit K (Living Wage Rate Annual Adjustments), effective January 1, 2022, of the Contract; and
- I. WHEREAS, on June 23, 2022, County and Contractor entered into Amendment Number Eight to (1) extend the term of the Contract for one year, from July 1, 2022, through and including June 30, 2023, with an option to extend for up to six additional months, in any increment; (2) update the County-mandated provisions regarding Contractor's Acknowledgement of County's Commitment to the Safely Surrendered Baby Law, Notice to Employees Regarding the Safely Surrender Baby Law, Compliance with Fair Chance Employment Practices and Employee Retention Rights; (3) update Exhibit B (Pricing Schedule) to add the Maximum Annual Contract Sums for the extension period; and (4) update Exhibit G4 - COVID-19 Certification of Compliance to provide clarification for Contractor Personnel; and

**AMENDMENT NUMBER TWELVE
TO
CONTRACT NUMBER 78469
FOR ARMED AND UNARMED SECURITY GUARD SERVICES**

- J. WHEREAS, on January 11, 2023, County and Contractor entered into Amendment Number Nine to update the County Living Wage Ordinance Exhibit K (Living Wage Rate Annual Adjustments) of the Contract, effective January 1, 2023; and
- K. WHEREAS, on June 20, 2023, County and Contractor entered into Amendment Number Ten to (1) exercise the six-month option and extend the term of the Contract from July 1, 2023, through and including December 31, 2023; (2) delete County-mandated provision regarding the COVID-19 Vaccinations of County Contractor Personnel; and (3) delete Exhibit G4 (COVID-19 Vaccination Certification of Compliance); and
- L. WHEREAS, on December 4, 2023, County and Contractor entered into Amendment Number Eleven to (1) extend the term of the Contract for 12 months from January 1, 2024, through and including December 31, 2024; (2) update the current Maximum Annual Contract Sum, to add the Maximum Annual Contract Sum and update the Maximum Contract Sum for the extension period; (3) update Exhibit B (Pricing Schedule) to reflect extension rates; and (4) update the County Living Wage Ordinance Exhibit K (Living Wage Rate Annual Adjustments), effective January 1, 2024; and
- M. WHEREAS, the Contract currently expires on December 31, 2024; and
- N. WHEREAS, County and Contractor agree to (1) extend the term of the Contract for 12 months from January 1, 2025, through and including December 31, 2025; (2) add the Maximum Annual Contract Sum and update the Maximum Contract Sum for the extension period; (3) update the County-mandated provisions regarding Consideration of Hiring GAIN/START Participants, Counterparts and Electronic Signatures and Representations, Public Records Act, and Termination for Improper Consideration; (4) add the County-mandated provisions regarding Injury and Illness Prevention Program and Campaign Contribution Prohibition Following Final Decision in Contract Proceeding; (5) update Exhibit B (Pricing Schedule) to reflect extension rates; and (6) update the County Living Wage Ordinance Exhibit K (Living Wage Rate Annual Adjustments), effective January 1, 2025.

NOW THEREFORE, in consideration of the mutual covenants set forth herein, and for good and valuable consideration, County and Contractor hereby agree to amend the Contract as follows:

- 1. Paragraph 4.0 (Term of Contract) of the Contract is deleted in its entirety and replaced as follows to extend the term of the Contract for 12 months, from January 1, 2025, through and including December 31, 2025:

**AMENDMENT NUMBER TWELVE
TO
CONTRACT NUMBER 78469
FOR ARMED AND UNARMED SECURITY GUARD SERVICES**

4.0 TERM OF CONTRACT

- 4.1 The term of this Contract shall commence on February 1, 2016, and terminate on December 31, 2025, unless sooner terminated or extended, in whole or in part, as provided in the Contract.
- 4.2 The County maintains databases that track/monitor contractor performance history. Information entered into such database may be used for a variety of purposes, including determining whether the County will exercise an extension option.
- 4.3 If applicable, the Contractor shall notify the Department when this Contract is within six (6) months of the expiration of the term as provided for hereinabove. Upon occurrence of this event, Contractor shall send written notification to the County Project Director at the address herein provided in Exhibit E (County's Administration).

- 2. Paragraph 5.0 (Contract Sum), sub-paragraph 5.1 only, of the Contract is amended as follows to add the Maximum Annual Contract Sum and update the Maximum Contract Sum for the extension period:

<u>Year One</u>	<u>Year Two</u>	<u>Year Three</u>
\$28,672,002.47	\$38,773,624.95	\$40,761,954.62

<u>First Option</u>	<u>Second Option</u>	<u>Third Option</u>
\$34,723,743.28	\$29,006,270.27	\$27,004,186.88

5 Month Ext. Option (2/1/22-6/30/22)
\$12,168,691.64

One Year Extension (7/1/22-6/30/23)
\$32,743,183.59

6 Month Ext. Option (7/1/23-12/31/23)
\$18,404,732.95

12 Months Extension (1/1/24-12/31/24)
\$38,581,395.73

12 Months Extension (1/1/25-12/31/25)
\$43,571,743.25

**AMENDMENT NUMBER TWELVE
TO
CONTRACT NUMBER 78469
FOR ARMED AND UNARMED SECURITY GUARD SERVICES**

The Maximum Contract Sum shall be \$344,411,529.63.

3. Paragraph 8.11 (Consideration of Hiring GAIN-GROW Participants) of the Contract is deleted in its entirety and replaced as follows to update the County-mandated provision regarding Consideration of Hiring GAIN/START Participants:

8.11 Consideration of Hiring GAIN/START Participants

8.11.1 Should the Contractor require additional or replacement personnel after the effective date of this Contract, the Contractor will 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 Skills and Training to Achieve Readiness for Tomorrow (START) Program who meet the Contractor's minimum qualifications for the open position. For this purpose, consideration will mean that the Contractor will interview qualified candidates. The County will refer GAIN/ START participants by job category to the Contractor. Contractors must report all job openings with job requirements to: gainstart@dpss.lacounty.gov and BSERVICES@OPPORTUNITY.LACOUNTY.GOV and DPSS will refer qualified GAIN/START job candidates.

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

4. Paragraph 8.18 (Counterparts and Electronic Signatures and Representations) of the Contract is deleted in its entirety and replaced as follows to update the County-mandated provision regarding Counterparts and Electronic Signatures and Representations:

8.18 Counterparts and Electronic Signatures and Representations

8.18.1 This Contract may be executed in two or more counterparts, each of which will be deemed an original but all of which together will constitute one and the same Contract. The facsimile, email or electronic signature of the parties will be deemed to constitute original signatures, and facsimile or electronic copies hereof will be deemed to constitute duplicate originals.

8.18.2 The County and the Contractor hereby agree to regard electronic representations of original signatures of authorized officers of each

**AMENDMENT NUMBER TWELVE
TO
CONTRACT NUMBER 78469
FOR ARMED AND UNARMED SECURITY GUARD SERVICES**

party, when appearing in appropriate places on the Amendments and Change Notices prepared pursuant to sub-paragraph 8.1 (Amendments and Change Notices) and received via communications facilities (facsimile, email or electronic signature), as legally sufficient evidence that such legally binding signatures have been affixed to Amendments and Change Notices to this Contract.

5. Paragraph 8.36 (Public Records Act) of the Contract is deleted in its entirety and replaced as follows to update the County-mandated provision regarding the Public Records Act:

8.36 Public Records Act

8.36.1 Any documents submitted by the Contractor; all information obtained in connection with County's right to audit and inspect the Contractor's documents, books, and accounting records pursuant to sub-paragraph 8.38 (Record Retention and Inspection-Audit Settlement) of this Contract; as well as those documents which were required to be submitted in response to the Request for Proposals (RFP) used in the solicitation process for this Contract, become the exclusive property of the County. All such documents become a matter of public record and will be regarded as public records. Exceptions will be those elements in the California Government Code Section 7291 et seq. (Public Records Act) and which are marked "trade secret," "confidential," or "proprietary". The County will 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 County from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act.

6. Paragraph 8.44 (Termination for Improper Consideration) of the Contract is deleted in its entirety and replaced as follows to update the County-mandated provision regarding Termination for Improper Consideration:

**AMENDMENT NUMBER TWELVE
TO
CONTRACT NUMBER 78469
FOR ARMED AND UNARMED SECURITY GUARD SERVICES**

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 the 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 will 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 must immediately report any attempt by a County officer, employee, or agent to solicit such improper consideration. The report must be made to the Los Angeles County Fraud Hotline at (800) 544-6861 or <https://fraud.lacounty.gov/>.

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.

7. Paragraph 8.59 (Injury and Illness Prevention Program) is added to the Contract as follows to add the County-mandated provision regarding the Injury and Illness Prevention Program:

8.59 Injury and Illness Prevention Program

Contractor will be required to comply with the State of California's Cal OSHA's regulations. California Code of Regulations Title 8 Section 3203 requires all California employers to have a written, effective Injury and Illness Prevention Program (IIPP) that addresses hazards pertaining to the particular workplace covered by the program.

8. Paragraph 8.60 (Campaign Contribution Prohibition Following Final Decision in Contract Proceeding) is added to the Contract as follows to add the County-mandated provision regarding Campaign Contribution Prohibition Following Final Decision in Contract:

**AMENDMENT NUMBER TWELVE
TO
CONTRACT NUMBER 78469
FOR ARMED AND UNARMED SECURITY GUARD SERVICES**

8.61 Campaign Contribution Prohibition Following Final Decision in Master Agreement Proceeding

Pursuant to Government Code Section 84308, Contractor and its subcontractors, are prohibited from making a contribution of more than \$250 to a County officer for twelve (12) months after the date of the final decision in the proceeding involving this Contract. Failure to comply with the provisions of Government Code Section 84308 and of this paragraph, may be a material breach of this Contract as determined in the sole discretion of the County.

9. Exhibit B (Pricing Schedule) of the Contract is deleted in its entirety and replaced with the revised Exhibit B (Pricing Schedule), attached hereto, to add the rates and cost of the extension period.
10. Exhibit K (Living Wage Rate Annual Adjustments) of the Contract is deleted in its entirety and replaced with the revised Exhibit K (Living Wage Rate Annual Adjustment), attached hereto, to provide Contractor with the updated County Living Wage Ordinance hourly rates, effective January 1, 2025.
11. Except as expressly provided in this Amendment Number Twelve, all other terms, covenants, and conditions of the Contract shall remain the same and in full force and effect.
12. Contractor represents and warrants that the person executing this Amendment Number Twelve for Contractor is an authorized agent who has actual authority to bind Contractor to each and every item, condition, and obligation of this Amendment and that all requirements of Contractor have been fulfilled to provide such actual authority.

**AMENDMENT NUMBER TWELVE
TO
CONTRACT NUMBER 78469
FOR ARMED AND UNARMED SECURITY GUARD SERVICES**

IN WITNESS WHEREOF, the parties hereto have caused this Amendment Number Twelve to be executed by their duly authorized representatives on the dates written below.

COUNTY OF LOS ANGELES

By: _____
ROBERT G. LUNA, SHERIFF

Date: _____

SECURITAS SECURITY SERVICES, USA, INC.

Signed: _____


Printed: _____

Title: _____

Date: _____

APPROVED AS TO FORM:
DAWYN R. HARRISON
County Counsel

By:



Michele Jackson
Principal Deputy County Counsel

**EXHIBIT B - PRICING SCHEDULE
ARMED AND UNARMED SECURITY GUARD SERVICES
NORTH ZONE - SPAS ONE, TWO, AND FOUR**

NORTH ZONE - SPA ONE - ANTELOPE VALLEY														
GUARD ITEM	HOURS REQUIRED		NORTH ZONE (2/1/16 - 1/31/22) CONTRACT TOTAL	FIVE-MONTH EXTENSION (2/1/22 - 6/30/22)		ONE YEAR EXTENSION (7/1/22 - 6/30/23)		SIX-MONTH EXTENSION (7/1/23 - 12/31/23)		ONE YEAR EXTENSION (1/1/24 - 12/31/24)		ONE YEAR EXTENSION (1/1/25 - 12/31/25)		NORTH ZONE
	MONTHLY	ANNUAL		RATE	5 MONTH EXT.OPTION	RATE	ONE YEAR EXTENSION	RATE	6 MONTH EXT.OPTION	RATE	ONE YEAR EXTENSION	RATE	ONE YEAR EXTENSION	
UNARMED	5,366	64,392	\$ 10,163,633.28											
Effective 2/1/22 - 6/30/22	2,320	11,600		\$ 30.46	\$ 353,336.00									\$ 353,336.00
Effective 7/1/22 - 6/30/23	952	11,421				\$ 37.22	\$ 425,089.62							\$ 425,089.62
Effective 7/1/23 - 12/31/23	952	5,711						\$ 39.10	\$ 223,280.55					\$ 223,280.55
Effective 1/1/24 - 12/31/24	1,318	15,816								\$ 40.27	\$ 636,910.32			\$ 636,910.32
Effective 1/1/25 - 12/31/25	1,656	19,872										\$ 41.52	\$ 825,085.44	\$ 825,085.44
ARMED	12,245	146,940	\$ 25,162,005.60											
Effective 2/1/22 - 6/30/22	10,944	54,720		\$ 34.97	\$ 1,913,558.40									\$ 1,913,558.40
Effective 7/1/22 - 6/30/23	6,003	72,038				\$ 43.71	\$ 3,148,766.99							\$ 3,148,766.99
Effective 7/1/23 - 12/31/23	6,003	36,019						\$ 45.39	\$ 1,634,895.15					\$ 1,634,895.15
Effective 1/1/24 - 12/31/24	7,847	94,164								\$ 48.11	\$ 4,530,230.04			\$ 4,530,230.04
Effective 1/1/25 - 12/31/25	7,576	90,912										\$ 49.60	\$ 4,509,235.20	\$ 4,509,235.20
SUPERVISOR	1,391	16,692	\$ 3,099,036.72											
Effective 2/1/22 - 6/30/22	1,936	9,680		\$ 36.67	\$ 354,965.60									\$ 354,965.60
Effective 7/1/22 - 6/30/23	2,212	26,549				\$ 44.35	\$ 1,177,433.07							\$ 1,177,433.07
Effective 7/1/23 - 12/31/23	2,212	13,274						\$ 45.99	\$ 610,486.44					\$ 610,486.44
Effective 1/1/24 - 12/31/24	2,379	28,548								\$ 48.75	\$ 1,391,715.00			\$ 1,391,715.00
Effective 1/1/25 - 12/31/25	2,039	24,471										\$ 50.26	\$ 1,229,930.55	\$ 1,229,930.55
POST COMMANDER	0	0		N/A		N/A		N/A		N/A		N/A		
Projected Totals	75,352	742,818	\$ 38,424,675.60		\$ 2,621,860.00		\$ 4,751,289.68		\$ 2,468,662.13		\$ 6,558,855.36		\$ 6,564,251.19	\$ 22,964,918.37

**EXHIBIT B - PRICING SCHEDULE
ARMED AND UNARMED SECURITY GUARD SERVICES
NORTH ZONE - SPAS ONE, TWO, AND FOUR**

NORTH ZONE - SPA TWO - SAN FERNANDO VALLEY														
GUARD ITEM	HOURS REQUIRED		NORTH ZONE (2/1/16 - 1/31/22)	FIVE-MONTH EXTENSION (2/1/22 - 6/30/22)		ONE YEAR EXTENSION (7/1/22 - 6/30/23)		SIX-MONTH EXTENSION (7/1/23 - 12/31/23)		ONE YEAR EXTENSION (1/1/24 - 12/31/24)		ONE YEAR EXTENSION (1/1/25 - 12/31/25)		NORTH ZONE
	MONTHLY	ANNUAL	CONTRACT TOTAL	RATE	5 MONTH EXT.OPTION	RATE	ONE YEAR EXTENSION	RATE	6 MONTH EXT.OPTION	RATE	ONE YEAR EXTENSION	RATE	ONE YEAR EXTENSION	
UNARMED	13,620	163,440	\$ 25,797,369.60											
Effective 2/1/22 - 6/30/22	4,304	21,520		\$ 30.46	\$ 655,499.20									\$ 655,499.20
Effective 7/1/22 - 6/30/23	3,014	36,166				\$ 37.32	\$ 1,349,724.45							\$ 1,349,724.45
Effective 7/1/23 - 12/31/23	3,014	18,083						\$ 39.10	\$ 707,050.19					\$ 707,050.19
Effective 1/1/24 - 12/31/24	1,971	23,652								\$ 40.27	\$ 952,466.04			\$ 952,466.04
Effective 1/1/25 - 12/31/25	1,016	12,192										\$ 41.52	\$ 506,211.84	\$ 506,211.84
ARMED	13,268	159,216	\$ 27,264,147.84											
Effective 2/1/22 - 6/30/22	10,368	51,840		\$ 34.97	\$ 1,812,844.80									\$ 1,812,844.80
Effective 7/1/22 - 6/30/23	11,183	134,196				\$ 43.71	\$ 5,865,721.58							\$ 5,865,721.58
Effective 7/1/23 - 12/31/23	11,183	67,098						\$ 45.39	\$ 3,045,585.71					\$ 3,045,585.71
Effective 1/1/24 - 12/31/24	11,050	132,600								\$ 48.11	\$ 6,379,386.00			\$ 6,379,386.00
Effective 1/1/25 - 12/31/25	8,416	100,992										\$ 49.60	\$ 5,009,203.20	\$ 5,009,203.20
SUPERVISOR	2,468	29,616	\$ 5,498,506.56											
Effective 2/1/22 - 6/30/22	2,793	13,965		\$ 36.67	\$ 512,096.55									\$ 512,096.55
Effective 7/1/22 - 6/30/23	2,170	26,042				\$ 44.35	\$ 1,154,952.06							\$ 1,154,952.06
Effective 7/1/23 - 12/31/23	2,170	13,021						\$ 45.99	\$ 598,830.27					\$ 598,830.27
Effective 1/1/24 - 12/31/24	2,431	29,172								\$ 48.75	\$ 1,422,135.00			\$ 1,422,135.00
Effective 1/1/25 - 12/31/25	2,284	27,405										\$ 50.26	\$ 1,377,351.18	\$ 1,377,351.18
POST COMMANDER	0	0		N/A		N/A		N/A		N/A		N/A		
Projected Totals	106,723	1,060,216	\$ 58,560,024.00		\$ 2,980,440.55		\$ 8,370,398.09		\$ 4,351,466.17		\$ 8,753,987.04		\$ 6,892,766.22	\$ 31,349,058.06

**EXHIBIT B - PRICING SCHEDULE
ARMED AND UNARMED SECURITY GUARD SERVICES
NORTH ZONE - SPAS ONE, TWO, AND FOUR**

NORTH ZONE - SPA FOUR - METRO														
GUARD ITEM	HOURS REQUIRED		NORTH ZONE (2/1/16 - 1/31/22)	FIVE-MONTH EXTENSION (2/1/22 - 6/30/22)		ONE YEAR EXTENSION (7/1/22 - 6/30/23)		SIX-MONTH EXTENSION (7/1/23 - 12/31/23)		ONE YEAR EXTENSION (1/1/24 - 12/31/24)		ONE YEAR EXTENSION (1/1/25 - 12/31/25)		NORTH ZONE
	MONTHLY	ANNUAL	CONTRACT TOTAL	RATE	5 MONTH EXT.OPTION	RATE	ONE YEAR EXTENSION	RATE	6 MONTH EXT.OPTION	RATE	ONE YEAR EXTENSION	RATE	ONE YEAR EXTENSION	
UNARMED	29,993	359,916	\$ 56,809,141.44											
Effective 2/1/22 - 6/30/22	4,624	23,120		\$ 30.46	\$ 704,235.20									\$ 704,235.20
Effective 7/1/22 - 6/30/23	4,843	58,116				\$ 37.32	\$ 2,168,870.46							\$ 2,168,870.46
Effective 7/1/23 - 12/31/23	4,843	29,058						\$ 39.10	\$ 1,136,158.03					\$ 1,136,158.03
Effective 1/1/24 - 12/31/24	5,171	62,052								\$ 40.27	\$ 2,498,834.04			\$ 2,498,834.04
Effective 1/1/25 - 12/31/25	4,440	53,280										\$ 41.52	\$ 2,212,185.60	\$ 2,212,185.60
ARMED	15,879	190,548	\$ 32,629,439.52											
Effective 2/1/22 - 6/30/22	12,356	61,780		\$ 34.97	\$ 2,160,446.60									\$ 2,160,446.60
Effective 7/1/22 - 6/30/23	16,506	198,068				\$ 43.71	\$ 8,657,530.43							\$ 8,657,530.43
Effective 7/1/23 - 12/31/23	16,506	99,034						\$ 45.39	\$ 4,495,141.91					\$ 4,495,141.91
Effective 1/1/24 - 12/31/24	16,076	192,912								\$ 48.11	\$ 9,280,996.32			\$ 9,280,996.32
Effective 1/1/25 - 12/31/25	17,588	211,056										\$ 49.60	\$ 10,468,377.60	\$ 10,468,377.60
SUPERVISOR	5,165	61,980	\$ 11,507,206.80											
Effective 2/1/22 - 6/30/22	2,255	11,275		\$ 36.67	\$ 413,454.25									\$ 413,454.25
Effective 7/1/22 - 6/30/23	2,841	34,094				\$ 44.35	\$ 1,512,069.34							\$ 1,512,069.34
Effective 7/1/23 - 12/31/23	2,841	17,047						\$ 45.99	\$ 783,991.76					\$ 783,991.76
Effective 1/1/24 - 12/31/24	3,162	37,944								\$ 48.75	\$ 1,849,770.00			\$ 1,849,770.00
Effective 1/1/25 - 12/31/25	3,148	37,774										\$ 50.26	\$ 1,898,513.20	\$ 1,898,513.20
POST COMMANDER	174	2,088	\$ 488,174.40	N/A		N/A		N/A		N/A		N/A		
Projected Totals	168,410	1,741,140	\$ 101,433,962.16		\$ 3,278,136.05		\$ 12,338,470.23		\$ 6,415,291.70		\$ 13,629,600.36		\$ 14,579,076.40	\$ 50,240,574.73

**EXHIBIT B - PRICING SCHEDULE
ARMED AND UNARMED SECURITY GUARD SERVICES
NORTH ZONE - SPAS ONE, TWO, AND FOUR**

NORTH ZONE - SPAS ONE, TWO, AND FOUR														
GUARD ITEM	HOURS REQUIRED		NORTH ZONE (2/1/16 - 1/31/22) CONTRACT TOTAL	FIVE-MONTH EXTENSION (2/1/22 - 6/30/22)		ONE YEAR EXTENSION (7/1/22 - 6/30/23)		SIX-MONTH EXTENSION (7/1/23 - 12/31/23)		ONE YEAR EXTENSION (1/1/24 - 12/31/24)		ONE YEAR EXTENSION (1/1/25 - 12/31/25)		NORTH ZONE
	MONTHLY	ANNUAL		RATE	5 MONTH EXT.OPTION	RATE	ONE YEAR EXTENSION	RATE	6 MONTH EXT.OPTION	RATE	ONE YEAR EXTENSION	RATE	ONE YEAR EXTENSION	
UNARMED	48,979	587,748	\$ 92,770,144.32											
Effective 2/1/22 - 6/30/22	11,248	56,240		\$ 30.46	\$ 1,713,070.40									\$ 1,713,070.40
Effective 7/1/22 - 6/30/23	8,809	105,703				\$ 37.32	\$ 3,944,826.63							\$ 3,944,826.63
Effective 7/1/23 - 12/31/23	8,809	52,851						\$ 39.10	\$ 2,066,488.76					\$ 2,066,488.76
Effective 1/1/24 - 12/31/24	8,460	101,520								\$ 40.27	\$ 4,088,210.40			\$ 4,088,210.40
Effective 1/1/25 - 12/31/25	7,112	85,344										\$ 41.52	\$ 3,543,482.88	\$ 3,543,482.88
ARMED	41,392	496,704	\$ 85,055,592.96											
Effective 2/1/22 - 6/30/22	33,668	168,340		\$ 34.97	\$ 5,886,849.80									\$ 5,886,849.80
Effective 7/1/22 - 6/30/23	33,692	404,302				\$ 43.71	\$ 17,672,019.00							\$ 17,672,019.00
Effective 7/1/23 - 12/31/23	33,692	202,151						\$ 45.39	\$ 9,175,622.77					\$ 9,175,622.77
Effective 1/1/24 - 12/31/24	34,973	419,676								\$ 48.11	\$ 20,190,612.36			\$ 20,190,612.36
Effective 1/1/25 - 12/31/25	33,580	402,960										\$ 49.60	\$ 19,986,816.00	\$ 19,986,816.00
SUPERVISOR	9,024	108,288	\$ 20,104,750.08											
Effective 2/1/22 - 6/30/22	6,984	34,920		\$ 36.67	\$ 1,280,516.40									\$ 1,280,516.40
Effective 7/1/22 - 6/30/23	7,224	86,684				\$ 44.35	\$ 3,844,454.47							\$ 3,844,454.47
Effective 7/1/23 - 12/31/23	7,224	43,342						\$ 45.99	\$ 1,993,308.47					\$ 1,993,308.47
Effective 1/1/24 - 12/31/24	7,972	95,664								\$ 48.75	\$ 4,663,620.00			\$ 4,663,620.00
Effective 1/1/25 - 12/31/25	7,471	89,650										\$ 50.26	\$ 4,505,794.93	\$ 4,505,794.93
POST COMMANDER	174	2,088	\$ 488,174.40	N/A		N/A		N/A		N/A		N/A		
Projected Totals	350,485	3,544,175	\$ 198,418,661.76		\$ 8,880,436.60		\$ 25,461,300.10		\$ 13,235,420.00		\$ 28,942,442.76		\$ 28,036,093.81	
Projected Totals with 10%					\$ 9,768,480.26		\$ 28,007,430.11		\$ 14,558,962.00		\$ 31,836,687.04		\$ 30,839,703.19	
Actual Expenditure Totals			\$ 159,180,117.97		\$ 8,263,173.67		\$ 25,905,369.63		\$ 14,165,233.65		\$ 31,836,687.04		\$ 35,280,375.55	\$ 274,630,957.51
Total Contract Cost (2/1/16 - 12/31/25)														\$ 274,630,957.51

OVERTIME/SPECIAL RATES NORTH ZONE - SPAS ONE, TWO, AND FOUR														
GUARD ITEM	HOURS REQUIRED		FIVE-MONTH EXTENSION (2/1/22 - 6/30/22)	ONE YEAR EXTENSION (7/1/22 - 6/30/23)		SIX-MONTH EXTENSION (7/1/23 - 12/31/23)		ONE YEAR EXTENSION (1/1/24 - 12/31/24)		ONE YEAR EXTENSION (1/1/25 - 12/31/25)				
	MONTHLY	ANNUAL		RATE	5 MONTH EXT.OPTION	RATE	ONE YEAR EXTENSION	RATE	6 MONTH EXT.OPTION	RATE	ONE YEAR EXTENSION	RATE	ONE YEAR EXTENSION	
UNARMED	876	10,506	\$ 45.69		\$ 55.98		\$ 58.65		\$ 60.41		\$ 62.28	\$ 654,313.68		
ARMED	4,108	49,299	\$ 52.46		\$ 65.57		\$ 68.09		\$ 72.17		\$ 74.40	\$ 3,667,845.60		
SUPERVISOR	131	1,572	\$ 55.01		\$ 66.53		\$ 68.99		\$ 73.13		\$ 75.39	\$ 118,513.08		
POST COMMANDER	N/A	N/A	N/A		N/A		N/A		N/A		N/A			

**EXHIBIT B - PRICING SCHEDULE
ARMED AND UNARMED SECURITY GUARD SERVICES
CENTRAL ZONE - SPAS THREE AND FIVE**

CENTRAL ZONE - SPA THREE - SAN GABRIEL VALLEY														
GUARD ITEM	HOURS REQUIRED		CENTRAL ZONE (2/1/16 -1/31/22)	FIVE-MONTH EXTENSION (2/1/22 - 6/30/22)		ONE YEAR EXTENSION (7/1/22 - 6/30/23)		SIX-MONTH EXTENSION (7/1/23 - 12/31/23)		ONE YEAR EXTENSION (1/1/24 - 12/31/24)		ONE YEAR EXTENSION (1/1/25 - 12/31/25)		CENTRAL ZONE
	MONTHLY	ANNUAL	CONTRACT TOTAL	RATE	5 MONTH EXT.OPTION	RATE	ONE YEAR EXTENSION	RATE	6 MONTH EXT.OPTION	RATE	ONE YEAR EXTENSION	RATE	ONE YEAR EXTENSION	
UNARMED	2,748	32,976	\$ 6,211,359.36											
Effective 2/1/22 - 6/30/22	1,420	7,100		\$ 38.11	\$ 270,581.00									\$ 270,581.00
Effective 7/1/22 - 6/30/23	1,731	20,774				\$ 39.44	\$ 819,306.84							\$ 819,306.84
Effective 7/1/23 - 12/31/23	1,731	10,387						\$ 40.82	\$ 423,987.14					\$ 423,987.14
Effective 1/1/24 - 12/31/24	2,783	33,396								\$ 42.87	\$ 1,431,686.52			\$ 1,431,686.52
Effective 1/1/25 - 12/31/25	2,696	32,352										\$ 44.20	\$ 1,429,958.40	\$ 1,429,958.40
ARMED	8,501	102,012	\$ 20,318,750.16											
Effective 2/1/22 - 6/30/22	4,320	21,600		\$ 40.19	\$ 868,104.00									\$ 868,104.00
Effective 7/1/22 - 6/30/23	4,484	53,811				\$ 41.60	\$ 2,238,537.60							\$ 2,238,537.60
Effective 7/1/23 - 12/31/23	4,484	26,906						\$ 43.05	\$ 1,158,281.78					\$ 1,158,281.78
Effective 1/1/24 - 12/31/24	5,896	70,752								\$ 45.21	\$ 3,198,697.92			\$ 3,198,697.92
Effective 1/1/25 - 12/31/25	3,913	46,956										\$ 46.61	\$ 2,188,619.16	\$ 2,188,619.16
SUPERVISOR	1,160	13,920	\$ 2,880,883.20											
Effective 2/1/22 - 6/30/22	819	4,095		\$ 41.69	\$ 170,720.55									\$ 170,720.55
Effective 7/1/22 - 6/30/23	723	8,675				\$ 43.15	\$ 374,326.25							\$ 374,326.25
Effective 7/1/23 - 12/31/23	723	4,338						\$ 44.66	\$ 193,712.75					\$ 193,712.75
Effective 1/1/24 - 12/31/24	3,269	39,228								\$ 46.89	\$ 1,839,400.92			\$ 1,839,400.92
Effective 1/1/25 - 12/31/25	3,711	44,530										\$ 48.34	\$ 2,152,578.27	\$ 2,152,578.27
Projected Totals	55,112	573,806	\$ 29,410,992.72		\$ 1,309,405.55		\$ 3,432,170.69		\$ 1,775,981.66		\$ 6,469,785.36		\$ 5,771,155.83	\$ 18,758,499.09

[Amended and Restated Under Amendment Number 12]

**EXHIBIT B - PRICING SCHEDULE
ARMED AND UNARMED SECURITY GUARD SERVICES
SOUTH ZONE - SPAS SIX, SEVEN, AND EIGHT**

SOUTH ZONE - SPA SIX - SOUTH														
GUARD ITEM	HOURS REQUIRED		SOUTH ZONE (2/1/16 - 1/31/22)	FIVE-MONTH EXTENSION (2/1/22 - 6/30/22)		ONE YEAR EXTENSION (7/1/22 - 6/30/23)		SIX-MONTH EXTENSION (7/1/23 - 12/31/23)		ONE YEAR EXTENSION (1/1/24 - 12/31/24)		ONE YEAR EXTENSION (1/1/25 - 12/31/25)		SOUTH ZONE
	MONTHLY	ANNUAL	CONTRACT TOTAL	RATE	5 MONTH EXT.OPTION	RATE	ONE YEAR EXTENSION	RATE	6 MONTH EXT.OPTION	RATE	ONE YEAR EXTENSION	RATE	ONE YEAR EXTENSION	
UNARMED	9,075	108,900	\$ 20,048,490.00											
Effective 2/1/22 - 6/30/22	704	3,520		\$ 38.11	\$ 134,147.20									\$ 134,147.20
Effective 7/1/22 - 6/30/23	2,833	33,991				\$39.44	\$ 1,340,605.04							\$ 1,340,605.04
Effective 7/1/23 - 1/31/24	2,833	16,996						\$40.82	\$ 693,756.31					\$ 693,756.31
Effective 1/1/24 - 12/31/24	3,085	37,020								\$42.87	\$ 1,587,047.40			\$ 1,587,047.40
Effective 1/1/25 - 12/31/25	3,352	40,224										\$44.20	\$ 1,777,900.80	\$ 1,777,900.80
ARMED	13,594	163,128	\$ 31,756,127.76											
Effective 2/1/22 - 6/30/22	7,904	39,520		\$ 40.19	\$ 1,588,308.80									\$ 1,588,308.80
Effective 7/1/22 - 6/30/23	8,602	103,221				\$41.60	\$ 4,293,972.80							\$ 4,293,972.80
Effective 7/1/23 - 1/31/24	8,602	51,610						\$43.05	\$ 2,221,821.26					\$ 2,221,821.26
Effective 1/1/24 - 12/31/24	9,871	118,452								\$45.21	\$ 5,355,214.92			\$ 5,355,214.92
Effective 1/1/25 - 12/31/25	9,697	116,364										\$46.61	\$ 5,423,726.04	\$ 5,423,726.04
SUPERVISOR	3,198	38,376	\$ 7,786,490.40											
Effective 2/1/22 - 6/30/22	989	4,945		\$ 41.69	\$ 206,157.05									\$ 206,157.05
Effective 7/1/22 - 6/30/23	1,181	14,176				\$43.15	\$ 611,677.14							\$ 611,677.14
Effective 7/1/23 - 1/31/24	1,181	7,088						\$44.66	\$ 316,541.15					\$ 316,541.15
Effective 1/1/24 - 12/31/24	1,294	15,528								\$46.89	\$ 728,107.92			\$ 728,107.92
Effective 1/1/25 - 12/31/25	1,552	18,619										\$48.34	\$ 900,023.12	\$ 900,023.12
POST COMMANDER	174	2,088	\$ 497,111.04	N/A		N/A		N/A		N/A		N/A		
Projected Totals	89,720	933,764	\$ 60,088,219.20		\$ 1,928,613.05		\$ 6,246,254.98		\$ 3,232,118.72		\$ 7,670,370.24		\$ 8,101,649.96	\$ 27,179,006.95

[Amended and Restated Under Amendment Number 12]

**EXHIBIT B - PRICING SCHEDULE
ARMED AND UNARMED SECURITY GUARD SERVICES
SOUTH ZONE - SPAS SIX, SEVEN, AND EIGHT**

SOUTH ZONE - SPA SEVEN - EAST														
GUARD ITEM	HOURS REQUIRED		SOUTH ZONE (2/1/16 - 1/31/22)	FIVE-MONTH EXTENSION (2/1/22 - 6/30/22)		ONE YEAR EXTENSION (7/1/22 - 6/30/23)		SIX-MONTH EXTENSION (7/1/23 - 12/31/23)		ONE YEAR EXTENSION (1/1/24 - 12/31/24)		ONE YEAR EXTENSION (1/1/25 - 12/31/25)		SOUTH ZONE
	MONTHLY	ANNUAL	CONTRACT TOTAL	RATE	5 MONTH EXT.OPTION	RATE	ONE YEAR EXTENSION	RATE	6 MONTH EXT.OPTION	RATE	ONE YEAR EXTENSION	RATE	ONE YEAR EXTENSION	
UNARMED	7,189	86,268	\$ 15,881,938.80											
Effective 2/1/22 - 6/30/22	2,784	13,920		\$ 38.11	\$ 530,491.20									\$ 530,491.20
Effective 7/1/22 - 6/30/23	2,664	31,965				\$39.44	\$ 1,260,699.60							\$ 1,260,699.60
Effective 7/1/23 - 12/31/23	2,664	15,983						\$40.82	\$ 652,405.65					\$ 652,405.65
Effective 1/1/24 - 12/31/24	4,128	49,536								\$42.87	\$ 2,123,608.32			\$ 2,123,608.32
Effective 1/1/25 - 12/31/25	2,036	24,432										\$44.20	\$ 1,079,894.40	\$ 1,079,894.40
ARMED	14,702	176,424	\$ 34,344,460.08											
Effective 2/1/22 - 6/30/22	11,520	57,600		\$ 40.19	\$ 2,314,944.00									\$ 2,314,944.00
Effective 7/1/22 - 6/30/23	12,385	148,615				\$41.60	\$ 6,182,394.40							\$ 6,182,394.40
Effective 7/1/23 - 12/31/23	12,385	74,308						\$43.05	\$ 3,198,943.26					\$ 3,198,943.26
Effective 1/1/24 - 12/31/24	13,947	167,364								\$45.21	\$ 7,566,526.44			\$ 7,566,526.44
Effective 1/1/25 - 12/31/25	11,872	142,464										\$46.61	\$ 6,640,247.04	\$ 6,640,247.04
SUPERVISOR	2,677	32,124	\$ 6,517,959.60											
Effective 2/1/22 - 6/30/22	1,766	8,830		\$ 41.69	\$ 368,122.70									\$ 368,122.70
Effective 7/1/22 - 6/30/23	4,487	53,838				\$43.15	\$ 2,323,123.08							\$ 2,323,123.08
Effective 7/1/23 - 12/31/23	4,487	26,919						\$44.66	\$ 1,202,209.46					\$ 1,202,209.46
Effective 1/1/24 - 12/31/24	4,921	59,052								\$46.89	\$ 2,768,948.28			\$ 2,768,948.28
Effective 1/1/25 - 12/31/25	5,295	63,540										\$48.34	\$ 3,071,512.00	\$ 3,071,512.00
POST COMMANDER	174	2,086	\$ 496,568.22	N/A		N/A		N/A		N/A		N/A		
Projected Totals	122,081	1,235,267	\$ 46,684,463.94		\$ 3,213,557.90		\$ 9,766,217.08		\$ 5,053,558.37		\$ 12,459,083.04		\$ 10,791,653.44	\$ 41,284,069.82

[Amended and Restated Under Amendment Number 12]

**EXHIBIT B - PRICING SCHEDULE
ARMED AND UNARMED SECURITY GUARD SERVICES
SOUTH ZONE - SPAS SIX, SEVEN, AND EIGHT**

SOUTH ZONE - SPAS SIX, SEVEN, AND EIGHT														
GUARD ITEM	HOURS REQUIRED		SOUTH ZONE (2/1/16 - 1/31/22)	FIVE-MONTH EXTENSION (2/1/22 - 6/30/22)		ONE YEAR EXTENSION (7/1/22 - 6/30/23)		SIX-MONTH EXTENSION (7/1/23 - 12/31/23)		ONE YEAR EXTENSION (1/1/24 - 12/31/24)		ONE YEAR EXTENSION (1/1/25 - 12/31/25)		SOUTH ZONE
	MONTHLY	ANNUAL	CONTRACT TOTAL	RATE	5 MONTH EXT.OPTION	RATE	ONE YEAR EXTENSION	RATE	6 MONTH EXT.OPTION	RATE	ONE YEAR EXTENSION	RATE	ONE YEAR EXTENSION	
UNARMED	31,325	375,900	\$ 69,203,190.00											
Effective 2/1/22 - 6/30/22	5,920	29,600		\$ 38.11	\$ 1,128,056.00									\$ 1,128,056.00
Effective 7/1/22 - 6/30/23	8,025	96,296				\$39.44	\$ 3,797,894.52							\$ 3,797,894.52
Effective 7/1/23 - 12/31/23	8,025	48,148						\$40.82	\$ 1,965,391.16					\$ 1,965,391.16
Effective 1/1/24 - 12/31/24	10,252	123,024								\$42.87	\$ 5,274,038.88			\$ 5,274,038.88
Effective 1/1/25 - 12/31/25	9,132	109,584										\$44.20	\$ 4,843,612.80	\$ 4,843,612.80
ARMED	36,151	433,812	\$ 84,450,182.04											
Effective 2/1/22 - 6/30/22	25,776	128,880		\$ 40.19	\$ 5,179,687.20									\$ 5,179,687.20
Effective 7/1/22 - 6/30/23	27,944	335,326				\$41.60	\$ 13,949,561.60							\$ 13,949,561.60
Effective 7/1/23 - 12/31/23	27,944	167,663						\$43.05	\$ 7,217,892.15					\$ 7,217,892.15
Effective 1/1/24 - 12/31/24	30,691	368,292								\$45.21	\$ 16,650,481.32			\$ 16,650,481.32
Effective 1/1/25 - 12/31/25	27,409	328,908										\$46.61	\$ 15,330,401.88	\$ 15,330,401.88
SUPERVISOR	8,204	98,448	\$ 19,975,099.20											
Effective 2/1/22 - 6/30/22	3,844	19,220		\$ 41.69	\$ 801,281.80									\$ 801,281.80
Effective 7/1/22 - 6/30/23	6,592	79,107				\$43.15	\$ 3,413,462.74							\$ 3,413,462.74
Effective 7/1/23 - 12/31/23	6,592	39,553						\$44.66	\$ 1,766,457.08					\$ 1,766,457.08
Effective 1/1/24 - 12/31/24	7,206	86,472								\$46.89	\$ 4,054,672.08			\$ 4,054,672.08
Effective 1/1/25 - 12/31/25	8,037	96,450										\$48.34	\$ 4,662,387.20	\$ 4,662,387.20
POST COMMANDER	521	6,252	\$ 1,488,476.16	N/A		N/A		N/A		N/A		N/A		
Projected Totals	289,590	2,970,934	\$ 175,116,947.40		\$ 7,109,025.00		\$ 21,160,918.86		\$ 10,949,740.38		\$ 25,979,192.28		\$ 24,836,401.88	
Projected Totals with 10%					\$ 7,819,927.50		\$ 23,277,010.74		\$ 12,044,714.42		\$ 28,577,111.51		\$ 27,320,042.07	
Actual Expenditure Totals			\$ 148,061,215.60		\$ 8,950,855.58		\$ 24,018,362.97		\$ 13,635,319.88		\$ 28,577,111.51		\$ 32,785,931.83	\$ 256,028,797.37
													Total Contract Cost (2/1/16 - 12/31/25)	\$ 256,028,797.37

OVERTIME/SPECIAL RATES SOUTH ZONE - SPAS SIX, SEVEN, AND EIGHT													
GUARD ITEM	HOURS REQUIRED		FIVE-MONTH EXTENSION (2/1/22 - 6/30/22)		ONE YEAR EXTENSION (7/1/22 - 6/30/23)		SIX-MONTH EXTENSION (7/1/23 - 12/31/23)		ONE YEAR EXTENSION (1/1/24 - 12/31/24)		ONE YEAR EXTENSION (1/1/25 - 12/31/25)		
	MONTHLY	ANNUAL	RATE	5 MONTH EXT.OPTION	RATE	ONE YEAR EXTENSION	RATE	6 MONTH EXT.OPTION	RATE	ONE YEAR EXTENSION	RATE	ONE YEAR EXTENSION	
UNARMED	1,409	16,902	\$ 57.17		\$59.16		\$61.23		\$64.31		\$66.30	\$ 1,120,602.60	
ARMED	5,179	62,151	\$ 60.29		\$62.40		\$64.58		\$67.82		\$69.92	\$ 4,345,287.17	
SUPERVISOR	0	0	\$ 62.54		\$64.73		\$66.99		\$70.34		\$72.51	\$ -	
POST COMMANDER	N/A	N/A	N/A		N/A		N/A		N/A		N/A		

[Amended and Restated Under Amendment Number 12]

**EXHIBIT B - PRICING SCHEDULE
ARMED AND UNARMED SECURITY GUARD SERVICES
SOUTH ZONE - SPAS SIX, SEVEN, AND EIGHT**

SOUTH ZONE - SPA EIGHT - SOUTHBAY														
GUARD ITEM	HOURS REQUIRED		SOUTH ZONE (2/1/16 - 1/31/22) CONTRACT TOTAL	FIVE-MONTH EXTENSION (2/1/22 - 6/30/22)		ONE YEAR EXTENSION (7/1/22 - 6/30/23)		SIX-MONTH EXTENSION (7/1/23 - 12/31/23)		ONE YEAR EXTENSION (1/1/24 - 12/31/24)		ONE YEAR EXTENSION (1/1/25 - 12/31/25)		SOUTH ZONE
	MONTHLY	ANNUAL		RATE	5 MONTH EXT.OPTION	RATE	ONE YEAR EXTENSION	RATE	6 MONTH EXT.OPTION	RATE	ONE YEAR EXTENSION	RATE	ONE YEAR EXTENSION	
UNARMED	15,061	180,732	\$ 33,272,761.20											
Effective 2/1/22 - 6/30/22	2,432	12,160		\$ 38.11	\$ 463,417.60									\$ 463,417.60
Effective 7/1/22 - 6/30/23	2,528	30,340				\$39.44	\$ 1,196,589.88							\$ 1,196,589.88
Effective 7/1/23 - 12/31/23	2,528	15,170						\$40.82	\$ 619,229.20					\$ 619,229.20
Effective 1/1/24 - 12/31/24	3,039	36,468								\$42.87	\$ 1,563,383.16			\$ 1,563,383.16
Effective 1/1/25 - 12/31/25	3,744	44,928										\$44.20	\$ 1,985,817.60	\$ 1,985,817.60
ARMED	7,855	94,260	\$ 18,349,594.20											
Effective 2/1/22 - 6/30/22	6,352	31,760		\$ 40.19	\$ 1,276,434.40									\$ 1,276,434.40
Effective 7/1/22 - 6/30/23	6,958	83,490				\$41.60	\$ 3,473,194.40							\$ 3,473,194.40
Effective 7/1/23 - 12/31/23	6,958	41,745						\$43.05	\$ 1,797,127.63					\$ 1,797,127.63
Effective 1/1/24 - 12/31/24	6,873	82,476								\$45.21	\$ 3,728,739.96			\$ 3,728,739.96
Effective 1/1/25 - 12/31/25	5,840	70,080										\$46.61	\$ 3,266,428.80	\$ 3,266,428.80
SUPERVISOR	2,329	27,948	\$ 5,670,649.20											
Effective 2/1/22 - 6/30/22	1,089	5,445		\$ 41.69	\$ 227,002.05									\$ 227,002.05
Effective 7/1/22 - 6/30/23	924	11,093				\$43.15	\$ 478,662.52							\$ 478,662.52
Effective 7/1/23 - 12/31/23	924	5,546						\$44.66	\$ 247,706.47					\$ 247,706.47
Effective 1/1/24 - 12/31/24	991	11,892								\$46.89	\$ 557,615.88			\$ 557,615.88
Effective 1/1/25 - 12/31/25	1,191	14,292										\$48.34	\$ 690,852.08	\$ 690,852.08
POST COMMANDER	174	2,086	\$ 401,575.86	N/A		N/A		N/A		N/A		N/A		
Projected Totals	77,790	801,911	\$ 57,694,580.46		\$ 1,966,854.05		\$ 5,148,446.80		\$ 2,664,063.29		\$ 5,849,739.00		\$ 5,943,098.48	\$ 21,572,201.62

**EXHIBIT B - PRICING SCHEDULE
ARMED AND UNARMED SECURITY GUARD SERVICES
CENTRAL ZONE - SPAS THREE AND FIVE**

CENTRAL ZONE - SPA FIVE - WEST														
GUARD ITEM	HOURS REQUIRED		CENTRAL ZONE (2/1/16 -1/31/22)	FIVE-MONTH EXTENSION (2/1/22 - 6/30/22)		ONE YEAR EXTENSION (7/1/22 - 6/30/23)		SIX-MONTH EXTENSION (7/1/23 - 12/31/23)		ONE YEAR EXTENSION (1/1/24 - 12/31/24)		ONE YEAR EXTENSION (1/1/25 - 12/31/25)		CENTRAL ZONE
	MONTHLY	ANNUAL	CONTRACT TOTAL	RATE	5 MONTH EXT.OPTION	RATE	ONE YEAR EXTENSION	RATE	6 MONTH EXT.OPTION	RATE	ONE YEAR EXTENSION	RATE	ONE YEAR EXTENSION	
UNARMED	2,207	26,484	\$ 4,988,526.24											
Effective 2/1/22 - 6/30/22	1,360	6,800		\$ 38.11	\$ 259,148.00									\$ 259,148.00
Effective 7/1/22 - 6/30/23	1,833	21,993				\$ 39.44	\$ 867,390.90							\$ 867,390.90
Effective 7/1/23 - 12/31/23	1,833	10,996						\$ 40.82	\$ 448,870.39					\$ 448,870.39
Effective 1/1/24 - 12/31/24	1,258	15,096								\$ 42.87	\$ 647,165.52			\$ 647,165.52
Effective 1/1/25 - 12/31/25	1,232	14,784										\$ 44.20	\$ 653,452.80	\$ 653,452.80
ARMED	5,888	70,656	\$ 14,073,262.08											
Effective 2/1/22 - 6/30/22	3,664	18,320		\$ 40.19	\$ 736,280.80									\$ 736,280.80
Effective 7/1/22 - 6/30/23	4,863	58,358				\$ 41.60	\$ 2,427,682.82							\$ 2,427,682.82
Effective 7/1/23 - 12/31/23	4,863	29,179						\$ 43.05	\$ 1,256,150.78					\$ 1,256,150.78
Effective 1/1/24 - 12/31/24	2,929	35,148								\$ 45.21	\$ 1,589,041.08			\$ 1,589,041.08
Effective 1/1/25 - 12/31/25	2,640	31,680										\$ 46.61	\$ 1,476,604.80	\$ 1,476,604.80
SUPERVISOR	869	10,428	\$ 2,158,178.88											
Effective 2/1/22 - 6/30/22	597	2,985		\$ 41.69	\$ 124,444.65									\$ 124,444.65
Effective 7/1/22 - 6/30/23	599	7,185				\$ 43.15	\$ 310,032.75							\$ 310,032.75
Effective 7/1/23 - 12/31/23	599	3,593						\$ 44.66	\$ 160,441.05					\$ 160,441.05
Effective 1/1/24 - 12/31/24	691	8,292								\$ 46.89	\$ 388,811.88			\$ 388,811.88
Effective 1/1/25 - 12/31/25	729	8,751										\$ 48.34	\$ 423,023.34	\$ 423,023.34
Projected Total	38,653	380,727	\$ 21,219,967.20		\$ 1,119,873.45		\$ 3,605,106.47		\$ 1,865,462.23		\$ 2,625,018.48		\$ 2,553,080.94	\$ 11,768,541.57

**EXHIBIT B - PRICING SCHEDULE
ARMED AND UNARMED SECURITY GUARD SERVICES
CENTRAL ZONE - SPAS THREE AND FIVE**

CENTRAL ZONE - SPA THREE AND FIVE														
GUARD ITEM	HOURS REQUIRED		CENTRAL ZONE (2/1/16 -1/31/22)	FIVE-MONTH EXTENSION (2/1/22 - 6/30/22)		ONE YEAR EXTENSION (7/1/22 - 6/30/23)		SIX-MONTH EXTENSION (7/1/23 - 12/31/23)		ONE YEAR EXTENSION (1/1/24 - 12/31/24)		ONE YEAR EXTENSION (1/1/25 - 12/31/25)		CENTRAL ZONE
	MONTHLY	ANNUAL	CONTRACT TOTAL	RATE	5 MONTH EXT.OPTION	RATE	ONE YEAR EXTENSION	RATE	6 MONTH EXT.OPTION	RATE	ONE YEAR EXTENSION	RATE	ONE YEAR EXTENSION	
UNARMED	4,955	59,460	\$ 11,199,885.60											
Effective 2/1/22 - 6/30/22	2,780	13,900		\$ 38.11	\$ 529,729.00									\$ 529,729.00
Effective 7/1/22 - 6/30/23	3,564	42,766				\$ 39.44	\$ 1,686,697.74							\$ 1,686,697.74
Effective 7/1/23 - 12/31/23	3,564	21,383						\$ 40.82	\$ 872,857.53					\$ 872,857.53
Effective 1/1/24 - 12/31/24	4,041	48,492								\$ 42.87	\$ 2,078,852.04			\$ 2,078,852.04
Effective 1/1/25 - 12/31/25	3,928	47,136										\$ 44.20	\$ 2,083,411.20	\$ 2,083,411.20
ARMED	14,389	172,668	\$ 34,392,012.24											
Effective 2/1/22 - 6/30/22	7,984	39,920		\$ 40.19	\$ 1,604,384.80									\$ 1,604,384.80
Effective 7/1/22 - 6/30/23	9,347	112,169				\$ 41.60	\$ 4,666,220.42							\$ 4,666,220.42
Effective 7/1/23 - 12/31/23	9,347	56,084						\$ 43.05	\$ 2,414,432.56					\$ 2,414,432.56
Effective 1/1/24 - 12/31/24	8,825	105,900								\$ 45.21	\$ 4,787,739.00			\$ 4,787,739.00
Effective 1/1/25 - 12/31/25	6,553	78,636										\$ 46.61	\$ 3,665,223.96	\$ 3,665,223.96
SUPERVISOR	2,029	24,348	\$ 5,039,062.08											
Effective 2/1/22 - 6/30/22	1,416	7,080		\$ 41.69	\$ 295,165.20									\$ 295,165.20
Effective 7/1/22 - 6/30/23	1,322	15,860				\$ 43.15	\$ 684,359.00							\$ 684,359.00
Effective 7/1/23 - 12/31/23	1,322	7,930						\$ 44.66	\$ 354,153.80					\$ 354,153.80
Effective 1/1/24 - 12/31/24	3,960	47,520								\$ 46.89	\$ 2,228,212.80			\$ 2,228,212.80
Effective 1/1/25 - 12/31/25	4,440	53,281										\$ 48.34	\$ 2,575,601.61	\$ 2,575,601.61
Projected Totals	93,766	954,533	\$ 50,630,959.92		\$ 2,429,279.00		\$ 7,037,277.16		\$ 3,641,443.89		\$ 9,094,803.84		\$ 8,324,236.77	
Projected Totals with 10%					\$ 2,672,206.90		\$ 7,741,004.88		\$ 4,005,588.28		\$ 10,004,284.22		\$ 9,156,660.44	
Actual Expenditure Totals			\$ 50,880,566.87		\$ 3,217,836.06		\$ 8,724,820.62		\$ 4,769,413.07		\$ 10,004,284.22		\$ 10,785,811.42	\$ 88,382,732.26
Total Contract Cost (2/1/16 - 12/31/25)														\$ 88,382,732.26

CENTRAL ZONE - SPAS THREE AND FIVE														
GUARD ITEM	HOURS REQUIRED			FIVE-MONTH EXTENSION (2/1/22 - 6/30/22)		ONE YEAR EXTENSION (7/1/22 - 6/30/23)		SIX-MONTH EXTENSION (7/1/23 - 12/31/23)		ONE YEAR EXTENSION (1/1/24 - 12/31/24)		ONE YEAR EXTENSION (1/1/25 - 12/31/25)		
	MONTHLY	ANNUAL		RATE	5 MONTH EXT.OPTION	RATE	ONE YEAR EXTENSION	RATE	6 MONTH EXT.OPTION	RATE	ONE YEAR EXTENSION	RATE	ONE YEAR EXTENSION	
UNARMED	319	3,828		\$ 57.17		\$ 59.16		\$ 61.23		\$ 64.31		\$ 66.30	\$ 253,796.40	
ARMED	1,484	17,805		\$ 60.29		\$ 62.40		\$ 64.58		\$ 67.82		\$ 69.92	\$ 1,244,836.58	
SUPERVISOR	150	1,800		\$ 62.54		\$ 64.73		\$ 66.99		\$ 70.34		\$ 72.51	\$ 130,518.00	
POST COMMANDER	N/A	N/A		N/A		N/A		N/A		N/A		N/A		

Amended and Restated under Amendment Number Twelve

Living Wage Rate Annual Adjustments

The Living Wage Ordinance is applicable to Proposition A and cafeteria services contracts. Employers shall pay employees a Living Wage for their services provided to the county of no less than the hourly rates and effective dates as follows:

Effective Date	Hourly Rate
March 1, 2016	\$13.25
January 1, 2017	\$14.25
January 1, 2018	\$15.00
January 1, 2019	\$15.79
January 1, 2020	\$16.31
January 1, 2021	\$16.62
January 1, 2022	\$17.14
January 1, 2023	\$18.49
January 1, 2024	\$18.86
January 1, 2025	\$19.44

Effective January 1, 2024, the Living Wage rate will be adjusted based on the U.S. Department of Labor, Bureau of Labor Statistics' Consumer Price Index (CPI) for the Los Angeles-Riverside-Orange County Area for the 12-month period preceding July 1 of each year.

The Chief Executive Office (CEO) will issue a memo advising departments of the CPI to be used when determining the Living Wage rate effective January 1, of each year thereafter.

Amended and Restated under Amendment Number Twelve

Living Wage Rate Annual Adjustments

The Living Wage Ordinance is applicable to Proposition A and cafeteria services contracts. Employers shall pay employees a Living Wage for their services provided to the county of no less than the hourly rates and effective dates as follows:

Effective Date	Hourly Rate
March 1, 2016	\$13.25
January 1, 2017	\$14.25
January 1, 2018	\$15.00
January 1, 2019	\$15.79
January 1, 2020	\$16.31
January 1, 2021	\$16.62
January 1, 2022	\$17.14
January 1, 2023	\$18.49
January 1, 2024	\$18.86
January 1, 2025	\$19.44

Effective January 1, 2024, the Living Wage rate will be adjusted based on the U.S. Department of Labor, Bureau of Labor Statistics' Consumer Price Index (CPI) for the Los Angeles-Riverside-Orange County Area for the 12-month period preceding July 1 of each year.

The Chief Executive Office (CEO) will issue a memo advising departments of the CPI to be used when determining the Living Wage rate effective January 1, of each year thereafter.