

SKYE PATRICK
Library Director



ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

January 21, 2025

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

19 March 18, 2025

EDWARD YEN
EXECUTIVE OFFICER

Dear Supervisors:

**AWARD FIVE (5) CONTRACTS FOR ARMED SECURITY GUARD SERVICES
FOR LA COUNTY LIBRARY AREA 100, 300, 500, 600, AND 800.
(ALL SUPERVISORIAL DISTRICTS) (3 VOTES)**

SUBJECT

LA County Library (Library) is seeking Board approval to award five (5) contracts to Inter-Con Security Services Systems, Inc. (Inter-Con, Inc.), to provide as-needed armed security guard services at Library facilities.

IT IS RECOMMENDED THAT THE BOARD:

1. Find that the proposed actions are not a project under the California Environmental Quality Act (CEQA) pursuant to the State CEQA Guidelines, Section 15378.
2. Find that armed security guard services for Library facilities can be performed more economically by an independent contractor.
3. Approve and instruct the Chair to sign the attached five (5) contracts (Attachment A) with Inter-Con Security Services Systems, Inc. (Inter-Con, Inc.), to provide the Library as-needed armed security guard services for a maximum period of five (5) years and six (6) months and a potential aggregate total of \$65,795,597.19. The contracts will become effective on February 15, 2025, or three weeks following your Board's approval, whichever is later.
4. Authorize and delegate authority to the County Librarian, or designee, to approve unanticipated work within the scope of the contract.

5. Authorize and delegate authority to the County Librarian, or designee, to execute amendments to exercise renewal options; to increase or decrease the number of facilities or the days of service; amend terms and conditions in the contract, as may be required by the Board or Chief Executive Office and to adjust the Contract Sum, accordingly.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The Library obtains security services through Proposition A Contracts with the Los Angeles County Sheriff's Department (Sheriff) acting as a central service department. In this role, the Sheriff provides security services to other County Departments. In 2016, the Sheriff examined the historical frequency of security incidents at library locations to determine the placement of security services. Over time, the Library added additional locations due to increased incidents. Currently, 25 libraries have security services.

To maximize the Library's current funding sources, the Library has elected to transition from utilizing the Sheriff's contracts to directly contracting for security services with private vendors, which will result in annual cost savings of \$730,000. The proposed contracts ensures the continuation of essential security coverage and gives the Library flexibility to increase security staff to additional high-risk libraries. Once these contracts are executed, security services currently provided by the Sheriff will be phased out, with the transition planned for completion by June 30, 2025.

Approval of the recommended actions will allow Library to provide security services for Library facilities, as needed, through Library contracts.

Implementation of Strategic Plan Goals

The County Strategic Plan directs the provisions of North Star 2, Foster Vibrant and Resilient Communities, Focus Area Goal C, Public Safety. The recommended actions support the Strategic Plan by supporting and investing in safety practices, crime prevention and infrastructure to provide protection and security.

FISCAL IMPACT/FINANCING

Under the terms of the recommended five (5) contracts, the contractors will provide as-needed armed security guard services over a term of four (4) years plus one (1) option year and a maximum of six (6) month-to-month extensions for a total of five (5) years and six (6) months for a potential aggregate total of \$65,795,598 or \$11,962,836 annually for all 86 library locations. However, current security services are only provided at approximately 25 of the 86 libraries and use of the contracted services will remain as-needed, based on specific requirements at each location. As a result, the actual annual cost of security services is approximately \$4,000,000, reflecting the current limited deployment of service.

Using methodology approved by the Department of Auditor-Controller (Auditor-Controller), a Proposition A cost analysis for each contract indicates that the recommended contracted services can be performed more economically by the private sector. This analysis was reviewed and validated by Auditor-Controller. Pursuant to Board Policy 5.030 (Low-Cost Labor Resource Program), Library took into consideration other low-cost resource options and found that the low-cost labor resource providers/programs do not provide armed security services.

Attachment B provides annual contract sum, aggregate contract sum and cost effectiveness percentage for each of the recommended contracts.

The proposed contracts are also subject to an annual living wage rate increase.

Funding for these contracts is available within the Library's annual operating budget, beginning with FY 2024/25, and will be encumbered annually.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Proposals for security services were solicited in accordance with the provisions of Los Angeles County Code Chapter 2.121 – Contracting with Private Business.

The recommended contracts were reviewed and approved, as to form, by County Counsel and contain all required Board policy provisions, including Campaign Contribution Prohibition, Child Support Compliance, Defaulted Property Tax Reduction, Jury Service, Safely Surrendered Baby Law, and consideration of qualified START/GROW participants for employment openings.

Representatives of SEIU Local 721 were notified of the proposed contracts.

ENVIRONMENTAL DOCUMENTATION

The recommended actions are not subject to the California Environmental Quality Act (CEQA) because they do not constitute a project according to Section 15378 of CEQA.

CONTRACTING PROCESS

On August 21, 2023, the Library released a Request for Proposal (RFP) for armed security services. The RFP was posted on the County's "Doing Business with Us" web site, the Library's social media accounts, and sent to vendors listed in the County Office of Affirmative Action Compliance's Community Business Enterprise (CBE) Database. Advertisements were also placed in the Los Angeles Times, Long Beach Press-Telegram, Los Angeles Daily News, and San Gabriel Valley Tribune.

On September 21, 2023, Library received proposals from seven (7) proposers for various combinations of areas; five (5) proposals for Area 100, five (5) proposals for Area 300, six (6) proposals for Area 500, six (6) proposals for Area 600, and six (6) proposals for Area 800. The proposals from one proposer were disqualified for failure to meet the minimum requirements of the RFP. The proposals of the remaining six (6) proposers were evaluated by an evaluation committee consisting of Library staff. Proposals were evaluated utilizing the informed averaging scoring method and rated on the following criteria: proposer's background and experience; proposer's approach to providing required services; proposer's quality control plan; Living Wage compliance and cost. All related evaluation materials and scoring documents were retained.

In January 2024, the Library provided debriefing sessions to the five (5) non-selected proposers. Two (2) non-selected proposers submitted a timely Notice of Intent to Request a Proposed Contractor Selection Review (PCSR). On January 30, 2024, the County entered negotiations with

Inter-Con Security Services Systems, Inc. (Inter-Con, Inc.) and received a Letter of Intent on April 30, 2024. On May 1, 2024, Library provided each of the non-selected proposers who submitted the Notices of Intent to Request a PCSR, a copy of the evaluation documents of the selected proposer and a copy of their individual evaluation documents. Subsequently, both non-selected proposers submitted a request for a PCSR, and a Departmental Reviewer conducted the review, in consultation with County Counsel, and determined that the assertions had no merit. One of the two proposers then requested a County Independent Review for the same assertions and the County Independent Reviewer affirmed the findings of the Department.

The Library reviewed available resources to assess the recommended contractor's past performance and the Contractor's Alert Reporting Database (CARD). On final analysis and consideration of the awards, the recommended contractor was selected without regard to gender, race, color, creed, or national origin.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Award of these contracts will allow the Library to provide armed security guard services for LA County libraries, as needed. The services will continue to libraries with existing service.

CONCLUSION

Please return to the Library, an adopted Board Letter and fully conformed contracts.

If there are any questions or a need for additional information, please contact Yolanda Pina at (562) 940-8412.

Respectfully submitted,



SKYE PATRICK

County Librarian

SP

Enclosures

c: Chief Executive Office
County Counsel
Executive Office, Board of Supervisors

**LA COUNTY LIBRARY
CONTRACTS
FOR
ARMED SECURITY GUARD SERVICES**

- 1. CONTRACT – AREA 100**
- 2. CONTRACT – AREA 300**
- 3. CONTRACT - AREA 500**
- 4. CONTRACT - AREA 600**
- 5. CONTRACT - AREA 800**

CONTRACT

ARMED SECURITY GUARD SERVICES

AREA 100



CONTRACT

BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

INTER-CON SECURITY SERVICES SYSTEMS, INC.

FOR

ARMED SECURITY GUARD SERVICES

AREA 100

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- A** Statement of Work and Attachments
- B** Pricing Schedule
- C** Contractor's Proposed Schedule
- D** County's Administration
- E** Contractor's Administration
- F** Contractor Acknowledgement and Confidentiality Agreement
- G** Safely Surrendered Baby Law
- H** Payroll Statement of Compliance
- I** Armed Security Guard Cost by Facilities

**CONTRACT BETWEEN
COUNTY OF LOS ANGELES
AND
INTER-CON SECURITY SERVICES SYSTEMS, INC.
FOR
ARMED SECURITY GUARD SERVICES – AREA 100**

This Contract ("Contract") made and entered into this 18th day of March, 2025, by and between the County of Los Angeles, hereinafter referred to as County and Inter-Con Security Services Systems, Inc., hereinafter referred to as "Contractor" and Inter-Con Security Services Systems, Inc. is located at 210 S De Lacey Avenue, Pasadena, CA 91105.

RECITALS

WHEREAS, the County may contract with private businesses for Armed Security Guard Services when certain requirements are met; and

WHEREAS, the Contractor is a private (public, non-profit) firm specializing in providing Armed Security Guard Services; and

WHEREAS, the Contractor represents that it possesses the necessary special skills, knowledge, and technical competence and sufficient staffing to provide the Armed Security Guard Services required herein; and

WHEREAS, the County has determined that it is legal, feasible, and cost-effective to contract for Armed Security Guard Services; and

WHEREAS, this Contract is therefore authorized under Section 44.7 of the Los Angeles County Charter and Los Angeles County Codes Section 2.121.250; and

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

1.0 APPLICABLE DOCUMENTS

Exhibits A through I are attached to and form a part of this Contract. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, goods, service, or other work, or otherwise between the base Contract and the Exhibits, or between Exhibits, such conflict or inconsistency will be resolved by giving precedence first to the terms and conditions of the Contract and then to the Exhibits according to the following priority.

Standard Exhibits:

Exhibit A	Statement of Work and Attachments
Exhibit B	Pricing Schedule
Exhibit C	Contractor's Proposed Schedule
Exhibit D	County's Administration
Exhibit E	Contractor's Administration
Exhibit F	Contractor Acknowledgement and Confidentiality Agreement
Exhibit G	Safely Surrendered Baby Law
Exhibit H	Payroll Statement of Compliance
Exhibit I	Armed Services Guard Cost by Facilities

2.0 DEFINITIONS

2.1 Standard 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 must be construed to have the following meaning, unless otherwise apparent from the context in which they are used.

- 2.1.1 Board of Supervisors (Board):** The Board of Supervisors of the County of Los Angeles acting as governing body.
- 2.1.2 Contract:** This agreement executed between County and Contractor. Included are all supplemental agreements amending or extending the service to be performed. The Contract sets forth the terms and conditions for the issuance and performance of all tasks, deliverables, services and other work.
- 2.1.3 Contractor:** The person or persons, sole proprietor, partnership, joint venture, corporation or other legal entity who has entered into an agreement with the County to perform or execute the work covered by this Contract.
- 2.1.4 Contractor's Project Manager:** The person designated by the Contractor to administer the Contract operations under this Contract.
- 2.1.5 County's Contract Analyst:** The person designated by the County to manage and facilitate the administrative functions of the Contract.

- 2.1.6 County's Project Director:** Person designated by County with authority for County on contractual or administrative matters relating to this Contract that cannot be resolved by the County's Project Manager.
- 2.1.7 County's Project Manager:** Person designated by County's Project Director to manage the operations under this Contract.
- 2.1.8 County's Project Monitor:** Person with responsibility to oversee the day-to-day activities of this Contract. Responsibility for inspections of any and all tasks, deliverables, goods, services and other work provided by the Contractor.
- 2.1.9 County Observed Holidays:** Days on which County departments are closed for business in observance of significant events. A list of County observed holidays may be found on the County's website <https://lacounty.gov/government/about-la-county/about/>.
- 2.1.10 Day(s):** Calendar day(s) unless otherwise specified.
- 2.1.11 Department:** LA County Library which is entering into this Contract on behalf of the County of Los Angeles.
- 2.1.12 Director:** Director of Department.
- 2.1.13 Fiscal Year:** The twelve (12) month period beginning July 1st and ending the following June 30th.
- 2.1.14 Statement of Work:** A written description of the work to be performed by Contractor to meet the needs of the County, including special provisions pertaining to the method, frequency, manner and place of performing the contract services.
- 2.1.15 Subcontract:** An agreement by the Contractor to employ a subcontractor to provide services to fulfill this Contract.
- 2.1.16 Subcontractor:** Any individual, person or persons, sole proprietor, firm, partnership, joint venture, corporation, or other legal entity furnishing supplies, services of any nature, equipment, and/or materials to Contractor in furtherance of Contractor's performance of this Contract, at any tier, under oral or written agreement.
- 2.1.17 Assigned Employees:** Armed Security Guards and Armed Security Guard Supervisors that are assigned to this contract.
- 2.1.18 County Library:** LA County Library
- 2.1.19 County Librarian:** Head of LA County Library
- 2.1.20 Post:** A Security Guard assignment within a location.
- 2.1.21 Unanticipated Work:** Additional as-needed services performed under the Contract when the need arises and requested by the County

3.0 WORK

- 3.1** Pursuant to the provisions of this Contract, the Contractor must fully perform, complete and deliver on time, all tasks, deliverables, goods, 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 will be deemed to be a gratuitous effort on the part of the Contractor, and the Contractor must have no claim whatsoever against the County.

4.0 TERM OF CONTRACT

- 4.1** The term of this Contract will be four (4) years commencing after execution by County's Board, or February 15, 2025, whichever is later, unless sooner terminated or extended, in whole or in part, as provided in this Contract.
- 4.2** The County will have the sole option to extend this Contract term for up to one(1) additional one (1) year periods and six (6) month to month extensions, for a maximum total Contract term of five (5) years and six (6) months. Each such extension option may be exercised at the sole discretion of the County Librarian or their designee as authorized by the Board.
- 4.3** The County maintains a database that track/monitor Contractor performance history. Information entered into the database may be used for a variety of purposes, including determining whether the County will exercise a contract term extension option.
- 4.4.** The Contractor must notify Department when this Contract is within six (6) months of the expiration of the term as provided for hereinabove. Upon occurrence of this event, the Contractor must send written notification to Department at the address herein provided in Exhibit D (County's Administration).

5.0 CONTRACT SUM

5.1 Total Contract Sum

- 5.1.1** The maximum annual Contract Sum under the terms of this Contract will be **\$2,177,727.89**, comprised of the Contractor's Fee of **\$1,979,752.63**, as specified in Exhibit C (Contractor's Proposed Schedule) of the Contract, and an annual estimate for unanticipated work of **\$197,975.26**, as authorized in Paragraph 9 (Unanticipated Work), of Exhibit A (Statement of Work).
- 5.1.2** The use of the annual estimate for unanticipated work is not guaranteed by the County and is contingent upon County Library's adopted budget and needs.
- 5.1.3** The Department may increase the total contract amount by up to 10%, as approved by the Board. The County does not warranty or represent that all, or any portion, of the not-to-exceed contract amount will be authorized, allocated, or expended by the County; nor does the County warranty or represent that it will authorize the selected contractor(s) to perform any work or services of any monetary amount.

5.2 Written Approval for Reimbursement

The Contractor will 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, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, must not occur except with the County's express prior written approval.

5.3 Notification of 75% of Total Contract Sum

The Contractor must maintain a system of record keeping that will allow the Contractor to determine when it has incurred seventy-five percent (75%) of the total contract sum under this Contract. Upon occurrence of this event, the Contractor must send written notification to Department at the address herein provided in Exhibit D (County's Administration).

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

The Contractor will 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 must immediately notify County and must immediately repay all such funds to County. Payment by County for services rendered after expiration-termination of this Contract will not constitute a waiver of County's right to recover such payment from the Contractor.

5.5 Invoices and Payments

5.5.1 The Contractor must invoice the County only for providing the tasks, deliverables, goods, services, and other work specified in Exhibit A (Statement of Work and Attachments) and elsewhere hereunder. The Contractor must prepare invoices, which will include the charges owed to the Contractor by the County under the terms of this Contract.

5.5.2 The Contractor's invoices must be priced in accordance with Exhibit B (Pricing Schedule), Exhibit C (Contractor's Proposed Schedule, and Exhibit I (Armed Services Guard Cost by Facilities). Contractor will be paid only for the tasks, deliverables, goods, services, and other work approved in writing by the County. If the County does not approve work in writing no payment will be due to the Contractor for that work.

5.5.3 The Contractor's invoices must contain the information set forth in Exhibit A (Statement of Work and Attachments) describing the tasks, deliverables, goods, services, work hours, and facility and/or other work for which payment is claimed.

5.5.4 The Contractor must submit the monthly invoices to the County by the 15th calendar day of the month following the month of service. No

invoice will be approved for payment unless Exhibit H (Payroll Statement of Compliance) is included.

- 5.5.5** All invoices under this Contract must be submitted to LA County Library at the following electronic email address:

contractservices@library.lacounty.gov, with a copy to the assigned County's Contract Monitor.

5.5.6 County Approval of Invoices

All invoices submitted by the Contractor for payment must have the written approval of the County's Project Manager prior to any payment thereof. In no event will 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 Payment for Court Appearances and/or County Investigations

Security Guards and Security Guard Supervisors may be required to appear in court or make statements to investigators regarding job-related incidents. In the event that the Security Guard or Security Guard Supervisor is called upon as a witness for a job-related incident, the County will reimburse the Contractor as set forth in this Paragraph 5.5.8, for court appearances or investigation interviews, based on review and approval by County Project Manager.

The County will pay up to eight (8) hours per day of straight time for each summoned Security Guard or Security Guard Supervisor when a court appearance or investigation interview is required. If the court appearance or investigation interview occurs during Security Guard or Security Guard Supervisor's normal work shift, the Contractor shall provide back-up coverage which will be reimbursed at straight time.

The Contractor shall list court appearances and/or investigation interviews as a separate line item on Contractor's invoice, and must attach supporting documentation, such as copy of the police report, Security Incident Report (as specified in Subsection 5.4 Court Appearance and/or County Investigation), subpoena, and/or written request for appearance. County Project Manager shall have the discretion to approve or deny invoice payment request based upon the documentation presented.

5.5.8 Preference Program Enterprises – Prompt Payment Program (if applicable)

Certified Preference Program Enterprises (PPEs) will receive prompt payment for services they provide to County departments. Prompt payment is defined as fifteen (15) calendar days after receipt of an approved, undisputed invoice which has been properly matched against documents such as a receiving, shipping, or services delivered report, or any other validation of receipt document consistent with Board Policy

3.035 ([Preference Program Payment Liaison and Prompt Payment Program](#)).

5.6 Cost of Living Adjustments (COLA's) (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 an agreement/ contract with the County will 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 must 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 will supersede this requirement with respect to those payments.
- 5.7.4** At any time during the duration of the 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), will decide whether to approve exemption requests.

6.0 ADMINISTRATION OF CONTRACT - COUNTY

6.1 County's Administration

A listing of all County Administration referenced in the following subparagraphs are designated in Exhibit D (County's Administration). The County will notify the Contractor in writing of any changes as they occur.

6.2 County's Project Director

The role of the County's Project Director may include:

- 6.2.1** Coordinating with Contractor and ensuring Contractor's performance of the Contract; however, in no event will Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby; and
- 6.2.2** 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, will Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby.

6.3 County's Project Manager

The role of the County's Project Manager is authorized to include:

- 6.3.1** Meeting with the Contractor's Project Manager on a regular basis; and
- 6.3.2** Inspecting any and all tasks, deliverables, goods, services, or other work provided by or on behalf of the Contractor; however, in no event will Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby.

The County's 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's Project Monitor

The role of the County's Project Monitor is to oversee the day-to-day administration of this Contract; however, in no event will Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby. The County's Project Monitor reports to the County's Project Manager.

6.5 County's Contract Analyst

The role of the County's Contract Analyst is to manage and facilitate the administrative functions of the Contract. The County's Contract Analyst reports to the County's Project Director.

7.0 ADMINISTRATION OF CONTRACT - CONTRACTOR

7.1 Contractor's Administration

A listing of all of Contractor's Administration referenced in the following paragraphs is designated in Exhibit E (Contractor's Administration). The Contractor will notify the County in writing of any changes as they occur.

7.2 Contractor's Project Manager

7.2.1 The Contractor's Project Manager is designated in Exhibit E (Contractor's Administration). The Contractor must notify the County in writing of any change to Exhibit E (Contractor's Administration), as changes occur.

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

7.3 Approval of Contractor's Staff

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

The County reserves the right to remove any Contractor staff, for any reason, from performing services under this or any other Contract held by and between Contractor and County Library, at any time during the term of this Contract.

- 7.3.1** Contractor staff removed pursuant to this Sub-section will not relieve the Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

7.4 Contractor's Staff Identification

Contractor will provide, at Contractor's expense, all staff providing services under this Contract with a photo identification badge.

- 7.4.1** Contractor is responsible to ensure that staff have obtained a County ID badge before they are assigned to work in a County facility. Contractor personnel may be asked by a County representative to leave a County facility if they do not have the proper County ID badge on their person and Contractor personnel must immediately comply with such request.
- 7.4.2** Contractor must notify the County within 24 hours when staff is terminated from working under this Contract. Contractor must retrieve the Contractor's employee ID badge and any County access keys within 24 hours of termination.

7.5 Background and Security Investigations

- 7.5.1** Each of Contractor's staff performing services under this Contract, who is in a designated sensitive position, as determined by County in County's sole discretion, must undergo and pass a background investigation to the satisfaction of County as a condition of beginning and continuing to perform services under this Contract. Such background investigation must be obtained through fingerprints submitted to the California Department of Justice to include State, local, and federal-level review, which may include, but will not be limited to, criminal conviction information. The fees associated with the background investigation will be at the expense of the Contractor, regardless of whether the member of Contractor's staff passes or fails the background investigation.

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 performing services under the Contract. Contractor must comply with County's request at any time during the term of the Contract. County will not provide to Contractor or to Contractor's staff any information obtained through the County's background investigation.

- 7.5.2** County, in its sole discretion, may immediately deny or terminate facility access to any member of Contractor's staff that does not pass such investigation to the satisfaction of the County or whose background or conduct is incompatible with County facility access.
- 7.5.3** Contractor shall be responsible for ensuring that Contractor staff working on this Contract have no convictions for the following offenses:
- a) Blackmail.
 - b) Bribery.

- c) Burglary.
- d) Crimes Against Children, Women, and Elders.
- e) Embezzlement, including theft of public funds.
- f) Extortion.
- g) Falsification of Financial Statements and/or Public Records.
- h) Forgery.
- i) Grand Theft.
- j) Mass Murder.
- k) Rape, including Sexual Battery.
- l) Robbery.
- m) Sale of Narcotics and/or Dangerous Drug (includes intent to sell);
and
- n) Welfare fraud.

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

7.5.5 These terms will also apply to subcontractors of County contractors.

7.5.6 Disqualification of any member of Contractor's staff pursuant to this Paragraph 7.5 will not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

7.6 Confidentiality

7.6.1 Contractor must 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 must 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 subcontractors, to comply with this Paragraph, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph will be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County will 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 will 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 will 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 must inform all of its officers, employees, agents and subcontractors providing services hereunder of the confidentiality provisions of this Contract.

7.6.4 Contractor must sign and adhere to the provisions of Exhibit F (Contractor Acknowledgement and Confidentiality Agreement).

8.0 STANDARD TERMS AND CONDITIONS

8.1 Amendments

8.1.1 For any change which affects the scope of work, contract term, contract sum, payments, or any term or condition included under this Contract, an amendment to the Contract must be prepared and executed by the Contractor and by the Board, for the exception of the following:

- a) Contractor's fee set forth in Paragraph 5 (Contract Sum), not to exceed ten percent (10%) of the current annual contract sum per amendment, due to changes to the number of facilities or days of services pursuant to paragraph 8.1.4.
- b) County Librarian is expressly authorized to increase the contract sum to modify the annual estimate for unanticipated work included in the annual maximum contract sum, not to exceed ten percent (10%) of the annual contractor's fee.
- c) County Librarian is expressly authorized to increase the contract sum set forth in Paragraph 5 (Contract Sum) for a particular contract year, due to Living Wage rate increases.

Any such changes will be in writing and signed by the Contractor and by the County Librarian or their designee.

8.1.2 The Board or Chief Executive Officer (CEO) 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 Board or CEO. To implement such changes, an Amendment to the Contract must be prepared and executed by the Contractor and by the County Librarian or their designee.

8.1.3 The County Librarian or their designee, may at their sole discretion, authorize extensions of time as defined in Paragraph 4.0 (Term of Contract). The Contractor agrees that such extensions of time will not change any other term or condition of this Contract during the period of such extensions. To implement an extension of time, an Amendment to the Contract must be prepared and executed by the Contractor and by County Librarian or their designee.

8.1.4 The County reserves the right to amend the Contract to reflect any changes by an increase or decrease in the number of library facilities as listed in Exhibit A (Statement of Work and Attachments), SOW Attachment 2 (Service Locations and Hours). The County will notify the Contractor, in writing, at least ten (10) business days prior to the effective date of the modification. Exhibit B (Pricing Schedule) in the Contract, requires that proposals include a flat daily rate for each library facility. The rate specified will be used to adjust the Contract price in the event of an increase or decrease in days of service. Payment adjustment will be made to reflect such modification in services on a pro-rata basis commensurate with the number of library facilities and/or days of service increased or decreased of the affected library facilities. The County will determine the need for modification referenced herein. Upon Board delegation, the County Librarian or his/her designee will have authority to sign the amendment for the County. All standard terms and conditions in the current Contract will extend to any library facility added in the amendment.

8.2 Assignment and Delegation/Mergers or Acquisitions

8.2.1 The Contractor must 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 must not assign, exchange, transfer, or delegate its rights or duties under this Contract, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment, delegation, or otherwise transfer of its rights or duties, without such consent will be null and void. For purposes of this Paragraph, County consent will require a written Amendment to the Contract, which is formally approved and executed by the parties. Any payments by the County to any approved delegate or assignee on any claim under this Contract will be deductible, at County's sole discretion, against the claims, which the Contractor may have against the County.

8.2.3 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, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, will be a material breach of the Contract which may result in the termination of this Contract. In the event of such termination, County will be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

8.3 Authorization Warranty

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

8.4 Budget Reductions

In the event that the County's Board 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 will also be reduced correspondingly. The County's notice to the Contractor regarding said reduction in payment obligation will be provided within thirty (30) calendar days of the Board's approval of such actions. Except as set forth in the preceding sentence, the Contractor must continue to provide all of the services set forth in this Contract.

8.5 Complaints

The Contractor must develop, and maintain operating procedures for receiving, investigating and responding to complaints.

8.5.1 Complaint Procedures

- Within ten (10) business days after the Contract effective date, the Contractor must provide the County with the Contractor's procedures for receiving, investigating and responding to user complaints.
- The County will review the Contractor's procedures and provide the Contractor with approval of said procedures or with requested changes.
- If the County requests changes in the Contractor's procedures, the Contractor must make such changes and resubmit the procedures within five (5) business days for County approval.
- If, at any time, the Contractor wishes to change the Contractor's procedures, the Contractor must submit proposed changes to the County for approval before implementation.
- The Contractor must preliminarily investigate all complaints and notify the County's Project Manager of the status of the investigation within five (5) business days of receiving the complaint.
- When complaints cannot be resolved informally, a system of follow-through will be instituted which adheres to formal plans for specific actions and strict time deadlines.

- Copies of all written responses must be sent to the County's Project Manager within three (3) business days of mailing to the complainant.

8.6 Compliance with Applicable Laws

8.6.1 In the performance of this Contract, Contractor must 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 must 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 subcontractors, 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 will be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County will 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 will 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 will 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

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 will, 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. Additionally, Contractor certifies to the County:

8.7.1 That Contractor has a written policy statement prohibiting discrimination in all phases of employment.

8.7.2 That Contractor periodically conducts a self-analysis or utilization analysis of its work force.

8.7.3 That Contractor has a system for determining if its employment practices are discriminatory against protected groups.

8.7.4 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.

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](#).

8.8.2 Written Employee Jury Service Policy

- 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 must have and adhere to a written policy that provides that its Employees will receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.
- For purposes of this Paragraph, "Contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County contractor and has received or will receive an aggregate sum of fifty thousand dollars (\$50,000) or more in any twelve (12) month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full-time employee of the Contractor. "Full-time" means forty (40) hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of ninety (90) days or less within a twelve (12) month period are not considered full-time for purposes of the Jury Service Program. If the Contractor uses any subcontractor to perform services for the County under the Contract, the subcontractor will also be subject to the provisions of this Paragraph. The provisions of this Paragraph will be inserted into any such subcontract agreement and a copy of the Jury Service Program must be attached to the agreement.
- If the Contractor is not required to comply with the Jury Service Program when the Contract commences, the Contractor will have a

continuing obligation to review the applicability of its “exception status” from the Jury Service Program, and the contractor must 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 must 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.

- Contractor’s violation of this Paragraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract and/or bar 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, will 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 will 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 must 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 must immediately make full written disclosure of such facts to the County. Full written disclosure must 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 will be a material breach of this Contract.

8.10 Consideration of Hiring County Employees Targeted for Layoffs or are on a County Re-Employment List

Should the Contractor require additional or replacement personnel after the effective date of this Contract to perform the services set forth herein, the Contractor must 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/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 must 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 the 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 the Contract, debar the Contractor from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five (5) years but may exceed five (5) years or be permanent if warranted by the circumstances, and terminate any or all existing contracts the Contractor may have with the County.

8.12.3 Non-responsible Contractor

The County may debar a contractor if the Board 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

- 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.
- The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative will be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board will prepare a tentative proposed decision, which will 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 will be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board.
- 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 will be presented to the Board of Supervisors. The Board will have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
- If a Contractor has been debarred for a period longer than five (5) years, that Contractor may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: 1) elimination of the grounds for which the debarment was imposed; 2) a bona fide change in ownership or management; 3) material evidence discovered after debarment was imposed; or 4) any other reason that is in the best interests of the County.
- The Contractor Hearing Board will consider a request for review of a debarment determination only where 1) the Contractor has been debarred for a period longer than five (5) years; 2) the debarment has been in effect for at least five (5) years; and 3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board will conduct a hearing where evidence on the proposed reduction of

debarment period or termination of debarment is presented. This hearing will be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

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

8.12.5 Subcontractors of Contractor

These terms will also apply to subcontractors of County contractors.

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

The Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the County's policy to encourage all County contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster, in Exhibit G, in a prominent position at the Contractor's place of business. The Contractor will also encourage its subcontractors, if any, to post this poster in a prominent position in the subcontractor's place of business. Information and posters for printing are available at <https://lacounty.gov/residents/family-services/child-safety/safely-surrender/>.

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 will during the term of this Contract, maintain 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 will 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 the Contract in jeopardy if not corrected will be reported to the Board and listed in the appropriate contractor performance database. The report to the Board 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 will 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 must be made immediately after the Contractor has become aware of such damage, but in no event later than thirty (30) 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 must be repaid by the Contractor by cash payment upon demand.

8.17 Employment Eligibility Verification

8.17.1 The Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. The Contractor must obtain from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. The Contractor must retain all such documentation for all covered employees for the period prescribed by law.

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

8.18 Counterparts and Electronic Signatures and Representations

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.

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 prepared pursuant to Paragraph 8.1 (Amendments) and received via communications facilities (facsimile, email or electronic signature), as legally sufficient evidence that such legally binding signatures have been affixed to Amendments to this Contract.

8.19 Fair Labor Standards

The Contractor must comply with all applicable provisions of the Federal Fair Labor Standards Act and must 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 will 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 subcontractors), 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 as "force majeure events").

8.20.2 Notwithstanding the foregoing, a default by a subcontractor of Contractor will not constitute a force majeure event, unless such default arises out of causes beyond the control of both Contractor and such subcontractor, and without any fault or negligence of either of them. In such case, Contractor will not be liable for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required performance schedule. As used in this subparagraph, the term "subcontractor" and "subcontractors" mean subcontractors 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 will 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 will 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 must 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 must not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.
- 8.22.2** The Contractor will be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract all compensation and benefits. The County will 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 performing work pursuant to this Contract are, for purposes of Workers' Compensation liability, solely employees of the Contractor and not employees of the County. The Contractor will 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 must adhere to the provisions stated in Paragraph 7.6 (Confidentiality).

8.23 Indemnification

The Contractor must 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 must provide and maintain at its own expense insurance coverage satisfying the requirements specified in Paragraphs 8.24 and 8.25 of this Contract. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon Contractor pursuant to this Contract. The County in no

way warrants that the Required Insurance is sufficient to protect the Contractor for liabilities which may arise from or relate to this Contract.

8.24.2 Evidence of Coverage and Notice to County

- 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, must be delivered to County at the address shown below and provided prior to commencing services under this Contract.
- Renewal Certificates must be provided to County not less than ten (10) days prior to Contractor's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required contractor and/or sub-contractor insurance policies at any time.
- Certificates must 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 must match the name of the contractor identified as the contracting party in this Contract. Certificates must provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand dollars (\$50,000), and list any County required endorsement forms.
- Neither the County's failure to obtain, nor the County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the Contractor, its insurance broker(s) and/or insurer(s), will be construed as a waiver of any of the Required Insurance provisions.
- Certificates and copies of any required endorsements must be sent to the County Project Monitor at the electronic address herein provided in Exhibit D (County's Administration).
- Contractor also must 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 must promptly notify County of any third party claim or suit filed against Contractor or any of its subcontractors 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, its Special Districts, Elected Officials, Officers, Agents, employees, and volunteers (collectively County and its Agents) must 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 will 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 must 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 must provide County with, or Contractor's insurance policies must contain a provision that County will 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 must be provided to County at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of the Contract, in the sole discretion of the County, upon which the County may suspend or terminate this Contract.

8.24.5 Failure to Maintain Insurance

Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance will constitute a material breach of the 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 must 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 Must Be Primary

Contractor's insurance policies, with respect to any claims related to this Contract, must be primary with respect to all other sources of coverage available to Contractor. Any County maintained insurance or self-insurance coverage must 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 must require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.

8.24.9 Subcontractor Insurance Coverage Requirements

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

8.24.10 Deductibles and Self-Insured Retentions (SIRs)

Contractor's policies will 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 must 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 must precede the effective date of this Contract. Contractor understands and agrees it will maintain such coverage for a period of not less than three (3) 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 must 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 must 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:	\$20 million
Products/Completed Operations Aggregate:	\$10 million
Personal and Advertising Injury:	\$10 million
Each Occurrence:	\$10 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 must 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 must 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 must be provided to County at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. If applicable to Contractor's operations, coverage also must be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

8.25.4 Unique Insurance Coverage

- **Sexual Misconduct Liability**

Insurance covering actual or alleged claims for sexual misconduct and/or molestation with limits of not less than \$2 million per claim and \$2 million aggregate, and claims for negligent employment, investigation, supervision, training or retention of, or failure to report to proper authorities, a person(s) who committed any act of abuse, molestation, harassment, mistreatment or maltreatment of a sexual nature.

8.26 Liquidated Damages

8.26.1 If, in the judgment of the Director, or their designee, the Contractor is deemed to be non-compliant with the terms and obligations assumed hereby, the Director, or their designee, at their 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 Director, or their designee, in a written notice describing the reasons for said action.

8.26.2 If the Director, or their designee, determines that there are deficiencies in the performance of this Contract that the Director, or their designee, deems are correctable by the Contractor over a certain time span, the Director, or their 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 Director, or their 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 five hundred dollars (\$500) per day per infraction, hereunder, and that the Contractor will be liable to the County for liquidated damages in said amount. Said amount will be deducted from the County's payment to the Contractor; and/or (c) Upon giving five (5) days notice to the Contractor for failure to correct the deficiencies, the County may correct any and all deficiencies and the total costs incurred by 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 must 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 must 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 Paragraph 8.26.2, and must 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

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 must 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 will 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** Contractor certifies to the County each of the following:

- That Contractor has a written policy statement prohibiting discrimination in all phases of employment.
- That Contractor periodically conducts a self-analysis or utilization analysis of its work force.
- That Contractor has a system for determining if its employment practices are discriminatory against protected groups.
- 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.

- 8.28.3** The Contractor must 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 must 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 subcontractors, 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 will comply with all applicable Federal and State laws and regulations to the end that no person will, 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 will 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 will 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 will 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 will, at its sole option, be entitled to the sum of five hundred dollars (\$500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

8.29 Non Exclusivity

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

8.30 Notice of Delays

Except as otherwise provided under this Contract, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, that party must, within one (1) business day, give notice thereof, including all relevant information with respect thereto, to the other party.

8.31 Notice of Disputes

The Contractor must bring to the attention of the County's Project Manager and/or County's Project Director any dispute between the County and the Contractor regarding the performance of services as stated in this Contract. If the County's

Project Manager or County's Project Director is not able to resolve the dispute, the Director or designee will resolve it.

8.32 Notice to Employees Regarding the Federal Earned Income Credit

The Contractor must notify its employees, and will require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice must 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

The Contractor must notify and provide to its employees, and will require each subcontractor 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 G (Safely Surrendered Baby Law) of this Contract. Additional information is available at <https://lacounty.gov/residents/family-services/child-safety/safe-surrender/>.

8.34 Notices

All notices or demands required or permitted to be given or made under this Contract must be in writing and will 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 D (County's Administration) and E (Contractor's Administration). Addresses may be changed by either party giving ten (10) days prior written notice thereof to the other party. The Director, or their designee will 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

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 will 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 will be regarded as public records. Exceptions will be those elements in the [California Government Code Section 7921 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 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 must 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 will not inhibit the contractor from publishing its role under this Contract within the following conditions:

- The Contractor must develop all publicity material in a professional manner; and
- During the term of this Contract, the Contractor will not, and will 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.

- 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, provided that the requirements of this will apply.

8.38 Record Retention and Inspection-Audit Settlement

- 8.38.1** The Contractor must maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. The Contractor must 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, will 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, will be kept and maintained by the Contractor and will be made available to the County during the term of this Contract and for a period of five (5) years thereafter unless the County’s written

permission is given to dispose of any such material prior to such time. All such material must be maintained by the Contractor at a location in Los Angeles County, provided that if any such material is located outside of Los Angeles County, then, at the County's option, the Contractor will 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 must file a copy of such audit report with the County's Auditor Controller within thirty (30) days of the Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Contract. Subject to applicable law, the County will make a reasonable effort to maintain the confidentiality of such audit report(s)

8.38.3. Failure on the part of the Contractor to comply with any of the provisions of this subparagraph 8.38 will 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 (5) years after the expiration or termination of this Contract, representatives of the County conduct an audit of the Contractor regarding the work performed under this Contract, and if such audit finds that the County's dollar liability for any such work is less than payments made by the County to the Contractor, then the difference must 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 will be paid to the Contractor by the County by cash payment, provided that in no event will the County's maximum obligation for this Contract exceed the funds appropriated by the County for the purpose of this Contract.

8.38.4 In addition to the above, the Contractor agrees, should the County or its authorized representatives determine, in the County's sole discretion, that it is necessary or appropriate to review a broader scope of the Contractor's records (including, certain records related to non-County contracts) to enable the County to evaluate the Contractor's compliance with the County's Living Wage Program, that the Contractor will promptly and without delay provide to the County, upon the written request of the County or its authorized representatives, access to and the right to examine, audit, excerpt, copy, or transcribe any and all transactions, activities, or records relating to any of its employees who have provided services to the County under this Contract, including without limitation, records relating to work performed by said employees on the

Contractor's non-County contracts. The Contractor further acknowledges that the foregoing requirement in this Paragraph relative to Contractor's employees who have provided services to the County under this Contract is for the purpose of enabling the County in its discretion to verify the Contractor's full compliance with and adherence to California labor laws and the County's Living Wage Program. All such materials and information, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, must be kept and maintained by the Contractor and will be made available to the County during the term of this Contract and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such materials and information prior to such time. All such materials and information must be maintained by the contractor at a location in Los Angeles County, provided that if any such materials and information is located outside Los Angeles County, then, at the County's option, the Contractor will pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such materials and information at such other location.

8.39 Recycled Bond Paper

Consistent with the Board's 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 Subcontracting

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

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

- A description of the work to be performed by the subcontractor.
- A draft copy of the proposed subcontract; and
- Other pertinent information and/or certifications requested by the County.

8.40.3 The Contractor must indemnify, defend, and hold the County harmless with respect to the activities of each and every subcontractor in the same manner and to the same degree as if such subcontractor(s) were the Contractor employees.

8.40.4 The Contractor will remain fully responsible for all performances required of it under this Contract, including those that the Contractor has determined to subcontract, notwithstanding the County's approval of the Contractor's proposed subcontract.

- 8.40.5** The County's consent to subcontract will not waive the County's right to prior and continuing approval of any and all personnel, including subcontractor employees, providing services under this Contract. The Contractor is responsible to notify its subcontractors of this County right.
- 8.40.6** The County's Project Director is authorized to act for and on behalf of the County with respect to approval of any subcontract and subcontractor employees. After approval of the subcontract by the County, Contractor must forward a fully executed subcontract to the County for their files.
- 8.40.7** The Contractor will be solely liable and responsible for all payments or other compensation to all subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the County's consent to subcontract.
- 8.40.8** The Contractor must obtain certificates of insurance, which establish that the subcontractor maintains all the programs of insurance required by the County from each approved subcontractor. Before any subcontractor employee may perform any work hereunder, Contractor must ensure delivery of all such documents to the County Project Monitor at the physical or electronic address herein provided in Exhibit D (County's Administration).

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

Failure of the Contractor to maintain compliance with the requirements set forth in Paragraph 8.14 (Contractor's Warranty of Adherence to County's Child Support Compliance Program) will constitute default under this Contract. Without limiting the rights and remedies available to the County under any other provision of this Contract, failure of the Contractor to cure such default within ninety (90) calendar days of written notice will be grounds upon which the County may terminate this Contract pursuant to Paragraph 8.43 (Termination for Default) and pursue debarment of the Contractor, pursuant to [County Code Chapter 2.202](#).

8.42 Termination for Convenience

- 8.42.1** This Contract may be terminated, in whole or in part, from time to time, when such action is deemed by the County, in its sole discretion, to be in its best interest. Termination of work hereunder will be effected by notice of termination to the Contractor 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 will be no less than ten (10) 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 must:
- Stop work under this Contract on the date and to the extent specified in such notice, and

- Complete performance of such part of the work as would 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 must be maintained by the Contractor in accordance with Paragraph 8.38 (Record Retention and Inspection-Audit Settlement).

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:

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

8.43.2 In the event that the County terminates this Contract in whole or in part as provided in Paragraph 8.43.1, 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 will 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 will continue the performance of this Contract to the extent not terminated under the provisions of this Paragraph.

8.43.3 Except with respect to defaults of any subcontractor, the Contractor will not be liable for any such excess costs of the type identified in Paragraph 8.43.2 if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either of them, the Contractor will not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in

sufficient time to permit the Contractor to meet the required performance schedule. As used in this Paragraph, the term "subcontractor(s)" means subcontractor(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) it is determined by the County that the Contractor was not in default under the provisions of Paragraph 8.43 (Termination for Default) or that the default was excusable under the provisions of subparagraph 8.43.3, the rights and obligations of the parties will be the same as if the notice of termination had been issued pursuant to Paragraph 8.42 (Termination for Convenience).

8.43.5 The rights and remedies of the County provided in this Paragraph 8.43 (Termination for Default) will 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 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 the 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.

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:

- Insolvency of the Contractor. The Contractor will be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the Contractor is insolvent within the meaning of the Federal Bankruptcy Code;

- The filing of a voluntary or involuntary petition regarding the Contractor under the Federal Bankruptcy Code;
- The appointment of a Receiver or Trustee for the Contractor; or
- 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 will 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

The Contractor, and each County Lobbyist or County Lobbying firm as defined in [County Code Section 2.160.010](#) retained by the Contractor, must 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 will 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

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

8.48 Validity

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

8.49 Waiver

No waiver by the County of any breach of any provision of this Contract will 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 will not be construed as a waiver thereof. The rights and remedies set forth in this Paragraph 8.49 will 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 will 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

Contractor acknowledges that County has established a goal of ensuring that all individuals and businesses that benefit financially from County through contract 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.

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

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) will 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 (10) days of notice will 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

The Contractor must notify its employees and must require each subcontractor to notify and provide to its employees, information regarding the time off for voting law ([Elections Code Section 14000](#)). Not less than ten (10) days before every statewide election, every contractor and subcontractors must 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

Contractor acknowledges that the County has established a Zero Tolerance Policy on Human Trafficking prohibiting contractors from engaging in human trafficking.

If a Contractor or member of Contractor's staff is convicted of a human trafficking offense, the County will require that the Contractor or member of Contractor's staff be removed immediately from performing services under the Contract. County will not be under any obligation to disclose confidential information regarding the offenses other than those required by law.

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

8.55 Integrated Pest Management (IPM) Program Compliance (intentionally Omitted)

8.56 Compliance with Fair Chance Employment Hiring Practices

Contractor, and its subcontractors, must comply with fair chance employment hiring practices set forth in [California Government Code Section 12952](#). Contractor's violation of this Paragraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract.

8.57 Compliance with the County Policy of Equity

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 subcontractors acknowledge and certify receipt and understanding of the CPOE. Failure of the Contractor, its employees or its subcontractors 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)

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 will result in the disqualification of the Contractor/Proposer from participation in the County solicitation or the termination or cancellation of any resultant County Contract.

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.

8.60 Campaign Contribution Prohibition Following Final Decision in Contract 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.

9.0 UNIQUE TERMS AND CONDITIONS

9.1 Compliance with the County's Living Wage Program

9.1.1 Living Wage Program

This Contract is subject to the provisions of the County's ordinance entitled Living Wage Program as codified in [Sections 2.201.010 through 2.201.100 of the Los Angeles County Code](#).

9.1.2 Payment of Living Wage Rates

- Unless the Contractor has demonstrated to the County's satisfaction either that the contractor is not an "Employer" as defined under the Program ([Section 2.201.020 of the County Code](#)) or that the contractor qualifies for an exception to the Living Wage Program ([Section 2.201.090 of the County Code](#)), the Contractor must pay its employees no less than the applicable hourly living wage rate for the employees' services provided to the County, including, without limitation, "Travel Time" as defined below.
- For purposes of this Paragraph, "Contractor" includes any subcontractor engaged by the Contractor to perform services for the County under the Contract. If the Contractor uses any subcontractor to perform services for the County under the Contract, the subcontractor will be subject to the provisions of this Paragraph. The provisions of this Paragraph will be inserted into any such subcontract and a copy of the Living Wage Program must be attached to the subcontract. "Employee" means any individual, who is an employee of the Contractor under the laws of California, and who is providing full-time or part-time services to the Contractor, which are provided to the County under the Contract. "Full-time" means a minimum of forty (40) hours worked per week, or a lesser number of hours, if the lesser number is a recognized industry standard and is approved as such by the County; however, fewer than thirty-five (35) hours worked per week will not, in any event, be considered full-time.
- If the Contractor is required to pay a living wage when the Contract commences, the Contractor must continue to pay a living wage for the entire term of the Contract, including any option period.

- If the Contractor is not required to pay a living wage when the Contract commences, the Contractor will have a continuing obligation to review the applicability of its “exemption status” from the living wage requirement. The Contractor must immediately notify the County if the Contractor at any time either comes within the Living Wage Program’s definition of “Employer” or if the Contractor no longer qualifies for the exception to the Living Wage Program. In either event, the Contractor will immediately be required to commence paying the living wage and will be obligated to pay the living wage for the remaining term of the Contract, including any option period. The County may also require, at any time during the Contract and at its sole discretion, that the Contractor demonstrate to the County’s satisfaction that the contractor either continues to remain outside of the Living Wage Program’s definition of “Employer” and/or that the Contractor continues to qualify for the exception to the Living Wage Program. Unless the Contractor satisfies this requirement within the time frame permitted by the County, the Contractor will immediately be required to pay the living wage for the remaining term of the Contract, including any option period.
- For purposes of the Contractor's obligation to pay its employees the applicable hourly living wage rate under this Contract, “Travel Time” will have the following two meanings, as applicable: 1) With respect to travel by an employee that is undertaken in connection with this Contract, Travel Time will mean any period during which an employee physically travels to or from a County facility if the Contractor pays the employee any amount for that time or if California law requires the Contractor to pay the employee any amount for that time; and 2) With respect to travel by an employee between County facilities that are subject to two different contracts between the Contractor and the County (of which both contracts are subject to the Living Wage Program), Travel Time will mean any period during which an employee physically travels to or from, or between such County facilities if the Contractor pays the employee any amount for that time or if California law requires the Contractor to pay the employee any amount for that time.

9.1.3 Contractor’s Submittal of Certified Monitoring Reports

The Contractor must submit to the County certified monitoring reports at a frequency instructed by the County. The certified monitoring reports must list all of the Contractor’s employees during the reporting period. The certified monitoring reports must also verify the number of hours worked and the hourly wage rate paid, for each of its employees. All certified monitoring reports must be submitted on forms provided in Exhibit H (Payroll Statement of Compliance), or other form approved by the County which contains the above information. The County reserves the right to request any additional information it may deem necessary. If the County requests additional information, the Contractor must

promptly provide such information. The Contractor, through one of its officers, must certify under penalty of perjury that the information contained in each certified monitoring report is true and accurate.

9.1.4 Contractor's Ongoing Obligation to Report Labor Law-Payroll Violations and Claims

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

9.1.5 County Auditing of Contractor Records

Upon a minimum of twenty-four (24) hours' written notice, the County may audit, at the Contractor's place of business, any of the Contractor's records pertaining to the Contract, including all documents and information relating to the certified monitoring reports. The Contractor is required to maintain all such records in California until the expiration of four (4) years from the date of final payment under the Contract. Authorized agents of the County must have access to all such records during normal business hours for the entire period that records are to be maintained.

9.1.6 Notifications to Employees

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

9.1.7 Enforcement and Remedies

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

- **Remedies for Submission of Late or Incomplete Certified Monitoring Reports**

If the Contractor submits a certified monitoring report to the County after the date it is due or if the report submitted does

not contain all of the required information or is inaccurate or is not properly certified, any such deficiency will constitute a breach of the Contract. In the event of any such breach, the County may, in its sole discretion, exercise any or all of the following rights/remedies:

1) Withholding of Payment

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

2) Liquidated Damages

It is mutually understood and agreed that the Contractor's failure to submit an accurate, complete, timely and properly certified monitoring report will result in damages being sustained by the County. It is also understood and agreed that the nature and amount of the damages will be extremely difficult and impractical to fix; that the liquidated damages set forth herein are the nearest and most exact measure of damages for such breach that can be fixed at this time; and that the liquidated damages are not intended as a penalty or forfeiture for the Contractor's breach. Therefore, in the event that a certified monitoring report is deficient, including but not limited to being late, inaccurate, incomplete or uncertified, it is agreed that the County may, in its sole discretion, assess against the Contractor liquidated damages in the amount of one hundred dollars (\$100) per monitoring report for each day until the County has been provided with a properly prepared, complete and certified monitoring report. The County may deduct any assessed liquidated damages from any payments otherwise due the Contractor.

3) Termination

The Contractor's continued failure to submit accurate, complete, timely and properly certified monitoring reports may constitute a material breach of the Contract. In the event of such material breach, the County may, in its sole discretion, terminate the Contract.

- **Remedies for Payment of Less Than the Required Living Wage**

If the Contractor fails to pay any employee at least the applicable hourly living wage rate, such deficiency will constitute a breach of the Contract. In the event of any such breach, the County may, in its sole discretion, exercise any or all of the following rights/remedies:

- 1) **Withholding Payment**

If the Contractor fails to pay one or more of its employees at least the applicable hourly living wage rate, the County may withhold from any payment otherwise due the Contractor the aggregate difference between the living wage amounts the Contractor was required to pay its employees for a given pay period and the amount actually paid to the employees for that pay period. The County may withhold said amount until the Contractor has satisfied the County that any underpayment has been cured, which may include required submittal of revised certified monitoring reports or additional supporting documentation.

- 2) **Liquidated Damages**

It is mutually understood and agreed that the Contractor's failure to pay any of its employees at least the applicable hourly living wage rate will result in damages being sustained by the County. It is also understood and agreed that the nature and amount of the damages will be extremely difficult and impractical to fix; that the liquidated damages set forth herein are the nearest and most exact measure of damages for such breach that can be fixed at this time; and that the liquidated damages are not intended as a penalty or forfeiture for the Contractor's breach. Therefore, it is agreed that the County may, in its sole discretion, assess against the Contractor liquidated damages of fifty dollars (\$50) per employee per day for each and every instance of an underpayment to an employee. The County may deduct any assessed liquidated damages from any payments otherwise due the Contractor.

- 3) **Termination**

The Contractor's continued failure to pay any of its employees the applicable hourly living wage rate may constitute a material breach of the Contract. In the event of such material breach, the County may, in its sole discretion, terminate the Contract.

- **Debarment**

In the event the Contractor breaches a requirement of this Paragraph, the County may, in its sole discretion, bar the Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach, in accordance with [Los Angeles County Code, Chapter 2.202](#), Determinations of Contractor Non-Responsibility and Contractor Debarment.

9.1.8 Use of Full-Time Employees

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

9.1.9 Contractor Retaliation Prohibited

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

9.1.10 Contractor Standards

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

9.1.11 Employee Retention Rights (Intentionally Omitted)

9.1.12 Neutrality in Labor Relations

The Contractor must not use any consideration received under the Contract to hinder, or to further, organization of, or collective bargaining activities by or on behalf of the Contractor's employees, except that this restriction will not apply to any expenditure made in the course of good faith collective bargaining, or to any expenditure pursuant to obligations

incurred under a bona fide collective bargaining Contract, or which would otherwise be permitted under the provisions of the National Labor Relations Act.

10.0 SURVIVAL

In addition to any terms and conditions of this Agreement that expressly survive expiration or termination of this Agreement by their terms, the following provisions will survive the expiration or termination of this Agreement for any reason:

Paragraph 1.0	Applicable Documents
Paragraph 2.0	Definitions
Paragraph 3.0	Work
Paragraph 5.4	No Payment for Services Provided Following Expiration - Termination of Contract
Paragraph 7.6	Confidentiality
Paragraph 8.1	Amendments
Paragraph 8.2	Assignment and Delegation/Mergers or Acquisitions
Paragraph 8.6	Compliance with Applicable Laws
Paragraph 8.19	Fair Labor Standards
Paragraph 8.20	Force Majeure
Paragraph 8.21	Governing Law, Jurisdiction, and Venue
Paragraph 8.23	Indemnification
Paragraph 8.24	General Provisions for all Insurance Coverage
Paragraph 8.25	Insurance Coverage
Paragraph 8.26	Liquidated Damages
Paragraph 8.34	Notices
Paragraph 8.38	Record Retention and Inspection-/Audit Settlement
Paragraph 8.42	Termination for Convenience
Paragraph 8.43	Termination for Default
Paragraph 8.48	Validity
Paragraph 8.49	Waiver
Paragraph 8.58	Prohibition from Participation in Future Solicitation(s)
Paragraph 8.60	Campaign Contribution Prohibition Following Final Decision in Contract Proceeding
Paragraph 9.1	Compliance with County's Living Wage Program
Paragraph 10.0	Survival

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.



CONTRACTOR

INTER-CON SECURITY SERVICES SYSTEMS, INC.

By

**SEE
ORIGINAL**

Name

Title

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

EDWARD YEN
Executive Officer
Clerk of the Board of Supervisors

COUNTY OF LOS ANGELES

By

Katmya Barger
Chair, Board of Supervisors

By

Maria Oledda
Deputy

ATTEST:

EDWARD YEN
Executive Officer of the
Board of Supervisors of the
County of Los Angeles

By

Maria Oledda

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

APPROVED AS TO FORM:

DAWYN R. HARRISON
County Counsel

By

Keever R. Muir

Keever Rhodes Muir
Senior Deputy County Counsel

19 March 18, 2025

Edward Yen

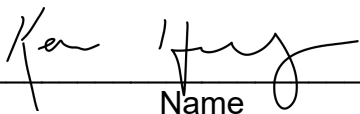
EDWARD YEN
EXECUTIVE OFFICER

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.

CONTRACTOR

INTER-CON SECURITY SERVICES SYSTEMS, INC.

By


Name

Chief Strategy Officer

Title

COUNTY OF LOS ANGELES

By

**SEE
ORIGINAL**

Chair, Board of Supervisors

79646

ATTEST:

EDWARD YEN
Executive Officer of the
Board of Supervisors of the
County of Los Angeles

By **SEE
ORIGINAL**

APPROVED AS TO FORM:

DAWYN R. HARRISON
County Counsel

By **SEE
ORIGINAL**
Keever Rhodes Muir
Senior Deputy County Counsel

**CONTRACT FOR
ARMED SECURITY GUARD SERVICES**

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STATEMENT OF WORK AND ATTACHMENTS

ARMED SECURITY GUARD SERVICES

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SOW ATTACHMENTS

- 1 Contract Discrepancy Report (CDR)
- 2 Service Locations, Hours, and Number of Guards
- 3 Armed Security Guard Services Employee Sign-In/Sign-Out Log

STATEMENT OF WORK (SOW)

1.0 SCOPE OF WORK

- 1.1 The Contractor will provide daily Armed Security Guard Services (Security Services) during business hours for LA County Library (Library) facilities identified in the SOW Attachment 2 (Service Locations, Hours, and Number of Guards) of this Exhibit A, by providing all labor, supervision, equipment, materials and supplies necessary for the Contractor's performance under this Contract. If the Contractor is unable to provide Security Services for a Library facility, an unarmed guard may be placed temporarily and invoiced according with Exhibit B (Pricing Schedule), of the Contract for the affected Library facility.
- 1.1.1 The Contractor will ensure safety and protection of Library personnel, patrons, and property, preventing and deterring illegal activity such as theft, vandalism, and accidents.
- 1.1.2 The Contractor personnel will patrol the entire Library property, including, but not limited to, the facility's interior and exterior, parking lots and parking structures, stairwells, and various points entry to the building.
- 1.1.3 The Contractor personnel will be able to identify, attempt to prevent, and avert potential threats, criminal behaviors, suspicious situations or injuries.
- 1.1.4 The Contractor personnel will be first to act and help people in need in emergency situations and assist in evacuations and other serious security events.
- 1.1.5 The Contractor personnel will monitor Library patron activity to ensure compliance with the Library's Customer Expectations Policy, found at <https://lacountylibrary.org/customer-expectations/>.

2.0 ADDITION AND/OR DELETION OF FACILITIES, SPECIFIC TASKS AND/OR WORK HOURS

- 1.2 County reserves the right to amend the Contract to reflect any changes by an increase or decrease in the number of facilities or days/hours of service for facilities listed in SOW Attachment 2 (Service Locations, Hours, and Number of Guards) of this Exhibit A. County will notify the Contractor, in writing, at least ten (10) business days prior to the effective date of any modifications. The Contractor will be compensated for the Security Services of additional library facilities designated after the Contract's commencement date based on the submission of an approved cost per additional facility. Payment adjustments will be made to reflect such modification in services on a pro-rata basis commensurate with the number of library facilities and/or days/hours of service increased or decreased of the affected library facilities. County will determine the need for modification referenced herein.
- 2.1 All changes must be made in accordance with Paragraph 8.1 (Amendments) of the Contract. All terms in the Contract will extend to any library facility added by the Amendment.

3.0 QUALITY CONTROL

The Contractor must establish and utilize a comprehensive Quality Control Plan (QCP) to ensure the County receives a consistently high level of service throughout the term of the Contract. The QCP must be submitted to the County's Project Monitor for review. The QCP must include, but may not be limited to, the following:

- 3.1** Method of monitoring to ensure that Contract requirements are being met;
- 3.2** A record of all inspections conducted by the Contractor, any corrective action taken, the time a problem was first identified, a clear description of the problem, and the time elapsed between identification and completed corrective action, must be provided to the County upon request.
- 3.3** The Contractor will maintain and update as necessary written policy and procedures regarding the licensing, certification, training files, and work requirements for all Contractor personnel assigned to provide Security Services under the Contract, and will provide updates to the County's Project Monitor for review immediately upon request.

4.0 QUALITY ASSURANCE PLAN

The County will evaluate the Contractor's performance under this Contract using the quality assurance procedures as defined in Paragraph 8.15 (County's Quality Assurance Plan) of the Contract.

4.1 Monthly Meetings

The Contractor is required to attend a scheduled meeting as needed. Advance notification will be given at least one (1) business day prior to the meeting.

4.2 Contract Discrepancy Report

Notification of a Contract discrepancy will be made to the County's Project Monitor as soon as possible whenever a Contract discrepancy is identified. The problem must be resolved within a time period mutually agreed upon by the County and the Contractor.

The County's Project Monitor will determine whether a formal Contract Discrepancy Report (CDR), SOW Attachment 1 of this Exhibit A, will be issued. Upon receipt of this document, the Contractor is required to respond in writing to the County's Project Monitor within five (5) business days, acknowledging the reported discrepancies or presenting contrary evidence. A plan for correction of all deficiencies identified in the CDR must be submitted to the County's Project Monitor within ten (10) business days.

4.3 County Observations

In addition to departmental contracting staff, other County personnel may observe performance, activities, and review documents relevant to this Contract at any time during normal business hours. However, these personnel may not unreasonably interfere with the Contractor's performance.

5.0 DEFINITIONS

Throughout this SOW, references are made to certain persons, groups, or Departments/Agencies. For convenience, a description of specific definitions can be found in Paragraph 2.0 (Definitions), of the Contract. The headings are for convenience and reference only and are not intended to define the scope of any provision thereof.

6.0 RESPONSIBILITIES

The County's and the Contractor's responsibilities are as follows:

COUNTY

6.1 Personnel

The County will administer the Contract according to Paragraph 6.0 (Administration of Contract – County), of the Contract. Specific duties will include:

- 6.1.1 Monitoring the Contractor's performance in the daily operation of this Contract.
- 6.1.2 Providing direction to the Contractor in areas relating to policy, information and procedural requirements.
- 6.1.3 Preparing Amendments in accordance with Paragraph 8.1 (Amendments) of the Contract.

6.2 Furnished Items

6.2.1 Keys/Access Cards/Remote Controls

- A. County will provide three (3) sets of keys/access cards/remote controls, at no cost to the Contractor, for the library facilities to be serviced. The Contractor will acknowledge receipt of the keys/access cards/remote controls accepting full responsibility. Contractor employees are to use keys/access cards/remote controls only in the carrying out of contracted services. All such keys/access cards/remote controls are property of the County and will be returned to the County's Project Monitor upon termination of the Contract.
- B. If additional sets are needed, the Contractor will submit a request in writing to the County's Project Manager. **At no time are the keys to be duplicated by the Contractor.** Any lost or damaged keys/access cards/remote controls will be replaced at the expense of the Contractor based on the County's replacement cost.

6.2.2 Alarm Codes

- A. Contractor may be issued intrusion alarm codes to the library facilities to be serviced. The Contractor accepts full responsibility for the security of the alarm codes and will provide codes only to its employees as required to provide Security Services in accordance with the Contract.

- B.** Instructions for the use of intrusion alarms will be provided by the County. If it is determined that the Contractor's employee fails to arm the intrusion alarm or is responsible for a false alarm, liquidated damages will be assessed.

6.2.3 Materials and Equipment

County does not make telephones, computers, faxes, copiers or any County peripherals available for the use of the Contractor's employees. Any such misuse of County property will result in the assigned Contractor employees' immediate removal from working on the Contract and liquidated damages will be assessed.

CONTRACTOR

6.3 Contractor's Project Manager

- 6.3.1** Contractor must provide a full-time Project Manager or designated alternate. County must have access to the Contractor's Project Manager from Monday through Friday, 8:00 a.m. to 6:00 p.m. (Pacific Standard Time).
- 6.3.2** Contractor's Project Manager must act as a central point of contact with the County.
- 6.3.3** Contractor's Project Manager must have at minimum three (3) years of experience of demonstrated experience in the Security Service industry, to include but not limited to, the overseeing of day-to-day operations in the delivery of services, customer relations, and quality control.
- 6.3.4** Contractor's Project Manager/alternate must have full authority to act for Contractor on all matters relating to the daily operation of the Contract. Contractor's Project Manager/alternate must be able to effectively communicate, in English, both orally and in writing.

6.4 Personnel

- 6.4.1** Contractor will assign a sufficient number of staff to perform the required work based on the location requirements. Assigned employees on site must speak and understand English. Additional languages are desirable.

A. Personnel Experience Requirements

Contractor will provide personnel who meet the following experience requirements:

1) Armed Security Guard Supervisor

Armed Security Guard Supervisor (Security Supervisor) will have a minimum of two (2) years paid Security Service industry experience within the last three (3) years. Note: Military service may be accepted as meeting all or part of the security experience requirements, if security experience is clearly articulated in the candidate's military job history.

2) **Armed Security Guard**

Armed Security Guard (Security Guard) will have a minimum of one (1) year of Security Service industry experience within the last three (3) years. Note: Military service may be accepted as meeting all or part of the security experience requirements, if security experience is clearly articulated in the candidate's military job history. If the Contractor is unable to provide armed guards for a Library facility, an unarmed guard may be placed temporarily and the invoice adjusted accordingly.

6.4.2 Contractor will assign at minimum two (2) Security Supervisors exclusively to each Contract to monitor and inspect the personnel and their performance. Actual number of supervisors will be based on the pricing schedule submitted in the proposal.

6.4.3 Contractor will ensure that only personnel assigned to the Contract are permitted at the library facilities at all times.

6.4.4 County may, at any time, give the Contractor written notices to the effect that the conduct or action of a designated employee of the Contractor is, in the reasonable belief of the County, detrimental to the interest of the public patronizing the premises. The Contractor will meet with representatives of the County to consider the appropriate course of action with respect to such matter and the Contractor will take reasonable measures under the circumstances to assure the County that the conduct and activities of the Contractor's employee will not be detrimental to the interest of the public patronizing the premises. The County has the right to approve or disapprove the Contractor's employees.

6.4.5 Contractor's assigned employees will be closely monitored to detect operational irregularities and noncompliance with contractual requirements. It is the Contractor's responsibility to see that the organization oversees the activities, and does not delay, ignore, or otherwise limit contractual obligations to a task, site or operational request from the County.

6.4.6 Background and Investigations

A. Contractor will be required to background check their employees providing services as set forth in this Paragraph 6.4.6.

B. County will not accept any of Contractor's employees who have the following within their background:

- 1) Military conduct that involved dishonorable discharge, bad conduct, or an undesirable discharge;
- 2) Conviction for a sex offense;
- 3) Any conviction of drunk or reckless driving within the last three (3) years;

- 4) Conduct that would preclude the employee from receiving a bond;
- 5) Felony conviction;
- 6) Any pattern of irresponsible behavior including, but not limited to, unsatisfactory driving or employment records; or
- 7) Any pattern of recent or habitual illegal drug use.

6.4.7 Employee File

For each employee assigned to the Contract, the Contractor will maintain an Employee File with comprehensive documents ready for County's Project Monitor to review upon request in accordance with Paragraph 6.4.6 (Background and Investigations), of the SOW. The Employee File will contain copies of the following:

A. Employment Application

B. Employment History

Employment history will include a list of candidate's present or last job first, then all jobs held and any periods of unemployment for the previous ten (10) years, including all security services experience.

- 1) Military Service - All military experience (regular or reserve) must be documented. Include a copy of candidate's Selective Service Card and/or military discharge papers DD214. If candidate does not possess a Selective Service Card or military discharge papers, explain why information is not available.
- 2) Driving Record - Include current printout of the candidate's Department of Motor Vehicle Record is required at the time of the candidate's interview with Department Civilian Background Unit and annually thereafter.
- 3) Bureau of Security and Investigative Services (BSIS) Certified Course in Firearms Training (8 hours) - Include copy of current BSIS Certified Course in Firearms Training.
- 4) California Firearm Qualification Card for assigned employees. - Include copy of current California Firearm Qualification Card. California Firearm Permit for assigned employees - Include copy of current California Firearm Permit.
- 5) Guard Registration Card – Include copy of current Guard Registration Card, issued by the California Department of Consumer Affairs (DCA), Bureau of Security and Investigative Services (BSIS).
- 6) Certificate for Cardiopulmonary Resuscitation (CPR) for Adult, Child, and Infant including Automated External Defibrillator (AED) - Include copy of current Adult, Child, and Infant CPR card, issued by American Red Cross, American Heart

Association, or equivalent provider (8 hours) and Automated External Defibrillator (AED) certification.

- 7) First Aid Certification for Adult, Child, and Infant - Include copy of current First Aid Certification, issued by American Red Cross, American Heart Association, or equivalent provider (8 hours).
- 8) Baton Permit Issued by Bureau of Security & Investigative Services (BSIS) - Include copy of baton permit issued by BSIS.
- 9) MACE/Pepper Spray Permit - Include copy of permit to carry ten percent (10%) solution of oleoresin capsicum (pepper spray).
- 10) Pass result of random drug tests and DMV checks.
- 11) Valid California Class "C" Driver's License or California Identification Card - Include copy of valid California Class "C" Driver's License or California Identification Card.
- 12) High School or G.E.D. diploma or equivalent - Include copy of High School or G.E.D. diploma or equivalent.

C. Site/Post-Specific Orientations and Training

Contractor will conduct site/post-specific orientation and training to ensure assigned employees are familiar with the facilities and understand their responsibilities at the facilities.

D. Annual Performance Evaluations

Contractor will conduct annual performance evaluations for employee. A copy of the employee's performance evaluation will be included in each employee's Employee File.

6.5 Uniforms/Identification Badges

6.5.1 Uniforms

Contractor employees assigned to County facilities must always wear an appropriate and approved uniform at all times. Uniform is to consist of a shirt with the company name and uniform pants, in addition to the approved items listed on number D of this paragraph 6.5.1. All uniforms, as required and approved by the County's Project Manager or their designee, will be provided by and at Contractor's expense.

- A.** Uniforms will be the same for all assigned Contractor employees unless an exception is required or approved by the County's Project Manager.
- B.** Uniforms will be tailored for the employee and will fit appropriately and professionally, with shirts tucked into trousers, and trousers not excessively short or long.
- C.** Uniforms will be clean and neatly pressed, free from stains, tears, or showing excessive wear. Any uniform observed to show excessive wear will be replaced at the Contractor's expense. Undershirts, if

worn, will be clean and free from stains, tears, excessive wear or fading and will be an appropriate color to match the uniform shirt, i.e., white, black or navy.

D. Contractor will obtain written approval for uniform(s) and other related attire from County Project Manager at least thirty (30) calendar days prior to commencing work under the Contract. Uniforms will consist of the following items, unless an exception is required or approved in writing by the Department:

- 1) Trouser – Company standard
- 2) Shirt/blouse – Company standard
- 3) Belt – Solid black or black basket weave
- 4) Tie – Optional
- 5) Tie bar – Optional
- 6) Socks – Solid black or navy blue, appropriate to Trouser color, if boots are not worn and are visible
- 7) Shoes – Solid black, leather, low rise plain-toed oxfords or military type boot, with smooth finish
- 8) Shoulder patches, as required by California Business and Professions Code 7582.27, on both arms of uniform shirt/blouse and jacket
- 9) Jacket, with appropriate shoulder patches, as appropriate to weather conditions – Navy or Black (as needed)
- 10) Identification Badge, with name and photo must be visible while on duty,
- 11) Badge, if applicable, to be worn on the upper left breast of the uniform shirt,
- 12) Name Tags, if applicable, to be worn on the upper right breast of the uniform shirt, and
- 13) Rain gear (as needed).

6.5.2 Identification Badges

Contractor must ensure their employees are appropriately identified as set forth in Paragraph 7.4 (Contractor's Staff Identification), of the Contract, and must include a recent photograph of the employee, within last two (2) years.

6.6 Materials, Equipment, and Accessories

6.6.1 The purchase of all materials, equipment, and accessories to provide the needed services is the responsibility of the Contractor. The Contractor must use materials, equipment, and accessories that are safe for the environment and safe for use by the employee.

6.6.2 Contractor will be responsible for the maintenance of all materials, equipment, and accessories provided to the Contractor employees.

6.6.3 Contractor employees assigned to this contract will be provided with, at least, the following:

A. Current California Guard Registration Card

B. Weapon

- 1) Valid and current firearms permit indicating the specific firearm issued;
- 2) Leather thumb break, break front holster for Colt, Smith & Wesson 38/357 Beretta, 9mm Glock or Sturm Ruger double-action, 38 Special or .357 magnum caliber revolver;
- 3) Ammunition pouch designed to hold two magazines and two Speed Loaders;
- 4) 0.38 caliber, either Winchester 110 grain +P+ or Spear 125 grain+P, semi-jacketed, hollow point or Remington 0.38 Special plus P hollow points 128 grain or Winchester and Round Ball full jacket bullets in accordance with the following:
 - i) Must be factory loaded;
 - ii) A minimum of 12 additional rounds must be carried for the handgun;
 - iii) The ammunition is to be replaced annually;
 - iv) Must be approved by the County.

C. Radios

- 1) Contractor will provide two-way radios with earpiece, lapel microphone, batteries, supplies, and maintenance for radios, as follows:
 - i) Contractor will provide one (1) earpiece radio and lapel microphone for each assigned employee;
 - ii) Contractor will provide a sufficient number of batteries to provide a fully-charged battery and a fully-operational radio for the assigned employee;
 - iii) Contractor will provide one (1) hand-held radio for each Library;
 - iv) Contractor will provide regular maintenance, repair and/or replacement for all radio equipment, as needed;
 - v) Contractor will ensure all radios are programmed and available, and that the radio system is operational prior to commencing work under the Contract, and that the radio system is able to operate efficiently and effectively

throughout the Library premises without interruption and must follow all FCC regulations.

A. Baton

- 1) Valid and current permit for Baton;
- 2) Straight Expandable/Straight Baton or Side Handle Expandable Baton/Side Handle Baton with Baton Ring for the use by assigned employees. Baton must comply with BSIS approved guidelines with the following specifications:
 - i) Material: Wood, synthetic (plastic) substance of equivalent physical properties to the wooden baton (strength, density, and toughness) aluminum, polycarbonate;
 - ii) Length: Between 14 inches and 24 inches, constant, or two section expandable;
 - iii) Weight: Weight in proportion to size as specified by manufacturer;
 - iv) Diameter: Short end: 1 inch to 1 ¼ inches; long end: ¾ inch to 1 ¼ inches;
 - v) Color: Wood may be brown and black, plastic/polycarbonate must be black, metal is black or chrome;
 - vi) Surface: Ends must be rounded blunt; no cutting, ridged, or sharp edges;
 - vii) Loading: Baton cannot be altered or filled with any substance that causes additional weight over manufacturer specifications;
 - viii) Grommet: Black rubber, slipped over the side handle of the baton;
 - ix) Strap: Baton may not be fitted with a strap.

B. Miscellaneous Accessories

- 1) One (1) Key Snap;
- 2) Four (4) keepers;
- 3) One (1) set Handcuffs plus key;
- 4) One (1) 500 Lumen (min.) flashlight;
- 5) Pepper spray (10% solution of oleoresin capsicum in a 1.47 oz. container and carried in holster);
- 6) One (1) Handcuff case;
- 7) Sam/Sally Browne belt, and;
- 8) Personal Protective Equipment (PPE) Pouch.

C. Vehicles

- 1) All vehicles will be provided by the Contractor, at Contractor expense;
- 2) Contractor will provide vehicles to provide relief, make rounds of inspections, conduct random site visits, and fulfill relief and supervisory responsibilities at the different libraries;
- 3) Contractor vehicles will be clearly and easily identifiable, in compliance with California Vehicle Code (VEH) 25279 and must be well maintained and kept clean at all times;
- 4) Contractor provided vehicles will be as follows:
 - i) Less than five (5) years old;
 - ii) In good condition/repair with no visible damages;
 - iii) Properly marked with company name and logo;
 - iv) Suitable for parking lot patrol;
 - v) Tires will be in good condition at all times.
 - vi) Will have the following items in the vehicle:
 - 1) First aid kit;
 - 2) 5lb ABC type fire extinguisher;
 - 3) Hand-held or vehicle spotlight;
 - 4) Traffic cones;
 - 5) Flares;
 - 6) Yellow scene management (banner guard type) tape.
- 5) Contractor will maintain and provide, upon request by County, a current vehicle list, including description, license plate numbers, and vehicle identification numbers of all Contractor owned vehicles used by assigned employees. All vehicles must be in safe operating condition in compliance with all California Vehicle Code regulations.
- 6) County may conduct periodic inspections of all Contractor vehicles used to provide services under the Contract.

6.7 Training

- 6.7.1** Contractor must provide training programs for all new employees and continuing in-service training for all employees.
- 6.7.2** Contractor's assigned employees must comply with the training, licensing, and certification requirements of the Department of Consumer Affairs (DCA), Bureau of Security and Investigative Services (BSIS), Title 16, Division 7 of the California Code of Regulations, Article 9, Skills Training

Course for Security Guards under the California Business and Professional sections 7581, 7583.5, 7583.6, and 7583.7.

6.7.3 Contractor must provide proof of training to the County upon completion of initial assignment and annually thereafter. Proof of training must include a list of subjects trained in and a signature from the employee acknowledging training and understanding. All company training records, including course materials, must be available for inspection at the request of the County. Training include but not limited to:

- A.** Sexual Harassment Prevention Training – Per Government Code 12950.1 (AB1825) Two (2) hours of classroom training regarding sexual harassment prevention for all supervisory employees.
- B.** Power to Arrest Training
- C.** Baton Training
- D.** Firearm Training
- E.** First Aid/CPR
- F.** Emergency Response Issues (Bomb Threat, Fire, Disruptive Behavior)
- G.** Emergency Procedures Related to Medical, Life / Safety and Acts of Nature
- H.** Evacuation Procedures – Power Outage and Hostage Taking
- I.** Threat Assessment
- J.** Detecting Unusual Behavior, Warning Signs, and Awareness
- K.** Conflict Management – De-escalating Situation
- L.** Recognizing Gender & Racial Harassment & Discrimination
- M.** Safety Awareness
- N.** Weapon of Mass Destruction & Terrorism Awareness
- O.** Customer Service

6.7.4 Prior to their first day of assignment, the Contractor will provide all the assigned employees with training and orientation regarding their assigned tasks and in the safe handling of equipment, including, but not limited to entry alarms, doors, work requirements, and restrictions. All equipment will be checked daily for safety. All employees must wear safety and protective gear according to OSHA standards.

6.7.5 County may audit Contractor's training classes and/or inspect employee training records, including but not limited to licenses, permits, and certifications at County's discretion.

6.7.6 Contractor will ensure that assigned employees understand their roles and responsibilities under the Contract to (1) intervene to prevent injurious acts to persons and property, (2) assist patrons and library personnel in

emergency situation, (3) provide a uniformed presence as a deterrent to crime, (4) de-escalate hostile, aggressive, and violent situations, (5) know the content and Location of Post Orders, (6) understand their role and responsibilities at the specific Location, and (7) provide a professional and courteous demeanor to County clients, employees, and other assigned employees.

6.7.7 Firearms

- A.** Contractor will require all assigned employees to qualify with their weapon twice annually, once during the first six (6) months of the calendar year and once during the second six (6) months of the calendar year according to BSIS regulations. Firearms qualification slips will be filed with Contractor, maintained in the Training File, and be available for audit by County personnel, upon request.
- B.** Contractor will ensure that all firearms training is in compliance with the California Firearms Training Standards prescribed by California Department of Consumer Affairs (DCA), Bureau of Investigative Services (BSIS). Firearms training is required for all assigned employees.

6.7.8 Contractor Business Continuity Plan (BCP) and Disaster Preparedness Plan (DPP) – Emergency Response and Training

- A.** In compliance with County Chief Executive Office, Emergency Management guidelines, County requires that Contractor submit a Business Continuity Plan (BCP) and Disaster Preparedness Plan (DPP) for each Location.
- B.** The Department is responsible for providing security for many essential County programs and services. Contractor's BCP and DPP are used for service restoration in the event of an emergency. In order to ensure uninterrupted services for essential County programs, Contractor will:
 - 1) Prepare a BCP and DPP for each location within thirty (30) calendar days of commencement of the Contract and submit to the County's Project Director and County's Project Manager for approval.
 - 2) Conduct emergency response drills for each library facility where services are provided, at a minimum of one (1) time per year. Emergency drills are to be conducted in cooperation with the Department personnel and/or local emergency responders and library facility administration personnel. Contractor will document and report the results of these emergency response drills to the County's Project Manager.
 - 3) Conduct a tabletop (scenario) BCP and DPP exercise, for each library facility where services are provided, at a minimum of one (1) time per year. The tabletop exercise will ensure that

information in BCP and DPP is complete and accurate and that the assigned employees know their responsibilities in an emergency. Results of tabletop (scenario) exercises are to be documented and reported to the County's Project Director and County' Project Manager. The report will include, but is not limited to, an overview of the exercise conducted, name and position of participant(s), nature of any deficiencies, a corrective action plan, and the timeframe to correct deficiencies. Contractor will ensure all information included in the BCP and DPP is accurate and complete. Contractor will update the BCP and DPP, including employee contact information, on an ongoing basis to ensure information contained in the BCP and DPP complete and accurate, and provide an updated copy to the County's Project Manager. All BCP and DPP is incorporated herein by this reference.

- 4) Failure to comply with the requirements of this Paragraph 6.7.8 may result in a County imposed Liquidated Damages against the Contractor and. If non-compliance persists, County may terminate or suspend the Contract.

6.8 Contractor's Office

Contractor must maintain an office with a telephone in the company's name where Contractor conducts business. The office must be staffed during the hours of 8:00 a.m. to 9:00 p.m., Monday through Friday, by at least one (1) employee who can respond to inquiries and complaints which may be received about the Contractor's performance of the Contract. When the office is closed, the Contractor's after-hours/emergency number will be utilized to address inquiries and complaints. If voicemail is utilized, the Contractor's Project Manager must respond within thirty (30) minutes of receipt of the initial call.

6.9 Contractor's Damage

Contractor will be responsible for the repair of all damages incurred to existing library facilities by the Contractor's employees. All repairs will be performed by the County, and the Contractor will reimburse the County for the value of the repair.

6.10 Emergency Procedures

- 6.10.1** Contractor will immediately report any property emergency situation such as vandalism, broken water pipes, windows, doors, etc., to the Library Staff and follow the instruction from the Library Staff.
- 6.10.2** Contractor will immediately call 911 for any medical emergency such as fainting, heart attack, seizure, choking, etc., and then provide First Aid or any assistance prior to the arrival of professional medical help. Attempt first aid ONLY if trained and qualified.
- 6.10.3** Contractor will immediately call 911 for any physical altercation emergency such as fighting, physical aggression, hostage situation, etc.,

and then attempted to de-escalate and gain control over the situation to prevent escalation until the arrival of law enforcement.

6.11 Safety

6.11.1 Contractor agrees to perform all work outlined in the Contract in a way that meets all accepted standards for safe practices related to the work; and agrees additionally to accept the sole responsibility for complying with all local, county, state, or other legal requirements at all times to protect all persons including the Contractor's employees, agents of the County, vendors, members of the public, or others from foreseeable injury or damage to their property or person.

6.11.2 Contractor will cooperate fully with County in the investigation of any accidental injury or death occurring on the premises including a complete written report thereof to the County within five (5) calendar days following the occurrence.

7.0 HOURS/DAY OF WORK

Contractor employees' hours and days of service will vary based on each Library facility as set forth in SOW Attachment 2 (Service Locations, Hours, and Number of Guards), of the SOW.

7.1 Assigned employees will arrive one (1) hour prior to the library opening and will leave fifteen (15) minutes after the library closes, unless otherwise authorized by the County.

7.2 Contractor is not required to provide services on County-recognized holidays or days of library facility closure. County will provide a list of County-recognized holidays upon commencement of the Contract.

8.0 WORK SCHEDULES

8.1 Contractor must submit for review and approval a work schedule for each facility to the County's Project Monitor within fifteen (15) days prior to the start of the Contract.

8.2 Contractor will have discretion over the deployment of assigned employees if service levels are met.

8.3 Post Assignments

8.3.1 Contractor will provide sufficient assigned employees to ensure there are no uncovered posts, in accordance with the County's staffing requirements, as set forth in SOW Attachment 2 (Service Locations, Hours, and Number of Guards), of the SOW, unless County gives written approval of an exception, modification, or change.

8.3.2 Assigned employees will not leave assigned posts until they are properly relieved.

8.3.3 Assigned employees will take breaks on site, i.e., Lunch on Post.

- 8.3.4** County will view any uncovered post as a breach of performance. More than three (3) incidents within a thirty (30) day period or three (3) consecutive days will result in liquidated damages, and possible termination of the Contract and/or debarment.

8.4 Absence

- 8.4.1** In the event of an assigned employees absence, Contractor will deploy a replacement Security Guard or the on-duty Security Supervisor to the library site immediately to always ensure coverage. If the Security Supervisor is deployed to stand post until a replacement Security Guard arrives, County will only be billed as the Security Guard rate while waiting for the replacement. The replacement will report to the Post within one (1) hour or less from unplanned absence notification.
- 8.4.2** In the event that the assigned employee must leave during the workday, Contractor will send a replacement Security Guard within one (1) hour or less of the assigned employee's unscheduled departure. If a Security Supervisor replaces a Security Guard, the Contractor will bill the County at the Security Guard's rate. Failure to replace the assigned employee will result in liquated damages.

9.0 UNANTICIPATED WORK

- 9.1** The County's Project Manager or designee may request and authorize the Contractor to perform unanticipated work.
- 9.2** Prior to performing any unanticipated work, the Contractor must prepare and submit a written description of the work to be performed with associated costs. All unanticipated work must be approved by the County's Project Manager or designee before beginning the work. In any case, no unanticipated work will commence without prior authorization. Contractor will submit a separate invoice to County after the completion of the service.
- 9.3 Unanticipated Work Due to Security Incidents**

When a condition exists wherein there is imminent danger of injury to the public or damage to property, and the assigned employee is ending their shift, the assigned employee will remain on shift to address the situation, as appropriate. As soon as it is safe to do so, the assigned employee will notify the Security Supervisor of the incident requiring extra time on the assignment. Security Supervisor or Contractor's Project Manager will notify the County's Project Manager or designee to advise them of the situation and request approval for the unanticipated work. A written estimate must be sent within twenty-four (24) hours of approval. Contractor will submit a separate invoice to the County after the completion of the service.

10.0 SIGN-IN REQUIREMENTS

All Contractor employees are required to sign-in and sign-out (in ink) with the date and time of arrival and departure. SOW Attachment 3 (Armed Security Guard Services Employee Sign-In/Sign-Out Log) of the SOW, is provided at each library facility and must be kept on site.

11.0 SPECIFIC WORK REQUIREMENTS

11.1 Performance Expectations

All assigned employees are required to adhere to the performance expectations listed below. In the event of an incident involving misuse of authority by assigned employees, the County may conduct an administrative investigation of allegations.

- A.** Must report to work in full uniform. No changing into or out of uniform on Library premises.
- B.** Must be punctual in accordance with Paragraph 7.1 (Hours/Days of Work), of the SOW.
- C.** Must continuously display courtesy, cultural sensitivity, good manners, and a professional and respectful demeanor.
- D.** Must remain awake, alert, and attentive during their shifts, without exception.
- E.** Must take all breaks, including meals, on-site. All library sites have an available staff/break room. Unauthorized areas for breaks and lunches are prohibited.
- F.** Must always maintain a professional appearance, including, but not limited to:
 - 1) Maintain long hair tied back (bun or ponytail).
 - 2) Sideburns, mustaches, and beards will be neatly trimmed and clean.
 - 3) No facial piercings.
 - 4) No visible tattoos.
 - 5) No excessively long nails
- G.** Must adhere to all regulations regarding proper use of firearms as set forth in California Penal Code sections 830.1 through 854.
- H.** Must maintain and handle all firearms and batons safely.
- I.** Prohibited from eating, reading, or using personal electronic devices, including radios, cellular telephones, televisions, at their posts at any time.
- J.** Prohibited from chewing gum.
- K.** Prohibited from wearing unauthorized hats, caps or bandanas.
- L.** Prohibited from wearing sunglasses indoors; or wearing sunglasses stacked on forehead.
- M.** Prohibited from leaning against walls, doors, etc.
- N.** Prohibited from indiscreet conduct or actions.
- O.** Prohibited from removing or borrowing items owned by County employees, including but not limited to radios, heaters, fans.
- P.** Prohibited from sitting inside a vehicle or driving a vehicle to monitor the library premises.

- Q.** Prohibited from using County telephones except for the purpose of contacting Security Supervisors.
- R.** Prohibited from excessive socializing with the public, County employees, or other assigned employees.
- S.** Prohibited from storing baton, firearms or Sam/Sally Browne belt at the library premises.
- T.** Prohibited from using firearms and batons as a measure of threat or intimidation, and instead, will be used only in life threatening or restraint situations.
- U.** Prohibited from bringing, carrying or using any firearms, holsters, and ammunition banned by California law (Penal Code 30510, 30515, and 32310) at any time.
- V.** Prohibited from cleaning their firearms on library premises at any time.
- W.** Prohibited from bringing contraband, flammables, sharp objects, and sporting goods onto library premises.

11.2 General Duties

All assigned employees are required to adhere to the following:

- A.** Become familiar with the assigned library premises.
- B.** Follow all Federal, State and local laws that apply to the provision of Armed Security Guard services, particularly those dealing with arrest, licensing, training, and certifications as set forth in California Penal Code sections 830.1 through 854, and with all Department rules and regulations.
- C.** Maintain a good working knowledge of self-defense and lawful public restraint procedures.
- D.** Upon initial arrival, perform a security inspection of the exterior of the library premises; once Library staff opens the building, perform a full security inspection of the interior.
- E.** Walk and monitor the interior and exterior of the library premises, including the parking lots and sidewalks, at least two (2) times per hour.
- F.** Detect and prevent individuals or groups from committing acts which are injurious to other individuals or to property.
- G.** Safeguard library premises against fire, theft, vandalism, and illegal entry.
- H.** React quickly and take command of emergent incidents and use sound judgment and discretion in handling unruly members of the public.
- I.** Detain for further investigation or arrest by local law enforcement when 1) the officer witnesses the commission of a felony or misdemeanor by such individual(s) or has reasonable cause to suspect that a felony or misdemeanor was committed by such individual(s), and 2) detention is necessary to prevent further harm.

- J.** Conduct searches, as necessary, for firearms and contraband, and provide details on individuals for investigations, detention, or arrest.
- K.** Contraband will not be taken or stored into temporary custody. Only contraband items resulting in an arrest will be confiscated and released to a law enforcement officer.
- L.** Provide information and assistance to the public as needed.
- M.** Monitor Library patron activity to ensure compliance with the Library's Customer Expectations Policy. Most current policy is found at <https://lacountylibrary.org/customer-expectations/>.
- N.** Investigate questionable acts or behavior observed or reported on library premises, and question witnesses and suspects to ascertain or verify facts, when there is reasonable suspicion and cause to do so.
- O.** Lock or unlock gates and doors as directed by Library Staff.
- P.** Ensure that only authorized personnel are permitted access to closed or restricted areas of the library premises and detain unidentified or unauthorized individuals.
- Q.** Respond to reports of ill or injured visitors, patrons, or employees; render first aid and notify local law enforcement and/or emergency personnel. Report incident to the Library Staff as soon as possible.
- R.** Relay reports of bomb threats immediately to corresponding local law enforcement and Library Staff; participate in bomb searches as directed law enforcement.
- S.** Respond to a scene of disturbance and/or locally activated fire, burglary, or other alarms, evaluate the situation, and take appropriate action.
- T.** Monitor building alarm systems and electronic surveillance equipment, such as closed-circuit television (CCTV) monitors, in buildings, halls, or parking lots, if available at the facility or as directed by Library Staff.
- U.** Receive additional training in the use of County-provided radio equipment, if applicable, including knowledge of all appropriate codes, and ensure that such equipment is properly used, stored and maintained as required.
- V.** Respond to Library Staff request to handle an emergency, as needed, during rest break and lunch break (lunch on post).
- W.** Complete and submit an incident report for each security incident.
- X.** Provide monthly (or as needed) written facility security assessments and recommendations.
- Y.** Prior to departure, perform a security inspection the interior and exterior of the library premises and once Library staff closes the building, escort Library staff to their vehicles, as requested.

11.3 Security Supervisor Duties

All Security Supervisors must adhere to the following:

- A.** Provide direction and instruction to assigned employees by making daily rounds of assigned library locations and monitoring performance under this Contract.
- B.** Explain post procedures, outlined above, to all assigned employees.
- C.** Immediately respond to on-site emergencies, providing support as needed.
- D.** Provide training to assigned employees under direct supervision and ensure that each employee fully understands the duties and services to be provided under this Contract, prior to starting work as set forth throughout the Contract.
- E.** Be available for inspections from the County.
- F.** Be available to the assigned employees during the assigned shift.
- G.** Provide technical and administrative advice to assigned employees, as appropriate.
- H.** Ensure that assigned coverage is appropriate and adequate to meet County requirements.
- I.** Inform assigned employees of any deviations from acceptable practices and procedures, instruct employees on the proper methods and procedures, and explain conditions in which deviations are permissible.
- J.** Respond to requests by assigned employees for assistance.
- K.** Have a thorough knowledge of radio usage and codes, and train assigned employees in these areas.
- L.** Conduct investigations of incidents and prepare a written memorandum or Incident Report (IR) as appropriate.
- M.** Provide relief for assigned employees, as necessary.
- N.** Conduct roll call briefings that include the following:
 - 1) Inspection of assigned employees
 - 2) Briefing of previous shift(s) activity and incidents
 - 3) Briefing of target hazards, special events, special requests.
 - 4) Issue earpiece radios, radios, radio holders and keys (as appropriate) to assigned employees.

11.4 Court Appearance and/or County Investigation

- 11.4.1** Assigned employees may be required to appear in court or make statements to investigators regarding incidents on library premises. If an assigned employee is called upon as a witness, County will reimburse Contractor for the court appearance or investigation interview, based on review and approval by the County.

11.4.2 County will pay up to eight (8) hours per day of straight time for each summoned assigned employees when a court appearance or investigation interview is required. If the court appearance or investigation interview occurs during an assigned employee's normal work shift, Contractor will provide back-up coverage which will be reimbursed at straight time.

11.4.3 Contractor will list court appearances and/or investigation interviews as a separate line item on Contractor's invoice, and must attach supporting document, such as a copy of the police report, Incident Report, subpoena, and/or written request for appearance. County will have the discretion to approve or deny invoice payment request based upon the documentation presented.

11.5 Reporting Requirements

Contractor and/or assigned employees will prepare, submit, and maintain the following documents; and the Contractor will submit the documents at the frequency defined or upon the request of the County.

11.5.1 Complaint Investigation Report

Contractor will submit a Complaint Investigation Report (CIR) within five (5) business days after receiving a complain. The CIR will outline the complaints, result of investigation, and corrective actions taken.

11.5.2 Training Program Reports

- A.** Contractor will ensure that all assigned employees remain current in all required training and certifications. Training may be provided in person or online.
- B.** Contractor will establish a method of tracking all required certificates, training, and training updates needed to maintain compliance with this Contract.
- C.** Contractor will be responsible for maintaining a Training File under the Employee File for each employee assigned to provide services under the Contract.

11.5.3 Notification of Infectious Potential

- A.** Contractor will immediately notify the County of any assigned employees reporting contact with, or evidencing signs or symptoms indicating the presence of, an infectious disease. Any assigned employees determined to have infectious potential will be removed from their assignment until it has been determined that the individual is no longer infectious as evidenced by a doctor's note.
- B.** County may provide, without incurring liability, referrals to Contractor and its assigned employees with respect to health examinations, vaccinations, or other medical treatment which may be necessitated as a result of infection potential notification.

11.5.4 Incident Report

Assigned employees will create and submit an incident report following any security, fire or medical incident where the assigned employee was notified or intervened. This report must include details related to time, place, description of situation, parties involved, action taken and the employee's signature. Completed reports must be submitted to the Security Supervisor, immediately, but no later than the end of shift. Security Supervisor will review the document, request additional information or clarification and approve with their signature. Once approved, the report must be forwarded to the County by the following day.

12.0 GREEN INITIATIVES

- 12.1** Contractor must use reasonable efforts to initiate "green" practices for environmental and energy conservation benefits.
- 12.2** Contractor must notify County's Project Manager of Contractor's new green initiatives prior to the Contract commencement.

13.0 NON-INTERFERENCE

Contractor will not interfere with the public use of the premises and will conduct its operations as to offer the least possible obstruction and inconvenience to the public or disruption to the peace and quiet of the area within which the services are performed.

EXHIBIT A

STATEMENT OF WORK ATTACHMENT

- **SOW Attachment 1** – Contract Discrepancy Report (CDR)
- **SOW Attachment 2** – Service Locations, Hours, and Number of Guards
- **SOW Attachment 3** – Armed Security Guard Services Employee Sign-In/Sign-Out Log

LA COUNTY LIBRARY CONTRACT DISCREPANCY REPORT

Date Submitted to Contractor: _____

TO: (Contractor) **John Doe**
ABC 123, Inc.

FROM:	Jane Smith Contract Services Unit	Phone No.: (562) 940 – 6780 email
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CONTRACT NO.	12345	CONTRACT TITLE:	Armed Security Guard Services – Area 100
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TYPE OF DISCREPANCY: _____

DISCREPANCY DETAILS:

CONTRACTOR RESPONSE INSTRUCTIONS:

1. Acknowledge the receipt of the Contract Discrepancy Report to the County Contract Project Manager within five (5) business days.
2. Review the discrepancy.
3. Review the Contract reference for compliance.
4. Identify the cause of the problem and determine a corrective action.
5. Respond to the Contract Discrepancy Report in writing by submitting a formal letter of response to the County Contract Project Monitor within ten (10) business days.

COUNTY EVALUATION OF CONTRACTOR RESPONSE:

County will evaluate the response and will reply to the Contractor indicating satisfactory or unsatisfactory completion of the corrective action.

LA COUNTY LIBRARY
Service Locations, Hours, And Number of Guards

AREA 100

Minimum Number of Guard	Library	Address	City	Zip Code	Mon	Tue	Wed	Thu	Fri	Sat	Sun
1	Acton Agua Dulce Library	33792 Crown Valley Rd.	Acton	93510	10-8	10-8	10-8	10-8	10-6	10-6	Closed
1	Agoura Hills Library	29901 Ladyface Court	Agoura Hills	91301	Closed	12-8	12-8	10-6	10-6	10-6	Closed
1	Castaic Library	27971 Sloan Canyon Road	Castaic	91384	10-8	10-8	10-8	10-8	10-6	10-6	Closed
1	La Canada Flintridge Library	4545 North Oakwood Ave.	La Canada Flintridge	91011	Closed	12-8	12-8	10-6	10-6	10-6	Closed
1	La Crescenta Library	2809 Foothill Blvd.	La Crescenta	91214	10-8	10-8	10-8	10-8	10-6	10-6	1-5
1	Lake Los Angeles Library	16921 East Ave. O, #A	Palmdale	93591	10-8	10-8	10-8	10-8	10-6	10-6	Closed
1	Lancaster Library	601 W. Lancaster Blvd.	Lancaster	93534	Closed	12-8	12-8	10-6	10-6	10-6	Closed
1	Littlerock Library	35119 80th Street East	Littlerock	93543	10-8	10-8	10-8	10-8	10-6	10-6	Closed
1	Malibu Library	23519 West Civic Center Way	Malibu	90265	10-8	10-8	10-8	10-8	9-5	9-5	1-5
1	Quartz Hill Library	5040 West Ave. M-2	Quartz Hill	93536	10-8	10-8	10-8	10-8	10-6	10-6	Closed
1	San Fernando Library	217 N. Maclay Ave.	San Fernando	91340	Closed	12-8	12-8	10-6	10-6	10-6	Closed
1	Stevenson Ranch Library	25950 The Old Rd.	Stevenson Ranch	91381	10-8	10-8	10-8	10-8	10-6	10-6	Closed
1	Topanga Library	122 N. Topanga Canyon Blvd.	Topanga	90290	10-8	10-8	10-8	10-8	10-6	10-6	1-5
1	Westlake Village	31220 Oak Crest Dr.	Westlake Village	91361	Closed	12-8	12-8	10-6	10-6	10-6	Closed

Total # of Library Facilities 14

LA COUNTY LIBRARY

Service Locations, Hours, And Number of Guards

Facilities Serviced Upon Request Only - Area 100

Library Facilities	Address	City	Zip Code
Avalon Library	215 Sumner Ave.	Avalon	90704
A C Bilbrew Library	150 E. El Segundo Blvd.	Los Angeles	90061
Alondra Library	11949 Alondra Blvd.	Norwalk	90650
Angelo M. Iacoboni Library	4990 Clark Ave.	Lakewood	90712
Anthony Quinn Library	3965 Cesar E. Chavez Ave.	Los Angeles	90063
Artesia Library	18801 Elaine Ave.	Artesia	90701
Baldwin Park Library	4181 Baldwin Park Blvd.	Baldwin Park	91706
Bell Gardens Library	7110 S. Garfield Ave.	Bell Gardens	90201
Bell Library	4411 East Gage Ave.	Bell	90201
Carson Library	151 East Carson Street	Carson	90745
Charter Oak Library	20540 Arrow Highway, Suite K	Covina	91724
Chet Holifield Library	1060 South Greenwood Ave.	Montebello	90640
City Terrace Library	4025 East City Terrace Drive	Los Angeles	90063
Claremont Helen Renwick Library	208 N. Harvard Ave.	Claremont	91711
Clifton M. Brakensiek Library	9945 E. Flower Street	Bellflower	90706
Compton Library	240 West Compton Blvd.	Compton	90220
Cudahy Library	5218 Santa Ana Street	Cudahy	90201
Culver City Julian Dixon Library	4975 Overland Ave.	Culver City	90230
Diamond Bar Library	21800 Copley Dr.	Diamond Bar	91765
Dr. Martin Luther King, Jr. Library	17906 South Avalon Blvd.	Carson	90746
Duarte Library	1301 Buena Vista Street	Duarte	91010
East Los Angeles Library	4837 East 3rd Street	Los Angeles	90022
East Rancho Dominguez Library	4420 East Rose Street	E. Rancho Dominguez	90221
El Camino Real Library	4264 East Whittier Blvd.	Los Angeles	90023
El Monte Library	3224 Tyler Ave.	El Monte	91731
Florence Library	7807 Compton Ave	Los Angeles	90001
Gardena Mayme Dear Library	1731 West Gardena Blvd.	Gardena	90247
George Nye Jr. Library	6600 Del Amo Blvd.	Lakewood	90713
Graham Library	1900 East Firestone Blvd.	Los Angeles	90001
Hacienda Heights Library	16010 La Monde Street	Hacienda Heights	91745
Hawaiian Gardens Library	11940 Carson Street	Hawaiian Gardens	90716
Hawthorne Library	12700 Grevillea Ave.	Hawthorne	90250
Hermosa Beach Library	550 Pier Ave.	Hermosa Beach	90254
Hollydale Library	12000 Garfield Ave.	South Gate	90280
Huntington Park Library	6518 Miles Ave.	Huntington Park	90255
La Mirada Library	13800 La Mirada Blvd.	La Mirada	90638
La Puente Library	15920 East Central Ave.	La Puente	91744
La Verne Library	3640 D. Street	La Verne	91750
Lawndale Library	14615 Burin Ave.	Lawndale	90260
Leland R. Weaver Library	4035 Tweedy Blvd.	South Gate	90280
Lennox Library	4359 Lennox Blvd.	Lennox	90304
Library Headquarters	7400 E. Imperial Hwy	Downey	90242
Live Oak Library	22 W. Live Oak Ave.	Arcadia	91007
Lloyd Taber-Marina Del Rey Library	4533 Admiralty Way	Marina del Rey	90292

LA COUNTY LIBRARY

Service Locations, Hours, And Number of Guards

Facilities Serviced Upon Request Only - Area 100

Library Facilities	Address	City	Zip Code
Lomita Library	24200 Narbonne Ave.	Lomita	90717
Los Nietos Library	8511 Duchess Drive	Whittier	90606
Lynwood Library	11320 Bullis Road	Lynwood	90262
Manhattan Beach Library	1320 Highland Ave.	Manhattan Beach	90266
Masao W. Satow Library	14433 South Crenshaw Blvd.	Gardena	90249
Maywood Cesar Chavez Library	4323 East Slauson Ave.	Maywood	90270
Montebello Library	1550 West Beverly Blvd.	Montebello	90640
North County Regional Office	21182 Centre Pointe Parkway, #130	Santa Clarita	91350
Norwalk Library	12350 Imperial Hwy.	Norwalk	90650
Norwood Library	4550 North Peck Road	El Monte	91732
Paramount Library	16254 Colorado Ave.	Paramount	90723
Pico Rivera Library	9001 Mines Ave.	Pico Rivera	90660
Rivera Library	7828 S. Serapis Ave.	Pico Rivera	90660
Rosemead Library	8800 Valley Blvd.	Rosemead	91770
Rowland Heights Library	1850 Nogales Street	Rowland Heights	91748
San Dimas Library	145 North Walnut Ave.	San Dimas	91773
San Gabriel Library	500 South Del Mar Ave.	San Gabriel	91776
Sorensen Library	6934 Broadway Ave.	Whittier	90606
South El Monte Library	1430 North Central Ave.	South El Monte	91733
South Whittier Library	11543 Colima Road	Whittier	90604
Sunkist Library	840 North Puente Ave.	La Puente	91746
Temple City Library	5939 Golden West Ave.	Temple City	91780
View Park Bebe Moore Campbell Library	3854 W. 54th Street	Los Angeles	90043
Walnut Library	21155 La Puente Road	Walnut	91789
West Covina Library	1601 West Covina Parkway	West Covina	91790
West Hollywood Library	625 N. San Vicente Blvd.	West Hollywood	90069
Willowbrook Library	11737 Wilmington Ave.	Los Angeles	90059
Wiseburn Library	5335 West 135th Street	Hawthorne	90250
Woodcrest Library	1340 West 106th Street	Los Angeles	90044
Hollypark Service Center	2150 W. 120th Street	Hawthorne	90250
Norwalk Government Center	12440 E Imperial Hwy	Downey	90650
Antelope Valley East Bookmobile	North County Regional Office	Santa Clarita	91350
Antelope Valley West Bookmobile	Lancaster Library	Lancaster	93535
East Bookmobile	West Covina Library	West Covina	91790
Gateway Bookmobile	West Covina Library	West Covina	91791

ARMED SECURITY GUARD SERVICES EMPLOYEE SIGN-IN/SIGN-OUT LOG

LIBRARY FACILITY: _____ MONTH/YEAR: _____

Attention: All security contractor employees must sign-in & out upon arrival, lunch, and departure. Please refer to the instruction at the bottom of this form.

Date	Name (First & Last) (Please Print)	Arrival Time \	Lunch		Departure Time	Signature
			Out	In		
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Contractor Employees: ALL employees are to sign in & out (Includes: Armed Security Guard, Armed Security Guard Supervisors, Contractor Project Manager, etc). No unauthorized employee is allowed in the building without prior approval from the LA County Library Contract.

- Library Staff:**
1. Please ensure name of Library and month/year is completed at top of this document
 2. Please email this document to Contract Services Unit at: Contractservices@library.lacounty.gov
(Note: please include Form name and Library name on email subject line)
- (DO NOT MAIL OR FAX THIS DOCUMENT)

PRICING SCHEDULE

PRICING SCHEDULE ARMED SECURITY GUARD SERVICES

PAGE 1 OF 1

FACILITY: Acton Agua Dulce Library

STAFFING AND RATES

Position Titles	Number of Employees Assigned	Hours of Service		Hourly Rate
		Hours per Week	Hours per Month	
Supervisor: Armed Supervisor	5	169.50	734.50	\$26.50
Armed Guard: Armed Guard	2	63.50	275.17	\$24.50
Unarmed Guard: Unarmed Guard	0	0	0.00	\$19.50

*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.

COST

In accordance with the Specific Work Requirements of the Statement of Work (SOW) and its frequencies, the Proposer is herewith submitting the following Pricing Schedule for the work to be performed at this facility.

TOTAL SERVICE COST PER YEAR:

\$561,471.87

FLAT DAILY RATE:

Armed Security Guard Flat Daily Rate to be added or deducted to Annual Contactor's Fee when increasing or reducing days of service at this library.

\$862.36 per day (use figures)

FLAT DAILY RATE:

Unarmed Security Guard Flat Daily Rate to be added or deducted to Annual Contactor's Fee when increasing or reducing days of service at this library.

\$587.60 per day (use figures)

By submission of this Proposal, Proposer certifies that the prices quoted herein have been arrived at independently without consultation, communication, or agreement with any other Proposer or competitor for the purpose of restricting competition.

PRICING SCHEDULE ARMED SECURITY GUARD SERVICES

PAGE 1 OF 1

FACILITY: Agoura Hills Library

STAFFING AND RATES

Position Titles	Number of Employees Assigned	Hours of Service		Hourly Rate
		Hours per Week	Hours per Month	
Supervisor: Armed Supervisor	See Acton Agua Dulce Library	See Acton Agua Dulce Library	See Acton Agua Dulce Library	See Acton Agua Dulce Library
Armed Guard: Armed Guard	1	46.25	200.42	\$24.50
Unarmed Guard: Unarmed Guard	0	0	0.00	\$19.50

*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.

COST

In accordance with the Specific Work Requirements of the Statement of Work (SOW) and its frequencies, the Proposer is herewith submitting the following Pricing Schedule for the work to be performed at this facility.

TOTAL SERVICE COST PER YEAR:

\$92,977.30

FLAT DAILY RATE:

Armed Security Guard Flat Daily Rate to be added or deducted to Annual Contactor's Fee when increasing or reducing days of service at this library.

\$708.55 per day (use figures)

FLAT DAILY RATE:

Unarmed Security Guard Flat Daily Rate to be added or deducted to Annual Contactor's Fee when increasing or reducing days of service at this library.

\$490.99 per day (use figures)

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PRICING SCHEDULE ARMED SECURITY GUARD SERVICES

PAGE 1 OF 1

FACILITY: Castaic Library

STAFFING AND RATES

Position Titles	Number of Employees Assigned	Hours of Service		Hourly Rate
		Hours per Week	Hours per Month	
Supervisor: Armed Supervisor	See Acton Agua Dulce Library	See Acton Agua Dulce Library	See Acton Agua Dulce Library	See Acton Agua Dulce Library
Armed Guard: Armed Guard	2	63.50	275.17	\$24.50
Unarmed Guard: Unarmed Guard	0	0	0.00	\$19.50

*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.

COST

In accordance with the Specific Work Requirements of the Statement of Work (SOW) and its frequencies, the Proposer is herewith submitting the following Pricing Schedule for the work to be performed at this facility.

TOTAL SERVICE COST PER YEAR:

\$127,655.32

FLAT DAILY RATE:

Armed Security Guard Flat Daily Rate to be added or deducted to Annual Contactor's Fee when increasing or reducing days of service at this library.

\$862.36 per day (use figures)

FLAT DAILY RATE:

Unarmed Security Guard Flat Daily Rate to be added or deducted to Annual Contactor's Fee when increasing or reducing days of service at this library.

\$587.60 per day (use figures)

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PRICING SCHEDULE ARMED SECURITY GUARD SERVICES

PAGE 1 OF 1

FACILITY: La Canada Flintridge Library

STAFFING AND RATES

Position Titles	Number of Employees Assigned	Hours of Service		Hourly Rate
		Hours per Week	Hours per Month	
Supervisor: Armed Supervisor	See Acton Agua Dulce Library	See Acton Agua Dulce Library	See Acton Agua Dulce Library	See Acton Agua Dulce Library
Armed Guard: Armed Guard	1	46.25	200.42	\$24.50
Unarmed Guard: Unarmed Guard	0	0	0.00	\$19.50

*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.

COST

In accordance with the Specific Work Requirements of the Statement of Work (SOW) and its frequencies, the Proposer is herewith submitting the following Pricing Schedule for the work to be performed at this facility.

TOTAL SERVICE COST PER YEAR:

\$92,977.30

FLAT DAILY RATE:

Armed Security Guard Flat Daily Rate to be added or deducted to Annual Contactor's Fee when increasing or reducing days of service at this library.

\$708.55 per day (use figures)

FLAT DAILY RATE:

Unarmed Security Guard Flat Daily Rate to be added or deducted to Annual Contactor's Fee when increasing or reducing days of service at this library.

\$490.99 per day (use figures)

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PRICING SCHEDULE ARMED SECURITY GUARD SERVICES

PAGE 1 OF 1

FACILITY: La Crescenta Library

STAFFING AND RATES

Position Titles	Number of Employees Assigned	Hours of Service		Hourly Rate
		Hours per Week	Hours per Month	
Supervisor: Armed Supervisor	See Acton Agua Dulce Library	See Acton Agua Dulce Library	See Acton Agua Dulce Library	See Acton Agua Dulce Library
Armed Guard: Armed Guard	2	68.75	297.92	\$24.50
Unarmed Guard: Unarmed Guard	0	0	0.00	\$19.50

*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.

COST

In accordance with the Specific Work Requirements of the Statement of Work (SOW) and its frequencies, the Proposer is herewith submitting the following Pricing Schedule for the work to be performed at this facility.

TOTAL SERVICE COST PER YEAR:

\$138,209.50

FLAT DAILY RATE:

Armed Security Guard Flat Daily Rate to be added or deducted to Annual Contactor's Fee when increasing or reducing days of service at this library.

\$848.22 per day (use figures)

FLAT DAILY RATE:

Unarmed Security Guard Flat Daily Rate to be added or deducted to Annual Contactor's Fee when increasing or reducing days of service at this library.

\$569.27 per day (use figures)

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PRICING SCHEDULE ARMED SECURITY GUARD SERVICES

PAGE 1 OF 1

FACILITY: Lake Los Angeles Library

STAFFING AND RATES

Position Titles	Number of Employees Assigned	Hours of Service		Hourly Rate
		Hours per Week	Hours per Month	
Supervisor: Armed Supervisor	See Acton Agua Dulce Library	See Acton Agua Dulce Library	See Acton Agua Dulce Library	See Acton Agua Dulce Library
Armed Guard: Armed Guard	2	63.50	275.17	\$24.50
Unarmed Guard: Unarmed Guard	0	0	0.00	\$19.50

*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.

COST

In accordance with the Specific Work Requirements of the Statement of Work (SOW) and its frequencies, the Proposer is herewith submitting the following Pricing Schedule for the work to be performed at this facility.

TOTAL SERVICE COST PER YEAR:

\$127,655.32

FLAT DAILY RATE:

Armed Security Guard Flat Daily Rate to be added or deducted to Annual Contactor's Fee when increasing or reducing days of service at this library.

\$862.36 per day (use figures)

FLAT DAILY RATE:

Unarmed Security Guard Flat Daily Rate to be added or deducted to Annual Contactor's Fee when increasing or reducing days of service at this library.

\$587.60 per day (use figures)

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PRICING SCHEDULE ARMED SECURITY GUARD SERVICES

PAGE 1 OF 1

FACILITY: Lancaster Library

STAFFING AND RATES

Position Titles	Number of Employees Assigned	Hours of Service		Hourly Rate
		Hours per Week	Hours per Month	
Supervisor: Armed Supervisor	See Acton Agua Dulce Library	See Acton Agua Dulce Library	See Acton Agua Dulce Library	See Acton Agua Dulce Library
Armed Guard: Armed Guard	1	46.25	200.42	\$24.50
Unarmed Guard: Unarmed Guard	0	0	0.00	\$19.50

*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.

COST

In accordance with the Specific Work Requirements of the Statement of Work (SOW) and its frequencies, the Proposer is herewith submitting the following Pricing Schedule for the work to be performed at this facility.

TOTAL SERVICE COST PER YEAR:

\$92,977.30

FLAT DAILY RATE:

Armed Security Guard Flat Daily Rate to be added or deducted to Annual Contactor's Fee when increasing or reducing days of service at this library.

\$708.55 per day (use figures)

FLAT DAILY RATE:

Unarmed Security Guard Flat Daily Rate to be added or deducted to Annual Contactor's Fee when increasing or reducing days of service at this library.

\$490.99 per day (use figures)

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PRICING SCHEDULE ARMED SECURITY GUARD SERVICES

PAGE 1 OF 1

FACILITY: Malibu Library

STAFFING AND RATES

Position Titles	Number of Employees Assigned	Hours of Service		Hourly Rate
		Hours per Week	Hours per Month	
Supervisor: Armed Supervisor	See Acton Agua Dulce Library	See Acton Agua Dulce Library	See Acton Agua Dulce Library	See Acton Agua Dulce Library
Armed Guard: Armed Guard	2	63.50	275.17	\$24.50
Unarmed Guard: Unarmed Guard	0	0	0.00	\$19.50

*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.

COST

In accordance with the Specific Work Requirements of the Statement of Work (SOW) and its frequencies, the Proposer is herewith submitting the following Pricing Schedule for the work to be performed at this facility.

TOTAL SERVICE COST PER YEAR:

\$127,655.32

FLAT DAILY RATE:

Armed Security Guard Flat Daily Rate to be added or deducted to Annual Contactor's Fee when increasing or reducing days of service at this library.

\$862.36 per day (use figures)

FLAT DAILY RATE:

Unarmed Security Guard Flat Daily Rate to be added or deducted to Annual Contactor's Fee when increasing or reducing days of service at this library.

\$587.60 per day (use figures)

By submission of this Proposal, Proposer certifies that the prices quoted herein have been arrived at independently without consultation, communication, or agreement with any other Proposer or competitor for the purpose of restricting competition.

PRICING SCHEDULE ARMED SECURITY GUARD SERVICES

PAGE 1 OF 1

FACILITY: Quartz Hill Library

STAFFING AND RATES

Position Titles	Number of Employees Assigned	Hours of Service		Hourly Rate
		Hours per Week	Hours per Month	
Supervisor: Armed Supervisor	See Acton Agua Dulce Library	See Acton Agua Dulce Library	See Acton Agua Dulce Library	See Acton Agua Dulce Library
Armed Guard: Armed Guard	2	63.50	275.17	\$24.50
Unarmed Guard: Unarmed Guard	0	0	0.00	\$19.50

*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.

COST

In accordance with the Specific Work Requirements of the Statement of Work (SOW) and its frequencies, the Proposer is herewith submitting the following Pricing Schedule for the work to be performed at this facility.

TOTAL SERVICE COST PER YEAR:

\$127,655.32

FLAT DAILY RATE:

Armed Security Guard Flat Daily Rate to be added or deducted to Annual Contactor's Fee when increasing or reducing days of service at this library.

\$862.36 per day (use figures)

FLAT DAILY RATE:

Unarmed Security Guard Flat Daily Rate to be added or deducted to Annual Contactor's Fee when increasing or reducing days of service at this library.

\$587.60 per day (use figures)

By submission of this Proposal, Proposer certifies that the prices quoted herein have been arrived at independently without consultation, communication, or agreement with any other Proposer or competitor for the purpose of restricting competition.

PRICING SCHEDULE ARMED SECURITY GUARD SERVICES

PAGE 1 OF 1

FACILITY: San Fernando Library

STAFFING AND RATES

Position Titles	Number of Employees Assigned	Hours of Service		Hourly Rate
		Hours per Week	Hours per Month	
Supervisor: Armed Supervisor	See Acton Agua Dulce Library	See Acton Agua Dulce Library	See Acton Agua Dulce Library	See Acton Agua Dulce Library
Armed Guard: Armed Guard	1	48.25	209.08	\$24.50
Unarmed Guard: Unarmed Guard	0	0	0.00	\$19.50

*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.

COST

In accordance with the Specific Work Requirements of the Statement of Work (SOW) and its frequencies, the Proposer is herewith submitting the following Pricing Schedule for the work to be performed at this facility.

TOTAL SERVICE COST PER YEAR:

\$96,997.94

FLAT DAILY RATE:

Armed Security Guard Flat Daily Rate to be added or deducted to Annual Contactor's Fee when increasing or reducing days of service at this library.

\$739.19 per day (use figures)

FLAT DAILY RATE:

Unarmed Security Guard Flat Daily Rate to be added or deducted to Annual Contactor's Fee when increasing or reducing days of service at this library.

\$512.22 per day (use figures)

By submission of this Proposal, Proposer certifies that the prices quoted herein have been arrived at independently without consultation, communication, or agreement with any other Proposer or competitor for the purpose of restricting competition.

PRICING SCHEDULE ARMED SECURITY GUARD SERVICES

PAGE 1 OF 1

FACILITY: Stevenson Ranch Library

STAFFING AND RATES

Position Titles	Number of Employees Assigned	Hours of Service		Hourly Rate
		Hours per Week	Hours per Month	
Supervisor: Armed Supervisor	See Acton Agua Dulce Library	See Acton Agua Dulce Library	See Acton Agua Dulce Library	See Acton Agua Dulce Library
Armed Guard: Armed Guard	2	63.50	275.17	\$24.50
Unarmed Guard: Unarmed Guard	0	0	0.00	\$19.50

*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.

COST

In accordance with the Specific Work Requirements of the Statement of Work (SOW) and its frequencies, the Proposer is herewith submitting the following Pricing Schedule for the work to be performed at this facility.

TOTAL SERVICE COST PER YEAR:

\$127,655.32

FLAT DAILY RATE:

Armed Security Guard Flat Daily Rate to be added or deducted to Annual Contactor's Fee when increasing or reducing days of service at this library.

\$862.36 per day (use figures)

FLAT DAILY RATE:

Unarmed Security Guard Flat Daily Rate to be added or deducted to Annual Contactor's Fee when increasing or reducing days of service at this library.

\$587.60 per day (use figures)

By submission of this Proposal, Proposer certifies that the prices quoted herein have been arrived at independently without consultation, communication, or agreement with any other Proposer or competitor for the purpose of restricting competition.

PRICING SCHEDULE ARMED SECURITY GUARD SERVICES

PAGE 1 OF 1

FACILITY: Topanga Library

STAFFING AND RATES

Position Titles	Number of Employees Assigned	Hours of Service		Hourly Rate
		Hours per Week	Hours per Month	
Supervisor: Armed Supervisor	See Acton Agua Dulce Library	See Acton Agua Dulce Library	See Acton Agua Dulce Library	See Acton Agua Dulce Library
Armed Guard: Armed Guard	2	68.75	297.92	\$24.50
Unarmed Guard: Unarmed Guard	0	0	0.00	\$19.50

*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.

COST

In accordance with the Specific Work Requirements of the Statement of Work (SOW) and its frequencies, the Proposer is herewith submitting the following Pricing Schedule for the work to be performed at this facility.

TOTAL SERVICE COST PER YEAR:

\$138,209.50

FLAT DAILY RATE:

Armed Security Guard Flat Daily Rate to be added or deducted to Annual Contactor's Fee when increasing or reducing days of service at this library.

\$848.22 per day (use figures)

FLAT DAILY RATE:

Unarmed Security Guard Flat Daily Rate to be added or deducted to Annual Contactor's Fee when increasing or reducing days of service at this library.

\$569.27 per day (use figures)

By submission of this Proposal, Proposer certifies that the prices quoted herein have been arrived at independently without consultation, communication, or agreement with any other Proposer or competitor for the purpose of restricting competition.

CONTRACTOR'S PROPOSED SCHEDULE

CONTRACTOR'S PROPOSED SCHEDULE

Page 1 of 2

HONORABLE BOARD OF SUPERVISORS
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

The undersigned offers to provide all services and supplies necessary for armed security guard services at the LA County Library Armed Security Guard Services – **Area 100** as identified in the attached specifications.

Said work will be done for the period prescribed and, in the manner, set forth in said specifications and compensation therefore will be computed under the formula provided therein based upon the hereinafter proposal price. I agree that if my proposal is accepted by the County, I will commence LA County Library armed security guard services on 15 days' notice.

I agree to provide the specified services at LA County Library in accordance with the attached specifications for the following submitted compensation which will apply to weekday, weekend, holiday, overtime, and extra personnel coverage.

STANDARD SERVICE PROPOSALS

MONTHLY CONTRACTOR FEE FOR AREA 100:

\$ 164,979.39 per month (use figures)

ANNUAL CONTRACTOR FEE FOR AREA 100:

\$ 1,979,752.63 per year (use figures)

For total annual cost of each individual library facility within this Area, See Exhibit B – Pricing Schedule.

EMPLOYEE RATES FOR AREA 100:Armed Security Guard Supervisors: Minimum Hourly Wage: \$26.50Armed Security Guards: Minimum Hourly Wage: \$24.50

Other (____): Minimum Hourly Wage: _____

“ADDITIONAL/SPECIALTY AS-NEEDED SERVICES” RATES: See *Exhibit B – Pricing Schedule* of each facility (Library).

By submission of this Proposal, Proposer certifies that the prices quoted herein have been arrived at independently without consultation, communication, or agreement with any other Proposer or competitor for the purpose of restricting competition.

Respectfully submitted,

By: Neil MartauChief Administrative Officer
Title9/21/2023
DateInter-Con Security Systems, Inc.
Firm or Corporation Name

List name(s) of all joint venturers, partners, subcontractors or others having any right or interest in this contract or the proceeds thereof.

By submission of this Proposal, Proposer certifies that the prices quoted herein have been arrived at independently without consultation, communication, or agreement with any other Proposer or competitor for the purpose of restricting competition.

COUNTY'S ADMINISTRATION

COUNTY'S ADMINISTRATION**COUNTY'S PROJECT DIRECTOR:**

Name: Elsa Munoz
Title: Head, Support Services
Address: 7400 E. Imperial Hwy.
Downey, CA 90242
Telephone: 562-940-8485
Facsimile: N/A
E-mail Address: emunoz@library.lacounty.gov

COUNTY'S PROJECT MANAGER:

Name: Gilbert A. Garcia
Title: Contract Services Manager
Address: 7400 E. Imperial Hwy.
Downey, CA 90242
Telephone: 562-459-6780
Facsimile: N/A
E-mail Address: ggarcia@library.lacounty.gov

COUNTY'S CONTRACT PROJECT MONITORS/ANALYST:

Name: Leticia Isunza
Title: Contract Analyst
Telephone: (562) 459-6770
E-mail Address: lisunza@library.lacounty.gov

Name: Shannon Giddings
Title: Contract Analyst
Telephone: (562) 459-6783
E-mail Address: sgiddings@library.lacounty.gov

Address: 7400 E. Imperial Hwy.
Downey, CA 90242

CONTRACTOR'S ADMINISTRATION

CONTRACTOR'S ADMINISTRATION

CONTRACTOR'S NAME

CONTRACTOR'S PROJECT MANAGER:

Name: _____
Title: _____
Address: _____

Telephone: _____
Facsimile: _____
E-mail Address: _____

CONTRACTOR'S AUTHORIZED OFFICIAL(S):

Name: _____
Title: _____
Address: _____

Telephone: _____
Facsimile: _____
E-mail Address: _____

Name: _____
Title: _____
Address: _____

Telephone: _____
Facsimile: _____
E-mail Address: _____

NOTICES TO CONTRACTOR:

Name: _____
Title: _____
Address: _____

Telephone: _____
Facsimile: _____
E-mail Address: _____

CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENTCONTRACTOR NAME Inter-Con Security Systems, Inc.Contract No. **GENERAL INFORMATION:**

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

CONTRACTOR ACKNOWLEDGEMENT:

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

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

CONFIDENTIALITY AGREEMENT:

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

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

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

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

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

SIGNATURE:

Robert S. Ray
2025.01.02 15:41:17 -08'00'

DATE: 01 / 02 / 25PRINTED NAME: Robert S. RayPOSITION: General Counsel

SAFELY SURRENDERED BABY LAW

THERE'S A BETTER CHOICE. SAFELY SURRENDER YOUR BABY.

Any fire station. Any hospital. Any time.



1.877.222.9723

BabySafeLA.org

No shame | No blame | No names



Some parents of newborns can find themselves in difficult circumstances. Sadly, babies are sometimes harmed or abandoned by parents who feel that they're not ready or able to raise a child. Many of these mothers or fathers are afraid and don't know where to turn for help.

This is why California has a Safely Surrendered Baby Law, which gives parents the choice to legally leave their baby at any hospital or fire station in Los Angeles County.

FIVE THINGS YOU NEED TO KNOW ABOUT BABY SAFE SURRENDER

- 1 Your newborn can be surrendered at any hospital or fire station in Los Angeles County up to 72 hours after birth.
- 2 You must leave your newborn with a fire station or hospital employee.
- 3 You don't have to provide your name.
- 4 You will only be asked to voluntarily provide a medical history.
- 5 You have 14 days to change your mind; a matching bracelet (parent) and anklet (baby) are provided to assist you if you change your mind.

No shame | No blame | No names



ABOUT THE BABY SAFE SURRENDER PROGRAM

In 2002, a task force was created under the guidance of the Children's Planning Council to address newborn abandonment and to develop a strategic plan to prevent this tragedy.

Los Angeles County has worked hard to ensure that the Safely Surrendered Baby Law prevents babies from being abandoned. We're happy to report that this law is doing exactly what it was designed to do: save the lives of innocent babies. Visit BabySafeLA.org to learn more.

No shame | No blame | No names

ANY FIRE STATION.
ANY HOSPITAL.
ANY TIME.

1.877.222.9723
BabySafeLA.org

THERE'S A
BETTER CHOICE.
SAFELY SURRENDER
YOUR BABY.



No shame | No blame | No names





FROM SURRENDER TO ADOPTION: ONE BABY'S STORY

Los Angeles County firefighter Ted and his wife Becki were already parents to two boys. But when they got the call asking if they would be willing to care for a premature baby girl who'd been safely surrendered at a local hospital, they didn't hesitate.

Baby Jenna was tiny, but Ted and Becki felt lucky to be able to take her home. "We had always wanted to adopt," Ted says, "but taking

home a vulnerable safely surrendered baby was even better. She had no one, but now she had us. And, more importantly, we had her."

Baby Jenna has filled the longing Ted and Becki had for a daughter—and a sister for their boys. Because her birth parent safely surrendered her when she was born, Jenna is a thriving young girl growing up in a stable and loving family.

ANSWERS TO YOUR QUESTIONS

Who is legally allowed to surrender the baby?

Anyone with lawful custody can drop off a newborn within the first 72 hours of birth.

Do you need to call ahead before surrendering a baby?

No. A newborn can be surrendered anytime, 24 hours a day, 7 days a week, as long as the parent or guardian surrenders the child to an employee of the hospital or fire station.

What information needs to be provided?

The surrendering adult will be asked to fill out a medical history form, which is useful in caring for the child. The form can be returned later and includes a stamped return envelope. No names are required.

What happens to the baby?

After a complete medical exam, the baby will be released and placed in a safe and loving home, and the adoption process will begin.

What happens to the parent or surrendering adult?

Nothing. They may leave at any time after surrendering the baby.

How can a parent get a baby back?

Parents who change their minds can begin the process of reclaiming their baby within 14 days by calling the Los Angeles County Department of Children and Family Services at (800) 540-4000.

If you're unsure of what to do:

You can call the hotline 24 hours a day, 7 days a week and anonymously speak with a counselor about your options or have your questions answered.

1.877.222.9723 or BabySafeLA.org

English, Spanish and 140 other languages spoken.

PAYROLL STATEMENT OF COMPLIANCE

**COUNTY OF LOS ANGELES
LIVING WAGE PROGRAM**

PAYROLL STATEMENT OF COMPLIANCE

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

Do hereby state:

That I pay or supervise the payment of the persons employed by (Contractor/Subcontractor) on the _____ (contract) that during the payroll period commencing on the _____ (day) of _____ (Month and Year) and ending the _____ (day) of _____ (Month and Year), all persons employed on said work site have been paid the full weekly wages earned, that no rebates have been or will be made, either directly or indirectly, to or on behalf of _____ (Contractor/Subcontractor) from the full weekly wages earned by any person, and that no deductions have been made either directly or indirectly, from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 CFR Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 357; 40 U.S.C. 276c), and described below:

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

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

Print Name and Title

Owner or Company Representative Signature:

Date:

THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. IN ADDITION, THE CONTRACTOR OR SUBCONTRACTOR MAY BE SUSPENDED AND PRECLUDED FROM BIDDING ON OR PARTICIPATING IN ANY COUNTY CONTRACT OR PROJECT FOR A PERIOD CONSISTENT WITH THE SERIOUSNESS OF THE VIOLATION.

ARMED SECURITY GUARD COST BY FACILITITES

**LA COUNTY LIBRARY
ARMED SECURITY GUARD SERVICES – AREA 100**

ARMED SECURITY GUARD COST BY FACILITIES

Library Facilities	Armed Security Guard Services	Flat Daily Rate (Armed Guard)	Monthly Contractor Fee	Annual Contractor Fee
Acton Agua Dulce Library	YES	\$862.36	\$46,789.32	\$561,471.87
Agoura Hills Library	YES	\$708.55	\$7,748.11	\$92,977.30
Castaic Library	YES	\$862.36	\$10,637.94	\$127,655.32
La Canada Flintridge Library	YES	\$708.55	\$7,748.11	\$92,977.30
La Crescenta Library	YES	\$848.22	\$11,517.46	\$138,209.50
Lake Los Angeles Library	YES	\$862.36	\$10,637.94	\$127,655.32
Lancaster Library	YES	\$708.55	\$7,748.11	\$92,977.30
Littlerock Library	YES	\$862.36	\$10,637.94	\$127,655.32
Malibu Library	YES	\$862.36	\$10,637.94	\$127,655.32
Quartz Hill Library	YES	\$862.36	\$10,637.94	\$127,655.32
San Fernando Library	YES	\$739.19	\$8,083.16	\$96,997.94
Stevenson Ranch Library	YES	\$862.36	\$10,637.94	\$127,655.32
Topanga Library	YES	\$848.22	\$11,517.46	\$138,209.50
Westlake Village Library				TBD \$0.00
				\$0.00
				\$0.00
				\$0.00
Total			\$164,979.39	\$1,979,752.63

CONTRACT

ARMED SECURITY GUARD SERVICES

AREA 300



CONTRACT

BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

INTER-CON SECURITY SERVICES SYSTEMS, INC.

FOR

ARMED SECURITY GUARD SERVICES

AREA 300

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**CONTRACT BETWEEN
COUNTY OF LOS ANGELES
AND
INTER-CON SECURITY SERVICES SYSTEMS, INC.
FOR
ARMED SECURITY GUARD SERVICES – AREA 300**

This Contract ("Contract") made and entered into this 18th day of March, 2025, by and between the County of Los Angeles, hereinafter referred to as County and Inter-Con Security Services Systems, Inc., hereinafter referred to as "Contractor" and Inter-Con Security Services Systems, Inc. is located at 210 S De Lacey Avenue, Pasadena, CA 91105.

RECITALS

WHEREAS, the County may contract with private businesses for Armed Security Guard Services when certain requirements are met; and

WHEREAS, the Contractor is a private (public, non-profit) firm specializing in providing Armed Security Guard Services; and

WHEREAS, the Contractor represents that it possesses the necessary special skills, knowledge, and technical competence and sufficient staffing to provide the Armed Security Guard Services required herein; and

WHEREAS, the County has determined that it is legal, feasible, and cost-effective to contract for Armed Security Guard Services; and

WHEREAS, this Contract is therefore authorized under Section 44.7 of the Los Angeles County Charter and Los Angeles County Codes Section 2.121.250; and

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

1.0 APPLICABLE DOCUMENTS

Exhibits A through I are attached to and form a part of this Contract. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, goods, service, or other work, or otherwise between the base Contract and the Exhibits, or between Exhibits, such conflict or inconsistency will be resolved by giving precedence first to the terms and conditions of the Contract and then to the Exhibits according to the following priority.

Standard Exhibits:

Exhibit A	Statement of Work and Attachments
Exhibit B	Pricing Schedule
Exhibit C	Contractor's Proposed Schedule
Exhibit D	County's Administration
Exhibit E	Contractor's Administration
Exhibit F	Contractor Acknowledgement and Confidentiality Agreement
Exhibit G	Safely Surrendered Baby Law
Exhibit H	Payroll Statement of Compliance
Exhibit I	Armed Services Guard Cost by Facilities

2.0 DEFINITIONS

2.1 Standard 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 must be construed to have the following meaning, unless otherwise apparent from the context in which they are used.

- 2.1.1 Board of Supervisors (Board):** The Board of Supervisors of the County of Los Angeles acting as governing body.
- 2.1.2 Contract:** This agreement executed between County and Contractor. Included are all supplemental agreements amending or extending the service to be performed. The Contract sets forth the terms and conditions for the issuance and performance of all tasks, deliverables, services and other work.
- 2.1.3 Contractor:** The person or persons, sole proprietor, partnership, joint venture, corporation or other legal entity who has entered into an agreement with the County to perform or execute the work covered by this Contract.
- 2.1.4 Contractor's Project Manager:** The person designated by the Contractor to administer the Contract operations under this Contract.
- 2.1.5 County's Contract Analyst:** The person designated by the County to manage and facilitate the administrative functions of the Contract.

- 2.1.6 County's Project Director:** Person designated by County with authority for County on contractual or administrative matters relating to this Contract that cannot be resolved by the County's Project Manager.
- 2.1.7 County's Project Manager:** Person designated by County's Project Director to manage the operations under this Contract.
- 2.1.8 County's Project Monitor:** Person with responsibility to oversee the day-to-day activities of this Contract. Responsibility for inspections of any and all tasks, deliverables, goods, services and other work provided by the Contractor.
- 2.1.9 County Observed Holidays:** Days on which County departments are closed for business in observance of significant events. A list of County observed holidays may be found on the County's website <https://lacounty.gov/government/about-la-county/about/>.
- 2.1.10 Day(s):** Calendar day(s) unless otherwise specified.
- 2.1.11 Department:** LA County Library which is entering into this Contract on behalf of the County of Los Angeles.
- 2.1.12 Director:** Director of Department.
- 2.1.13 Fiscal Year:** The twelve (12) month period beginning July 1st and ending the following June 30th.
- 2.1.14 Statement of Work:** A written description of the work to be performed by Contractor to meet the needs of the County, including special provisions pertaining to the method, frequency, manner and place of performing the contract services.
- 2.1.15 Subcontract:** An agreement by the Contractor to employ a subcontractor to provide services to fulfill this Contract.
- 2.1.16 Subcontractor:** Any individual, person or persons, sole proprietor, firm, partnership, joint venture, corporation, or other legal entity furnishing supplies, services of any nature, equipment, and/or materials to Contractor in furtherance of Contractor's performance of this Contract, at any tier, under oral or written agreement.
- 2.1.17 Assigned Employees:** Armed Security Guards and Armed Security Guard Supervisors that are assigned to this contract.
- 2.1.18 County Library:** LA County Library
- 2.1.19 County Librarian:** Head of LA County Library
- 2.1.20 Post:** A Security Guard assignment within a location.
- 2.1.21 Unanticipated Work:** Additional as-needed services performed under the Contract when the need arises and requested by the County

3.0 WORK

- 3.1** Pursuant to the provisions of this Contract, the Contractor must fully perform, complete and deliver on time, all tasks, deliverables, goods, 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 will be deemed to be a gratuitous effort on the part of the Contractor, and the Contractor must have no claim whatsoever against the County.

4.0 TERM OF CONTRACT

- 4.1** The term of this Contract will be four (4) years commencing after execution by County's Board, or February 15, 2025, whichever is later, unless sooner terminated or extended, in whole or in part, as provided in this Contract.
- 4.2** The County will have the sole option to extend this Contract term for up to one(1) additional one (1) year periods and six (6) month to month extensions, for a maximum total Contract term of five (5) years and six (6) months. Each such extension option may be exercised at the sole discretion of the County Librarian or their designee as authorized by the Board.
- 4.3** The County maintains a database that track/monitor Contractor performance history. Information entered into the database may be used for a variety of purposes, including determining whether the County will exercise a contract term extension option.
- 4.4.** The Contractor must notify Department when this Contract is within six (6) months of the expiration of the term as provided for hereinabove. Upon occurrence of this event, the Contractor must send written notification to Department at the address herein provided in Exhibit D (County's Administration).

5.0 CONTRACT SUM

5.1 Total Contract Sum

- 5.1.1** The maximum annual Contract Sum under the terms of this Contract will be **\$2,414,449.26**, comprised of the Contractor's Fee of **\$2,194,953.87**, as specified in Exhibit C (Contractor's Proposed Schedule) of the Contract, and an annual estimate for unanticipated work of **\$219,495.39**, as authorized in Paragraph 9 (Unanticipated Work), of Exhibit A (Statement of Work).
- 5.1.2** The use of the annual estimate for unanticipated work is not guaranteed by the County and is contingent upon County Library's adopted budget and needs.
- 5.1.3** The Department may increase the total contract amount by up to 10%, as approved by the Board. The County does not warranty or represent that all, or any portion, of the not-to-exceed contract amount will be authorized, allocated, or expended by the County; nor does the County warranty or represent that it will authorize the selected contractor(s) to perform any work or services of any monetary amount.

5.2 Written Approval for Reimbursement

The Contractor will 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, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, must not occur except with the County's express prior written approval.

5.3 Notification of 75% of Total Contract Sum

The Contractor must maintain a system of record keeping that will allow the Contractor to determine when it has incurred seventy-five percent (75%) of the total contract sum under this Contract. Upon occurrence of this event, the Contractor must send written notification to Department at the address herein provided in Exhibit D (County's Administration).

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

The Contractor will 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 must immediately notify County and must immediately repay all such funds to County. Payment by County for services rendered after expiration-termination of this Contract will not constitute a waiver of County's right to recover such payment from the Contractor.

5.5 Invoices and Payments

5.5.1 The Contractor must invoice the County only for providing the tasks, deliverables, goods, services, and other work specified in Exhibit A (Statement of Work and Attachments) and elsewhere hereunder. The Contractor must prepare invoices, which will include the charges owed to the Contractor by the County under the terms of this Contract.

5.5.2 The Contractor's invoices must be priced in accordance with Exhibit B (Pricing Schedule), Exhibit C (Contractor's Proposed Schedule, and Exhibit I (Armed Services Guard Cost by Facilities). Contractor will be paid only for the tasks, deliverables, goods, services, and other work approved in writing by the County. If the County does not approve work in writing no payment will be due to the Contractor for that work.

5.5.3 The Contractor's invoices must contain the information set forth in Exhibit A (Statement of Work and Attachments) describing the tasks, deliverables, goods, services, work hours, and facility and/or other work for which payment is claimed.

5.5.4 The Contractor must submit the monthly invoices to the County by the 15th calendar day of the month following the month of service. No

invoice will be approved for payment unless Exhibit H (Payroll Statement of Compliance) is included.

- 5.5.5** All invoices under this Contract must be submitted to LA County Library at the following electronic email address:

contractservices@library.lacounty.gov, with a copy to the assigned County's Contract Monitor.

5.5.6 County Approval of Invoices

All invoices submitted by the Contractor for payment must have the written approval of the County's Project Manager prior to any payment thereof. In no event will 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 Payment for Court Appearances and/or County Investigations

Security Guards and Security Guard Supervisors may be required to appear in court or make statements to investigators regarding job-related incidents. In the event that the Security Guard or Security Guard Supervisor is called upon as a witness for a job-related incident, the County will reimburse the Contractor as set forth in this Paragraph 5.5.8, for court appearances or investigation interviews, based on review and approval by County Project Manager.

The County will pay up to eight (8) hours per day of straight time for each summoned Security Guard or Security Guard Supervisor when a court appearance or investigation interview is required. If the court appearance or investigation interview occurs during Security Guard or Security Guard Supervisor's normal work shift, the Contractor shall provide back-up coverage which will be reimbursed at straight time.

The Contractor shall list court appearances and/or investigation interviews as a separate line item on Contractor's invoice, and must attach supporting documentation, such as copy of the police report, Security Incident Report (as specified in Subsection 5.4 Court Appearance and/or County Investigation), subpoena, and/or written request for appearance. County Project Manager shall have the discretion to approve or deny invoice payment request based upon the documentation presented.

5.5.8 Preference Program Enterprises – Prompt Payment Program (if applicable)

Certified Preference Program Enterprises (PPEs) will receive prompt payment for services they provide to County departments. Prompt payment is defined as fifteen (15) calendar days after receipt of an approved, undisputed invoice which has been properly matched against documents such as a receiving, shipping, or services delivered report, or any other validation of receipt document consistent with Board Policy

3.035 ([Preference Program Payment Liaison and Prompt Payment Program](#)).

5.6 Cost of Living Adjustments (COLA's) (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 an agreement/ contract with the County will 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 must 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 will supersede this requirement with respect to those payments.
- 5.7.4** At any time during the duration of the 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), will decide whether to approve exemption requests.

6.0 ADMINISTRATION OF CONTRACT - COUNTY

6.1 County's Administration

A listing of all County Administration referenced in the following subparagraphs are designated in Exhibit D (County's Administration). The County will notify the Contractor in writing of any changes as they occur.

6.2 County's Project Director

The role of the County's Project Director may include:

- 6.2.1** Coordinating with Contractor and ensuring Contractor's performance of the Contract; however, in no event will Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby; and
- 6.2.2** 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, will Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby.

6.3 County's Project Manager

The role of the County's Project Manager is authorized to include:

- 6.3.1** Meeting with the Contractor's Project Manager on a regular basis; and
- 6.3.2** Inspecting any and all tasks, deliverables, goods, services, or other work provided by or on behalf of the Contractor; however, in no event will Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby.

The County's 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's Project Monitor

The role of the County's Project Monitor is to oversee the day-to-day administration of this Contract; however, in no event will Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby. The County's Project Monitor reports to the County's Project Manager.

6.5 County's Contract Analyst

The role of the County's Contract Analyst is to manage and facilitate the administrative functions of the Contract. The County's Contract Analyst reports to the County's Project Director.

7.0 ADMINISTRATION OF CONTRACT - CONTRACTOR

7.1 Contractor's Administration

A listing of all of Contractor's Administration referenced in the following paragraphs is designated in Exhibit E (Contractor's Administration). The Contractor will notify the County in writing of any changes as they occur.

7.2 Contractor's Project Manager

7.2.1 The Contractor's Project Manager is designated in Exhibit E (Contractor's Administration). The Contractor must notify the County in writing of any change to Exhibit E (Contractor's Administration), as changes occur.

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

7.3 Approval of Contractor's Staff

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

The County reserves the right to remove any Contractor staff, for any reason, from performing services under this or any other Contract held by and between Contractor and County Library, at any time during the term of this Contract.

- 7.3.1** Contractor staff removed pursuant to this Sub-section will not relieve the Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

7.4 Contractor's Staff Identification

Contractor will provide, at Contractor's expense, all staff providing services under this Contract with a photo identification badge.

- 7.4.1** Contractor is responsible to ensure that staff have obtained a County ID badge before they are assigned to work in a County facility. Contractor personnel may be asked by a County representative to leave a County facility if they do not have the proper County ID badge on their person and Contractor personnel must immediately comply with such request.

- 7.4.2** Contractor must notify the County within 24 hours when staff is terminated from working under this Contract. Contractor must retrieve the Contractor's employee ID badge and any County access keys within 24 hours of termination.

7.5 Background and Security Investigations

- 7.5.1** Each of Contractor's staff performing services under this Contract, who is in a designated sensitive position, as determined by County in County's sole discretion, must undergo and pass a background investigation to the satisfaction of County as a condition of beginning and continuing to perform services under this Contract. Such background investigation must be obtained through fingerprints submitted to the California Department of Justice to include State, local, and federal-level review, which may include, but will not be limited to, criminal conviction information. The fees associated with the background investigation will be at the expense of the Contractor, regardless of whether the member of Contractor's staff passes or fails the background investigation.

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 performing services under the Contract. Contractor must comply with County's request at any time during the term of the Contract. County will not provide to Contractor or to Contractor's staff any information obtained through the County's background investigation.

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

- 7.5.3** Contractor shall be responsible for ensuring that Contractor staff working on this Contract have no convictions for the following offenses:

- a) Blackmail.
- b) Bribery.

- c) Burglary.
- d) Crimes Against Children, Women, and Elders.
- e) Embezzlement, including theft of public funds.
- f) Extortion.
- g) Falsification of Financial Statements and/or Public Records.
- h) Forgery.
- i) Grand Theft.
- j) Mass Murder.
- k) Rape, including Sexual Battery.
- l) Robbery.
- m) Sale of Narcotics and/or Dangerous Drug (includes intent to sell);
and
- n) Welfare fraud.

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

7.5.5 These terms will also apply to subcontractors of County contractors.

7.5.6 Disqualification of any member of Contractor's staff pursuant to this Paragraph 7.5 will not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

7.6 Confidentiality

7.6.1 Contractor must 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 must 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 subcontractors, to comply with this Paragraph, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph will be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County will 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 will 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 will 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 must inform all of its officers, employees, agents and subcontractors providing services hereunder of the confidentiality provisions of this Contract.

7.6.4 Contractor must sign and adhere to the provisions of Exhibit F (Contractor Acknowledgement and Confidentiality Agreement).

8.0 STANDARD TERMS AND CONDITIONS

8.1 Amendments

8.1.1 For any change which affects the scope of work, contract term, contract sum, payments, or any term or condition included under this Contract, an amendment to the Contract must be prepared and executed by the Contractor and by the Board, for the exception of the following:

- a) Contractor's fee set forth in Paragraph 5 (Contract Sum), not to exceed ten percent (10%) of the current annual contract sum per amendment, due to changes to the number of facilities or days of services pursuant to paragraph 8.1.4.
- b) County Librarian is expressly authorized to increase the contract sum to modify the annual estimate for unanticipated work included in the annual maximum contract sum, not to exceed ten percent (10%) of the annual contractor's fee.
- c) County Librarian is expressly authorized to increase the contract sum set forth in Paragraph 5 (Contract Sum) for a particular contract year, due to Living Wage rate increases.

Any such changes will be in writing and signed by the Contractor and by the County Librarian or their designee.

8.1.2 The Board or Chief Executive Officer (CEO) 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 Board or CEO. To implement such changes, an Amendment to the Contract must be prepared and executed by the Contractor and by the County Librarian or their designee.

8.1.3 The County Librarian or their designee, may at their sole discretion, authorize extensions of time as defined in Paragraph 4.0 (Term of Contract). The Contractor agrees that such extensions of time will not change any other term or condition of this Contract during the period of such extensions. To implement an extension of time, an Amendment to the Contract must be prepared and executed by the Contractor and by County Librarian or their designee.

8.1.4 The County reserves the right to amend the Contract to reflect any changes by an increase or decrease in the number of library facilities as listed in Exhibit A (Statement of Work and Attachments), SOW Attachment 2 (Service Locations and Hours). The County will notify the Contractor, in writing, at least ten (10) business days prior to the effective date of the modification. Exhibit B (Pricing Schedule) in the Contract, requires that proposals include a flat daily rate for each library facility. The rate specified will be used to adjust the Contract price in the event of an increase or decrease in days of service. Payment adjustment will be made to reflect such modification in services on a pro-rata basis commensurate with the number of library facilities and/or days of service increased or decreased of the affected library facilities. The County will determine the need for modification referenced herein. Upon Board delegation, the County Librarian or his/her designee will have authority to sign the amendment for the County. All standard terms and conditions in the current Contract will extend to any library facility added in the amendment.

8.2 Assignment and Delegation/Mergers or Acquisitions

8.2.1 The Contractor must 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 must not assign, exchange, transfer, or delegate its rights or duties under this Contract, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment, delegation, or otherwise transfer of its rights or duties, without such consent will be null and void. For purposes of this Paragraph, County consent will require a written Amendment to the Contract, which is formally approved and executed by the parties. Any payments by the County to any approved delegate or assignee on any claim under this Contract will be deductible, at County's sole discretion, against the claims, which the Contractor may have against the County.

8.2.3 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, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, will be a material breach of the Contract which may result in the termination of this Contract. In the event of such termination, County will be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

8.3 Authorization Warranty

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

8.4 Budget Reductions

In the event that the County's Board 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 will also be reduced correspondingly. The County's notice to the Contractor regarding said reduction in payment obligation will be provided within thirty (30) calendar days of the Board's approval of such actions. Except as set forth in the preceding sentence, the Contractor must continue to provide all of the services set forth in this Contract.

8.5 Complaints

The Contractor must develop, and maintain operating procedures for receiving, investigating and responding to complaints.

8.5.1 Complaint Procedures

- Within ten (10) business days after the Contract effective date, the Contractor must provide the County with the Contractor's procedures for receiving, investigating and responding to user complaints.
- The County will review the Contractor's procedures and provide the Contractor with approval of said procedures or with requested changes.
- If the County requests changes in the Contractor's procedures, the Contractor must make such changes and resubmit the procedures within five (5) business days for County approval.
- If, at any time, the Contractor wishes to change the Contractor's procedures, the Contractor must submit proposed changes to the County for approval before implementation.
- The Contractor must preliminarily investigate all complaints and notify the County's Project Manager of the status of the investigation within five (5) business days of receiving the complaint.
- When complaints cannot be resolved informally, a system of follow-through will be instituted which adheres to formal plans for specific actions and strict time deadlines.

- Copies of all written responses must be sent to the County's Project Manager within three (3) business days of mailing to the complainant.

8.6 Compliance with Applicable Laws

8.6.1 In the performance of this Contract, Contractor must 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 must 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 subcontractors, 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 will be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County will 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 will 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 will 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

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 will, 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. Additionally, Contractor certifies to the County:

8.7.1 That Contractor has a written policy statement prohibiting discrimination in all phases of employment.

8.7.2 That Contractor periodically conducts a self-analysis or utilization analysis of its work force.

8.7.3 That Contractor has a system for determining if its employment practices are discriminatory against protected groups.

8.7.4 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.

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](#).

8.8.2 Written Employee Jury Service Policy

- 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 must have and adhere to a written policy that provides that its Employees will receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.
- For purposes of this Paragraph, "Contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County contractor and has received or will receive an aggregate sum of fifty thousand dollars (\$50,000) or more in any twelve (12) month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full-time employee of the Contractor. "Full-time" means forty (40) hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of ninety (90) days or less within a twelve (12) month period are not considered full-time for purposes of the Jury Service Program. If the Contractor uses any subcontractor to perform services for the County under the Contract, the subcontractor will also be subject to the provisions of this Paragraph. The provisions of this Paragraph will be inserted into any such subcontract agreement and a copy of the Jury Service Program must be attached to the agreement.
- If the Contractor is not required to comply with the Jury Service Program when the Contract commences, the Contractor will have a

continuing obligation to review the applicability of its “exception status” from the Jury Service Program, and the contractor must 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 must 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.

- Contractor’s violation of this Paragraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract and/or bar 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, will 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 will 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 must 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 must immediately make full written disclosure of such facts to the County. Full written disclosure must 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 will be a material breach of this Contract.

8.10 Consideration of Hiring County Employees Targeted for Layoffs or are on a County Re-Employment List

Should the Contractor require additional or replacement personnel after the effective date of this Contract to perform the services set forth herein, the Contractor must 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/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 must 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 the 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 the Contract, debar the Contractor from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five (5) years but may exceed five (5) years or be permanent if warranted by the circumstances, and terminate any or all existing contracts the Contractor may have with the County.

8.12.3 Non-responsible Contractor

The County may debar a contractor if the Board 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

- 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.
- The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative will be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board will prepare a tentative proposed decision, which will 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 will be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board.
- 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 will be presented to the Board of Supervisors. The Board will have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
- If a Contractor has been debarred for a period longer than five (5) years, that Contractor may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: 1) elimination of the grounds for which the debarment was imposed; 2) a bona fide change in ownership or management; 3) material evidence discovered after debarment was imposed; or 4) any other reason that is in the best interests of the County.
- The Contractor Hearing Board will consider a request for review of a debarment determination only where 1) the Contractor has been debarred for a period longer than five (5) years; 2) the debarment has been in effect for at least five (5) years; and 3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board will conduct a hearing where evidence on the proposed reduction of

debarment period or termination of debarment is presented. This hearing will be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

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

8.12.5 Subcontractors of Contractor

These terms will also apply to subcontractors of County contractors.

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

The Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the County's policy to encourage all County contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster, in Exhibit G, in a prominent position at the Contractor's place of business. The Contractor will also encourage its subcontractors, if any, to post this poster in a prominent position in the subcontractor's place of business. Information and posters for printing are available at <https://lacounty.gov/residents/family-services/child-safety/safely-surrender/>.

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 will during the term of this Contract, maintain 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 will 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 the Contract in jeopardy if not corrected will be reported to the Board and listed in the appropriate contractor performance database. The report to the Board 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 will 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 must be made immediately after the Contractor has become aware of such damage, but in no event later than thirty (30) 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 must be repaid by the Contractor by cash payment upon demand.

8.17 Employment Eligibility Verification

8.17.1 The Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. The Contractor must obtain from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. The Contractor must retain all such documentation for all covered employees for the period prescribed by law.

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

8.18 Counterparts and Electronic Signatures and Representations

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.

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 prepared pursuant to Paragraph 8.1 (Amendments) and received via communications facilities (facsimile, email or electronic signature), as legally sufficient evidence that such legally binding signatures have been affixed to Amendments to this Contract.

8.19 Fair Labor Standards

The Contractor must comply with all applicable provisions of the Federal Fair Labor Standards Act and must 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 will 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 subcontractors), 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 as "force majeure events").

8.20.2 Notwithstanding the foregoing, a default by a subcontractor of Contractor will not constitute a force majeure event, unless such default arises out of causes beyond the control of both Contractor and such subcontractor, and without any fault or negligence of either of them. In such case, Contractor will not be liable for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required performance schedule. As used in this subparagraph, the term "subcontractor" and "subcontractors" mean subcontractors 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 will 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 will 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 must 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 must not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.
- 8.22.2** The Contractor will be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract all compensation and benefits. The County will 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 performing work pursuant to this Contract are, for purposes of Workers' Compensation liability, solely employees of the Contractor and not employees of the County. The Contractor will 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 must adhere to the provisions stated in Paragraph 7.6 (Confidentiality).

8.23 Indemnification

The Contractor must 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 must provide and maintain at its own expense insurance coverage satisfying the requirements specified in Paragraphs 8.24 and 8.25 of this Contract. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon Contractor pursuant to this Contract. The County in no

way warrants that the Required Insurance is sufficient to protect the Contractor for liabilities which may arise from or relate to this Contract.

8.24.2 Evidence of Coverage and Notice to County

- 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, must be delivered to County at the address shown below and provided prior to commencing services under this Contract.
- Renewal Certificates must be provided to County not less than ten (10) days prior to Contractor's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required contractor and/or sub-contractor insurance policies at any time.
- Certificates must 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 must match the name of the contractor identified as the contracting party in this Contract. Certificates must provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand dollars (\$50,000), and list any County required endorsement forms.
- Neither the County's failure to obtain, nor the County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the Contractor, its insurance broker(s) and/or insurer(s), will be construed as a waiver of any of the Required Insurance provisions.
- Certificates and copies of any required endorsements must be sent to the County Project Monitor at the electronic address herein provided in Exhibit D (County's Administration).
- Contractor also must 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 must promptly notify County of any third party claim or suit filed against Contractor or any of its subcontractors 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, its Special Districts, Elected Officials, Officers, Agents, employees, and volunteers (collectively County and its Agents) must 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 will 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 must 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 must provide County with, or Contractor's insurance policies must contain a provision that County will 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 must be provided to County at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of the Contract, in the sole discretion of the County, upon which the County may suspend or terminate this Contract.

8.24.5 Failure to Maintain Insurance

Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance will constitute a material breach of the 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 must 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 Must Be Primary

Contractor's insurance policies, with respect to any claims related to this Contract, must be primary with respect to all other sources of coverage available to Contractor. Any County maintained insurance or self-insurance coverage must 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 must require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.

8.24.9 Subcontractor Insurance Coverage Requirements

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

8.24.10 Deductibles and Self-Insured Retentions (SIRs)

Contractor's policies will 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 must 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 must precede the effective date of this Contract. Contractor understands and agrees it will maintain such coverage for a period of not less than three (3) 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 must 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 must 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:	\$20 million
Products/Completed Operations Aggregate:	\$10 million
Personal and Advertising Injury:	\$10 million
Each Occurrence:	\$10 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 must 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 must 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 must be provided to County at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. If applicable to Contractor's operations, coverage also must be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

8.25.4 Unique Insurance Coverage

- **Sexual Misconduct Liability**

Insurance covering actual or alleged claims for sexual misconduct and/or molestation with limits of not less than \$2 million per claim and \$2 million aggregate, and claims for negligent employment, investigation, supervision, training or retention of, or failure to report to proper authorities, a person(s) who committed any act of abuse, molestation, harassment, mistreatment or maltreatment of a sexual nature.

8.26 Liquidated Damages

8.26.1 If, in the judgment of the Director, or their designee, the Contractor is deemed to be non-compliant with the terms and obligations assumed hereby, the Director, or their designee, at their 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 Director, or their designee, in a written notice describing the reasons for said action.

8.26.2 If the Director, or their designee, determines that there are deficiencies in the performance of this Contract that the Director, or their designee, deems are correctable by the Contractor over a certain time span, the Director, or their 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 Director, or their 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 five hundred dollars (\$500) per day per infraction, hereunder, and that the Contractor will be liable to the County for liquidated damages in said amount. Said amount will be deducted from the County's payment to the Contractor; and/or (c) Upon giving five (5) days notice to the Contractor for failure to correct the deficiencies, the County may correct any and all deficiencies and the total costs incurred by 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 must 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 must 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 Paragraph 8.26.2, and must 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

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 must 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 will 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** Contractor certifies to the County each of the following:

- That Contractor has a written policy statement prohibiting discrimination in all phases of employment.
- That Contractor periodically conducts a self-analysis or utilization analysis of its work force.
- That Contractor has a system for determining if its employment practices are discriminatory against protected groups.
- 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.

- 8.28.3** The Contractor must 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 must 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 subcontractors, 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 will comply with all applicable Federal and State laws and regulations to the end that no person will, 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 will 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 will 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 will 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 will, at its sole option, be entitled to the sum of five hundred dollars (\$500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

8.29 Non Exclusivity

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

8.30 Notice of Delays

Except as otherwise provided under this Contract, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, that party must, within one (1) business day, give notice thereof, including all relevant information with respect thereto, to the other party.

8.31 Notice of Disputes

The Contractor must bring to the attention of the County's Project Manager and/or County's Project Director any dispute between the County and the Contractor regarding the performance of services as stated in this Contract. If the County's

Project Manager or County's Project Director is not able to resolve the dispute, the Director or designee will resolve it.

8.32 Notice to Employees Regarding the Federal Earned Income Credit

The Contractor must notify its employees, and will require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice must 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

The Contractor must notify and provide to its employees, and will require each subcontractor 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 G (Safely Surrendered Baby Law) of this Contract. Additional information is available at <https://lacounty.gov/residents/family-services/child-safety/safe-surrender/>.

8.34 Notices

All notices or demands required or permitted to be given or made under this Contract must be in writing and will 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 D (County's Administration) and E (Contractor's Administration). Addresses may be changed by either party giving ten (10) days prior written notice thereof to the other party. The Director, or their designee will 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

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 will 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 will be regarded as public records. Exceptions will be those elements in the [California Government Code Section 7921 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 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 must 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 will not inhibit the contractor from publishing its role under this Contract within the following conditions:

- The Contractor must develop all publicity material in a professional manner; and
- During the term of this Contract, the Contractor will not, and will 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.

- 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, provided that the requirements of this will apply.

8.38 Record Retention and Inspection-Audit Settlement

- 8.38.1** The Contractor must maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. The Contractor must 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, will 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, will be kept and maintained by the Contractor and will be made available to the County during the term of this Contract and for a period of five (5) years thereafter unless the County’s written

permission is given to dispose of any such material prior to such time. All such material must be maintained by the Contractor at a location in Los Angeles County, provided that if any such material is located outside of Los Angeles County, then, at the County's option, the Contractor will 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 must file a copy of such audit report with the County's Auditor-Controller within thirty (30) days of the Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Contract. Subject to applicable law, the County will make a reasonable effort to maintain the confidentiality of such audit report(s).

8.38.3. Failure on the part of the Contractor to comply with any of the provisions of this subparagraph 8.38 will 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 (5) years after the expiration or termination of this Contract, representatives of the County conduct an audit of the Contractor regarding the work performed under this Contract, and if such audit finds that the County's dollar liability for any such work is less than payments made by the County to the Contractor, then the difference must 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 will be paid to the Contractor by the County by cash payment, provided that in no event will the County's maximum obligation for this Contract exceed the funds appropriated by the County for the purpose of this Contract.

8.38.4 In addition to the above, the Contractor agrees, should the County or its authorized representatives determine, in the County's sole discretion, that it is necessary or appropriate to review a broader scope of the Contractor's records (including, certain records related to non-County contracts) to enable the County to evaluate the Contractor's compliance with the County's Living Wage Program, that the Contractor will promptly and without delay provide to the County, upon the written request of the County or its authorized representatives, access to and the right to examine, audit, excerpt, copy, or transcribe any and all transactions, activities, or records relating to any of its employees who have provided services to the County under this Contract, including without limitation, records relating to work performed by said employees on the

Contractor's non-County contracts. The Contractor further acknowledges that the foregoing requirement in this Paragraph relative to Contractor's employees who have provided services to the County under this Contract is for the purpose of enabling the County in its discretion to verify the Contractor's full compliance with and adherence to California labor laws and the County's Living Wage Program. All such materials and information, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, must be kept and maintained by the Contractor and will be made available to the County during the term of this Contract and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such materials and information prior to such time. All such materials and information must be maintained by the contractor at a location in Los Angeles County, provided that if any such materials and information is located outside Los Angeles County, then, at the County's option, the Contractor will pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such materials and information at such other location.

8.39 Recycled Bond Paper

Consistent with the Board's 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 Subcontracting

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

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

- A description of the work to be performed by the subcontractor.
- A draft copy of the proposed subcontract; and
- Other pertinent information and/or certifications requested by the County.

8.40.3 The Contractor must indemnify, defend, and hold the County harmless with respect to the activities of each and every subcontractor in the same manner and to the same degree as if such subcontractor(s) were the Contractor employees.

8.40.4 The Contractor will remain fully responsible for all performances required of it under this Contract, including those that the Contractor has determined to subcontract, notwithstanding the County's approval of the Contractor's proposed subcontract.

- 8.40.5** The County's consent to subcontract will not waive the County's right to prior and continuing approval of any and all personnel, including subcontractor employees, providing services under this Contract. The Contractor is responsible to notify its subcontractors of this County right.
- 8.40.6** The County's Project Director is authorized to act for and on behalf of the County with respect to approval of any subcontract and subcontractor employees. After approval of the subcontract by the County, Contractor must forward a fully executed subcontract to the County for their files.
- 8.40.7** The Contractor will be solely liable and responsible for all payments or other compensation to all subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the County's consent to subcontract.
- 8.40.8** The Contractor must obtain certificates of insurance, which establish that the subcontractor maintains all the programs of insurance required by the County from each approved subcontractor. Before any subcontractor employee may perform any work hereunder, Contractor must ensure delivery of all such documents to the County Project Monitor at the physical or electronic address herein provided in Exhibit D (County's Administration).

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

Failure of the Contractor to maintain compliance with the requirements set forth in Paragraph 8.14 (Contractor's Warranty of Adherence to County's Child Support Compliance Program) will constitute default under this Contract. Without limiting the rights and remedies available to the County under any other provision of this Contract, failure of the Contractor to cure such default within ninety (90) calendar days of written notice will be grounds upon which the County may terminate this Contract pursuant to Paragraph 8.43 (Termination for Default) and pursue debarment of the Contractor, pursuant to [County Code Chapter 2.202](#).

8.42 Termination for Convenience

- 8.42.1** This Contract may be terminated, in whole or in part, from time to time, when such action is deemed by the County, in its sole discretion, to be in its best interest. Termination of work hereunder will be effected by notice of termination to the Contractor 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 will be no less than ten (10) 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 must:
- Stop work under this Contract on the date and to the extent specified in such notice, and

- Complete performance of such part of the work as would 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 must be maintained by the Contractor in accordance with Paragraph 8.38 (Record Retention and Inspection-Audit Settlement).

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:

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

8.43.2 In the event that the County terminates this Contract in whole or in part as provided in Paragraph 8.43.1, 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 will 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 will continue the performance of this Contract to the extent not terminated under the provisions of this Paragraph.

8.43.3 Except with respect to defaults of any subcontractor, the Contractor will not be liable for any such excess costs of the type identified in Paragraph 8.43.2 if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either of them, the Contractor will not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in

sufficient time to permit the Contractor to meet the required performance schedule. As used in this Paragraph, the term "subcontractor(s)" means subcontractor(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) it is determined by the County that the Contractor was not in default under the provisions of Paragraph 8.43 (Termination for Default) or that the default was excusable under the provisions of subparagraph 8.43.3, the rights and obligations of the parties will be the same as if the notice of termination had been issued pursuant to Paragraph 8.42 (Termination for Convenience).

8.43.5 The rights and remedies of the County provided in this Paragraph 8.43 (Termination for Default) will 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 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 the 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.

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:

- Insolvency of the Contractor. The Contractor will be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the Contractor is insolvent within the meaning of the Federal Bankruptcy Code;

- The filing of a voluntary or involuntary petition regarding the Contractor under the Federal Bankruptcy Code;
- The appointment of a Receiver or Trustee for the Contractor; or
- 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 will 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

The Contractor, and each County Lobbyist or County Lobbying firm as defined in [County Code Section 2.160.010](#) retained by the Contractor, must 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 will 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

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

8.48 Validity

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

8.49 Waiver

No waiver by the County of any breach of any provision of this Contract will 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 will not be construed as a waiver thereof. The rights and remedies set forth in this Paragraph 8.49 will 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 will 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

Contractor acknowledges that County has established a goal of ensuring that all individuals and businesses that benefit financially from County through contract 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.

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

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) will 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 (10) days of notice will 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

The Contractor must notify its employees and must require each subcontractor to notify and provide to its employees, information regarding the time off for voting law ([Elections Code Section 14000](#)). Not less than ten (10) days before every statewide election, every contractor and subcontractors must 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

Contractor acknowledges that the County has established a Zero Tolerance Policy on Human Trafficking prohibiting contractors from engaging in human trafficking.

If a Contractor or member of Contractor's staff is convicted of a human trafficking offense, the County will require that the Contractor or member of Contractor's staff be removed immediately from performing services under the Contract. County will not be under any obligation to disclose confidential information regarding the offenses other than those required by law.

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

8.55 Integrated Pest Management (IPM) Program Compliance (intentionally Omitted)

8.56 Compliance with Fair Chance Employment Hiring Practices

Contractor, and its subcontractors, must comply with fair chance employment hiring practices set forth in [California Government Code Section 12952](#). Contractor's violation of this Paragraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract.

8.57 Compliance with the County Policy of Equity

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 subcontractors acknowledge and certify receipt and understanding of the CPOE. Failure of the Contractor, its employees or its subcontractors 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)

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 will result in the disqualification of the Contractor/Proposer from participation in the County solicitation or the termination or cancellation of any resultant County Contract.

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.

8.60 Campaign Contribution Prohibition Following Final Decision in Contract 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.

9.0 UNIQUE TERMS AND CONDITIONS

9.1 Compliance with the County's Living Wage Program

9.1.1 Living Wage Program

This Contract is subject to the provisions of the County's ordinance entitled Living Wage Program as codified in [Sections 2.201.010 through 2.201.100 of the Los Angeles County Code](#).

9.1.2 Payment of Living Wage Rates

- Unless the Contractor has demonstrated to the County's satisfaction either that the contractor is not an "Employer" as defined under the Program ([Section 2.201.020 of the County Code](#)) or that the contractor qualifies for an exception to the Living Wage Program ([Section 2.201.090 of the County Code](#)), the Contractor must pay its employees no less than the applicable hourly living wage rate for the employees' services provided to the County, including, without limitation, "Travel Time" as defined below.
- For purposes of this Paragraph, "Contractor" includes any subcontractor engaged by the Contractor to perform services for the County under the Contract. If the Contractor uses any subcontractor to perform services for the County under the Contract, the subcontractor will be subject to the provisions of this Paragraph. The provisions of this Paragraph will be inserted into any such subcontract and a copy of the Living Wage Program must be attached to the subcontract. "Employee" means any individual, who is an employee of the Contractor under the laws of California, and who is providing full-time or part-time services to the Contractor, which are provided to the County under the Contract. "Full-time" means a minimum of forty (40) hours worked per week, or a lesser number of hours, if the lesser number is a recognized industry standard and is approved as such by the County; however, fewer than thirty-five (35) hours worked per week will not, in any event, be considered full-time.
- If the Contractor is required to pay a living wage when the Contract commences, the Contractor must continue to pay a living wage for the entire term of the Contract, including any option period.

- If the Contractor is not required to pay a living wage when the Contract commences, the Contractor will have a continuing obligation to review the applicability of its “exemption status” from the living wage requirement. The Contractor must immediately notify the County if the Contractor at any time either comes within the Living Wage Program’s definition of “Employer” or if the Contractor no longer qualifies for the exception to the Living Wage Program. In either event, the Contractor will immediately be required to commence paying the living wage and will be obligated to pay the living wage for the remaining term of the Contract, including any option period. The County may also require, at any time during the Contract and at its sole discretion, that the Contractor demonstrate to the County’s satisfaction that the contractor either continues to remain outside of the Living Wage Program’s definition of “Employer” and/or that the Contractor continues to qualify for the exception to the Living Wage Program. Unless the Contractor satisfies this requirement within the time frame permitted by the County, the Contractor will immediately be required to pay the living wage for the remaining term of the Contract, including any option period.
- For purposes of the Contractor's obligation to pay its employees the applicable hourly living wage rate under this Contract, “Travel Time” will have the following two meanings, as applicable: 1) With respect to travel by an employee that is undertaken in connection with this Contract, Travel Time will mean any period during which an employee physically travels to or from a County facility if the Contractor pays the employee any amount for that time or if California law requires the Contractor to pay the employee any amount for that time; and 2) With respect to travel by an employee between County facilities that are subject to two different contracts between the Contractor and the County (of which both contracts are subject to the Living Wage Program), Travel Time will mean any period during which an employee physically travels to or from, or between such County facilities if the Contractor pays the employee any amount for that time or if California law requires the Contractor to pay the employee any amount for that time.

9.1.3 Contractor’s Submittal of Certified Monitoring Reports

The Contractor must submit to the County certified monitoring reports at a frequency instructed by the County. The certified monitoring reports must list all of the Contractor’s employees during the reporting period. The certified monitoring reports must also verify the number of hours worked and the hourly wage rate paid, for each of its employees. All certified monitoring reports must be submitted on forms provided in Exhibit H (Payroll Statement of Compliance), or other form approved by the County which contains the above information. The County reserves the right to request any additional information it may deem necessary. If the County requests additional information, the Contractor must

promptly provide such information. The Contractor, through one of its officers, must certify under penalty of perjury that the information contained in each certified monitoring report is true and accurate.

9.1.4 Contractor's Ongoing Obligation to Report Labor Law-Payroll Violations and Claims

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

9.1.5 County Auditing of Contractor Records

Upon a minimum of twenty-four (24) hours' written notice, the County may audit, at the Contractor's place of business, any of the Contractor's records pertaining to the Contract, including all documents and information relating to the certified monitoring reports. The Contractor is required to maintain all such records in California until the expiration of four (4) years from the date of final payment under the Contract. Authorized agents of the County must have access to all such records during normal business hours for the entire period that records are to be maintained.

9.1.6 Notifications to Employees

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

9.1.7 Enforcement and Remedies

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

- **Remedies for Submission of Late or Incomplete Certified Monitoring Reports**

If the Contractor submits a certified monitoring report to the County after the date it is due or if the report submitted does

not contain all of the required information or is inaccurate or is not properly certified, any such deficiency will constitute a breach of the Contract. In the event of any such breach, the County may, in its sole discretion, exercise any or all of the following rights/remedies:

1) Withholding of Payment

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

2) Liquidated Damages

It is mutually understood and agreed that the Contractor's failure to submit an accurate, complete, timely and properly certified monitoring report will result in damages being sustained by the County. It is also understood and agreed that the nature and amount of the damages will be extremely difficult and impractical to fix; that the liquidated damages set forth herein are the nearest and most exact measure of damages for such breach that can be fixed at this time; and that the liquidated damages are not intended as a penalty or forfeiture for the Contractor's breach. Therefore, in the event that a certified monitoring report is deficient, including but not limited to being late, inaccurate, incomplete or uncertified, it is agreed that the County may, in its sole discretion, assess against the Contractor liquidated damages in the amount of one hundred dollars (\$100) per monitoring report for each day until the County has been provided with a properly prepared, complete and certified monitoring report. The County may deduct any assessed liquidated damages from any payments otherwise due the Contractor.

3) Termination

The Contractor's continued failure to submit accurate, complete, timely and properly certified monitoring reports may constitute a material breach of the Contract. In the event of such material breach, the County may, in its sole discretion, terminate the Contract.

- **Remedies for Payment of Less Than the Required Living Wage**

If the Contractor fails to pay any employee at least the applicable hourly living wage rate, such deficiency will constitute a breach of the Contract. In the event of any such breach, the County may, in its sole discretion, exercise any or all of the following rights/remedies:

- 1) **Withholding Payment**

If the Contractor fails to pay one or more of its employees at least the applicable hourly living wage rate, the County may withhold from any payment otherwise due the Contractor the aggregate difference between the living wage amounts the Contractor was required to pay its employees for a given pay period and the amount actually paid to the employees for that pay period. The County may withhold said amount until the Contractor has satisfied the County that any underpayment has been cured, which may include required submittal of revised certified monitoring reports or additional supporting documentation.

- 2) **Liquidated Damages**

It is mutually understood and agreed that the Contractor's failure to pay any of its employees at least the applicable hourly living wage rate will result in damages being sustained by the County. It is also understood and agreed that the nature and amount of the damages will be extremely difficult and impractical to fix; that the liquidated damages set forth herein are the nearest and most exact measure of damages for such breach that can be fixed at this time; and that the liquidated damages are not intended as a penalty or forfeiture for the Contractor's breach. Therefore, it is agreed that the County may, in its sole discretion, assess against the Contractor liquidated damages of fifty dollars (\$50) per employee per day for each and every instance of an underpayment to an employee. The County may deduct any assessed liquidated damages from any payments otherwise due the Contractor.

- 3) **Termination**

The Contractor's continued failure to pay any of its employees the applicable hourly living wage rate may constitute a material breach of the Contract. In the event of such material breach, the County may, in its sole discretion, terminate the Contract.

- **Debarment**

In the event the Contractor breaches a requirement of this Paragraph, the County may, in its sole discretion, bar the Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach, in accordance with [Los Angeles County Code, Chapter 2.202](#), Determinations of Contractor Non-Responsibility and Contractor Debarment.

9.1.8 Use of Full-Time Employees

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

9.1.9 Contractor Retaliation Prohibited

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

9.1.10 Contractor Standards

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

9.1.11 Employee Retention Rights (Intentionally Omitted)

9.1.12 Neutrality in Labor Relations

The Contractor must not use any consideration received under the Contract to hinder, or to further, organization of, or collective bargaining activities by or on behalf of the Contractor's employees, except that this restriction will not apply to any expenditure made in the course of good faith collective bargaining, or to any expenditure pursuant to obligations

incurred under a bona fide collective bargaining Contract, or which would otherwise be permitted under the provisions of the National Labor Relations Act.

10.0 SURVIVAL

In addition to any terms and conditions of this Agreement that expressly survive expiration or termination of this Agreement by their terms, the following provisions will survive the expiration or termination of this Agreement for any reason:

Paragraph 1.0	Applicable Documents
Paragraph 2.0	Definitions
Paragraph 3.0	Work
Paragraph 5.4	No Payment for Services Provided Following Expiration - Termination of Contract
Paragraph 7.6	Confidentiality
Paragraph 8.1	Amendments
Paragraph 8.2	Assignment and Delegation/Mergers or Acquisitions
Paragraph 8.6	Compliance with Applicable Laws
Paragraph 8.19	Fair Labor Standards
Paragraph 8.20	Force Majeure
Paragraph 8.21	Governing Law, Jurisdiction, and Venue
Paragraph 8.23	Indemnification
Paragraph 8.24	General Provisions for all Insurance Coverage
Paragraph 8.25	Insurance Coverage
Paragraph 8.26	Liquidated Damages
Paragraph 8.34	Notices
Paragraph 8.38	Record Retention and Inspection-/Audit Settlement
Paragraph 8.42	Termination for Convenience
Paragraph 8.43	Termination for Default
Paragraph 8.48	Validity
Paragraph 8.49	Waiver
Paragraph 8.58	Prohibition from Participation in Future Solicitation(s)
Paragraph 8.60	Campaign Contribution Prohibition Following Final Decision in Contract Proceeding
Paragraph 9.1	Compliance with County's Living Wage Program
Paragraph 10.0	Survival

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.



CONTRACTOR

INTER-CON SECURITY SERVICES SYSTEMS, INC.

By

**SEE
ORIGINAL**
Name

Title

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

EDWARD YEN
Executive Officer
Clerk of the Board of Supervisors

COUNTY OF LOS ANGELES

By

Katmyr Barger
Chair, Board of Supervisors

By

Maria Oledda
Deputy

ATTEST:

EDWARD YEN
Executive Officer of the
Board of Supervisors of the
County of Los Angeles

By

Maria Oledda

APPROVED AS TO FORM:

DAWYN R. HARRISON
County Counsel

By

Keever R. Muir

Keever Rhodes Muir
Senior Deputy County Counsel

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

19 March 18, 2025

Edward Yen

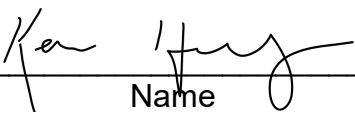
EDWARD YEN
EXECUTIVE OFFICER

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.

CONTRACTOR

INTER-CON SECURITY SERVICES SYSTEMS, INC.

By



Name

Chief Strategy Officer

Title

COUNTY OF LOS ANGELES

By

**SEE
ORIGINAL**

Chair, Board of Supervisors

ATTEST:

EDWARD YEN
Executive Officer of the
Board of Supervisors of the
County of Los Angeles

By **SEE
ORIGINAL**

APPROVED AS TO FORM:

DAWYN R. HARRISON
County Counsel

By **SEE
ORIGINAL**

Keever Rhodes Muir
Senior Deputy County Counsel

79647

**CONTRACT FOR
ARMED SECURITY GUARD SERVICES**

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- A STATEMENT OF WORK AND ATTACHMENTS
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STATEMENT OF WORK AND ATTACHMENTS

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SOW ATTACHMENTS

- 1 Contract Discrepancy Report (CDR)
- 2 Service Locations, Hours, and Number of Guards
- 3 Armed Security Guard Services Employee Sign-In/Sign-Out Log

STATEMENT OF WORK (SOW)

1.0 SCOPE OF WORK

- 1.1 The Contractor will provide daily Armed Security Guard Services (Security Services) during business hours for LA County Library (Library) facilities identified in the SOW Attachment 2 (Service Locations, Hours, and Number of Guards) of this Exhibit A, by providing all labor, supervision, equipment, materials and supplies necessary for the Contractor's performance under this Contract. If the Contractor is unable to provide Security Services for a Library facility, an unarmed guard may be placed temporarily and invoiced according with Exhibit B (Pricing Schedule), of the Contract for the affected Library facility.
- 1.1.1 The Contractor will ensure safety and protection of Library personnel, patrons, and property, preventing and deterring illegal activity such as theft, vandalism, and accidents.
- 1.1.2 The Contractor personnel will patrol the entire Library property, including, but not limited to, the facility's interior and exterior, parking lots and parking structures, stairwells, and various points entry to the building.
- 1.1.3 The Contractor personnel will be able to identify, attempt to prevent, and avert potential threats, criminal behaviors, suspicious situations or injuries.
- 1.1.4 The Contractor personnel will be first to act and help people in need in emergency situations and assist in evacuations and other serious security events.
- 1.1.5 The Contractor personnel will monitor Library patron activity to ensure compliance with the Library's Customer Expectations Policy, found at <https://lacountylibrary.org/customer-expectations/>.

2.0 ADDITION AND/OR DELETION OF FACILITIES, SPECIFIC TASKS AND/OR WORK HOURS

- 1.2 County reserves the right to amend the Contract to reflect any changes by an increase or decrease in the number of facilities or days/hours of service for facilities listed in SOW Attachment 2 (Service Locations, Hours, and Number of Guards) of this Exhibit A. County will notify the Contractor, in writing, at least ten (10) business days prior to the effective date of any modifications. The Contractor will be compensated for the Security Services of additional library facilities designated after the Contract's commencement date based on the submission of an approved cost per additional facility. Payment adjustments will be made to reflect such modification in services on a pro-rata basis commensurate with the number of library facilities and/or days/hours of service increased or decreased of the affected library facilities. County will determine the need for modification referenced herein.
- 2.1 All changes must be made in accordance with Paragraph 8.1 (Amendments) of the Contract. All terms in the Contract will extend to any library facility added by the Amendment.

3.0 QUALITY CONTROL

The Contractor must establish and utilize a comprehensive Quality Control Plan (QCP) to ensure the County receives a consistently high level of service throughout the term of the Contract. The QCP must be submitted to the County's Project Monitor for review. The QCP must include, but may not be limited to, the following:

- 3.1** Method of monitoring to ensure that Contract requirements are being met;
- 3.2** A record of all inspections conducted by the Contractor, any corrective action taken, the time a problem was first identified, a clear description of the problem, and the time elapsed between identification and completed corrective action, must be provided to the County upon request.
- 3.3** The Contractor will maintain and update as necessary written policy and procedures regarding the licensing, certification, training files, and work requirements for all Contractor personnel assigned to provide Security Services under the Contract, and will provide updates to the County's Project Monitor for review immediately upon request.

4.0 QUALITY ASSURANCE PLAN

The County will evaluate the Contractor's performance under this Contract using the quality assurance procedures as defined in Paragraph 8.15 (County's Quality Assurance Plan) of the Contract.

4.1 Monthly Meetings

The Contractor is required to attend a scheduled meeting as needed. Advance notification will be given at least one (1) business day prior to the meeting.

4.2 Contract Discrepancy Report

Notification of a Contract discrepancy will be made to the County's Project Monitor as soon as possible whenever a Contract discrepancy is identified. The problem must be resolved within a time period mutually agreed upon by the County and the Contractor.

The County's Project Monitor will determine whether a formal Contract Discrepancy Report (CDR), SOW Attachment 1 of this Exhibit A, will be issued. Upon receipt of this document, the Contractor is required to respond in writing to the County's Project Monitor within five (5) business days, acknowledging the reported discrepancies or presenting contrary evidence. A plan for correction of all deficiencies identified in the CDR must be submitted to the County's Project Monitor within ten (10) business days.

4.3 County Observations

In addition to departmental contracting staff, other County personnel may observe performance, activities, and review documents relevant to this Contract at any time during normal business hours. However, these personnel may not unreasonably interfere with the Contractor's performance.

5.0 DEFINITIONS

Throughout this SOW, references are made to certain persons, groups, or Departments/Agencies. For convenience, a description of specific definitions can be found in Paragraph 2.0 (Definitions), of the Contract. The headings are for convenience and reference only and are not intended to define the scope of any provision thereof.

6.0 RESPONSIBILITIES

The County's and the Contractor's responsibilities are as follows:

COUNTY

6.1 Personnel

The County will administer the Contract according to Paragraph 6.0 (Administration of Contract – County), of the Contract. Specific duties will include:

- 6.1.1 Monitoring the Contractor's performance in the daily operation of this Contract.
- 6.1.2 Providing direction to the Contractor in areas relating to policy, information and procedural requirements.
- 6.1.3 Preparing Amendments in accordance with Paragraph 8.1 (Amendments) of the Contract.

6.2 Furnished Items

6.2.1 Keys/Access Cards/Remote Controls

- A. County will provide three (3) sets of keys/access cards/remote controls, at no cost to the Contractor, for the library facilities to be serviced. The Contractor will acknowledge receipt of the keys/access cards/remote controls accepting full responsibility. Contractor employees are to use keys/access cards/remote controls only in the carrying out of contracted services. All such keys/access cards/remote controls are property of the County and will be returned to the County's Project Monitor upon termination of the Contract.
- B. If additional sets are needed, the Contractor will submit a request in writing to the County's Project Manager. **At no time are the keys to be duplicated by the Contractor.** Any lost or damaged keys/access cards/remote controls will be replaced at the expense of the Contractor based on the County's replacement cost.

6.2.2 Alarm Codes

- A. Contractor may be issued intrusion alarm codes to the library facilities to be serviced. The Contractor accepts full responsibility for the security of the alarm codes and will provide codes only to its employees as required to provide Security Services in accordance with the Contract.

- B. Instructions for the use of intrusion alarms will be provided by the County. If it is determined that the Contractor's employee fails to arm the intrusion alarm or is responsible for a false alarm, liquidated damages will be assessed.

6.2.3 Materials and Equipment

County does not make telephones, computers, faxes, copiers or any County peripherals available for the use of the Contractor's employees. Any such misuse of County property will result in the assigned Contractor employees' immediate removal from working on the Contract and liquidated damages will be assessed.

CONTRACTOR

6.3 Contractor's Project Manager

- 6.3.1 Contractor must provide a full-time Project Manager or designated alternate. County must have access to the Contractor's Project Manager from Monday through Friday, 8:00 a.m. to 6:00 p.m. (Pacific Standard Time).
- 6.3.2 Contractor's Project Manager must act as a central point of contact with the County.
- 6.3.3 Contractor's Project Manager must have at minimum three (3) years of experience of demonstrated experience in the Security Service industry, to include but not limited to, the overseeing of day-to-day operations in the delivery of services, customer relations, and quality control.
- 6.3.4 Contractor's Project Manager/alternate must have full authority to act for Contractor on all matters relating to the daily operation of the Contract. Contractor's Project Manager/alternate must be able to effectively communicate, in English, both orally and in writing.

6.4 Personnel

- 6.4.1 Contractor will assign a sufficient number of staff to perform the required work based on the location requirements. Assigned employees on site must speak and understand English. Additional languages are desirable.

A. Personnel Experience Requirements

Contractor will provide personnel who meet the following experience requirements:

1) Armed Security Guard Supervisor

Armed Security Guard Supervisor (Security Supervisor) will have a minimum of two (2) years paid Security Service industry experience within the last three (3) years. Note: Military service may be accepted as meeting all or part of the security experience requirements, if security experience is clearly articulated in the candidate's military job history.

2) **Armed Security Guard**

Armed Security Guard (Security Guard) will have a minimum of one (1) year of Security Service industry experience within the last three (3) years. Note: Military service may be accepted as meeting all or part of the security experience requirements, if security experience is clearly articulated in the candidate's military job history. If the Contractor is unable to provide armed guards for a Library facility, an unarmed guard may be placed temporarily and the invoice adjusted accordingly.

- 6.4.2** Contractor will assign at minimum two (2) Security Supervisors exclusively to each Contract to monitor and inspect the personnel and their performance. Actual number of supervisors will be based on the pricing schedule submitted in the proposal.
- 6.4.3** Contractor will ensure that only personnel assigned to the Contract are permitted at the library facilities at all times.
- 6.4.4** County may, at any time, give the Contractor written notices to the effect that the conduct or action of a designated employee of the Contractor is, in the reasonable belief of the County, detrimental to the interest of the public patronizing the premises. The Contractor will meet with representatives of the County to consider the appropriate course of action with respect to such matter and the Contractor will take reasonable measures under the circumstances to assure the County that the conduct and activities of the Contractor's employee will not be detrimental to the interest of the public patronizing the premises. The County has the right to approve or disapprove the Contractor's employees.
- 6.4.5** Contractor's assigned employees will be closely monitored to detect operational irregularities and noncompliance with contractual requirements. It is the Contractor's responsibility to see that the organization oversees the activities, and does not delay, ignore, or otherwise limit contractual obligations to a task, site or operational request from the County.
- 6.4.6 Background and Investigations**
 - A.** Contractor will be required to background check their employees providing services as set forth in this Paragraph 6.4.6.
 - B.** County will not accept any of Contractor's employees who have the following within their background:
 - 1) Military conduct that involved dishonorable discharge, bad conduct, or an undesirable discharge;
 - 2) Conviction for a sex offense;
 - 3) Any conviction of drunk or reckless driving within the last three (3) years;

- 4) Conduct that would preclude the employee from receiving a bond;
- 5) Felony conviction;
- 6) Any pattern of irresponsible behavior including, but not limited to, unsatisfactory driving or employment records; or
- 7) Any pattern of recent or habitual illegal drug use.

6.4.7 Employee File

For each employee assigned to the Contract, the Contractor will maintain an Employee File with comprehensive documents ready for County's Project Monitor to review upon request in accordance with Paragraph 6.4.6 (Background and Investigations), of the SOW. The Employee File will contain copies of the following:

A. Employment Application

B. Employment History

Employment history will include a list of candidate's present or last job first, then all jobs held and any periods of unemployment for the previous ten (10) years, including all security services experience.

- 1) Military Service - All military experience (regular or reserve) must be documented. Include a copy of candidate's Selective Service Card and/or military discharge papers DD214. If candidate does not possess a Selective Service Card or military discharge papers, explain why information is not available.
- 2) Driving Record - Include current printout of the candidate's Department of Motor Vehicle Record is required at the time of the candidate's interview with Department Civilian Background Unit and annually thereafter.
- 3) Bureau of Security and Investigative Services (BSIS) Certified Course in Firearms Training (8 hours) - Include copy of current BSIS Certified Course in Firearms Training.
- 4) California Firearm Qualification Card for assigned employees. - Include copy of current California Firearm Qualification Card. California Firearm Permit for assigned employees - Include copy of current California Firearm Permit.
- 5) Guard Registration Card – Include copy of current Guard Registration Card, issued by the California Department of Consumer Affairs (DCA), Bureau of Security and Investigative Services (BSIS).
- 6) Certificate for Cardiopulmonary Resuscitation (CPR) for Adult, Child, and Infant including Automated External Defibrillator (AED) - Include copy of current Adult, Child, and Infant CPR card, issued by American Red Cross, American Heart

Association, or equivalent provider (8 hours) and Automated External Defibrillator (AED) certification.

- 7) First Aid Certification for Adult, Child, and Infant - Include copy of current First Aid Certification, issued by American Red Cross, American Heart Association, or equivalent provider (8 hours).
- 8) Baton Permit Issued by Bureau of Security & Investigative Services (BSIS) - Include copy of baton permit issued by BSIS.
- 9) MACE/Pepper Spray Permit - Include copy of permit to carry ten percent (10%) solution of oleoresin capsicum (pepper spray).
- 10) Pass result of random drug tests and DMV checks.
- 11) Valid California Class "C" Driver's License or California Identification Card - Include copy of valid California Class "C" Driver's License or California Identification Card.
- 12) High School or G.E.D. diploma or equivalent - Include copy of High School or G.E.D. diploma or equivalent.

C. Site/Post-Specific Orientations and Training

Contractor will conduct site/post-specific orientation and training to ensure assigned employees are familiar with the facilities and understand their responsibilities at the facilities.

D. Annual Performance Evaluations

Contractor will conduct annual performance evaluations for employee. A copy of the employee's performance evaluation will be included in each employee's Employee File.

6.5 Uniforms/Identification Badges

6.5.1 Uniforms

Contractor employees assigned to County facilities must always wear an appropriate and approved uniform at all times. Uniform is to consist of a shirt with the company name and uniform pants, in addition to the approved items listed on number D of this paragraph 6.5.1. All uniforms, as required and approved by the County's Project Manager or their designee, will be provided by and at Contractor's expense.

- A.** Uniforms will be the same for all assigned Contractor employees unless an exception is required or approved by the County's Project Manager.
- B.** Uniforms will be tailored for the employee and will fit appropriately and professionally, with shirts tucked into trousers, and trousers not excessively short or long.
- C.** Uniforms will be clean and neatly pressed, free from stains, tears, or showing excessive wear. Any uniform observed to show excessive wear will be replaced at the Contractor's expense. Undershirts, if

worn, will be clean and free from stains, tears, excessive wear or fading and will be an appropriate color to match the uniform shirt, i.e., white, black or navy.

D. Contractor will obtain written approval for uniform(s) and other related attire from County Project Manager at least thirty (30) calendar days prior to commencing work under the Contract. Uniforms will consist of the following items, unless an exception is required or approved in writing by the Department:

- 1) Trouser – Company standard
- 2) Shirt/blouse – Company standard
- 3) Belt – Solid black or black basket weave
- 4) Tie – Optional
- 5) Tie bar – Optional
- 6) Socks – Solid black or navy blue, appropriate to Trouser color, if boots are not worn and are visible
- 7) Shoes – Solid black, leather, low rise plain-toed oxfords or military type boot, with smooth finish
- 8) Shoulder patches, as required by California Business and Professions Code 7582.27, on both arms of uniform shirt/blouse and jacket
- 9) Jacket, with appropriate shoulder patches, as appropriate to weather conditions – Navy or Black (as needed)
- 10) Identification Badge, with name and photo must be visible while on duty,
- 11) Badge, if applicable, to be worn on the upper left breast of the uniform shirt,
- 12) Name Tags, if applicable, to be worn on the upper right breast of the uniform shirt, and
- 13) Rain gear (as needed).

6.5.2 Identification Badges

Contractor must ensure their employees are appropriately identified as set forth in Paragraph 7.4 (Contractor's Staff Identification), of the Contract, and must include a recent photograph of the employee, within last two (2) years.

6.6 Materials, Equipment, and Accessories

6.6.1 The purchase of all materials, equipment, and accessories to provide the needed services is the responsibility of the Contractor. The Contractor must use materials, equipment, and accessories that are safe for the environment and safe for use by the employee.

6.6.2 Contractor will be responsible for the maintenance of all materials, equipment, and accessories provided to the Contractor employees.

6.6.3 Contractor employees assigned to this contract will be provided with, at least, the following:

A. Current California Guard Registration Card

B. Weapon

- 1) Valid and current firearms permit indicating the specific firearm issued;
- 2) Leather thumb break, break front holster for Colt, Smith & Wesson 38/357 Beretta, 9mm Glock or Sturm Ruger double-action, 38 Special or .357 magnum caliber revolver;
- 3) Ammunition pouch designed to hold two magazines and two Speed Loaders;
- 4) 0.38 caliber, either Winchester 110 grain +P+ or Spear 125 grain+P, semi-jacketed, hollow point or Remington 0.38 Special plus P hollow points 128 grain or Winchester and Round Ball full jacket bullets in accordance with the following:
 - i) Must be factory loaded;
 - ii) A minimum of 12 additional rounds must be carried for the handgun;
 - iii) The ammunition is to be replaced annually;
 - iv) Must be approved by the County.

C. Radios

- 1) Contractor will provide two-way radios with earpiece, lapel microphone, batteries, supplies, and maintenance for radios, as follows:
 - i) Contractor will provide one (1) earpiece radio and lapel microphone for each assigned employee;
 - ii) Contractor will provide a sufficient number of batteries to provide a fully-charged battery and a fully-operational radio for the assigned employee;
 - iii) Contractor will provide one (1) hand-held radio for each Library;
 - iv) Contractor will provide regular maintenance, repair and/or replacement for all radio equipment, as needed;
 - v) Contractor will ensure all radios are programmed and available, and that the radio system is operational prior to commencing work under the Contract, and that the radio system is able to operate efficiently and effectively

throughout the Library premises without interruption and must follow all FCC regulations.

A. Baton

- 1) Valid and current permit for Baton;
- 2) Straight Expandable/Straight Baton or Side Handle Expandable Baton/Side Handle Baton with Baton Ring for the use by assigned employees. Baton must comply with BSIS approved guidelines with the following specifications:
 - i) Material: Wood, synthetic (plastic) substance of equivalent physical properties to the wooden baton (strength, density, and toughness) aluminum, polycarbonate;
 - ii) Length: Between 14 inches and 24 inches, constant, or two section expandable;
 - iii) Weight: Weight in proportion to size as specified by manufacturer;
 - iv) Diameter: Short end: 1 inch to 1 ¼ inches; long end: ¾ inch to 1 ¼ inches;
 - v) Color: Wood may be brown and black, plastic/polycarbonate must be black, metal is black or chrome;
 - vi) Surface: Ends must be rounded blunt; no cutting, ridged, or sharp edges;
 - vii) Loading: Baton cannot be altered or filled with any substance that causes additional weight over manufacturer specifications;
 - viii) Grommet: Black rubber, slipped over the side handle of the baton;
 - ix) Strap: Baton may not be fitted with a strap.

B. Miscellaneous Accessories

- 1) One (1) Key Snap;
- 2) Four (4) keepers;
- 3) One (1) set Handcuffs plus key;
- 4) One (1) 500 Lumen (min.) flashlight;
- 5) Pepper spray (10% solution of oleoresin capsicum in a 1.47 oz. container and carried in holster);
- 6) One (1) Handcuff case;
- 7) Sam/Sally Browne belt, and;
- 8) Personal Protective Equipment (PPE) Pouch.

C. Vehicles

- 1) All vehicles will be provided by the Contractor, at Contractor expense;
- 2) Contractor will provide vehicles to provide relief, make rounds of inspections, conduct random site visits, and fulfill relief and supervisory responsibilities at the different libraries;
- 3) Contractor vehicles will be clearly and easily identifiable, in compliance with California Vehicle Code (VEH) 25279 and must be well maintained and kept clean at all times;
- 4) Contractor provided vehicles will be as follows:
 - i) Less than five (5) years old;
 - ii) In good condition/repair with no visible damages;
 - iii) Properly marked with company name and logo;
 - iv) Suitable for parking lot patrol;
 - v) Tires will be in good condition at all times.
 - vi) Will have the following items in the vehicle:
 - 1) First aid kit;
 - 2) 5lb ABC type fire extinguisher;
 - 3) Hand-held or vehicle spotlight;
 - 4) Traffic cones;
 - 5) Flares;
 - 6) Yellow scene management (banner guard type) tape.
- 5) Contractor will maintain and provide, upon request by County, a current vehicle list, including description, license plate numbers, and vehicle identification numbers of all Contractor owned vehicles used by assigned employees. All vehicles must be in safe operating condition in compliance with all California Vehicle Code regulations.
- 6) County may conduct periodic inspections of all Contractor vehicles used to provide services under the Contract.

6.7 Training

- 6.7.1** Contractor must provide training programs for all new employees and continuing in-service training for all employees.
- 6.7.2** Contractor's assigned employees must comply with the training, licensing, and certification requirements of the Department of Consumer Affairs (DCA), Bureau of Security and Investigative Services (BSIS), Title 16, Division 7 of the California Code of Regulations, Article 9, Skills Training

Course for Security Guards under the California Business and Professional sections 7581, 7583.5, 7583.6, and 7583.7.

6.7.3 Contractor must provide proof of training to the County upon completion of initial assignment and annually thereafter. Proof of training must include a list of subjects trained in and a signature from the employee acknowledging training and understanding. All company training records, including course materials, must be available for inspection at the request of the County. Training include but not limited to:

- A.** Sexual Harassment Prevention Training – Per Government Code 12950.1 (AB1825) Two (2) hours of classroom training regarding sexual harassment prevention for all supervisory employees.
- B.** Power to Arrest Training
- C.** Baton Training
- D.** Firearm Training
- E.** First Aid/CPR
- F.** Emergency Response Issues (Bomb Threat, Fire, Disruptive Behavior)
- G.** Emergency Procedures Related to Medical, Life / Safety and Acts of Nature
- H.** Evacuation Procedures – Power Outage and Hostage Taking
- I.** Threat Assessment
- J.** Detecting Unusual Behavior, Warning Signs, and Awareness
- K.** Conflict Management – De-escalating Situation
- L.** Recognizing Gender & Racial Harassment & Discrimination
- M.** Safety Awareness
- N.** Weapon of Mass Destruction & Terrorism Awareness
- O.** Customer Service

6.7.4 Prior to their first day of assignment, the Contractor will provide all the assigned employees with training and orientation regarding their assigned tasks and in the safe handling of equipment, including, but not limited to entry alarms, doors, work requirements, and restrictions. All equipment will be checked daily for safety. All employees must wear safety and protective gear according to OSHA standards.

6.7.5 County may audit Contractor's training classes and/or inspect employee training records, including but not limited to licenses, permits, and certifications at County's discretion.

6.7.6 Contractor will ensure that assigned employees understand their roles and responsibilities under the Contract to (1) intervene to prevent injurious acts to persons and property, (2) assist patrons and library personnel in

emergency situation, (3) provide a uniformed presence as a deterrent to crime, (4) de-escalate hostile, aggressive, and violent situations, (5) know the content and Location of Post Orders, (6) understand their role and responsibilities at the specific Location, and (7) provide a professional and courteous demeanor to County clients, employees, and other assigned employees.

6.7.7 Firearms

- A.** Contractor will require all assigned employees to qualify with their weapon twice annually, once during the first six (6) months of the calendar year and once during the second six (6) months of the calendar year according to BSIS regulations. Firearms qualification slips will be filed with Contractor, maintained in the Training File, and be available for audit by County personnel, upon request.
- B.** Contractor will ensure that all firearms training is in compliance with the California Firearms Training Standards prescribed by California Department of Consumer Affairs (DCA), Bureau of Investigative Services (BSIS). Firearms training is required for all assigned employees.

6.7.8 Contractor Business Continuity Plan (BCP) and Disaster Preparedness Plan (DPP) – Emergency Response and Training

- A.** In compliance with County Chief Executive Office, Emergency Management guidelines, County requires that Contractor submit a Business Continuity Plan (BCP) and Disaster Preparedness Plan (DPP) for each Location.
- B.** The Department is responsible for providing security for many essential County programs and services. Contractor's BCP and DPP are used for service restoration in the event of an emergency. In order to ensure uninterrupted services for essential County programs, Contractor will:
 - 1) Prepare a BCP and DPP for each location within thirty (30) calendar days of commencement of the Contract and submit to the County's Project Director and County's Project Manager for approval.
 - 2) Conduct emergency response drills for each library facility where services are provided, at a minimum of one (1) time per year. Emergency drills are to be conducted in cooperation with the Department personnel and/or local emergency responders and library facility administration personnel. Contractor will document and report the results of these emergency response drills to the County's Project Manager.
 - 3) Conduct a tabletop (scenario) BCP and DPP exercise, for each library facility where services are provided, at a minimum of one (1) time per year. The tabletop exercise will ensure that

information in BCP and DPP is complete and accurate and that the assigned employees know their responsibilities in an emergency. Results of tabletop (scenario) exercises are to be documented and reported to the County's Project Director and County' Project Manager. The report will include, but is not limited to, an overview of the exercise conducted, name and position of participant(s), nature of any deficiencies, a corrective action plan, and the timeframe to correct deficiencies. Contractor will ensure all information included in the BCP and DPP is accurate and complete. Contractor will update the BCP and DPP, including employee contact information, on an ongoing basis to ensure information contained in the BCP and DPP complete and accurate, and provide an updated copy to the County's Project Manager. All BCP and DPP is incorporated herein by this reference.

- 4) Failure to comply with the requirements of this Paragraph 6.7.8 may result in a County imposed Liquidated Damages against the Contractor and. If non-compliance persists, County may terminate or suspend the Contract.

6.8 Contractor's Office

Contractor must maintain an office with a telephone in the company's name where Contractor conducts business. The office must be staffed during the hours of 8:00 a.m. to 9:00 p.m., Monday through Friday, by at least one (1) employee who can respond to inquiries and complaints which may be received about the Contractor's performance of the Contract. When the office is closed, the Contractor's after-hours/emergency number will be utilized to address inquiries and complaints. If voicemail is utilized, the Contractor's Project Manager must respond within thirty (30) minutes of receipt of the initial call.

6.9 Contractor's Damage

Contractor will be responsible for the repair of all damages incurred to existing library facilities by the Contractor's employees. All repairs will be performed by the County, and the Contractor will reimburse the County for the value of the repair.

6.10 Emergency Procedures

- 6.10.1** Contractor will immediately report any property emergency situation such as vandalism, broken water pipes, windows, doors, etc., to the Library Staff and follow the instruction from the Library Staff.
- 6.10.2** Contractor will immediately call 911 for any medical emergency such as fainting, heart attack, seizure, choking, etc., and then provide First Aid or any assistance prior to the arrival of professional medical help. Attempt first aid ONLY if trained and qualified.
- 6.10.3** Contractor will immediately call 911 for any physical altercation emergency such as fighting, physical aggression, hostage situation, etc.,

and then attempted to de-escalate and gain control over the situation to prevent escalation until the arrival of law enforcement.

6.11 Safety

6.11.1 Contractor agrees to perform all work outlined in the Contract in a way that meets all accepted standards for safe practices related to the work; and agrees additionally to accept the sole responsibility for complying with all local, county, state, or other legal requirements at all times to protect all persons including the Contractor's employees, agents of the County, vendors, members of the public, or others from foreseeable injury or damage to their property or person.

6.11.2 Contractor will cooperate fully with County in the investigation of any accidental injury or death occurring on the premises including a complete written report thereof to the County within five (5) calendar days following the occurrence.

7.0 HOURS/DAY OF WORK

Contractor employees' hours and days of service will vary based on each Library facility as set forth in SOW Attachment 2 (Service Locations, Hours, and Number of Guards), of the SOW.

7.1 Assigned employees will arrive one (1) hour prior to the library opening and will leave fifteen (15) minutes after the library closes, unless otherwise authorized by the County.

7.2 Contractor is not required to provide services on County-recognized holidays or days of library facility closure. County will provide a list of County-recognized holidays upon commencement of the Contract.

8.0 WORK SCHEDULES

8.1 Contractor must submit for review and approval a work schedule for each facility to the County's Project Monitor within fifteen (15) days prior to the start of the Contract.

8.2 Contractor will have discretion over the deployment of assigned employees if service levels are met.

8.3 Post Assignments

8.3.1 Contractor will provide sufficient assigned employees to ensure there are no uncovered posts, in accordance with the County's staffing requirements, as set forth in SOW Attachment 2 (Service Locations, Hours, and Number of Guards), of the SOW, unless County gives written approval of an exception, modification, or change.

8.3.2 Assigned employees will not leave assigned posts until they are properly relieved.

8.3.3 Assigned employees will take breaks on site, i.e., Lunch on Post.

- 8.3.4** County will view any uncovered post as a breach of performance. More than three (3) incidents within a thirty (30) day period or three (3) consecutive days will result in liquidated damages, and possible termination of the Contract and/or debarment.

8.4 Absence

- 8.4.1** In the event of an assigned employees absence, Contractor will deploy a replacement Security Guard or the on-duty Security Supervisor to the library site immediately to always ensure coverage. If the Security Supervisor is deployed to stand post until a replacement Security Guard arrives, County will only be billed as the Security Guard rate while waiting for the replacement. The replacement will report to the Post within one (1) hour or less from unplanned absence notification.
- 8.4.2** In the event that the assigned employee must leave during the workday, Contractor will send a replacement Security Guard within one (1) hour or less of the assigned employee's unscheduled departure. If a Security Supervisor replaces a Security Guard, the Contractor will bill the County at the Security Guard's rate. Failure to replace the assigned employee will result in liquated damages.

9.0 UNANTICIPATED WORK

- 9.1** The County's Project Manager or designee may request and authorize the Contractor to perform unanticipated work.
- 9.2** Prior to performing any unanticipated work, the Contractor must prepare and submit a written description of the work to be performed with associated costs. All unanticipated work must be approved by the County's Project Manager or designee before beginning the work. In any case, no unanticipated work will commence without prior authorization. Contractor will submit a separate invoice to County after the completion of the service.
- 9.3 Unanticipated Work Due to Security Incidents**

When a condition exists wherein there is imminent danger of injury to the public or damage to property, and the assigned employee is ending their shift, the assigned employee will remain on shift to address the situation, as appropriate. As soon as it is safe to do so, the assigned employee will notify the Security Supervisor of the incident requiring extra time on the assignment. Security Supervisor or Contractor's Project Manager will notify the County's Project Manager or designee to advise them of the situation and request approval for the unanticipated work. A written estimate must be sent within twenty-four (24) hours of approval. Contractor will submit a separate invoice to the County after the completion of the service.

10.0 SIGN-IN REQUIREMENTS

All Contractor employees are required to sign-in and sign-out (in ink) with the date and time of arrival and departure. SOW Attachment 3 (Armed Security Guard Services Employee Sign-In/Sign-Out Log) of the SOW, is provided at each library facility and must be kept on site.

11.0 SPECIFIC WORK REQUIREMENTS

11.1 Performance Expectations

All assigned employees are required to adhere to the performance expectations listed below. In the event of an incident involving misuse of authority by assigned employees, the County may conduct an administrative investigation of allegations.

- A.** Must report to work in full uniform. No changing into or out of uniform on Library premises.
- B.** Must be punctual in accordance with Paragraph 7.1 (Hours/Days of Work), of the SOW.
- C.** Must continuously display courtesy, cultural sensitivity, good manners, and a professional and respectful demeanor.
- D.** Must remain awake, alert, and attentive during their shifts, without exception.
- E.** Must take all breaks, including meals, on-site. All library sites have an available staff/break room. Unauthorized areas for breaks and lunches are prohibited.
- F.** Must always maintain a professional appearance, including, but not limited to:
 - 1) Maintain long hair tied back (bun or ponytail).
 - 2) Sideburns, mustaches, and beards will be neatly trimmed and clean.
 - 3) No facial piercings.
 - 4) No visible tattoos.
 - 5) No excessively long nails
- G.** Must adhere to all regulations regarding proper use of firearms as set forth in California Penal Code sections 830.1 through 854.
- H.** Must maintain and handle all firearms and batons safely.
- I.** Prohibited from eating, reading, or using personal electronic devices, including radios, cellular telephones, televisions, at their posts at any time.
- J.** Prohibited from chewing gum.
- K.** Prohibited from wearing unauthorized hats, caps or bandanas.
- L.** Prohibited from wearing sunglasses indoors; or wearing sunglasses stacked on forehead.
- M.** Prohibited from leaning against walls, doors, etc.
- N.** Prohibited from indiscreet conduct or actions.
- O.** Prohibited from removing or borrowing items owned by County employees, including but not limited to radios, heaters, fans.
- P.** Prohibited from sitting inside a vehicle or driving a vehicle to monitor the library premises.

- Q.** Prohibited from using County telephones except for the purpose of contacting Security Supervisors.
- R.** Prohibited from excessive socializing with the public, County employees, or other assigned employees.
- S.** Prohibited from storing baton, firearms or Sam/Sally Browne belt at the library premises.
- T.** Prohibited from using firearms and batons as a measure of threat or intimidation, and instead, will be used only in life threatening or restraint situations.
- U.** Prohibited from bringing, carrying or using any firearms, holsters, and ammunition banned by California law (Penal Code 30510, 30515, and 32310) at any time.
- V.** Prohibited from cleaning their firearms on library premises at any time.
- W.** Prohibited from bringing contraband, flammables, sharp objects, and sporting goods onto library premises.

11.2 General Duties

All assigned employees are required to adhere to the following:

- A.** Become familiar with the assigned library premises.
- B.** Follow all Federal, State and local laws that apply to the provision of Armed Security Guard services, particularly those dealing with arrest, licensing, training, and certifications as set forth in California Penal Code sections 830.1 through 854, and with all Department rules and regulations.
- C.** Maintain a good working knowledge of self-defense and lawful public restraint procedures.
- D.** Upon initial arrival, perform a security inspection of the exterior of the library premises; once Library staff opens the building, perform a full security inspection of the interior.
- E.** Walk and monitor the interior and exterior of the library premises, including the parking lots and sidewalks, at least two (2) times per hour.
- F.** Detect and prevent individuals or groups from committing acts which are injurious to other individuals or to property.
- G.** Safeguard library premises against fire, theft, vandalism, and illegal entry.
- H.** React quickly and take command of emergent incidents and use sound judgment and discretion in handling unruly members of the public.
- I.** Detain for further investigation or arrest by local law enforcement when 1) the officer witnesses the commission of a felony or misdemeanor by such individual(s) or has reasonable cause to suspect that a felony or misdemeanor was committed by such individual(s), and 2) detention is necessary to prevent further harm.

- J.** Conduct searches, as necessary, for firearms and contraband, and provide details on individuals for investigations, detention, or arrest.
- K.** Contraband will not be taken or stored into temporary custody. Only contraband items resulting in an arrest will be confiscated and released to a law enforcement officer.
- L.** Provide information and assistance to the public as needed.
- M.** Monitor Library patron activity to ensure compliance with the Library's Customer Expectations Policy. Most current policy is found at <https://lacountylibrary.org/customer-expectations/>.
- N.** Investigate questionable acts or behavior observed or reported on library premises, and question witnesses and suspects to ascertain or verify facts, when there is reasonable suspicion and cause to do so.
- O.** Lock or unlock gates and doors as directed by Library Staff.
- P.** Ensure that only authorized personnel are permitted access to closed or restricted areas of the library premises and detain unidentified or unauthorized individuals.
- Q.** Respond to reports of ill or injured visitors, patrons, or employees; render first aid and notify local law enforcement and/or emergency personnel. Report incident to the Library Staff as soon as possible.
- R.** Relay reports of bomb threats immediately to corresponding local law enforcement and Library Staff; participate in bomb searches as directed law enforcement.
- S.** Respond to a scene of disturbance and/or locally activated fire, burglary, or other alarms, evaluate the situation, and take appropriate action.
- T.** Monitor building alarm systems and electronic surveillance equipment, such as closed-circuit television (CCTV) monitors, in buildings, halls, or parking lots, if available at the facility or as directed by Library Staff.
- U.** Receive additional training in the use of County-provided radio equipment, if applicable, including knowledge of all appropriate codes, and ensure that such equipment is properly used, stored and maintained as required.
- V.** Respond to Library Staff request to handle an emergency, as needed, during rest break and lunch break (lunch on post).
- W.** Complete and submit an incident report for each security incident.
- X.** Provide monthly (or as needed) written facility security assessments and recommendations.
- Y.** Prior to departure, perform a security inspection the interior and exterior of the library premises and once Library staff closes the building, escort Library staff to their vehicles, as requested.

11.3 Security Supervisor Duties

All Security Supervisors must adhere to the following:

- A.** Provide direction and instruction to assigned employees by making daily rounds of assigned library locations and monitoring performance under this Contract.
- B.** Explain post procedures, outlined above, to all assigned employees.
- C.** Immediately respond to on-site emergencies, providing support as needed.
- D.** Provide training to assigned employees under direct supervision and ensure that each employee fully understands the duties and services to be provided under this Contract, prior to starting work as set forth throughout the Contract.
- E.** Be available for inspections from the County.
- F.** Be available to the assigned employees during the assigned shift.
- G.** Provide technical and administrative advice to assigned employees, as appropriate.
- H.** Ensure that assigned coverage is appropriate and adequate to meet County requirements.
- I.** Inform assigned employees of any deviations from acceptable practices and procedures, instruct employees on the proper methods and procedures, and explain conditions in which deviations are permissible.
- J.** Respond to requests by assigned employees for assistance.
- K.** Have a thorough knowledge of radio usage and codes, and train assigned employees in these areas.
- L.** Conduct investigations of incidents and prepare a written memorandum or Incident Report (IR) as appropriate.
- M.** Provide relief for assigned employees, as necessary.
- N.** Conduct roll call briefings that include the following:
 - 1) Inspection of assigned employees
 - 2) Briefing of previous shift(s) activity and incidents
 - 3) Briefing of target hazards, special events, special requests.
 - 4) Issue earpiece radios, radios, radio holders and keys (as appropriate) to assigned employees.

11.4 Court Appearance and/or County Investigation

- 11.4.1** Assigned employees may be required to appear in court or make statements to investigators regarding incidents on library premises. If an assigned employee is called upon as a witness, County will reimburse Contractor for the court appearance or investigation interview, based on review and approval by the County.

11.4.2 County will pay up to eight (8) hours per day of straight time for each summoned assigned employees when a court appearance or investigation interview is required. If the court appearance or investigation interview occurs during an assigned employee's normal work shift, Contractor will provide back-up coverage which will be reimbursed at straight time.

11.4.3 Contractor will list court appearances and/or investigation interviews as a separate line item on Contractor's invoice, and must attach supporting document, such as a copy of the police report, Incident Report, subpoena, and/or written request for appearance. County will have the discretion to approve or deny invoice payment request based upon the documentation presented.

11.5 Reporting Requirements

Contractor and/or assigned employees will prepare, submit, and maintain the following documents; and the Contractor will submit the documents at the frequency defined or upon the request of the County.

11.5.1 Complaint Investigation Report

Contractor will submit a Complaint Investigation Report (CIR) within five (5) business days after receiving a complain. The CIR will outline the complaints, result of investigation, and corrective actions taken.

11.5.2 Training Program Reports

- A.** Contractor will ensure that all assigned employees remain current in all required training and certifications. Training may be provided in person or online.
- B.** Contractor will establish a method of tracking all required certificates, training, and training updates needed to maintain compliance with this Contract.
- C.** Contractor will be responsible for maintaining a Training File under the Employee File for each employee assigned to provide services under the Contract.

11.5.3 Notification of Infectious Potential

- A.** Contractor will immediately notify the County of any assigned employees reporting contact with, or evidencing signs or symptoms indicating the presence of, an infectious disease. Any assigned employees determined to have infectious potential will be removed from their assignment until it has been determined that the individual is no longer infectious as evidenced by a doctor's note.
- B.** County may provide, without incurring liability, referrals to Contractor and its assigned employees with respect to health examinations, vaccinations, or other medical treatment which may be necessitated as a result of infection potential notification.

11.5.4 Incident Report

Assigned employees will create and submit an incident report following any security, fire or medical incident where the assigned employee was notified or intervened. This report must include details related to time, place, description of situation, parties involved, action taken and the employee's signature. Completed reports must be submitted to the Security Supervisor, immediately, but no later than the end of shift. Security Supervisor will review the document, request additional information or clarification and approve with their signature. Once approved, the report must be forwarded to the County by the following day.

12.0 GREEN INITIATIVES

- 12.1** Contractor must use reasonable efforts to initiate "green" practices for environmental and energy conservation benefits.
- 12.2** Contractor must notify County's Project Manager of Contractor's new green initiatives prior to the Contract commencement.

13.0 NON-INTERFERENCE

Contractor will not interfere with the public use of the premises and will conduct its operations as to offer the least possible obstruction and inconvenience to the public or disruption to the peace and quiet of the area within which the services are performed.

EXHIBIT A

STATEMENT OF WORK ATTACHMENT

- **SOW Attachment 1** – Contract Discrepancy Report (CDR)
- **SOW Attachment 2** – Service Locations, Hours, and Number of Guards
- **SOW Attachment 3** – Armed Security Guard Services Employee Sign-In/Sign-Out Log

LA COUNTY LIBRARY CONTRACT DISCREPANCY REPORT

Date Submitted to Contractor: _____

TO: (Contractor) **John Doe**
ABC 123, Inc.

FROM:	Jane Smith Contract Services Unit	Phone No.: (562) 940 – 6780 email
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CONTRACT NO.	12345	CONTRACT TITLE:	Armed Security Guard Services – Area 100
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TYPE OF DISCREPANCY: _____

DISCREPANCY DETAILS:

CONTRACTOR RESPONSE INSTRUCTIONS:

1. Acknowledge the receipt of the Contract Discrepancy Report to the County Contract Project Manager within five (5) business days.
2. Review the discrepancy.
3. Review the Contract reference for compliance.
4. Identify the cause of the problem and determine a corrective action.
5. Respond to the Contract Discrepancy Report in writing by submitting a formal letter of response to the County Contract Project Monitor within ten (10) business days.

COUNTY EVALUATION OF CONTRACTOR RESPONSE:

County will evaluate the response and will reply to the Contractor indicating satisfactory or unsatisfactory completion of the corrective action.

ARMED SECURITY GUARD SERVICES EMPLOYEE SIGN-IN/SIGN-OUT LOG

LIBRARY FACILITY: _____ MONTH/YEAR: _____

Attention: All security contractor employees must sign-in & out upon arrival, lunch, and departure. Please refer to the instruction at the bottom of this form.

Date	Name (First & Last) (Please Print)	Arrival Time \	Lunch		Departure Time	Signature
			Out	In		
		:	:	:	:	
		:	:	:	:	
		:	:	:	:	
		:	:	:	:	
		:	:	:	:	
		:	:	:	:	
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		:	:	:	:	

Contractor Employees: ALL employees are to sign in & out (Includes: Armed Security Guard, Armed Security Guard Supervisors, Contractor Project Manager, etc). No unauthorized employee is allowed in the building without prior approval from the LA County Library Contract.

- Library Staff:**
1. Please ensure name of Library and month/year is completed at top of this document
 2. Please email this document to Contract Services Unit at: Contractservices@library.lacounty.gov
(Note: please include Form name and Library name on email subject line)
- (DO NOT MAIL OR FAX THIS DOCUMENT)

LA COUNTY LIBRARY
Service Locations, Hours, And Number of Guards

AREA 300

Minimum Number of Guard	Library	Address	City	Zip Code	Mon	Tue	Wed	Thu	Fri	Sat	Sun
1	Avalon Library	215 Sumner Ave.	Avalon	90704	Closed	12-8	12-8	10-6	10-6	10-6	Closed
1	Carson Library	151 East Carson Street	Carson	90745	Closed	12-8	12-8	10-6	10-6	10-6	Closed
1	Culver City Julian Dixon Library	4975 Overland Ave.	Culver City	90230	Closed	12-8	12-8	10-6	10-6	10-6	Closed
1	Dr. Martin Luther King, Jr. Library	17906 South Avalon Blvd.	Carson	90746	10-6	12-8	12-8	10-6	10-6	Closed	Closed
1	Gardena Mayme Dear Library	1731 West Gardena Blvd.	Gardena	90247	Closed	12-8	12-8	10-6	10-6	10-6	Closed
1	Hawthorne Library	12700 Grevillea Ave.	Hawthorne	90250	Closed	12-8	12-8	10-6	10-6	10-6	Closed
1	Hermosa Beach Library	550 Pier Ave.	Hermosa Beach	90254	Closed	12-8	12-8	10-6	10-6	10-6	Closed
1	Lawndale Library	14615 Burin Ave.	Lawndale	90260	Closed	12-8	12-8	10-6	10-6	10-6	Closed
1	Lennox Library	4359 Lennox Blvd.	Lennox	90304	10-8	10-8	10-8	10-8	10-6	10-6	Closed
1	Lloyd Taber-Marina Del Rey Library	4533 Admiralty Way	Marina Del Rey	90292	10-8	10-8	10-8	10-8	10-6	10-6	Closed
1	Lomita Library	24200 Narbonne Ave.	Lomita	90717	Closed	12-8	12-8	10-6	10-6	10-6	Closed
1	Manhattan Beach Library	1320 Highland Ave.	Manhattan Beach	90266	10-8	10-8	10-8	10-6	10-6	10-6	1-5
1	Masao W. Satow Library	14433 South Crenshaw Blvd.	Gardena	90249	10-8	10-8	10-8	10-8	10-6	10-6	Closed
1	View Park Bebe Moore Campbell Library	3854 W. 54th Street	Los Angeles	90043	10-8	10-8	10-8	10-8	10-6	10-6	Closed
1	West Hollywood Library	625 N San Vicente Blvd.	West Hollywood	90069	11-7	11-7	11-7	11-7	10-6	10-6	1-5
1	Wiseburn Library	5335 West 135th Street	Hawthorne	90250	10-6	12-8	12-8	10-6	10-6	Closed	Closed
1	Woodcrest Library	1340 West 106th Street	Los Angeles	90044	10-8	10-8	10-8	10-8	10-6	10-6	Closed

Total # of Library Facilities 17

LA COUNTY LIBRARY

Service Locations, Hours, And Number of Guards

Facilities Serviced Upon Request Only - Area 300

Library Facilities	Address	City	Zip Code
A C Bilbrew Library	150 E. El Segundo Blvd.	Los Angeles	90061
Acton Agua Dulce Library	33792 Crown Valley Rd.	Acton	93510
Agoura Hills Library	29901 Ladyface Court	Agoura Hills	91301
Alondra Library	11949 Alondra Blvd.	Norwalk	90650
Angelo M. Iacoboni Library	4990 Clark Ave.	Lakewood	90712
Anthony Quinn Library	3965 Cesar E. Chavez Ave.	Los Angeles	90063
Artesia Library	18801 Elaine Ave.	Artesia	90701
Baldwin Park Library	4181 Baldwin Park Blvd.	Baldwin Park	91706
Bell Gardens Library	7110 S. Garfield Ave.	Bell Gardens	90201
Bell Library	4411 East Gage Ave.	Bell	90201
Castaic Library	27971 Sloan Canyon Road	Castaic	91384
Charter Oak Library	20540 Arrow Highway, Suite K	Covina	91724
Chet Holifield Library	1060 South Greenwood Ave.	Montebello	90640
City Terrace Library	4025 East City Terrace Drive	Los Angeles	90063
Claremont Helen Renwick Library	208 N. Harvard Ave.	Claremont	91711
Clifton M. Brakensiek Library	9945 E. Flower Street	Bellflower	90706
Compton Library	240 West Compton Blvd.	Compton	90220
Cudahy Library	5218 Santa Ana Street	Cudahy	90201
Diamond Bar Library	21800 Copley Dr.	Diamond Bar	91765
Duarte Library	1301 Buena Vista Street	Duarte	91010
East Los Angeles Library	4837 East 3rd Street	Los Angeles	90022
East Rancho Dominguez Library	4420 East Rose Street	E. Rancho Dominguez	90221
El Camino Real Library	4264 East Whittier Blvd.	Los Angeles	90023
El Monte Library	3224 Tyler Ave.	El Monte	91731
Florence Library	7807 Compton Ave	Los Angeles	90001
George Nye Jr. Library	6600 Del Amo Blvd.	Lakewood	90713
Graham Library	1900 East Firestone Blvd.	Los Angeles	90001
Hacienda Heights Library	16010 La Monde Street	Hacienda Heights	91745
Hawaiian Gardens Library	11940 Carson Street	Hawaiian Gardens	90716
Hollydale Library	12000 Garfield Ave.	South Gate	90280
Huntington Park Library	6518 Miles Ave.	Huntington Park	90255
La Canada Flintridge Library	4545 North Oakwood Ave.	La Canada Flintridge	91011
La Crescenta Library	2809 Foothill Blvd.	La Crescenta	91214
La Mirada Library	13800 La Mirada Blvd.	La Mirada	90638
La Puente Library	15920 East Central Ave.	*La Puente	91744
La Verne Library	3640 D. Street	La Verne	91750
Lake Los Angeles Library	16921 East Ave. O, #A	Palmdale	93591
Lancaster Library	601 W. Lancaster Blvd.	Lancaster	93534
Leland R. Weaver Library	4035 Tweedy Blvd.	South Gate	90280
Library Headquarters	7400 E. Imperial Hwy	Downey	90242
Littlerock Library	35119 80th Street East	Littlerock	93543
Live Oak Library	22 W. Live Oak Ave.	Arcadia	91007
Los Nietos Library	8511 Duchess Drive	Whittier	90606
Lynwood Library	11320 Bullis Road	Lynwood	90262

LA COUNTY LIBRARY

Service Locations, Hours, And Number of Guards

Facilities Serviced Upon Request Only - Area 300

Library Facilities	Address	City	Zip Code
Malibu Library	23519 West Civic Center Way	Malibu	90265
Maywood Cesar Chavez Library	4323 East Slauson Ave.	Maywood	90270
Montebello Library	1550 West Beverly Blvd.	Montebello	90640
North County Regional Office	21182 Centre Pointe Parkway, #130	Santa Clarita	91350
Norwalk Library	12350 Imperial Hwy.	Norwalk	90650
Norwood Library	4550 North Peck Road	El Monte	91732
Paramount Library	16254 Colorado Ave.	Paramount	90723
Pico Rivera Library	9001 Mines Ave.	Pico Rivera	90660
Quartz Hill Library	5040 West Ave. M-2	Quartz Hill	93536
Rivera Library	7828 S. Serapis Ave.	Pico Rivera	90660
Rosemead Library	8800 Valley Blvd.	Rosemead	91770
Rowland Heights Library	1850 Nogales Street	Rowland Heights	91748
San Dimas Library	145 North Walnut Ave.	San Dimas	91773
San Fernando Library	217 N. Maclay Ave.	San Fernando	91340
San Gabriel Library	500 South Del Mar Ave.	San Gabriel	91776
Sorensen Library	6934 Broadway Ave.	Whittier	90606
South County Regional Office	12348 Imperial Highway	Norwalk	90650
South El Monte Library	1430 North Central Ave.	South El Monte	91733
South Whittier Library	11543 Colima Road	Whittier	90604
Stevenson Ranch Library	25950 The Old Rd.	Stevenson Ranch	91381
Sunkist Library	840 North Puente Ave.	La Puente	91746
Temple City Library	5939 Golden West Ave.	Temple City	91780
Topanga Library	122 N. Topanga Canyon Blvd.	Topanga	90290
Walnut Library	21155 La Puente Road	Walnut	91789
West Covina Library	1601 West Covina Parkway	West Covina	91790
Westlake Village Library	31220 Oak Crest Dr.	Westlake Village	91361
Willowbrook Library	11737 Wilmington Ave.	Los Angeles	90059
Hollypark Service Center	2150 W. 120th Street	Hawthorne	90250
Norwalk Government Center	12440 E Imperial Hwy	Downey	90650
Antelope Valley East Bookmobile	North County Regional Office	Santa Clarita	91350
Antelope Valley West Bookmobile	Lancaster Library	Lancaster	93535
East Bookmobile	West Covina Library	West Covina	91790
Gateway Bookmobile	West Covina Library	West Covina	91791

PRICING SCHEDULE

PRICING SCHEDULE ARMED SECURITY SERVICES

PAGE 1 OF 1

FACILITY: Avalon Library

STAFFING AND RATES

Position Titles	Number of Employees Assigned	Hours of Service		Hourly Rate
		Hours per Week	Hours per Month	
Supervisor: Armed Supervisor	5	181.12	784.85	\$26.50
Armed Guard: Armed Guard	1	46.25	200.42	\$24.50
Unarmed Guard: Unarmed Guard	0	0	0.00	\$19.50

*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.

COST

In accordance with the Specific Work Requirements of the Statement of Work (SOW) and its frequencies, the Proposer is herewith submitting the following Pricing Schedule for the work to be performed at this facility.

TOTAL SERVICE COST PER YEAR:

\$556,543.07

FLAT DAILY RATE:

Armed Security Guard Flat Daily Rate to be added or deducted to Annual Contactor's Fee when increasing or reducing days of service at this library.

\$595.66 per day (use figures)

FLAT DAILY RATE:

Unarmed Security Guard Flat Daily Rate to be added or deducted to Annual Contactor's Fee when increasing or reducing days of service at this library.

\$490.99 per day (use figures)

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PRICING SCHEDULE ARMED SECURITY SERVICES

PAGE 1 OF 1

FACILITY: Culver City Julian Dixon Library

STAFFING AND RATES

Position Titles	Number of Employees Assigned	Hours of Service		Hourly Rate
		Hours per Week	Hours per Month	
Supervisor: Armed Supervisor	See Avalon Library	See Avalon Library	See Avalon Library	See Avalon Library
Armed Guard: Armed Guard	2	46.25	200.42	\$24.50
Unarmed Guard: Unarmed Guard	0	0	0.00	\$19.50

*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.

COST

In accordance with the Specific Work Requirements of the Statement of Work (SOW) and its frequencies, the Proposer is herewith submitting the following Pricing Schedule for the work to be performed at this facility.

TOTAL SERVICE COST PER YEAR:

\$92,977.30

FLAT DAILY RATE:

Armed Security Guard Flat Daily Rate to be added or deducted to Annual Contactor's Fee when increasing or reducing days of service at this library.

\$595.66 per day (use figures)

FLAT DAILY RATE:

Unarmed Security Guard Flat Daily Rate to be added or deducted to Annual Contactor's Fee when increasing or reducing days of service at this library.

\$490.99 per day (use figures)

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PRICING SCHEDULE ARMED SECURITY SERVICES

PAGE 1 OF 1

FACILITY: Dr. Martin Luther King, Jr. Library

STAFFING AND RATES

Position Titles	Number of Employees Assigned	Hours of Service		Hourly Rate
		Hours per Week	Hours per Month	
Supervisor: Armed Supervisor	See Avalon Library	See Avalon Library	See Avalon Library	See Avalon Library
Armed Guard: Armed Guard	1	46.25	200.42	\$24.50
Unarmed Guard: Unarmed Guard	0	0	0.00	\$19.50

*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.

COST

In accordance with the Specific Work Requirements of the Statement of Work (SOW) and its frequencies, the Proposer is herewith submitting the following Pricing Schedule for the work to be performed at this facility.

TOTAL SERVICE COST PER YEAR:

\$92,977.30

FLAT DAILY RATE:

Armed Security Guard Flat Daily Rate to be added or deducted to Annual Contactor's Fee when increasing or reducing days of service at this library.

\$595.66 per day (use figures)

FLAT DAILY RATE:

Unarmed Security Guard Flat Daily Rate to be added or deducted to Annual Contactor's Fee when increasing or reducing days of service at this library.

\$490.99 per day (use figures)

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PRICING SCHEDULE ARMED SECURITY SERVICES

PAGE 1 OF 1

FACILITY: Gardena Mayme Dear Library

STAFFING AND RATES

Position Titles	Number of Employees Assigned	Hours of Service		Hourly Rate
		Hours per Week	Hours per Month	
Supervisor: Armed Supervisor	See Avalon Library	See Avalon Library	See Avalon Library	See Avalon Library
Armed Guard: Armed Guard	1	46.25	200.42	\$24.50
Unarmed Guard: Unarmed Guard	0	0	0.00	\$19.50

*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.

COST

In accordance with the Specific Work Requirements of the Statement of Work (SOW) and its frequencies, the Proposer is herewith submitting the following Pricing Schedule for the work to be performed at this facility.

TOTAL SERVICE COST PER YEAR:

\$92,977.30

FLAT DAILY RATE:

Armed Security Guard Flat Daily Rate to be added or deducted to Annual Contactor's Fee when increasing or reducing days of service at this library.

\$595.66 per day (use figures)

FLAT DAILY RATE:

Unarmed Security Guard Flat Daily Rate to be added or deducted to Annual Contactor's Fee when increasing or reducing days of service at this library.

\$490.99 per day (use figures)

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PRICING SCHEDULE ARMED SECURITY SERVICES

PAGE 1 OF 1

FACILITY: Hawthorne Library

STAFFING AND RATES

Position Titles	Number of Employees Assigned	Hours of Service		Hourly Rate
		Hours per Week	Hours per Month	
Supervisor: Armed Supervisor	See Avalon Library	See Avalon Library	See Avalon Library	See Avalon Library
Armed Guard: Armed Guard	1	46.25	200.42	\$24.50
Unarmed Guard: Unarmed Guard	0	0	0.00	\$19.50

*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.

COST

In accordance with the Specific Work Requirements of the Statement of Work (SOW) and its frequencies, the Proposer is herewith submitting the following Pricing Schedule for the work to be performed at this facility.

TOTAL SERVICE COST PER YEAR:

\$92,977.30

FLAT DAILY RATE:

Armed Security Guard Flat Daily Rate to be added or deducted to Annual Contactor's Fee when increasing or reducing days of service at this library.

\$595.66 per day (use figures)

FLAT DAILY RATE:

Unarmed Security Guard Flat Daily Rate to be added or deducted to Annual Contactor's Fee when increasing or reducing days of service at this library.

\$490.99 per day (use figures)

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PRICING SCHEDULE ARMED SECURITY SERVICES

PAGE 1 OF 1

FACILITY: Hermosa Beach Library

STAFFING AND RATES

Position Titles	Number of Employees Assigned	Hours of Service		Hourly Rate
		Hours per Week	Hours per Month	
Supervisor: Armed Supervisor	See Avalon Library	See Avalon Library	See Avalon Library	See Avalon Library
Armed Guard: Armed Guard	1	46.25	200.42	\$24.50
Unarmed Guard: Unarmed Guard	0	0	0.00	\$19.50

*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.

COST

In accordance with the Specific Work Requirements of the Statement of Work (SOW) and its frequencies, the Proposer is herewith submitting the following Pricing Schedule for the work to be performed at this facility.

TOTAL SERVICE COST PER YEAR:

\$92,977.30

FLAT DAILY RATE:

Armed Security Guard Flat Daily Rate to be added or deducted to Annual Contactor's Fee when increasing or reducing days of service at this library.

\$595.66 per day (use figures)

FLAT DAILY RATE:

Unarmed Security Guard Flat Daily Rate to be added or deducted to Annual Contactor's Fee when increasing or reducing days of service at this library.

\$490.99 per day (use figures)

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PRICING SCHEDULE ARMED SECURITY SERVICES

PAGE 1 OF 1

FACILITY: Lawndale Library

STAFFING AND RATES

Position Titles	Number of Employees Assigned	Hours of Service		Hourly Rate
		Hours per Week	Hours per Month	
Supervisor: Armed Supervisor	See Avalon Library	See Avalon Library	See Avalon Library	See Avalon Library
Armed Guard: Armed Guard	1	46.25	200.42	\$24.50
Unarmed Guard: Unarmed Guard	0	0	0.00	\$19.50

*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.

COST

In accordance with the Specific Work Requirements of the Statement of Work (SOW) and its frequencies, the Proposer is herewith submitting the following Pricing Schedule for the work to be performed at this facility.

TOTAL SERVICE COST PER YEAR:

\$92,977.30

FLAT DAILY RATE:

Armed Security Guard Flat Daily Rate to be added or deducted to Annual Contactor's Fee when increasing or reducing days of service at this library.

\$595.66 per day (use figures)

FLAT DAILY RATE:

Unarmed Security Guard Flat Daily Rate to be added or deducted to Annual Contactor's Fee when increasing or reducing days of service at this library.

\$490.99 per day (use figures)

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PRICING SCHEDULE ARMED SECURITY SERVICES

PAGE 1 OF 1

FACILITY: Lennox Library

STAFFING AND RATES

Position Titles	Number of Employees Assigned	Hours of Service		Hourly Rate
		Hours per Week	Hours per Month	
Supervisor: Armed Supervisor	<u>See Avalon Library</u>	<u>See Avalon Library</u>	<u>See Avalon Library</u>	<u>See Avalon Library</u>
Armed Guard: Armed Guard	<u>2</u>	<u>63.50</u>	<u>275.17</u>	<u>\$24.50</u>
Unarmed Guard: Unarmed Guard	<u>0</u>	<u>0</u>	<u>0.00</u>	<u>\$19.50</u>

*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.

COST

In accordance with the Specific Work Requirements of the Statement of Work (SOW) and its frequencies, the Proposer is herewith submitting the following Pricing Schedule for the work to be performed at this facility.

TOTAL SERVICE COST PER YEAR:

\$127,655.32

FLAT DAILY RATE:

Armed Security Guard Flat Daily Rate to be added or deducted to Annual Contactor's Fee when increasing or reducing days of service at this library.

\$707.36 per day (use figures)

FLAT DAILY RATE:

Unarmed Security Guard Flat Daily Rate to be added or deducted to Annual Contactor's Fee when increasing or reducing days of service at this library.

\$587.60 per day (use figures)

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PRICING SCHEDULE ARMED SECURITY SERVICES

PAGE 1 OF 1

FACILITY: Lloyd Taber-Marina Del Rey Library

STAFFING AND RATES

Position Titles	Number of Employees Assigned	Hours of Service		Hourly Rate
		Hours per Week	Hours per Month	
Supervisor: Armed Supervisor	See Avalon Library	See Avalon Library	See Avalon Library	See Avalon Library
Armed Guard: Armed Guard	2	63.50	275.17	\$24.50
Unarmed Guard: Unarmed Guard	0	0	0.00	\$19.50

*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.

COST

In accordance with the Specific Work Requirements of the Statement of Work (SOW) and its frequencies, the Proposer is herewith submitting the following Pricing Schedule for the work to be performed at this facility.

TOTAL SERVICE COST PER YEAR:

\$127,655.32

FLAT DAILY RATE:

Armed Security Guard Flat Daily Rate to be added or deducted to Annual Contactor's Fee when increasing or reducing days of service at this library.

\$707.36 per day (use figures)

FLAT DAILY RATE:

Unarmed Security Guard Flat Daily Rate to be added or deducted to Annual Contactor's Fee when increasing or reducing days of service at this library.

\$587.60 per day (use figures)

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PRICING SCHEDULE ARMED SECURITY SERVICES

PAGE 1 OF 1

FACILITY: Lomita Library

STAFFING AND RATES

Position Titles	Number of Employees Assigned	Hours of Service		Hourly Rate
		Hours per Week	Hours per Month	
Supervisor: Armed Supervisor	See Avalon Library	See Avalon Library	See Avalon Library	See Avalon Library
Armed Guard: Armed Guard	1	46.25	200.42	\$24.50
Unarmed Guard: Unarmed Guard	0	0	0.00	\$19.50

*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.

COST

In accordance with the Specific Work Requirements of the Statement of Work (SOW) and its frequencies, the Proposer is herewith submitting the following Pricing Schedule for the work to be performed at this facility.

TOTAL SERVICE COST PER YEAR:

\$92,977.30

FLAT DAILY RATE:

Armed Security Guard Flat Daily Rate to be added or deducted to Annual Contactor's Fee when increasing or reducing days of service at this library.

\$595.66 per day (use figures)

FLAT DAILY RATE:

Unarmed Security Guard Flat Daily Rate to be added or deducted to Annual Contactor's Fee when increasing or reducing days of service at this library.

\$490.99 per day (use figures)

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PRICING SCHEDULE ARMED SECURITY SERVICES

PAGE 1 OF 1

FACILITY: Manhattan Beach Library

STAFFING AND RATES

Position Titles	Number of Employees Assigned	Hours of Service		Hourly Rate
		Hours per Week	Hours per Month	
Supervisor: Armed Supervisor	See Avalon Library	See Avalon Library	See Avalon Library	See Avalon Library
Armed Guard: Armed Guard	2	66.75	289.25	\$24.50
Unarmed Guard: Unarmed Guard	0	0	0.00	\$19.50

*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.

COST

In accordance with the Specific Work Requirements of the Statement of Work (SOW) and its frequencies, the Proposer is herewith submitting the following Pricing Schedule for the work to be performed at this facility.

TOTAL SERVICE COST PER YEAR:

\$134,188.86

FLAT DAILY RATE:

Armed Security Guard Flat Daily Rate to be added or deducted to Annual Contactor's Fee when increasing or reducing days of service at this library.

\$660.61 per day (use figures)

FLAT DAILY RATE:

Unarmed Security Guard Flat Daily Rate to be added or deducted to Annual Contactor's Fee when increasing or reducing days of service at this library.

\$552.71 per day (use figures)

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PRICING SCHEDULE ARMED SECURITY SERVICES

PAGE 1 OF 1

FACILITY: Masao W. Satow Library

STAFFING AND RATES

Position Titles	Number of Employees Assigned	Hours of Service		Hourly Rate
		Hours per Week	Hours per Month	
Supervisor: Armed Supervisor	See Avalon Library	See Avalon Library	See Avalon Library	See Avalon Library
Armed Guard: Armed Guard	2	63.50	275.17	\$24.50
Unarmed Guard: Unarmed Guard	0	0	0.00	\$19.50

*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.

COST

In accordance with the Specific Work Requirements of the Statement of Work (SOW) and its frequencies, the Proposer is herewith submitting the following Pricing Schedule for the work to be performed at this facility.

TOTAL SERVICE COST PER YEAR:

\$127,655.32

FLAT DAILY RATE:

Armed Security Guard Flat Daily Rate to be added or deducted to Annual Contactor's Fee when increasing or reducing days of service at this library.

\$707.36 per day (use figures)

FLAT DAILY RATE:

Unarmed Security Guard Flat Daily Rate to be added or deducted to Annual Contactor's Fee when increasing or reducing days of service at this library.

\$587.60 per day (use figures)

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PRICING SCHEDULE ARMED SECURITY SERVICES

PAGE 1 OF 1

FACILITY: View Park Bebe Moore Campbell Library

STAFFING AND RATES

Position Titles	Number of Employees Assigned	Hours of Service		Hourly Rate
		Hours per Week	Hours per Month	
Supervisor: Armed Supervisor	See Avalon Library	See Avalon Library	See Avalon Library	See Avalon Library
Armed Guard: Armed Guard	2	63.50	275.17	\$24.50
Unarmed Guard: Unarmed Guard	0	0	0.00	\$19.50

*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.

COST

In accordance with the Specific Work Requirements of the Statement of Work (SOW) and its frequencies, the Proposer is herewith submitting the following Pricing Schedule for the work to be performed at this facility.

TOTAL SERVICE COST PER YEAR:

\$127,655.32

FLAT DAILY RATE:

Armed Security Guard Flat Daily Rate to be added or deducted to Annual Contactor's Fee when increasing or reducing days of service at this library.

\$707.36 per day (use figures)

FLAT DAILY RATE:

Unarmed Security Guard Flat Daily Rate to be added or deducted to Annual Contactor's Fee when increasing or reducing days of service at this library.

\$587.60 per day (use figures)

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PRICING SCHEDULE ARMED SECURITY SERVICES

PAGE 1 OF 1

FACILITY: Wiseburn Library

STAFFING AND RATES

Position Titles	Number of Employees Assigned	Hours of Service		Hourly Rate
		Hours per Week	Hours per Month	
Supervisor: Armed Supervisor	See Avalon Library	See Avalon Library	See Avalon Library	See Avalon Library
Armed Guard: Armed Guard	1	46.25	200.42	\$24.50
Unarmed Guard: Unarmed Guard	0	0	0.00	\$19.50

*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.

COST

In accordance with the Specific Work Requirements of the Statement of Work (SOW) and its frequencies, the Proposer is herewith submitting the following Pricing Schedule for the work to be performed at this facility.

TOTAL SERVICE COST PER YEAR:

\$92,977.30

FLAT DAILY RATE:

Armed Security Guard Flat Daily Rate to be added or deducted to Annual Contactor's Fee when increasing or reducing days of service at this library.

\$595.66 per day (use figures)

FLAT DAILY RATE:

Unarmed Security Guard Flat Daily Rate to be added or deducted to Annual Contactor's Fee when increasing or reducing days of service at this library.

\$490.99 per day (use figures)

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PRICING SCHEDULE ARMED SECURITY SERVICES

PAGE 1 OF 1

FACILITY: Woodcrest Library

STAFFING AND RATES

Position Titles	Number of Employees Assigned	Hours of Service		Hourly Rate
		Hours per Week	Hours per Month	
Supervisor: Armed Supervisor	See Avalon Library	See Avalon Library	See Avalon Library	See Avalon Library
Armed Guard: Armed Guard	2	63.50	275.17	\$24.50
Unarmed Guard: Unarmed Guard	0	0	0.00	\$19.50

*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.

COST

In accordance with the Specific Work Requirements of the Statement of Work (SOW) and its frequencies, the Proposer is herewith submitting the following Pricing Schedule for the work to be performed at this facility.

TOTAL SERVICE COST PER YEAR:

\$127,655.32

FLAT DAILY RATE:

Armed Security Guard Flat Daily Rate to be added or deducted to Annual Contactor's Fee when increasing or reducing days of service at this library.

\$707.36 per day (use figures)

FLAT DAILY RATE:

Unarmed Security Guard Flat Daily Rate to be added or deducted to Annual Contactor's Fee when increasing or reducing days of service at this library.

\$587.60 per day (use figures)

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PRICING SCHEDULE ARMED SECURITY SERVICES

PAGE 1 OF 1

FACILITY: West Hollywood Library

STAFFING AND RATES

Position Titles	Number of Employees Assigned	Hours of Service		Hourly Rate
		Hours per Week	Hours per Month	
Supervisor: Armed Supervisor	See Avalon Library	See Avalon Library	See Avalon Library	See Avalon Library
Armed Guard: Armed Guard	2	60.75	263.25	\$24.50
Unarmed Guard: Unarmed Guard	0	0	0.00	\$19.50

*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.

COST

In accordance with the Specific Work Requirements of the Statement of Work (SOW) and its frequencies, the Proposer is herewith submitting the following Pricing Schedule for the work to be performed at this facility.

TOTAL SERVICE COST PER YEAR:

\$122,126.94

FLAT DAILY RATE:

Armed Security Guard Flat Daily Rate to be added or deducted to Annual Contactor's Fee when increasing or reducing days of service at this library.

\$601.23 per day (use figures)

FLAT DAILY RATE:

Unarmed Security Guard Flat Daily Rate to be added or deducted to Annual Contactor's Fee when increasing or reducing days of service at this library.

\$503.03 per day (use figures)

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CONTRACTOR'S PROPOSED SCHEDULE

CONTRACTOR'S PROPOSED SCHEDULE

Page 1 of 2

HONORABLE BOARD OF SUPERVISORS
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

The undersigned offers to provide all services and supplies necessary for armed security guard services at the LA County Library Armed Security Guard Services – **Area 300** as identified in the attached specifications.

Said work will be done for the period prescribed and, in the manner, set forth in said specifications and compensation therefore will be computed under the formula provided therein based upon the hereinafter proposal price. I agree that if my proposal is accepted by the County, I will commence LA County Library armed security guard services on 15 days' notice.

I agree to provide the specified services at LA County Library in accordance with the attached specifications for the following submitted compensation which will apply to weekday, weekend, holiday, overtime, and extra personnel coverage.

STANDARD SERVICE PROPOSALS

MONTHLY CONTRACTOR FEE FOR AREA 300:

\$ 182,912.82 per month (use figures)

ANNUAL CONTRACTOR FEE FOR AREA 300:

\$ 2,194,953.87 per year (use figures)

For total annual cost of each individual library facility within this Area, See Exhibit B – Pricing Schedule.

EMPLOYEE RATES FOR AREA 300:Armed Security Guard Supervisors: Minimum Hourly Wage: \$26.50Armed Security Guards: Minimum Hourly Wage: \$24.50

Other (____): Minimum Hourly Wage: _____

“ADDITIONAL/SPECIALTY AS-NEEDED SERVICES” RATES: See *Exhibit B – Pricing Schedule* of each facility (Library).

By submission of this Proposal, Proposer certifies that the prices quoted herein have been arrived at independently without consultation, communication, or agreement with any other Proposer or competitor for the purpose of restricting competition.

Respectfully submitted,

By: Neil MartauChief Administrative Officer
Title9/21/2023
DateInter-Con Security Systems, Inc.
Firm or Corporation Name

List name(s) of all joint venturers, partners, subcontractors or others having any right or interest in this contract or the proceeds thereof.

By submission of this Proposal, Proposer certifies that the prices quoted herein have been arrived at independently without consultation, communication, or agreement with any other Proposer or competitor for the purpose of restricting competition.

COUNTY'S ADMINISTRATION

COUNTY'S ADMINISTRATION**COUNTY'S PROJECT DIRECTOR:**

Name:	Elsa Munoz
Title:	Head, Support Services
Address:	7400 E. Imperial Hwy. Downey, CA 90242
Telephone:	562-940-8485
Facsimile:	N/A
E-mail Address:	emunoz@library.lacounty.gov

COUNTY'S PROJECT MANAGER:

Name:	Gilbert A. Garcia
Title:	Contract Services Manager
Address:	7400 E. Imperial Hwy. Downey, CA 90242
Telephone:	562-459-6780
Facsimile:	N/A
E-mail Address:	ggarcia@library.lacounty.gov

COUNTY'S CONTRACT PROJECT MONITORS/ANALYST:

Name:	Leticia Isunza
Title:	Contract Analyst
Telephone:	(562) 459-6770
E-mail Address:	lisunza@library.lacounty.gov

Name:	Shannon Giddings
Title:	Contract Analyst
Telephone:	(562) 459-6783
E-mail Address:	sgiddings@library.lacounty.gov

Address:	7400 E. Imperial Hwy. Downey, CA 90242
----------	---

CONTRACTOR'S ADMINISTRATION

CONTRACTOR'S ADMINISTRATION

CONTRACTOR'S NAME

CONTRACTOR'S PROJECT MANAGER:

Name: _____
Title: _____
Address: _____

Telephone: _____
Facsimile: _____
E-mail Address: _____

CONTRACTOR'S AUTHORIZED OFFICIAL(S):

Name: _____
Title: _____
Address: _____

Telephone: _____
Facsimile: _____
E-mail Address: _____

Name: _____
Title: _____
Address: _____

Telephone: _____
Facsimile: _____
E-mail Address: _____

NOTICES TO CONTRACTOR:

Name: _____
Title: _____
Address: _____

Telephone: _____
Facsimile: _____
E-mail Address: _____

CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENTCONTRACTOR NAME Inter-Con Security Systems, Inc.Contract No. **GENERAL INFORMATION:**

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

CONTRACTOR ACKNOWLEDGEMENT:

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

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

CONFIDENTIALITY AGREEMENT:

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

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

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

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

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

SIGNATURE:

Robert S. Ray
2025.01.02 15:41:17 -08'00'DATE: 01 / 02 / 25

PRINTED NAME:

Robert S. Ray

POSITION:

General Counsel

SAFELY SURRENDERED BABY LAW

THERE'S A BETTER CHOICE. SAFELY SURRENDER YOUR BABY.

Any fire station. Any hospital. Any time.



1.877.222.9723

BabySafeLA.org

No shame | No blame | No names



Some parents of newborns can find themselves in difficult circumstances. Sadly, babies are sometimes harmed or abandoned by parents who feel that they're not ready or able to raise a child. Many of these mothers or fathers are afraid and don't know where to turn for help.

This is why California has a Safely Surrendered Baby Law, which gives parents the choice to legally leave their baby at any hospital or fire station in Los Angeles County.

**FIVE THINGS YOU
NEED TO KNOW ABOUT
BABY SAFE SURRENDER**

- 1 Your newborn can be surrendered at any hospital or fire station in Los Angeles County up to 72 hours after birth.
- 2 You must leave your newborn with a fire station or hospital employee.
- 3 You don't have to provide your name.
- 4 You will only be asked to voluntarily provide a medical history.
- 5 You have 14 days to change your mind; a matching bracelet (parent) and anklet (baby) are provided to assist you if you change your mind.

No shame | No blame | No names



**ABOUT THE BABY
SAFE SURRENDER PROGRAM**

In 2002, a task force was created under the guidance of the Children's Planning Council to address newborn abandonment and to develop a strategic plan to prevent this tragedy.

Los Angeles County has worked hard to ensure that the Safely Surrendered Baby Law prevents babies from being abandoned. We're happy to report that this law is doing exactly what it was designed to do: save the lives of innocent babies. Visit BabySafeLA.org to learn more.

No shame | No blame | No names

**ANY FIRE STATION.
ANY HOSPITAL.
ANY TIME.**

**1.877.222.9723
BabySafeLA.org**

**THERE'S A
BETTER CHOICE.
SAFELY SURRENDER
YOUR BABY.**



No shame | No blame | No names





FROM SURRENDER TO ADOPTION: ONE BABY'S STORY

Los Angeles County firefighter Ted and his wife Becki were already parents to two boys. But when they got the call asking if they would be willing to care for a premature baby girl who'd been safely surrendered at a local hospital, they didn't hesitate.

Baby Jenna was tiny, but Ted and Becki felt lucky to be able to take her home. "We had always wanted to adopt," Ted says, "but taking

home a vulnerable safely surrendered baby was even better. She had no one, but now she had us. And, more importantly, we had her."

Baby Jenna has filled the longing Ted and Becki had for a daughter—and a sister for their boys. Because her birth parent safely surrendered her when she was born, Jenna is a thriving young girl growing up in a stable and loving family.

ANSWERS TO YOUR QUESTIONS

Who is legally allowed to surrender the baby?

Anyone with lawful custody can drop off a newborn within the first 72 hours of birth.

Do you need to call ahead before surrendering a baby?

No. A newborn can be surrendered anytime, 24 hours a day, 7 days a week, as long as the parent or guardian surrenders the child to an employee of the hospital or fire station.

What information needs to be provided?

The surrendering adult will be asked to fill out a medical history form, which is useful in caring for the child. The form can be returned later and includes a stamped return envelope. No names are required.

What happens to the baby?

After a complete medical exam, the baby will be released and placed in a safe and loving home, and the adoption process will begin.

What happens to the parent or surrendering adult?

Nothing. They may leave at any time after surrendering the baby.

How can a parent get a baby back?

Parents who change their minds can begin the process of reclaiming their baby within 14 days by calling the Los Angeles County Department of Children and Family Services at (800) 540-4000.

If you're unsure of what to do:

You can call the hotline 24 hours a day, 7 days a week and anonymously speak with a counselor about your options or have your questions answered.

1.877.222.9723 or BabySafeLA.org

English, Spanish and 140 other languages spoken.

PAYROLL STATEMENT OF COMPLIANCE

**COUNTY OF LOS ANGELES
LIVING WAGE PROGRAM**

PAYROLL STATEMENT OF COMPLIANCE

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

Do hereby state:

That I pay or supervise the payment of the persons employed by (Contractor/Subcontractor) on the _____ (contract) that during the payroll period commencing on the _____ (day) of _____ (Month and Year) and ending the _____ (day) of _____ (Month and Year), all persons employed on said work site have been paid the full weekly wages earned, that no rebates have been or will be made, either directly or indirectly, to or on behalf of _____ (Contractor/Subcontractor) from the full weekly wages earned by any person, and that no deductions have been made either directly or indirectly, from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 CFR Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 357; 40 U.S.C. 276c), and described below:

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

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

Print Name and Title

Owner or Company Representative Signature:

Date:

THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. IN ADDITION, THE CONTRACTOR OR SUBCONTRACTOR MAY BE SUSPENDED AND PRECLUDED FROM BIDDING ON OR PARTICIPATING IN ANY COUNTY CONTRACT OR PROJECT FOR A PERIOD CONSISTENT WITH THE SERIOUSNESS OF THE VIOLATION.

ARMED SECURITY GUARD COST BY FACILITITES

EXHIBIT I

**LA COUNTY LIBRARY
ARMED SECURITY GUARD SERVICES – AREA 300**

ARMED SECURITY GUARD COST BY FACILITIES

Library Facilities	Armed Security Guard Services	Flat Daily Rate (Armed Guard)	Monthly Contractor Fee	Annual Contractor Fee
Avalon Library	YES	\$595.66	\$46,378.59	\$556,543.07
Culver City Julian Dixon Library	YES	\$595.66	\$7,748.11	\$92,977.30
Dr. Martin Luther King, Jr. Library	YES	\$595.66	\$7,748.11	\$92,977.30
Gardena Mayme Dear Library	YES	\$595.66	\$7,748.11	\$92,977.30
Hawthorne Library	YES	\$595.66	\$7,748.11	\$92,977.30
Hermosa Beach Library	YES	\$595.66	\$7,748.11	\$92,977.30
Lawndale Library	YES	\$595.66	\$7,748.11	\$92,977.30
Lennox Library	YES	\$707.36	\$10,637.94	\$127,655.32
Lloyd Taber-Marina Del Rey Library	YES	\$707.36	\$10,637.94	\$127,655.32
Lomita Library	YES	\$595.66	\$7,748.11	\$92,977.30
Manhattan Beach Library	YES	\$660.61	\$11,182.41	\$134,188.86
Masao W. Satow Library	YES	\$707.36	\$10,637.94	\$127,655.32
View Park Bebe Moore Campbell Library	YES	\$707.36	\$10,637.94	\$127,655.32
Wiseburn Library	YES	\$595.66	\$7,748.11	\$92,977.30
Woodcrest Library	YES	\$707.36	\$10,637.94	\$127,655.32
West Hollywood Library	YES	\$601.23	\$10,177.25	\$122,126.94
Carson Library				TBD \$0.00
Total			\$182,912.82	\$2,194,953.87

CONTRACT

ARMED SECURITY GUARD SERVICES

AREA 500



CONTRACT

BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

INTER-CON SECURITY SERVICES SYSTEMS, INC.

FOR

ARMED SECURITY GUARD SERVICES

AREA 500

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STANDARD EXHIBITS

- A** Statement of Work and Attachments
- B** Pricing Schedule
- C** Contractor's Proposed Schedule
- D** County's Administration
- E** Contractor's Administration
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- G** Safely Surrendered Baby Law
- H** Payroll Statement of Compliance
- I** Armed Security Guard Cost by Facilities

**CONTRACT BETWEEN
COUNTY OF LOS ANGELES
AND
INTER-CON SECURITY SERVICES SYSTEMS, INC.
FOR
ARMED SECURITY GUARD SERVICES – AREA 500**

This Contract ("Contract") made and entered into this 18th day of March, 2025, by and between the County of Los Angeles, hereinafter referred to as County and Inter-Con Security Services Systems, Inc., hereinafter referred to as "Contractor" and Inter-Con Security Services Systems, Inc. is located at 210 S De Lacey Avenue, Pasadena, CA 91105.

RECITALS

WHEREAS, the County may contract with private businesses for Armed Security Guard Services when certain requirements are met; and

WHEREAS, the Contractor is a private (public, non-profit) firm specializing in providing Armed Security Guard Services; and

WHEREAS, the Contractor represents that it possesses the necessary special skills, knowledge, and technical competence and sufficient staffing to provide the Armed Security Guard Services required herein; and

WHEREAS, the County has determined that it is legal, feasible, and cost-effective to contract for Armed Security Guard Services; and

WHEREAS, this Contract is therefore authorized under Section 44.7 of the Los Angeles County Charter and Los Angeles County Codes Section 2.121.250; and

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

1.0 APPLICABLE DOCUMENTS

Exhibits A through I are attached to and form a part of this Contract. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, goods, service, or other work, or otherwise between the base Contract and the Exhibits, or between Exhibits, such conflict or inconsistency will be resolved by giving precedence first to the terms and conditions of the Contract and then to the Exhibits according to the following priority.

Standard Exhibits:

Exhibit A	Statement of Work and Attachments
Exhibit B	Pricing Schedule
Exhibit C	Contractor's Proposed Schedule
Exhibit D	County's Administration
Exhibit E	Contractor's Administration
Exhibit F	Contractor Acknowledgement and Confidentiality Agreement
Exhibit G	Safely Surrendered Baby Law
Exhibit H	Payroll Statement of Compliance
Exhibit I	Armed Services Guard Cost by Facilities

2.0 DEFINITIONS

2.1 Standard 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 must be construed to have the following meaning, unless otherwise apparent from the context in which they are used.

- 2.1.1 Board of Supervisors (Board):** The Board of Supervisors of the County of Los Angeles acting as governing body.
- 2.1.2 Contract:** This agreement executed between County and Contractor. Included are all supplemental agreements amending or extending the service to be performed. The Contract sets forth the terms and conditions for the issuance and performance of all tasks, deliverables, services and other work.
- 2.1.3 Contractor:** The person or persons, sole proprietor, partnership, joint venture, corporation or other legal entity who has entered into an agreement with the County to perform or execute the work covered by this Contract.
- 2.1.4 Contractor's Project Manager:** The person designated by the Contractor to administer the Contract operations under this Contract.
- 2.1.5 County's Contract Analyst:** The person designated by the County to manage and facilitate the administrative functions of the Contract.

- 2.1.6 County's Project Director:** Person designated by County with authority for County on contractual or administrative matters relating to this Contract that cannot be resolved by the County's Project Manager.
- 2.1.7 County's Project Manager:** Person designated by County's Project Director to manage the operations under this Contract.
- 2.1.8 County's Project Monitor:** Person with responsibility to oversee the day-to-day activities of this Contract. Responsibility for inspections of any and all tasks, deliverables, goods, services and other work provided by the Contractor.
- 2.1.9 County Observed Holidays:** Days on which County departments are closed for business in observance of significant events. A list of County observed holidays may be found on the County's website <https://lacounty.gov/government/about-la-county/about/>.
- 2.1.10 Day(s):** Calendar day(s) unless otherwise specified.
- 2.1.11 Department:** LA County Library which is entering into this Contract on behalf of the County of Los Angeles.
- 2.1.12 Director:** Director of Department.
- 2.1.13 Fiscal Year:** The twelve (12) month period beginning July 1st and ending the following June 30th.
- 2.1.14 Statement of Work:** A written description of the work to be performed by Contractor to meet the needs of the County, including special provisions pertaining to the method, frequency, manner and place of performing the contract services.
- 2.1.15 Subcontract:** An agreement by the Contractor to employ a subcontractor to provide services to fulfill this Contract.
- 2.1.16 Subcontractor:** Any individual, person or persons, sole proprietor, firm, partnership, joint venture, corporation, or other legal entity furnishing supplies, services of any nature, equipment, and/or materials to Contractor in furtherance of Contractor's performance of this Contract, at any tier, under oral or written agreement.
- 2.1.17 Assigned Employees:** Armed Security Guards and Armed Security Guard Supervisors that are assigned to this contract.
- 2.1.18 County Library:** LA County Library
- 2.1.19 County Librarian:** Head of LA County Library
- 2.1.20 Post:** A Security Guard assignment within a location.
- 2.1.21 Unanticipated Work:** Additional as-needed services performed under the Contract when the need arises and requested by the County

3.0 WORK

- 3.1** Pursuant to the provisions of this Contract, the Contractor must fully perform, complete and deliver on time, all tasks, deliverables, goods, 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 will be deemed to be a gratuitous effort on the part of the Contractor, and the Contractor must have no claim whatsoever against the County.

4.0 TERM OF CONTRACT

- 4.1** The term of this Contract will be four (4) years commencing after execution by County's Board, or February 15, 2025, whichever is later, unless sooner terminated or extended, in whole or in part, as provided in this Contract.
- 4.2** The County will have the sole option to extend this Contract term for up to one(1) additional one (1) year periods and six (6) month to month extensions, for a maximum total Contract term of five (5) years and six (6) months. Each such extension option may be exercised at the sole discretion of the County Librarian or their designee as authorized by the Board.
- 4.3** The County maintains a database that track/monitor Contractor performance history. Information entered into the database may be used for a variety of purposes, including determining whether the County will exercise a contract term extension option.
- 4.4.** The Contractor must notify Department when this Contract is within six (6) months of the expiration of the term as provided for hereinabove. Upon occurrence of this event, the Contractor must send written notification to Department at the address herein provided in Exhibit D (County's Administration).

5.0 CONTRACT SUM

5.1 Total Contract Sum

- 5.1.1** The maximum annual Contract Sum under the terms of this Contract will be **\$2,931,444.86**, comprised of the Contractor's Fee of **\$2,664,949.87**, as specified in Exhibit C (Contractor's Proposed Schedule) of the Contract, and an annual estimate for unanticipated work of **\$266,494.99**, as authorized in Paragraph 9 (Unanticipated Work) of Exhibit A (Statement of Work).
- 5.1.2** The use of the annual estimate for unanticipated work is not guaranteed by the County and is contingent upon County Library's adopted budget and needs.
- 5.1.3** The Department may increase the total contract amount by up to 10%, as approved by the Board. The County does not warranty or represent that all, or any portion, of the not-to-exceed contract amount will be authorized, allocated, or expended by the County; nor does the County warranty or represent that it will authorize the selected contractor(s) to perform any work or services of any monetary amount.

5.2 Written Approval for Reimbursement

The Contractor will 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, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, must not occur except with the County's express prior written approval.

5.3 Notification of 75% of Total Contract Sum

The Contractor must maintain a system of record keeping that will allow the Contractor to determine when it has incurred seventy-five percent (75%) of the total contract sum under this Contract. Upon occurrence of this event, the Contractor must send written notification to Department at the address herein provided in Exhibit D (County's Administration).

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

The Contractor will 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 must immediately notify County and must immediately repay all such funds to County. Payment by County for services rendered after expiration-termination of this Contract will not constitute a waiver of County's right to recover such payment from the Contractor.

5.5 Invoices and Payments

5.5.1 The Contractor must invoice the County only for providing the tasks, deliverables, goods, services, and other work specified in Exhibit A (Statement of Work and Attachments) and elsewhere hereunder. The Contractor must prepare invoices, which will include the charges owed to the Contractor by the County under the terms of this Contract.

5.5.2 The Contractor's invoices must be priced in accordance with Exhibit B (Pricing Schedule), Exhibit C (Contractor's Proposed Schedule, and Exhibit I (Armed Services Guard Cost by Facilities). Contractor will be paid only for the tasks, deliverables, goods, services, and other work approved in writing by the County. If the County does not approve work in writing no payment will be due to the Contractor for that work.

5.5.3 The Contractor's invoices must contain the information set forth in Exhibit A (Statement of Work and Attachments) describing the tasks, deliverables, goods, services, work hours, and facility and/or other work for which payment is claimed.

5.5.4 The Contractor must submit the monthly invoices to the County by the 15th calendar day of the month following the month of service. No

invoice will be approved for payment unless Exhibit H (Payroll Statement of Compliance) is included.

- 5.5.5** All invoices under this Contract must be submitted to LA County Library at the following electronic email address:

contractservices@library.lacounty.gov, with a copy to the assigned County's Contract Monitor.

5.5.6 County Approval of Invoices

All invoices submitted by the Contractor for payment must have the written approval of the County's Project Manager prior to any payment thereof. In no event will 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 Payment for Court Appearances and/or County Investigations

Security Guards and Security Guard Supervisors may be required to appear in court or make statements to investigators regarding job-related incidents. In the event that the Security Guard or Security Guard Supervisor is called upon as a witness for a job-related incident, the County will reimburse the Contractor as set forth in this Paragraph 5.5.8, for court appearances or investigation interviews, based on review and approval by County Project Manager.

The County will pay up to eight (8) hours per day of straight time for each summoned Security Guard or Security Guard Supervisor when a court appearance or investigation interview is required. If the court appearance or investigation interview occurs during Security Guard or Security Guard Supervisor's normal work shift, the Contractor shall provide back-up coverage which will be reimbursed at straight time.

The Contractor shall list court appearances and/or investigation interviews as a separate line item on Contractor's invoice, and must attach supporting documentation, such as copy of the police report, Security Incident Report (as specified in Subsection 5.4 Court Appearance and/or County Investigation), subpoena, and/or written request for appearance. County Project Manager shall have the discretion to approve or deny invoice payment request based upon the documentation presented.

5.5.8 Preference Program Enterprises – Prompt Payment Program (if applicable)

Certified Preference Program Enterprises (PPEs) will receive prompt payment for services they provide to County departments. Prompt payment is defined as fifteen (15) calendar days after receipt of an approved, undisputed invoice which has been properly matched against documents such as a receiving, shipping, or services delivered report, or any other validation of receipt document consistent with Board Policy

3.035 ([Preference Program Payment Liaison and Prompt Payment Program](#)).

5.6 Cost of Living Adjustments (COLA's) (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 an agreement/ contract with the County will 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 must 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 will supersede this requirement with respect to those payments.
- 5.7.4** At any time during the duration of the 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), will decide whether to approve exemption requests.

6.0 ADMINISTRATION OF CONTRACT - COUNTY

6.1 County's Administration

A listing of all County Administration referenced in the following subparagraphs are designated in Exhibit D (County's Administration). The County will notify the Contractor in writing of any changes as they occur.

6.2 County's Project Director

The role of the County's Project Director may include:

- 6.2.1** Coordinating with Contractor and ensuring Contractor's performance of the Contract; however, in no event will Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby; and
- 6.2.2** 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, will Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby.

6.3 County's Project Manager

The role of the County's Project Manager is authorized to include:

- 6.3.1** Meeting with the Contractor's Project Manager on a regular basis; and
- 6.3.2** Inspecting any and all tasks, deliverables, goods, services, or other work provided by or on behalf of the Contractor; however, in no event will Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby.

The County's 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's Project Monitor

The role of the County's Project Monitor is to oversee the day-to-day administration of this Contract; however, in no event will Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby. The County's Project Monitor reports to the County's Project Manager.

6.5 County's Contract Analyst

The role of the County's Contract Analyst is to manage and facilitate the administrative functions of the Contract. The County's Contract Analyst reports to the County's Project Director.

7.0 ADMINISTRATION OF CONTRACT - CONTRACTOR

7.1 Contractor's Administration

A listing of all of Contractor's Administration referenced in the following paragraphs is designated in Exhibit E (Contractor's Administration). The Contractor will notify the County in writing of any changes as they occur.

7.2 Contractor's Project Manager

7.2.1 The Contractor's Project Manager is designated in Exhibit E (Contractor's Administration). The Contractor must notify the County in writing of any change to Exhibit E (Contractor's Administration), as changes occur.

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

7.3 Approval of Contractor's Staff

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

The County reserves the right to remove any Contractor staff, for any reason, from performing services under this or any other Contract held by and between Contractor and County Library, at any time during the term of this Contract.

- 7.3.1** Contractor staff removed pursuant to this Sub-section will not relieve the Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

7.4 Contractor's Staff Identification

Contractor will provide, at Contractor's expense, all staff providing services under this Contract with a photo identification badge.

- 7.4.1** Contractor is responsible to ensure that staff have obtained a County ID badge before they are assigned to work in a County facility. Contractor personnel may be asked by a County representative to leave a County facility if they do not have the proper County ID badge on their person and Contractor personnel must immediately comply with such request.
- 7.4.2** Contractor must notify the County within 24 hours when staff is terminated from working under this Contract. Contractor must retrieve the Contractor's employee ID badge and any County access keys within 24 hours of termination.

7.5 Background and Security Investigations

- 7.5.1** Each of Contractor's staff performing services under this Contract, who is in a designated sensitive position, as determined by County in County's sole discretion, must undergo and pass a background investigation to the satisfaction of County as a condition of beginning and continuing to perform services under this Contract. Such background investigation must be obtained through fingerprints submitted to the California Department of Justice to include State, local, and federal-level review, which may include, but will not be limited to, criminal conviction information. The fees associated with the background investigation will be at the expense of the Contractor, regardless of whether the member of Contractor's staff passes or fails the background investigation.

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 performing services under the Contract. Contractor must comply with County's request at any time during the term of the Contract. County will not provide to Contractor or to Contractor's staff any information obtained through the County's background investigation.

- 7.5.2** County, in its sole discretion, may immediately deny or terminate facility access to any member of Contractor's staff that does not pass such investigation to the satisfaction of the County or whose background or conduct is incompatible with County facility access.
- 7.5.3** Contractor shall be responsible for ensuring that Contractor staff working on this Contract have no convictions for the following offenses:
- a) Blackmail.
 - b) Bribery.

- c) Burglary.
- d) Crimes Against Children, Women, and Elders.
- e) Embezzlement, including theft of public funds.
- f) Extortion.
- g) Falsification of Financial Statements and/or Public Records.
- h) Forgery.
- i) Grand Theft.
- j) Mass Murder.
- k) Rape, including Sexual Battery.
- l) Robbery.
- m) Sale of Narcotics and/or Dangerous Drug (includes intent to sell);
and
- n) Welfare fraud.

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

7.5.5 These terms will also apply to subcontractors of County contractors.

7.5.6 Disqualification of any member of Contractor's staff pursuant to this Paragraph 7.5 will not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

7.6 Confidentiality

7.6.1 Contractor must 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 must 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 subcontractors, to comply with this Paragraph, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph will be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County will 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 will 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 will 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 must inform all of its officers, employees, agents and subcontractors providing services hereunder of the confidentiality provisions of this Contract.

7.6.4 Contractor must sign and adhere to the provisions of Exhibit F (Contractor Acknowledgement and Confidentiality Agreement).

8.0 STANDARD TERMS AND CONDITIONS

8.1 Amendments

8.1.1 For any change which affects the scope of work, contract term, contract sum, payments, or any term or condition included under this Contract, an amendment to the Contract must be prepared and executed by the Contractor and by the Board, for the exception of the following:

- a) Contractor's fee set forth in Paragraph 5 (Contract Sum), not to exceed ten percent (10%) of the current annual contract sum per amendment, due to changes to the number of facilities or days of services pursuant to paragraph 8.1.4.
- b) County Librarian is expressly authorized to increase the contract sum to modify the annual estimate for unanticipated work included in the annual maximum contract sum, not to exceed ten percent (10%) of the annual contractor's fee.
- c) County Librarian is expressly authorized to increase the contract sum set forth in Paragraph 5 (Contract Sum) for a particular contract year, due to Living Wage rate increases.

Any such changes will be in writing and signed by the Contractor and by the County Librarian or their designee.

8.1.2 The Board or Chief Executive Officer (CEO) 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 Board or CEO. To implement such changes, an Amendment to the Contract must be prepared and executed by the Contractor and by the County Librarian or their designee.

8.1.3 The County Librarian or their designee, may at their sole discretion, authorize extensions of time as defined in Paragraph 4.0 (Term of Contract). The Contractor agrees that such extensions of time will not change any other term or condition of this Contract during the period of such extensions. To implement an extension of time, an Amendment to the Contract must be prepared and executed by the Contractor and by County Librarian or their designee.

8.1.4 The County reserves the right to amend the Contract to reflect any changes by an increase or decrease in the number of library facilities as listed in Exhibit A (Statement of Work and Attachments), SOW Attachment 2 (Service Locations and Hours). The County will notify the Contractor, in writing, at least ten (10) business days prior to the effective date of the modification. Exhibit B (Pricing Schedule) in the Contract, requires that proposals include a flat daily rate for each library facility. The rate specified will be used to adjust the Contract price in the event of an increase or decrease in days of service. Payment adjustment will be made to reflect such modification in services on a pro-rata basis commensurate with the number of library facilities and/or days of service increased or decreased of the affected library facilities. The County will determine the need for modification referenced herein. Upon Board delegation, the County Librarian or his/her designee will have authority to sign the amendment for the County. All standard terms and conditions in the current Contract will extend to any library facility added in the amendment.

8.2 Assignment and Delegation/Mergers or Acquisitions

- 8.2.1** The Contractor must 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 must not assign, exchange, transfer, or delegate its rights or duties under this Contract, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment, delegation, or otherwise transfer of its rights or duties, without such consent will be null and void. For purposes of this Paragraph, County consent will require a written Amendment to the Contract, which is formally approved and executed by the parties. Any payments by the County to any approved delegate or assignee on any claim under this Contract will be deductible, at County's sole discretion, against the claims, which the Contractor may have against the County.
- 8.2.3** 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, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, will be a material breach of the Contract which may result in the termination of this Contract. In the event of such termination, County will be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

8.3 Authorization Warranty

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

8.4 Budget Reductions

In the event that the County's Board 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 will also be reduced correspondingly. The County's notice to the Contractor regarding said reduction in payment obligation will be provided within thirty (30) calendar days of the Board's approval of such actions. Except as set forth in the preceding sentence, the Contractor must continue to provide all of the services set forth in this Contract.

8.5 Complaints

The Contractor must develop, and maintain operating procedures for receiving, investigating and responding to complaints.

8.5.1 Complaint Procedures

- Within ten (10) business days after the Contract effective date, the Contractor must provide the County with the Contractor's procedures for receiving, investigating and responding to user complaints.
- The County will review the Contractor's procedures and provide the Contractor with approval of said procedures or with requested changes.
- If the County requests changes in the Contractor's procedures, the Contractor must make such changes and resubmit the procedures within five (5) business days for County approval.
- If, at any time, the Contractor wishes to change the Contractor's procedures, the Contractor must submit proposed changes to the County for approval before implementation.
- The Contractor must preliminarily investigate all complaints and notify the County's Project Manager of the status of the investigation within five (5) business days of receiving the complaint.
- When complaints cannot be resolved informally, a system of follow-through will be instituted which adheres to formal plans for specific actions and strict time deadlines.

- Copies of all written responses must be sent to the County's Project Manager within three (3) business days of mailing to the complainant.

8.6 Compliance with Applicable Laws

8.6.1 In the performance of this Contract, Contractor must 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 must 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 subcontractors, 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 will be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County will 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 will 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 will 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

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 will, 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. Additionally, Contractor certifies to the County:

8.7.1 That Contractor has a written policy statement prohibiting discrimination in all phases of employment.

8.7.2 That Contractor periodically conducts a self-analysis or utilization analysis of its work force.

8.7.3 That Contractor has a system for determining if its employment practices are discriminatory against protected groups.

8.7.4 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.

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](#).

8.8.2 Written Employee Jury Service Policy

- 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 must have and adhere to a written policy that provides that its Employees will receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.
- For purposes of this Paragraph, "Contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County contractor and has received or will receive an aggregate sum of fifty thousand dollars (\$50,000) or more in any twelve (12) month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full-time employee of the Contractor. "Full-time" means forty (40) hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of ninety (90) days or less within a twelve (12) month period are not considered full-time for purposes of the Jury Service Program. If the Contractor uses any subcontractor to perform services for the County under the Contract, the subcontractor will also be subject to the provisions of this Paragraph. The provisions of this Paragraph will be inserted into any such subcontract agreement and a copy of the Jury Service Program must be attached to the agreement.
- If the Contractor is not required to comply with the Jury Service Program when the Contract commences, the Contractor will have a

continuing obligation to review the applicability of its “exception status” from the Jury Service Program, and the contractor must 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 must 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.

- Contractor’s violation of this Paragraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract and/or bar 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, will 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 will 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 must 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 must immediately make full written disclosure of such facts to the County. Full written disclosure must 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 will be a material breach of this Contract.

8.10 Consideration of Hiring County Employees Targeted for Layoffs or are on a County Re-Employment List

Should the Contractor require additional or replacement personnel after the effective date of this Contract to perform the services set forth herein, the Contractor must 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/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 must 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 the 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 the Contract, debar the Contractor from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five (5) years but may exceed five (5) years or be permanent if warranted by the circumstances, and terminate any or all existing contracts the Contractor may have with the County.

8.12.3 Non-responsible Contractor

The County may debar a contractor if the Board 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

- 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.
- The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative will be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board will prepare a tentative proposed decision, which will 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 will be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board.
- 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 will be presented to the Board of Supervisors. The Board will have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
- If a Contractor has been debarred for a period longer than five (5) years, that Contractor may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: 1) elimination of the grounds for which the debarment was imposed; 2) a bona fide change in ownership or management; 3) material evidence discovered after debarment was imposed; or 4) any other reason that is in the best interests of the County.
- The Contractor Hearing Board will consider a request for review of a debarment determination only where 1) the Contractor has been debarred for a period longer than five (5) years; 2) the debarment has been in effect for at least five (5) years; and 3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board will conduct a hearing where evidence on the proposed reduction of

debarment period or termination of debarment is presented. This hearing will be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

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

8.12.5 Subcontractors of Contractor

These terms will also apply to subcontractors of County contractors.

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

The Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the County's policy to encourage all County contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster, in Exhibit G, in a prominent position at the Contractor's place of business. The Contractor will also encourage its subcontractors, if any, to post this poster in a prominent position in the subcontractor's place of business. Information and posters for printing are available at <https://lacounty.gov/residents/family-services/child-safety/safe-surrender/>.

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 will during the term of this Contract, maintain 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 will 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 the Contract in jeopardy if not corrected will be reported to the Board and listed in the appropriate contractor performance database. The report to the Board 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 will 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 must be made immediately after the Contractor has become aware of such damage, but in no event later than thirty (30) 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 must be repaid by the Contractor by cash payment upon demand.

8.17 Employment Eligibility Verification

8.17.1 The Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. The Contractor must obtain from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. The Contractor must retain all such documentation for all covered employees for the period prescribed by law.

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

8.18 Counterparts and Electronic Signatures and Representations

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.

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 prepared pursuant to Paragraph 8.1 (Amendments) and received via communications facilities (facsimile, email or electronic signature), as legally sufficient evidence that such legally binding signatures have been affixed to Amendments to this Contract.

8.19 Fair Labor Standards

The Contractor must comply with all applicable provisions of the Federal Fair Labor Standards Act and must 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 will 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 subcontractors), 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 as "force majeure events").

8.20.2 Notwithstanding the foregoing, a default by a subcontractor of Contractor will not constitute a force majeure event, unless such default arises out of causes beyond the control of both Contractor and such subcontractor, and without any fault or negligence of either of them. In such case, Contractor will not be liable for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required performance schedule. As used in this subparagraph, the term "subcontractor" and "subcontractors" mean subcontractors 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 will 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 will 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 must 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 must not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.
- 8.22.2** The Contractor will be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract all compensation and benefits. The County will 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 performing work pursuant to this Contract are, for purposes of Workers' Compensation liability, solely employees of the Contractor and not employees of the County. The Contractor will 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 must adhere to the provisions stated in Paragraph 7.6 (Confidentiality).

8.23 Indemnification

The Contractor must 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 must provide and maintain at its own expense insurance coverage satisfying the requirements specified in Paragraphs 8.24 and 8.25 of this Contract. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon Contractor pursuant to this Contract. The County in no

way warrants that the Required Insurance is sufficient to protect the Contractor for liabilities which may arise from or relate to this Contract.

8.24.2 Evidence of Coverage and Notice to County

- 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, must be delivered to County at the address shown below and provided prior to commencing services under this Contract.
- Renewal Certificates must be provided to County not less than ten (10) days prior to Contractor's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required contractor and/or sub-contractor insurance policies at any time.
- Certificates must 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 must match the name of the contractor identified as the contracting party in this Contract. Certificates must provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand dollars (\$50,000), and list any County required endorsement forms.
- Neither the County's failure to obtain, nor the County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the Contractor, its insurance broker(s) and/or insurer(s), will be construed as a waiver of any of the Required Insurance provisions.
- Certificates and copies of any required endorsements must be sent to the County Project Monitor at the electronic address herein provided in Exhibit D (County's Administration).
- Contractor also must 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 must promptly notify County of any third party claim or suit filed against Contractor or any of its subcontractors 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, its Special Districts, Elected Officials, Officers, Agents, employees, and volunteers (collectively County and its Agents) must 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 will 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 must 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 must provide County with, or Contractor's insurance policies must contain a provision that County will 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 must be provided to County at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of the Contract, in the sole discretion of the County, upon which the County may suspend or terminate this Contract.

8.24.5 Failure to Maintain Insurance

Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance will constitute a material breach of the 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 must 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 Must Be Primary

Contractor's insurance policies, with respect to any claims related to this Contract, must be primary with respect to all other sources of coverage available to Contractor. Any County maintained insurance or self-insurance coverage must 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 must require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.

8.24.9 Subcontractor Insurance Coverage Requirements

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

8.24.10 Deductibles and Self-Insured Retentions (SIRs)

Contractor's policies will 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 must 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 must precede the effective date of this Contract. Contractor understands and agrees it will maintain such coverage for a period of not less than three (3) 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 must 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 must 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:	\$20 million
Products/Completed Operations Aggregate:	\$10 million
Personal and Advertising Injury:	\$10 million
Each Occurrence:	\$10 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 must 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 must 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 must be provided to County at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. If applicable to Contractor's operations, coverage also must be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

8.25.4 Unique Insurance Coverage

- **Sexual Misconduct Liability**

Insurance covering actual or alleged claims for sexual misconduct and/or molestation with limits of not less than \$2 million per claim and \$2 million aggregate, and claims for negligent employment, investigation, supervision, training or retention of, or failure to report to proper authorities, a person(s) who committed any act of abuse, molestation, harassment, mistreatment or maltreatment of a sexual nature.

8.26 Liquidated Damages

8.26.1 If, in the judgment of the Director, or their designee, the Contractor is deemed to be non-compliant with the terms and obligations assumed hereby, the Director, or their designee, at their 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 Director, or their designee, in a written notice describing the reasons for said action.

8.26.2 If the Director, or their designee, determines that there are deficiencies in the performance of this Contract that the Director, or their designee, deems are correctable by the Contractor over a certain time span, the Director, or their 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 Director, or their 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 five hundred dollars (\$500) per day per infraction, hereunder, and that the Contractor will be liable to the County for liquidated damages in said amount. Said amount will be deducted from the County's payment to the Contractor; and/or (c) Upon giving five (5) days notice to the Contractor for failure to correct the deficiencies, the County may correct any and all deficiencies and the total costs incurred by 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 must 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 must 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 Paragraph 8.26.2, and must 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

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 must 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 will 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** Contractor certifies to the County each of the following:

- That Contractor has a written policy statement prohibiting discrimination in all phases of employment.
- That Contractor periodically conducts a self-analysis or utilization analysis of its work force.
- That Contractor has a system for determining if its employment practices are discriminatory against protected groups.
- 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.

- 8.28.3** The Contractor must 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 must 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 subcontractors, 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 will comply with all applicable Federal and State laws and regulations to the end that no person will, 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 will 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 will 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 will 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 will, at its sole option, be entitled to the sum of five hundred dollars (\$500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

8.29 Non Exclusivity

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

8.30 Notice of Delays

Except as otherwise provided under this Contract, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, that party must, within one (1) business day, give notice thereof, including all relevant information with respect thereto, to the other party.

8.31 Notice of Disputes

The Contractor must bring to the attention of the County's Project Manager and/or County's Project Director any dispute between the County and the Contractor regarding the performance of services as stated in this Contract. If the County's

Project Manager or County's Project Director is not able to resolve the dispute, the Director or designee will resolve it.

8.32 Notice to Employees Regarding the Federal Earned Income Credit

The Contractor must notify its employees, and will require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice must 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

The Contractor must notify and provide to its employees, and will require each subcontractor 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 G (Safely Surrendered Baby Law) of this Contract. Additional information is available at <https://lacounty.gov/residents/family-services/child-safety/safe-surrender/>.

8.34 Notices

All notices or demands required or permitted to be given or made under this Contract must be in writing and will 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 D (County's Administration) and E (Contractor's Administration). Addresses may be changed by either party giving ten (10) days prior written notice thereof to the other party. The Director, or their designee will 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

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 will 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 will be regarded as public records. Exceptions will be those elements in the [California Government Code Section 7921 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 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 must 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 will not inhibit the contractor from publishing its role under this Contract within the following conditions:

- The Contractor must develop all publicity material in a professional manner; and
- During the term of this Contract, the Contractor will not, and will 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.

- 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, provided that the requirements of this will apply.

8.38 Record Retention and Inspection-Audit Settlement

- 8.38.1** The Contractor must maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. The Contractor must 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, will 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, will be kept and maintained by the Contractor and will be made available to the County during the term of this Contract and for a period of five (5) years thereafter unless the County’s written

permission is given to dispose of any such material prior to such time. All such material must be maintained by the Contractor at a location in Los Angeles County, provided that if any such material is located outside of Los Angeles County, then, at the County's option, the Contractor will 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 must file a copy of such audit report with the County's Auditor Controller within thirty (30) days of the Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Contract. Subject to applicable law, the County will make a reasonable effort to maintain the confidentiality of such audit report(s)

8.38.3. Failure on the part of the Contractor to comply with any of the provisions of this subparagraph 8.38 will 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 (5) years after the expiration or termination of this Contract, representatives of the County conduct an audit of the Contractor regarding the work performed under this Contract, and if such audit finds that the County's dollar liability for any such work is less than payments made by the County to the Contractor, then the difference must 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 will be paid to the Contractor by the County by cash payment, provided that in no event will the County's maximum obligation for this Contract exceed the funds appropriated by the County for the purpose of this Contract.

8.38.4 In addition to the above, the Contractor agrees, should the County or its authorized representatives determine, in the County's sole discretion, that it is necessary or appropriate to review a broader scope of the Contractor's records (including, certain records related to non-County contracts) to enable the County to evaluate the Contractor's compliance with the County's Living Wage Program, that the Contractor will promptly and without delay provide to the County, upon the written request of the County or its authorized representatives, access to and the right to examine, audit, excerpt, copy, or transcribe any and all transactions, activities, or records relating to any of its employees who have provided services to the County under this Contract, including without limitation, records relating to work performed by said employees on the

Contractor's non-County contracts. The Contractor further acknowledges that the foregoing requirement in this Paragraph relative to Contractor's employees who have provided services to the County under this Contract is for the purpose of enabling the County in its discretion to verify the Contractor's full compliance with and adherence to California labor laws and the County's Living Wage Program. All such materials and information, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, must be kept and maintained by the Contractor and will be made available to the County during the term of this Contract and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such materials and information prior to such time. All such materials and information must be maintained by the contractor at a location in Los Angeles County, provided that if any such materials and information is located outside Los Angeles County, then, at the County's option, the Contractor will pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such materials and information at such other location.

8.39 Recycled Bond Paper

Consistent with the Board's 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 Subcontracting

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

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

- A description of the work to be performed by the subcontractor.
- A draft copy of the proposed subcontract; and
- Other pertinent information and/or certifications requested by the County.

8.40.3 The Contractor must indemnify, defend, and hold the County harmless with respect to the activities of each and every subcontractor in the same manner and to the same degree as if such subcontractor(s) were the Contractor employees.

8.40.4 The Contractor will remain fully responsible for all performances required of it under this Contract, including those that the Contractor has determined to subcontract, notwithstanding the County's approval of the Contractor's proposed subcontract.

- 8.40.5** The County's consent to subcontract will not waive the County's right to prior and continuing approval of any and all personnel, including subcontractor employees, providing services under this Contract. The Contractor is responsible to notify its subcontractors of this County right.
- 8.40.6** The County's Project Director is authorized to act for and on behalf of the County with respect to approval of any subcontract and subcontractor employees. After approval of the subcontract by the County, Contractor must forward a fully executed subcontract to the County for their files.
- 8.40.7** The Contractor will be solely liable and responsible for all payments or other compensation to all subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the County's consent to subcontract.
- 8.40.8** The Contractor must obtain certificates of insurance, which establish that the subcontractor maintains all the programs of insurance required by the County from each approved subcontractor. Before any subcontractor employee may perform any work hereunder, Contractor must ensure delivery of all such documents to the County Project Monitor at the physical or electronic address herein provided in Exhibit D (County's Administration).

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

Failure of the Contractor to maintain compliance with the requirements set forth in Paragraph 8.14 (Contractor's Warranty of Adherence to County's Child Support Compliance Program) will constitute default under this Contract. Without limiting the rights and remedies available to the County under any other provision of this Contract, failure of the Contractor to cure such default within ninety (90) calendar days of written notice will be grounds upon which the County may terminate this Contract pursuant to Paragraph 8.43 (Termination for Default) and pursue debarment of the Contractor, pursuant to [County Code Chapter 2.202](#).

8.42 Termination for Convenience

- 8.42.1** This Contract may be terminated, in whole or in part, from time to time, when such action is deemed by the County, in its sole discretion, to be in its best interest. Termination of work hereunder will be effected by notice of termination to the Contractor 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 will be no less than ten (10) 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 must:
- Stop work under this Contract on the date and to the extent specified in such notice, and

- Complete performance of such part of the work as would 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 must be maintained by the Contractor in accordance with Paragraph 8.38 (Record Retention and Inspection-Audit Settlement).

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:

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

8.43.2 In the event that the County terminates this Contract in whole or in part as provided in Paragraph 8.43.1, 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 will 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 will continue the performance of this Contract to the extent not terminated under the provisions of this Paragraph.

8.43.3 Except with respect to defaults of any subcontractor, the Contractor will not be liable for any such excess costs of the type identified in Paragraph 8.43.2 if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either of them, the Contractor will not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in

sufficient time to permit the Contractor to meet the required performance schedule. As used in this Paragraph, the term "subcontractor(s)" means subcontractor(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) it is determined by the County that the Contractor was not in default under the provisions of Paragraph 8.43 (Termination for Default) or that the default was excusable under the provisions of subparagraph 8.43.3, the rights and obligations of the parties will be the same as if the notice of termination had been issued pursuant to Paragraph 8.42 (Termination for Convenience).

8.43.5 The rights and remedies of the County provided in this Paragraph 8.43 (Termination for Default) will 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 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 the 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.

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:

- Insolvency of the Contractor. The Contractor will be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the Contractor is insolvent within the meaning of the Federal Bankruptcy Code;

- The filing of a voluntary or involuntary petition regarding the Contractor under the Federal Bankruptcy Code;
- The appointment of a Receiver or Trustee for the Contractor; or
- 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 will 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

The Contractor, and each County Lobbyist or County Lobbying firm as defined in [County Code Section 2.160.010](#) retained by the Contractor, must 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 will 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

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

8.48 Validity

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

8.49 Waiver

No waiver by the County of any breach of any provision of this Contract will 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 will not be construed as a waiver thereof. The rights and remedies set forth in this Paragraph 8.49 will 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 will 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

Contractor acknowledges that County has established a goal of ensuring that all individuals and businesses that benefit financially from County through contract 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.

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

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) will 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 (10) days of notice will 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

The Contractor must notify its employees and must require each subcontractor to notify and provide to its employees, information regarding the time off for voting law ([Elections Code Section 14000](#)). Not less than ten (10) days before every statewide election, every contractor and subcontractors must 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

Contractor acknowledges that the County has established a Zero Tolerance Policy on Human Trafficking prohibiting contractors from engaging in human trafficking.

If a Contractor or member of Contractor's staff is convicted of a human trafficking offense, the County will require that the Contractor or member of Contractor's staff be removed immediately from performing services under the Contract. County will not be under any obligation to disclose confidential information regarding the offenses other than those required by law.

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

8.55 Integrated Pest Management (IPM) Program Compliance (intentionally Omitted)

8.56 Compliance with Fair Chance Employment Hiring Practices

Contractor, and its subcontractors, must comply with fair chance employment hiring practices set forth in [California Government Code Section 12952](#). Contractor's violation of this Paragraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract.

8.57 Compliance with the County Policy of Equity

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 subcontractors acknowledge and certify receipt and understanding of the CPOE. Failure of the Contractor, its employees or its subcontractors 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)

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 will result in the disqualification of the Contractor/Proposer from participation in the County solicitation or the termination or cancellation of any resultant County Contract.

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.

8.60 Campaign Contribution Prohibition Following Final Decision in Contract 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.

9.0 UNIQUE TERMS AND CONDITIONS

9.1 Compliance with the County's Living Wage Program

9.1.1 Living Wage Program

This Contract is subject to the provisions of the County's ordinance entitled Living Wage Program as codified in [Sections 2.201.010 through 2.201.100 of the Los Angeles County Code](#).

9.1.2 Payment of Living Wage Rates

- Unless the Contractor has demonstrated to the County's satisfaction either that the contractor is not an "Employer" as defined under the Program ([Section 2.201.020 of the County Code](#)) or that the contractor qualifies for an exception to the Living Wage Program ([Section 2.201.090 of the County Code](#)), the Contractor must pay its employees no less than the applicable hourly living wage rate for the employees' services provided to the County, including, without limitation, "Travel Time" as defined below.
- For purposes of this Paragraph, "Contractor" includes any subcontractor engaged by the Contractor to perform services for the County under the Contract. If the Contractor uses any subcontractor to perform services for the County under the Contract, the subcontractor will be subject to the provisions of this Paragraph. The provisions of this Paragraph will be inserted into any such subcontract and a copy of the Living Wage Program must be attached to the subcontract. "Employee" means any individual, who is an employee of the Contractor under the laws of California, and who is providing full-time or part-time services to the Contractor, which are provided to the County under the Contract. "Full-time" means a minimum of forty (40) hours worked per week, or a lesser number of hours, if the lesser number is a recognized industry standard and is approved as such by the County; however, fewer than thirty-five (35) hours worked per week will not, in any event, be considered full-time.
- If the Contractor is required to pay a living wage when the Contract commences, the Contractor must continue to pay a living wage for the entire term of the Contract, including any option period.

- If the Contractor is not required to pay a living wage when the Contract commences, the Contractor will have a continuing obligation to review the applicability of its “exemption status” from the living wage requirement. The Contractor must immediately notify the County if the Contractor at any time either comes within the Living Wage Program’s definition of “Employer” or if the Contractor no longer qualifies for the exception to the Living Wage Program. In either event, the Contractor will immediately be required to commence paying the living wage and will be obligated to pay the living wage for the remaining term of the Contract, including any option period. The County may also require, at any time during the Contract and at its sole discretion, that the Contractor demonstrate to the County’s satisfaction that the contractor either continues to remain outside of the Living Wage Program’s definition of “Employer” and/or that the Contractor continues to qualify for the exception to the Living Wage Program. Unless the Contractor satisfies this requirement within the time frame permitted by the County, the Contractor will immediately be required to pay the living wage for the remaining term of the Contract, including any option period.
- For purposes of the Contractor's obligation to pay its employees the applicable hourly living wage rate under this Contract, “Travel Time” will have the following two meanings, as applicable: 1) With respect to travel by an employee that is undertaken in connection with this Contract, Travel Time will mean any period during which an employee physically travels to or from a County facility if the Contractor pays the employee any amount for that time or if California law requires the Contractor to pay the employee any amount for that time; and 2) With respect to travel by an employee between County facilities that are subject to two different contracts between the Contractor and the County (of which both contracts are subject to the Living Wage Program), Travel Time will mean any period during which an employee physically travels to or from, or between such County facilities if the Contractor pays the employee any amount for that time or if California law requires the Contractor to pay the employee any amount for that time.

9.1.3 Contractor’s Submittal of Certified Monitoring Reports

The Contractor must submit to the County certified monitoring reports at a frequency instructed by the County. The certified monitoring reports must list all of the Contractor’s employees during the reporting period. The certified monitoring reports must also verify the number of hours worked and the hourly wage rate paid, for each of its employees. All certified monitoring reports must be submitted on forms provided in Exhibit H (Payroll Statement of Compliance), or other form approved by the County which contains the above information. The County reserves the right to request any additional information it may deem necessary. If the County requests additional information, the Contractor must

promptly provide such information. The Contractor, through one of its officers, must certify under penalty of perjury that the information contained in each certified monitoring report is true and accurate.

9.1.4 Contractor's Ongoing Obligation to Report Labor Law-Payroll Violations and Claims

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

9.1.5 County Auditing of Contractor Records

Upon a minimum of twenty-four (24) hours' written notice, the County may audit, at the Contractor's place of business, any of the Contractor's records pertaining to the Contract, including all documents and information relating to the certified monitoring reports. The Contractor is required to maintain all such records in California until the expiration of four (4) years from the date of final payment under the Contract. Authorized agents of the County must have access to all such records during normal business hours for the entire period that records are to be maintained.

9.1.6 Notifications to Employees

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

9.1.7 Enforcement and Remedies

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

- **Remedies for Submission of Late or Incomplete Certified Monitoring Reports**

If the Contractor submits a certified monitoring report to the County after the date it is due or if the report submitted does

not contain all of the required information or is inaccurate or is not properly certified, any such deficiency will constitute a breach of the Contract. In the event of any such breach, the County may, in its sole discretion, exercise any or all of the following rights/remedies:

1) Withholding of Payment

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

2) Liquidated Damages

It is mutually understood and agreed that the Contractor's failure to submit an accurate, complete, timely and properly certified monitoring report will result in damages being sustained by the County. It is also understood and agreed that the nature and amount of the damages will be extremely difficult and impractical to fix; that the liquidated damages set forth herein are the nearest and most exact measure of damages for such breach that can be fixed at this time; and that the liquidated damages are not intended as a penalty or forfeiture for the Contractor's breach. Therefore, in the event that a certified monitoring report is deficient, including but not limited to being late, inaccurate, incomplete or uncertified, it is agreed that the County may, in its sole discretion, assess against the Contractor liquidated damages in the amount of one hundred dollars (\$100) per monitoring report for each day until the County has been provided with a properly prepared, complete and certified monitoring report. The County may deduct any assessed liquidated damages from any payments otherwise due the Contractor.

3) Termination

The Contractor's continued failure to submit accurate, complete, timely and properly certified monitoring reports may constitute a material breach of the Contract. In the event of such material breach, the County may, in its sole discretion, terminate the Contract.

- **Remedies for Payment of Less Than the Required Living Wage**

If the Contractor fails to pay any employee at least the applicable hourly living wage rate, such deficiency will constitute a breach of the Contract. In the event of any such breach, the County may, in its sole discretion, exercise any or all of the following rights/remedies:

- 1) Withholding Payment**

If the Contractor fails to pay one or more of its employees at least the applicable hourly living wage rate, the County may withhold from any payment otherwise due the Contractor the aggregate difference between the living wage amounts the Contractor was required to pay its employees for a given pay period and the amount actually paid to the employees for that pay period. The County may withhold said amount until the Contractor has satisfied the County that any underpayment has been cured, which may include required submittal of revised certified monitoring reports or additional supporting documentation.

- 2) Liquidated Damages**

It is mutually understood and agreed that the Contractor's failure to pay any of its employees at least the applicable hourly living wage rate will result in damages being sustained by the County. It is also understood and agreed that the nature and amount of the damages will be extremely difficult and impractical to fix; that the liquidated damages set forth herein are the nearest and most exact measure of damages for such breach that can be fixed at this time; and that the liquidated damages are not intended as a penalty or forfeiture for the Contractor's breach. Therefore, it is agreed that the County may, in its sole discretion, assess against the Contractor liquidated damages of fifty dollars (\$50) per employee per day for each and every instance of an underpayment to an employee. The County may deduct any assessed liquidated damages from any payments otherwise due the Contractor.

- 3) Termination**

The Contractor's continued failure to pay any of its employees the applicable hourly living wage rate may constitute a material breach of the Contract. In the event of such material breach, the County may, in its sole discretion, terminate the Contract.

- **Debarment**

In the event the Contractor breaches a requirement of this Paragraph, the County may, in its sole discretion, bar the Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach, in accordance with [Los Angeles County Code, Chapter 2.202](#), Determinations of Contractor Non-Responsibility and Contractor Debarment.

9.1.8 Use of Full-Time Employees

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

9.1.9 Contractor Retaliation Prohibited

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

9.1.10 Contractor Standards

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

9.1.11 Employee Retention Rights (Intentionally Omitted)

9.1.12 Neutrality in Labor Relations

The Contractor must not use any consideration received under the Contract to hinder, or to further, organization of, or collective bargaining activities by or on behalf of the Contractor's employees, except that this restriction will not apply to any expenditure made in the course of good faith collective bargaining, or to any expenditure pursuant to obligations

incurred under a bona fide collective bargaining Contract, or which would otherwise be permitted under the provisions of the National Labor Relations Act.

10.0 SURVIVAL

In addition to any terms and conditions of this Agreement that expressly survive expiration or termination of this Agreement by their terms, the following provisions will survive the expiration or termination of this Agreement for any reason:

Paragraph 1.0	Applicable Documents
Paragraph 2.0	Definitions
Paragraph 3.0	Work
Paragraph 5.4	No Payment for Services Provided Following Expiration - Termination of Contract
Paragraph 7.6	Confidentiality
Paragraph 8.1	Amendments
Paragraph 8.2	Assignment and Delegation/Mergers or Acquisitions
Paragraph 8.6	Compliance with Applicable Laws
Paragraph 8.19	Fair Labor Standards
Paragraph 8.20	Force Majeure
Paragraph 8.21	Governing Law, Jurisdiction, and Venue
Paragraph 8.23	Indemnification
Paragraph 8.24	General Provisions for all Insurance Coverage
Paragraph 8.25	Insurance Coverage
Paragraph 8.26	Liquidated Damages
Paragraph 8.34	Notices
Paragraph 8.38	Record Retention and Inspection-/Audit Settlement
Paragraph 8.42	Termination for Convenience
Paragraph 8.43	Termination for Default
Paragraph 8.48	Validity
Paragraph 8.49	Waiver
Paragraph 8.58	Prohibition from Participation in Future Solicitation(s)
Paragraph 8.60	Campaign Contribution Prohibition Following Final Decision in Contract Proceeding
Paragraph 9.1	Compliance with County's Living Wage Program
Paragraph 10.0	Survival

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.



CONTRACTOR

INTER-CON SECURITY SERVICES SYSTEMS, INC.

By

**SEE
ORIGINAL**

Name

Title

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

EDWARD YEN
Executive Officer
Clerk of the Board of Supervisors

COUNTY OF LOS ANGELES

By

Katmya Barger
Chair, Board of Supervisors

By

Maria Oleada
Deputy

ATTEST:

EDWARD YEN
Executive Officer of the
Board of Supervisors of the
County of Los Angeles

By

Maria Oleada

APPROVED AS TO FORM:

DAWYN R. HARRISON
County Counsel

By

Keever R. Muir
Keever Rhodes Muir
Senior Deputy County Counsel

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

19 March 18, 2025

Edward Yen

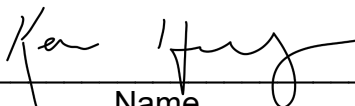
EDWARD YEN
EXECUTIVE OFFICER

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.

CONTRACTOR

INTER-CON SECURITY SERVICES SYSTEMS, INC.

By



Name
Chief Strategy Officer

Title

COUNTY OF LOS ANGELES

By

SEE
ORIGINAL

Chair, Board of Supervisors

ATTEST:

EDWARD YEN
Executive Officer of the
Board of Supervisors of the
County of Los Angeles

By **SEE**
ORIGINAL

APPROVED AS TO FORM:

DAWYN R. HARRISON
County Counsel

SEE
ORIGINAL
By _____
Keever Rhodes Muir
Senior Deputy County Counsel

**CONTRACT FOR
ARMED SECURITY GUARD SERVICES**

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SOW ATTACHMENTS

- 1 Contract Discrepancy Report (CDR)
- 2 Service Locations, Hours, and Number of Guards
- 3 Armed Security Guard Services Employee Sign-In/Sign-Out Log

STATEMENT OF WORK (SOW)

1.0 SCOPE OF WORK

- 1.1 The Contractor will provide daily Armed Security Guard Services (Security Services) during business hours for LA County Library (Library) facilities identified in the SOW Attachment 2 (Service Locations, Hours, and Number of Guards) of this Exhibit A, by providing all labor, supervision, equipment, materials and supplies necessary for the Contractor's performance under this Contract. If the Contractor is unable to provide Security Services for a Library facility, an unarmed guard may be placed temporarily and invoiced according with Exhibit B (Pricing Schedule), of the Contract for the affected Library facility.
- 1.1.1 The Contractor will ensure safety and protection of Library personnel, patrons, and property, preventing and deterring illegal activity such as theft, vandalism, and accidents.
- 1.1.2 The Contractor personnel will patrol the entire Library property, including, but not limited to, the facility's interior and exterior, parking lots and parking structures, stairwells, and various points entry to the building.
- 1.1.3 The Contractor personnel will be able to identify, attempt to prevent, and avert potential threats, criminal behaviors, suspicious situations or injuries.
- 1.1.4 The Contractor personnel will be first to act and help people in need in emergency situations and assist in evacuations and other serious security events.
- 1.1.5 The Contractor personnel will monitor Library patron activity to ensure compliance with the Library's Customer Expectations Policy, found at <https://lacountylibrary.org/customer-expectations/>.

2.0 ADDITION AND/OR DELETION OF FACILITIES, SPECIFIC TASKS AND/OR WORK HOURS

- 1.2 County reserves the right to amend the Contract to reflect any changes by an increase or decrease in the number of facilities or days/hours of service for facilities listed in SOW Attachment 2 (Service Locations, Hours, and Number of Guards) of this Exhibit A. County will notify the Contractor, in writing, at least ten (10) business days prior to the effective date of any modifications. The Contractor will be compensated for the Security Services of additional library facilities designated after the Contract's commencement date based on the submission of an approved cost per additional facility. Payment adjustments will be made to reflect such modification in services on a pro-rata basis commensurate with the number of library facilities and/or days/hours of service increased or decreased of the affected library facilities. County will determine the need for modification referenced herein.
- 2.1 All changes must be made in accordance with Paragraph 8.1 (Amendments) of the Contract. All terms in the Contract will extend to any library facility added by the Amendment.

3.0 QUALITY CONTROL

The Contractor must establish and utilize a comprehensive Quality Control Plan (QCP) to ensure the County receives a consistently high level of service throughout the term of the Contract. The QCP must be submitted to the County's Project Monitor for review. The QCP must include, but may not be limited to, the following:

- 3.1** Method of monitoring to ensure that Contract requirements are being met;
- 3.2** A record of all inspections conducted by the Contractor, any corrective action taken, the time a problem was first identified, a clear description of the problem, and the time elapsed between identification and completed corrective action, must be provided to the County upon request.
- 3.3** The Contractor will maintain and update as necessary written policy and procedures regarding the licensing, certification, training files, and work requirements for all Contractor personnel assigned to provide Security Services under the Contract, and will provide updates to the County's Project Monitor for review immediately upon request.

4.0 QUALITY ASSURANCE PLAN

The County will evaluate the Contractor's performance under this Contract using the quality assurance procedures as defined in Paragraph 8.15 (County's Quality Assurance Plan) of the Contract.

4.1 Monthly Meetings

The Contractor is required to attend a scheduled meeting as needed. Advance notification will be given at least one (1) business day prior to the meeting.

4.2 Contract Discrepancy Report

Notification of a Contract discrepancy will be made to the County's Project Monitor as soon as possible whenever a Contract discrepancy is identified. The problem must be resolved within a time period mutually agreed upon by the County and the Contractor.

The County's Project Monitor will determine whether a formal Contract Discrepancy Report (CDR), SOW Attachment 1 of this Exhibit A, will be issued. Upon receipt of this document, the Contractor is required to respond in writing to the County's Project Monitor within five (5) business days, acknowledging the reported discrepancies or presenting contrary evidence. A plan for correction of all deficiencies identified in the CDR must be submitted to the County's Project Monitor within ten (10) business days.

4.3 County Observations

In addition to departmental contracting staff, other County personnel may observe performance, activities, and review documents relevant to this Contract at any time during normal business hours. However, these personnel may not unreasonably interfere with the Contractor's performance.

5.0 DEFINITIONS

Throughout this SOW, references are made to certain persons, groups, or Departments/Agencies. For convenience, a description of specific definitions can be found in Paragraph 2.0 (Definitions), of the Contract. The headings are for convenience and reference only and are not intended to define the scope of any provision thereof.

6.0 RESPONSIBILITIES

The County's and the Contractor's responsibilities are as follows:

COUNTY

6.1 Personnel

The County will administer the Contract according to Paragraph 6.0 (Administration of Contract – County), of the Contract. Specific duties will include:

- 6.1.1 Monitoring the Contractor's performance in the daily operation of this Contract.
- 6.1.2 Providing direction to the Contractor in areas relating to policy, information and procedural requirements.
- 6.1.3 Preparing Amendments in accordance with Paragraph 8.1 (Amendments) of the Contract.

6.2 Furnished Items

6.2.1 Keys/Access Cards/Remote Controls

- A. County will provide three (3) sets of keys/access cards/remote controls, at no cost to the Contractor, for the library facilities to be serviced. The Contractor will acknowledge receipt of the keys/access cards/remote controls accepting full responsibility. Contractor employees are to use keys/access cards/remote controls only in the carrying out of contracted services. All such keys/access cards/remote controls are property of the County and will be returned to the County's Project Monitor upon termination of the Contract.
- B. If additional sets are needed, the Contractor will submit a request in writing to the County's Project Manager. **At no time are the keys to be duplicated by the Contractor.** Any lost or damaged keys/access cards/remote controls will be replaced at the expense of the Contractor based on the County's replacement cost.

6.2.2 Alarm Codes

- A. Contractor may be issued intrusion alarm codes to the library facilities to be serviced. The Contractor accepts full responsibility for the security of the alarm codes and will provide codes only to its employees as required to provide Security Services in accordance with the Contract.

- B.** Instructions for the use of intrusion alarms will be provided by the County. If it is determined that the Contractor's employee fails to arm the intrusion alarm or is responsible for a false alarm, liquidated damages will be assessed.

6.2.3 Materials and Equipment

County does not make telephones, computers, faxes, copiers or any County peripherals available for the use of the Contractor's employees. Any such misuse of County property will result in the assigned Contractor employees' immediate removal from working on the Contract and liquidated damages will be assessed.

CONTRACTOR

6.3 Contractor's Project Manager

- 6.3.1** Contractor must provide a full-time Project Manager or designated alternate. County must have access to the Contractor's Project Manager from Monday through Friday, 8:00 a.m. to 6:00 p.m. (Pacific Standard Time).
- 6.3.2** Contractor's Project Manager must act as a central point of contact with the County.
- 6.3.3** Contractor's Project Manager must have at minimum three (3) years of experience of demonstrated experience in the Security Service industry, to include but not limited to, the overseeing of day-to-day operations in the delivery of services, customer relations, and quality control.
- 6.3.4** Contractor's Project Manager/alternate must have full authority to act for Contractor on all matters relating to the daily operation of the Contract. Contractor's Project Manager/alternate must be able to effectively communicate, in English, both orally and in writing.

6.4 Personnel

- 6.4.1** Contractor will assign a sufficient number of staff to perform the required work based on the location requirements. Assigned employees on site must speak and understand English. Additional languages are desirable.

A. Personnel Experience Requirements

Contractor will provide personnel who meet the following experience requirements:

1) Armed Security Guard Supervisor

Armed Security Guard Supervisor (Security Supervisor) will have a minimum of two (2) years paid Security Service industry experience within the last three (3) years. Note: Military service may be accepted as meeting all or part of the security experience requirements, if security experience is clearly articulated in the candidate's military job history.

2) **Armed Security Guard**

Armed Security Guard (Security Guard) will have a minimum of one (1) year of Security Service industry experience within the last three (3) years. Note: Military service may be accepted as meeting all or part of the security experience requirements, if security experience is clearly articulated in the candidate's military job history. If the Contractor is unable to provide armed guards for a Library facility, an unarmed guard may be placed temporarily and the invoice adjusted accordingly.

- 6.4.2** Contractor will assign at minimum two (2) Security Supervisors exclusively to each Contract to monitor and inspect the personnel and their performance. Actual number of supervisors will be based on the pricing schedule submitted in the proposal.
- 6.4.3** Contractor will ensure that only personnel assigned to the Contract are permitted at the library facilities at all times.
- 6.4.4** County may, at any time, give the Contractor written notices to the effect that the conduct or action of a designated employee of the Contractor is, in the reasonable belief of the County, detrimental to the interest of the public patronizing the premises. The Contractor will meet with representatives of the County to consider the appropriate course of action with respect to such matter and the Contractor will take reasonable measures under the circumstances to assure the County that the conduct and activities of the Contractor's employee will not be detrimental to the interest of the public patronizing the premises. The County has the right to approve or disapprove the Contractor's employees.
- 6.4.5** Contractor's assigned employees will be closely monitored to detect operational irregularities and noncompliance with contractual requirements. It is the Contractor's responsibility to see that the organization oversees the activities, and does not delay, ignore, or otherwise limit contractual obligations to a task, site or operational request from the County.
- 6.4.6 Background and Investigations**
 - A.** Contractor will be required to background check their employees providing services as set forth in this Paragraph 6.4.6.
 - B.** County will not accept any of Contractor's employees who have the following within their background:
 - 1) Military conduct that involved dishonorable discharge, bad conduct, or an undesirable discharge;
 - 2) Conviction for a sex offense;
 - 3) Any conviction of drunk or reckless driving within the last three (3) years;

- 4) Conduct that would preclude the employee from receiving a bond;
- 5) Felony conviction;
- 6) Any pattern of irresponsible behavior including, but not limited to, unsatisfactory driving or employment records; or
- 7) Any pattern of recent or habitual illegal drug use.

6.4.7 Employee File

For each employee assigned to the Contract, the Contractor will maintain an Employee File with comprehensive documents ready for County's Project Monitor to review upon request in accordance with Paragraph 6.4.6 (Background and Investigations), of the SOW. The Employee File will contain copies of the following:

A. Employment Application

B. Employment History

Employment history will include a list of candidate's present or last job first, then all jobs held and any periods of unemployment for the previous ten (10) years, including all security services experience.

- 1) Military Service - All military experience (regular or reserve) must be documented. Include a copy of candidate's Selective Service Card and/or military discharge papers DD214. If candidate does not possess a Selective Service Card or military discharge papers, explain why information is not available.
- 2) Driving Record - Include current printout of the candidate's Department of Motor Vehicle Record is required at the time of the candidate's interview with Department Civilian Background Unit and annually thereafter.
- 3) Bureau of Security and Investigative Services (BSIS) Certified Course in Firearms Training (8 hours) - Include copy of current BSIS Certified Course in Firearms Training.
- 4) California Firearm Qualification Card for assigned employees. - Include copy of current California Firearm Qualification Card. California Firearm Permit for assigned employees - Include copy of current California Firearm Permit.
- 5) Guard Registration Card – Include copy of current Guard Registration Card, issued by the California Department of Consumer Affairs (DCA), Bureau of Security and Investigative Services (BSIS).
- 6) Certificate for Cardiopulmonary Resuscitation (CPR) for Adult, Child, and Infant including Automated External Defibrillator (AED) - Include copy of current Adult, Child, and Infant CPR card, issued by American Red Cross, American Heart

Association, or equivalent provider (8 hours) and Automated External Defibrillator (AED) certification.

- 7) First Aid Certification for Adult, Child, and Infant - Include copy of current First Aid Certification, issued by American Red Cross, American Heart Association, or equivalent provider (8 hours).
- 8) Baton Permit Issued by Bureau of Security & Investigative Services (BSIS) - Include copy of baton permit issued by BSIS.
- 9) MACE/Pepper Spray Permit - Include copy of permit to carry ten percent (10%) solution of oleoresin capsicum (pepper spray).
- 10) Pass result of random drug tests and DMV checks.
- 11) Valid California Class "C" Driver's License or California Identification Card - Include copy of valid California Class "C" Driver's License or California Identification Card.
- 12) High School or G.E.D. diploma or equivalent - Include copy of High School or G.E.D. diploma or equivalent.

C. Site/Post-Specific Orientations and Training

Contractor will conduct site/post-specific orientation and training to ensure assigned employees are familiar with the facilities and understand their responsibilities at the facilities.

D. Annual Performance Evaluations

Contractor will conduct annual performance evaluations for employee. A copy of the employee's performance evaluation will be included in each employee's Employee File.

6.5 Uniforms/Identification Badges

6.5.1 Uniforms

Contractor employees assigned to County facilities must always wear an appropriate and approved uniform at all times. Uniform is to consist of a shirt with the company name and uniform pants, in addition to the approved items listed on number D of this paragraph 6.5.1. All uniforms, as required and approved by the County's Project Manager or their designee, will be provided by and at Contractor's expense.

- A.** Uniforms will be the same for all assigned Contractor employees unless an exception is required or approved by the County's Project Manager.
- B.** Uniforms will be tailored for the employee and will fit appropriately and professionally, with shirts tucked into trousers, and trousers not excessively short or long.
- C.** Uniforms will be clean and neatly pressed, free from stains, tears, or showing excessive wear. Any uniform observed to show excessive wear will be replaced at the Contractor's expense. Undershirts, if

worn, will be clean and free from stains, tears, excessive wear or fading and will be an appropriate color to match the uniform shirt, i.e., white, black or navy.

D. Contractor will obtain written approval for uniform(s) and other related attire from County Project Manager at least thirty (30) calendar days prior to commencing work under the Contract. Uniforms will consist of the following items, unless an exception is required or approved in writing by the Department:

- 1) Trouser – Company standard
- 2) Shirt/blouse – Company standard
- 3) Belt – Solid black or black basket weave
- 4) Tie – Optional
- 5) Tie bar – Optional
- 6) Socks – Solid black or navy blue, appropriate to Trouser color, if boots are not worn and are visible
- 7) Shoes – Solid black, leather, low rise plain-toed oxfords or military type boot, with smooth finish
- 8) Shoulder patches, as required by California Business and Professions Code 7582.27, on both arms of uniform shirt/blouse and jacket
- 9) Jacket, with appropriate shoulder patches, as appropriate to weather conditions – Navy or Black (as needed)
- 10) Identification Badge, with name and photo must be visible while on duty,
- 11) Badge, if applicable, to be worn on the upper left breast of the uniform shirt,
- 12) Name Tags, if applicable, to be worn on the upper right breast of the uniform shirt, and
- 13) Rain gear (as needed).

6.5.2 Identification Badges

Contractor must ensure their employees are appropriately identified as set forth in Paragraph 7.4 (Contractor's Staff Identification), of the Contract, and must include a recent photograph of the employee, within last two (2) years.

6.6 Materials, Equipment, and Accessories

6.6.1 The purchase of all materials, equipment, and accessories to provide the needed services is the responsibility of the Contractor. The Contractor must use materials, equipment, and accessories that are safe for the environment and safe for use by the employee.

6.6.2 Contractor will be responsible for the maintenance of all materials, equipment, and accessories provided to the Contractor employees.

6.6.3 Contractor employees assigned to this contract will be provided with, at least, the following:

A. Current California Guard Registration Card

B. Weapon

- 1) Valid and current firearms permit indicating the specific firearm issued;
- 2) Leather thumb break, break front holster for Colt, Smith & Wesson 38/357 Beretta, 9mm Glock or Sturm Ruger double-action, 38 Special or .357 magnum caliber revolver;
- 3) Ammunition pouch designed to hold two magazines and two Speed Loaders;
- 4) 0.38 caliber, either Winchester 110 grain +P+ or Spear 125 grain+P, semi-jacketed, hollow point or Remington 0.38 Special plus P hollow points 128 grain or Winchester and Round Ball full jacket bullets in accordance with the following:
 - i) Must be factory loaded;
 - ii) A minimum of 12 additional rounds must be carried for the handgun;
 - iii) The ammunition is to be replaced annually;
 - iv) Must be approved by the County.

C. Radios

- 1) Contractor will provide two-way radios with earpiece, lapel microphone, batteries, supplies, and maintenance for radios, as follows:
 - i) Contractor will provide one (1) earpiece radio and lapel microphone for each assigned employee;
 - ii) Contractor will provide a sufficient number of batteries to provide a fully-charged battery and a fully-operational radio for the assigned employee;
 - iii) Contractor will provide one (1) hand-held radio for each Library;
 - iv) Contractor will provide regular maintenance, repair and/or replacement for all radio equipment, as needed;
 - v) Contractor will ensure all radios are programmed and available, and that the radio system is operational prior to commencing work under the Contract, and that the radio system is able to operate efficiently and effectively

throughout the Library premises without interruption and must follow all FCC regulations.

A. Baton

- 1) Valid and current permit for Baton;
- 2) Straight Expandable/Straight Baton or Side Handle Expandable Baton/Side Handle Baton with Baton Ring for the use by assigned employees. Baton must comply with BSIS approved guidelines with the following specifications:
 - i) Material: Wood, synthetic (plastic) substance of equivalent physical properties to the wooden baton (strength, density, and toughness) aluminum, polycarbonate;
 - ii) Length: Between 14 inches and 24 inches, constant, or two section expandable;
 - iii) Weight: Weight in proportion to size as specified by manufacturer;
 - iv) Diameter: Short end: 1 inch to 1 ¼ inches; long end: ¾ inch to 1 ¼ inches;
 - v) Color: Wood may be brown and black, plastic/polycarbonate must be black, metal is black or chrome;
 - vi) Surface: Ends must be rounded blunt; no cutting, ridged, or sharp edges;
 - vii) Loading: Baton cannot be altered or filled with any substance that causes additional weight over manufacturer specifications;
 - viii) Grommet: Black rubber, slipped over the side handle of the baton;
 - ix) Strap: Baton may not be fitted with a strap.

B. Miscellaneous Accessories

- 1) One (1) Key Snap;
- 2) Four (4) keepers;
- 3) One (1) set Handcuffs plus key;
- 4) One (1) 500 Lumen (min.) flashlight;
- 5) Pepper spray (10% solution of oleoresin capsicum in a 1.47 oz. container and carried in holster);
- 6) One (1) Handcuff case;
- 7) Sam/Sally Browne belt, and;
- 8) Personal Protective Equipment (PPE) Pouch.

C. Vehicles

- 1) All vehicles will be provided by the Contractor, at Contractor expense;
- 2) Contractor will provide vehicles to provide relief, make rounds of inspections, conduct random site visits, and fulfill relief and supervisory responsibilities at the different libraries;
- 3) Contractor vehicles will be clearly and easily identifiable, in compliance with California Vehicle Code (VEH) 25279 and must be well maintained and kept clean at all times;
- 4) Contractor provided vehicles will be as follows:
 - i) Less than five (5) years old;
 - ii) In good condition/repair with no visible damages;
 - iii) Properly marked with company name and logo;
 - iv) Suitable for parking lot patrol;
 - v) Tires will be in good condition at all times.
 - vi) Will have the following items in the vehicle:
 - 1) First aid kit;
 - 2) 5lb ABC type fire extinguisher;
 - 3) Hand-held or vehicle spotlight;
 - 4) Traffic cones;
 - 5) Flares;
 - 6) Yellow scene management (banner guard type) tape.
- 5) Contractor will maintain and provide, upon request by County, a current vehicle list, including description, license plate numbers, and vehicle identification numbers of all Contractor owned vehicles used by assigned employees. All vehicles must be in safe operating condition in compliance with all California Vehicle Code regulations.
- 6) County may conduct periodic inspections of all Contractor vehicles used to provide services under the Contract.

6.7 Training

- 6.7.1** Contractor must provide training programs for all new employees and continuing in-service training for all employees.
- 6.7.2** Contractor's assigned employees must comply with the training, licensing, and certification requirements of the Department of Consumer Affairs (DCA), Bureau of Security and Investigative Services (BSIS), Title 16, Division 7 of the California Code of Regulations, Article 9, Skills Training

Course for Security Guards under the California Business and Professional sections 7581, 7583.5, 7583.6, and 7583.7.

6.7.3 Contractor must provide proof of training to the County upon completion of initial assignment and annually thereafter. Proof of training must include a list of subjects trained in and a signature from the employee acknowledging training and understanding. All company training records, including course materials, must be available for inspection at the request of the County. Training include but not limited to:

- A.** Sexual Harassment Prevention Training – Per Government Code 12950.1 (AB1825) Two (2) hours of classroom training regarding sexual harassment prevention for all supervisory employees.
- B.** Power to Arrest Training
- C.** Baton Training
- D.** Firearm Training
- E.** First Aid/CPR
- F.** Emergency Response Issues (Bomb Threat, Fire, Disruptive Behavior)
- G.** Emergency Procedures Related to Medical, Life / Safety and Acts of Nature
- H.** Evacuation Procedures – Power Outage and Hostage Taking
- I.** Threat Assessment
- J.** Detecting Unusual Behavior, Warning Signs, and Awareness
- K.** Conflict Management – De-escalating Situation
- L.** Recognizing Gender & Racial Harassment & Discrimination
- M.** Safety Awareness
- N.** Weapon of Mass Destruction & Terrorism Awareness
- O.** Customer Service

6.7.4 Prior to their first day of assignment, the Contractor will provide all the assigned employees with training and orientation regarding their assigned tasks and in the safe handling of equipment, including, but not limited to entry alarms, doors, work requirements, and restrictions. All equipment will be checked daily for safety. All employees must wear safety and protective gear according to OSHA standards.

6.7.5 County may audit Contractor's training classes and/or inspect employee training records, including but not limited to licenses, permits, and certifications at County's discretion.

6.7.6 Contractor will ensure that assigned employees understand their roles and responsibilities under the Contract to (1) intervene to prevent injurious acts to persons and property, (2) assist patrons and library personnel in

emergency situation, (3) provide a uniformed presence as a deterrent to crime, (4) de-escalate hostile, aggressive, and violent situations, (5) know the content and Location of Post Orders, (6) understand their role and responsibilities at the specific Location, and (7) provide a professional and courteous demeanor to County clients, employees, and other assigned employees.

6.7.7 Firearms

- A.** Contractor will require all assigned employees to qualify with their weapon twice annually, once during the first six (6) months of the calendar year and once during the second six (6) months of the calendar year according to BSIS regulations. Firearms qualification slips will be filed with Contractor, maintained in the Training File, and be available for audit by County personnel, upon request.
- B.** Contractor will ensure that all firearms training is in compliance with the California Firearms Training Standards prescribed by California Department of Consumer Affairs (DCA), Bureau of Investigative Services (BSIS). Firearms training is required for all assigned employees.

6.7.8 Contractor Business Continuity Plan (BCP) and Disaster Preparedness Plan (DPP) – Emergency Response and Training

- A.** In compliance with County Chief Executive Office, Emergency Management guidelines, County requires that Contractor submit a Business Continuity Plan (BCP) and Disaster Preparedness Plan (DPP) for each Location.
- B.** The Department is responsible for providing security for many essential County programs and services. Contractor's BCP and DPP are used for service restoration in the event of an emergency. In order to ensure uninterrupted services for essential County programs, Contractor will:
 - 1) Prepare a BCP and DPP for each location within thirty (30) calendar days of commencement of the Contract and submit to the County's Project Director and County's Project Manager for approval.
 - 2) Conduct emergency response drills for each library facility where services are provided, at a minimum of one (1) time per year. Emergency drills are to be conducted in cooperation with the Department personnel and/or local emergency responders and library facility administration personnel. Contractor will document and report the results of these emergency response drills to the County's Project Manager.
 - 3) Conduct a tabletop (scenario) BCP and DPP exercise, for each library facility where services are provided, at a minimum of one (1) time per year. The tabletop exercise will ensure that

information in BCP and DPP is complete and accurate and that the assigned employees know their responsibilities in an emergency. Results of tabletop (scenario) exercises are to be documented and reported to the County's Project Director and County' Project Manager. The report will include, but is not limited to, an overview of the exercise conducted, name and position of participant(s), nature of any deficiencies, a corrective action plan, and the timeframe to correct deficiencies. Contractor will ensure all information included in the BCP and DPP is accurate and complete. Contractor will update the BCP and DPP, including employee contact information, on an ongoing basis to ensure information contained in the BCP and DPP complete and accurate, and provide an updated copy to the County's Project Manager. All BCP and DPP is incorporated herein by this reference.

- 4) Failure to comply with the requirements of this Paragraph 6.7.8 may result in a County imposed Liquidated Damages against the Contractor and. If non-compliance persists, County may terminate or suspend the Contract.

6.8 Contractor's Office

Contractor must maintain an office with a telephone in the company's name where Contractor conducts business. The office must be staffed during the hours of 8:00 a.m. to 9:00 p.m., Monday through Friday, by at least one (1) employee who can respond to inquiries and complaints which may be received about the Contractor's performance of the Contract. When the office is closed, the Contractor's after-hours/emergency number will be utilized to address inquiries and complaints. If voicemail is utilized, the Contractor's Project Manager must respond within thirty (30) minutes of receipt of the initial call.

6.9 Contractor's Damage

Contractor will be responsible for the repair of all damages incurred to existing library facilities by the Contractor's employees. All repairs will be performed by the County, and the Contractor will reimburse the County for the value of the repair.

6.10 Emergency Procedures

- 6.10.1** Contractor will immediately report any property emergency situation such as vandalism, broken water pipes, windows, doors, etc., to the Library Staff and follow the instruction from the Library Staff.
- 6.10.2** Contractor will immediately call 911 for any medical emergency such as fainting, heart attack, seizure, choking, etc., and then provide First Aid or any assistance prior to the arrival of professional medical help. Attempt first aid ONLY if trained and qualified.
- 6.10.3** Contractor will immediately call 911 for any physical altercation emergency such as fighting, physical aggression, hostage situation, etc.,

and then attempted to de-escalate and gain control over the situation to prevent escalation until the arrival of law enforcement.

6.11 Safety

6.11.1 Contractor agrees to perform all work outlined in the Contract in a way that meets all accepted standards for safe practices related to the work; and agrees additionally to accept the sole responsibility for complying with all local, county, state, or other legal requirements at all times to protect all persons including the Contractor's employees, agents of the County, vendors, members of the public, or others from foreseeable injury or damage to their property or person.

6.11.2 Contractor will cooperate fully with County in the investigation of any accidental injury or death occurring on the premises including a complete written report thereof to the County within five (5) calendar days following the occurrence.

7.0 HOURS/DAY OF WORK

Contractor employees' hours and days of service will vary based on each Library facility as set forth in SOW Attachment 2 (Service Locations, Hours, and Number of Guards), of the SOW.

7.1 Assigned employees will arrive one (1) hour prior to the library opening and will leave fifteen (15) minutes after the library closes, unless otherwise authorized by the County.

7.2 Contractor is not required to provide services on County-recognized holidays or days of library facility closure. County will provide a list of County-recognized holidays upon commencement of the Contract.

8.0 WORK SCHEDULES

8.1 Contractor must submit for review and approval a work schedule for each facility to the County's Project Monitor within fifteen (15) days prior to the start of the Contract.

8.2 Contractor will have discretion over the deployment of assigned employees if service levels are met.

8.3 Post Assignments

8.3.1 Contractor will provide sufficient assigned employees to ensure there are no uncovered posts, in accordance with the County's staffing requirements, as set forth in SOW Attachment 2 (Service Locations, Hours, and Number of Guards), of the SOW, unless County gives written approval of an exception, modification, or change.

8.3.2 Assigned employees will not leave assigned posts until they are properly relieved.

8.3.3 Assigned employees will take breaks on site, i.e., Lunch on Post.

- 8.3.4** County will view any uncovered post as a breach of performance. More than three (3) incidents within a thirty (30) day period or three (3) consecutive days will result in liquidated damages, and possible termination of the Contract and/or debarment.

8.4 Absence

- 8.4.1** In the event of an assigned employees absence, Contractor will deploy a replacement Security Guard or the on-duty Security Supervisor to the library site immediately to always ensure coverage. If the Security Supervisor is deployed to stand post until a replacement Security Guard arrives, County will only be billed as the Security Guard rate while waiting for the replacement. The replacement will report to the Post within one (1) hour or less from unplanned absence notification.
- 8.4.2** In the event that the assigned employee must leave during the workday, Contractor will send a replacement Security Guard within one (1) hour or less of the assigned employee's unscheduled departure. If a Security Supervisor replaces a Security Guard, the Contractor will bill the County at the Security Guard's rate. Failure to replace the assigned employee will result in liquated damages.

9.0 UNANTICIPATED WORK

- 9.1** The County's Project Manager or designee may request and authorize the Contractor to perform unanticipated work.
- 9.2** Prior to performing any unanticipated work, the Contractor must prepare and submit a written description of the work to be performed with associated costs. All unanticipated work must be approved by the County's Project Manager or designee before beginning the work. In any case, no unanticipated work will commence without prior authorization. Contractor will submit a separate invoice to County after the completion of the service.
- 9.3 Unanticipated Work Due to Security Incidents**

When a condition exists wherein there is imminent danger of injury to the public or damage to property, and the assigned employee is ending their shift, the assigned employee will remain on shift to address the situation, as appropriate. As soon as it is safe to do so, the assigned employee will notify the Security Supervisor of the incident requiring extra time on the assignment. Security Supervisor or Contractor's Project Manager will notify the County's Project Manager or designee to advise them of the situation and request approval for the unanticipated work. A written estimate must be sent within twenty-four (24) hours of approval. Contractor will submit a separate invoice to the County after the completion of the service.

10.0 SIGN-IN REQUIREMENTS

All Contractor employees are required to sign-in and sign-out (in ink) with the date and time of arrival and departure. SOW Attachment 3 (Armed Security Guard Services Employee Sign-In/Sign-Out Log) of the SOW, is provided at each library facility and must be kept on site.

11.0 SPECIFIC WORK REQUIREMENTS

11.1 Performance Expectations

All assigned employees are required to adhere to the performance expectations listed below. In the event of an incident involving misuse of authority by assigned employees, the County may conduct an administrative investigation of allegations.

- A.** Must report to work in full uniform. No changing into or out of uniform on Library premises.
- B.** Must be punctual in accordance with Paragraph 7.1 (Hours/Days of Work), of the SOW.
- C.** Must continuously display courtesy, cultural sensitivity, good manners, and a professional and respectful demeanor.
- D.** Must remain awake, alert, and attentive during their shifts, without exception.
- E.** Must take all breaks, including meals, on-site. All library sites have an available staff/break room. Unauthorized areas for breaks and lunches are prohibited.
- F.** Must always maintain a professional appearance, including, but not limited to:
 - 1) Maintain long hair tied back (bun or ponytail).
 - 2) Sideburns, mustaches, and beards will be neatly trimmed and clean.
 - 3) No facial piercings.
 - 4) No visible tattoos.
 - 5) No excessively long nails
- G.** Must adhere to all regulations regarding proper use of firearms as set forth in California Penal Code sections 830.1 through 854.
- H.** Must maintain and handle all firearms and batons safely.
- I.** Prohibited from eating, reading, or using personal electronic devices, including radios, cellular telephones, televisions, at their posts at any time.
- J.** Prohibited from chewing gum.
- K.** Prohibited from wearing unauthorized hats, caps or bandanas.
- L.** Prohibited from wearing sunglasses indoors; or wearing sunglasses stacked on forehead.
- M.** Prohibited from leaning against walls, doors, etc.
- N.** Prohibited from indiscreet conduct or actions.
- O.** Prohibited from removing or borrowing items owned by County employees, including but not limited to radios, heaters, fans.
- P.** Prohibited from sitting inside a vehicle or driving a vehicle to monitor the library premises.

- Q.** Prohibited from using County telephones except for the purpose of contacting Security Supervisors.
- R.** Prohibited from excessive socializing with the public, County employees, or other assigned employees.
- S.** Prohibited from storing baton, firearms or Sam/Sally Browne belt at the library premises.
- T.** Prohibited from using firearms and batons as a measure of threat or intimidation, and instead, will be used only in life threatening or restraint situations.
- U.** Prohibited from bringing, carrying or using any firearms, holsters, and ammunition banned by California law (Penal Code 30510, 30515, and 32310) at any time.
- V.** Prohibited from cleaning their firearms on library premises at any time.
- W.** Prohibited from bringing contraband, flammables, sharp objects, and sporting goods onto library premises.

11.2 General Duties

All assigned employees are required to adhere to the following:

- A.** Become familiar with the assigned library premises.
- B.** Follow all Federal, State and local laws that apply to the provision of Armed Security Guard services, particularly those dealing with arrest, licensing, training, and certifications as set forth in California Penal Code sections 830.1 through 854, and with all Department rules and regulations.
- C.** Maintain a good working knowledge of self-defense and lawful public restraint procedures.
- D.** Upon initial arrival, perform a security inspection of the exterior of the library premises; once Library staff opens the building, perform a full security inspection of the interior.
- E.** Walk and monitor the interior and exterior of the library premises, including the parking lots and sidewalks, at least two (2) times per hour.
- F.** Detect and prevent individuals or groups from committing acts which are injurious to other individuals or to property.
- G.** Safeguard library premises against fire, theft, vandalism, and illegal entry.
- H.** React quickly and take command of emergent incidents and use sound judgment and discretion in handling unruly members of the public.
- I.** Detain for further investigation or arrest by local law enforcement when 1) the officer witnesses the commission of a felony or misdemeanor by such individual(s) or has reasonable cause to suspect that a felony or misdemeanor was committed by such individual(s), and 2) detention is necessary to prevent further harm.

- J.** Conduct searches, as necessary, for firearms and contraband, and provide details on individuals for investigations, detention, or arrest.
- K.** Contraband will not be taken or stored into temporary custody. Only contraband items resulting in an arrest will be confiscated and released to a law enforcement officer.
- L.** Provide information and assistance to the public as needed.
- M.** Monitor Library patron activity to ensure compliance with the Library's Customer Expectations Policy. Most current policy is found at <https://lacountylibrary.org/customer-expectations/>.
- N.** Investigate questionable acts or behavior observed or reported on library premises, and question witnesses and suspects to ascertain or verify facts, when there is reasonable suspicion and cause to do so.
- O.** Lock or unlock gates and doors as directed by Library Staff.
- P.** Ensure that only authorized personnel are permitted access to closed or restricted areas of the library premises and detain unidentified or unauthorized individuals.
- Q.** Respond to reports of ill or injured visitors, patrons, or employees; render first aid and notify local law enforcement and/or emergency personnel. Report incident to the Library Staff as soon as possible.
- R.** Relay reports of bomb threats immediately to corresponding local law enforcement and Library Staff; participate in bomb searches as directed law enforcement.
- S.** Respond to a scene of disturbance and/or locally activated fire, burglary, or other alarms, evaluate the situation, and take appropriate action.
- T.** Monitor building alarm systems and electronic surveillance equipment, such as closed-circuit television (CCTV) monitors, in buildings, halls, or parking lots, if available at the facility or as directed by Library Staff.
- U.** Receive additional training in the use of County-provided radio equipment, if applicable, including knowledge of all appropriate codes, and ensure that such equipment is properly used, stored and maintained as required.
- V.** Respond to Library Staff request to handle an emergency, as needed, during rest break and lunch break (lunch on post).
- W.** Complete and submit an incident report for each security incident.
- X.** Provide monthly (or as needed) written facility security assessments and recommendations.
- Y.** Prior to departure, perform a security inspection the interior and exterior of the library premises and once Library staff closes the building, escort Library staff to their vehicles, as requested.

11.3 Security Supervisor Duties

All Security Supervisors must adhere to the following:

- A.** Provide direction and instruction to assigned employees by making daily rounds of assigned library locations and monitoring performance under this Contract.
- B.** Explain post procedures, outlined above, to all assigned employees.
- C.** Immediately respond to on-site emergencies, providing support as needed.
- D.** Provide training to assigned employees under direct supervision and ensure that each employee fully understands the duties and services to be provided under this Contract, prior to starting work as set forth throughout the Contract.
- E.** Be available for inspections from the County.
- F.** Be available to the assigned employees during the assigned shift.
- G.** Provide technical and administrative advice to assigned employees, as appropriate.
- H.** Ensure that assigned coverage is appropriate and adequate to meet County requirements.
- I.** Inform assigned employees of any deviations from acceptable practices and procedures, instruct employees on the proper methods and procedures, and explain conditions in which deviations are permissible.
- J.** Respond to requests by assigned employees for assistance.
- K.** Have a thorough knowledge of radio usage and codes, and train assigned employees in these areas.
- L.** Conduct investigations of incidents and prepare a written memorandum or Incident Report (IR) as appropriate.
- M.** Provide relief for assigned employees, as necessary.
- N.** Conduct roll call briefings that include the following:
 - 1) Inspection of assigned employees
 - 2) Briefing of previous shift(s) activity and incidents
 - 3) Briefing of target hazards, special events, special requests.
 - 4) Issue earpiece radios, radios, radio holders and keys (as appropriate) to assigned employees.

11.4 Court Appearance and/or County Investigation

- 11.4.1** Assigned employees may be required to appear in court or make statements to investigators regarding incidents on library premises. If an assigned employee is called upon as a witness, County will reimburse Contractor for the court appearance or investigation interview, based on review and approval by the County.

11.4.2 County will pay up to eight (8) hours per day of straight time for each summoned assigned employees when a court appearance or investigation interview is required. If the court appearance or investigation interview occurs during an assigned employee's normal work shift, Contractor will provide back-up coverage which will be reimbursed at straight time.

11.4.3 Contractor will list court appearances and/or investigation interviews as a separate line item on Contractor's invoice, and must attach supporting document, such as a copy of the police report, Incident Report, subpoena, and/or written request for appearance. County will have the discretion to approve or deny invoice payment request based upon the documentation presented.

11.5 Reporting Requirements

Contractor and/or assigned employees will prepare, submit, and maintain the following documents; and the Contractor will submit the documents at the frequency defined or upon the request of the County.

11.5.1 Complaint Investigation Report

Contractor will submit a Complaint Investigation Report (CIR) within five (5) business days after receiving a complain. The CIR will outline the complaints, result of investigation, and corrective actions taken.

11.5.2 Training Program Reports

- A.** Contractor will ensure that all assigned employees remain current in all required training and certifications. Training may be provided in person or online.
- B.** Contractor will establish a method of tracking all required certificates, training, and training updates needed to maintain compliance with this Contract.
- C.** Contractor will be responsible for maintaining a Training File under the Employee File for each employee assigned to provide services under the Contract.

11.5.3 Notification of Infectious Potential

- A.** Contractor will immediately notify the County of any assigned employees reporting contact with, or evidencing signs or symptoms indicating the presence of, an infectious disease. Any assigned employees determined to have infectious potential will be removed from their assignment until it has been determined that the individual is no longer infectious as evidenced by a doctor's note.
- B.** County may provide, without incurring liability, referrals to Contractor and its assigned employees with respect to health examinations, vaccinations, or other medical treatment which may be necessitated as a result of infection potential notification.

11.5.4 Incident Report

Assigned employees will create and submit an incident report following any security, fire or medical incident where the assigned employee was notified or intervened. This report must include details related to time, place, description of situation, parties involved, action taken and the employee's signature. Completed reports must be submitted to the Security Supervisor, immediately, but no later than the end of shift. Security Supervisor will review the document, request additional information or clarification and approve with their signature. Once approved, the report must be forwarded to the County by the following day.

12.0 GREEN INITIATIVES

- 12.1** Contractor must use reasonable efforts to initiate "green" practices for environmental and energy conservation benefits.
- 12.2** Contractor must notify County's Project Manager of Contractor's new green initiatives prior to the Contract commencement.

13.0 NON-INTERFERENCE

Contractor will not interfere with the public use of the premises and will conduct its operations as to offer the least possible obstruction and inconvenience to the public or disruption to the peace and quiet of the area within which the services are performed.

EXHIBIT A

STATEMENT OF WORK ATTACHMENT

- **SOW Attachment 1** – Contract Discrepancy Report (CDR)
- **SOW Attachment 2** – Service Locations, Hours, and Number of Guards
- **SOW Attachment 3** – Armed Security Guard Services Employee Sign-In/Sign-Out Log

LA COUNTY LIBRARY CONTRACT DISCREPANCY REPORT

Date Submitted to Contractor: _____

TO: (Contractor) **John Doe**
ABC 123, Inc.

FROM:	Jane Smith Contract Services Unit	Phone No.: (562) 940 – 6780 email
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CONTRACT NO.	12345	CONTRACT TITLE:	Armed Security Guard Services – Area 100
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TYPE OF DISCREPANCY: _____

DISCREPANCY DETAILS:

CONTRACTOR RESPONSE INSTRUCTIONS:

1. Acknowledge the receipt of the Contract Discrepancy Report to the County Contract Project Manager within five (5) business days.
2. Review the discrepancy.
3. Review the Contract reference for compliance.
4. Identify the cause of the problem and determine a corrective action.
5. Respond to the Contract Discrepancy Report in writing by submitting a formal letter of response to the County Contract Project Monitor within ten (10) business days.

COUNTY EVALUATION OF CONTRACTOR RESPONSE:

County will evaluate the response and will reply to the Contractor indicating satisfactory or unsatisfactory completion of the corrective action.

LA COUNTY LIBRARY
Service Locations, Hours, And Number of Guards

AREA 500

Minimum Number of Guard	Library	Street	City	Zip Code	Mon	Tue	Wed	Thu	Fri	Sat	Sun
1	Library Headquarters	7400 E. Imperial Hwy.	Downey	90242	6-6	6-6	6-6	6-6	6-6	Closed	Closed
1	A C Bilbrew Library	150 E. El Segundo Blvd.	Los Angeles	90061	10-8	10-8	10-8	10-8	10-6	10-6	Closed
1	Alondra Library	11949 Alondra Blvd.	Norwalk	90650	10-6	12-8	12-8	10-6	10-6	Closed	Closed
1	Angelo M. Iacoboni Library	4990 Clark Ave.	Lakewood	90712	Closed	12-8	12-8	10-6	10-6	10-6	Closed
1	Artesia Library	18801 Elaine Ave.	Artesia	90701	Closed	12-8	12-8	10-6	10-6	10-6	Closed
1	Clifton M. Brakensiek Library	9945 E. Flower Street	Bellflower	90706	Closed	12-8	12-8	10-6	10-6	10-6	Closed
1	Compton Library	240 West Compton Blvd.	Compton	90220	Closed	12-8	12-8	10-6	10-6	10-6	Closed
1	East Rancho Dominguez Library	4420 East Rose Street	E. Rancho Dominguez	90221	10-8	10-8	10-8	10-8	10-6	10-6	Closed
2	Florence-Firestone Library and Community Service Center	7807 Compton Ave.	Los Angeles	90001	10-8	10-8	10-8	10-8	10-6	10-6	Closed
					8-5	8-5	8-5	8-5	8-5	Closed	Closed
1	George Nye Jr. Library	6600 Del Amo Blvd.	Lakewood	90713	10-6	12-8	12-8	10-6	10-6	Closed	Closed
1	Graham Library	1900 East Firestone Blvd.	Los Angeles	90001	10-8	10-8	10-8	10-8	10-6	10-6	Closed
1	Hawaiian Gardens Library	11940 Carson Street	Hawaiian Gardens	90716	Closed	12-8	12-8	10-6	10-6	10-6	Closed
1	Hollydale Library	12000 Garfield Ave.	South Gate	90280	10-6	12-8	12-8	10-6	10-6	Closed	Closed
1	La Mirada Library	13800 La Mirada Blvd.	La Mirada	90638	Closed	12-8	12-8	10-6	10-6	10-6	Closed
1	Leland R. Weaver Library	4035 Tweedy Blvd.	South Gate	90280	Closed	12-8	12-8	10-6	10-6	10-6	Closed
1	Lynwood Library	11320 Bullis Road	Lynwood	90262	Closed	12-8	12-8	10-6	10-6	10-6	Closed
1	Norwalk Library	12350 Imperial Hwy.	Norwalk	90650	Closed	12-8	12-8	10-6	10-6	10-6	Closed
1	Paramount Library	16254 Colorado Ave.	Paramount	90723	Closed	12-8	12-8	10-6	10-6	10-6	Closed
1	South Whittier Library	11543 Colima Road	Whittier	90604	10-8	10-8	10-8	10-8	10-6	10-6	Closed
1	Willowbrook Library	11737 Wilmington Ave.	Los Angeles	90059	10-8	10-8	10-8	10-8	10-6	10-6	Closed

Total # of Library Facilities 20

LA COUNTY LIBRARY

Service Locations, Hours, And Number of Guards

Facilities Serviced Upon Request Only - Area 500

Library Facilities	Address	City	Zip Code
Acton Agua Dulce Library	33792 Crown Valley Rd.	Acton	93510
Agoura Hills Library	29901 Ladyface Court	Agoura Hills	91301
Anthony Quinn Library	3965 Cesar E. Chavez Ave.	Los Angeles	90063
Avalon Library	215 Sumner Ave.	Avalon	90704
Baldwin Park Library	4181 Baldwin Park Blvd.	Baldwin Park	91706
Bell Gardens Library	7110 S. Garfield Ave.	Bell Gardens	90201
Bell Library	4411 East Gage Ave.	Bell	90201
Carson Library	151 East Carson Street	Carson	90745
Castaic Library	27971 Sloan Canyon Road	Castaic	91384
Charter Oak Library	20540 Arrow Highway, Suite K	Covina	91724
Chet Holifield Library	1060 South Greenwood Ave.	Montebello	90640
City Terrace Library	4025 East City Terrace Drive	Los Angeles	90063
Claremont Helen Renwick Library	208 N. Harvard Ave.	Claremont	91711
Cudahy Library	5218 Santa Ana Street	Cudahy	90201
Culver City Julian Dixon Library	4975 Overland Ave.	Culver City	90230
Diamond Bar Library	21800 Copley Dr.	Diamond Bar	91765
Dr. Martin Luther King, Jr. Library	17906 South Avalon Blvd.	Carson	90746
Duarte Library	1301 Buena Vista Street	Duarte	91010
East Los Angeles Library	4837 East 3rd Street	Los Angeles	90022
El Camino Real Library	4264 East Whittier Blvd.	Los Angeles	90023
El Monte Library	3224 Tyler Ave.	El Monte	91731
Gardena Mayme Dear Library	1731 West Gardena Blvd.	Gardena	90247
Hacienda Heights Library	16010 La Monde Street	Hacienda Heights	91745
Hawthorne Library	12700 Grevillea Ave.	Hawthorne	90250
Hermosa Beach Library	550 Pier Ave.	Hermosa Beach	90254
Huntington Park Library	6518 Miles Ave.	Huntington Park	90255
La Canada Flintridge Library	4545 North Oakwood Ave.	La Canada Flintridge	91011
La Crescenta Library	2809 Foothill Blvd.	La Crescenta	91214
La Puente Library	15920 East Central Ave.	La Puente	91744
La Verne Library	3640 D. Street	La Verne	91750
Lake Los Angeles Library	16921 East Ave. O, #A	Palmdale	93591
Lancaster Library	601 W. Lancaster Blvd.	Lancaster	93534
Lawndale Library	14615 Burin Ave.	Lawndale	90260
Lennox Library	4359 Lennox Blvd.	Lennox	90304
Littlerock Library	35119 80th Street East	Littlerock	93543
Live Oak Library	22 W. Live Oak Ave.	Arcadia	91007
Lloyd Taber-Marina Del Rey Library	4533 Admiralty Way	Marina del Rey	90292
Lomita Library	24200 Narbonne Ave.	Lomita	90717
Los Nietos Library	8511 Duchess Drive	Whittier	90606
Malibu Library	23519 West Civic Center Way	Malibu	90265
Manhattan Beach Library	1320 Highland Ave.	Manhattan Beach	90266
Masao W. Satow Library	14433 South Crenshaw Blvd.	Gardena	90249
Maywood Cesar Chavez Library	4323 East Slauson Ave.	Maywood	90270
Montebello Library	1550 West Beverly Blvd.	Montebello	90640
North County Regional Office	21182 Centre Pointe Parkway, #130	Santa Clarita	91350
Norwood Library	4550 North Peck Road	El Monte	91732
Pico Rivera Library	9001 Mines Ave.	Pico Rivera	90660
Quartz Hill Library	5040 West Ave. M-2	Quartz Hill	93536

LA COUNTY LIBRARY

Service Locations, Hours, And Number of Guards

Facilities Serviced Upon Request Only - Area 500

Library Facilities	Address	City	Zip Code
Rivera Library	7828 S. Serapis Ave.	Pico Rivera	90660
Rosemead Library	8800 Valley Blvd.	Rosemead	91770
Rowland Heights Library	1850 Nogales Street	Rowland Heights	91748
San Dimas Library	145 North Walnut Ave.	San Dimas	91773
San Fernando Library	217 N. Maclay Ave.	San Fernando	91340
San Gabriel Library	500 South Del Mar Ave.	San Gabriel	91776
Sorensen Library	6934 Broadway Ave.	Whittier	90606
South El Monte Library	1430 North Central Ave.	South El Monte	91733
Stevenson Ranch Library	25950 The Old Rd.	Stevenson Ranch	91381
Sunkist Library	840 North Puente Ave.	La Puente	91746
Temple City Library	5939 Golden West Ave.	Temple City	91780
Topanga Library	122 N. Topanga Canyon Blvd.	Topanga	90290
View Park Bebe Moore Campbell Library	3854 W. 54th Street	Los Angeles	90043
Walnut Library	21155 La Puente Road	Walnut	91789
West Covina Library	1601 West Covina Parkway	West Covina	91790
West Hollywood Library	625 N. San Vicente Blvd.	West Hollywood	90069
Westlake Village Library	31220 Oak Crest Dr.	Westlake Village	91361
Wiseburn Library	5335 West 135th Street	Hawthorne	90250
Woodcrest Library	1340 West 106th Street	Los Angeles	90044
Hollypark Service Center	2150 W. 120th Street	Hawthorne	90250
Norwalk Government Center	12440 E Imperial Hwy	Downey	90650
Antelope Valley East Bookmobile	North County Regional Office	Santa Clarita	91350
Antelope Valley West Bookmobile	Lancaster Library	Lancaster	93535
East Bookmobile	West Covina Library	West Covina	91790
Gateway Bookmobile	West Covina Library	West Covina	91791

ARMED SECURITY GUARD SERVICES EMPLOYEE SIGN-IN/SIGN-OUT LOG

LIBRARY FACILITY: _____ MONTH/YEAR: _____

Attention: All security contractor employees must sign-in & out upon arrival, lunch, and departure. Please refer to the instruction at the bottom of this form.

Date	Name (First & Last) (Please Print)	Arrival Time \	Lunch		Departure Time	Signature
			Out	In		
		:	:	:	:	
		:	:	:	:	
		:	:	:	:	
		:	:	:	:	
		:	:	:	:	
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		:	:	:	:	
		:	:	:	:	

Contractor Employees: ALL employees are to sign in & out (Includes: Armed Security Guard, Armed Security Guard Supervisors, Contractor Project Manager, etc). No unauthorized employee is allowed in the building without prior approval from the LA County Library Contract.

- Library Staff:**
1. Please ensure name of Library and month/year is completed at top of this document
 2. Please email this document to Contract Services Unit at: Contractservices@library.lacounty.gov
(Note: please include Form name and Library name on email subject line)
- (DO NOT MAIL OR FAX THIS DOCUMENT)

PRICING SCHEDULE

PRICING SCHEDULE ARMED SECURITY SERVICES

PAGE 1 OF 1

FACILITY: Library Headquarters

STAFFING AND RATES

Position Titles	Number of Employees Assigned	Hours of Service		Hourly Rate
		Hours per Week	Hours per Month	
Supervisor: Armed Supervisor	5	167.8	727.13	\$26.50
Armed Guard: Armed Guard	2	66.25	287.08	\$24.50
Unarmed Guard: Unarmed Guard	0	0	0.00	\$19.50

*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.

COST

In accordance with the Specific Work Requirements of the Statement of Work (SOW) and its frequencies, the Proposer is herewith submitting the following Pricing Schedule for the work to be performed at this facility.

TOTAL SERVICE COST PER YEAR:

\$562,657.73

FLAT DAILY RATE:

Armed Security Guard Flat Daily Rate to be added or deducted to Annual Contactor's Fee when increasing or reducing days of service at this library.

\$853.24 per day (use figures)

FLAT DAILY RATE:

Unarmed Security Guard Flat Daily Rate to be added or deducted to Annual Contactor's Fee when increasing or reducing days of service at this library.

\$703.31 per day (use figures)

By submission of this Proposal, Proposer certifies that the prices quoted herein have been arrived at independently without consultation, communication, or agreement with any other Proposer or competitor for the purpose of restricting competition.

PRICING SCHEDULE ARMED SECURITY SERVICES

PAGE 1 OF 1

FACILITY: A C Billbrew Library

STAFFING AND RATES

Position Titles	Number of Employees Assigned	Hours of Service		Hourly Rate
		Hours per Week	Hours per Month	
Supervisor: Armed Supervisor	See Library Headquarters	See Library Headquarters	See Library Headquarters	See Library Headquarters
Armed Guard: Armed Guard	2	63.50	275.17	\$24.50
Unarmed Guard: Unarmed Guard	0	0	0.00	\$19.50

*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.

COST

In accordance with the Specific Work Requirements of the Statement of Work (SOW) and its frequencies, the Proposer is herewith submitting the following Pricing Schedule for the work to be performed at this facility.

TOTAL SERVICE COST PER YEAR:

\$127,655.32

FLAT DAILY RATE:

Armed Security Guard Flat Daily Rate to be added or deducted to Annual Contactor's Fee when increasing or reducing days of service at this library.

\$707.36 per day (use figures)

FLAT DAILY RATE:

Unarmed Security Guard Flat Daily Rate to be added or deducted to Annual Contactor's Fee when increasing or reducing days of service at this library.

\$587.60 per day (use figures)

By submission of this Proposal, Proposer certifies that the prices quoted herein have been arrived at independently without consultation, communication, or agreement with any other Proposer or competitor for the purpose of restricting competition.

PRICING SCHEDULE ARMED SECURITY SERVICES

PAGE 1 OF 1

FACILITY: Alondra Library

STAFFING AND RATES

Position Titles	Number of Employees Assigned	Hours of Service		Hourly Rate
		Hours per Week	Hours per Month	
Supervisor: Armed Supervisor	See Library Headquarters	See Library Headquarters	See Library Headquarters	See Library Headquarters
Armed Guard: Armed Guard	2	46.25	200.42	\$24.50
Unarmed Guard: Unarmed Guard	0	0	0.00	\$19.50

*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.

COST

In accordance with the Specific Work Requirements of the Statement of Work (SOW) and its frequencies, the Proposer is herewith submitting the following Pricing Schedule for the work to be performed at this facility.

TOTAL SERVICE COST PER YEAR:

\$92,977.30

FLAT DAILY RATE:

Armed Security Guard Flat Daily Rate to be added or deducted to Annual Contactor's Fee when increasing or reducing days of service at this library.

\$595.66 per day (use figures)

FLAT DAILY RATE:

Unarmed Security Guard Flat Daily Rate to be added or deducted to Annual Contactor's Fee when increasing or reducing days of service at this library.

\$490.99 per day (use figures)

By submission of this Proposal, Proposer certifies that the prices quoted herein have been arrived at independently without consultation, communication, or agreement with any other Proposer or competitor for the purpose of restricting competition.

PRICING SCHEDULE ARMED SECURITY SERVICES

PAGE 1 OF 1

FACILITY: Angelo M. Iacoboni Library

STAFFING AND RATES

Position Titles	Number of Employees Assigned	Hours of Service		Hourly Rate
		Hours per Week	Hours per Month	
Supervisor: Armed Supervisor	See Library Headquarters	See Library Headquarters	See Library Headquarters	See Library Headquarters
Armed Guard: Armed Guard	1	46.25	200.42	\$24.50
Unarmed Guard: Unarmed Guard	0	0	0.00	\$19.50

*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.

COST

In accordance with the Specific Work Requirements of the Statement of Work (SOW) and its frequencies, the Proposer is herewith submitting the following Pricing Schedule for the work to be performed at this facility.

TOTAL SERVICE COST PER YEAR:

\$92,977.30

FLAT DAILY RATE:

Armed Security Guard Flat Daily Rate to be added or deducted to Annual Contactor's Fee when increasing or reducing days of service at this library.

\$595.66 per day (use figures)

FLAT DAILY RATE:

Unarmed Security Guard Flat Daily Rate to be added or deducted to Annual Contactor's Fee when increasing or reducing days of service at this library.

\$490.99 per day (use figures)

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PRICING SCHEDULE ARMED SECURITY SERVICES

PAGE 1 OF 1

FACILITY: Artesia Library

STAFFING AND RATES

Position Titles	Number of Employees Assigned	Hours of Service		Hourly Rate
		Hours per Week	Hours per Month	
Supervisor: Armed Supervisor	See Library Headquarters	See Library Headquarters	See Library Headquarters	See Library Headquarters
Armed Guard: Armed Guard	1	46.25	200.42	\$24.50
Unarmed Guard: Unarmed Guard	0	0	0.00	\$19.50

*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.

COST

In accordance with the Specific Work Requirements of the Statement of Work (SOW) and its frequencies, the Proposer is herewith submitting the following Pricing Schedule for the work to be performed at this facility.

TOTAL SERVICE COST PER YEAR:

\$92,977.30

FLAT DAILY RATE:

Armed Security Guard Flat Daily Rate to be added or deducted to Annual Contactor's Fee when increasing or reducing days of service at this library.

\$595.66 per day (use figures)

FLAT DAILY RATE:

Unarmed Security Guard Flat Daily Rate to be added or deducted to Annual Contactor's Fee when increasing or reducing days of service at this library.

\$490.99 per day (use figures)

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PRICING SCHEDULE ARMED SECURITY SERVICES

PAGE 1 OF 1

FACILITY: Clifton M. Brakensiek Library

STAFFING AND RATES

Position Titles	Number of Employees Assigned	Hours of Service		Hourly Rate
		Hours per Week	Hours per Month	
Supervisor: Armed Supervisor	See Library Headquarters	See Library Headquarters	See Library Headquarters	See Library Headquarters
Armed Guard: Armed Guard	1	46.25	200.42	\$24.50
Unarmed Guard: Unarmed Guard	0	0	0.00	\$19.50

*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.

COST

In accordance with the Specific Work Requirements of the Statement of Work (SOW) and its frequencies, the Proposer is herewith submitting the following Pricing Schedule for the work to be performed at this facility.

TOTAL SERVICE COST PER YEAR:

\$92,977.30

FLAT DAILY RATE:

Armed Security Guard Flat Daily Rate to be added or deducted to Annual Contactor's Fee when increasing or reducing days of service at this library.

\$595.66 per day (use figures)

FLAT DAILY RATE:

Unarmed Security Guard Flat Daily Rate to be added or deducted to Annual Contactor's Fee when increasing or reducing days of service at this library.

\$490.99 per day (use figures)

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PRICING SCHEDULE ARMED SECURITY SERVICES

PAGE 1 OF 1

FACILITY: Compton Library

STAFFING AND RATES

Position Titles	Number of Employees Assigned	Hours of Service		Hourly Rate
		Hours per Week	Hours per Month	
Supervisor: Armed Supervisor	See Library Headquarters	See Library Headquarters	See Library Headquarters	See Library Headquarters
Armed Guard: Armed Guard	1	46.25	200.42	\$24.50
Unarmed Guard: Unarmed Guard	0	0	0.00	\$19.50

*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.

COST

In accordance with the Specific Work Requirements of the Statement of Work (SOW) and its frequencies, the Proposer is herewith submitting the following Pricing Schedule for the work to be performed at this facility.

TOTAL SERVICE COST PER YEAR:

\$92,977.30

FLAT DAILY RATE:

Armed Security Guard Flat Daily Rate to be added or deducted to Annual Contactor's Fee when increasing or reducing days of service at this library.

\$595.66 per day (use figures)

FLAT DAILY RATE:

Unarmed Security Guard Flat Daily Rate to be added or deducted to Annual Contactor's Fee when increasing or reducing days of service at this library.

\$490.99 per day (use figures)

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PRICING SCHEDULE ARMED SECURITY SERVICES

PAGE 1 OF 1

FACILITY: East Rancho Dominguez Library

STAFFING AND RATES

Position Titles	Number of Employees Assigned	Hours of Service		Hourly Rate
		Hours per Week	Hours per Month	
Supervisor: Armed Supervisor	See Library Headquarters	See Library Headquarters	See Library Headquarters	See Library Headquarters
Armed Guard: Armed Guard	2	63.50	275.17	\$24.50
Unarmed Guard: Unarmed Guard	0	0	0.00	\$19.50

*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.

COST

In accordance with the Specific Work Requirements of the Statement of Work (SOW) and its frequencies, the Proposer is herewith submitting the following Pricing Schedule for the work to be performed at this facility.

TOTAL SERVICE COST PER YEAR:

\$127,655.32

FLAT DAILY RATE:

Armed Security Guard Flat Daily Rate to be added or deducted to Annual Contactor's Fee when increasing or reducing days of service at this library.

\$707.36 per day (use figures)

FLAT DAILY RATE:

Unarmed Security Guard Flat Daily Rate to be added or deducted to Annual Contactor's Fee when increasing or reducing days of service at this library.

\$587.60 per day (use figures)

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PRICING SCHEDULE ARMED SECURITY SERVICES

PAGE 1 OF 1

FACILITY: Florence-Firestone Library and Community Service Center

STAFFING AND RATES

Position Titles	Number of Employees Assigned	Hours of Service		Hourly Rate
		Hours per Week	Hours per Month	
Supervisor: Armed Supervisor	See Library Headquarters	See Library Headquarters	See Library Headquarters	See Library Headquarters
Armed Guard: Armed Guard	5	127.00	550.33	\$24.50
Unarmed Guard: Unarmed Guard	0	0	0.00	\$19.50

*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.

COST

In accordance with the Specific Work Requirements of the Statement of Work (SOW) and its frequencies, the Proposer is herewith submitting the following Pricing Schedule for the work to be performed at this facility.

TOTAL SERVICE COST PER YEAR:

\$255,310.64

FLAT DAILY RATE:

Armed Security Guard Flat Daily Rate to be added or deducted to Annual Contactor's Fee when increasing or reducing days of service at this library.

\$862.36 per day (use figures)

FLAT DAILY RATE:

Unarmed Security Guard Flat Daily Rate to be added or deducted to Annual Contactor's Fee when increasing or reducing days of service at this library.

\$742.60 per day (use figures)

By submission of this Proposal, Proposer certifies that the prices quoted herein have been arrived at independently without consultation, communication, or agreement with any other Proposer or competitor for the purpose of restricting competition.

PRICING SCHEDULE ARMED SECURITY SERVICES

PAGE 1 OF 1

FACILITY: George Nye Jr. Library

STAFFING AND RATES

Position Titles	Number of Employees Assigned	Hours of Service		Hourly Rate
		Hours per Week	Hours per Month	
Supervisor: Armed Supervisor	See Library Headquarters	See Library Headquarters	See Library Headquarters	See Library Headquarters
Armed Guard: Armed Guard	1	46.25	200.42	\$24.50
Unarmed Guard: Unarmed Guard	0	0	0.00	\$19.50

*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.

COST

In accordance with the Specific Work Requirements of the Statement of Work (SOW) and its frequencies, the Proposer is herewith submitting the following Pricing Schedule for the work to be performed at this facility.

TOTAL SERVICE COST PER YEAR:

\$92,977.30

FLAT DAILY RATE:

Armed Security Guard Flat Daily Rate to be added or deducted to Annual Contactor's Fee when increasing or reducing days of service at this library.

\$595.66 per day (use figures)

FLAT DAILY RATE:

Unarmed Security Guard Flat Daily Rate to be added or deducted to Annual Contactor's Fee when increasing or reducing days of service at this library.

\$490.99 per day (use figures)

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PRICING SCHEDULE ARMED SECURITY SERVICES

PAGE 1 OF 1

FACILITY: Graham Library

STAFFING AND RATES

Position Titles	Number of Employees Assigned	Hours of Service		Hourly Rate
		Hours per Week	Hours per Month	
Supervisor: Armed Supervisor	See Library Headquarters	See Library Headquarters	See Library Headquarters	See Library Headquarters
Armed Guard: Armed Guard	2	63.50	275.17	\$24.50
Unarmed Guard: Unarmed Guard	0	0	0.00	\$19.50

*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.

COST

In accordance with the Specific Work Requirements of the Statement of Work (SOW) and its frequencies, the Proposer is herewith submitting the following Pricing Schedule for the work to be performed at this facility.

TOTAL SERVICE COST PER YEAR:

\$127,655.32

FLAT DAILY RATE:

Armed Security Guard Flat Daily Rate to be added or deducted to Annual Contactor's Fee when increasing or reducing days of service at this library.

\$707.36 per day (use figures)

FLAT DAILY RATE:

Unarmed Security Guard Flat Daily Rate to be added or deducted to Annual Contactor's Fee when increasing or reducing days of service at this library.

\$587.60 per day (use figures)

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PRICING SCHEDULE ARMED SECURITY SERVICES

PAGE 1 OF 1

FACILITY: Hawaiian Gardens Library

STAFFING AND RATES

Position Titles	Number of Employees Assigned	Hours of Service		Hourly Rate
		Hours per Week	Hours per Month	
Supervisor: Armed Supervisor	See Library Headquarters	See Library Headquarters	See Library Headquarters	See Library Headquarters
Armed Guard: Armed Guard	1	46.25	200.42	\$24.50
Unarmed Guard: Unarmed Guard	0	0	0.00	\$19.50

*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.

COST

In accordance with the Specific Work Requirements of the Statement of Work (SOW) and its frequencies, the Proposer is herewith submitting the following Pricing Schedule for the work to be performed at this facility.

TOTAL SERVICE COST PER YEAR:

\$92,977.30

FLAT DAILY RATE:

Armed Security Guard Flat Daily Rate to be added or deducted to Annual Contactor's Fee when increasing or reducing days of service at this library.

\$595.66 per day (use figures)

FLAT DAILY RATE:

Unarmed Security Guard Flat Daily Rate to be added or deducted to Annual Contactor's Fee when increasing or reducing days of service at this library.

\$490.99 per day (use figures)

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PRICING SCHEDULE ARMED SECURITY SERVICES

PAGE 1 OF 1

FACILITY: Hollydale Library

STAFFING AND RATES

Position Titles	Number of Employees Assigned	Hours of Service		Hourly Rate
		Hours per Week	Hours per Month	
Supervisor: Armed Supervisor	See Library Headquarters	See Library Headquarters	See Library Headquarters	See Library Headquarters
Armed Guard: Armed Guard	1	46.25	200.42	\$24.50
Unarmed Guard: Unarmed Guard	0	0	0.00	\$19.50

*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.

COST

In accordance with the Specific Work Requirements of the Statement of Work (SOW) and its frequencies, the Proposer is herewith submitting the following Pricing Schedule for the work to be performed at this facility.

TOTAL SERVICE COST PER YEAR:

\$92,977.30

FLAT DAILY RATE:

Armed Security Guard Flat Daily Rate to be added or deducted to Annual Contactor's Fee when increasing or reducing days of service at this library.

\$595.66 per day (use figures)

FLAT DAILY RATE:

Unarmed Security Guard Flat Daily Rate to be added or deducted to Annual Contactor's Fee when increasing or reducing days of service at this library.

\$490.99 per day (use figures)

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PRICING SCHEDULE ARMED SECURITY SERVICES

PAGE 1 OF 1

FACILITY: La Mirada Library

STAFFING AND RATES

Position Titles	Number of Employees Assigned	Hours of Service		Hourly Rate
		Hours per Week	Hours per Month	
Supervisor: Armed Supervisor	See Library Headquarters	See Library Headquarters	See Library Headquarters	See Library Headquarters
Armed Guard: Armed Guard	1	46.25	200.42	\$24.50
Unarmed Guard: Unarmed Guard	0	0	0.00	\$19.50

*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.

COST

In accordance with the Specific Work Requirements of the Statement of Work (SOW) and its frequencies, the Proposer is herewith submitting the following Pricing Schedule for the work to be performed at this facility.

TOTAL SERVICE COST PER YEAR:

\$92,977.30

FLAT DAILY RATE:

Armed Security Guard Flat Daily Rate to be added or deducted to Annual Contactor's Fee when increasing or reducing days of service at this library.

\$595.66 per day (use figures)

FLAT DAILY RATE:

Unarmed Security Guard Flat Daily Rate to be added or deducted to Annual Contactor's Fee when increasing or reducing days of service at this library.

\$490.99 per day (use figures)

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PRICING SCHEDULE ARMED SECURITY SERVICES

PAGE 1 OF 1

FACILITY: Leland R. Weaver Library

STAFFING AND RATES

Position Titles	Number of Employees Assigned	Hours of Service		Hourly Rate
		Hours per Week	Hours per Month	
Supervisor: Armed Supervisor	See Library Headquarters	See Library Headquarters	See Library Headquarters	See Library Headquarters
Armed Guard: Armed Guard	1	46.25	200.42	\$24.50
Unarmed Guard: Unarmed Guard	0	0	0.00	\$19.50

*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.

COST

In accordance with the Specific Work Requirements of the Statement of Work (SOW) and its frequencies, the Proposer is herewith submitting the following Pricing Schedule for the work to be performed at this facility.

TOTAL SERVICE COST PER YEAR:

\$92,977.30

FLAT DAILY RATE:

Armed Security Guard Flat Daily Rate to be added or deducted to Annual Contactor's Fee when increasing or reducing days of service at this library.

\$595.66 per day (use figures)

FLAT DAILY RATE:

Unarmed Security Guard Flat Daily Rate to be added or deducted to Annual Contactor's Fee when increasing or reducing days of service at this library.

\$490.99 per day (use figures)

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PRICING SCHEDULE ARMED SECURITY SERVICES

PAGE 1 OF 1

FACILITY: Lynwood Library

STAFFING AND RATES

Position Titles	Number of Employees Assigned	Hours of Service		Hourly Rate
		Hours per Week	Hours per Month	
Supervisor: Armed Supervisor	See Library Headquarters	See Library Headquarters	See Library Headquarters	See Library Headquarters
Armed Guard: Armed Guard	1	46.25	200.42	\$24.50
Unarmed Guard: Unarmed Guard	0	0	0.00	\$19.50

*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.

COST

In accordance with the Specific Work Requirements of the Statement of Work (SOW) and its frequencies, the Proposer is herewith submitting the following Pricing Schedule for the work to be performed at this facility.

TOTAL SERVICE COST PER YEAR:

\$92,977.30

FLAT DAILY RATE:

Armed Security Guard Flat Daily Rate to be added or deducted to Annual Contactor's Fee when increasing or reducing days of service at this library.

\$595.66 per day (use figures)

FLAT DAILY RATE:

Unarmed Security Guard Flat Daily Rate to be added or deducted to Annual Contactor's Fee when increasing or reducing days of service at this library.

\$490.99 per day (use figures)

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PRICING SCHEDULE ARMED SECURITY SERVICES

PAGE 1 OF 1

FACILITY: Norwalk Library

STAFFING AND RATES

Position Titles	Number of Employees Assigned	Hours of Service		Hourly Rate
		Hours per Week	Hours per Month	
Supervisor: Armed Supervisor	See Library Headquarters	See Library Headquarters	See Library Headquarters	See Library Headquarters
Armed Guard: Armed Guard	1	46.25	200.42	\$24.50
Unarmed Guard: Unarmed Guard	0	0	0.00	\$19.50

*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.

COST

In accordance with the Specific Work Requirements of the Statement of Work (SOW) and its frequencies, the Proposer is herewith submitting the following Pricing Schedule for the work to be performed at this facility.

TOTAL SERVICE COST PER YEAR:

\$92,977.30

FLAT DAILY RATE:

Armed Security Guard Flat Daily Rate to be added or deducted to Annual Contactor's Fee when increasing or reducing days of service at this library.

\$595.66 per day (use figures)

FLAT DAILY RATE:

Unarmed Security Guard Flat Daily Rate to be added or deducted to Annual Contactor's Fee when increasing or reducing days of service at this library.

\$490.99 per day (use figures)

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PRICING SCHEDULE ARMED SECURITY SERVICES

PAGE 1 OF 1

FACILITY: Paramount Library

STAFFING AND RATES

Position Titles	Number of Employees Assigned	Hours of Service		Hourly Rate
		Hours per Week	Hours per Month	
Supervisor: Armed Supervisor	See Library Headquarters	See Library Headquarters	See Library Headquarters	See Library Headquarters
Armed Guard: Armed Guard	1	46.25	200.42	\$24.50
Unarmed Guard: Unarmed Guard	0	0	0.00	\$19.50

*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.

COST

In accordance with the Specific Work Requirements of the Statement of Work (SOW) and its frequencies, the Proposer is herewith submitting the following Pricing Schedule for the work to be performed at this facility.

TOTAL SERVICE COST PER YEAR:

\$92,977.30

FLAT DAILY RATE:

Armed Security Guard Flat Daily Rate to be added or deducted to Annual Contactor's Fee when increasing or reducing days of service at this library.

\$595.66 per day (use figures)

FLAT DAILY RATE:

Unarmed Security Guard Flat Daily Rate to be added or deducted to Annual Contactor's Fee when increasing or reducing days of service at this library.

\$490.99 per day (use figures)

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PRICING SCHEDULE ARMED SECURITY SERVICES

PAGE 1 OF 1

FACILITY: South Whittier Library

STAFFING AND RATES

Position Titles	Number of Employees Assigned	Hours of Service		Hourly Rate
		Hours per Week	Hours per Month	
Supervisor: Armed Supervisor	See Library Headquarters	See Library Headquarters	See Library Headquarters	See Library Headquarters
Armed Guard: Armed Guard	2	63.50	275.17	\$24.50
Unarmed Guard: Unarmed Guard	0	0	0.00	\$19.50

*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.

COST

In accordance with the Specific Work Requirements of the Statement of Work (SOW) and its frequencies, the Proposer is herewith submitting the following Pricing Schedule for the work to be performed at this facility.

TOTAL SERVICE COST PER YEAR:

\$127,655.32

FLAT DAILY RATE:

Armed Security Guard Flat Daily Rate to be added or deducted to Annual Contactor's Fee when increasing or reducing days of service at this library.

\$707.36 per day (use figures)

FLAT DAILY RATE:

Unarmed Security Guard Flat Daily Rate to be added or deducted to Annual Contactor's Fee when increasing or reducing days of service at this library.

\$587.60 per day (use figures)

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PRICING SCHEDULE ARMED SECURITY SERVICES

PAGE 1 OF 1

FACILITY: Willowbrook Library

STAFFING AND RATES

Position Titles	Number of Employees Assigned	Hours of Service		Hourly Rate
		Hours per Week	Hours per Month	
Supervisor: Armed Supervisor	See Library Headquarters	See Library Headquarters	See Library Headquarters	See Library Headquarters
Armed Guard: Armed Guard	2	63.50	275.17	\$24.50
Unarmed Guard: Unarmed Guard	0	0	0.00	\$19.50

*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.

COST

In accordance with the Specific Work Requirements of the Statement of Work (SOW) and its frequencies, the Proposer is herewith submitting the following Pricing Schedule for the work to be performed at this facility.

TOTAL SERVICE COST PER YEAR:

\$127,655.32

FLAT DAILY RATE:

Armed Security Guard Flat Daily Rate to be added or deducted to Annual Contactor's Fee when increasing or reducing days of service at this library.

\$707.36 per day (use figures)

FLAT DAILY RATE:

Unarmed Security Guard Flat Daily Rate to be added or deducted to Annual Contactor's Fee when increasing or reducing days of service at this library.

\$587.60 per day (use figures)

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CONTRACTOR'S PROPOSED SCHEDULE

CONTRACTOR'S PROPOSED SCHEDULE

Page 1 of 2

HONORABLE BOARD OF SUPERVISORS
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

The undersigned offers to provide all services and supplies necessary for armed security guard services at the LA County Library Armed Security Guard Services – **Area 500** as identified in the attached specifications.

Said work will be done for the period prescribed and, in the manner, set forth in said specifications and compensation therefore will be computed under the formula provided therein based upon the hereinafter proposal price. I agree that if my proposal is accepted by the County, I will commence LA County Library armed security guard services on 15 days' notice.

I agree to provide the specified services at LA County Library in accordance with the attached specifications for the following submitted compensation which will apply to weekday, weekend, holiday, overtime, and extra personnel coverage.

STANDARD SERVICE PROPOSALS

MONTHLY CONTRACTOR FEE FOR AREA 500:

\$ 222,079.16 per month (use figures)

ANNUAL CONTRACTOR FEE FOR AREA 500:

\$ 2,664,949.87 per year (use figures)

For total annual cost of each individual library facility within this Area, See Exhibit B – Pricing Schedule.

EMPLOYEE RATES FOR AREA 500:Armed Security Guard Supervisors: Minimum Hourly Wage: \$26.50Armed Security Guards: Minimum Hourly Wage: \$24.50

Other (____): Minimum Hourly Wage: _____

“ADDITIONAL/SPECIALTY AS-NEEDED SERVICES” RATES: See *Exhibit B – Pricing Schedule* of each facility (Library).

By submission of this Proposal, Proposer certifies that the prices quoted herein have been arrived at independently without consultation, communication, or agreement with any other Proposer or competitor for the purpose of restricting competition.

Respectfully submitted,

By: Neil MartauChief Administrative Officer
Title9/21/2023
DateInter-Con Security Systems, Inc.
Firm or Corporation Name

List name(s) of all joint venturers, partners, subcontractors or others having any right or interest in this contract or the proceeds thereof.

By submission of this Proposal, Proposer certifies that the prices quoted herein have been arrived at independently without consultation, communication, or agreement with any other Proposer or competitor for the purpose of restricting competition.

COUNTY'S ADMINISTRATION

COUNTY'S ADMINISTRATION**COUNTY'S PROJECT DIRECTOR:**

Name: Elsa Munoz
Title: Head, Support Services
Address: 7400 E. Imperial Hwy.
Downey, CA 90242
Telephone: 562-940-8485
Facsimile: N/A
E-mail Address: emunoz@library.lacounty.gov

COUNTY'S PROJECT MANAGER:

Name: Gilbert A. Garcia
Title: Contract Services Manager
Address: 7400 E. Imperial Hwy.
Downey, CA 90242
Telephone: 562-459-6780
Facsimile: N/A
E-mail Address: ggarcia@library.lacounty.gov

COUNTY'S CONTRACT PROJECT MONITORS/ANALYST:

Name: Leticia Isunza
Title: Contract Analyst
Telephone: (562) 459-6770
E-mail Address: lisunza@library.lacounty.gov

Name: Shannon Giddings
Title: Contract Analyst
Telephone: (562) 459-6783
E-mail Address: sgiddings@library.lacounty.gov

Address: 7400 E. Imperial Hwy.
Downey, CA 90242

CONTRACTOR'S ADMINISTRATION

CONTRACTOR'S ADMINISTRATION

CONTRACTOR'S NAME

CONTRACTOR'S PROJECT MANAGER:

Name: _____
Title: _____
Address: _____

Telephone: _____
Facsimile: _____
E-mail Address: _____

CONTRACTOR'S AUTHORIZED OFFICIAL(S):

Name: _____
Title: _____
Address: _____

Telephone: _____
Facsimile: _____
E-mail Address: _____

Name: _____
Title: _____
Address: _____

Telephone: _____
Facsimile: _____
E-mail Address: _____

NOTICES TO CONTRACTOR:

Name: _____
Title: _____
Address: _____

Telephone: _____
Facsimile: _____
E-mail Address: _____

CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENTCONTRACTOR NAME Inter-Con Security Systems, Inc.Contract No. GENERAL INFORMATION:

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

CONTRACTOR ACKNOWLEDGEMENT:

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

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

CONFIDENTIALITY AGREEMENT:

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

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

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

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

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

SIGNATURE:

Robert S. Ray
2025.01.02 15:41:17 -08'00'DATE: 01 / 02 / 25

PRINTED NAME:

Robert S. Ray

POSITION:

General Counsel

SAFELY SURRENDERED BABY LAW

THERE'S A BETTER CHOICE. SAFELY SURRENDER YOUR BABY.

Any fire station. Any hospital. Any time.



1.877.222.9723

BabySafeLA.org

No shame | No blame | No names



Some parents of newborns can find themselves in difficult circumstances. Sadly, babies are sometimes harmed or abandoned by parents who feel that they're not ready or able to raise a child. Many of these mothers or fathers are afraid and don't know where to turn for help.

This is why California has a Safely Surrendered Baby Law, which gives parents the choice to legally leave their baby at any hospital or fire station in Los Angeles County.

FIVE THINGS YOU NEED TO KNOW ABOUT BABY SAFE SURRENDER

- 1 Your newborn can be surrendered at any hospital or fire station in Los Angeles County up to 72 hours after birth.
- 2 You must leave your newborn with a fire station or hospital employee.
- 3 You don't have to provide your name.
- 4 You will only be asked to voluntarily provide a medical history.
- 5 You have 14 days to change your mind; a matching bracelet (parent) and anklet (baby) are provided to assist you if you change your mind.

No shame | No blame | No names



ABOUT THE BABY SAFE SURRENDER PROGRAM

In 2002, a task force was created under the guidance of the Children's Planning Council to address newborn abandonment and to develop a strategic plan to prevent this tragedy.

Los Angeles County has worked hard to ensure that the Safely Surrendered Baby Law prevents babies from being abandoned. We're happy to report that this law is doing exactly what it was designed to do: save the lives of innocent babies. Visit BabySafeLA.org to learn more.

No shame | No blame | No names

ANY FIRE STATION.
ANY HOSPITAL.
ANY TIME.

1.877.222.9723
BabySafeLA.org

**THERE'S A
BETTER CHOICE.
SAFELY SURRENDER
YOUR BABY.**



No shame | No blame | No names





FROM SURRENDER TO ADOPTION: ONE BABY'S STORY

Los Angeles County firefighter Ted and his wife Becki were already parents to two boys. But when they got the call asking if they would be willing to care for a premature baby girl who'd been safely surrendered at a local hospital, they didn't hesitate.

Baby Jenna was tiny, but Ted and Becki felt lucky to be able to take her home. "We had always wanted to adopt," Ted says, "but taking

home a vulnerable safely surrendered baby was even better. She had no one, but now she had us. And, more importantly, we had her."

Baby Jenna has filled the longing Ted and Becki had for a daughter—and a sister for their boys. Because her birth parent safely surrendered her when she was born, Jenna is a thriving young girl growing up in a stable and loving family.

ANSWERS TO YOUR QUESTIONS

Who is legally allowed to surrender the baby?

Anyone with lawful custody can drop off a newborn within the first 72 hours of birth.

Do you need to call ahead before surrendering a baby?

No. A newborn can be surrendered anytime, 24 hours a day, 7 days a week, as long as the parent or guardian surrenders the child to an employee of the hospital or fire station.

What information needs to be provided?

The surrendering adult will be asked to fill out a medical history form, which is useful in caring for the child. The form can be returned later and includes a stamped return envelope. No names are required.

What happens to the baby?

After a complete medical exam, the baby will be released and placed in a safe and loving home, and the adoption process will begin.

What happens to the parent or surrendering adult?

Nothing. They may leave at any time after surrendering the baby.

How can a parent get a baby back?

Parents who change their minds can begin the process of reclaiming their baby within 14 days by calling the Los Angeles County Department of Children and Family Services at (800) 540-4000.

If you're unsure of what to do:

You can call the hotline 24 hours a day, 7 days a week and anonymously speak with a counselor about your options or have your questions answered.

1.877.222.9723 or BabySafeLA.org

English, Spanish and 140 other languages spoken.

PAYROLL STATEMENT OF COMPLIANCE

**COUNTY OF LOS ANGELES
LIVING WAGE PROGRAM**

PAYROLL STATEMENT OF COMPLIANCE

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

Do hereby state:

That I pay or supervise the payment of the persons employed by (Contractor/Subcontractor) on the _____ (contract) that during the payroll period commencing on the _____ (day) of _____ (Month and Year) and ending the _____ (day) of _____ (Month and Year), all persons employed on said work site have been paid the full weekly wages earned, that no rebates have been or will be made, either directly or indirectly, to or on behalf of _____ (Contractor/Subcontractor) from the full weekly wages earned by any person, and that no deductions have been made either directly or indirectly, from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 CFR Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 357; 40 U.S.C. 276c), and described below:

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

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

Print Name and Title

Owner or Company Representative Signature:

Date:

THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. IN ADDITION, THE CONTRACTOR OR SUBCONTRACTOR MAY BE SUSPENDED AND PRECLUDED FROM BIDDING ON OR PARTICIPATING IN ANY COUNTY CONTRACT OR PROJECT FOR A PERIOD CONSISTENT WITH THE SERIOUSNESS OF THE VIOLATION.

ARMED SECURITY GUARD COST BY FACILITITES

**LA COUNTY LIBRARY
ARMED SECURITY GUARD SERVICES – AREA 500**

ARMED SECURITY GUARD COST BY FACILITIES

Library Facilities	Armed Security Guard Services	Flat Daily Rate (Armed Guard)	Monthly Contractor Fee	Annual Contractor Fee
Library Headquarters	YES	\$853.24	\$46,888.14	\$562,657.73
A C Bilbrew Library	YES	\$707.36	\$10,637.94	\$127,655.32
Alondra Library	YES	\$595.66	\$7,748.11	\$92,977.30
Angelo M. Iacoboni Library	YES	\$595.66	\$7,748.11	\$92,977.30
Artesia Library	YES	\$595.66	\$7,748.11	\$92,977.30
Clifton M. Brakensiek Library	YES	\$595.66	\$7,748.11	\$92,977.30
Compton Library	YES	\$595.66	\$7,748.11	\$92,977.30
East Rancho Dominguez Library	YES	\$707.36	\$10,637.94	\$127,655.32
Florence-Firestone Library and Community Service Center	YES	\$862.36	\$21,275.89	\$255,310.64
George Nye Jr. Library	YES	\$595.66	\$7,748.11	\$92,977.30
Graham Library	YES	\$707.36	\$10,637.94	\$127,655.32
Hawaiian Gardens Library	YES	\$595.66	\$7,748.11	\$92,977.30
Hollydale Library	YES	\$595.66	\$7,748.11	\$92,977.30
La Mirada Library	YES	\$595.66	\$7,748.11	\$92,977.30
Leland R. Weaver Library	YES	\$595.66	\$7,748.11	\$92,977.30
Lynwood Library	YES	\$595.66	\$7,748.11	\$92,977.30
Norwalk Library	YES	\$595.66	\$7,748.11	\$92,977.30
Paramount Library	YES	\$595.66	\$7,748.11	\$92,977.30
South Whittier Library	YES	\$707.36	\$10,637.94	\$127,655.32
Willowbrook Library	YES	\$707.36	\$10,637.94	\$127,655.32
				\$0.00
Total			\$222,079.16	\$2,664,949.87

CONTRACT

ARMED SECURITY GUARD SERVICES

AREA 600



CONTRACT

BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

INTER-CON SECURITY SERVICES SYSTEMS, INC.

FOR

ARMED SECURITY GUARD SERVICES

AREA 600

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STANDARD EXHIBITS

- A** Statement of Work and Attachments
- B** Pricing Schedule
- C** Contractor's Proposed Schedule
- D** County's Administration
- E** Contractor's Administration
- F** Contractor Acknowledgement and Confidentiality Agreement
- G** Safely Surrendered Baby Law
- H** Payroll Statement of Compliance
- I** Armed Security Guard Cost by Facilities

**CONTRACT BETWEEN
COUNTY OF LOS ANGELES
AND
INTER-CON SECURITY SERVICES SYSTEMS, INC.
FOR
ARMED SECURITY GUARD SERVICES – AREA 600**

This Contract ("Contract") made and entered into this 18th day of March, 2025, by and between the County of Los Angeles, hereinafter referred to as County and Inter-Con Security Services Systems, Inc., hereinafter referred to as "Contractor" and Inter-Con Security Services Systems, Inc. is located at 210 S De Lacey Avenue, Pasadena, CA 91105.

RECITALS

WHEREAS, the County may contract with private businesses for Armed Security Guard Services when certain requirements are met; and

WHEREAS, the Contractor is a private (public, non-profit) firm specializing in providing Armed Security Guard Services; and

WHEREAS, the Contractor represents that it possesses the necessary special skills, knowledge, and technical competence and sufficient staffing to provide the Armed Security Guard Services required herein; and

WHEREAS, the County has determined that it is legal, feasible, and cost-effective to contract for Armed Security Guard Services; and

WHEREAS, this Contract is therefore authorized under Section 44.7 of the Los Angeles County Charter and Los Angeles County Codes Section 2.121.250; and

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

1.0 APPLICABLE DOCUMENTS

Exhibits A through I are attached to and form a part of this Contract. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, goods, service, or other work, or otherwise between the base Contract and the Exhibits, or between Exhibits, such conflict or inconsistency will be resolved by giving precedence first to the terms and conditions of the Contract and then to the Exhibits according to the following priority.

Standard Exhibits:

Exhibit A	Statement of Work and Attachments
Exhibit B	Pricing Schedule
Exhibit C	Contractor's Proposed Schedule
Exhibit D	County's Administration
Exhibit E	Contractor's Administration
Exhibit F	Contractor Acknowledgement and Confidentiality Agreement
Exhibit G	Safely Surrendered Baby Law
Exhibit H	Payroll Statement of Compliance
Exhibit I	Armed Services Guard Cost by Facilities

2.0 DEFINITIONS

2.1 Standard 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 must be construed to have the following meaning, unless otherwise apparent from the context in which they are used.

- 2.1.1 Board of Supervisors (Board):** The Board of Supervisors of the County of Los Angeles acting as governing body.
- 2.1.2 Contract:** This agreement executed between County and Contractor. Included are all supplemental agreements amending or extending the service to be performed. The Contract sets forth the terms and conditions for the issuance and performance of all tasks, deliverables, services and other work.
- 2.1.3 Contractor:** The person or persons, sole proprietor, partnership, joint venture, corporation or other legal entity who has entered into an agreement with the County to perform or execute the work covered by this Contract.
- 2.1.4 Contractor's Project Manager:** The person designated by the Contractor to administer the Contract operations under this Contract.
- 2.1.5 County's Contract Analyst:** The person designated by the County to manage and facilitate the administrative functions of the Contract.

- 2.1.6 County's Project Director:** Person designated by County with authority for County on contractual or administrative matters relating to this Contract that cannot be resolved by the County's Project Manager.
- 2.1.7 County's Project Manager:** Person designated by County's Project Director to manage the operations under this Contract.
- 2.1.8 County's Project Monitor:** Person with responsibility to oversee the day-to-day activities of this Contract. Responsibility for inspections of any and all tasks, deliverables, goods, services and other work provided by the Contractor.
- 2.1.9 County Observed Holidays:** Days on which County departments are closed for business in observance of significant events. A list of County observed holidays may be found on the County's website <https://lacounty.gov/government/about-la-county/about/>.
- 2.1.10 Day(s):** Calendar day(s) unless otherwise specified.
- 2.1.11 Department:** LA County Library which is entering into this Contract on behalf of the County of Los Angeles.
- 2.1.12 Director:** Director of Department.
- 2.1.13 Fiscal Year:** The twelve (12) month period beginning July 1st and ending the following June 30th.
- 2.1.14 Statement of Work:** A written description of the work to be performed by Contractor to meet the needs of the County, including special provisions pertaining to the method, frequency, manner and place of performing the contract services.
- 2.1.15 Subcontract:** An agreement by the Contractor to employ a subcontractor to provide services to fulfill this Contract.
- 2.1.16 Subcontractor:** Any individual, person or persons, sole proprietor, firm, partnership, joint venture, corporation, or other legal entity furnishing supplies, services of any nature, equipment, and/or materials to Contractor in furtherance of Contractor's performance of this Contract, at any tier, under oral or written agreement.
- 2.1.17 Assigned Employees:** Armed Security Guards and Armed Security Guard Supervisors that are assigned to this contract.
- 2.1.18 County Library:** LA County Library
- 2.1.19 County Librarian:** Head of LA County Library
- 2.1.20 Post:** A Security Guard assignment within a location.
- 2.1.21 Unanticipated Work:** Additional as-needed services performed under the Contract when the need arises and requested by the County

3.0 WORK

- 3.1** Pursuant to the provisions of this Contract, the Contractor must fully perform, complete and deliver on time, all tasks, deliverables, goods, 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 will be deemed to be a gratuitous effort on the part of the Contractor, and the Contractor must have no claim whatsoever against the County.

4.0 TERM OF CONTRACT

- 4.1** The term of this Contract will be four (4) years commencing after execution by County's Board, or February 15, 2025, whichever is later, unless sooner terminated or extended, in whole or in part, as provided in this Contract.
- 4.2** The County will have the sole option to extend this Contract term for up to one(1) additional one (1) year periods and six (6) month to month extensions, for a maximum total Contract term of five (5) years and six (6) months. Each such extension option may be exercised at the sole discretion of the County Librarian or their designee as authorized by the Board.
- 4.3** The County maintains a database that track/monitor Contractor performance history. Information entered into the database may be used for a variety of purposes, including determining whether the County will exercise a contract term extension option.
- 4.4.** The Contractor must notify Department when this Contract is within six (6) months of the expiration of the term as provided for hereinabove. Upon occurrence of this event, the Contractor must send written notification to Department at the address herein provided in Exhibit D (County's Administration).

5.0 CONTRACT SUM

5.1 Total Contract Sum

- 5.1.1** The maximum annual Contract Sum under the terms of this Contract will be **\$2,270,985.01**, comprised of the Contractor's Fee of **\$2,064,531.83**, as specified in Exhibit C (Contractor's Proposed Schedule) of the Contract, and an annual estimate for unanticipated work of **\$206,453.18**, as authorized in Paragraph 9 (Unanticipated Work), of Exhibit A (Statement of Work).
- 5.1.2** The use of the annual estimate for unanticipated work is not guaranteed by the County and is contingent upon County Library's adopted budget and needs.
- 5.1.3** The Department may increase the total contract amount by up to 10%, as approved by the Board. The County does not warranty or represent that all, or any portion, of the not-to-exceed contract amount will be authorized, allocated, or expended by the County; nor does the County warranty or represent that it will authorize the selected contractor(s) to perform any work or services of any monetary amount.

5.2 Written Approval for Reimbursement

The Contractor will 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, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, must not occur except with the County's express prior written approval.

5.3 Notification of 75% of Total Contract Sum

The Contractor must maintain a system of record keeping that will allow the Contractor to determine when it has incurred seventy-five percent (75%) of the total contract sum under this Contract. Upon occurrence of this event, the Contractor must send written notification to Department at the address herein provided in Exhibit D (County's Administration).

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

The Contractor will 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 must immediately notify County and must immediately repay all such funds to County. Payment by County for services rendered after expiration-termination of this Contract will not constitute a waiver of County's right to recover such payment from the Contractor.

5.5 Invoices and Payments

5.5.1 The Contractor must invoice the County only for providing the tasks, deliverables, goods, services, and other work specified in Exhibit A (Statement of Work and Attachments) and elsewhere hereunder. The Contractor must prepare invoices, which will include the charges owed to the Contractor by the County under the terms of this Contract.

5.5.2 The Contractor's invoices must be priced in accordance with Exhibit B (Pricing Schedule), Exhibit C (Contractor's Proposed Schedule, and Exhibit I (Armed Services Guard Cost by Facilities). Contractor will be paid only for the tasks, deliverables, goods, services, and other work approved in writing by the County. If the County does not approve work in writing no payment will be due to the Contractor for that work.

5.5.3 The Contractor's invoices must contain the information set forth in Exhibit A (Statement of Work and Attachments) describing the tasks, deliverables, goods, services, work hours, and facility and/or other work for which payment is claimed.

5.5.4 The Contractor must submit the monthly invoices to the County by the 15th calendar day of the month following the month of service. No

invoice will be approved for payment unless Exhibit H (Payroll Statement of Compliance) is included.

- 5.5.5** All invoices under this Contract must be submitted to LA County Library at the following electronic email address:

contractservices@library.lacounty.gov, with a copy to the assigned County's Contract Monitor.

5.5.6 County Approval of Invoices

All invoices submitted by the Contractor for payment must have the written approval of the County's Project Manager prior to any payment thereof. In no event will 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 Payment for Court Appearances and/or County Investigations

Security Guards and Security Guard Supervisors may be required to appear in court or make statements to investigators regarding job-related incidents. In the event that the Security Guard or Security Guard Supervisor is called upon as a witness for a job-related incident, the County will reimburse the Contractor as set forth in this Paragraph 5.5.8, for court appearances or investigation interviews, based on review and approval by County Project Manager.

The County will pay up to eight (8) hours per day of straight time for each summoned Security Guard or Security Guard Supervisor when a court appearance or investigation interview is required. If the court appearance or investigation interview occurs during Security Guard or Security Guard Supervisor's normal work shift, the Contractor shall provide back-up coverage which will be reimbursed at straight time.

The Contractor shall list court appearances and/or investigation interviews as a separate line item on Contractor's invoice, and must attach supporting documentation, such as copy of the police report, Security Incident Report (as specified in Subsection 5.4 Court Appearance and/or County Investigation), subpoena, and/or written request for appearance. County Project Manager shall have the discretion to approve or deny invoice payment request based upon the documentation presented.

5.5.8 Preference Program Enterprises – Prompt Payment Program (if applicable)

Certified Preference Program Enterprises (PPEs) will receive prompt payment for services they provide to County departments. Prompt payment is defined as fifteen (15) calendar days after receipt of an approved, undisputed invoice which has been properly matched against documents such as a receiving, shipping, or services delivered report, or any other validation of receipt document consistent with Board Policy

3.035 ([Preference Program Payment Liaison and Prompt Payment Program](#)).

5.6 Cost of Living Adjustments (COLA's) (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 an agreement/ contract with the County will 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 must 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 will supersede this requirement with respect to those payments.
- 5.7.4** At any time during the duration of the 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), will decide whether to approve exemption requests.

6.0 ADMINISTRATION OF CONTRACT - COUNTY

6.1 County's Administration

A listing of all County Administration referenced in the following subparagraphs are designated in Exhibit D (County's Administration). The County will notify the Contractor in writing of any changes as they occur.

6.2 County's Project Director

The role of the County's Project Director may include:

- 6.2.1** Coordinating with Contractor and ensuring Contractor's performance of the Contract; however, in no event will Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby; and
- 6.2.2** 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, will Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby.

6.3 County's Project Manager

The role of the County's Project Manager is authorized to include:

- 6.3.1** Meeting with the Contractor's Project Manager on a regular basis; and
- 6.3.2** Inspecting any and all tasks, deliverables, goods, services, or other work provided by or on behalf of the Contractor; however, in no event will Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby.

The County's 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's Project Monitor

The role of the County's Project Monitor is to oversee the day-to-day administration of this Contract; however, in no event will Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby. The County's Project Monitor reports to the County's Project Manager.

6.5 County's Contract Analyst

The role of the County's Contract Analyst is to manage and facilitate the administrative functions of the Contract. The County's Contract Analyst reports to the County's Project Director.

7.0 ADMINISTRATION OF CONTRACT - CONTRACTOR

7.1 Contractor's Administration

A listing of all of Contractor's Administration referenced in the following paragraphs is designated in Exhibit E (Contractor's Administration). The Contractor will notify the County in writing of any changes as they occur.

7.2 Contractor's Project Manager

7.2.1 The Contractor's Project Manager is designated in Exhibit E (Contractor's Administration). The Contractor must notify the County in writing of any change to Exhibit E (Contractor's Administration), as changes occur.

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

7.3 Approval of Contractor's Staff

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

The County reserves the right to remove any Contractor staff, for any reason, from performing services under this or any other Contract held by and between Contractor and County Library, at any time during the term of this Contract.

- 7.3.1** Contractor staff removed pursuant to this Sub-section will not relieve the Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

7.4 Contractor's Staff Identification

Contractor will provide, at Contractor's expense, all staff providing services under this Contract with a photo identification badge.

- 7.4.1** Contractor is responsible to ensure that staff have obtained a County ID badge before they are assigned to work in a County facility. Contractor personnel may be asked by a County representative to leave a County facility if they do not have the proper County ID badge on their person and Contractor personnel must immediately comply with such request.
- 7.4.2** Contractor must notify the County within 24 hours when staff is terminated from working under this Contract. Contractor must retrieve the Contractor's employee ID badge and any County access keys within 24 hours of termination.

7.5 Background and Security Investigations

- 7.5.1** Each of Contractor's staff performing services under this Contract, who is in a designated sensitive position, as determined by County in County's sole discretion, must undergo and pass a background investigation to the satisfaction of County as a condition of beginning and continuing to perform services under this Contract. Such background investigation must be obtained through fingerprints submitted to the California Department of Justice to include State, local, and federal-level review, which may include, but will not be limited to, criminal conviction information. The fees associated with the background investigation will be at the expense of the Contractor, regardless of whether the member of Contractor's staff passes or fails the background investigation.

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 performing services under the Contract. Contractor must comply with County's request at any time during the term of the Contract. County will not provide to Contractor or to Contractor's staff any information obtained through the County's background investigation.

- 7.5.2** County, in its sole discretion, may immediately deny or terminate facility access to any member of Contractor's staff that does not pass such investigation to the satisfaction of the County or whose background or conduct is incompatible with County facility access.
- 7.5.3** Contractor shall be responsible for ensuring that Contractor staff working on this Contract have no convictions for the following offenses:
- a) Blackmail.
 - b) Bribery.

- c) Burglary.
- d) Crimes Against Children, Women, and Elders.
- e) Embezzlement, including theft of public funds.
- f) Extortion.
- g) Falsification of Financial Statements and/or Public Records.
- h) Forgery.
- i) Grand Theft.
- j) Mass Murder.
- k) Rape, including Sexual Battery.
- l) Robbery.
- m) Sale of Narcotics and/or Dangerous Drug (includes intent to sell);
and
- n) Welfare fraud.

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

7.5.5 These terms will also apply to subcontractors of County contractors.

7.5.6 Disqualification of any member of Contractor's staff pursuant to this Paragraph 7.5 will not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

7.6 Confidentiality

7.6.1 Contractor must 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 must 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 subcontractors, to comply with this Paragraph, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph will be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County will 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 will 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 will 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 must inform all of its officers, employees, agents and subcontractors providing services hereunder of the confidentiality provisions of this Contract.

7.6.4 Contractor must sign and adhere to the provisions of Exhibit F (Contractor Acknowledgement and Confidentiality Agreement).

8.0 STANDARD TERMS AND CONDITIONS

8.1 Amendments

8.1.1 For any change which affects the scope of work, contract term, contract sum, payments, or any term or condition included under this Contract, an amendment to the Contract must be prepared and executed by the Contractor and by the Board, for the exception of the following:

- a) Contractor's fee set forth in Paragraph 5 (Contract Sum), not to exceed ten percent (10%) of the current annual contract sum per amendment, due to changes to the number of facilities or days of services pursuant to paragraph 8.1.4.
- b) County Librarian is expressly authorized to increase the contract sum to modify the annual estimate for unanticipated work included in the annual maximum contract sum, not to exceed ten percent (10%) of the annual contractor's fee.
- c) County Librarian is expressly authorized to increase the contract sum set forth in Paragraph 5 (Contract Sum) for a particular contract year, due to Living Wage rate increases.

Any such changes will be in writing and signed by the Contractor and by the County Librarian or their designee.

8.1.2 The Board or Chief Executive Officer (CEO) 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 Board or CEO. To implement such changes, an Amendment to the Contract must be prepared and executed by the Contractor and by the County Librarian or their designee.

8.1.3 The County Librarian or their designee, may at their sole discretion, authorize extensions of time as defined in Paragraph 4.0 (Term of Contract). The Contractor agrees that such extensions of time will not change any other term or condition of this Contract during the period of such extensions. To implement an extension of time, an Amendment to the Contract must be prepared and executed by the Contractor and by County Librarian or their designee.

8.1.4 The County reserves the right to amend the Contract to reflect any changes by an increase or decrease in the number of library facilities as listed in Exhibit A (Statement of Work and Attachments), SOW Attachment 2 (Service Locations and Hours). The County will notify the Contractor, in writing, at least ten (10) business days prior to the effective date of the modification. Exhibit B (Pricing Schedule) in the Contract, requires that proposals include a flat daily rate for each library facility. The rate specified will be used to adjust the Contract price in the event of an increase or decrease in days of service. Payment adjustment will be made to reflect such modification in services on a pro-rata basis commensurate with the number of library facilities and/or days of service increased or decreased of the affected library facilities. The County will determine the need for modification referenced herein. Upon Board delegation, the County Librarian or his/her designee will have authority to sign the amendment for the County. All standard terms and conditions in the current Contract will extend to any library facility added in the amendment.

8.2 Assignment and Delegation/Mergers or Acquisitions

8.2.1 The Contractor must 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 must not assign, exchange, transfer, or delegate its rights or duties under this Contract, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment, delegation, or otherwise transfer of its rights or duties, without such consent will be null and void. For purposes of this Paragraph, County consent will require a written Amendment to the Contract, which is formally approved and executed by the parties. Any payments by the County to any approved delegate or assignee on any claim under this Contract will be deductible, at County's sole discretion, against the claims, which the Contractor may have against the County.

8.2.3 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, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, will be a material breach of the Contract which may result in the termination of this Contract. In the event of such termination, County will be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

8.3 Authorization Warranty

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

8.4 Budget Reductions

In the event that the County's Board 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 will also be reduced correspondingly. The County's notice to the Contractor regarding said reduction in payment obligation will be provided within thirty (30) calendar days of the Board's approval of such actions. Except as set forth in the preceding sentence, the Contractor must continue to provide all of the services set forth in this Contract.

8.5 Complaints

The Contractor must develop, and maintain operating procedures for receiving, investigating and responding to complaints.

8.5.1 Complaint Procedures

- Within ten (10) business days after the Contract effective date, the Contractor must provide the County with the Contractor's procedures for receiving, investigating and responding to user complaints.
- The County will review the Contractor's procedures and provide the Contractor with approval of said procedures or with requested changes.
- If the County requests changes in the Contractor's procedures, the Contractor must make such changes and resubmit the procedures within five (5) business days for County approval.
- If, at any time, the Contractor wishes to change the Contractor's procedures, the Contractor must submit proposed changes to the County for approval before implementation.
- The Contractor must preliminarily investigate all complaints and notify the County's Project Manager of the status of the investigation within five (5) business days of receiving the complaint.
- When complaints cannot be resolved informally, a system of follow-through will be instituted which adheres to formal plans for specific actions and strict time deadlines.

- Copies of all written responses must be sent to the County's Project Manager within three (3) business days of mailing to the complainant.

8.6 Compliance with Applicable Laws

8.6.1 In the performance of this Contract, Contractor must 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 must 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 subcontractors, 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 will be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County will 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 will 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 will 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

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 will, 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. Additionally, Contractor certifies to the County:

8.7.1 That Contractor has a written policy statement prohibiting discrimination in all phases of employment.

8.7.2 That Contractor periodically conducts a self-analysis or utilization analysis of its work force.

8.7.3 That Contractor has a system for determining if its employment practices are discriminatory against protected groups.

8.7.4 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.

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](#).

8.8.2 Written Employee Jury Service Policy

- 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 must have and adhere to a written policy that provides that its Employees will receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.
- For purposes of this Paragraph, "Contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County contractor and has received or will receive an aggregate sum of fifty thousand dollars (\$50,000) or more in any twelve (12) month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full-time employee of the Contractor. "Full-time" means forty (40) hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of ninety (90) days or less within a twelve (12) month period are not considered full-time for purposes of the Jury Service Program. If the Contractor uses any subcontractor to perform services for the County under the Contract, the subcontractor will also be subject to the provisions of this Paragraph. The provisions of this Paragraph will be inserted into any such subcontract agreement and a copy of the Jury Service Program must be attached to the agreement.
- If the Contractor is not required to comply with the Jury Service Program when the Contract commences, the Contractor will have a

continuing obligation to review the applicability of its “exception status” from the Jury Service Program, and the contractor must 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 must 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.

- Contractor’s violation of this Paragraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract and/or bar 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, will 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 will 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 must 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 must immediately make full written disclosure of such facts to the County. Full written disclosure must 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 will be a material breach of this Contract.

8.10 Consideration of Hiring County Employees Targeted for Layoffs or are on a County Re-Employment List

Should the Contractor require additional or replacement personnel after the effective date of this Contract to perform the services set forth herein, the Contractor must 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/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 must 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 the 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 the Contract, debar the Contractor from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five (5) years but may exceed five (5) years or be permanent if warranted by the circumstances, and terminate any or all existing contracts the Contractor may have with the County.

8.12.3 Non-responsible Contractor

The County may debar a contractor if the Board 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

- 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.
- The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative will be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board will prepare a tentative proposed decision, which will 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 will be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board.
- 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 will be presented to the Board of Supervisors. The Board will have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
- If a Contractor has been debarred for a period longer than five (5) years, that Contractor may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: 1) elimination of the grounds for which the debarment was imposed; 2) a bona fide change in ownership or management; 3) material evidence discovered after debarment was imposed; or 4) any other reason that is in the best interests of the County.
- The Contractor Hearing Board will consider a request for review of a debarment determination only where 1) the Contractor has been debarred for a period longer than five (5) years; 2) the debarment has been in effect for at least five (5) years; and 3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board will conduct a hearing where evidence on the proposed reduction of

debarment period or termination of debarment is presented. This hearing will be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

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

8.12.5 Subcontractors of Contractor

These terms will also apply to subcontractors of County contractors.

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

The Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the County's policy to encourage all County contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster, in Exhibit G, in a prominent position at the Contractor's place of business. The Contractor will also encourage its subcontractors, if any, to post this poster in a prominent position in the subcontractor's place of business. Information and posters for printing are available at <https://lacounty.gov/residents/family-services/child-safety/safely-surrender/>.

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 will during the term of this Contract, maintain 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 will 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 the Contract in jeopardy if not corrected will be reported to the Board and listed in the appropriate contractor performance database. The report to the Board 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 will 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 must be made immediately after the Contractor has become aware of such damage, but in no event later than thirty (30) 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 must be repaid by the Contractor by cash payment upon demand.

8.17 Employment Eligibility Verification

8.17.1 The Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. The Contractor must obtain from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. The Contractor must retain all such documentation for all covered employees for the period prescribed by law.

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

8.18 Counterparts and Electronic Signatures and Representations

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.

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 prepared pursuant to Paragraph 8.1 (Amendments) and received via communications facilities (facsimile, email or electronic signature), as legally sufficient evidence that such legally binding signatures have been affixed to Amendments to this Contract.

8.19 Fair Labor Standards

The Contractor must comply with all applicable provisions of the Federal Fair Labor Standards Act and must 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 will 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 subcontractors), 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 as "force majeure events").

8.20.2 Notwithstanding the foregoing, a default by a subcontractor of Contractor will not constitute a force majeure event, unless such default arises out of causes beyond the control of both Contractor and such subcontractor, and without any fault or negligence of either of them. In such case, Contractor will not be liable for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required performance schedule. As used in this subparagraph, the term "subcontractor" and "subcontractors" mean subcontractors 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 will 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 will 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 must 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 must not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.
- 8.22.2** The Contractor will be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract all compensation and benefits. The County will 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 performing work pursuant to this Contract are, for purposes of Workers' Compensation liability, solely employees of the Contractor and not employees of the County. The Contractor will 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 must adhere to the provisions stated in Paragraph 7.6 (Confidentiality).

8.23 Indemnification

The Contractor must 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 must provide and maintain at its own expense insurance coverage satisfying the requirements specified in Paragraphs 8.24 and 8.25 of this Contract. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon Contractor pursuant to this Contract. The County in no

way warrants that the Required Insurance is sufficient to protect the Contractor for liabilities which may arise from or relate to this Contract.

8.24.2 Evidence of Coverage and Notice to County

- 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, must be delivered to County at the address shown below and provided prior to commencing services under this Contract.
- Renewal Certificates must be provided to County not less than ten (10) days prior to Contractor's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required contractor and/or sub-contractor insurance policies at any time.
- Certificates must 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 must match the name of the contractor identified as the contracting party in this Contract. Certificates must provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand dollars (\$50,000), and list any County required endorsement forms.
- Neither the County's failure to obtain, nor the County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the Contractor, its insurance broker(s) and/or insurer(s), will be construed as a waiver of any of the Required Insurance provisions.
- Certificates and copies of any required endorsements must be sent to the County Project Monitor at the electronic address herein provided in Exhibit D (County's Administration).
- Contractor also must 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 must promptly notify County of any third party claim or suit filed against Contractor or any of its subcontractors 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, its Special Districts, Elected Officials, Officers, Agents, employees, and volunteers (collectively County and its Agents) must 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 will 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 must 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 must provide County with, or Contractor's insurance policies must contain a provision that County will 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 must be provided to County at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of the Contract, in the sole discretion of the County, upon which the County may suspend or terminate this Contract.

8.24.5 Failure to Maintain Insurance

Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance will constitute a material breach of the 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 must 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 Must Be Primary

Contractor's insurance policies, with respect to any claims related to this Contract, must be primary with respect to all other sources of coverage available to Contractor. Any County maintained insurance or self-insurance coverage must 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 must require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.

8.24.9 Subcontractor Insurance Coverage Requirements

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

8.24.10 Deductibles and Self-Insured Retentions (SIRs)

Contractor's policies will 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 must 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 must precede the effective date of this Contract. Contractor understands and agrees it will maintain such coverage for a period of not less than three (3) 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 must 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 must 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:	\$20 million
Products/Completed Operations Aggregate:	\$10 million
Personal and Advertising Injury:	\$10 million
Each Occurrence:	\$10 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 must 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 must 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 must be provided to County at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. If applicable to Contractor's operations, coverage also must be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

8.25.4 Unique Insurance Coverage

- **Sexual Misconduct Liability**

Insurance covering actual or alleged claims for sexual misconduct and/or molestation with limits of not less than \$2 million per claim and \$2 million aggregate, and claims for negligent employment, investigation, supervision, training or retention of, or failure to report to proper authorities, a person(s) who committed any act of abuse, molestation, harassment, mistreatment or maltreatment of a sexual nature.

8.26 Liquidated Damages

8.26.1 If, in the judgment of the Director, or their designee, the Contractor is deemed to be non-compliant with the terms and obligations assumed hereby, the Director, or their designee, at their 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 Director, or their designee, in a written notice describing the reasons for said action.

8.26.2 If the Director, or their designee, determines that there are deficiencies in the performance of this Contract that the Director, or their designee, deems are correctable by the Contractor over a certain time span, the Director, or their 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 Director, or their 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 five hundred dollars (\$500) per day per infraction, hereunder, and that the Contractor will be liable to the County for liquidated damages in said amount. Said amount will be deducted from the County's payment to the Contractor; and/or (c) Upon giving five (5) days notice to the Contractor for failure to correct the deficiencies, the County may correct any and all deficiencies and the total costs incurred by 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 must 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 must 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 Paragraph 8.26.2, and must 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

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 must 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 will 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** Contractor certifies to the County each of the following:

- That Contractor has a written policy statement prohibiting discrimination in all phases of employment.
- That Contractor periodically conducts a self-analysis or utilization analysis of its work force.
- That Contractor has a system for determining if its employment practices are discriminatory against protected groups.
- 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.

- 8.28.3** The Contractor must 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 must 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 subcontractors, 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 will comply with all applicable Federal and State laws and regulations to the end that no person will, 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 will 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 will 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 will 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 will, at its sole option, be entitled to the sum of five hundred dollars (\$500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

8.29 Non Exclusivity

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

8.30 Notice of Delays

Except as otherwise provided under this Contract, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, that party must, within one (1) business day, give notice thereof, including all relevant information with respect thereto, to the other party.

8.31 Notice of Disputes

The Contractor must bring to the attention of the County's Project Manager and/or County's Project Director any dispute between the County and the Contractor regarding the performance of services as stated in this Contract. If the County's

Project Manager or County's Project Director is not able to resolve the dispute, the Director or designee will resolve it.

8.32 Notice to Employees Regarding the Federal Earned Income Credit

The Contractor must notify its employees, and will require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice must 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

The Contractor must notify and provide to its employees, and will require each subcontractor 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 G (Safely Surrendered Baby Law) of this Contract. Additional information is available at <https://lacounty.gov/residents/family-services/child-safety/safe-surrender/>.

8.34 Notices

All notices or demands required or permitted to be given or made under this Contract must be in writing and will 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 D (County's Administration) and E (Contractor's Administration). Addresses may be changed by either party giving ten (10) days prior written notice thereof to the other party. The Director, or their designee will 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

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 will 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 will be regarded as public records. Exceptions will be those elements in the [California Government Code Section 7921 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 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 must 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 will not inhibit the contractor from publishing its role under this Contract within the following conditions:

- The Contractor must develop all publicity material in a professional manner; and
- During the term of this Contract, the Contractor will not, and will 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.

- 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, provided that the requirements of this will apply.

8.38 Record Retention and Inspection-Audit Settlement

- 8.38.1** The Contractor must maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. The Contractor must 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, will 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, will be kept and maintained by the Contractor and will be made available to the County during the term of this Contract and for a period of five (5) years thereafter unless the County’s written

permission is given to dispose of any such material prior to such time. All such material must be maintained by the Contractor at a location in Los Angeles County, provided that if any such material is located outside of Los Angeles County, then, at the County's option, the Contractor will 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 must file a copy of such audit report with the County's Auditor Controller within thirty (30) days of the Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Contract. Subject to applicable law, the County will make a reasonable effort to maintain the confidentiality of such audit report(s)

8.38.3. Failure on the part of the Contractor to comply with any of the provisions of this subparagraph 8.38 will 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 (5) years after the expiration or termination of this Contract, representatives of the County conduct an audit of the Contractor regarding the work performed under this Contract, and if such audit finds that the County's dollar liability for any such work is less than payments made by the County to the Contractor, then the difference must 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 will be paid to the Contractor by the County by cash payment, provided that in no event will the County's maximum obligation for this Contract exceed the funds appropriated by the County for the purpose of this Contract.

8.38.4 In addition to the above, the Contractor agrees, should the County or its authorized representatives determine, in the County's sole discretion, that it is necessary or appropriate to review a broader scope of the Contractor's records (including, certain records related to non-County contracts) to enable the County to evaluate the Contractor's compliance with the County's Living Wage Program, that the Contractor will promptly and without delay provide to the County, upon the written request of the County or its authorized representatives, access to and the right to examine, audit, excerpt, copy, or transcribe any and all transactions, activities, or records relating to any of its employees who have provided services to the County under this Contract, including without limitation, records relating to work performed by said employees on the

Contractor's non-County contracts. The Contractor further acknowledges that the foregoing requirement in this Paragraph relative to Contractor's employees who have provided services to the County under this Contract is for the purpose of enabling the County in its discretion to verify the Contractor's full compliance with and adherence to California labor laws and the County's Living Wage Program. All such materials and information, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, must be kept and maintained by the Contractor and will be made available to the County during the term of this Contract and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such materials and information prior to such time. All such materials and information must be maintained by the contractor at a location in Los Angeles County, provided that if any such materials and information is located outside Los Angeles County, then, at the County's option, the Contractor will pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such materials and information at such other location.

8.39 Recycled Bond Paper

Consistent with the Board's 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 Subcontracting

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

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

- A description of the work to be performed by the subcontractor.
- A draft copy of the proposed subcontract; and
- Other pertinent information and/or certifications requested by the County.

8.40.3 The Contractor must indemnify, defend, and hold the County harmless with respect to the activities of each and every subcontractor in the same manner and to the same degree as if such subcontractor(s) were the Contractor employees.

8.40.4 The Contractor will remain fully responsible for all performances required of it under this Contract, including those that the Contractor has determined to subcontract, notwithstanding the County's approval of the Contractor's proposed subcontract.

- 8.40.5** The County's consent to subcontract will not waive the County's right to prior and continuing approval of any and all personnel, including subcontractor employees, providing services under this Contract. The Contractor is responsible to notify its subcontractors of this County right.
- 8.40.6** The County's Project Director is authorized to act for and on behalf of the County with respect to approval of any subcontract and subcontractor employees. After approval of the subcontract by the County, Contractor must forward a fully executed subcontract to the County for their files.
- 8.40.7** The Contractor will be solely liable and responsible for all payments or other compensation to all subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the County's consent to subcontract.
- 8.40.8** The Contractor must obtain certificates of insurance, which establish that the subcontractor maintains all the programs of insurance required by the County from each approved subcontractor. Before any subcontractor employee may perform any work hereunder, Contractor must ensure delivery of all such documents to the County Project Monitor at the physical or electronic address herein provided in Exhibit D (County's Administration).

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

Failure of the Contractor to maintain compliance with the requirements set forth in Paragraph 8.14 (Contractor's Warranty of Adherence to County's Child Support Compliance Program) will constitute default under this Contract. Without limiting the rights and remedies available to the County under any other provision of this Contract, failure of the Contractor to cure such default within ninety (90) calendar days of written notice will be grounds upon which the County may terminate this Contract pursuant to Paragraph 8.43 (Termination for Default) and pursue debarment of the Contractor, pursuant to [County Code Chapter 2.202](#).

8.42 Termination for Convenience

- 8.42.1** This Contract may be terminated, in whole or in part, from time to time, when such action is deemed by the County, in its sole discretion, to be in its best interest. Termination of work hereunder will be effected by notice of termination to the Contractor 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 will be no less than ten (10) 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 must:
- Stop work under this Contract on the date and to the extent specified in such notice, and

- Complete performance of such part of the work as would 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 must be maintained by the Contractor in accordance with Paragraph 8.38 (Record Retention and Inspection-Audit Settlement).

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:

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

8.43.2 In the event that the County terminates this Contract in whole or in part as provided in Paragraph 8.43.1, 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 will 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 will continue the performance of this Contract to the extent not terminated under the provisions of this Paragraph.

8.43.3 Except with respect to defaults of any subcontractor, the Contractor will not be liable for any such excess costs of the type identified in Paragraph 8.43.2 if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either of them, the Contractor will not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in

sufficient time to permit the Contractor to meet the required performance schedule. As used in this Paragraph, the term "subcontractor(s)" means subcontractor(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) it is determined by the County that the Contractor was not in default under the provisions of Paragraph 8.43 (Termination for Default) or that the default was excusable under the provisions of subparagraph 8.43.3, the rights and obligations of the parties will be the same as if the notice of termination had been issued pursuant to Paragraph 8.42 (Termination for Convenience).

8.43.5 The rights and remedies of the County provided in this Paragraph 8.43 (Termination for Default) will 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 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 the 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.

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:

- Insolvency of the Contractor. The Contractor will be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the Contractor is insolvent within the meaning of the Federal Bankruptcy Code;

- The filing of a voluntary or involuntary petition regarding the Contractor under the Federal Bankruptcy Code;
- The appointment of a Receiver or Trustee for the Contractor; or
- 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 will 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

The Contractor, and each County Lobbyist or County Lobbying firm as defined in [County Code Section 2.160.010](#) retained by the Contractor, must 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 will 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

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

8.48 Validity

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

8.49 Waiver

No waiver by the County of any breach of any provision of this Contract will 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 will not be construed as a waiver thereof. The rights and remedies set forth in this Paragraph 8.49 will 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 will 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

Contractor acknowledges that County has established a goal of ensuring that all individuals and businesses that benefit financially from County through contract 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.

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

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) will 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 (10) days of notice will 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

The Contractor must notify its employees and must require each subcontractor to notify and provide to its employees, information regarding the time off for voting law ([Elections Code Section 14000](#)). Not less than ten (10) days before every statewide election, every contractor and subcontractors must 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

Contractor acknowledges that the County has established a Zero Tolerance Policy on Human Trafficking prohibiting contractors from engaging in human trafficking.

If a Contractor or member of Contractor's staff is convicted of a human trafficking offense, the County will require that the Contractor or member of Contractor's staff be removed immediately from performing services under the Contract. County will not be under any obligation to disclose confidential information regarding the offenses other than those required by law.

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

8.55 Integrated Pest Management (IPM) Program Compliance (intentionally Omitted)

8.56 Compliance with Fair Chance Employment Hiring Practices

Contractor, and its subcontractors, must comply with fair chance employment hiring practices set forth in [California Government Code Section 12952](#). Contractor's violation of this Paragraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract.

8.57 Compliance with the County Policy of Equity

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 subcontractors acknowledge and certify receipt and understanding of the CPOE. Failure of the Contractor, its employees or its subcontractors 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)

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 will result in the disqualification of the Contractor/Proposer from participation in the County solicitation or the termination or cancellation of any resultant County Contract.

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.

8.60 Campaign Contribution Prohibition Following Final Decision in Contract 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.

9.0 UNIQUE TERMS AND CONDITIONS

9.1 Compliance with the County's Living Wage Program

9.1.1 Living Wage Program

This Contract is subject to the provisions of the County's ordinance entitled Living Wage Program as codified in [Sections 2.201.010 through 2.201.100 of the Los Angeles County Code](#).

9.1.2 Payment of Living Wage Rates

- Unless the Contractor has demonstrated to the County's satisfaction either that the contractor is not an "Employer" as defined under the Program ([Section 2.201.020 of the County Code](#)) or that the contractor qualifies for an exception to the Living Wage Program ([Section 2.201.090 of the County Code](#)), the Contractor must pay its employees no less than the applicable hourly living wage rate for the employees' services provided to the County, including, without limitation, "Travel Time" as defined below.
- For purposes of this Paragraph, "Contractor" includes any subcontractor engaged by the Contractor to perform services for the County under the Contract. If the Contractor uses any subcontractor to perform services for the County under the Contract, the subcontractor will be subject to the provisions of this Paragraph. The provisions of this Paragraph will be inserted into any such subcontract and a copy of the Living Wage Program must be attached to the subcontract. "Employee" means any individual, who is an employee of the Contractor under the laws of California, and who is providing full-time or part-time services to the Contractor, which are provided to the County under the Contract. "Full-time" means a minimum of forty (40) hours worked per week, or a lesser number of hours, if the lesser number is a recognized industry standard and is approved as such by the County; however, fewer than thirty-five (35) hours worked per week will not, in any event, be considered full-time.
- If the Contractor is required to pay a living wage when the Contract commences, the Contractor must continue to pay a living wage for the entire term of the Contract, including any option period.

- If the Contractor is not required to pay a living wage when the Contract commences, the Contractor will have a continuing obligation to review the applicability of its “exemption status” from the living wage requirement. The Contractor must immediately notify the County if the Contractor at any time either comes within the Living Wage Program’s definition of “Employer” or if the Contractor no longer qualifies for the exception to the Living Wage Program. In either event, the Contractor will immediately be required to commence paying the living wage and will be obligated to pay the living wage for the remaining term of the Contract, including any option period. The County may also require, at any time during the Contract and at its sole discretion, that the Contractor demonstrate to the County’s satisfaction that the contractor either continues to remain outside of the Living Wage Program’s definition of “Employer” and/or that the Contractor continues to qualify for the exception to the Living Wage Program. Unless the Contractor satisfies this requirement within the time frame permitted by the County, the Contractor will immediately be required to pay the living wage for the remaining term of the Contract, including any option period.
- For purposes of the Contractor's obligation to pay its employees the applicable hourly living wage rate under this Contract, “Travel Time” will have the following two meanings, as applicable: 1) With respect to travel by an employee that is undertaken in connection with this Contract, Travel Time will mean any period during which an employee physically travels to or from a County facility if the Contractor pays the employee any amount for that time or if California law requires the Contractor to pay the employee any amount for that time; and 2) With respect to travel by an employee between County facilities that are subject to two different contracts between the Contractor and the County (of which both contracts are subject to the Living Wage Program), Travel Time will mean any period during which an employee physically travels to or from, or between such County facilities if the Contractor pays the employee any amount for that time or if California law requires the Contractor to pay the employee any amount for that time.

9.1.3 Contractor’s Submittal of Certified Monitoring Reports

The Contractor must submit to the County certified monitoring reports at a frequency instructed by the County. The certified monitoring reports must list all of the Contractor’s employees during the reporting period. The certified monitoring reports must also verify the number of hours worked and the hourly wage rate paid, for each of its employees. All certified monitoring reports must be submitted on forms provided in Exhibit H (Payroll Statement of Compliance), or other form approved by the County which contains the above information. The County reserves the right to request any additional information it may deem necessary. If the County requests additional information, the Contractor must

promptly provide such information. The Contractor, through one of its officers, must certify under penalty of perjury that the information contained in each certified monitoring report is true and accurate.

9.1.4 Contractor's Ongoing Obligation to Report Labor Law-Payroll Violations and Claims

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

9.1.5 County Auditing of Contractor Records

Upon a minimum of twenty-four (24) hours' written notice, the County may audit, at the Contractor's place of business, any of the Contractor's records pertaining to the Contract, including all documents and information relating to the certified monitoring reports. The Contractor is required to maintain all such records in California until the expiration of four (4) years from the date of final payment under the Contract. Authorized agents of the County must have access to all such records during normal business hours for the entire period that records are to be maintained.

9.1.6 Notifications to Employees

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

9.1.7 Enforcement and Remedies

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

- **Remedies for Submission of Late or Incomplete Certified Monitoring Reports**

If the Contractor submits a certified monitoring report to the County after the date it is due or if the report submitted does

not contain all of the required information or is inaccurate or is not properly certified, any such deficiency will constitute a breach of the Contract. In the event of any such breach, the County may, in its sole discretion, exercise any or all of the following rights/remedies:

1) Withholding of Payment

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

2) Liquidated Damages

It is mutually understood and agreed that the Contractor's failure to submit an accurate, complete, timely and properly certified monitoring report will result in damages being sustained by the County. It is also understood and agreed that the nature and amount of the damages will be extremely difficult and impractical to fix; that the liquidated damages set forth herein are the nearest and most exact measure of damages for such breach that can be fixed at this time; and that the liquidated damages are not intended as a penalty or forfeiture for the Contractor's breach. Therefore, in the event that a certified monitoring report is deficient, including but not limited to being late, inaccurate, incomplete or uncertified, it is agreed that the County may, in its sole discretion, assess against the Contractor liquidated damages in the amount of one hundred dollars (\$100) per monitoring report for each day until the County has been provided with a properly prepared, complete and certified monitoring report. The County may deduct any assessed liquidated damages from any payments otherwise due the Contractor.

3) Termination

The Contractor's continued failure to submit accurate, complete, timely and properly certified monitoring reports may constitute a material breach of the Contract. In the event of such material breach, the County may, in its sole discretion, terminate the Contract.

- **Remedies for Payment of Less Than the Required Living Wage**

If the Contractor fails to pay any employee at least the applicable hourly living wage rate, such deficiency will constitute a breach of the Contract. In the event of any such breach, the County may, in its sole discretion, exercise any or all of the following rights/remedies:

- 1) **Withholding Payment**

If the Contractor fails to pay one or more of its employees at least the applicable hourly living wage rate, the County may withhold from any payment otherwise due the Contractor the aggregate difference between the living wage amounts the Contractor was required to pay its employees for a given pay period and the amount actually paid to the employees for that pay period. The County may withhold said amount until the Contractor has satisfied the County that any underpayment has been cured, which may include required submittal of revised certified monitoring reports or additional supporting documentation.

- 2) **Liquidated Damages**

It is mutually understood and agreed that the Contractor's failure to pay any of its employees at least the applicable hourly living wage rate will result in damages being sustained by the County. It is also understood and agreed that the nature and amount of the damages will be extremely difficult and impractical to fix; that the liquidated damages set forth herein are the nearest and most exact measure of damages for such breach that can be fixed at this time; and that the liquidated damages are not intended as a penalty or forfeiture for the Contractor's breach. Therefore, it is agreed that the County may, in its sole discretion, assess against the Contractor liquidated damages of fifty dollars (\$50) per employee per day for each and every instance of an underpayment to an employee. The County may deduct any assessed liquidated damages from any payments otherwise due the Contractor.

- 3) **Termination**

The Contractor's continued failure to pay any of its employees the applicable hourly living wage rate may constitute a material breach of the Contract. In the event of such material breach, the County may, in its sole discretion, terminate the Contract.

- **Debarment**

In the event the Contractor breaches a requirement of this Paragraph, the County may, in its sole discretion, bar the Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach, in accordance with [Los Angeles County Code, Chapter 2.202](#), Determinations of Contractor Non-Responsibility and Contractor Debarment.

9.1.8 Use of Full-Time Employees

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

9.1.9 Contractor Retaliation Prohibited

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

9.1.10 Contractor Standards

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

9.1.11 Employee Retention Rights (Intentionally Omitted)

9.1.12 Neutrality in Labor Relations

The Contractor must not use any consideration received under the Contract to hinder, or to further, organization of, or collective bargaining activities by or on behalf of the Contractor's employees, except that this restriction will not apply to any expenditure made in the course of good faith collective bargaining, or to any expenditure pursuant to obligations

incurred under a bona fide collective bargaining Contract, or which would otherwise be permitted under the provisions of the National Labor Relations Act.

10.0 SURVIVAL

In addition to any terms and conditions of this Agreement that expressly survive expiration or termination of this Agreement by their terms, the following provisions will survive the expiration or termination of this Agreement for any reason:

Paragraph 1.0	Applicable Documents
Paragraph 2.0	Definitions
Paragraph 3.0	Work
Paragraph 5.4	No Payment for Services Provided Following Expiration - Termination of Contract
Paragraph 7.6	Confidentiality
Paragraph 8.1	Amendments
Paragraph 8.2	Assignment and Delegation/Mergers or Acquisitions
Paragraph 8.6	Compliance with Applicable Laws
Paragraph 8.19	Fair Labor Standards
Paragraph 8.20	Force Majeure
Paragraph 8.21	Governing Law, Jurisdiction, and Venue
Paragraph 8.23	Indemnification
Paragraph 8.24	General Provisions for all Insurance Coverage
Paragraph 8.25	Insurance Coverage
Paragraph 8.26	Liquidated Damages
Paragraph 8.34	Notices
Paragraph 8.38	Record Retention and Inspection-/Audit Settlement
Paragraph 8.42	Termination for Convenience
Paragraph 8.43	Termination for Default
Paragraph 8.48	Validity
Paragraph 8.49	Waiver
Paragraph 8.58	Prohibition from Participation in Future Solicitation(s)
Paragraph 8.60	Campaign Contribution Prohibition Following Final Decision in Contract Proceeding
Paragraph 9.1	Compliance with County's Living Wage Program
Paragraph 10.0	Survival

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.



CONTRACTOR

INTER-CON SECURITY SERVICES SYSTEMS, INC.

By

**SEE
ORIGINAL**

Name

Title

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

EDWARD YEN
Executive Officer
Clerk of the Board of Supervisors

COUNTY OF LOS ANGELES

By

Kathryn Barger
Chair, Board of Supervisors

By *Maria Oleeda*
Deputy

ATTEST:

EDWARD YEN
Executive Officer of the
Board of Supervisors of the
County of Los Angeles

By *Maria Oleeda*

APPROVED AS TO FORM:

DAWYN R. HARRISON
County Counsel

By *Keever R. Muir*
Keever Rhodes Muir
Senior Deputy County Counsel

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

19 March 18, 2025

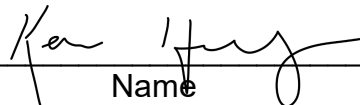
Edward Yen
EDWARD YEN
EXECUTIVE OFFICER

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.

CONTRACTOR

INTER-CON SECURITY SERVICES SYSTEMS, INC.

By



Name

Chief Strategy Officer

Title

COUNTY OF LOS ANGELES

By

**SEE
ATTACHED**

Chair, Board of Supervisors

ATTEST:

EDWARD YEN
Executive Officer of the
Board of Supervisors of the
County of Los Angeles

By **SEE
ATTACHED**

APPROVED AS TO FORM:

DAWYN R. HARRISON
County Counsel

By **SEE
ATTACHED**

Keever Rhodes Muir
Senior Deputy County Counsel

79649

**CONTRACT FOR
ARMED SECURITY GUARD SERVICES**

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SOW ATTACHMENTS

- 1 Contract Discrepancy Report (CDR)
- 2 Service Locations, Hours, and Number of Guards
- 3 Armed Security Guard Services Employee Sign-In/Sign-Out Log

STATEMENT OF WORK (SOW)

1.0 SCOPE OF WORK

- 1.1 The Contractor will provide daily Armed Security Guard Services (Security Services) during business hours for LA County Library (Library) facilities identified in the SOW Attachment 2 (Service Locations, Hours, and Number of Guards) of this Exhibit A, by providing all labor, supervision, equipment, materials and supplies necessary for the Contractor's performance under this Contract. If the Contractor is unable to provide Security Services for a Library facility, an unarmed guard may be placed temporarily and invoiced according with Exhibit B (Pricing Schedule), of the Contract for the affected Library facility.
- 1.1.1 The Contractor will ensure safety and protection of Library personnel, patrons, and property, preventing and deterring illegal activity such as theft, vandalism, and accidents.
- 1.1.2 The Contractor personnel will patrol the entire Library property, including, but not limited to, the facility's interior and exterior, parking lots and parking structures, stairwells, and various points entry to the building.
- 1.1.3 The Contractor personnel will be able to identify, attempt to prevent, and avert potential threats, criminal behaviors, suspicious situations or injuries.
- 1.1.4 The Contractor personnel will be first to act and help people in need in emergency situations and assist in evacuations and other serious security events.
- 1.1.5 The Contractor personnel will monitor Library patron activity to ensure compliance with the Library's Customer Expectations Policy, found at <https://lacountylibrary.org/customer-expectations/>.

2.0 ADDITION AND/OR DELETION OF FACILITIES, SPECIFIC TASKS AND/OR WORK HOURS

- 1.2 County reserves the right to amend the Contract to reflect any changes by an increase or decrease in the number of facilities or days/hours of service for facilities listed in SOW Attachment 2 (Service Locations, Hours, and Number of Guards) of this Exhibit A. County will notify the Contractor, in writing, at least ten (10) business days prior to the effective date of any modifications. The Contractor will be compensated for the Security Services of additional library facilities designated after the Contract's commencement date based on the submission of an approved cost per additional facility. Payment adjustments will be made to reflect such modification in services on a pro-rata basis commensurate with the number of library facilities and/or days/hours of service increased or decreased of the affected library facilities. County will determine the need for modification referenced herein.
- 2.1 All changes must be made in accordance with Paragraph 8.1 (Amendments) of the Contract. All terms in the Contract will extend to any library facility added by the Amendment.

3.0 QUALITY CONTROL

The Contractor must establish and utilize a comprehensive Quality Control Plan (QCP) to ensure the County receives a consistently high level of service throughout the term of the Contract. The QCP must be submitted to the County's Project Monitor for review. The QCP must include, but may not be limited to, the following:

- 3.1** Method of monitoring to ensure that Contract requirements are being met;
- 3.2** A record of all inspections conducted by the Contractor, any corrective action taken, the time a problem was first identified, a clear description of the problem, and the time elapsed between identification and completed corrective action, must be provided to the County upon request.
- 3.3** The Contractor will maintain and update as necessary written policy and procedures regarding the licensing, certification, training files, and work requirements for all Contractor personnel assigned to provide Security Services under the Contract, and will provide updates to the County's Project Monitor for review immediately upon request.

4.0 QUALITY ASSURANCE PLAN

The County will evaluate the Contractor's performance under this Contract using the quality assurance procedures as defined in Paragraph 8.15 (County's Quality Assurance Plan) of the Contract.

4.1 Monthly Meetings

The Contractor is required to attend a scheduled meeting as needed. Advance notification will be given at least one (1) business day prior to the meeting.

4.2 Contract Discrepancy Report

Notification of a Contract discrepancy will be made to the County's Project Monitor as soon as possible whenever a Contract discrepancy is identified. The problem must be resolved within a time period mutually agreed upon by the County and the Contractor.

The County's Project Monitor will determine whether a formal Contract Discrepancy Report (CDR), SOW Attachment 1 of this Exhibit A, will be issued. Upon receipt of this document, the Contractor is required to respond in writing to the County's Project Monitor within five (5) business days, acknowledging the reported discrepancies or presenting contrary evidence. A plan for correction of all deficiencies identified in the CDR must be submitted to the County's Project Monitor within ten (10) business days.

4.3 County Observations

In addition to departmental contracting staff, other County personnel may observe performance, activities, and review documents relevant to this Contract at any time during normal business hours. However, these personnel may not unreasonably interfere with the Contractor's performance.

5.0 DEFINITIONS

Throughout this SOW, references are made to certain persons, groups, or Departments/Agencies. For convenience, a description of specific definitions can be found in Paragraph 2.0 (Definitions), of the Contract. The headings are for convenience and reference only and are not intended to define the scope of any provision thereof.

6.0 RESPONSIBILITIES

The County's and the Contractor's responsibilities are as follows:

COUNTY

6.1 Personnel

The County will administer the Contract according to Paragraph 6.0 (Administration of Contract – County), of the Contract. Specific duties will include:

- 6.1.1 Monitoring the Contractor's performance in the daily operation of this Contract.
- 6.1.2 Providing direction to the Contractor in areas relating to policy, information and procedural requirements.
- 6.1.3 Preparing Amendments in accordance with Paragraph 8.1 (Amendments) of the Contract.

6.2 Furnished Items

6.2.1 Keys/Access Cards/Remote Controls

- A. County will provide three (3) sets of keys/access cards/remote controls, at no cost to the Contractor, for the library facilities to be serviced. The Contractor will acknowledge receipt of the keys/access cards/remote controls accepting full responsibility. Contractor employees are to use keys/access cards/remote controls only in the carrying out of contracted services. All such keys/access cards/remote controls are property of the County and will be returned to the County's Project Monitor upon termination of the Contract.
- B. If additional sets are needed, the Contractor will submit a request in writing to the County's Project Manager. **At no time are the keys to be duplicated by the Contractor.** Any lost or damaged keys/access cards/remote controls will be replaced at the expense of the Contractor based on the County's replacement cost.

6.2.2 Alarm Codes

- A. Contractor may be issued intrusion alarm codes to the library facilities to be serviced. The Contractor accepts full responsibility for the security of the alarm codes and will provide codes only to its employees as required to provide Security Services in accordance with the Contract.

- B. Instructions for the use of intrusion alarms will be provided by the County. If it is determined that the Contractor's employee fails to arm the intrusion alarm or is responsible for a false alarm, liquidated damages will be assessed.

6.2.3 Materials and Equipment

County does not make telephones, computers, faxes, copiers or any County peripherals available for the use of the Contractor's employees. Any such misuse of County property will result in the assigned Contractor employees' immediate removal from working on the Contract and liquidated damages will be assessed.

CONTRACTOR

6.3 Contractor's Project Manager

- 6.3.1 Contractor must provide a full-time Project Manager or designated alternate. County must have access to the Contractor's Project Manager from Monday through Friday, 8:00 a.m. to 6:00 p.m. (Pacific Standard Time).
- 6.3.2 Contractor's Project Manager must act as a central point of contact with the County.
- 6.3.3 Contractor's Project Manager must have at minimum three (3) years of experience of demonstrated experience in the Security Service industry, to include but not limited to, the overseeing of day-to-day operations in the delivery of services, customer relations, and quality control.
- 6.3.4 Contractor's Project Manager/alternate must have full authority to act for Contractor on all matters relating to the daily operation of the Contract. Contractor's Project Manager/alternate must be able to effectively communicate, in English, both orally and in writing.

6.4 Personnel

- 6.4.1 Contractor will assign a sufficient number of staff to perform the required work based on the location requirements. Assigned employees on site must speak and understand English. Additional languages are desirable.

A. Personnel Experience Requirements

Contractor will provide personnel who meet the following experience requirements:

1) Armed Security Guard Supervisor

Armed Security Guard Supervisor (Security Supervisor) will have a minimum of two (2) years paid Security Service industry experience within the last three (3) years. Note: Military service may be accepted as meeting all or part of the security experience requirements, if security experience is clearly articulated in the candidate's military job history.

2) **Armed Security Guard**

Armed Security Guard (Security Guard) will have a minimum of one (1) year of Security Service industry experience within the last three (3) years. Note: Military service may be accepted as meeting all or part of the security experience requirements, if security experience is clearly articulated in the candidate's military job history. If the Contractor is unable to provide armed guards for a Library facility, an unarmed guard may be placed temporarily and the invoice adjusted accordingly.

6.4.2 Contractor will assign at minimum two (2) Security Supervisors exclusively to each Contract to monitor and inspect the personnel and their performance. Actual number of supervisors will be based on the pricing schedule submitted in the proposal.

6.4.3 Contractor will ensure that only personnel assigned to the Contract are permitted at the library facilities at all times.

6.4.4 County may, at any time, give the Contractor written notices to the effect that the conduct or action of a designated employee of the Contractor is, in the reasonable belief of the County, detrimental to the interest of the public patronizing the premises. The Contractor will meet with representatives of the County to consider the appropriate course of action with respect to such matter and the Contractor will take reasonable measures under the circumstances to assure the County that the conduct and activities of the Contractor's employee will not be detrimental to the interest of the public patronizing the premises. The County has the right to approve or disapprove the Contractor's employees.

6.4.5 Contractor's assigned employees will be closely monitored to detect operational irregularities and noncompliance with contractual requirements. It is the Contractor's responsibility to see that the organization oversees the activities, and does not delay, ignore, or otherwise limit contractual obligations to a task, site or operational request from the County.

6.4.6 Background and Investigations

A. Contractor will be required to background check their employees providing services as set forth in this Paragraph 6.4.6.

B. County will not accept any of Contractor's employees who have the following within their background:

- 1) Military conduct that involved dishonorable discharge, bad conduct, or an undesirable discharge;
- 2) Conviction for a sex offense;
- 3) Any conviction of drunk or reckless driving within the last three (3) years;

- 4) Conduct that would preclude the employee from receiving a bond;
- 5) Felony conviction;
- 6) Any pattern of irresponsible behavior including, but not limited to, unsatisfactory driving or employment records; or
- 7) Any pattern of recent or habitual illegal drug use.

6.4.7 Employee File

For each employee assigned to the Contract, the Contractor will maintain an Employee File with comprehensive documents ready for County's Project Monitor to review upon request in accordance with Paragraph 6.4.6 (Background and Investigations), of the SOW. The Employee File will contain copies of the following:

A. Employment Application

B. Employment History

Employment history will include a list of candidate's present or last job first, then all jobs held and any periods of unemployment for the previous ten (10) years, including all security services experience.

- 1) Military Service - All military experience (regular or reserve) must be documented. Include a copy of candidate's Selective Service Card and/or military discharge papers DD214. If candidate does not possess a Selective Service Card or military discharge papers, explain why information is not available.
- 2) Driving Record - Include current printout of the candidate's Department of Motor Vehicle Record is required at the time of the candidate's interview with Department Civilian Background Unit and annually thereafter.
- 3) Bureau of Security and Investigative Services (BSIS) Certified Course in Firearms Training (8 hours) - Include copy of current BSIS Certified Course in Firearms Training.
- 4) California Firearm Qualification Card for assigned employees. - Include copy of current California Firearm Qualification Card. California Firearm Permit for assigned employees - Include copy of current California Firearm Permit.
- 5) Guard Registration Card – Include copy of current Guard Registration Card, issued by the California Department of Consumer Affairs (DCA), Bureau of Security and Investigative Services (BSIS).
- 6) Certificate for Cardiopulmonary Resuscitation (CPR) for Adult, Child, and Infant including Automated External Defibrillator (AED) - Include copy of current Adult, Child, and Infant CPR card, issued by American Red Cross, American Heart

Association, or equivalent provider (8 hours) and Automated External Defibrillator (AED) certification.

- 7) First Aid Certification for Adult, Child, and Infant - Include copy of current First Aid Certification, issued by American Red Cross, American Heart Association, or equivalent provider (8 hours).
- 8) Baton Permit Issued by Bureau of Security & Investigative Services (BSIS) - Include copy of baton permit issued by BSIS.
- 9) MACE/Pepper Spray Permit - Include copy of permit to carry ten percent (10%) solution of oleoresin capsicum (pepper spray).
- 10) Pass result of random drug tests and DMV checks.
- 11) Valid California Class "C" Driver's License or California Identification Card - Include copy of valid California Class "C" Driver's License or California Identification Card.
- 12) High School or G.E.D. diploma or equivalent - Include copy of High School or G.E.D. diploma or equivalent.

C. Site/Post-Specific Orientations and Training

Contractor will conduct site/post-specific orientation and training to ensure assigned employees are familiar with the facilities and understand their responsibilities at the facilities.

D. Annual Performance Evaluations

Contractor will conduct annual performance evaluations for employee. A copy of the employee's performance evaluation will be included in each employee's Employee File.

6.5 Uniforms/Identification Badges

6.5.1 Uniforms

Contractor employees assigned to County facilities must always wear an appropriate and approved uniform at all times. Uniform is to consist of a shirt with the company name and uniform pants, in addition to the approved items listed on number D of this paragraph 6.5.1. All uniforms, as required and approved by the County's Project Manager or their designee, will be provided by and at Contractor's expense.

- A.** Uniforms will be the same for all assigned Contractor employees unless an exception is required or approved by the County's Project Manager.
- B.** Uniforms will be tailored for the employee and will fit appropriately and professionally, with shirts tucked into trousers, and trousers not excessively short or long.
- C.** Uniforms will be clean and neatly pressed, free from stains, tears, or showing excessive wear. Any uniform observed to show excessive wear will be replaced at the Contractor's expense. Undershirts, if

worn, will be clean and free from stains, tears, excessive wear or fading and will be an appropriate color to match the uniform shirt, i.e., white, black or navy.

D. Contractor will obtain written approval for uniform(s) and other related attire from County Project Manager at least thirty (30) calendar days prior to commencing work under the Contract. Uniforms will consist of the following items, unless an exception is required or approved in writing by the Department:

- 1) Trouser – Company standard
- 2) Shirt/blouse – Company standard
- 3) Belt – Solid black or black basket weave
- 4) Tie – Optional
- 5) Tie bar – Optional
- 6) Socks – Solid black or navy blue, appropriate to Trouser color, if boots are not worn and are visible
- 7) Shoes – Solid black, leather, low rise plain-toed oxfords or military type boot, with smooth finish
- 8) Shoulder patches, as required by California Business and Professions Code 7582.27, on both arms of uniform shirt/blouse and jacket
- 9) Jacket, with appropriate shoulder patches, as appropriate to weather conditions – Navy or Black (as needed)
- 10) Identification Badge, with name and photo must be visible while on duty,
- 11) Badge, if applicable, to be worn on the upper left breast of the uniform shirt,
- 12) Name Tags, if applicable, to be worn on the upper right breast of the uniform shirt, and
- 13) Rain gear (as needed).

6.5.2 Identification Badges

Contractor must ensure their employees are appropriately identified as set forth in Paragraph 7.4 (Contractor's Staff Identification), of the Contract, and must include a recent photograph of the employee, within last two (2) years.

6.6 Materials, Equipment, and Accessories

6.6.1 The purchase of all materials, equipment, and accessories to provide the needed services is the responsibility of the Contractor. The Contractor must use materials, equipment, and accessories that are safe for the environment and safe for use by the employee.

6.6.2 Contractor will be responsible for the maintenance of all materials, equipment, and accessories provided to the Contractor employees.

6.6.3 Contractor employees assigned to this contract will be provided with, at least, the following:

A. Current California Guard Registration Card

B. Weapon

- 1) Valid and current firearms permit indicating the specific firearm issued;
- 2) Leather thumb break, break front holster for Colt, Smith & Wesson 38/357 Beretta, 9mm Glock or Sturm Ruger double-action, 38 Special or .357 magnum caliber revolver;
- 3) Ammunition pouch designed to hold two magazines and two Speed Loaders;
- 4) 0.38 caliber, either Winchester 110 grain +P+ or Spear 125 grain+P, semi-jacketed, hollow point or Remington 0.38 Special plus P hollow points 128 grain or Winchester and Round Ball full jacket bullets in accordance with the following:
 - i) Must be factory loaded;
 - ii) A minimum of 12 additional rounds must be carried for the handgun;
 - iii) The ammunition is to be replaced annually;
 - iv) Must be approved by the County.

C. Radios

- 1) Contractor will provide two-way radios with earpiece, lapel microphone, batteries, supplies, and maintenance for radios, as follows:
 - i) Contractor will provide one (1) earpiece radio and lapel microphone for each assigned employee;
 - ii) Contractor will provide a sufficient number of batteries to provide a fully-charged battery and a fully-operational radio for the assigned employee;
 - iii) Contractor will provide one (1) hand-held radio for each Library;
 - iv) Contractor will provide regular maintenance, repair and/or replacement for all radio equipment, as needed;
 - v) Contractor will ensure all radios are programmed and available, and that the radio system is operational prior to commencing work under the Contract, and that the radio system is able to operate efficiently and effectively

throughout the Library premises without interruption and must follow all FCC regulations.

A. Baton

- 1) Valid and current permit for Baton;
- 2) Straight Expandable/Straight Baton or Side Handle Expandable Baton/Side Handle Baton with Baton Ring for the use by assigned employees. Baton must comply with BSIS approved guidelines with the following specifications:
 - i) Material: Wood, synthetic (plastic) substance of equivalent physical properties to the wooden baton (strength, density, and toughness) aluminum, polycarbonate;
 - ii) Length: Between 14 inches and 24 inches, constant, or two section expandable;
 - iii) Weight: Weight in proportion to size as specified by manufacturer;
 - iv) Diameter: Short end: 1 inch to 1 ¼ inches; long end: ¾ inch to 1 ¼ inches;
 - v) Color: Wood may be brown and black, plastic/polycarbonate must be black, metal is black or chrome;
 - vi) Surface: Ends must be rounded blunt; no cutting, ridged, or sharp edges;
 - vii) Loading: Baton cannot be altered or filled with any substance that causes additional weight over manufacturer specifications;
 - viii) Grommet: Black rubber, slipped over the side handle of the baton;
 - ix) Strap: Baton may not be fitted with a strap.

B. Miscellaneous Accessories

- 1) One (1) Key Snap;
- 2) Four (4) keepers;
- 3) One (1) set Handcuffs plus key;
- 4) One (1) 500 Lumen (min.) flashlight;
- 5) Pepper spray (10% solution of oleoresin capsicum in a 1.47 oz. container and carried in holster);
- 6) One (1) Handcuff case;
- 7) Sam/Sally Browne belt, and;
- 8) Personal Protective Equipment (PPE) Pouch.

C. Vehicles

- 1) All vehicles will be provided by the Contractor, at Contractor expense;
- 2) Contractor will provide vehicles to provide relief, make rounds of inspections, conduct random site visits, and fulfill relief and supervisory responsibilities at the different libraries;
- 3) Contractor vehicles will be clearly and easily identifiable, in compliance with California Vehicle Code (VEH) 25279 and must be well maintained and kept clean at all times;
- 4) Contractor provided vehicles will be as follows:
 - i) Less than five (5) years old;
 - ii) In good condition/repair with no visible damages;
 - iii) Properly marked with company name and logo;
 - iv) Suitable for parking lot patrol;
 - v) Tires will be in good condition at all times.
 - vi) Will have the following items in the vehicle:
 - 1) First aid kit;
 - 2) 5lb ABC type fire extinguisher;
 - 3) Hand-held or vehicle spotlight;
 - 4) Traffic cones;
 - 5) Flares;
 - 6) Yellow scene management (banner guard type) tape.
- 5) Contractor will maintain and provide, upon request by County, a current vehicle list, including description, license plate numbers, and vehicle identification numbers of all Contractor owned vehicles used by assigned employees. All vehicles must be in safe operating condition in compliance with all California Vehicle Code regulations.
- 6) County may conduct periodic inspections of all Contractor vehicles used to provide services under the Contract.

6.7 Training

- 6.7.1** Contractor must provide training programs for all new employees and continuing in-service training for all employees.
- 6.7.2** Contractor's assigned employees must comply with the training, licensing, and certification requirements of the Department of Consumer Affairs (DCA), Bureau of Security and Investigative Services (BSIS), Title 16, Division 7 of the California Code of Regulations, Article 9, Skills Training

Course for Security Guards under the California Business and Professional sections 7581, 7583.5, 7583.6, and 7583.7.

6.7.3 Contractor must provide proof of training to the County upon completion of initial assignment and annually thereafter. Proof of training must include a list of subjects trained in and a signature from the employee acknowledging training and understanding. All company training records, including course materials, must be available for inspection at the request of the County. Training include but not limited to:

- A.** Sexual Harassment Prevention Training – Per Government Code 12950.1 (AB1825) Two (2) hours of classroom training regarding sexual harassment prevention for all supervisory employees.
- B.** Power to Arrest Training
- C.** Baton Training
- D.** Firearm Training
- E.** First Aid/CPR
- F.** Emergency Response Issues (Bomb Threat, Fire, Disruptive Behavior)
- G.** Emergency Procedures Related to Medical, Life / Safety and Acts of Nature
- H.** Evacuation Procedures – Power Outage and Hostage Taking
- I.** Threat Assessment
- J.** Detecting Unusual Behavior, Warning Signs, and Awareness
- K.** Conflict Management – De-escalating Situation
- L.** Recognizing Gender & Racial Harassment & Discrimination
- M.** Safety Awareness
- N.** Weapon of Mass Destruction & Terrorism Awareness
- O.** Customer Service

6.7.4 Prior to their first day of assignment, the Contractor will provide all the assigned employees with training and orientation regarding their assigned tasks and in the safe handling of equipment, including, but not limited to entry alarms, doors, work requirements, and restrictions. All equipment will be checked daily for safety. All employees must wear safety and protective gear according to OSHA standards.

6.7.5 County may audit Contractor's training classes and/or inspect employee training records, including but not limited to licenses, permits, and certifications at County's discretion.

6.7.6 Contractor will ensure that assigned employees understand their roles and responsibilities under the Contract to (1) intervene to prevent injurious acts to persons and property, (2) assist patrons and library personnel in

emergency situation, (3) provide a uniformed presence as a deterrent to crime, (4) de-escalate hostile, aggressive, and violent situations, (5) know the content and Location of Post Orders, (6) understand their role and responsibilities at the specific Location, and (7) provide a professional and courteous demeanor to County clients, employees, and other assigned employees.

6.7.7 Firearms

- A.** Contractor will require all assigned employees to qualify with their weapon twice annually, once during the first six (6) months of the calendar year and once during the second six (6) months of the calendar year according to BSIS regulations. Firearms qualification slips will be filed with Contractor, maintained in the Training File, and be available for audit by County personnel, upon request.
- B.** Contractor will ensure that all firearms training is in compliance with the California Firearms Training Standards prescribed by California Department of Consumer Affairs (DCA), Bureau of Investigative Services (BSIS). Firearms training is required for all assigned employees.

6.7.8 Contractor Business Continuity Plan (BCP) and Disaster Preparedness Plan (DPP) – Emergency Response and Training

- A.** In compliance with County Chief Executive Office, Emergency Management guidelines, County requires that Contractor submit a Business Continuity Plan (BCP) and Disaster Preparedness Plan (DPP) for each Location.
- B.** The Department is responsible for providing security for many essential County programs and services. Contractor's BCP and DPP are used for service restoration in the event of an emergency. In order to ensure uninterrupted services for essential County programs, Contractor will:
 - 1) Prepare a BCP and DPP for each location within thirty (30) calendar days of commencement of the Contract and submit to the County's Project Director and County's Project Manager for approval.
 - 2) Conduct emergency response drills for each library facility where services are provided, at a minimum of one (1) time per year. Emergency drills are to be conducted in cooperation with the Department personnel and/or local emergency responders and library facility administration personnel. Contractor will document and report the results of these emergency response drills to the County's Project Manager.
 - 3) Conduct a tabletop (scenario) BCP and DPP exercise, for each library facility where services are provided, at a minimum of one (1) time per year. The tabletop exercise will ensure that

information in BCP and DPP is complete and accurate and that the assigned employees know their responsibilities in an emergency. Results of tabletop (scenario) exercises are to be documented and reported to the County's Project Director and County' Project Manager. The report will include, but is not limited to, an overview of the exercise conducted, name and position of participant(s), nature of any deficiencies, a corrective action plan, and the timeframe to correct deficiencies. Contractor will ensure all information included in the BCP and DPP is accurate and complete. Contractor will update the BCP and DPP, including employee contact information, on an ongoing basis to ensure information contained in the BCP and DPP complete and accurate, and provide an updated copy to the County's Project Manager. All BCP and DPP is incorporated herein by this reference.

- 4) Failure to comply with the requirements of this Paragraph 6.7.8 may result in a County imposed Liquidated Damages against the Contractor and. If non-compliance persists, County may terminate or suspend the Contract.

6.8 Contractor's Office

Contractor must maintain an office with a telephone in the company's name where Contractor conducts business. The office must be staffed during the hours of 8:00 a.m. to 9:00 p.m., Monday through Friday, by at least one (1) employee who can respond to inquiries and complaints which may be received about the Contractor's performance of the Contract. When the office is closed, the Contractor's after-hours/emergency number will be utilized to address inquiries and complaints. If voicemail is utilized, the Contractor's Project Manager must respond within thirty (30) minutes of receipt of the initial call.

6.9 Contractor's Damage

Contractor will be responsible for the repair of all damages incurred to existing library facilities by the Contractor's employees. All repairs will be performed by the County, and the Contractor will reimburse the County for the value of the repair.

6.10 Emergency Procedures

- 6.10.1** Contractor will immediately report any property emergency situation such as vandalism, broken water pipes, windows, doors, etc., to the Library Staff and follow the instruction from the Library Staff.
- 6.10.2** Contractor will immediately call 911 for any medical emergency such as fainting, heart attack, seizure, choking, etc., and then provide First Aid or any assistance prior to the arrival of professional medical help. Attempt first aid ONLY if trained and qualified.
- 6.10.3** Contractor will immediately call 911 for any physical altercation emergency such as fighting, physical aggression, hostage situation, etc.,

and then attempted to de-escalate and gain control over the situation to prevent escalation until the arrival of law enforcement.

6.11 Safety

6.11.1 Contractor agrees to perform all work outlined in the Contract in a way that meets all accepted standards for safe practices related to the work; and agrees additionally to accept the sole responsibility for complying with all local, county, state, or other legal requirements at all times to protect all persons including the Contractor's employees, agents of the County, vendors, members of the public, or others from foreseeable injury or damage to their property or person.

6.11.2 Contractor will cooperate fully with County in the investigation of any accidental injury or death occurring on the premises including a complete written report thereof to the County within five (5) calendar days following the occurrence.

7.0 HOURS/DAY OF WORK

Contractor employees' hours and days of service will vary based on each Library facility as set forth in SOW Attachment 2 (Service Locations, Hours, and Number of Guards), of the SOW.

7.1 Assigned employees will arrive one (1) hour prior to the library opening and will leave fifteen (15) minutes after the library closes, unless otherwise authorized by the County.

7.2 Contractor is not required to provide services on County-recognized holidays or days of library facility closure. County will provide a list of County-recognized holidays upon commencement of the Contract.

8.0 WORK SCHEDULES

8.1 Contractor must submit for review and approval a work schedule for each facility to the County's Project Monitor within fifteen (15) days prior to the start of the Contract.

8.2 Contractor will have discretion over the deployment of assigned employees if service levels are met.

8.3 Post Assignments

8.3.1 Contractor will provide sufficient assigned employees to ensure there are no uncovered posts, in accordance with the County's staffing requirements, as set forth in SOW Attachment 2 (Service Locations, Hours, and Number of Guards), of the SOW, unless County gives written approval of an exception, modification, or change.

8.3.2 Assigned employees will not leave assigned posts until they are properly relieved.

8.3.3 Assigned employees will take breaks on site, i.e., Lunch on Post.

- 8.3.4** County will view any uncovered post as a breach of performance. More than three (3) incidents within a thirty (30) day period or three (3) consecutive days will result in liquidated damages, and possible termination of the Contract and/or debarment.

8.4 Absence

- 8.4.1** In the event of an assigned employees absence, Contractor will deploy a replacement Security Guard or the on-duty Security Supervisor to the library site immediately to always ensure coverage. If the Security Supervisor is deployed to stand post until a replacement Security Guard arrives, County will only be billed as the Security Guard rate while waiting for the replacement. The replacement will report to the Post within one (1) hour or less from unplanned absence notification.
- 8.4.2** In the event that the assigned employee must leave during the workday, Contractor will send a replacement Security Guard within one (1) hour or less of the assigned employee's unscheduled departure. If a Security Supervisor replaces a Security Guard, the Contractor will bill the County at the Security Guard's rate. Failure to replace the assigned employee will result in liquated damages.

9.0 UNANTICIPATED WORK

- 9.1** The County's Project Manager or designee may request and authorize the Contractor to perform unanticipated work.
- 9.2** Prior to performing any unanticipated work, the Contractor must prepare and submit a written description of the work to be performed with associated costs. All unanticipated work must be approved by the County's Project Manager or designee before beginning the work. In any case, no unanticipated work will commence without prior authorization. Contractor will submit a separate invoice to County after the completion of the service.
- 9.3 Unanticipated Work Due to Security Incidents**

When a condition exists wherein there is imminent danger of injury to the public or damage to property, and the assigned employee is ending their shift, the assigned employee will remain on shift to address the situation, as appropriate. As soon as it is safe to do so, the assigned employee will notify the Security Supervisor of the incident requiring extra time on the assignment. Security Supervisor or Contractor's Project Manager will notify the County's Project Manager or designee to advise them of the situation and request approval for the unanticipated work. A written estimate must be sent within twenty-four (24) hours of approval. Contractor will submit a separate invoice to the County after the completion of the service.

10.0 SIGN-IN REQUIREMENTS

All Contractor employees are required to sign-in and sign-out (in ink) with the date and time of arrival and departure. SOW Attachment 3 (Armed Security Guard Services Employee Sign-In/Sign-Out Log) of the SOW, is provided at each library facility and must be kept on site.

11.0 SPECIFIC WORK REQUIREMENTS

11.1 Performance Expectations

All assigned employees are required to adhere to the performance expectations listed below. In the event of an incident involving misuse of authority by assigned employees, the County may conduct an administrative investigation of allegations.

- A.** Must report to work in full uniform. No changing into or out of uniform on Library premises.
- B.** Must be punctual in accordance with Paragraph 7.1 (Hours/Days of Work), of the SOW.
- C.** Must continuously display courtesy, cultural sensitivity, good manners, and a professional and respectful demeanor.
- D.** Must remain awake, alert, and attentive during their shifts, without exception.
- E.** Must take all breaks, including meals, on-site. All library sites have an available staff/break room. Unauthorized areas for breaks and lunches are prohibited.
- F.** Must always maintain a professional appearance, including, but not limited to:
 - 1) Maintain long hair tied back (bun or ponytail).
 - 2) Sideburns, mustaches, and beards will be neatly trimmed and clean.
 - 3) No facial piercings.
 - 4) No visible tattoos.
 - 5) No excessively long nails
- G.** Must adhere to all regulations regarding proper use of firearms as set forth in California Penal Code sections 830.1 through 854.
- H.** Must maintain and handle all firearms and batons safely.
- I.** Prohibited from eating, reading, or using personal electronic devices, including radios, cellular telephones, televisions, at their posts at any time.
- J.** Prohibited from chewing gum.
- K.** Prohibited from wearing unauthorized hats, caps or bandanas.
- L.** Prohibited from wearing sunglasses indoors; or wearing sunglasses stacked on forehead.
- M.** Prohibited from leaning against walls, doors, etc.
- N.** Prohibited from indiscreet conduct or actions.
- O.** Prohibited from removing or borrowing items owned by County employees, including but not limited to radios, heaters, fans.
- P.** Prohibited from sitting inside a vehicle or driving a vehicle to monitor the library premises.

- Q.** Prohibited from using County telephones except for the purpose of contacting Security Supervisors.
- R.** Prohibited from excessive socializing with the public, County employees, or other assigned employees.
- S.** Prohibited from storing baton, firearms or Sam/Sally Browne belt at the library premises.
- T.** Prohibited from using firearms and batons as a measure of threat or intimidation, and instead, will be used only in life threatening or restraint situations.
- U.** Prohibited from bringing, carrying or using any firearms, holsters, and ammunition banned by California law (Penal Code 30510, 30515, and 32310) at any time.
- V.** Prohibited from cleaning their firearms on library premises at any time.
- W.** Prohibited from bringing contraband, flammables, sharp objects, and sporting goods onto library premises.

11.2 General Duties

All assigned employees are required to adhere to the following:

- A.** Become familiar with the assigned library premises.
- B.** Follow all Federal, State and local laws that apply to the provision of Armed Security Guard services, particularly those dealing with arrest, licensing, training, and certifications as set forth in California Penal Code sections 830.1 through 854, and with all Department rules and regulations.
- C.** Maintain a good working knowledge of self-defense and lawful public restraint procedures.
- D.** Upon initial arrival, perform a security inspection of the exterior of the library premises; once Library staff opens the building, perform a full security inspection of the interior.
- E.** Walk and monitor the interior and exterior of the library premises, including the parking lots and sidewalks, at least two (2) times per hour.
- F.** Detect and prevent individuals or groups from committing acts which are injurious to other individuals or to property.
- G.** Safeguard library premises against fire, theft, vandalism, and illegal entry.
- H.** React quickly and take command of emergent incidents and use sound judgment and discretion in handling unruly members of the public.
- I.** Detain for further investigation or arrest by local law enforcement when 1) the officer witnesses the commission of a felony or misdemeanor by such individual(s) or has reasonable cause to suspect that a felony or misdemeanor was committed by such individual(s), and 2) detention is necessary to prevent further harm.

- J.** Conduct searches, as necessary, for firearms and contraband, and provide details on individuals for investigations, detention, or arrest.
- K.** Contraband will not be taken or stored into temporary custody. Only contraband items resulting in an arrest will be confiscated and released to a law enforcement officer.
- L.** Provide information and assistance to the public as needed.
- M.** Monitor Library patron activity to ensure compliance with the Library's Customer Expectations Policy. Most current policy is found at <https://lacountylibrary.org/customer-expectations/>.
- N.** Investigate questionable acts or behavior observed or reported on library premises, and question witnesses and suspects to ascertain or verify facts, when there is reasonable suspicion and cause to do so.
- O.** Lock or unlock gates and doors as directed by Library Staff.
- P.** Ensure that only authorized personnel are permitted access to closed or restricted areas of the library premises and detain unidentified or unauthorized individuals.
- Q.** Respond to reports of ill or injured visitors, patrons, or employees; render first aid and notify local law enforcement and/or emergency personnel. Report incident to the Library Staff as soon as possible.
- R.** Relay reports of bomb threats immediately to corresponding local law enforcement and Library Staff; participate in bomb searches as directed law enforcement.
- S.** Respond to a scene of disturbance and/or locally activated fire, burglary, or other alarms, evaluate the situation, and take appropriate action.
- T.** Monitor building alarm systems and electronic surveillance equipment, such as closed-circuit television (CCTV) monitors, in buildings, halls, or parking lots, if available at the facility or as directed by Library Staff.
- U.** Receive additional training in the use of County-provided radio equipment, if applicable, including knowledge of all appropriate codes, and ensure that such equipment is properly used, stored and maintained as required.
- V.** Respond to Library Staff request to handle an emergency, as needed, during rest break and lunch break (lunch on post).
- W.** Complete and submit an incident report for each security incident.
- X.** Provide monthly (or as needed) written facility security assessments and recommendations.
- Y.** Prior to departure, perform a security inspection the interior and exterior of the library premises and once Library staff closes the building, escort Library staff to their vehicles, as requested.

11.3 Security Supervisor Duties

All Security Supervisors must adhere to the following:

- A.** Provide direction and instruction to assigned employees by making daily rounds of assigned library locations and monitoring performance under this Contract.
- B.** Explain post procedures, outlined above, to all assigned employees.
- C.** Immediately respond to on-site emergencies, providing support as needed.
- D.** Provide training to assigned employees under direct supervision and ensure that each employee fully understands the duties and services to be provided under this Contract, prior to starting work as set forth throughout the Contract.
- E.** Be available for inspections from the County.
- F.** Be available to the assigned employees during the assigned shift.
- G.** Provide technical and administrative advice to assigned employees, as appropriate.
- H.** Ensure that assigned coverage is appropriate and adequate to meet County requirements.
- I.** Inform assigned employees of any deviations from acceptable practices and procedures, instruct employees on the proper methods and procedures, and explain conditions in which deviations are permissible.
- J.** Respond to requests by assigned employees for assistance.
- K.** Have a thorough knowledge of radio usage and codes, and train assigned employees in these areas.
- L.** Conduct investigations of incidents and prepare a written memorandum or Incident Report (IR) as appropriate.
- M.** Provide relief for assigned employees, as necessary.
- N.** Conduct roll call briefings that include the following:
 - 1) Inspection of assigned employees
 - 2) Briefing of previous shift(s) activity and incidents
 - 3) Briefing of target hazards, special events, special requests.
 - 4) Issue earpiece radios, radios, radio holders and keys (as appropriate) to assigned employees.

11.4 Court Appearance and/or County Investigation

- 11.4.1** Assigned employees may be required to appear in court or make statements to investigators regarding incidents on library premises. If an assigned employee is called upon as a witness, County will reimburse Contractor for the court appearance or investigation interview, based on review and approval by the County.

11.4.2 County will pay up to eight (8) hours per day of straight time for each summoned assigned employees when a court appearance or investigation interview is required. If the court appearance or investigation interview occurs during an assigned employee's normal work shift, Contractor will provide back-up coverage which will be reimbursed at straight time.

11.4.3 Contractor will list court appearances and/or investigation interviews as a separate line item on Contractor's invoice, and must attach supporting document, such as a copy of the police report, Incident Report, subpoena, and/or written request for appearance. County will have the discretion to approve or deny invoice payment request based upon the documentation presented.

11.5 Reporting Requirements

Contractor and/or assigned employees will prepare, submit, and maintain the following documents; and the Contractor will submit the documents at the frequency defined or upon the request of the County.

11.5.1 Complaint Investigation Report

Contractor will submit a Complaint Investigation Report (CIR) within five (5) business days after receiving a complain. The CIR will outline the complaints, result of investigation, and corrective actions taken.

11.5.2 Training Program Reports

- A.** Contractor will ensure that all assigned employees remain current in all required training and certifications. Training may be provided in person or online.
- B.** Contractor will establish a method of tracking all required certificates, training, and training updates needed to maintain compliance with this Contract.
- C.** Contractor will be responsible for maintaining a Training File under the Employee File for each employee assigned to provide services under the Contract.

11.5.3 Notification of Infectious Potential

- A.** Contractor will immediately notify the County of any assigned employees reporting contact with, or evidencing signs or symptoms indicating the presence of, an infectious disease. Any assigned employees determined to have infectious potential will be removed from their assignment until it has been determined that the individual is no longer infectious as evidenced by a doctor's note.
- B.** County may provide, without incurring liability, referrals to Contractor and its assigned employees with respect to health examinations, vaccinations, or other medical treatment which may be necessitated as a result of infection potential notification.

11.5.4 Incident Report

Assigned employees will create and submit an incident report following any security, fire or medical incident where the assigned employee was notified or intervened. This report must include details related to time, place, description of situation, parties involved, action taken and the employee's signature. Completed reports must be submitted to the Security Supervisor, immediately, but no later than the end of shift. Security Supervisor will review the document, request additional information or clarification and approve with their signature. Once approved, the report must be forwarded to the County by the following day.

12.0 GREEN INITIATIVES

- 12.1** Contractor must use reasonable efforts to initiate "green" practices for environmental and energy conservation benefits.
- 12.2** Contractor must notify County's Project Manager of Contractor's new green initiatives prior to the Contract commencement.

13.0 NON-INTERFERENCE

Contractor will not interfere with the public use of the premises and will conduct its operations as to offer the least possible obstruction and inconvenience to the public or disruption to the peace and quiet of the area within which the services are performed.

EXHIBIT A

STATEMENT OF WORK ATTACHMENT

- **SOW Attachment 1** – Contract Discrepancy Report (CDR)
- **SOW Attachment 2** – Service Locations, Hours, and Number of Guards
- **SOW Attachment 3** – Armed Security Guard Services Employee Sign-In/Sign-Out Log

LA COUNTY LIBRARY CONTRACT DISCREPANCY REPORT

Date Submitted to Contractor: _____

TO: (Contractor) **John Doe**
ABC 123, Inc.

FROM:	Jane Smith Contract Services Unit	Phone No.: (562) 940 – 6780 email
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CONTRACT NO.	12345	CONTRACT TITLE:	Armed Security Guard Services – Area 100
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TYPE OF DISCREPANCY: _____

DISCREPANCY DETAILS:

CONTRACTOR RESPONSE INSTRUCTIONS:

1. Acknowledge the receipt of the Contract Discrepancy Report to the County Contract Project Manager within five (5) business days.
2. Review the discrepancy.
3. Review the Contract reference for compliance.
4. Identify the cause of the problem and determine a corrective action.
5. Respond to the Contract Discrepancy Report in writing by submitting a formal letter of response to the County Contract Project Monitor within ten (10) business days.

COUNTY EVALUATION OF CONTRACTOR RESPONSE:

County will evaluate the response and will reply to the Contractor indicating satisfactory or unsatisfactory completion of the corrective action.

LA COUNTY LIBRARY
Service Locations, Hours, And Number of Guards

SOW Attachment 2

AREA 600

Minimum Number of Guard	Library	Street	City	Zip Code	Mon	Tue	Wed	Thu	Fri	Sat	Sun
1	Anthony Quinn Library	3965 Cesar E. Chavez Ave.	Los Angeles	90063	10-8	10-8	10-8	10-8	10-6	10-6	Closed
1	Bell Library	4411 East Gage Ave.	Bell	90201	Closed	12-8	12-8	10-6	10-6	10-6	Closed
1	Bell Gardens Library	7110 S. Garfield Ave.	Bell Gardens	90201	Closed	12-8	12-8	10-6	10-6	10-6	Closed
1	Chet Holifield Library	1060 South Greenwood Ave.	Montebello	90640	10-6	12-8	12-8	10-6	10-6	Closed	Closed
1	City Terrace Library	4025 East City Terrace Drive	Los Angeles	90063	10-8	10-8	10-8	10-8	10-6	10-6	Closed
1	Cudahy Library	5218 Santa Ana Street	Cudahy	90201	Closed	12-8	12-8	10-6	10-6	10-6	Closed
1	East Los Angeles Library	4837 East 3rd Street	Los Angeles	90022	10-8	10-8	10-8	10-8	10-6	10-6	1-5
1	El Camino Real Library	4264 East Whittier Blvd.	Los Angeles	90023	10-8	10-8	10-8	10-8	10-6	10-6	Closed
1	Huntington Park Library	6518 Miles Ave.	Huntington Park	90255	Closed	12-8	12-8	10-6	10-6	10-6	Closed
1	Los Nietos Library	8511 Duchess Drive	Whittier	90606	10-8	10-8	10-8	10-8	10-6	10-6	Closed
1	Maywood Cesar Chavez Library	4323 East Slauson Ave.	Maywood	90270	Closed	12-8	12-8	10-6	10-6	10-6	Closed
1	Montebello Library	1550 West Beverly Blvd.	Montebello	90640	Closed	12-8	12-8	10-6	10-6	10-6	Closed
1	Pico Rivera Library	9001 Mines Ave.	Pico Rivera	90660	Closed	12-8	12-8	10-6	10-6	10-6	Closed
1	Rivera Library	7828 S. Serapis Ave.	Pico Rivera	90660	10-6	12-8	12-8	10-6	10-6	Closed	Closed
1	Rosemead Library	8800 Valley Blvd.	Rosemead	91770	Closed	12-8	12-8	10-6	10-6	10-6	Closed
1	San Gabriel Library	500 South Del Mar Ave.	San Gabriel	91776	Closed	12-8	12-8	10-6	10-6	10-6	Closed
1	Sorensen Library	6934 Broadway Ave.	Whittier	90606	10-8	10-8	10-8	10-8	10-6	10-6	Closed
1	Temple City Library	5939 Golden West Ave.	Temple City	91780	Closed	12-8	12-8	10-6	10-6	10-6	Closed

Total # of Library Facilities 18

LA COUNTY LIBRARY

Service Locations, Hours, And Number of Guards

Facilities Serviced Upon Request Only - Area 600

Library Facilities	Address	City	Zip Code
A C Bilbrew Library	150 E. El Segundo Blvd.	Los Angeles	90061
Acton Agua Dulce Library	33792 Crown Valley Rd.	Acton	93510
Agoura Hills Library	29901 Ladyface Court	Agoura Hills	91301
Alondra Library	11949 Alondra Blvd.	Norwalk	90650
Angelo M. Iacoboni Library	4990 Clark Ave.	Lakewood	90712
Artesia Library	18801 Elaine Ave.	Artesia	90701
Avalon Library	215 Sumner Ave.	Avalon	90704
Baldwin Park Library	4181 Baldwin Park Blvd.	Baldwin Park	91706
Carson Library	151 East Carson Street	Carson	90745
Castaic Library	27971 Sloan Canyon Road	Castaic	91384
Charter Oak Library	20540 Arrow Highway, Suite K	Covina	91724
Claremont Helen Renwick Library	208 N. Harvard Ave.	Claremont	91711
Clifton M. Brakensiek Library	9945 E. Flower Street	Bellflower	90706
Compton Library	240 West Compton Blvd.	Compton	90220
Culver City Julian Dixon Library	4975 Overland Ave.	Culver City	90230
Diamond Bar Library	21800 Copley Dr.	Diamond Bar	91765
Dr. Martin Luther King, Jr. Library	17906 South Avalon Blvd.	Carson	90746
Duarte Library	1301 Buena Vista Street	Duarte	91010
East Rancho Dominguez Library	4420 East Rose Street	E. Rancho Dominguez	90221
El Monte Library	3224 Tyler Ave.	El Monte	91731
Florence Library	7807 Compton Ave	Los Angeles	90001
Gardena Mayme Dear Library	1731 West Gardena Blvd.	Gardena	90247
George Nye Jr. Library	6600 Del Amo Blvd.	Lakewood	90713
Graham Library	1900 East Firestone Blvd.	Los Angeles	90001
Hacienda Heights Library	16010 La Monde Street	Hacienda Heights	91745
Hawaiian Gardens Library	11940 Carson Street	Hawaiian Gardens	90716
Hawthorne Library	12700 Grevillea Ave.	Hawthorne	90250
Hermosa Beach Library	550 Pier Ave.	Hermosa Beach	90254
Hollydale Library	12000 Garfield Ave.	South Gate	90280
La Canada Flintridge Library	4545 North Oakwood Ave.	La Canada Flintridge	91011
La Crescenta Library	2809 Foothill Blvd.	La Crescenta	91214
La Mirada Library	13800 La Mirada Blvd.	La Mirada	90638
La Puente Library	15920 East Central Ave.	La Puente	91744
La Verne Library	3640 D. Street	La Verne	91750
Lake Los Angeles Library	16921 East Ave. O, #A	Palmdale	93591
Lancaster Library	601 W. Lancaster Blvd.	Lancaster	93534
Lawndale Library	14615 Burin Ave.	Lawndale	90260
Leland R. Weaver Library	4035 Tweedy Blvd.	South Gate	90280
Lennox Library	4359 Lennox Blvd.	Lennox	90304
Library Headquarters	7400 E. Imperial Hwy	Downey	90242
Littlerock Library	35119 80th Street East	Littlerock	93543
Live Oak Library	22 W. Live Oak Ave.	Arcadia	91007
Lloyd Taber-Marina Del Rey Library	4533 Admiralty Way	Marina del Rey	90292
Lomita Library	24200 Narbonne Ave.	Lomita	90717
Lynwood Library	11320 Bullis Road	Lynwood	90262
Malibu Library	23519 West Civic Center Way	Malibu	90265
Manhattan Beach Library	1320 Highland Ave.	Manhattan Beach	90266
Masao W. Satow Library	14433 South Crenshaw Blvd.	Gardena	90249

LA COUNTY LIBRARY

Service Locations, Hours, And Number of Guards

Facilities Serviced Upon Request Only - Area 600

Library Facilities	Address	City	Zip Code
North County Regional Office	21182 Centre Pointe Parkway	Santa Clarita	91350
Norwalk Library	12350 Imperial Hwy.	Norwalk	90650
Norwood Library	4550 North Peck Road	El Monte	91732
Paramount Library	16254 Colorado Ave.	Paramount	90723
Pico Rivera Library	9001 Mines Ave.	Pico Rivera	90660
Quartz Hill Library	5040 West Ave. M-2	Quartz Hill	93536
Rivera Library	7828 S. Serapis Ave.	Pico Rivera	90660
Rowland Heights Library	1850 Nogales Street	Rowland Heights	91748
San Dimas Library	145 North Walnut Ave.	San Dimas	91773
San Fernando Library	217 N. Maclay Ave.	San Fernando	91340
South El Monte Library	1430 North Central Ave.	South El Monte	91733
South Whittier Library	11543 Colima Road	Whittier	90604
Stevenson Ranch Library	25950 The Old Rd.	Stevenson Ranch	91381
Sunkist Library	840 North Puente Ave.	La Puente	91746
Topanga Library	122 N. Topanga Canyon Blvd.	Topanga	90290
View Park Bebe Moore Campbell Library	3854 W. 54th Street	Los Angeles	90043
Walnut Library	21155 La Puente Road	Walnut	91789
West Covina Library	1601 West Covina Parkway	West Covina	91790
West Hollywood Library	625 N. San Vicente Blvd.	West Hollywood	90069
Westlake Village Library	31220 Oak Crest Dr.	Westlake Village	91361
Willowbrook Library	11737 Wilmington Ave.	Los Angeles	90059
Wiseburn Library	5335 West 135th Street	Hawthorne	90250
Woodcrest Library	1340 West 106th Street	Los Angeles	90044
Hollypark Service Center	2150 W. 120th Street	Hawthorne	90250
Norwalk Government Center	12440 E Imperial Hwy	Downey	90650
Antelope Valley East Bookmobile	North County Regional Office	Santa Clarita	91350
Antelope Valley West Bookmobile	Lancaster Library	Lancaster	93535
East Bookmobile	West Covina Library	West Covina	91790
Gateway Bookmobile	West Covina Library	West Covina	91791

ARMED SECURITY GUARD SERVICES EMPLOYEE SIGN-IN/SIGN-OUT LOG

LIBRARY FACILITY: _____ MONTH/YEAR: _____

Attention: All security contractor employees must sign-in & out upon arrival, lunch, and departure. Please refer to the instruction at the bottom of this form.

Date	Name (First & Last) (Please Print)	Arrival Time \	Lunch		Departure Time	Signature
			Out	In		
		:	:	:	:	
		:	:	:	:	
		:	:	:	:	
		:	:	:	:	
		:	:	:	:	
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		:	:	:	:	
		:	:	:	:	
		:	:	:	:	
		:	:	:	:	

Contractor Employees: ALL employees are to sign in & out (Includes: Armed Security Guard, Armed Security Guard Supervisors, Contractor Project Manager, etc). No unauthorized employee is allowed in the building without prior approval from the LA County Library Contract.

- Library Staff:**
1. Please ensure name of Library and month/year is completed at top of this document
 2. Please email this document to Contract Services Unit at: Contractservices@library.lacounty.gov
(Note: please include Form name and Library name on email subject line)
- (DO NOT MAIL OR FAX THIS DOCUMENT)

PRICING SCHEDULE

PRICING SCHEDULE ARMED SECURITY SERVICES

PAGE 1 OF 1

FACILITY: Anthony Quinn Library

STAFFING AND RATES

Position Titles	Number of Employees Assigned	Hours of Service		Hourly Rate
		Hours per Week	Hours per Month	
Supervisor: Armed Supervisor	4	138.4	599.78	\$26.50
Armed Guard: Armed Guard	2	63.50	275.17	\$24.50
Unarmed Guard: Unarmed Guard	0	0	0.00	\$19.50

*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.

COST

In accordance with the Specific Work Requirements of the Statement of Work (SOW) and its frequencies, the Proposer is herewith submitting the following Pricing Schedule for the work to be performed at this facility.

TOTAL SERVICE COST PER YEAR:

\$481,907.41

FLAT DAILY RATE:

Armed Security Guard Flat Daily Rate to be added or deducted to Annual Contactor's Fee when increasing or reducing days of service at this library.

\$707.36 per day (use figures)

FLAT DAILY RATE:

Unarmed Security Guard Flat Daily Rate to be added or deducted to Annual Contactor's Fee when increasing or reducing days of service at this library.

\$587.60 per day (use figures)

By submission of this Proposal, Proposer certifies that the prices quoted herein have been arrived at independently without consultation, communication, or agreement with any other Proposer or competitor for the purpose of restricting competition.

PRICING SCHEDULE ARMED SECURITY SERVICES

PAGE 1 OF 1

FACILITY: Bell Library

STAFFING AND RATES

Position Titles	Number of Employees Assigned	Hours of Service		Hourly Rate
		Hours per Week	Hours per Month	
Supervisor: Armed Supervisor	See Anthony Quinn Library	See Anthony Quinn Library	See Anthony Quinn Library	See Anthony Quinn Library
Armed Guard: Armed Guard	1	46.25	200.42	\$24.50
Unarmed Guard: Unarmed Guard	0	0	0.00	\$19.50

*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.

COST

In accordance with the Specific Work Requirements of the Statement of Work (SOW) and its frequencies, the Proposer is herewith submitting the following Pricing Schedule for the work to be performed at this facility.

TOTAL SERVICE COST PER YEAR:

\$92,977.30

FLAT DAILY RATE:

Armed Security Guard Flat Daily Rate to be added or deducted to Annual Contactor's Fee when increasing or reducing days of service at this library.

\$595.66 per day (use figures)

FLAT DAILY RATE:

Unarmed Security Guard Flat Daily Rate to be added or deducted to Annual Contactor's Fee when increasing or reducing days of service at this library.

\$490.99 per day (use figures)

By submission of this Proposal, Proposer certifies that the prices quoted herein have been arrived at independently without consultation, communication, or agreement with any other Proposer or competitor for the purpose of restricting competition.

PRICING SCHEDULE ARMED SECURITY SERVICES

PAGE 1 OF 1

FACILITY: Bell Gardens Library

STAFFING AND RATES

Position Titles	Number of Employees Assigned	Hours of Service		Hourly Rate
		Hours per Week	Hours per Month	
Supervisor: Armed Supervisor	See Anthony Quinn Library	See Anthony Quinn Library	See Anthony Quinn Library	See Anthony Quinn Library
Armed Guard: Armed Guard	1	46.25	200.42	\$24.50
Unarmed Guard: Unarmed Guard	0	0	0.00	\$19.50

*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.

COST

In accordance with the Specific Work Requirements of the Statement of Work (SOW) and its frequencies, the Proposer is herewith submitting the following Pricing Schedule for the work to be performed at this facility.

TOTAL SERVICE COST PER YEAR:

\$92,977.30

FLAT DAILY RATE:

Armed Security Guard Flat Daily Rate to be added or deducted to Annual Contactor's Fee when increasing or reducing days of service at this library.

\$595.66 per day (use figures)

FLAT DAILY RATE:

Unarmed Security Guard Flat Daily Rate to be added or deducted to Annual Contactor's Fee when increasing or reducing days of service at this library.

\$490.99 per day (use figures)

By submission of this Proposal, Proposer certifies that the prices quoted herein have been arrived at independently without consultation, communication, or agreement with any other Proposer or competitor for the purpose of restricting competition.

PRICING SCHEDULE ARMED SECURITY SERVICES

PAGE 1 OF 1

FACILITY: Chet Holifield Library

STAFFING AND RATES

Position Titles	Number of Employees Assigned	Hours of Service		Hourly Rate
		Hours per Week	Hours per Month	
Supervisor: Armed Supervisor	See Anthony Quinn Library	See Anthony Quinn Library	See Anthony Quinn Library	See Anthony Quinn Library
Armed Guard: Armed Guard	1	46.25	200.42	\$24.50
Unarmed Guard: Unarmed Guard	0	0	0.00	\$19.50

*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.

COST

In accordance with the Specific Work Requirements of the Statement of Work (SOW) and its frequencies, the Proposer is herewith submitting the following Pricing Schedule for the work to be performed at this facility.

TOTAL SERVICE COST PER YEAR:

\$92,977.30

FLAT DAILY RATE:

Armed Security Guard Flat Daily Rate to be added or deducted to Annual Contactor's Fee when increasing or reducing days of service at this library.

\$595.66 per day (use figures)

FLAT DAILY RATE:

Unarmed Security Guard Flat Daily Rate to be added or deducted to Annual Contactor's Fee when increasing or reducing days of service at this library.

\$490.99 per day (use figures)

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PRICING SCHEDULE ARMED SECURITY SERVICES

PAGE 1 OF 1

FACILITY: City Terrace Library

STAFFING AND RATES

Position Titles	Number of Employees Assigned	Hours of Service		Hourly Rate
		Hours per Week	Hours per Month	
Supervisor: Armed Supervisor	See Anthony Quinn Library	See Anthony Quinn Library	See Anthony Quinn Library	See Anthony Quinn Library
Armed Guard: Armed Guard	2	63.50	275.17	\$24.50
Unarmed Guard: Unarmed Guard	0	0	0.00	\$19.50

*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.

COST

In accordance with the Specific Work Requirements of the Statement of Work (SOW) and its frequencies, the Proposer is herewith submitting the following Pricing Schedule for the work to be performed at this facility.

TOTAL SERVICE COST PER YEAR:

\$127,655.32

FLAT DAILY RATE:

Armed Security Guard Flat Daily Rate to be added or deducted to Annual Contactor's Fee when increasing or reducing days of service at this library.

\$707.36 per day (use figures)

FLAT DAILY RATE:

Unarmed Security Guard Flat Daily Rate to be added or deducted to Annual Contactor's Fee when increasing or reducing days of service at this library.

\$587.60 per day (use figures)

By submission of this Proposal, Proposer certifies that the prices quoted herein have been arrived at independently without consultation, communication, or agreement with any other Proposer or competitor for the purpose of restricting competition.

PRICING SCHEDULE ARMED SECURITY SERVICES

PAGE 1 OF 1

FACILITY: Cudahy Library

STAFFING AND RATES

Position Titles	Number of Employees Assigned	Hours of Service		Hourly Rate
		Hours per Week	Hours per Month	
Supervisor: Armed Supervisor	See Anthony Quinn Library	See Anthony Quinn Library	See Anthony Quinn Library	See Anthony Quinn Library
Armed Guard: Armed Guard	1	46.25	200.42	\$24.50
Unarmed Guard: Unarmed Guard	0	0	0.00	\$19.50

*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.

COST

In accordance with the Specific Work Requirements of the Statement of Work (SOW) and its frequencies, the Proposer is herewith submitting the following Pricing Schedule for the work to be performed at this facility.

TOTAL SERVICE COST PER YEAR:

\$92,977.30

FLAT DAILY RATE:

Armed Security Guard Flat Daily Rate to be added or deducted to Annual Contactor's Fee when increasing or reducing days of service at this library.

\$595.66 per day (use figures)

FLAT DAILY RATE:

Unarmed Security Guard Flat Daily Rate to be added or deducted to Annual Contactor's Fee when increasing or reducing days of service at this library.

\$490.99 per day (use figures)

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PRICING SCHEDULE ARMED SECURITY SERVICES

PAGE 1 OF 1

FACILITY: East Los Angeles Library

STAFFING AND RATES

Position Titles	Number of Employees Assigned	Hours of Service		Hourly Rate
		Hours per Week	Hours per Month	
Supervisor: Armed Supervisor	See Anthony Quinn Library	See Anthony Quinn Library	See Anthony Quinn Library	See Anthony Quinn Library
Armed Guard: Armed Guard	2	68.75	297.92	\$24.50
Unarmed Guard: Unarmed Guard	0	0	0.00	\$19.50

*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.

COST

In accordance with the Specific Work Requirements of the Statement of Work (SOW) and its frequencies, the Proposer is herewith submitting the following Pricing Schedule for the work to be performed at this facility.

TOTAL SERVICE COST PER YEAR:

\$138,209.50

FLAT DAILY RATE:

Armed Security Guard Flat Daily Rate to be added or deducted to Annual Contactor's Fee when increasing or reducing days of service at this library.

\$680.41 per day (use figures)

FLAT DAILY RATE:

Unarmed Security Guard Flat Daily Rate to be added or deducted to Annual Contactor's Fee when increasing or reducing days of service at this library.

\$569.27 per day (use figures)

By submission of this Proposal, Proposer certifies that the prices quoted herein have been arrived at independently without consultation, communication, or agreement with any other Proposer or competitor for the purpose of restricting competition.

PRICING SCHEDULE ARMED SECURITY SERVICES

PAGE 1 OF 1

FACILITY: El Camino Real Library

STAFFING AND RATES

Position Titles	Number of Employees Assigned	Hours of Service		Hourly Rate
		Hours per Week	Hours per Month	
Supervisor: Armed Supervisor	See Anthony Quinn Library	See Anthony Quinn Library	See Anthony Quinn Library	See Anthony Quinn Library
Armed Guard: Armed Guard	2	63.50	275.17	\$24.50
Unarmed Guard: Unarmed Guard	0	0	0.00	\$19.50

*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.

COST

In accordance with the Specific Work Requirements of the Statement of Work (SOW) and its frequencies, the Proposer is herewith submitting the following Pricing Schedule for the work to be performed at this facility.

TOTAL SERVICE COST PER YEAR:

\$127,655.32

FLAT DAILY RATE:

Armed Security Guard Flat Daily Rate to be added or deducted to Annual Contactor's Fee when increasing or reducing days of service at this library.

\$707.36 per day (use figures)

FLAT DAILY RATE:

Unarmed Security Guard Flat Daily Rate to be added or deducted to Annual Contactor's Fee when increasing or reducing days of service at this library.

\$587.60 per day (use figures)

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PRICING SCHEDULE ARMED SECURITY SERVICES

PAGE 1 OF 1

FACILITY: Huntington Park Library

STAFFING AND RATES

Position Titles	Number of Employees Assigned	Hours of Service		Hourly Rate
		Hours per Week	Hours per Month	
Supervisor: Armed Supervisor	See Anthony Quinn Library	See Anthony Quinn Library	See Anthony Quinn Library	See Anthony Quinn Library
Armed Guard: Armed Guard	2	48.25	209.08	\$24.50
Unarmed Guard: Unarmed Guard	0	0	0.00	\$19.50

*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.

COST

In accordance with the Specific Work Requirements of the Statement of Work (SOW) and its frequencies, the Proposer is herewith submitting the following Pricing Schedule for the work to be performed at this facility.

TOTAL SERVICE COST PER YEAR:

\$96,997.94

FLAT DAILY RATE:

Armed Security Guard Flat Daily Rate to be added or deducted to Annual Contactor's Fee when increasing or reducing days of service at this library.

\$621.42 per day (use figures)

FLAT DAILY RATE:

Unarmed Security Guard Flat Daily Rate to be added or deducted to Annual Contactor's Fee when increasing or reducing days of service at this library.

\$512.22 per day (use figures)

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PRICING SCHEDULE ARMED SECURITY SERVICES

PAGE 1 OF 1

FACILITY: Los Nietos Library

STAFFING AND RATES

Position Titles	Number of Employees Assigned	Hours of Service		Hourly Rate
		Hours per Week	Hours per Month	
Supervisor: Armed Supervisor	See Anthony Quinn Library	See Anthony Quinn Library	See Anthony Quinn Library	See Anthony Quinn Library
Armed Guard: Armed Guard	2	63.50	275.17	\$24.50
Unarmed Guard: Unarmed Guard	0	0	0.00	\$19.50

*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.

COST

In accordance with the Specific Work Requirements of the Statement of Work (SOW) and its frequencies, the Proposer is herewith submitting the following Pricing Schedule for the work to be performed at this facility.

TOTAL SERVICE COST PER YEAR:

\$127,655.32

FLAT DAILY RATE:

Armed Security Guard Flat Daily Rate to be added or deducted to Annual Contactor's Fee when increasing or reducing days of service at this library.

\$707.36 per day (use figures)

FLAT DAILY RATE:

Unarmed Security Guard Flat Daily Rate to be added or deducted to Annual Contactor's Fee when increasing or reducing days of service at this library.

\$587.60 per day (use figures)

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PRICING SCHEDULE ARMED SECURITY SERVICES

PAGE 1 OF 1

FACILITY: Maywood Cesar Chavez Library

STAFFING AND RATES

Position Titles	Number of Employees Assigned	Hours of Service		Hourly Rate
		Hours per Week	Hours per Month	
Supervisor: Armed Supervisor	See Anthony Quinn Library	See Anthony Quinn Library	See Anthony Quinn Library	See Anthony Quinn Library
Armed Guard: Armed Guard	1	46.25	200.42	\$24.50
Unarmed Guard: Unarmed Guard	0	0	0.00	\$19.50

*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.

COST

In accordance with the Specific Work Requirements of the Statement of Work (SOW) and its frequencies, the Proposer is herewith submitting the following Pricing Schedule for the work to be performed at this facility.

TOTAL SERVICE COST PER YEAR:

\$92,977.30

FLAT DAILY RATE:

Armed Security Guard Flat Daily Rate to be added or deducted to Annual Contactor's Fee when increasing or reducing days of service at this library.

\$595.66 per day (use figures)

FLAT DAILY RATE:

Unarmed Security Guard Flat Daily Rate to be added or deducted to Annual Contactor's Fee when increasing or reducing days of service at this library.

\$490.99 per day (use figures)

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PRICING SCHEDULE ARMED SECURITY SERVICES

PAGE 1 OF 1

FACILITY: Montebello Library

STAFFING AND RATES

Position Titles	Number of Employees Assigned	Hours of Service		Hourly Rate
		Hours per Week	Hours per Month	
Supervisor: Armed Supervisor	See Anthony Quinn Library	See Anthony Quinn Library	See Anthony Quinn Library	See Anthony Quinn Library
Armed Guard: Armed Guard	1	46.25	200.42	\$24.50
Unarmed Guard: Unarmed Guard	0	0	0.00	\$19.50

*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.

COST

In accordance with the Specific Work Requirements of the Statement of Work (SOW) and its frequencies, the Proposer is herewith submitting the following Pricing Schedule for the work to be performed at this facility.

TOTAL SERVICE COST PER YEAR:

\$92,977.30

FLAT DAILY RATE:

Armed Security Guard Flat Daily Rate to be added or deducted to Annual Contactor's Fee when increasing or reducing days of service at this library.

\$595.66 per day (use figures)

FLAT DAILY RATE:

Unarmed Security Guard Flat Daily Rate to be added or deducted to Annual Contactor's Fee when increasing or reducing days of service at this library.

\$490.99 per day (use figures)

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PRICING SCHEDULE ARMED SECURITY SERVICES

PAGE 1 OF 1

FACILITY: Rosemead Library

STAFFING AND RATES

Position Titles	Number of Employees Assigned	Hours of Service		Hourly Rate
		Hours per Week	Hours per Month	
Supervisor: Armed Supervisor	See Anthony Quinn Library	See Anthony Quinn Library	See Anthony Quinn Library	See Anthony Quinn Library
Armed Guard: Armed Guard	1	46.25	200.42	\$24.50
Unarmed Guard: Unarmed Guard	0	0	0.00	\$19.50

*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.

COST

In accordance with the Specific Work Requirements of the Statement of Work (SOW) and its frequencies, the Proposer is herewith submitting the following Pricing Schedule for the work to be performed at this facility.

TOTAL SERVICE COST PER YEAR:

\$92,977.30

FLAT DAILY RATE:

Armed Security Guard Flat Daily Rate to be added or deducted to Annual Contactor's Fee when increasing or reducing days of service at this library.

\$595.66 per day (use figures)

FLAT DAILY RATE:

Unarmed Security Guard Flat Daily Rate to be added or deducted to Annual Contactor's Fee when increasing or reducing days of service at this library.

\$490.99 per day (use figures)

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PRICING SCHEDULE ARMED SECURITY SERVICES

PAGE 1 OF 1

FACILITY: San Gabriel Library

STAFFING AND RATES

Position Titles	Number of Employees Assigned	Hours of Service		Hourly Rate
		Hours per Week	Hours per Month	
Supervisor: Armed Supervisor	See Anthony Quinn Library	See Anthony Quinn Library	See Anthony Quinn Library	See Anthony Quinn Library
Armed Guard: Armed Guard	1	46.25	200.42	\$24.50
Unarmed Guard: Unarmed Guard	0	0	0.00	\$19.50

*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.

COST

In accordance with the Specific Work Requirements of the Statement of Work (SOW) and its frequencies, the Proposer is herewith submitting the following Pricing Schedule for the work to be performed at this facility.

TOTAL SERVICE COST PER YEAR:

\$92,977.30

FLAT DAILY RATE:

Armed Security Guard Flat Daily Rate to be added or deducted to Annual Contactor's Fee when increasing or reducing days of service at this library.

\$595.66 per day (use figures)

FLAT DAILY RATE:

Unarmed Security Guard Flat Daily Rate to be added or deducted to Annual Contactor's Fee when increasing or reducing days of service at this library.

\$490.99 per day (use figures)

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PRICING SCHEDULE ARMED SECURITY SERVICES

PAGE 1 OF 1

FACILITY: Sorensen Library

STAFFING AND RATES

Position Titles	Number of Employees Assigned	Hours of Service		Hourly Rate
		Hours per Week	Hours per Month	
Supervisor: Armed Supervisor	See Anthony Quinn Library	See Anthony Quinn Library	See Anthony Quinn Library	See Anthony Quinn Library
Armed Guard: Armed Guard	2	63.50	275.17	\$24.50
Unarmed Guard: Unarmed Guard	0	0	0.00	\$19.50

*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.

COST

In accordance with the Specific Work Requirements of the Statement of Work (SOW) and its frequencies, the Proposer is herewith submitting the following Pricing Schedule for the work to be performed at this facility.

TOTAL SERVICE COST PER YEAR:

\$127,655.32

FLAT DAILY RATE:

Armed Security Guard Flat Daily Rate to be added or deducted to Annual Contactor's Fee when increasing or reducing days of service at this library.

\$707.36 per day (use figures)

FLAT DAILY RATE:

Unarmed Security Guard Flat Daily Rate to be added or deducted to Annual Contactor's Fee when increasing or reducing days of service at this library.

\$587.60 per day (use figures)

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PRICING SCHEDULE ARMED SECURITY SERVICES

PAGE 1 OF 1

FACILITY: Temple City Library

STAFFING AND RATES

Position Titles	Number of Employees Assigned	Hours of Service		Hourly Rate
		Hours per Week	Hours per Month	
Supervisor: Armed Supervisor	See Anthony Quinn Library	See Anthony Quinn Library	See Anthony Quinn Library	See Anthony Quinn Library
Armed Guard: Armed Guard	1	46.25	200.42	\$24.50
Unarmed Guard: Unarmed Guard	0	0	0.00	\$19.50

*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.

COST

In accordance with the Specific Work Requirements of the Statement of Work (SOW) and its frequencies, the Proposer is herewith submitting the following Pricing Schedule for the work to be performed at this facility.

TOTAL SERVICE COST PER YEAR:

\$92,977.30

FLAT DAILY RATE:

Armed Security Guard Flat Daily Rate to be added or deducted to Annual Contactor's Fee when increasing or reducing days of service at this library.

\$595.66 per day (use figures)

FLAT DAILY RATE:

Unarmed Security Guard Flat Daily Rate to be added or deducted to Annual Contactor's Fee when increasing or reducing days of service at this library.

\$490.99 per day (use figures)

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CONTRACTOR'S PROPOSED SCHEDULE

CONTRACTOR'S PROPOSED SCHEDULE

Page 1 of 2

HONORABLE BOARD OF SUPERVISORS
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

The undersigned offers to provide all services and supplies necessary for armed security guard services at the LA County Library Armed Security Guard Services – **Area 600** as identified in the attached specifications.

Said work will be done for the period prescribed and, in the manner, set forth in said specifications and compensation therefore will be computed under the formula provided therein based upon the hereinafter proposal price. I agree that if my proposal is accepted by the County, I will commence LA County Library armed security guard services on 15 days' notice.

I agree to provide the specified services at LA County Library in accordance with the attached specifications for the following submitted compensation which will apply to weekday, weekend, holiday, overtime, and extra personnel coverage.

STANDARD SERVICE PROPOSALS

MONTHLY CONTRACTOR FEE FOR AREA 600:

\$ 172,044.32 per month (use figures)

ANNUAL CONTRACTOR FEE FOR AREA 600:

\$ 2,064,531.83 per year (use figures)

For total annual cost of each individual library facility within this Area, See Exhibit B – Pricing Schedule.

EMPLOYEE RATES FOR AREA 600:Armed Security Guard Supervisors: Minimum Hourly Wage: \$26.50Armed Security Guards: Minimum Hourly Wage: \$24.50

Other (_____): Minimum Hourly Wage: _____

“ADDITIONAL/SPECIALTY AS-NEEDED SERVICES” RATES: See *Exhibit B – Pricing Schedule* of each facility (Library).

By submission of this Proposal, Proposer certifies that the prices quoted herein have been arrived at independently without consultation, communication, or agreement with any other Proposer or competitor for the purpose of restricting competition.

Respectfully submitted,

By: Neil Martau

Chief Administrative Officer
Title

9/21/2023
Date

Inter-Con Security Systems, Inc.
Firm or Corporation Name

List name(s) of all joint venturers, partners, subcontractors or others having any right or interest in this contract or the proceeds thereof.

By submission of this Proposal, Proposer certifies that the prices quoted herein have been arrived at independently without consultation, communication, or agreement with any other Proposer or competitor for the purpose of restricting competition.

COUNTY'S ADMINISTRATION

COUNTY'S ADMINISTRATION**COUNTY'S PROJECT DIRECTOR:**

Name: Elsa Munoz
Title: Head, Support Services
Address: 7400 E. Imperial Hwy.
Downey, CA 90242
Telephone: 562-940-8485
Facsimile: N/A
E-mail Address: emunoz@library.lacounty.gov

COUNTY'S PROJECT MANAGER:

Name: Gilbert A. Garcia
Title: Contract Services Manager
Address: 7400 E. Imperial Hwy.
Downey, CA 90242
Telephone: 562-459-6780
Facsimile: N/A
E-mail Address: ggarcia@library.lacounty.gov

COUNTY'S CONTRACT PROJECT MONITORS/ANALYST:

Name: Leticia Isunza
Title: Contract Analyst
Telephone: (562) 459-6770
E-mail Address: lisunza@library.lacounty.gov

Name: Shannon Giddings
Title: Contract Analyst
Telephone: (562) 459-6783
E-mail Address: sgiddings@library.lacounty.gov

Address: 7400 E. Imperial Hwy.
Downey, CA 90242

CONTRACTOR'S ADMINISTRATION

CONTRACTOR'S ADMINISTRATION

CONTRACTOR'S NAME

CONTRACTOR'S PROJECT MANAGER:

Name: _____
Title: _____
Address: _____

Telephone: _____
Facsimile: _____
E-mail Address: _____

CONTRACTOR'S AUTHORIZED OFFICIAL(S):

Name: _____
Title: _____
Address: _____

Telephone: _____
Facsimile: _____
E-mail Address: _____

Name: _____
Title: _____
Address: _____

Telephone: _____
Facsimile: _____
E-mail Address: _____

NOTICES TO CONTRACTOR:

Name: _____
Title: _____
Address: _____

Telephone: _____
Facsimile: _____
E-mail Address: _____

CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENTCONTRACTOR NAME Inter-Con Security Systems, Inc.Contract No. **GENERAL INFORMATION:**

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

CONTRACTOR ACKNOWLEDGEMENT:

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

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

CONFIDENTIALITY AGREEMENT:

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

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

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

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

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

SIGNATURE: Robert S. Ray
2025.01.02 15:41:17 -08'00'DATE: 01 / 02 / 25PRINTED NAME: Robert S. RayPOSITION: General Counsel

SAFELY SURRENDERED BABY LAW

THERE'S A BETTER CHOICE. SAFELY SURRENDER YOUR BABY.

Any fire station. Any hospital. Any time.



1.877.222.9723

BabySafeLA.org

No shame | No blame | No names



Some parents of newborns can find themselves in difficult circumstances. Sadly, babies are sometimes harmed or abandoned by parents who feel that they're not ready or able to raise a child. Many of these mothers or fathers are afraid and don't know where to turn for help.

This is why California has a Safely Surrendered Baby Law, which gives parents the choice to legally leave their baby at any hospital or fire station in Los Angeles County.

**FIVE THINGS YOU
NEED TO KNOW ABOUT
BABY SAFE SURRENDER**

- 1** Your newborn can be surrendered at any hospital or fire station in Los Angeles County up to 72 hours after birth.
- 2** You must leave your newborn with a fire station or hospital employee.
- 3** You don't have to provide your name.
- 4** You will only be asked to voluntarily provide a medical history.
- 5** You have 14 days to change your mind; a matching bracelet (parent) and anklet (baby) are provided to assist you if you change your mind.

No shame | No blame | No names



**ABOUT THE BABY
SAFE SURRENDER PROGRAM**

In 2002, a task force was created under the guidance of the Children's Planning Council to address newborn abandonment and to develop a strategic plan to prevent this tragedy.

Los Angeles County has worked hard to ensure that the Safely Surrendered Baby Law prevents babies from being abandoned. We're happy to report that this law is doing exactly what it was designed to do: save the lives of innocent babies. Visit BabySafeLA.org to learn more.

No shame | No blame | No names

**ANY FIRE STATION.
ANY HOSPITAL.
ANY TIME.**

**1.877.222.9723
BabySafeLA.org**

**THERE'S A
BETTER CHOICE.
SAFELY SURRENDER
YOUR BABY.**



No shame | No blame | No names





FROM SURRENDER TO ADOPTION: ONE BABY'S STORY

Los Angeles County firefighter Ted and his wife Becki were already parents to two boys. But when they got the call asking if they would be willing to care for a premature baby girl who'd been safely surrendered at a local hospital, they didn't hesitate.

Baby Jenna was tiny, but Ted and Becki felt lucky to be able to take her home. "We had always wanted to adopt," Ted says, "but taking

home a vulnerable safely surrendered baby was even better. She had no one, but now she had us. And, more importantly, we had her."

Baby Jenna has filled the longing Ted and Becki had for a daughter—and a sister for their boys. Because her birth parent safely surrendered her when she was born, Jenna is a thriving young girl growing up in a stable and loving family.

ANSWERS TO YOUR QUESTIONS

Who is legally allowed to surrender the baby?

Anyone with lawful custody can drop off a newborn within the first 72 hours of birth.

Do you need to call ahead before surrendering a baby?

No. A newborn can be surrendered anytime, 24 hours a day, 7 days a week, as long as the parent or guardian surrenders the child to an employee of the hospital or fire station.

What information needs to be provided?

The surrendering adult will be asked to fill out a medical history form, which is useful in caring for the child. The form can be returned later and includes a stamped return envelope. No names are required.

What happens to the baby?

After a complete medical exam, the baby will be released and placed in a safe and loving home, and the adoption process will begin.

What happens to the parent or surrendering adult?

Nothing. They may leave at any time after surrendering the baby.

How can a parent get a baby back?

Parents who change their minds can begin the process of reclaiming their baby within 14 days by calling the Los Angeles County Department of Children and Family Services at (800) 540-4000.

If you're unsure of what to do:

You can call the hotline 24 hours a day, 7 days a week and anonymously speak with a counselor about your options or have your questions answered.

1.877.222.9723 or BabySafeLA.org

English, Spanish and 140 other languages spoken.

PAYROLL STATEMENT OF COMPLIANCE

**COUNTY OF LOS ANGELES
LIVING WAGE PROGRAM**

PAYROLL STATEMENT OF COMPLIANCE

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

Do hereby state:

That I pay or supervise the payment of the persons employed by (Contractor/Subcontractor) on the _____ (contract) that during the payroll period commencing on the _____ (day) of _____ (Month and Year) and ending the _____ (day) of _____ (Month and Year), all persons employed on said work site have been paid the full weekly wages earned, that no rebates have been or will be made, either directly or indirectly, to or on behalf of _____ (Contractor/Subcontractor) from the full weekly wages earned by any person, and that no deductions have been made either directly or indirectly, from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 CFR Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 357; 40 U.S.C. 276c), and described below:

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

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

Print Name and Title

Owner or Company Representative Signature:

Date:

THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. IN ADDITION, THE CONTRACTOR OR SUBCONTRACTOR MAY BE SUSPENDED AND PRECLUDED FROM BIDDING ON OR PARTICIPATING IN ANY COUNTY CONTRACT OR PROJECT FOR A PERIOD CONSISTENT WITH THE SERIOUSNESS OF THE VIOLATION.

ARMED SECURITY GUARD COST BY FACILITITES

**LA COUNTY LIBRARY
ARMED SECURITY GUARD SERVICES – AREA 600
ARMED SECURITY GUARD COST BY FACILITIES**

Library Facilities	Armed Security Guard Services	Flat Daily Rate (Armed Guard)	Monthly Contractor Fee	Annual Contractor Fee
Anthony Quinn Library	YES	\$707.36	\$40,158.95	\$481,907.41
Bell Library	YES	\$595.66	\$7,748.11	\$92,977.30
Bell Gardens Library	YES	\$595.66	\$7,748.11	\$92,977.30
Chet Holifield Library	YES	\$595.66	\$7,748.11	\$92,977.30
City Terrace Library	YES	\$707.36	\$10,637.94	\$127,655.32
Cudahy Library	YES	\$595.66	\$7,748.11	\$92,977.30
East Los Angeles Library	YES	\$680.41	\$11,517.46	\$138,209.50
El Camino Real Library	YES	\$707.36	\$10,637.94	\$127,655.32
Huntington Park Library	YES	\$621.42	\$8,083.16	\$96,997.94
Los Nietos Library	YES	\$707.36	\$10,637.94	\$127,655.32
Maywood Cesar Chavez Library	YES	\$595.66	\$7,748.11	\$92,977.30
Montebello Library	YES	\$595.66	\$7,748.11	\$92,977.30
Rosemead Library	YES	\$595.66	\$7,748.11	\$92,977.30
San Gabriel Library	YES	\$595.66	\$7,748.11	\$92,977.30
Sorensen Library	YES	\$707.36	\$10,637.94	\$127,655.32
Temple City Library	YES	\$595.66	\$7,748.11	\$92,977.30
Pico Rivera Library Rivera Library				TBD TBD \$0.00
Total			\$172,044.32	\$2,064,531.83

CONTRACT

ARMED SECURITY GUARD SERVICES

AREA 800



CONTRACT

BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

INTER-CON SECURITY SERVICES SYSTEMS, INC.

FOR

ARMED SECURITY GUARD SERVICES

AREA 800

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STANDARD EXHIBITS

- A** Statement of Work and Attachments
- B** Pricing Schedule
- C** Contractor's Proposed Schedule
- D** County's Administration
- E** Contractor's Administration
- F** Contractor Acknowledgement and Confidentiality Agreement
- G** Safely Surrendered Baby Law
- H** Payroll Statement of Compliance
- I** Armed Security Guard Cost by Facilities

**CONTRACT BETWEEN
COUNTY OF LOS ANGELES
AND
INTER-CON SECURITY SERVICES SYSTEMS, INC.
FOR
ARMED SECURITY GUARD SERVICES – AREA 800**

This Contract ("Contract") made and entered into this 18th day of March, 2025, by and between the County of Los Angeles, hereinafter referred to as County and Inter-Con Security Services Systems, Inc., hereinafter referred to as "Contractor" and Inter-Con Security Services Systems, Inc. is located at 210 S De Lacey Avenue, Pasadena, CA 91105.

RECITALS

WHEREAS, the County may contract with private businesses for Armed Security Guard Services when certain requirements are met; and

WHEREAS, the Contractor is a private (public, non-profit) firm specializing in providing Armed Security Guard Services; and

WHEREAS, the Contractor represents that it possesses the necessary special skills, knowledge, and technical competence and sufficient staffing to provide the Armed Security Guard Services required herein; and

WHEREAS, the County has determined that it is legal, feasible, and cost-effective to contract for Armed Security Guard Services; and

WHEREAS, this Contract is therefore authorized under Section 44.7 of the Los Angeles County Charter and Los Angeles County Codes Section 2.121.250; and

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

1.0 APPLICABLE DOCUMENTS

Exhibits A through I are attached to and form a part of this Contract. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, goods, service, or other work, or otherwise between the base Contract and the Exhibits, or between Exhibits, such conflict or inconsistency will be resolved by giving precedence first to the terms and conditions of the Contract and then to the Exhibits according to the following priority.

Standard Exhibits:

Exhibit A	Statement of Work and Attachments
Exhibit B	Pricing Schedule
Exhibit C	Contractor's Proposed Schedule
Exhibit D	County's Administration
Exhibit E	Contractor's Administration
Exhibit F	Contractor Acknowledgement and Confidentiality Agreement
Exhibit G	Safely Surrendered Baby Law
Exhibit H	Payroll Statement of Compliance
Exhibit I	Armed Services Guard Cost by Facilities

2.0 DEFINITIONS

2.1 Standard 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 must be construed to have the following meaning, unless otherwise apparent from the context in which they are used.

- 2.1.1 Board of Supervisors (Board):** The Board of Supervisors of the County of Los Angeles acting as governing body.
- 2.1.2 Contract:** This agreement executed between County and Contractor. Included are all supplemental agreements amending or extending the service to be performed. The Contract sets forth the terms and conditions for the issuance and performance of all tasks, deliverables, services and other work.
- 2.1.3 Contractor:** The person or persons, sole proprietor, partnership, joint venture, corporation or other legal entity who has entered into an agreement with the County to perform or execute the work covered by this Contract.
- 2.1.4 Contractor's Project Manager:** The person designated by the Contractor to administer the Contract operations under this Contract.
- 2.1.5 County's Contract Analyst:** The person designated by the County to manage and facilitate the administrative functions of the Contract.

- 2.1.6 County's Project Director:** Person designated by County with authority for County on contractual or administrative matters relating to this Contract that cannot be resolved by the County's Project Manager.
- 2.1.7 County's Project Manager:** Person designated by County's Project Director to manage the operations under this Contract.
- 2.1.8 County's Project Monitor:** Person with responsibility to oversee the day-to-day activities of this Contract. Responsibility for inspections of any and all tasks, deliverables, goods, services and other work provided by the Contractor.
- 2.1.9 County Observed Holidays:** Days on which County departments are closed for business in observance of significant events. A list of County observed holidays may be found on the County's website <https://lacounty.gov/government/about-la-county/about/>.
- 2.1.10 Day(s):** Calendar day(s) unless otherwise specified.
- 2.1.11 Department:** LA County Library which is entering into this Contract on behalf of the County of Los Angeles.
- 2.1.12 Director:** Director of Department.
- 2.1.13 Fiscal Year:** The twelve (12) month period beginning July 1st and ending the following June 30th.
- 2.1.14 Statement of Work:** A written description of the work to be performed by Contractor to meet the needs of the County, including special provisions pertaining to the method, frequency, manner and place of performing the contract services.
- 2.1.15 Subcontract:** An agreement by the Contractor to employ a subcontractor to provide services to fulfill this Contract.
- 2.1.16 Subcontractor:** Any individual, person or persons, sole proprietor, firm, partnership, joint venture, corporation, or other legal entity furnishing supplies, services of any nature, equipment, and/or materials to Contractor in furtherance of Contractor's performance of this Contract, at any tier, under oral or written agreement.
- 2.1.17 Assigned Employees:** Armed Security Guards and Armed Security Guard Supervisors that are assigned to this contract.
- 2.1.18 County Library:** LA County Library
- 2.1.19 County Librarian:** Head of LA County Library
- 2.1.20 Post:** A Security Guard assignment within a location.
- 2.1.21 Unanticipated Work:** Additional as-needed services performed under the Contract when the need arises and requested by the County

3.0 WORK

- 3.1** Pursuant to the provisions of this Contract, the Contractor must fully perform, complete and deliver on time, all tasks, deliverables, goods, 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 will be deemed to be a gratuitous effort on the part of the Contractor, and the Contractor must have no claim whatsoever against the County.

4.0 TERM OF CONTRACT

- 4.1** The term of this Contract will be four (4) years commencing after execution by County's Board, or February 15, 2025, whichever is later, unless sooner terminated or extended, in whole or in part, as provided in this Contract.
- 4.2** The County will have the sole option to extend this Contract term for up to one(1) additional one (1) year periods and six (6) month to month extensions, for a maximum total Contract term of five (5) years and six (6) months. Each such extension option may be exercised at the sole discretion of the County Librarian or their designee as authorized by the Board.
- 4.3** The County maintains a database that track/monitor Contractor performance history. Information entered into the database may be used for a variety of purposes, including determining whether the County will exercise a contract term extension option.
- 4.4.** The Contractor must notify Department when this Contract is within six (6) months of the expiration of the term as provided for hereinabove. Upon occurrence of this event, the Contractor must send written notification to Department at the address herein provided in Exhibit D (County's Administration).

5.0 CONTRACT SUM

5.1 Total Contract Sum

- 5.1.1** The maximum annual Contract Sum under the terms of this Contract will be **\$2,168,228.83**, comprised of the Contractor's Fee of **\$1,971,117.12**, as specified in Exhibit C (Contractor's Proposed Schedule) of the Contract, and an annual estimate for unanticipated work of **\$197,111.71**, as authorized in Paragraph 9 (Unanticipated Work), of Exhibit A (Statement of Work).
- 5.1.2** The use of the annual estimate for unanticipated work is not guaranteed by the County and is contingent upon County Library's adopted budget and needs.
- 5.1.3** The Department may increase the total contract amount by up to 10%, as approved by the Board. The County does not warranty or represent that all, or any portion, of the not-to-exceed contract amount will be authorized, allocated, or expended by the County; nor does the County warranty or represent that it will authorize the selected contractor(s) to perform any work or services of any monetary amount.

5.2 Written Approval for Reimbursement

The Contractor will 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, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, must not occur except with the County's express prior written approval.

5.3 Notification of 75% of Total Contract Sum

The Contractor must maintain a system of record keeping that will allow the Contractor to determine when it has incurred seventy-five percent (75%) of the total contract sum under this Contract. Upon occurrence of this event, the Contractor must send written notification to Department at the address herein provided in Exhibit D (County's Administration).

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

The Contractor will 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 must immediately notify County and must immediately repay all such funds to County. Payment by County for services rendered after expiration-termination of this Contract will not constitute a waiver of County's right to recover such payment from the Contractor.

5.5 Invoices and Payments

5.5.1 The Contractor must invoice the County only for providing the tasks, deliverables, goods, services, and other work specified in Exhibit A (Statement of Work and Attachments) and elsewhere hereunder. The Contractor must prepare invoices, which will include the charges owed to the Contractor by the County under the terms of this Contract.

5.5.2 The Contractor's invoices must be priced in accordance with Exhibit B (Pricing Schedule), Exhibit C (Contractor's Proposed Schedule, and Exhibit I (Armed Services Guard Cost by Facilities). Contractor will be paid only for the tasks, deliverables, goods, services, and other work approved in writing by the County. If the County does not approve work in writing no payment will be due to the Contractor for that work.

5.5.3 The Contractor's invoices must contain the information set forth in Exhibit A (Statement of Work and Attachments) describing the tasks, deliverables, goods, services, work hours, and facility and/or other work for which payment is claimed.

5.5.4 The Contractor must submit the monthly invoices to the County by the 15th calendar day of the month following the month of service. No

invoice will be approved for payment unless Exhibit H (Payroll Statement of Compliance) is included.

- 5.5.5** All invoices under this Contract must be submitted to LA County Library at the following electronic email address:

contractservices@library.lacounty.gov, with a copy to the assigned County's Contract Monitor.

5.5.6 County Approval of Invoices

All invoices submitted by the Contractor for payment must have the written approval of the County's Project Manager prior to any payment thereof. In no event will 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 Payment for Court Appearances and/or County Investigations

Security Guards and Security Guard Supervisors may be required to appear in court or make statements to investigators regarding job-related incidents. In the event that the Security Guard or Security Guard Supervisor is called upon as a witness for a job-related incident, the County will reimburse the Contractor as set forth in this Paragraph 5.5.8, for court appearances or investigation interviews, based on review and approval by County Project Manager.

The County will pay up to eight (8) hours per day of straight time for each summoned Security Guard or Security Guard Supervisor when a court appearance or investigation interview is required. If the court appearance or investigation interview occurs during Security Guard or Security Guard Supervisor's normal work shift, the Contractor shall provide back-up coverage which will be reimbursed at straight time.

The Contractor shall list court appearances and/or investigation interviews as a separate line item on Contractor's invoice, and must attach supporting documentation, such as copy of the police report, Security Incident Report (as specified in Subsection 5.4 Court Appearance and/or County Investigation), subpoena, and/or written request for appearance. County Project Manager shall have the discretion to approve or deny invoice payment request based upon the documentation presented.

5.5.8 Preference Program Enterprises – Prompt Payment Program (if applicable)

Certified Preference Program Enterprises (PPEs) will receive prompt payment for services they provide to County departments. Prompt payment is defined as fifteen (15) calendar days after receipt of an approved, undisputed invoice which has been properly matched against documents such as a receiving, shipping, or services delivered report, or any other validation of receipt document consistent with Board Policy

3.035 ([Preference Program Payment Liaison and Prompt Payment Program](#)).

5.6 Cost of Living Adjustments (COLA's) (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 an agreement/ contract with the County will 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 must 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 will supersede this requirement with respect to those payments.
- 5.7.4** At any time during the duration of the 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), will decide whether to approve exemption requests.

6.0 ADMINISTRATION OF CONTRACT - COUNTY

6.1 County's Administration

A listing of all County Administration referenced in the following subparagraphs are designated in Exhibit D (County's Administration). The County will notify the Contractor in writing of any changes as they occur.

6.2 County's Project Director

The role of the County's Project Director may include:

- 6.2.1** Coordinating with Contractor and ensuring Contractor's performance of the Contract; however, in no event will Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby; and
- 6.2.2** 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, will Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby.

6.3 County's Project Manager

The role of the County's Project Manager is authorized to include:

- 6.3.1** Meeting with the Contractor's Project Manager on a regular basis; and
- 6.3.2** Inspecting any and all tasks, deliverables, goods, services, or other work provided by or on behalf of the Contractor; however, in no event will Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby.

The County's 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's Project Monitor

The role of the County's Project Monitor is to oversee the day-to-day administration of this Contract; however, in no event will Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby. The County's Project Monitor reports to the County's Project Manager.

6.5 County's Contract Analyst

The role of the County's Contract Analyst is to manage and facilitate the administrative functions of the Contract. The County's Contract Analyst reports to the County's Project Director.

7.0 ADMINISTRATION OF CONTRACT - CONTRACTOR

7.1 Contractor's Administration

A listing of all of Contractor's Administration referenced in the following paragraphs is designated in Exhibit E (Contractor's Administration). The Contractor will notify the County in writing of any changes as they occur.

7.2 Contractor's Project Manager

7.2.1 The Contractor's Project Manager is designated in Exhibit E (Contractor's Administration). The Contractor must notify the County in writing of any change to Exhibit E (Contractor's Administration), as changes occur.

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

7.3 Approval of Contractor's Staff

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

The County reserves the right to remove any Contractor staff, for any reason, from performing services under this or any other Contract held by and between Contractor and County Library, at any time during the term of this Contract.

- 7.3.1** Contractor staff removed pursuant to this Sub-section will not relieve the Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

7.4 Contractor's Staff Identification

Contractor will provide, at Contractor's expense, all staff providing services under this Contract with a photo identification badge.

- 7.4.1** Contractor is responsible to ensure that staff have obtained a County ID badge before they are assigned to work in a County facility. Contractor personnel may be asked by a County representative to leave a County facility if they do not have the proper County ID badge on their person and Contractor personnel must immediately comply with such request.

- 7.4.2** Contractor must notify the County within 24 hours when staff is terminated from working under this Contract. Contractor must retrieve the Contractor's employee ID badge and any County access keys within 24 hours of termination.

7.5 Background and Security Investigations

- 7.5.1** Each of Contractor's staff performing services under this Contract, who is in a designated sensitive position, as determined by County in County's sole discretion, must undergo and pass a background investigation to the satisfaction of County as a condition of beginning and continuing to perform services under this Contract. Such background investigation must be obtained through fingerprints submitted to the California Department of Justice to include State, local, and federal-level review, which may include, but will not be limited to, criminal conviction information. The fees associated with the background investigation will be at the expense of the Contractor, regardless of whether the member of Contractor's staff passes or fails the background investigation.

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 performing services under the Contract. Contractor must comply with County's request at any time during the term of the Contract. County will not provide to Contractor or to Contractor's staff any information obtained through the County's background investigation.

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

- 7.5.3** Contractor shall be responsible for ensuring that Contractor staff working on this Contract have no convictions for the following offenses:

- a) Blackmail.
- b) Bribery.

- c) Burglary.
- d) Crimes Against Children, Women, and Elders.
- e) Embezzlement, including theft of public funds.
- f) Extortion.
- g) Falsification of Financial Statements and/or Public Records.
- h) Forgery.
- i) Grand Theft.
- j) Mass Murder.
- k) Rape, including Sexual Battery.
- l) Robbery.
- m) Sale of Narcotics and/or Dangerous Drug (includes intent to sell);
and
- n) Welfare fraud.

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

7.5.5 These terms will also apply to subcontractors of County contractors.

7.5.6 Disqualification of any member of Contractor's staff pursuant to this Paragraph 7.5 will not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

7.6 Confidentiality

7.6.1 Contractor must 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 must 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 subcontractors, to comply with this Paragraph, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph will be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County will 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 will 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 will 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 must inform all of its officers, employees, agents and subcontractors providing services hereunder of the confidentiality provisions of this Contract.

7.6.4 Contractor must sign and adhere to the provisions of Exhibit F (Contractor Acknowledgement and Confidentiality Agreement).

8.0 STANDARD TERMS AND CONDITIONS

8.1 Amendments

8.1.1 For any change which affects the scope of work, contract term, contract sum, payments, or any term or condition included under this Contract, an amendment to the Contract must be prepared and executed by the Contractor and by the Board, for the exception of the following:

- a) Contractor's fee set forth in Paragraph 5 (Contract Sum), not to exceed ten percent (10%) of the current annual contract sum per amendment, due to changes to the number of facilities or days of services pursuant to paragraph 8.1.4.
- b) County Librarian is expressly authorized to increase the contract sum to modify the annual estimate for unanticipated work included in the annual maximum contract sum, not to exceed ten percent (10%) of the annual contractor's fee.
- c) County Librarian is expressly authorized to increase the contract sum set forth in Paragraph 5 (Contract Sum) for a particular contract year, due to Living Wage rate increases.

Any such changes will be in writing and signed by the Contractor and by the County Librarian or their designee.

8.1.2 The Board or Chief Executive Officer (CEO) 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 Board or CEO. To implement such changes, an Amendment to the Contract must be prepared and executed by the Contractor and by the County Librarian or their designee.

8.1.3 The County Librarian or their designee, may at their sole discretion, authorize extensions of time as defined in Paragraph 4.0 (Term of Contract). The Contractor agrees that such extensions of time will not change any other term or condition of this Contract during the period of such extensions. To implement an extension of time, an Amendment to the Contract must be prepared and executed by the Contractor and by County Librarian or their designee.

8.1.4 The County reserves the right to amend the Contract to reflect any changes by an increase or decrease in the number of library facilities as listed in Exhibit A (Statement of Work and Attachments), SOW Attachment 2 (Service Locations and Hours). The County will notify the Contractor, in writing, at least ten (10) business days prior to the effective date of the modification. Exhibit B (Pricing Schedule) in the Contract, requires that proposals include a flat daily rate for each library facility. The rate specified will be used to adjust the Contract price in the event of an increase or decrease in days of service. Payment adjustment will be made to reflect such modification in services on a pro-rata basis commensurate with the number of library facilities and/or days of service increased or decreased of the affected library facilities. The County will determine the need for modification referenced herein. Upon Board delegation, the County Librarian or his/her designee will have authority to sign the amendment for the County. All standard terms and conditions in the current Contract will extend to any library facility added in the amendment.

8.2 Assignment and Delegation/Mergers or Acquisitions

8.2.1 The Contractor must 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 must not assign, exchange, transfer, or delegate its rights or duties under this Contract, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment, delegation, or otherwise transfer of its rights or duties, without such consent will be null and void. For purposes of this Paragraph, County consent will require a written Amendment to the Contract, which is formally approved and executed by the parties. Any payments by the County to any approved delegate or assignee on any claim under this Contract will be deductible, at County's sole discretion, against the claims, which the Contractor may have against the County.

8.2.3 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, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, will be a material breach of the Contract which may result in the termination of this Contract. In the event of such termination, County will be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

8.3 Authorization Warranty

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

8.4 Budget Reductions

In the event that the County's Board 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 will also be reduced correspondingly. The County's notice to the Contractor regarding said reduction in payment obligation will be provided within thirty (30) calendar days of the Board's approval of such actions. Except as set forth in the preceding sentence, the Contractor must continue to provide all of the services set forth in this Contract.

8.5 Complaints

The Contractor must develop, and maintain operating procedures for receiving, investigating and responding to complaints.

8.5.1 Complaint Procedures

- Within ten (10) business days after the Contract effective date, the Contractor must provide the County with the Contractor's procedures for receiving, investigating and responding to user complaints.
- The County will review the Contractor's procedures and provide the Contractor with approval of said procedures or with requested changes.
- If the County requests changes in the Contractor's procedures, the Contractor must make such changes and resubmit the procedures within five (5) business days for County approval.
- If, at any time, the Contractor wishes to change the Contractor's procedures, the Contractor must submit proposed changes to the County for approval before implementation.
- The Contractor must preliminarily investigate all complaints and notify the County's Project Manager of the status of the investigation within five (5) business days of receiving the complaint.
- When complaints cannot be resolved informally, a system of follow-through will be instituted which adheres to formal plans for specific actions and strict time deadlines.

- Copies of all written responses must be sent to the County's Project Manager within three (3) business days of mailing to the complainant.

8.6 Compliance with Applicable Laws

8.6.1 In the performance of this Contract, Contractor must 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 must 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 subcontractors, 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 will be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County will 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 will 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 will 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

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 will, 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. Additionally, Contractor certifies to the County:

8.7.1 That Contractor has a written policy statement prohibiting discrimination in all phases of employment.

8.7.2 That Contractor periodically conducts a self-analysis or utilization analysis of its work force.

8.7.3 That Contractor has a system for determining if its employment practices are discriminatory against protected groups.

8.7.4 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.

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](#).

8.8.2 Written Employee Jury Service Policy

- 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 must have and adhere to a written policy that provides that its Employees will receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.
- For purposes of this Paragraph, "Contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County contractor and has received or will receive an aggregate sum of fifty thousand dollars (\$50,000) or more in any twelve (12) month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full-time employee of the Contractor. "Full-time" means forty (40) hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of ninety (90) days or less within a twelve (12) month period are not considered full-time for purposes of the Jury Service Program. If the Contractor uses any subcontractor to perform services for the County under the Contract, the subcontractor will also be subject to the provisions of this Paragraph. The provisions of this Paragraph will be inserted into any such subcontract agreement and a copy of the Jury Service Program must be attached to the agreement.
- If the Contractor is not required to comply with the Jury Service Program when the Contract commences, the Contractor will have a

continuing obligation to review the applicability of its “exception status” from the Jury Service Program, and the contractor must 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 must 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.

- Contractor’s violation of this Paragraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract and/or bar 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, will 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 will 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 must 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 must immediately make full written disclosure of such facts to the County. Full written disclosure must 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 will be a material breach of this Contract.

8.10 Consideration of Hiring County Employees Targeted for Layoffs or are on a County Re-Employment List

Should the Contractor require additional or replacement personnel after the effective date of this Contract to perform the services set forth herein, the Contractor must 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/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 must 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 the 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 the Contract, debar the Contractor from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five (5) years but may exceed five (5) years or be permanent if warranted by the circumstances, and terminate any or all existing contracts the Contractor may have with the County.

8.12.3 Non-responsible Contractor

The County may debar a contractor if the Board 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

- 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.
- The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative will be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board will prepare a tentative proposed decision, which will 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 will be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board.
- 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 will be presented to the Board of Supervisors. The Board will have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
- If a Contractor has been debarred for a period longer than five (5) years, that Contractor may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: 1) elimination of the grounds for which the debarment was imposed; 2) a bona fide change in ownership or management; 3) material evidence discovered after debarment was imposed; or 4) any other reason that is in the best interests of the County.
- The Contractor Hearing Board will consider a request for review of a debarment determination only where 1) the Contractor has been debarred for a period longer than five (5) years; 2) the debarment has been in effect for at least five (5) years; and 3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board will conduct a hearing where evidence on the proposed reduction of

debarment period or termination of debarment is presented. This hearing will be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

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

8.12.5 Subcontractors of Contractor

These terms will also apply to subcontractors of County contractors.

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

The Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the County's policy to encourage all County contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster, in Exhibit G, in a prominent position at the Contractor's place of business. The Contractor will also encourage its subcontractors, if any, to post this poster in a prominent position in the subcontractor's place of business. Information and posters for printing are available at <https://lacounty.gov/residents/family-services/child-safety/safely-surrender/>.

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 will during the term of this Contract, maintain 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 will 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 the Contract in jeopardy if not corrected will be reported to the Board and listed in the appropriate contractor performance database. The report to the Board 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 will 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 must be made immediately after the Contractor has become aware of such damage, but in no event later than thirty (30) 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 must be repaid by the Contractor by cash payment upon demand.

8.17 Employment Eligibility Verification

8.17.1 The Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. The Contractor must obtain from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. The Contractor must retain all such documentation for all covered employees for the period prescribed by law.

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

8.18 Counterparts and Electronic Signatures and Representations

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.

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 prepared pursuant to Paragraph 8.1 (Amendments) and received via communications facilities (facsimile, email or electronic signature), as legally sufficient evidence that such legally binding signatures have been affixed to Amendments to this Contract.

8.19 Fair Labor Standards

The Contractor must comply with all applicable provisions of the Federal Fair Labor Standards Act and must 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 will 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 subcontractors), 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 as "force majeure events").

8.20.2 Notwithstanding the foregoing, a default by a subcontractor of Contractor will not constitute a force majeure event, unless such default arises out of causes beyond the control of both Contractor and such subcontractor, and without any fault or negligence of either of them. In such case, Contractor will not be liable for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required performance schedule. As used in this subparagraph, the term "subcontractor" and "subcontractors" mean subcontractors 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 will 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 will 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 must 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 must not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.
- 8.22.2** The Contractor will be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract all compensation and benefits. The County will 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 performing work pursuant to this Contract are, for purposes of Workers' Compensation liability, solely employees of the Contractor and not employees of the County. The Contractor will 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 must adhere to the provisions stated in Paragraph 7.6 (Confidentiality).

8.23 Indemnification

The Contractor must 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 must provide and maintain at its own expense insurance coverage satisfying the requirements specified in Paragraphs 8.24 and 8.25 of this Contract. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon Contractor pursuant to this Contract. The County in no

way warrants that the Required Insurance is sufficient to protect the Contractor for liabilities which may arise from or relate to this Contract.

8.24.2 Evidence of Coverage and Notice to County

- 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, must be delivered to County at the address shown below and provided prior to commencing services under this Contract.
- Renewal Certificates must be provided to County not less than ten (10) days prior to Contractor's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required contractor and/or sub-contractor insurance policies at any time.
- Certificates must 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 must match the name of the contractor identified as the contracting party in this Contract. Certificates must provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand dollars (\$50,000), and list any County required endorsement forms.
- Neither the County's failure to obtain, nor the County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the Contractor, its insurance broker(s) and/or insurer(s), will be construed as a waiver of any of the Required Insurance provisions.
- Certificates and copies of any required endorsements must be sent to the County Project Monitor at the electronic address herein provided in Exhibit D (County's Administration).
- Contractor also must 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 must promptly notify County of any third party claim or suit filed against Contractor or any of its subcontractors 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, its Special Districts, Elected Officials, Officers, Agents, employees, and volunteers (collectively County and its Agents) must 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 will 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 must 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 must provide County with, or Contractor's insurance policies must contain a provision that County will 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 must be provided to County at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of the Contract, in the sole discretion of the County, upon which the County may suspend or terminate this Contract.

8.24.5 Failure to Maintain Insurance

Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance will constitute a material breach of the 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 must 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 Must Be Primary

Contractor's insurance policies, with respect to any claims related to this Contract, must be primary with respect to all other sources of coverage available to Contractor. Any County maintained insurance or self-insurance coverage must 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 must require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.

8.24.9 Subcontractor Insurance Coverage Requirements

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

8.24.10 Deductibles and Self-Insured Retentions (SIRs)

Contractor's policies will 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 must 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 must precede the effective date of this Contract. Contractor understands and agrees it will maintain such coverage for a period of not less than three (3) 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 must 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 must 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:	\$20 million
Products/Completed Operations Aggregate:	\$10 million
Personal and Advertising Injury:	\$10 million
Each Occurrence:	\$10 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 must 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 must 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 must be provided to County at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. If applicable to Contractor's operations, coverage also must be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

8.25.4 Unique Insurance Coverage

- **Sexual Misconduct Liability**

Insurance covering actual or alleged claims for sexual misconduct and/or molestation with limits of not less than \$2 million per claim and \$2 million aggregate, and claims for negligent employment, investigation, supervision, training or retention of, or failure to report to proper authorities, a person(s) who committed any act of abuse, molestation, harassment, mistreatment or maltreatment of a sexual nature.

8.26 Liquidated Damages

8.26.1 If, in the judgment of the Director, or their designee, the Contractor is deemed to be non-compliant with the terms and obligations assumed hereby, the Director, or their designee, at their 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 Director, or their designee, in a written notice describing the reasons for said action.

8.26.2 If the Director, or their designee, determines that there are deficiencies in the performance of this Contract that the Director, or their designee, deems are correctable by the Contractor over a certain time span, the Director, or their 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 Director, or their 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 five hundred dollars (\$500) per day per infraction, hereunder, and that the Contractor will be liable to the County for liquidated damages in said amount. Said amount will be deducted from the County's payment to the Contractor; and/or (c) Upon giving five (5) days notice to the Contractor for failure to correct the deficiencies, the County may correct any and all deficiencies and the total costs incurred by 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 must 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 must 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 Paragraph 8.26.2, and must 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

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 must 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 will 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** Contractor certifies to the County each of the following:

- That Contractor has a written policy statement prohibiting discrimination in all phases of employment.
- That Contractor periodically conducts a self-analysis or utilization analysis of its work force.
- That Contractor has a system for determining if its employment practices are discriminatory against protected groups.
- 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.

- 8.28.3** The Contractor must 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 must 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 subcontractors, 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 will comply with all applicable Federal and State laws and regulations to the end that no person will, 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 will 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 will 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 will 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 will, at its sole option, be entitled to the sum of five hundred dollars (\$500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

8.29 Non Exclusivity

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

8.30 Notice of Delays

Except as otherwise provided under this Contract, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, that party must, within one (1) business day, give notice thereof, including all relevant information with respect thereto, to the other party.

8.31 Notice of Disputes

The Contractor must bring to the attention of the County's Project Manager and/or County's Project Director any dispute between the County and the Contractor regarding the performance of services as stated in this Contract. If the County's

Project Manager or County's Project Director is not able to resolve the dispute, the Director or designee will resolve it.

8.32 Notice to Employees Regarding the Federal Earned Income Credit

The Contractor must notify its employees, and will require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice must 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

The Contractor must notify and provide to its employees, and will require each subcontractor 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 G (Safely Surrendered Baby Law) of this Contract. Additional information is available at <https://lacounty.gov/residents/family-services/child-safety/safe-surrender/>.

8.34 Notices

All notices or demands required or permitted to be given or made under this Contract must be in writing and will 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 D (County's Administration) and E (Contractor's Administration). Addresses may be changed by either party giving ten (10) days prior written notice thereof to the other party. The Director, or their designee will 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

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 will 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 will be regarded as public records. Exceptions will be those elements in the [California Government Code Section 7921 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 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 must 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 will not inhibit the contractor from publishing its role under this Contract within the following conditions:

- The Contractor must develop all publicity material in a professional manner; and
- During the term of this Contract, the Contractor will not, and will 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.

- 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, provided that the requirements of this will apply.

8.38 Record Retention and Inspection-Audit Settlement

- 8.38.1** The Contractor must maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. The Contractor must 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, will 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, will be kept and maintained by the Contractor and will be made available to the County during the term of this Contract and for a period of five (5) years thereafter unless the County’s written

permission is given to dispose of any such material prior to such time. All such material must be maintained by the Contractor at a location in Los Angeles County, provided that if any such material is located outside of Los Angeles County, then, at the County's option, the Contractor will 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 must file a copy of such audit report with the County's Auditor Controller within thirty (30) days of the Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Contract. Subject to applicable law, the County will make a reasonable effort to maintain the confidentiality of such audit report(s)

8.38.3. Failure on the part of the Contractor to comply with any of the provisions of this subparagraph 8.38 will 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 (5) years after the expiration or termination of this Contract, representatives of the County conduct an audit of the Contractor regarding the work performed under this Contract, and if such audit finds that the County's dollar liability for any such work is less than payments made by the County to the Contractor, then the difference must 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 will be paid to the Contractor by the County by cash payment, provided that in no event will the County's maximum obligation for this Contract exceed the funds appropriated by the County for the purpose of this Contract.

8.38.4 In addition to the above, the Contractor agrees, should the County or its authorized representatives determine, in the County's sole discretion, that it is necessary or appropriate to review a broader scope of the Contractor's records (including, certain records related to non-County contracts) to enable the County to evaluate the Contractor's compliance with the County's Living Wage Program, that the Contractor will promptly and without delay provide to the County, upon the written request of the County or its authorized representatives, access to and the right to examine, audit, excerpt, copy, or transcribe any and all transactions, activities, or records relating to any of its employees who have provided services to the County under this Contract, including without limitation, records relating to work performed by said employees on the

Contractor's non-County contracts. The Contractor further acknowledges that the foregoing requirement in this Paragraph relative to Contractor's employees who have provided services to the County under this Contract is for the purpose of enabling the County in its discretion to verify the Contractor's full compliance with and adherence to California labor laws and the County's Living Wage Program. All such materials and information, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, must be kept and maintained by the Contractor and will be made available to the County during the term of this Contract and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such materials and information prior to such time. All such materials and information must be maintained by the contractor at a location in Los Angeles County, provided that if any such materials and information is located outside Los Angeles County, then, at the County's option, the Contractor will pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such materials and information at such other location.

8.39 Recycled Bond Paper

Consistent with the Board's 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 Subcontracting

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

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

- A description of the work to be performed by the subcontractor.
- A draft copy of the proposed subcontract; and
- Other pertinent information and/or certifications requested by the County.

8.40.3 The Contractor must indemnify, defend, and hold the County harmless with respect to the activities of each and every subcontractor in the same manner and to the same degree as if such subcontractor(s) were the Contractor employees.

8.40.4 The Contractor will remain fully responsible for all performances required of it under this Contract, including those that the Contractor has determined to subcontract, notwithstanding the County's approval of the Contractor's proposed subcontract.

- 8.40.5** The County's consent to subcontract will not waive the County's right to prior and continuing approval of any and all personnel, including subcontractor employees, providing services under this Contract. The Contractor is responsible to notify its subcontractors of this County right.
- 8.40.6** The County's Project Director is authorized to act for and on behalf of the County with respect to approval of any subcontract and subcontractor employees. After approval of the subcontract by the County, Contractor must forward a fully executed subcontract to the County for their files.
- 8.40.7** The Contractor will be solely liable and responsible for all payments or other compensation to all subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the County's consent to subcontract.
- 8.40.8** The Contractor must obtain certificates of insurance, which establish that the subcontractor maintains all the programs of insurance required by the County from each approved subcontractor. Before any subcontractor employee may perform any work hereunder, Contractor must ensure delivery of all such documents to the County Project Monitor at the physical or electronic address herein provided in Exhibit D (County's Administration).

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

Failure of the Contractor to maintain compliance with the requirements set forth in Paragraph 8.14 (Contractor's Warranty of Adherence to County's Child Support Compliance Program) will constitute default under this Contract. Without limiting the rights and remedies available to the County under any other provision of this Contract, failure of the Contractor to cure such default within ninety (90) calendar days of written notice will be grounds upon which the County may terminate this Contract pursuant to Paragraph 8.43 (Termination for Default) and pursue debarment of the Contractor, pursuant to [County Code Chapter 2.202](#).

8.42 Termination for Convenience

- 8.42.1** This Contract may be terminated, in whole or in part, from time to time, when such action is deemed by the County, in its sole discretion, to be in its best interest. Termination of work hereunder will be effected by notice of termination to the Contractor 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 will be no less than ten (10) 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 must:
- Stop work under this Contract on the date and to the extent specified in such notice, and

- Complete performance of such part of the work as would 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 must be maintained by the Contractor in accordance with Paragraph 8.38 (Record Retention and Inspection-Audit Settlement).

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:

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

8.43.2 In the event that the County terminates this Contract in whole or in part as provided in Paragraph 8.43.1, 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 will 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 will continue the performance of this Contract to the extent not terminated under the provisions of this Paragraph.

8.43.3 Except with respect to defaults of any subcontractor, the Contractor will not be liable for any such excess costs of the type identified in Paragraph 8.43.2 if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either of them, the Contractor will not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in

sufficient time to permit the Contractor to meet the required performance schedule. As used in this Paragraph, the term "subcontractor(s)" means subcontractor(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) it is determined by the County that the Contractor was not in default under the provisions of Paragraph 8.43 (Termination for Default) or that the default was excusable under the provisions of subparagraph 8.43.3, the rights and obligations of the parties will be the same as if the notice of termination had been issued pursuant to Paragraph 8.42 (Termination for Convenience).

8.43.5 The rights and remedies of the County provided in this Paragraph 8.43 (Termination for Default) will 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 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 the 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.

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:

- Insolvency of the Contractor. The Contractor will be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the Contractor is insolvent within the meaning of the Federal Bankruptcy Code;

- The filing of a voluntary or involuntary petition regarding the Contractor under the Federal Bankruptcy Code;
- The appointment of a Receiver or Trustee for the Contractor; or
- 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 will 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

The Contractor, and each County Lobbyist or County Lobbying firm as defined in [County Code Section 2.160.010](#) retained by the Contractor, must 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 will 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

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

8.48 Validity

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

8.49 Waiver

No waiver by the County of any breach of any provision of this Contract will 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 will not be construed as a waiver thereof. The rights and remedies set forth in this Paragraph 8.49 will 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 will 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

Contractor acknowledges that County has established a goal of ensuring that all individuals and businesses that benefit financially from County through contract 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.

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

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) will 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 (10) days of notice will 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

The Contractor must notify its employees and must require each subcontractor to notify and provide to its employees, information regarding the time off for voting law ([Elections Code Section 14000](#)). Not less than ten (10) days before every statewide election, every contractor and subcontractors must 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

Contractor acknowledges that the County has established a Zero Tolerance Policy on Human Trafficking prohibiting contractors from engaging in human trafficking.

If a Contractor or member of Contractor's staff is convicted of a human trafficking offense, the County will require that the Contractor or member of Contractor's staff be removed immediately from performing services under the Contract. County will not be under any obligation to disclose confidential information regarding the offenses other than those required by law.

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

8.55 Integrated Pest Management (IPM) Program Compliance (intentionally Omitted)

8.56 Compliance with Fair Chance Employment Hiring Practices

Contractor, and its subcontractors, must comply with fair chance employment hiring practices set forth in [California Government Code Section 12952](#). Contractor's violation of this Paragraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract.

8.57 Compliance with the County Policy of Equity

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 subcontractors acknowledge and certify receipt and understanding of the CPOE. Failure of the Contractor, its employees or its subcontractors 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)

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 will result in the disqualification of the Contractor/Proposer from participation in the County solicitation or the termination or cancellation of any resultant County Contract.

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.

8.60 Campaign Contribution Prohibition Following Final Decision in Contract 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.

9.0 UNIQUE TERMS AND CONDITIONS

9.1 Compliance with the County's Living Wage Program

9.1.1 Living Wage Program

This Contract is subject to the provisions of the County's ordinance entitled Living Wage Program as codified in [Sections 2.201.010 through 2.201.100 of the Los Angeles County Code](#).

9.1.2 Payment of Living Wage Rates

- Unless the Contractor has demonstrated to the County's satisfaction either that the contractor is not an "Employer" as defined under the Program ([Section 2.201.020 of the County Code](#)) or that the contractor qualifies for an exception to the Living Wage Program ([Section 2.201.090 of the County Code](#)), the Contractor must pay its employees no less than the applicable hourly living wage rate for the employees' services provided to the County, including, without limitation, "Travel Time" as defined below.
- For purposes of this Paragraph, "Contractor" includes any subcontractor engaged by the Contractor to perform services for the County under the Contract. If the Contractor uses any subcontractor to perform services for the County under the Contract, the subcontractor will be subject to the provisions of this Paragraph. The provisions of this Paragraph will be inserted into any such subcontract and a copy of the Living Wage Program must be attached to the subcontract. "Employee" means any individual, who is an employee of the Contractor under the laws of California, and who is providing full-time or part-time services to the Contractor, which are provided to the County under the Contract. "Full-time" means a minimum of forty (40) hours worked per week, or a lesser number of hours, if the lesser number is a recognized industry standard and is approved as such by the County; however, fewer than thirty-five (35) hours worked per week will not, in any event, be considered full-time.
- If the Contractor is required to pay a living wage when the Contract commences, the Contractor must continue to pay a living wage for the entire term of the Contract, including any option period.

- If the Contractor is not required to pay a living wage when the Contract commences, the Contractor will have a continuing obligation to review the applicability of its “exemption status” from the living wage requirement. The Contractor must immediately notify the County if the Contractor at any time either comes within the Living Wage Program’s definition of “Employer” or if the Contractor no longer qualifies for the exception to the Living Wage Program. In either event, the Contractor will immediately be required to commence paying the living wage and will be obligated to pay the living wage for the remaining term of the Contract, including any option period. The County may also require, at any time during the Contract and at its sole discretion, that the Contractor demonstrate to the County’s satisfaction that the contractor either continues to remain outside of the Living Wage Program’s definition of “Employer” and/or that the Contractor continues to qualify for the exception to the Living Wage Program. Unless the Contractor satisfies this requirement within the time frame permitted by the County, the Contractor will immediately be required to pay the living wage for the remaining term of the Contract, including any option period.
- For purposes of the Contractor's obligation to pay its employees the applicable hourly living wage rate under this Contract, “Travel Time” will have the following two meanings, as applicable: 1) With respect to travel by an employee that is undertaken in connection with this Contract, Travel Time will mean any period during which an employee physically travels to or from a County facility if the Contractor pays the employee any amount for that time or if California law requires the Contractor to pay the employee any amount for that time; and 2) With respect to travel by an employee between County facilities that are subject to two different contracts between the Contractor and the County (of which both contracts are subject to the Living Wage Program), Travel Time will mean any period during which an employee physically travels to or from, or between such County facilities if the Contractor pays the employee any amount for that time or if California law requires the Contractor to pay the employee any amount for that time.

9.1.3 Contractor’s Submittal of Certified Monitoring Reports

The Contractor must submit to the County certified monitoring reports at a frequency instructed by the County. The certified monitoring reports must list all of the Contractor’s employees during the reporting period. The certified monitoring reports must also verify the number of hours worked and the hourly wage rate paid, for each of its employees. All certified monitoring reports must be submitted on forms provided in Exhibit H (Payroll Statement of Compliance), or other form approved by the County which contains the above information. The County reserves the right to request any additional information it may deem necessary. If the County requests additional information, the Contractor must

promptly provide such information. The Contractor, through one of its officers, must certify under penalty of perjury that the information contained in each certified monitoring report is true and accurate.

9.1.4 Contractor's Ongoing Obligation to Report Labor Law-Payroll Violations and Claims

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

9.1.5 County Auditing of Contractor Records

Upon a minimum of twenty-four (24) hours' written notice, the County may audit, at the Contractor's place of business, any of the Contractor's records pertaining to the Contract, including all documents and information relating to the certified monitoring reports. The Contractor is required to maintain all such records in California until the expiration of four (4) years from the date of final payment under the Contract. Authorized agents of the County must have access to all such records during normal business hours for the entire period that records are to be maintained.

9.1.6 Notifications to Employees

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

9.1.7 Enforcement and Remedies

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

- **Remedies for Submission of Late or Incomplete Certified Monitoring Reports**

If the Contractor submits a certified monitoring report to the County after the date it is due or if the report submitted does

not contain all of the required information or is inaccurate or is not properly certified, any such deficiency will constitute a breach of the Contract. In the event of any such breach, the County may, in its sole discretion, exercise any or all of the following rights/remedies:

1) Withholding of Payment

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

2) Liquidated Damages

It is mutually understood and agreed that the Contractor's failure to submit an accurate, complete, timely and properly certified monitoring report will result in damages being sustained by the County. It is also understood and agreed that the nature and amount of the damages will be extremely difficult and impractical to fix; that the liquidated damages set forth herein are the nearest and most exact measure of damages for such breach that can be fixed at this time; and that the liquidated damages are not intended as a penalty or forfeiture for the Contractor's breach. Therefore, in the event that a certified monitoring report is deficient, including but not limited to being late, inaccurate, incomplete or uncertified, it is agreed that the County may, in its sole discretion, assess against the Contractor liquidated damages in the amount of one hundred dollars (\$100) per monitoring report for each day until the County has been provided with a properly prepared, complete and certified monitoring report. The County may deduct any assessed liquidated damages from any payments otherwise due the Contractor.

3) Termination

The Contractor's continued failure to submit accurate, complete, timely and properly certified monitoring reports may constitute a material breach of the Contract. In the event of such material breach, the County may, in its sole discretion, terminate the Contract.

- **Remedies for Payment of Less Than the Required Living Wage**

If the Contractor fails to pay any employee at least the applicable hourly living wage rate, such deficiency will constitute a breach of the Contract. In the event of any such breach, the County may, in its sole discretion, exercise any or all of the following rights/remedies:

- 1) **Withholding Payment**

If the Contractor fails to pay one or more of its employees at least the applicable hourly living wage rate, the County may withhold from any payment otherwise due the Contractor the aggregate difference between the living wage amounts the Contractor was required to pay its employees for a given pay period and the amount actually paid to the employees for that pay period. The County may withhold said amount until the Contractor has satisfied the County that any underpayment has been cured, which may include required submittal of revised certified monitoring reports or additional supporting documentation.

- 2) **Liquidated Damages**

It is mutually understood and agreed that the Contractor's failure to pay any of its employees at least the applicable hourly living wage rate will result in damages being sustained by the County. It is also understood and agreed that the nature and amount of the damages will be extremely difficult and impractical to fix; that the liquidated damages set forth herein are the nearest and most exact measure of damages for such breach that can be fixed at this time; and that the liquidated damages are not intended as a penalty or forfeiture for the Contractor's breach. Therefore, it is agreed that the County may, in its sole discretion, assess against the Contractor liquidated damages of fifty dollars (\$50) per employee per day for each and every instance of an underpayment to an employee. The County may deduct any assessed liquidated damages from any payments otherwise due the Contractor.

- 3) **Termination**

The Contractor's continued failure to pay any of its employees the applicable hourly living wage rate may constitute a material breach of the Contract. In the event of such material breach, the County may, in its sole discretion, terminate the Contract.

- **Debarment**

In the event the Contractor breaches a requirement of this Paragraph, the County may, in its sole discretion, bar the Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach, in accordance with [Los Angeles County Code, Chapter 2.202](#), Determinations of Contractor Non-Responsibility and Contractor Debarment.

9.1.8 Use of Full-Time Employees

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

9.1.9 Contractor Retaliation Prohibited

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

9.1.10 Contractor Standards

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

9.1.11 Employee Retention Rights (Intentionally Omitted)

9.1.12 Neutrality in Labor Relations

The Contractor must not use any consideration received under the Contract to hinder, or to further, organization of, or collective bargaining activities by or on behalf of the Contractor's employees, except that this restriction will not apply to any expenditure made in the course of good faith collective bargaining, or to any expenditure pursuant to obligations

incurred under a bona fide collective bargaining Contract, or which would otherwise be permitted under the provisions of the National Labor Relations Act.

10.0 SURVIVAL

In addition to any terms and conditions of this Agreement that expressly survive expiration or termination of this Agreement by their terms, the following provisions will survive the expiration or termination of this Agreement for any reason:

Paragraph 1.0	Applicable Documents
Paragraph 2.0	Definitions
Paragraph 3.0	Work
Paragraph 5.4	No Payment for Services Provided Following Expiration - Termination of Contract
Paragraph 7.6	Confidentiality
Paragraph 8.1	Amendments
Paragraph 8.2	Assignment and Delegation/Mergers or Acquisitions
Paragraph 8.6	Compliance with Applicable Laws
Paragraph 8.19	Fair Labor Standards
Paragraph 8.20	Force Majeure
Paragraph 8.21	Governing Law, Jurisdiction, and Venue
Paragraph 8.23	Indemnification
Paragraph 8.24	General Provisions for all Insurance Coverage
Paragraph 8.25	Insurance Coverage
Paragraph 8.26	Liquidated Damages
Paragraph 8.34	Notices
Paragraph 8.38	Record Retention and Inspection-/Audit Settlement
Paragraph 8.42	Termination for Convenience
Paragraph 8.43	Termination for Default
Paragraph 8.48	Validity
Paragraph 8.49	Waiver
Paragraph 8.58	Prohibition from Participation in Future Solicitation(s)
Paragraph 8.60	Campaign Contribution Prohibition Following Final Decision in Contract Proceeding
Paragraph 9.1	Compliance with County's Living Wage Program
Paragraph 10.0	Survival

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.



CONTRACTOR

INTER-CON SECURITY SERVICES SYSTEMS, INC.

By

**SEE
ATTACHED**

Name

Title

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

EDWARD YEN
Executive Officer
Clerk of the Board of Supervisors

COUNTY OF LOS ANGELES

By

Katmya Barger

Chair, Board of Supervisors

By *Maria Oleeda*

Deputy

ATTEST:

EDWARD YEN
Executive Officer of the
Board of Supervisors of the
County of Los Angeles

By *Maria Oleeda*

APPROVED AS TO FORM:

DAWYN R. HARRISON
County Counsel

By *Keever R. Muir*

Keever Rhodes Muir
Senior Deputy County Counsel

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

19 March 18, 2025

Edward Yen

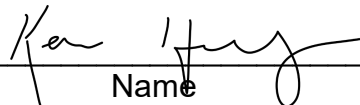
EDWARD YEN
EXECUTIVE OFFICER

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.

CONTRACTOR

INTER-CON SECURITY SERVICES SYSTEMS, INC.

By



Name

Chief Strategy Officer

Title

COUNTY OF LOS ANGELES

By

**SEE
ATTACHED**

Chair, Board of Supervisors

ATTEST:

EDWARD YEN
Executive Officer of the
Board of Supervisors of the
County of Los Angeles

By **SEE
ATTACHED**

APPROVED AS TO FORM:

DAWYN R. HARRISON
County Counsel

By _____
Keever Rhodes Muir
Senior Deputy County Counsel

79650

**CONTRACT FOR
ARMED SECURITY GUARD SERVICES**

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STATEMENT OF WORK AND ATTACHMENTS

STATEMENT OF WORK AND ATTACHMENTS

ARMED SECURITY GUARD SERVICES

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SOW ATTACHMENTS

- 1 Contract Discrepancy Report (CDR)
- 2 Service Locations, Hours, and Number of Guards
- 3 Armed Security Guard Services Employee Sign-In/Sign-Out Log

STATEMENT OF WORK (SOW)

1.0 SCOPE OF WORK

- 1.1 The Contractor will provide daily Armed Security Guard Services (Security Services) during business hours for LA County Library (Library) facilities identified in the SOW Attachment 2 (Service Locations, Hours, and Number of Guards) of this Exhibit A, by providing all labor, supervision, equipment, materials and supplies necessary for the Contractor's performance under this Contract. If the Contractor is unable to provide Security Services for a Library facility, an unarmed guard may be placed temporarily and invoiced according with Exhibit B (Pricing Schedule), of the Contract for the affected Library facility.
- 1.1.1 The Contractor will ensure safety and protection of Library personnel, patrons, and property, preventing and deterring illegal activity such as theft, vandalism, and accidents.
- 1.1.2 The Contractor personnel will patrol the entire Library property, including, but not limited to, the facility's interior and exterior, parking lots and parking structures, stairwells, and various points entry to the building.
- 1.1.3 The Contractor personnel will be able to identify, attempt to prevent, and avert potential threats, criminal behaviors, suspicious situations or injuries.
- 1.1.4 The Contractor personnel will be first to act and help people in need in emergency situations and assist in evacuations and other serious security events.
- 1.1.5 The Contractor personnel will monitor Library patron activity to ensure compliance with the Library's Customer Expectations Policy, found at <https://lacountylibrary.org/customer-expectations/>.

2.0 ADDITION AND/OR DELETION OF FACILITIES, SPECIFIC TASKS AND/OR WORK HOURS

- 1.2 County reserves the right to amend the Contract to reflect any changes by an increase or decrease in the number of facilities or days/hours of service for facilities listed in SOW Attachment 2 (Service Locations, Hours, and Number of Guards) of this Exhibit A. County will notify the Contractor, in writing, at least ten (10) business days prior to the effective date of any modifications. The Contractor will be compensated for the Security Services of additional library facilities designated after the Contract's commencement date based on the submission of an approved cost per additional facility. Payment adjustments will be made to reflect such modification in services on a pro-rata basis commensurate with the number of library facilities and/or days/hours of service increased or decreased of the affected library facilities. County will determine the need for modification referenced herein.
- 2.1 All changes must be made in accordance with Paragraph 8.1 (Amendments) of the Contract. All terms in the Contract will extend to any library facility added by the Amendment.

3.0 QUALITY CONTROL

The Contractor must establish and utilize a comprehensive Quality Control Plan (QCP) to ensure the County receives a consistently high level of service throughout the term of the Contract. The QCP must be submitted to the County's Project Monitor for review. The QCP must include, but may not be limited to, the following:

- 3.1** Method of monitoring to ensure that Contract requirements are being met;
- 3.2** A record of all inspections conducted by the Contractor, any corrective action taken, the time a problem was first identified, a clear description of the problem, and the time elapsed between identification and completed corrective action, must be provided to the County upon request.
- 3.3** The Contractor will maintain and update as necessary written policy and procedures regarding the licensing, certification, training files, and work requirements for all Contractor personnel assigned to provide Security Services under the Contract, and will provide updates to the County's Project Monitor for review immediately upon request.

4.0 QUALITY ASSURANCE PLAN

The County will evaluate the Contractor's performance under this Contract using the quality assurance procedures as defined in Paragraph 8.15 (County's Quality Assurance Plan) of the Contract.

4.1 Monthly Meetings

The Contractor is required to attend a scheduled meeting as needed. Advance notification will be given at least one (1) business day prior to the meeting.

4.2 Contract Discrepancy Report

Notification of a Contract discrepancy will be made to the County's Project Monitor as soon as possible whenever a Contract discrepancy is identified. The problem must be resolved within a time period mutually agreed upon by the County and the Contractor.

The County's Project Monitor will determine whether a formal Contract Discrepancy Report (CDR), SOW Attachment 1 of this Exhibit A, will be issued. Upon receipt of this document, the Contractor is required to respond in writing to the County's Project Monitor within five (5) business days, acknowledging the reported discrepancies or presenting contrary evidence. A plan for correction of all deficiencies identified in the CDR must be submitted to the County's Project Monitor within ten (10) business days.

4.3 County Observations

In addition to departmental contracting staff, other County personnel may observe performance, activities, and review documents relevant to this Contract at any time during normal business hours. However, these personnel may not unreasonably interfere with the Contractor's performance.

5.0 DEFINITIONS

Throughout this SOW, references are made to certain persons, groups, or Departments/Agencies. For convenience, a description of specific definitions can be found in Paragraph 2.0 (Definitions), of the Contract. The headings are for convenience and reference only and are not intended to define the scope of any provision thereof.

6.0 RESPONSIBILITIES

The County's and the Contractor's responsibilities are as follows:

COUNTY

6.1 Personnel

The County will administer the Contract according to Paragraph 6.0 (Administration of Contract – County), of the Contract. Specific duties will include:

- 6.1.1 Monitoring the Contractor's performance in the daily operation of this Contract.
- 6.1.2 Providing direction to the Contractor in areas relating to policy, information and procedural requirements.
- 6.1.3 Preparing Amendments in accordance with Paragraph 8.1 (Amendments) of the Contract.

6.2 Furnished Items

6.2.1 Keys/Access Cards/Remote Controls

- A. County will provide three (3) sets of keys/access cards/remote controls, at no cost to the Contractor, for the library facilities to be serviced. The Contractor will acknowledge receipt of the keys/access cards/remote controls accepting full responsibility. Contractor employees are to use keys/access cards/remote controls only in the carrying out of contracted services. All such keys/access cards/remote controls are property of the County and will be returned to the County's Project Monitor upon termination of the Contract.
- B. If additional sets are needed, the Contractor will submit a request in writing to the County's Project Manager. **At no time are the keys to be duplicated by the Contractor.** Any lost or damaged keys/access cards/remote controls will be replaced at the expense of the Contractor based on the County's replacement cost.

6.2.2 Alarm Codes

- A. Contractor may be issued intrusion alarm codes to the library facilities to be serviced. The Contractor accepts full responsibility for the security of the alarm codes and will provide codes only to its employees as required to provide Security Services in accordance with the Contract.

- B.** Instructions for the use of intrusion alarms will be provided by the County. If it is determined that the Contractor's employee fails to arm the intrusion alarm or is responsible for a false alarm, liquidated damages will be assessed.

6.2.3 Materials and Equipment

County does not make telephones, computers, faxes, copiers or any County peripherals available for the use of the Contractor's employees. Any such misuse of County property will result in the assigned Contractor employees' immediate removal from working on the Contract and liquidated damages will be assessed.

CONTRACTOR

6.3 Contractor's Project Manager

- 6.3.1** Contractor must provide a full-time Project Manager or designated alternate. County must have access to the Contractor's Project Manager from Monday through Friday, 8:00 a.m. to 6:00 p.m. (Pacific Standard Time).
- 6.3.2** Contractor's Project Manager must act as a central point of contact with the County.
- 6.3.3** Contractor's Project Manager must have at minimum three (3) years of experience of demonstrated experience in the Security Service industry, to include but not limited to, the overseeing of day-to-day operations in the delivery of services, customer relations, and quality control.
- 6.3.4** Contractor's Project Manager/alternate must have full authority to act for Contractor on all matters relating to the daily operation of the Contract. Contractor's Project Manager/alternate must be able to effectively communicate, in English, both orally and in writing.

6.4 Personnel

- 6.4.1** Contractor will assign a sufficient number of staff to perform the required work based on the location requirements. Assigned employees on site must speak and understand English. Additional languages are desirable.

A. Personnel Experience Requirements

Contractor will provide personnel who meet the following experience requirements:

1) Armed Security Guard Supervisor

Armed Security Guard Supervisor (Security Supervisor) will have a minimum of two (2) years paid Security Service industry experience within the last three (3) years. Note: Military service may be accepted as meeting all or part of the security experience requirements, if security experience is clearly articulated in the candidate's military job history.

2) **Armed Security Guard**

Armed Security Guard (Security Guard) will have a minimum of one (1) year of Security Service industry experience within the last three (3) years. Note: Military service may be accepted as meeting all or part of the security experience requirements, if security experience is clearly articulated in the candidate's military job history. If the Contractor is unable to provide armed guards for a Library facility, an unarmed guard may be placed temporarily and the invoice adjusted accordingly.

6.4.2 Contractor will assign at minimum two (2) Security Supervisors exclusively to each Contract to monitor and inspect the personnel and their performance. Actual number of supervisors will be based on the pricing schedule submitted in the proposal.

6.4.3 Contractor will ensure that only personnel assigned to the Contract are permitted at the library facilities at all times.

6.4.4 County may, at any time, give the Contractor written notices to the effect that the conduct or action of a designated employee of the Contractor is, in the reasonable belief of the County, detrimental to the interest of the public patronizing the premises. The Contractor will meet with representatives of the County to consider the appropriate course of action with respect to such matter and the Contractor will take reasonable measures under the circumstances to assure the County that the conduct and activities of the Contractor's employee will not be detrimental to the interest of the public patronizing the premises. The County has the right to approve or disapprove the Contractor's employees.

6.4.5 Contractor's assigned employees will be closely monitored to detect operational irregularities and noncompliance with contractual requirements. It is the Contractor's responsibility to see that the organization oversees the activities, and does not delay, ignore, or otherwise limit contractual obligations to a task, site or operational request from the County.

6.4.6 Background and Investigations

A. Contractor will be required to background check their employees providing services as set forth in this Paragraph 6.4.6.

B. County will not accept any of Contractor's employees who have the following within their background:

- 1) Military conduct that involved dishonorable discharge, bad conduct, or an undesirable discharge;
- 2) Conviction for a sex offense;
- 3) Any conviction of drunk or reckless driving within the last three (3) years;

- 4) Conduct that would preclude the employee from receiving a bond;
- 5) Felony conviction;
- 6) Any pattern of irresponsible behavior including, but not limited to, unsatisfactory driving or employment records; or
- 7) Any pattern of recent or habitual illegal drug use.

6.4.7 Employee File

For each employee assigned to the Contract, the Contractor will maintain an Employee File with comprehensive documents ready for County's Project Monitor to review upon request in accordance with Paragraph 6.4.6 (Background and Investigations), of the SOW. The Employee File will contain copies of the following:

A. Employment Application

B. Employment History

Employment history will include a list of candidate's present or last job first, then all jobs held and any periods of unemployment for the previous ten (10) years, including all security services experience.

- 1) Military Service - All military experience (regular or reserve) must be documented. Include a copy of candidate's Selective Service Card and/or military discharge papers DD214. If candidate does not possess a Selective Service Card or military discharge papers, explain why information is not available.
- 2) Driving Record - Include current printout of the candidate's Department of Motor Vehicle Record is required at the time of the candidate's interview with Department Civilian Background Unit and annually thereafter.
- 3) Bureau of Security and Investigative Services (BSIS) Certified Course in Firearms Training (8 hours) - Include copy of current BSIS Certified Course in Firearms Training.
- 4) California Firearm Qualification Card for assigned employees. - Include copy of current California Firearm Qualification Card. California Firearm Permit for assigned employees - Include copy of current California Firearm Permit.
- 5) Guard Registration Card – Include copy of current Guard Registration Card, issued by the California Department of Consumer Affairs (DCA), Bureau of Security and Investigative Services (BSIS).
- 6) Certificate for Cardiopulmonary Resuscitation (CPR) for Adult, Child, and Infant including Automated External Defibrillator (AED) - Include copy of current Adult, Child, and Infant CPR card, issued by American Red Cross, American Heart

Association, or equivalent provider (8 hours) and Automated External Defibrillator (AED) certification.

- 7) First Aid Certification for Adult, Child, and Infant - Include copy of current First Aid Certification, issued by American Red Cross, American Heart Association, or equivalent provider (8 hours).
- 8) Baton Permit Issued by Bureau of Security & Investigative Services (BSIS) - Include copy of baton permit issued by BSIS.
- 9) MACE/Pepper Spray Permit - Include copy of permit to carry ten percent (10%) solution of oleoresin capsicum (pepper spray).
- 10) Pass result of random drug tests and DMV checks.
- 11) Valid California Class "C" Driver's License or California Identification Card - Include copy of valid California Class "C" Driver's License or California Identification Card.
- 12) High School or G.E.D. diploma or equivalent - Include copy of High School or G.E.D. diploma or equivalent.

C. Site/Post-Specific Orientations and Training

Contractor will conduct site/post-specific orientation and training to ensure assigned employees are familiar with the facilities and understand their responsibilities at the facilities.

D. Annual Performance Evaluations

Contractor will conduct annual performance evaluations for employee. A copy of the employee's performance evaluation will be included in each employee's Employee File.

6.5 Uniforms/Identification Badges

6.5.1 Uniforms

Contractor employees assigned to County facilities must always wear an appropriate and approved uniform at all times. Uniform is to consist of a shirt with the company name and uniform pants, in addition to the approved items listed on number D of this paragraph 6.5.1. All uniforms, as required and approved by the County's Project Manager or their designee, will be provided by and at Contractor's expense.

- A.** Uniforms will be the same for all assigned Contractor employees unless an exception is required or approved by the County's Project Manager.
- B.** Uniforms will be tailored for the employee and will fit appropriately and professionally, with shirts tucked into trousers, and trousers not excessively short or long.
- C.** Uniforms will be clean and neatly pressed, free from stains, tears, or showing excessive wear. Any uniform observed to show excessive wear will be replaced at the Contractor's expense. Undershirts, if

worn, will be clean and free from stains, tears, excessive wear or fading and will be an appropriate color to match the uniform shirt, i.e., white, black or navy.

D. Contractor will obtain written approval for uniform(s) and other related attire from County Project Manager at least thirty (30) calendar days prior to commencing work under the Contract. Uniforms will consist of the following items, unless an exception is required or approved in writing by the Department:

- 1) Trouser – Company standard
- 2) Shirt/blouse – Company standard
- 3) Belt – Solid black or black basket weave
- 4) Tie – Optional
- 5) Tie bar – Optional
- 6) Socks – Solid black or navy blue, appropriate to Trouser color, if boots are not worn and are visible
- 7) Shoes – Solid black, leather, low rise plain-toed oxfords or military type boot, with smooth finish
- 8) Shoulder patches, as required by California Business and Professions Code 7582.27, on both arms of uniform shirt/blouse and jacket
- 9) Jacket, with appropriate shoulder patches, as appropriate to weather conditions – Navy or Black (as needed)
- 10) Identification Badge, with name and photo must be visible while on duty,
- 11) Badge, if applicable, to be worn on the upper left breast of the uniform shirt,
- 12) Name Tags, if applicable, to be worn on the upper right breast of the uniform shirt, and
- 13) Rain gear (as needed).

6.5.2 Identification Badges

Contractor must ensure their employees are appropriately identified as set forth in Paragraph 7.4 (Contractor's Staff Identification), of the Contract, and must include a recent photograph of the employee, within last two (2) years.

6.6 Materials, Equipment, and Accessories

6.6.1 The purchase of all materials, equipment, and accessories to provide the needed services is the responsibility of the Contractor. The Contractor must use materials, equipment, and accessories that are safe for the environment and safe for use by the employee.

6.6.2 Contractor will be responsible for the maintenance of all materials, equipment, and accessories provided to the Contractor employees.

6.6.3 Contractor employees assigned to this contract will be provided with, at least, the following:

A. Current California Guard Registration Card

B. Weapon

- 1) Valid and current firearms permit indicating the specific firearm issued;
- 2) Leather thumb break, break front holster for Colt, Smith & Wesson 38/357 Beretta, 9mm Glock or Sturm Ruger double-action, 38 Special or .357 magnum caliber revolver;
- 3) Ammunition pouch designed to hold two magazines and two Speed Loaders;
- 4) 0.38 caliber, either Winchester 110 grain +P+ or Spear 125 grain+P, semi-jacketed, hollow point or Remington 0.38 Special plus P hollow points 128 grain or Winchester and Round Ball full jacket bullets in accordance with the following:
 - i) Must be factory loaded;
 - ii) A minimum of 12 additional rounds must be carried for the handgun;
 - iii) The ammunition is to be replaced annually;
 - iv) Must be approved by the County.

C. Radios

- 1) Contractor will provide two-way radios with earpiece, lapel microphone, batteries, supplies, and maintenance for radios, as follows:
 - i) Contractor will provide one (1) earpiece radio and lapel microphone for each assigned employee;
 - ii) Contractor will provide a sufficient number of batteries to provide a fully-charged battery and a fully-operational radio for the assigned employee;
 - iii) Contractor will provide one (1) hand-held radio for each Library;
 - iv) Contractor will provide regular maintenance, repair and/or replacement for all radio equipment, as needed;
 - v) Contractor will ensure all radios are programmed and available, and that the radio system is operational prior to commencing work under the Contract, and that the radio system is able to operate efficiently and effectively

throughout the Library premises without interruption and must follow all FCC regulations.

A. Baton

- 1) Valid and current permit for Baton;
- 2) Straight Expandable/Straight Baton or Side Handle Expandable Baton/Side Handle Baton with Baton Ring for the use by assigned employees. Baton must comply with BSIS approved guidelines with the following specifications:
 - i) Material: Wood, synthetic (plastic) substance of equivalent physical properties to the wooden baton (strength, density, and toughness) aluminum, polycarbonate;
 - ii) Length: Between 14 inches and 24 inches, constant, or two section expandable;
 - iii) Weight: Weight in proportion to size as specified by manufacturer;
 - iv) Diameter: Short end: 1 inch to 1 ¼ inches; long end: ¾ inch to 1 ¼ inches;
 - v) Color: Wood may be brown and black, plastic/polycarbonate must be black, metal is black or chrome;
 - vi) Surface: Ends must be rounded blunt; no cutting, ridged, or sharp edges;
 - vii) Loading: Baton cannot be altered or filled with any substance that causes additional weight over manufacturer specifications;
 - viii) Grommet: Black rubber, slipped over the side handle of the baton;
 - ix) Strap: Baton may not be fitted with a strap.

B. Miscellaneous Accessories

- 1) One (1) Key Snap;
- 2) Four (4) keepers;
- 3) One (1) set Handcuffs plus key;
- 4) One (1) 500 Lumen (min.) flashlight;
- 5) Pepper spray (10% solution of oleoresin capsicum in a 1.47 oz. container and carried in holster);
- 6) One (1) Handcuff case;
- 7) Sam/Sally Browne belt, and;
- 8) Personal Protective Equipment (PPE) Pouch.

C. Vehicles

- 1) All vehicles will be provided by the Contractor, at Contractor expense;
- 2) Contractor will provide vehicles to provide relief, make rounds of inspections, conduct random site visits, and fulfill relief and supervisory responsibilities at the different libraries;
- 3) Contractor vehicles will be clearly and easily identifiable, in compliance with California Vehicle Code (VEH) 25279 and must be well maintained and kept clean at all times;
- 4) Contractor provided vehicles will be as follows:
 - i) Less than five (5) years old;
 - ii) In good condition/repair with no visible damages;
 - iii) Properly marked with company name and logo;
 - iv) Suitable for parking lot patrol;
 - v) Tires will be in good condition at all times.
 - vi) Will have the following items in the vehicle:
 - 1) First aid kit;
 - 2) 5lb ABC type fire extinguisher;
 - 3) Hand-held or vehicle spotlight;
 - 4) Traffic cones;
 - 5) Flares;
 - 6) Yellow scene management (banner guard type) tape.
- 5) Contractor will maintain and provide, upon request by County, a current vehicle list, including description, license plate numbers, and vehicle identification numbers of all Contractor owned vehicles used by assigned employees. All vehicles must be in safe operating condition in compliance with all California Vehicle Code regulations.
- 6) County may conduct periodic inspections of all Contractor vehicles used to provide services under the Contract.

6.7 Training

- 6.7.1** Contractor must provide training programs for all new employees and continuing in-service training for all employees.
- 6.7.2** Contractor's assigned employees must comply with the training, licensing, and certification requirements of the Department of Consumer Affairs (DCA), Bureau of Security and Investigative Services (BSIS), Title 16, Division 7 of the California Code of Regulations, Article 9, Skills Training

Course for Security Guards under the California Business and Professional sections 7581, 7583.5, 7583.6, and 7583.7.

6.7.3 Contractor must provide proof of training to the County upon completion of initial assignment and annually thereafter. Proof of training must include a list of subjects trained in and a signature from the employee acknowledging training and understanding. All company training records, including course materials, must be available for inspection at the request of the County. Training include but not limited to:

- A.** Sexual Harassment Prevention Training – Per Government Code 12950.1 (AB1825) Two (2) hours of classroom training regarding sexual harassment prevention for all supervisory employees.
- B.** Power to Arrest Training
- C.** Baton Training
- D.** Firearm Training
- E.** First Aid/CPR
- F.** Emergency Response Issues (Bomb Threat, Fire, Disruptive Behavior)
- G.** Emergency Procedures Related to Medical, Life / Safety and Acts of Nature
- H.** Evacuation Procedures – Power Outage and Hostage Taking
- I.** Threat Assessment
- J.** Detecting Unusual Behavior, Warning Signs, and Awareness
- K.** Conflict Management – De-escalating Situation
- L.** Recognizing Gender & Racial Harassment & Discrimination
- M.** Safety Awareness
- N.** Weapon of Mass Destruction & Terrorism Awareness
- O.** Customer Service

6.7.4 Prior to their first day of assignment, the Contractor will provide all the assigned employees with training and orientation regarding their assigned tasks and in the safe handling of equipment, including, but not limited to entry alarms, doors, work requirements, and restrictions. All equipment will be checked daily for safety. All employees must wear safety and protective gear according to OSHA standards.

6.7.5 County may audit Contractor's training classes and/or inspect employee training records, including but not limited to licenses, permits, and certifications at County's discretion.

6.7.6 Contractor will ensure that assigned employees understand their roles and responsibilities under the Contract to (1) intervene to prevent injurious acts to persons and property, (2) assist patrons and library personnel in

emergency situation, (3) provide a uniformed presence as a deterrent to crime, (4) de-escalate hostile, aggressive, and violent situations, (5) know the content and Location of Post Orders, (6) understand their role and responsibilities at the specific Location, and (7) provide a professional and courteous demeanor to County clients, employees, and other assigned employees.

6.7.7 Firearms

- A.** Contractor will require all assigned employees to qualify with their weapon twice annually, once during the first six (6) months of the calendar year and once during the second six (6) months of the calendar year according to BSIS regulations. Firearms qualification slips will be filed with Contractor, maintained in the Training File, and be available for audit by County personnel, upon request.
- B.** Contractor will ensure that all firearms training is in compliance with the California Firearms Training Standards prescribed by California Department of Consumer Affairs (DCA), Bureau of Investigative Services (BSIS). Firearms training is required for all assigned employees.

6.7.8 Contractor Business Continuity Plan (BCP) and Disaster Preparedness Plan (DPP) – Emergency Response and Training

- A.** In compliance with County Chief Executive Office, Emergency Management guidelines, County requires that Contractor submit a Business Continuity Plan (BCP) and Disaster Preparedness Plan (DPP) for each Location.
- B.** The Department is responsible for providing security for many essential County programs and services. Contractor's BCP and DPP are used for service restoration in the event of an emergency. In order to ensure uninterrupted services for essential County programs, Contractor will:
 - 1) Prepare a BCP and DPP for each location within thirty (30) calendar days of commencement of the Contract and submit to the County's Project Director and County's Project Manager for approval.
 - 2) Conduct emergency response drills for each library facility where services are provided, at a minimum of one (1) time per year. Emergency drills are to be conducted in cooperation with the Department personnel and/or local emergency responders and library facility administration personnel. Contractor will document and report the results of these emergency response drills to the County's Project Manager.
 - 3) Conduct a tabletop (scenario) BCP and DPP exercise, for each library facility where services are provided, at a minimum of one (1) time per year. The tabletop exercise will ensure that

information in BCP and DPP is complete and accurate and that the assigned employees know their responsibilities in an emergency. Results of tabletop (scenario) exercises are to be documented and reported to the County's Project Director and County' Project Manager. The report will include, but is not limited to, an overview of the exercise conducted, name and position of participant(s), nature of any deficiencies, a corrective action plan, and the timeframe to correct deficiencies. Contractor will ensure all information included in the BCP and DPP is accurate and complete. Contractor will update the BCP and DPP, including employee contact information, on an ongoing basis to ensure information contained in the BCP and DPP complete and accurate, and provide an updated copy to the County's Project Manager. All BCP and DPP is incorporated herein by this reference.

- 4) Failure to comply with the requirements of this Paragraph 6.7.8 may result in a County imposed Liquidated Damages against the Contractor and. If non-compliance persists, County may terminate or suspend the Contract.

6.8 Contractor's Office

Contractor must maintain an office with a telephone in the company's name where Contractor conducts business. The office must be staffed during the hours of 8:00 a.m. to 9:00 p.m., Monday through Friday, by at least one (1) employee who can respond to inquiries and complaints which may be received about the Contractor's performance of the Contract. When the office is closed, the Contractor's after-hours/emergency number will be utilized to address inquiries and complaints. If voicemail is utilized, the Contractor's Project Manager must respond within thirty (30) minutes of receipt of the initial call.

6.9 Contractor's Damage

Contractor will be responsible for the repair of all damages incurred to existing library facilities by the Contractor's employees. All repairs will be performed by the County, and the Contractor will reimburse the County for the value of the repair.

6.10 Emergency Procedures

- 6.10.1** Contractor will immediately report any property emergency situation such as vandalism, broken water pipes, windows, doors, etc., to the Library Staff and follow the instruction from the Library Staff.
- 6.10.2** Contractor will immediately call 911 for any medical emergency such as fainting, heart attack, seizure, choking, etc., and then provide First Aid or any assistance prior to the arrival of professional medical help. Attempt first aid ONLY if trained and qualified.
- 6.10.3** Contractor will immediately call 911 for any physical altercation emergency such as fighting, physical aggression, hostage situation, etc.,

and then attempted to de-escalate and gain control over the situation to prevent escalation until the arrival of law enforcement.

6.11 Safety

6.11.1 Contractor agrees to perform all work outlined in the Contract in a way that meets all accepted standards for safe practices related to the work; and agrees additionally to accept the sole responsibility for complying with all local, county, state, or other legal requirements at all times to protect all persons including the Contractor's employees, agents of the County, vendors, members of the public, or others from foreseeable injury or damage to their property or person.

6.11.2 Contractor will cooperate fully with County in the investigation of any accidental injury or death occurring on the premises including a complete written report thereof to the County within five (5) calendar days following the occurrence.

7.0 HOURS/DAY OF WORK

Contractor employees' hours and days of service will vary based on each Library facility as set forth in SOW Attachment 2 (Service Locations, Hours, and Number of Guards), of the SOW.

7.1 Assigned employees will arrive one (1) hour prior to the library opening and will leave fifteen (15) minutes after the library closes, unless otherwise authorized by the County.

7.2 Contractor is not required to provide services on County-recognized holidays or days of library facility closure. County will provide a list of County-recognized holidays upon commencement of the Contract.

8.0 WORK SCHEDULES

8.1 Contractor must submit for review and approval a work schedule for each facility to the County's Project Monitor within fifteen (15) days prior to the start of the Contract.

8.2 Contractor will have discretion over the deployment of assigned employees if service levels are met.

8.3 Post Assignments

8.3.1 Contractor will provide sufficient assigned employees to ensure there are no uncovered posts, in accordance with the County's staffing requirements, as set forth in SOW Attachment 2 (Service Locations, Hours, and Number of Guards), of the SOW, unless County gives written approval of an exception, modification, or change.

8.3.2 Assigned employees will not leave assigned posts until they are properly relieved.

8.3.3 Assigned employees will take breaks on site, i.e., Lunch on Post.

- 8.3.4** County will view any uncovered post as a breach of performance. More than three (3) incidents within a thirty (30) day period or three (3) consecutive days will result in liquidated damages, and possible termination of the Contract and/or debarment.

8.4 Absence

- 8.4.1** In the event of an assigned employees absence, Contractor will deploy a replacement Security Guard or the on-duty Security Supervisor to the library site immediately to always ensure coverage. If the Security Supervisor is deployed to stand post until a replacement Security Guard arrives, County will only be billed as the Security Guard rate while waiting for the replacement. The replacement will report to the Post within one (1) hour or less from unplanned absence notification.
- 8.4.2** In the event that the assigned employee must leave during the workday, Contractor will send a replacement Security Guard within one (1) hour or less of the assigned employee's unscheduled departure. If a Security Supervisor replaces a Security Guard, the Contractor will bill the County at the Security Guard's rate. Failure to replace the assigned employee will result in liquated damages.

9.0 UNANTICIPATED WORK

- 9.1** The County's Project Manager or designee may request and authorize the Contractor to perform unanticipated work.
- 9.2** Prior to performing any unanticipated work, the Contractor must prepare and submit a written description of the work to be performed with associated costs. All unanticipated work must be approved by the County's Project Manager or designee before beginning the work. In any case, no unanticipated work will commence without prior authorization. Contractor will submit a separate invoice to County after the completion of the service.
- 9.3 Unanticipated Work Due to Security Incidents**

When a condition exists wherein there is imminent danger of injury to the public or damage to property, and the assigned employee is ending their shift, the assigned employee will remain on shift to address the situation, as appropriate. As soon as it is safe to do so, the assigned employee will notify the Security Supervisor of the incident requiring extra time on the assignment. Security Supervisor or Contractor's Project Manager will notify the County's Project Manager or designee to advise them of the situation and request approval for the unanticipated work. A written estimate must be sent within twenty-four (24) hours of approval. Contractor will submit a separate invoice to the County after the completion of the service.

10.0 SIGN-IN REQUIREMENTS

All Contractor employees are required to sign-in and sign-out (in ink) with the date and time of arrival and departure. SOW Attachment 3 (Armed Security Guard Services Employee Sign-In/Sign-Out Log) of the SOW, is provided at each library facility and must be kept on site.

11.0 SPECIFIC WORK REQUIREMENTS

11.1 Performance Expectations

All assigned employees are required to adhere to the performance expectations listed below. In the event of an incident involving misuse of authority by assigned employees, the County may conduct an administrative investigation of allegations.

- A.** Must report to work in full uniform. No changing into or out of uniform on Library premises.
- B.** Must be punctual in accordance with Paragraph 7.1 (Hours/Days of Work), of the SOW.
- C.** Must continuously display courtesy, cultural sensitivity, good manners, and a professional and respectful demeanor.
- D.** Must remain awake, alert, and attentive during their shifts, without exception.
- E.** Must take all breaks, including meals, on-site. All library sites have an available staff/break room. Unauthorized areas for breaks and lunches are prohibited.
- F.** Must always maintain a professional appearance, including, but not limited to:
 - 1) Maintain long hair tied back (bun or ponytail).
 - 2) Sideburns, mustaches, and beards will be neatly trimmed and clean.
 - 3) No facial piercings.
 - 4) No visible tattoos.
 - 5) No excessively long nails
- G.** Must adhere to all regulations regarding proper use of firearms as set forth in California Penal Code sections 830.1 through 854.
- H.** Must maintain and handle all firearms and batons safely.
- I.** Prohibited from eating, reading, or using personal electronic devices, including radios, cellular telephones, televisions, at their posts at any time.
- J.** Prohibited from chewing gum.
- K.** Prohibited from wearing unauthorized hats, caps or bandanas.
- L.** Prohibited from wearing sunglasses indoors; or wearing sunglasses stacked on forehead.
- M.** Prohibited from leaning against walls, doors, etc.
- N.** Prohibited from indiscreet conduct or actions.
- O.** Prohibited from removing or borrowing items owned by County employees, including but not limited to radios, heaters, fans.
- P.** Prohibited from sitting inside a vehicle or driving a vehicle to monitor the library premises.

- Q.** Prohibited from using County telephones except for the purpose of contacting Security Supervisors.
- R.** Prohibited from excessive socializing with the public, County employees, or other assigned employees.
- S.** Prohibited from storing baton, firearms or Sam/Sally Browne belt at the library premises.
- T.** Prohibited from using firearms and batons as a measure of threat or intimidation, and instead, will be used only in life threatening or restraint situations.
- U.** Prohibited from bringing, carrying or using any firearms, holsters, and ammunition banned by California law (Penal Code 30510, 30515, and 32310) at any time.
- V.** Prohibited from cleaning their firearms on library premises at any time.
- W.** Prohibited from bringing contraband, flammables, sharp objects, and sporting goods onto library premises.

11.2 General Duties

All assigned employees are required to adhere to the following:

- A.** Become familiar with the assigned library premises.
- B.** Follow all Federal, State and local laws that apply to the provision of Armed Security Guard services, particularly those dealing with arrest, licensing, training, and certifications as set forth in California Penal Code sections 830.1 through 854, and with all Department rules and regulations.
- C.** Maintain a good working knowledge of self-defense and lawful public restraint procedures.
- D.** Upon initial arrival, perform a security inspection of the exterior of the library premises; once Library staff opens the building, perform a full security inspection of the interior.
- E.** Walk and monitor the interior and exterior of the library premises, including the parking lots and sidewalks, at least two (2) times per hour.
- F.** Detect and prevent individuals or groups from committing acts which are injurious to other individuals or to property.
- G.** Safeguard library premises against fire, theft, vandalism, and illegal entry.
- H.** React quickly and take command of emergent incidents and use sound judgment and discretion in handling unruly members of the public.
- I.** Detain for further investigation or arrest by local law enforcement when 1) the officer witnesses the commission of a felony or misdemeanor by such individual(s) or has reasonable cause to suspect that a felony or misdemeanor was committed by such individual(s), and 2) detention is necessary to prevent further harm.

- J.** Conduct searches, as necessary, for firearms and contraband, and provide details on individuals for investigations, detention, or arrest.
- K.** Contraband will not be taken or stored into temporary custody. Only contraband items resulting in an arrest will be confiscated and released to a law enforcement officer.
- L.** Provide information and assistance to the public as needed.
- M.** Monitor Library patron activity to ensure compliance with the Library's Customer Expectations Policy. Most current policy is found at <https://lacountylibrary.org/customer-expectations/>.
- N.** Investigate questionable acts or behavior observed or reported on library premises, and question witnesses and suspects to ascertain or verify facts, when there is reasonable suspicion and cause to do so.
- O.** Lock or unlock gates and doors as directed by Library Staff.
- P.** Ensure that only authorized personnel are permitted access to closed or restricted areas of the library premises and detain unidentified or unauthorized individuals.
- Q.** Respond to reports of ill or injured visitors, patrons, or employees; render first aid and notify local law enforcement and/or emergency personnel. Report incident to the Library Staff as soon as possible.
- R.** Relay reports of bomb threats immediately to corresponding local law enforcement and Library Staff; participate in bomb searches as directed law enforcement.
- S.** Respond to a scene of disturbance and/or locally activated fire, burglary, or other alarms, evaluate the situation, and take appropriate action.
- T.** Monitor building alarm systems and electronic surveillance equipment, such as closed-circuit television (CCTV) monitors, in buildings, halls, or parking lots, if available at the facility or as directed by Library Staff.
- U.** Receive additional training in the use of County-provided radio equipment, if applicable, including knowledge of all appropriate codes, and ensure that such equipment is properly used, stored and maintained as required.
- V.** Respond to Library Staff request to handle an emergency, as needed, during rest break and lunch break (lunch on post).
- W.** Complete and submit an incident report for each security incident.
- X.** Provide monthly (or as needed) written facility security assessments and recommendations.
- Y.** Prior to departure, perform a security inspection the interior and exterior of the library premises and once Library staff closes the building, escort Library staff to their vehicles, as requested.

11.3 Security Supervisor Duties

All Security Supervisors must adhere to the following:

- A.** Provide direction and instruction to assigned employees by making daily rounds of assigned library locations and monitoring performance under this Contract.
- B.** Explain post procedures, outlined above, to all assigned employees.
- C.** Immediately respond to on-site emergencies, providing support as needed.
- D.** Provide training to assigned employees under direct supervision and ensure that each employee fully understands the duties and services to be provided under this Contract, prior to starting work as set forth throughout the Contract.
- E.** Be available for inspections from the County.
- F.** Be available to the assigned employees during the assigned shift.
- G.** Provide technical and administrative advice to assigned employees, as appropriate.
- H.** Ensure that assigned coverage is appropriate and adequate to meet County requirements.
- I.** Inform assigned employees of any deviations from acceptable practices and procedures, instruct employees on the proper methods and procedures, and explain conditions in which deviations are permissible.
- J.** Respond to requests by assigned employees for assistance.
- K.** Have a thorough knowledge of radio usage and codes, and train assigned employees in these areas.
- L.** Conduct investigations of incidents and prepare a written memorandum or Incident Report (IR) as appropriate.
- M.** Provide relief for assigned employees, as necessary.
- N.** Conduct roll call briefings that include the following:
 - 1) Inspection of assigned employees
 - 2) Briefing of previous shift(s) activity and incidents
 - 3) Briefing of target hazards, special events, special requests.
 - 4) Issue earpiece radios, radios, radio holders and keys (as appropriate) to assigned employees.

11.4 Court Appearance and/or County Investigation

- 11.4.1** Assigned employees may be required to appear in court or make statements to investigators regarding incidents on library premises. If an assigned employee is called upon as a witness, County will reimburse Contractor for the court appearance or investigation interview, based on review and approval by the County.

11.4.2 County will pay up to eight (8) hours per day of straight time for each summoned assigned employees when a court appearance or investigation interview is required. If the court appearance or investigation interview occurs during an assigned employee's normal work shift, Contractor will provide back-up coverage which will be reimbursed at straight time.

11.4.3 Contractor will list court appearances and/or investigation interviews as a separate line item on Contractor's invoice, and must attach supporting document, such as a copy of the police report, Incident Report, subpoena, and/or written request for appearance. County will have the discretion to approve or deny invoice payment request based upon the documentation presented.

11.5 Reporting Requirements

Contractor and/or assigned employees will prepare, submit, and maintain the following documents; and the Contractor will submit the documents at the frequency defined or upon the request of the County.

11.5.1 Complaint Investigation Report

Contractor will submit a Complaint Investigation Report (CIR) within five (5) business days after receiving a complain. The CIR will outline the complaints, result of investigation, and corrective actions taken.

11.5.2 Training Program Reports

- A.** Contractor will ensure that all assigned employees remain current in all required training and certifications. Training may be provided in person or online.
- B.** Contractor will establish a method of tracking all required certificates, training, and training updates needed to maintain compliance with this Contract.
- C.** Contractor will be responsible for maintaining a Training File under the Employee File for each employee assigned to provide services under the Contract.

11.5.3 Notification of Infectious Potential

- A.** Contractor will immediately notify the County of any assigned employees reporting contact with, or evidencing signs or symptoms indicating the presence of, an infectious disease. Any assigned employees determined to have infectious potential will be removed from their assignment until it has been determined that the individual is no longer infectious as evidenced by a doctor's note.
- B.** County may provide, without incurring liability, referrals to Contractor and its assigned employees with respect to health examinations, vaccinations, or other medical treatment which may be necessitated as a result of infection potential notification.

11.5.4 Incident Report

Assigned employees will create and submit an incident report following any security, fire or medical incident where the assigned employee was notified or intervened. This report must include details related to time, place, description of situation, parties involved, action taken and the employee's signature. Completed reports must be submitted to the Security Supervisor, immediately, but no later than the end of shift. Security Supervisor will review the document, request additional information or clarification and approve with their signature. Once approved, the report must be forwarded to the County by the following day.

12.0 GREEN INITIATIVES

- 12.1** Contractor must use reasonable efforts to initiate "green" practices for environmental and energy conservation benefits.
- 12.2** Contractor must notify County's Project Manager of Contractor's new green initiatives prior to the Contract commencement.

13.0 NON-INTERFERENCE

Contractor will not interfere with the public use of the premises and will conduct its operations as to offer the least possible obstruction and inconvenience to the public or disruption to the peace and quiet of the area within which the services are performed.

EXHIBIT A

STATEMENT OF WORK ATTACHMENT

- **SOW Attachment 1** – Contract Discrepancy Report (CDR)
- **SOW Attachment 2** – Service Locations, Hours, and Number of Guards
- **SOW Attachment 3** – Armed Security Guard Services Employee Sign-In/Sign-Out Log

LA COUNTY LIBRARY CONTRACT DISCREPANCY REPORT

Date Submitted to Contractor: _____

TO: (Contractor) **John Doe**
ABC 123, Inc.

FROM:	Jane Smith Contract Services Unit	Phone No.: (562) 940 – 6780 email
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CONTRACT NO.	12345	CONTRACT TITLE:	Armed Security Guard Services – Area 100
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TYPE OF DISCREPANCY:

DISCREPANCY DETAILS:

CONTRACTOR RESPONSE INSTRUCTIONS:

1. Acknowledge the receipt of the Contract Discrepancy Report to the County Contract Project Manager within five (5) business days.
2. Review the discrepancy.
3. Review the Contract reference for compliance.
4. Identify the cause of the problem and determine a corrective action.
5. Respond to the Contract Discrepancy Report in writing by submitting a formal letter of response to the County Contract Project Monitor within ten (10) business days.

COUNTY EVALUATION OF CONTRACTOR RESPONSE:

County will evaluate the response and will reply to the Contractor indicating satisfactory or unsatisfactory completion of the corrective action.

LA COUNTY LIBRARY
Service Locations, Hours, And Number of Guards

AREA 800

Minimum Number of Guard	Library	Street	City	Zip Code	Mon	Tue	Wed	Thu	Fri	Sat	Sun
1	Baldwin Park Library	4181 Baldwin Park Blvd.	Baldwin Park	91706	Closed	12-8	12-8	10-6	10-6	10-6	Closed
1	Charter Oak Library	20540 Arrow Highway, Suite K	Covina	91724	10-8	10-8	10-8	10-8	10-6	10-6	Closed
1	Claremont Helen Renwick Library	208 N. Harvard Ave.	Claremont	91711	Closed	12-8	12-8	10-6	10-6	10-6	Closed
1	Diamond Bar Library	21800 Copley Dr.	Diamond Bar	91765	10-8	10-8	10-8	10-8	10-6	10-6	Closed
1	Duarte Library	1301 Buena Vista Street	Duarte	91010	Closed	12-8	12-8	10-6	10-6	10-6	Closed
1	El Monte Library	3224 Tyler Ave.	El Monte	91731	Closed	12-8	12-8	10-6	10-6	10-6	Closed
1	Hacienda Heights Library	16010 La Monde Street	Hacienda Heights	91745	10-8	10-8	10-8	10-8	10-6	10-6	1-5
1	La Puente Library	15920 East Central Ave.	La Puente	91744	Closed	12-8	12-8	10-6	10-6	10-6	Closed
1	La Verne Library	3640 D. Street	La Verne	91750	Closed	12-8	12-8	10-6	10-6	10-6	Closed
1	Live Oak Library	22 W. Live Oak Ave.	Arcadia	91007	10-8	10-8	10-8	10-8	10-6	10-6	Closed
1	Norwood Library	4550 North Peck Road	El Monte	91732	10-6	12-8	12-8	10-6	10-6	Closed	Closed
1	Rowland Heights Library	1850 Nogales Street	Rowland Heights	91748	10-8	10-8	10-8	10-8	10-6	10-6	1-5
1	San Dimas Library	145 North Walnut Ave.	San Dimas	91773	Closed	12-8	12-8	10-6	10-6	10-6	Closed
1	South El Monte Library	1430 North Central Ave.	South El Monte	91733	Closed	12-8	12-8	10-6	10-6	10-6	Closed
1	Sunkist Library	840 North Puente Ave.	La Puente	91746	10-8	10-8	10-8	10-8	10-6	10-6	Closed
1	Walnut Library	21155 La Puente Road	Walnut	91789	Closed	12-8	12-8	10-6	10-6	10-6	Closed
1	West Covina Library	1601 West Covina Parkway	West Covina	91790	Closed	12-8	12-8	10-6	10-6	10-6	Closed

Total # of Library Facilities 17

LA COUNTY LIBRARY
Service Locations, Hours, And Number of Guards

Facilities Serviced Upon Request Only - Area 800

Library Facilities	Address	City	Zip Code
A C Bilbrew Library	150 E. El Segundo Blvd.	Los Angeles	90061
Acton Agua Dulce Library	33792 Crown Valley Rd.	Acton	93510
Agoura Hills Library	29901 Ladyface Court	Agoura Hills	91301
Alondra Library	11949 Alondra Blvd.	Norwalk	90650
Angelo M. Iacoboni Library	4990 Clark Ave.	Lakewood	90712
Anthony Quinn Library	3965 Cesar E. Chavez Ave.	Los Angeles	90063
Artesia Library	18801 Elaine Ave.	Artesia	90701
Avalon Library	215 Sumner Ave.	Avalon	90704
Bell Gardens Library	7110 S. Garfield Ave.	Bell Gardens	90201
Bell Library	4411 East Gage Ave.	Bell	90201
Carson Library	151 East Carson Street	Carson	90745
Castaic Library	27971 Sloan Canyon Road	Castaic	91384
Chet Holifield Library	1060 South Greenwood Ave.	Montebello	90640
City Terrace Library	4025 East City Terrace Drive	Los Angeles	90063
Clifton M. Brakensiek Library	9945 E. Flower Street	Bellflower	90706
Compton Library	240 West Compton Blvd.	Compton	90220
Cudahy Library	5218 Santa Ana Street	Cudahy	90201
Culver City Julian Dixon Library	4975 Overland Ave.	Culver City	90230
Dr. Martin Luther King, Jr. Library	17906 South Avalon Blvd.	Carson	90746
East Los Angeles Library	4837 East 3rd Street	Los Angeles	90022
East Rancho Dominguez Library	4420 East Rose Street	E. Rancho Dominguez	90221
El Camino Real Library	4264 East Whittier Blvd.	Los Angeles	90023
Florence Library	7807 Compton Ave	Los Angeles	90001
Gardena Mayme Dear Library	1731 West Gardena Blvd.	Gardena	90247
George Nye Jr. Library	6600 Del Amo Blvd.	Lakewood	90713
Graham Library	1900 East Firestone Blvd.	Los Angeles	90001
Hawaiian Gardens Library	11940 Carson Street	Hawaiian Gardens	90716
Hawthorne Library	12700 Grevillea Ave.	Hawthorne	90250
Hermosa Beach Library	550 Pier Ave.	Hermosa Beach	90254
Hollydale Library	12000 Garfield Ave.	South Gate	90280
Huntington Park Library	6518 Miles Ave.	Huntington Park	90255
La Canada Flintridge Library	4545 North Oakwood Ave.	La Canada Flintridge	91011
La Crescenta Library	2809 Foothill Blvd.	La Crescenta	91214
La Mirada Library	13800 La Mirada Blvd.	La Mirada	90638
Lake Los Angeles Library	16921 East Ave. O, #A	Palmdale	93591
Lancaster Library	601 W. Lancaster Blvd.	Lancaster	93534
Lawndale Library	14615 Burin Ave.	Lawndale	90260
Leland R. Weaver Library	4035 Tweedy Blvd.	South Gate	90280
Lennox Library	4359 Lennox Blvd.	Lennox	90304
Library Headquarters	7400 E. Imperial Hwy	Downey	90242
Littlerock Library	35119 80th Street East	Littlerock	93543
Lloyd Taber-Marina Del Rey Library	4533 Admiralty Way	Marina del Rey	90292
Lomita Library	24200 Narbonne Ave.	Lomita	90717
Los Nietos Library	8511 Duchess Drive	Whittier	90606
Lynwood Library	11320 Bullis Road	Lynwood	90262

LA COUNTY LIBRARY
Service Locations, Hours, And Number of Guards

Facilities Serviced Upon Request Only - Area 800

Library Facilities	Address	City	Zip Code
Malibu Library	23519 West Civic Center Way	Malibu	90265
Manhattan Beach Library	1320 Highland Ave.	Manhattan Beach	90266
Masao W. Satow Library	14433 South Crenshaw Blvd.	Gardena	90249
Maywood Cesar Chavez Library	4323 East Slauson Ave.	Maywood	90270
Montebello Library	1550 West Beverly Blvd.	Montebello	90640
North County Regional Office	21182 Centre Pointe Parkway, #130	Santa Clarita	91350
Norwalk Library	12350 Imperial Hwy.	Norwalk	90650
Paramount Library	16254 Colorado Ave.	Paramount	90723
Pico Rivera Library	9001 Mines Ave.	Pico Rivera	90660
Quartz Hill Library	5040 West Ave. M-2	Quartz Hill	93536
Rivera Library	7828 S. Serapis Ave.	Pico Rivera	90660
Rosemead Library	8800 Valley Blvd.	Rosemead	91770
San Fernando Library	217 N. Maclay Ave.	San Fernando	91340
San Gabriel Library	500 South Del Mar Ave.	San Gabriel	91776
Sorensen Library	6934 Broadway Ave.	Whittier	90606
South Whittier Library	11543 Colima Road	Whittier	90604
Stevenson Ranch Library	25950 The Old Rd.	Stevenson Ranch	91381
Temple City Library	5939 Golden West Ave.	Temple City	91780
Topanga Library	122 N. Topanga Canyon Blvd.	Topanga	90290
View Park Bebe Moore Campbell Library	3854 W. 54th Street	Los Angeles	90043
West Hollywood Library	625 N. San Vicente Blvd.	West Hollywood	90069
Westlake Village Library	31220 Oak Crest Dr.	Westlake Village	91361
Willowbrook Library	11737 Wilmington Ave.	Los Angeles	90059
Wiseburn Library	5335 West 135th Street	Hawthorne	90250
Woodcrest Library	1340 West 106th Street	Los Angeles	90044
Hollypark Service Center	2150 W. 120th Street	Hawthorne	90250
Norwalk Government Center	12440 E Imperial Hwy	Downey	90650
Antelope Valley East Bookmobile	North County Regional Office	Santa Clarita	91350
Antelope Valley West Bookmobile	Lancaster Library	Lancaster	93535
East Bookmobile	West Covina Library	West Covina	91790
Gateway Bookmobile	West Covina Library	West Covina	91791

ARMED SECURITY GUARD SERVICES EMPLOYEE SIGN-IN/SIGN-OUT LOG

LIBRARY FACILITY: _____ MONTH/YEAR: _____

Attention: All security contractor employees must sign-in & out upon arrival, lunch, and departure. Please refer to the instruction at the bottom of this form.

Date	Name (First & Last) (Please Print)	Arrival Time \	Lunch		Departure Time	Signature
			Out	In		
		:	:	:	:	
		:	:	:	:	
		:	:	:	:	
		:	:	:	:	
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		:	:	:	:	
		:	:	:	:	

Contractor Employees: ALL employees are to sign in & out (Includes: Armed Security Guard, Armed Security Guard Supervisors, Contractor Project Manager, etc). No unauthorized employee is allowed in the building without prior approval from the LA County Library Contract.

- Library Staff:**
1. Please ensure name of Library and month/year is completed at top of this document
 2. Please email this document to Contract Services Unit at: Contractservices@library.lacounty.gov
(Note: please include Form name and Library name on email subject line)
- (DO NOT MAIL OR FAX THIS DOCUMENT)

PRICING SCHEDULE

PRICING SCHEDULE ARMED SECURITY SERVICES

PAGE 1 OF 1

FACILITY: Baldwin Park Library

STAFFING AND RATES

Position Titles	Number of Employees Assigned	Hours of Service		Hourly Rate
		Hours per Week	Hours per Month	
Supervisor: Armed Supervisor	4	142.0	615.20	\$26.50
Armed Guard: Armed Guard	2	46.25	200.42	\$24.50
Unarmed Guard: Unarmed Guard	0	0	0.00	\$19.50

*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.

COST

In accordance with the Specific Work Requirements of the Statement of Work (SOW) and its frequencies, the Proposer is herewith submitting the following Pricing Schedule for the work to be performed at this facility.

TOTAL SERVICE COST PER YEAR:

\$456,341.00

FLAT DAILY RATE:

Armed Security Guard Flat Daily Rate to be added or deducted to Annual Contactor's Fee when increasing or reducing days of service at this library.

\$595.66 per day (use figures)

FLAT DAILY RATE:

Unarmed Security Guard Flat Daily Rate to be added or deducted to Annual Contactor's Fee when increasing or reducing days of service at this library.

\$490.99 per day (use figures)

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PRICING SCHEDULE ARMED SECURITY SERVICES

PAGE 1 OF 1

FACILITY: Charter Oak Library

STAFFING AND RATES

Position Titles	Number of Employees Assigned	Hours of Service		Hourly Rate
		Hours per Week	Hours per Month	
Supervisor: Armed Supervisor	See Baldwin Park Library	See Baldwin Park Library	See Baldwin Park Library	See Baldwin Park Library
Armed Guard: Armed Guard	2	63.50	275.17	\$24.50
Unarmed Guard: Unarmed Guard	0	0	0.00	\$19.50

*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.

COST

In accordance with the Specific Work Requirements of the Statement of Work (SOW) and its frequencies, the Proposer is herewith submitting the following Pricing Schedule for the work to be performed at this facility.

TOTAL SERVICE COST PER YEAR:

\$127,655.32

FLAT DAILY RATE:

Armed Security Guard Flat Daily Rate to be added or deducted to Annual Contactor's Fee when increasing or reducing days of service at this library.

\$707.36 per day (use figures)

FLAT DAILY RATE:

Unarmed Security Guard Flat Daily Rate to be added or deducted to Annual Contactor's Fee when increasing or reducing days of service at this library.

\$587.60 per day (use figures)

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PRICING SCHEDULE ARMED SECURITY SERVICES

PAGE 1 OF 1

FACILITY: Claremont Helen Renwick Library

STAFFING AND RATES

Position Titles	Number of Employees Assigned	Hours of Service		Hourly Rate
		Hours per Week	Hours per Month	
Supervisor: Armed Supervisor	See Baldwin Park Library	See Baldwin Park Library	See Baldwin Park Library	See Baldwin Park Library
Armed Guard: Armed Guard	1	46.25	200.42	\$24.50
Unarmed Guard: Unarmed Guard	0	0	0.00	\$19.50

*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.

COST

In accordance with the Specific Work Requirements of the Statement of Work (SOW) and its frequencies, the Proposer is herewith submitting the following Pricing Schedule for the work to be performed at this facility.

TOTAL SERVICE COST PER YEAR:

\$92,977.30

FLAT DAILY RATE:

Armed Security Guard Flat Daily Rate to be added or deducted to Annual Contactor's Fee when increasing or reducing days of service at this library.

\$595.66 per day (use figures)

FLAT DAILY RATE:

Unarmed Security Guard Flat Daily Rate to be added or deducted to Annual Contactor's Fee when increasing or reducing days of service at this library.

\$490.99 per day (use figures)

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PRICING SCHEDULE ARMED SECURITY SERVICES

PAGE 1 OF 1

FACILITY: Duarte Library

STAFFING AND RATES

Position Titles	Number of Employees Assigned	Hours of Service		Hourly Rate
		Hours per Week	Hours per Month	
Supervisor: Armed Supervisor	See Baldwin Park Library	See Baldwin Park Library	See Baldwin Park Library	See Baldwin Park Library
Armed Guard: Armed Guard	1	46.25	200.42	\$24.50
Unarmed Guard: Unarmed Guard	0	0	0.00	\$19.50

*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.

COST

In accordance with the Specific Work Requirements of the Statement of Work (SOW) and its frequencies, the Proposer is herewith submitting the following Pricing Schedule for the work to be performed at this facility.

TOTAL SERVICE COST PER YEAR:

\$92,977.30

FLAT DAILY RATE:

Armed Security Guard Flat Daily Rate to be added or deducted to Annual Contactor's Fee when increasing or reducing days of service at this library.

\$595.66 per day (use figures)

FLAT DAILY RATE:

Unarmed Security Guard Flat Daily Rate to be added or deducted to Annual Contactor's Fee when increasing or reducing days of service at this library.

\$490.99 per day (use figures)

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PRICING SCHEDULE ARMED SECURITY SERVICES

PAGE 1 OF 1

FACILITY: El Monte Library

STAFFING AND RATES

Position Titles	Number of Employees Assigned	Hours of Service		Hourly Rate
		Hours per Week	Hours per Month	
Supervisor: Armed Supervisor	See Baldwin Park Library	See Baldwin Park Library	See Baldwin Park Library	See Baldwin Park Library
Armed Guard: Armed Guard	1	46.25	200.42	\$24.50
Unarmed Guard: Unarmed Guard	0	0	0.00	\$19.50

*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.

COST

In accordance with the Specific Work Requirements of the Statement of Work (SOW) and its frequencies, the Proposer is herewith submitting the following Pricing Schedule for the work to be performed at this facility.

TOTAL SERVICE COST PER YEAR:

\$92,977.30

FLAT DAILY RATE:

Armed Security Guard Flat Daily Rate to be added or deducted to Annual Contactor's Fee when increasing or reducing days of service at this library.

\$595.66 per day (use figures)

FLAT DAILY RATE:

Unarmed Security Guard Flat Daily Rate to be added or deducted to Annual Contactor's Fee when increasing or reducing days of service at this library.

\$490.99 per day (use figures)

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PRICING SCHEDULE ARMED SECURITY SERVICES

PAGE 1 OF 1

FACILITY: Hacienda Heights Library

STAFFING AND RATES

Position Titles	Number of Employees Assigned	Hours of Service		Hourly Rate
		Hours per Week	Hours per Month	
Supervisor: Armed Supervisor	See Baldwin Park Library	See Baldwin Park Library	See Baldwin Park Library	See Baldwin Park Library
Armed Guard: Armed Guard	2	68.75	297.92	\$24.50
Unarmed Guard: Unarmed Guard	0	0	0.00	\$19.50

*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.

COST

In accordance with the Specific Work Requirements of the Statement of Work (SOW) and its frequencies, the Proposer is herewith submitting the following Pricing Schedule for the work to be performed at this facility.

TOTAL SERVICE COST PER YEAR:

\$138,209.50

FLAT DAILY RATE:

Armed Security Guard Flat Daily Rate to be added or deducted to Annual Contactor's Fee when increasing or reducing days of service at this library.

\$680.41 per day (use figures)

FLAT DAILY RATE:

Unarmed Security Guard Flat Daily Rate to be added or deducted to Annual Contactor's Fee when increasing or reducing days of service at this library.

\$569.27 per day (use figures)

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PRICING SCHEDULE ARMED SECURITY SERVICES

PAGE 1 OF 1

FACILITY: La Puente Library

STAFFING AND RATES

Position Titles	Number of Employees Assigned	Hours of Service		Hourly Rate
		Hours per Week	Hours per Month	
Supervisor: Armed Supervisor	See Baldwin Park Library	See Baldwin Park Library	See Baldwin Park Library	See Baldwin Park Library
Armed Guard: Armed Guard	1	46.25	200.42	\$24.50
Unarmed Guard: Unarmed Guard	0	0	0.00	\$19.50

*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.

COST

In accordance with the Specific Work Requirements of the Statement of Work (SOW) and its frequencies, the Proposer is herewith submitting the following Pricing Schedule for the work to be performed at this facility.

TOTAL SERVICE COST PER YEAR:

\$92,977.30

FLAT DAILY RATE:

Armed Security Guard Flat Daily Rate to be added or deducted to Annual Contactor's Fee when increasing or reducing days of service at this library.

\$595.66 per day (use figures)

FLAT DAILY RATE:

Unarmed Security Guard Flat Daily Rate to be added or deducted to Annual Contactor's Fee when increasing or reducing days of service at this library.

\$490.99 per day (use figures)

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PRICING SCHEDULE ARMED SECURITY SERVICES

PAGE 1 OF 1

FACILITY: La Verne Library

STAFFING AND RATES

Position Titles	Number of Employees Assigned	Hours of Service		Hourly Rate
		Hours per Week	Hours per Month	
Supervisor: Armed Supervisor	See Baldwin Park Library	See Baldwin Park Library	See Baldwin Park Library	See Baldwin Park Library
Armed Guard: Armed Guard	1	46.25	200.42	\$24.50
Unarmed Guard: Unarmed Guard	0	0	0.00	\$19.50

*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.

COST

In accordance with the Specific Work Requirements of the Statement of Work (SOW) and its frequencies, the Proposer is herewith submitting the following Pricing Schedule for the work to be performed at this facility.

TOTAL SERVICE COST PER YEAR:

\$92,977.30

FLAT DAILY RATE:

Armed Security Guard Flat Daily Rate to be added or deducted to Annual Contactor's Fee when increasing or reducing days of service at this library.

\$595.66 per day (use figures)

FLAT DAILY RATE:

Unarmed Security Guard Flat Daily Rate to be added or deducted to Annual Contactor's Fee when increasing or reducing days of service at this library.

\$490.99 per day (use figures)

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PRICING SCHEDULE ARMED SECURITY SERVICES

PAGE 1 OF 1

FACILITY: Live Oak Library

STAFFING AND RATES

Position Titles	Number of Employees Assigned	Hours of Service		Hourly Rate
		Hours per Week	Hours per Month	
Supervisor: Armed Supervisor	See Baldwin Park Library	See Baldwin Park Library	See Baldwin Park Library	See Baldwin Park Library
Armed Guard: Armed Guard	2	63.50	275.17	\$24.50
Unarmed Guard: Unarmed Guard	0	0	0.00	\$19.50

*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.

COST

In accordance with the Specific Work Requirements of the Statement of Work (SOW) and its frequencies, the Proposer is herewith submitting the following Pricing Schedule for the work to be performed at this facility.

TOTAL SERVICE COST PER YEAR:

\$127,655.32

FLAT DAILY RATE:

Armed Security Guard Flat Daily Rate to be added or deducted to Annual Contactor's Fee when increasing or reducing days of service at this library.

\$707.36 per day (use figures)

FLAT DAILY RATE:

Unarmed Security Guard Flat Daily Rate to be added or deducted to Annual Contactor's Fee when increasing or reducing days of service at this library.

\$587.60 per day (use figures)

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PRICING SCHEDULE ARMED SECURITY SERVICES

PAGE 1 OF 1

FACILITY: Norwood Library

STAFFING AND RATES

Position Titles	Number of Employees Assigned	Hours of Service		Hourly Rate
		Hours per Week	Hours per Month	
Supervisor: Armed Supervisor	See Baldwin Park Library	See Baldwin Park Library	See Baldwin Park Library	See Baldwin Park Library
Armed Guard: Armed Guard	2	55.50	240.50	\$24.50
Unarmed Guard: Unarmed Guard	0	0	0.00	\$19.50

*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.

COST

In accordance with the Specific Work Requirements of the Statement of Work (SOW) and its frequencies, the Proposer is herewith submitting the following Pricing Schedule for the work to be performed at this facility.

TOTAL SERVICE COST PER YEAR:

\$111,572.76

FLAT DAILY RATE:

Armed Security Guard Flat Daily Rate to be added or deducted to Annual Contactor's Fee when increasing or reducing days of service at this library.

\$618.24 per day (use figures)

FLAT DAILY RATE:

Unarmed Security Guard Flat Daily Rate to be added or deducted to Annual Contactor's Fee when increasing or reducing days of service at this library.

\$513.57 per day (use figures)

By submission of this Proposal, Proposer certifies that the prices quoted herein have been arrived at independently without consultation, communication, or agreement with any other Proposer or competitor for the purpose of restricting competition.

PRICING SCHEDULE ARMED SECURITY SERVICES

PAGE 1 OF 1

FACILITY: Rowland Heights Library

STAFFING AND RATES

Position Titles	Number of Employees Assigned	Hours of Service		Hourly Rate
		Hours per Week	Hours per Month	
Supervisor: Armed Supervisor	See Baldwin Park Library	See Baldwin Park Library	See Baldwin Park Library	See Baldwin Park Library
Armed Guard: Armed Guard	2	68.75	297.92	\$24.50
Unarmed Guard: Unarmed Guard	0	0	0.00	\$19.50

*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.

COST

In accordance with the Specific Work Requirements of the Statement of Work (SOW) and its frequencies, the Proposer is herewith submitting the following Pricing Schedule for the work to be performed at this facility.

TOTAL SERVICE COST PER YEAR:

\$138,209.50

FLAT DAILY RATE:

Armed Security Guard Flat Daily Rate to be added or deducted to Annual Contactor's Fee when increasing or reducing days of service at this library.

\$680.41 per day (use figures)

FLAT DAILY RATE:

Unarmed Security Guard Flat Daily Rate to be added or deducted to Annual Contactor's Fee when increasing or reducing days of service at this library.

\$569.27 per day (use figures)

By submission of this Proposal, Proposer certifies that the prices quoted herein have been arrived at independently without consultation, communication, or agreement with any other Proposer or competitor for the purpose of restricting competition.

PRICING SCHEDULE ARMED SECURITY SERVICES

PAGE 1 OF 1

FACILITY: San Dimas Library

STAFFING AND RATES

Position Titles	Number of Employees Assigned	Hours of Service		Hourly Rate
		Hours per Week	Hours per Month	
Supervisor: Armed Supervisor	See Baldwin Park Library	See Baldwin Park Library	See Baldwin Park Library	See Baldwin Park Library
Armed Guard: Armed Guard	1	46.25	200.42	\$24.50
Unarmed Guard: Unarmed Guard	0	0	0.00	\$19.50

*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.

COST

In accordance with the Specific Work Requirements of the Statement of Work (SOW) and its frequencies, the Proposer is herewith submitting the following Pricing Schedule for the work to be performed at this facility.

TOTAL SERVICE COST PER YEAR:

\$92,977.30

FLAT DAILY RATE:

Armed Security Guard Flat Daily Rate to be added or deducted to Annual Contactor's Fee when increasing or reducing days of service at this library.

\$595.66 per day (use figures)

FLAT DAILY RATE:

Unarmed Security Guard Flat Daily Rate to be added or deducted to Annual Contactor's Fee when increasing or reducing days of service at this library.

\$490.99 per day (use figures)

By submission of this Proposal, Proposer certifies that the prices quoted herein have been arrived at independently without consultation, communication, or agreement with any other Proposer or competitor for the purpose of restricting competition.

PRICING SCHEDULE ARMED SECURITY SERVICES

PAGE 1 OF 1

FACILITY: South El Monte Library

STAFFING AND RATES

Position Titles	Number of Employees Assigned	Hours of Service		Hourly Rate
		Hours per Week	Hours per Month	
Supervisor: Armed Supervisor	See Baldwin Park Library	See Baldwin Park Library	See Baldwin Park Library	See Baldwin Park Library
Armed Guard: Armed Guard	1	46.25	200.42	\$24.50
Unarmed Guard: Unarmed Guard	0	0	0.00	\$19.50

*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.

COST

In accordance with the Specific Work Requirements of the Statement of Work (SOW) and its frequencies, the Proposer is herewith submitting the following Pricing Schedule for the work to be performed at this facility.

TOTAL SERVICE COST PER YEAR:

\$92,977.30

FLAT DAILY RATE:

Armed Security Guard Flat Daily Rate to be added or deducted to Annual Contactor's Fee when increasing or reducing days of service at this library.

\$595.66 per day (use figures)

FLAT DAILY RATE:

Unarmed Security Guard Flat Daily Rate to be added or deducted to Annual Contactor's Fee when increasing or reducing days of service at this library.

\$490.99 per day (use figures)

By submission of this Proposal, Proposer certifies that the prices quoted herein have been arrived at independently without consultation, communication, or agreement with any other Proposer or competitor for the purpose of restricting competition.

PRICING SCHEDULE ARMED SECURITY SERVICES

PAGE 1 OF 1

FACILITY: Sunkist Library

STAFFING AND RATES

Position Titles	Number of Employees Assigned	Hours of Service		Hourly Rate
		Hours per Week	Hours per Month	
Supervisor: Armed Supervisor	See Baldwin Park Library	See Baldwin Park Library	See Baldwin Park Library	See Baldwin Park Library
Armed Guard: Armed Guard	2	63.50	275.17	\$24.50
Unarmed Guard: Unarmed Guard	0	0	0.00	\$19.50

*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.

COST

In accordance with the Specific Work Requirements of the Statement of Work (SOW) and its frequencies, the Proposer is herewith submitting the following Pricing Schedule for the work to be performed at this facility.

TOTAL SERVICE COST PER YEAR:

\$127,655.32

FLAT DAILY RATE:

Armed Security Guard Flat Daily Rate to be added or deducted to Annual Contactor's Fee when increasing or reducing days of service at this library.

\$707.36 per day (use figures)

FLAT DAILY RATE:

Unarmed Security Guard Flat Daily Rate to be added or deducted to Annual Contactor's Fee when increasing or reducing days of service at this library.

\$587.60 per day (use figures)

By submission of this Proposal, Proposer certifies that the prices quoted herein have been arrived at independently without consultation, communication, or agreement with any other Proposer or competitor for the purpose of restricting competition.

PRICING SCHEDULE ARMED SECURITY SERVICES

PAGE 1 OF 1

FACILITY: Walnut Library

STAFFING AND RATES

Position Titles	Number of Employees Assigned	Hours of Service		Hourly Rate
		Hours per Week	Hours per Month	
Supervisor: Armed Supervisor	See Baldwin Park Library	See Baldwin Park Library	See Baldwin Park Library	See Baldwin Park Library
Armed Guard: Armed Guard	1	46.25	200.42	\$24.50
Unarmed Guard: Unarmed Guard	0	0	0.00	\$19.50

*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.

COST

In accordance with the Specific Work Requirements of the Statement of Work (SOW) and its frequencies, the Proposer is herewith submitting the following Pricing Schedule for the work to be performed at this facility.

TOTAL SERVICE COST PER YEAR:

\$92,977.30

FLAT DAILY RATE:

Armed Security Guard Flat Daily Rate to be added or deducted to Annual Contactor's Fee when increasing or reducing days of service at this library.

\$595.66 per day (use figures)

FLAT DAILY RATE:

Unarmed Security Guard Flat Daily Rate to be added or deducted to Annual Contactor's Fee when increasing or reducing days of service at this library.

\$490.99 per day (use figures)

By submission of this Proposal, Proposer certifies that the prices quoted herein have been arrived at independently without consultation, communication, or agreement with any other Proposer or competitor for the purpose of restricting competition.

CONTRACTOR'S PROPOSED SCHEDULE

CONTRACTOR'S PROPOSED SCHEDULE

Page 1 of 2

HONORABLE BOARD OF SUPERVISORS
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

The undersigned offers to provide all services and supplies necessary for armed security guard services at the LA County Library Armed Security Guard Services – **Area 800** as identified in the attached specifications.

Said work will be done for the period prescribed and, in the manner, set forth in said specifications and compensation therefore will be computed under the formula provided therein based upon the hereinafter proposal price. I agree that if my proposal is accepted by the County, I will commence LA County Library armed security guard services on 15 days' notice.

I agree to provide the specified services at LA County Library in accordance with the attached specifications for the following submitted compensation which will apply to weekday, weekend, holiday, overtime, and extra personnel coverage.

STANDARD SERVICE PROPOSALS

MONTHLY CONTRACTOR FEE FOR AREA 800:

\$ 164,259.76 per month (use figures)

ANNUAL CONTRACTOR FEE FOR AREA 800:

\$ 1,971,117.12 per year (use figures)

For total annual cost of each individual library facility within this Area, See Exhibit B – Pricing Schedule.

EMPLOYEE RATES FOR AREA 800:Armed Security Guard Supervisors: Minimum Hourly Wage: \$26.50Armed Security Guards: Minimum Hourly Wage: \$24.50

Other (____): Minimum Hourly Wage: _____

“ADDITIONAL/SPECIALTY AS-NEEDED SERVICES” RATES: See *Exhibit B – Pricing Schedule* of each facility (Library).

By submission of this Proposal, Proposer certifies that the prices quoted herein have been arrived at independently without consultation, communication, or agreement with any other Proposer or competitor for the purpose of restricting competition.

Respectfully submitted,

By: Neil MartauChief Administrative Officer
Title9/21/2023
DateInter-Con Security Systems, Inc.
Firm or Corporation Name

List name(s) of all joint venturers, partners, subcontractors or others having any right or interest in this contract or the proceeds thereof.

By submission of this Proposal, Proposer certifies that the prices quoted herein have been arrived at independently without consultation, communication, or agreement with any other Proposer or competitor for the purpose of restricting competition.

COUNTY'S ADMINISTRATION

COUNTY'S ADMINISTRATION**COUNTY'S PROJECT DIRECTOR:**

Name: Elsa Munoz
Title: Head, Support Services
Address: 7400 E. Imperial Hwy.
Downey, CA 90242
Telephone: 562-940-8485
Facsimile: N/A
E-mail Address: emunoz@library.lacounty.gov

COUNTY'S PROJECT MANAGER:

Name: Gilbert A. Garcia
Title: Contract Services Manager
Address: 7400 E. Imperial Hwy.
Downey, CA 90242
Telephone: 562-459-6780
Facsimile: N/A
E-mail Address: ggarcia@library.lacounty.gov

COUNTY'S CONTRACT PROJECT MONITORS/ANALYST:

Name: Leticia Isunza
Title: Contract Analyst
Telephone: (562) 459-6770
E-mail Address: lisunza@library.lacounty.gov

Name: Shannon Giddings
Title: Contract Analyst
Telephone: (562) 459-6783
E-mail Address: sgiddings@library.lacounty.gov

Address: 7400 E. Imperial Hwy.
Downey, CA 90242

CONTRACTOR'S ADMINISTRATION

CONTRACTOR'S ADMINISTRATION

CONTRACTOR'S NAME

CONTRACTOR'S PROJECT MANAGER:

Name: _____
Title: _____
Address: _____

Telephone: _____
Facsimile: _____
E-mail Address: _____

CONTRACTOR'S AUTHORIZED OFFICIAL(S):

Name: _____
Title: _____
Address: _____

Telephone: _____
Facsimile: _____
E-mail Address: _____

Name: _____
Title: _____
Address: _____

Telephone: _____
Facsimile: _____
E-mail Address: _____

NOTICES TO CONTRACTOR:

Name: _____
Title: _____
Address: _____

Telephone: _____
Facsimile: _____
E-mail Address: _____

CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENTCONTRACTOR NAME Inter-Con Security Systems, Inc.Contract No. GENERAL INFORMATION:

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

CONTRACTOR ACKNOWLEDGEMENT:

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

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

CONFIDENTIALITY AGREEMENT:

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

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

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

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

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

SIGNATURE:

Robert S. Ray
2025.01.02 15:41:17 -08'00'

DATE: 01 / 02 / 25PRINTED NAME: Robert S. RayPOSITION: General Counsel

SAFELY SURRENDERED BABY LAW

THERE'S A BETTER CHOICE. SAFELY SURRENDER YOUR BABY.

Any fire station. Any hospital. Any time.



1.877.222.9723

BabySafeLA.org

No shame | No blame | No names



Some parents of newborns can find themselves in difficult circumstances. Sadly, babies are sometimes harmed or abandoned by parents who feel that they're not ready or able to raise a child. Many of these mothers or fathers are afraid and don't know where to turn for help.

This is why California has a Safely Surrendered Baby Law, which gives parents the choice to legally leave their baby at any hospital or fire station in Los Angeles County.

**FIVE THINGS YOU
NEED TO KNOW ABOUT
BABY SAFE SURRENDER**

- 1** Your newborn can be surrendered at any hospital or fire station in Los Angeles County up to 72 hours after birth.
- 2** You must leave your newborn with a fire station or hospital employee.
- 3** You don't have to provide your name.
- 4** You will only be asked to voluntarily provide a medical history.
- 5** You have 14 days to change your mind; a matching bracelet (parent) and anklet (baby) are provided to assist you if you change your mind.

No shame | No blame | No names



**ABOUT THE BABY
SAFE SURRENDER PROGRAM**

In 2002, a task force was created under the guidance of the Children's Planning Council to address newborn abandonment and to develop a strategic plan to prevent this tragedy.

Los Angeles County has worked hard to ensure that the Safely Surrendered Baby Law prevents babies from being abandoned. We're happy to report that this law is doing exactly what it was designed to do: save the lives of innocent babies. Visit BabySafeLA.org to learn more.

No shame | No blame | No names

**ANY FIRE STATION.
ANY HOSPITAL.
ANY TIME.**

**1.877.222.9723
BabySafeLA.org**

**THERE'S A
BETTER CHOICE.
SAFELY SURRENDER
YOUR BABY.**



No shame | No blame | No names





FROM SURRENDER TO ADOPTION: ONE BABY'S STORY

Los Angeles County firefighter Ted and his wife Becki were already parents to two boys. But when they got the call asking if they would be willing to care for a premature baby girl who'd been safely surrendered at a local hospital, they didn't hesitate.

Baby Jenna was tiny, but Ted and Becki felt lucky to be able to take her home. "We had always wanted to adopt," Ted says, "but taking

home a vulnerable safely surrendered baby was even better. She had no one, but now she had us. And, more importantly, we had her."

Baby Jenna has filled the longing Ted and Becki had for a daughter—and a sister for their boys. Because her birth parent safely surrendered her when she was born, Jenna is a thriving young girl growing up in a stable and loving family.

ANSWERS TO YOUR QUESTIONS

Who is legally allowed to surrender the baby?

Anyone with lawful custody can drop off a newborn within the first 72 hours of birth.

Do you need to call ahead before surrendering a baby?

No. A newborn can be surrendered anytime, 24 hours a day, 7 days a week, as long as the parent or guardian surrenders the child to an employee of the hospital or fire station.

What information needs to be provided?

The surrendering adult will be asked to fill out a medical history form, which is useful in caring for the child. The form can be returned later and includes a stamped return envelope. No names are required.

What happens to the baby?

After a complete medical exam, the baby will be released and placed in a safe and loving home, and the adoption process will begin.

What happens to the parent or surrendering adult?

Nothing. They may leave at any time after surrendering the baby.

How can a parent get a baby back?

Parents who change their minds can begin the process of reclaiming their baby within 14 days by calling the Los Angeles County Department of Children and Family Services at (800) 540-4000.

If you're unsure of what to do:

You can call the hotline 24 hours a day, 7 days a week and anonymously speak with a counselor about your options or have your questions answered.

1.877.222.9723 or BabySafeLA.org

English, Spanish and 140 other languages spoken.

PAYROLL STATEMENT OF COMPLIANCE

**COUNTY OF LOS ANGELES
LIVING WAGE PROGRAM**

PAYROLL STATEMENT OF COMPLIANCE

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

Do hereby state:

That I pay or supervise the payment of the persons employed by (Contractor/Subcontractor) on the _____ (contract) that during the payroll period commencing on the _____ (day) of _____ (Month and Year) and ending the _____ (day) of _____ (Month and Year), all persons employed on said work site have been paid the full weekly wages earned, that no rebates have been or will be made, either directly or indirectly, to or on behalf of _____ (Contractor/Subcontractor) from the full weekly wages earned by any person, and that no deductions have been made either directly or indirectly, from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 CFR Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 357; 40 U.S.C. 276c), and described below:

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

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

Print Name and Title

Owner or Company Representative Signature:

Date:

THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. IN ADDITION, THE CONTRACTOR OR SUBCONTRACTOR MAY BE SUSPENDED AND PRECLUDED FROM BIDDING ON OR PARTICIPATING IN ANY COUNTY CONTRACT OR PROJECT FOR A PERIOD CONSISTENT WITH THE SERIOUSNESS OF THE VIOLATION.

ARMED SECURITY GUARD COST BY FACILITITES

**LA COUNTY LIBRARY
ARMED SECURITY GUARD SERVICES – AREA 800**

ARMED SECURITY GUARD COST BY FACILITIES

Library Facilities	Armed Security Guard Services	Flat Daily Rate (Armed Guard)	Monthly Contractor Fee	Annual Contractor Fee
Baldwin Park Library	YES	\$595.66	\$38,028.42	\$456,341.00
Charter Oak Library	YES	\$707.36	\$10,637.94	\$127,655.32
Claremont Helen Renwick Library	YES	\$595.66	\$7,748.11	\$92,977.30
Duarte Library	YES	\$595.66	\$7,748.11	\$92,977.30
El Monte Library	YES	\$595.66	\$7,748.11	\$92,977.30
Hacienda Heights Library	YES	\$680.41	\$11,517.46	\$138,209.50
La Puente Library	YES	\$595.66	\$7,748.11	\$92,977.30
La Verne Library	YES	\$595.66	\$7,748.11	\$92,977.30
Live Oak Library	YES	\$707.36	\$10,637.94	\$127,655.32
Norwood Library	YES	\$618.24	\$9,297.73	\$111,572.76
Rowland Heights Library	YES	\$680.41	\$11,517.46	\$138,209.50
San Dimas Library	YES	\$595.66	\$7,748.11	\$92,977.30
South El Monte Library	YES	\$595.66	\$7,748.11	\$92,977.30
Sunkist Library	YES	\$707.36	\$10,637.94	\$127,655.32
Walnut Library	YES	\$595.66	\$7,748.11	\$92,977.30
West Covina Library				TBD \$0.00
Diamond Bar Library				TBD \$0.00
Total			\$164,259.76	\$1,971,117.12

LA COUNTY LIBRARY
ARMED SECURITY SERVICES
CONTRACT COSTS

Contract	Annual Contract Sum	Aggregate Contract Sum	Cost Savings
Area 100	\$ 2,177,727.89	\$ 11,977,503.41	42%
Area 300	\$ 2,414,449.26	\$ 13,279,470.91	41%
Area 500	\$ 2,931,444.86	\$ 16,122,946.71	39%
Area 600	\$ 2,270,985.01	\$ 12,490,417.57	40%
Area 800	\$ 2,168,228.83	\$ 11,925,258.58	41%
Total	\$ 11,962,835.85	\$ 65,795,597.19	