



**GUILLERMO VIERA ROSA**  
Chief Probation Officer

## **COUNTY OF LOS ANGELES PROBATION DEPARTMENT**

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



June 09, 2026

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

Dear Supervisors:

### **APPROVAL OF A CONTRACT WITH INTER-CON SECURITY SYSTEMS, INC. TO PROVIDE SECURITY GUARD SERVICES FOR THE COUNTY OF LOS ANGELES PROBATION DEPARTMENT**

**(ALL SUPERVISORIAL DISTRICTS) (3 VOTES)**

#### **SUBJECT**

The County of Los Angeles Probation Department (Probation) requests approval of the attached contract with Inter-Con Security Systems, Inc., to provide security guard services at various Probation facilities.

#### **IT IS RECOMMENDED THAT THE BOARD:**

Find that security guard services provided under the recommended contract will be performed more economically by Inter-Con Security Systems, Inc. than by County employees.

2. Delegate authority to the Chief Probation Officer, or his designee, to execute a contract substantially similar to the attached contract (Attachment) between Probation and Inter-Con Security Systems, Inc., to provide security guard services for an estimated annual amount of \$9,115,000, commencing August 1, 2026 through July 31, 2027, upon approval as to form by County Counsel.
3. Delegate authority to the Chief Probation Officer or his designee to prepare and execute contract amendments to extend the contract term for up to six (6) additional one (1) year periods and six (6) additional month-to-month periods, subject to the availability of funding.
4. Delegate authority to the Chief Probation Officer or his designee to prepare and execute

amendments to the contract for any decrease or increase of the contract rates, not to exceed twenty-five percent (25%), upon approval as to form by County Counsel and subject to the availability of funding.

5. Delegate authority to the Chief Probation Officer or his designee to approve; 1) non-material, technical, and administrative changes to the contract, 2) necessary changes to the scope of services and/or the contract sum, and if necessary, 3) termination of, in whole or in part, the contract with Inter-Con Security Systems, Inc.

### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

The purpose of the recommended actions is to obtain approval of the attached contract (Attachment) with Inter-Con Security Systems, Inc., to provide security guard services. Approval of this contract will enable Probation to provide security guard services at various locations to enhance safety and reduce operational risk; ensure the safety of Probation youth, their families, County employees, and members of the public who enter Probation facilities; and support the broader mission of rehabilitation and community protection.

### **Implementation of Strategic Plan Goals**

The recommended actions are consistent with the County of Los Angeles Strategic Plan, North Star 2: Foster Vibrant and Resilient Communities, Focus Area Goal C, Public Safety, Strategy i, Prevention, Protection & Security.

### **FISCAL IMPACT/FINANCING**

The estimated annual cost is \$9,115,000 from August 1, 2026 through July 31, 2027, and is fully funded in Probation's operating budget via net County cost and 2011 Realignment Juvenile Probation Activities Growth Funding. Funding for option terms, up to an additional six (6) years and six (6) months, is subject to funding availability and will be considered as part of the normal budget process.

### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

The term of the contract shall be effective upon execution by the Chief Probation Officer or his designee for a one (1) year term with the option to extend for six (6) additional one (1) year periods and six (6) additional month-to-month periods. The contract provides for armed and unarmed security services at various Probation facilities.

The recommended contract is authorized by the Los Angeles County Charter 44.7 and Los Angeles County Code Chapter 2.121 (Proposition A). Probation has complied with all requirements for contracting with private businesses under Los Angeles County Code Chapter 2.121. All requirements of Los Angeles County Code Section 2.121.380 have been met.

The County's Auditor-Controller has reviewed Probation's cost comparison for these services and concurs that contracting with a private entity is more cost effective than using County employees to perform the same service.

The recommended contract contains the Board's required contract provisions including those

pertaining to consideration of qualified county employees targeted for layoffs, as well as qualified Greater Avenues for Independence/ Skills and Training to Achieve Readiness for Tomorrow participants for employment openings, compliance with the Jury Services Ordinance and the Safely Surrendered Baby Law. This contract is subject to the Living Wage Program (Los Angeles County Code, Chapter, 2.201). Probation accepted two revisions to the County's required provisions during negotiations, which can be found in Paragraph 8.24.2 (Evidence of Coverage and Notice to County), Subparagraph 8.24.2.2 and in Paragraph 8.26 (Liquidated Damages), Subparagraph 8.26.1.

County Counsel has reviewed and approved the attached contract (Attachment) as to form.

### **CONTRACTING PROCESS**

A comprehensive Request for Proposals (RFP) process was conducted. Probation released an RFP for security guard services on January 30, 2025. As part of the competitive solicitation process, thirty-eight (38) letters were sent to service providers, and advertisements were run in the Los Angeles Times, Lynwood Journal, and Nuestra Comunidad. The solicitation information, along with the RFP, was also made available through the Internet on the County of Los Angeles Internal Services Department and Probation Department websites. As a result of the solicitation process, forty-seven (47) potential providers registered for the Virtual Mandatory Proposers' Conference and thirty-eight (38) of those potential providers attended the Virtual Mandatory Proposers' Conference.

Seventeen (17) proposals were received and evaluated using the initial screening "pass/fail" process which was consistent with the Selection Process and Evaluation Criteria set forth in the RFP. Twelve (12) proposals did not pass the initial screening and, for this reason, did not proceed to the final evaluation process.

An evaluation committee was formed to evaluate the five (5) proposals that passed the initial screening process; 1) Allied Universal Security Services, 2) Atlas Protection Solutions, 3) Condor Security of America, Inc., 4) Global Force Security, Inc., and 5) Inter-Con Security Systems, Inc. Financial subject-matter experts assessed the proposers' respective financial viability to perform the work. The winning proposer, Inter-

Con Security Systems, Inc., was rated as being the most responsive to the RFP and is therefore being recommended for contract award. There are no protests pending.

### **IMPACT ON CURRENT SERVICES (OR PROJECTS)**

Approval of the recommended actions will enable Probation to provide security guard services at various Probation facilities.

The Honorable Board of Supervisors

6/9/2026

Page 4

Respectfully submitted,

A handwritten signature in blue ink, appearing to read "Guillermo Viera Rosa".

GUILLERMO VIERA ROSA

Chief Probation Officer

AG:TH:YT:jl

Enclosures

c: Executive Officer  
Chief Executive Office  
County Counsel



**CONTRACT**

**BY AND BETWEEN**

**COUNTY OF LOS ANGELES**

**AND**

**INTER-CON SECURITY SYSTEMS, INC.**

**FOR**

**SECURITY GUARD SERVICES**

**CONTRACT NO.**

**640-26-013**

**AUGUST 1, 2026 – JULY 31, 2027**

**CONTRACT PROVISIONS  
TABLE OF CONTENTS**

<u>PARAGRAPH</u>	<u>TITLE</u>	<u>PAGE</u>
<b>RECITALS</b>		<b>1</b>
<b>1</b>	<b>APPLICABLE DOCUMENTS</b>	<b>2</b>
<b>2</b>	<b>DEFINITIONS</b>	<b>3</b>
2.1	Standard Definitions:	3
<b>3</b>	<b>WORK</b>	<b>4</b>
<b>4</b>	<b>TERM OF CONTRACT</b>	<b>5</b>
<b>5</b>	<b>CONTRACT SUM</b>	<b>5</b>
5.1	Total Contract Sum	5
5.2	Written Approval for Reimbursement	6
5.3	Notification of 75% of Total Contract Sum	6
5.4	No Payment for Services Provided Following Expiration - Termination of Contract	6
5.5	Invoices and Payments	6
5.6	Unresolved Disallowed Costs	8
5.7	Intentionally Omitted	9
5.8	Default Method of Payment: Direct Deposit or Electronic Funds Transfer	9
<b>6</b>	<b>ADMINISTRATION OF CONTRACT – COUNTY</b>	<b>10</b>
6.1	County Administration	10
6.2	County’s Contract Manager	10
6.3	County’s Program Manager	10
6.4	County’s Contract Monitor	11
<b>7</b>	<b>ADMINISTRATION OF CONTRACT – CONTRACTOR</b>	<b>11</b>
7.1	Contractor Administration	11
7.2	Contractor’s Staff	11
7.3	Approval of Contractor’s Staff	11
7.4	Contractor’s Staff Identification	11
7.5	Background and Security Investigations	11
7.6	Confidentiality	12

<b>8</b>	<b>STANDARD TERMS AND CONDITIONS .....</b>	<b>14</b>
8.1	Amendments.....	14
8.2	Assignment and Delegation/Mergers or Acquisitions.....	15
8.3	Authorization Warranty .....	16
8.4	Budget Reductions .....	16
8.5	Complaints.....	16
8.6	Compliance with Applicable Law .....	17
8.7	Compliance with Civil Rights Laws .....	18
8.8	Compliance with the County’s Jury Service Program .....	18
8.9	Conflict of Interest.....	20
8.10	Consideration of Hiring County Employees Targeted for Layoff or are on a County Re-Employment List .....	21
8.11	Consideration of Hiring GAIN-START Participants .....	21
8.12	Contractor Responsibility and Debarment .....	21
8.13	Contractor’s Acknowledgement of County’s Commitment to Safely Surrendered Baby Law .....	24
8.14	Contractor’s Warranty of Adherence to County’s Child Support Compliance Program.....	24
8.15	County’s Quality Assurance Plan.....	25
8.16	Damage to County Facilities, Buildings or Grounds.....	25
8.17	Employment Eligibility Verification .....	25
8.18	Counterparts and Electronic Signatures Representations.....	26
8.19	Fair Labor Standards .....	26
8.20	Force Majeure.....	26
8.21	Governing Law, Jurisdiction, and Venue.....	27
8.22	Independent Contractor Status .....	27
8.23	Indemnification.....	28
8.24	General Provisions for all Insurance Coverage.....	28
8.25	Insurance Coverage .....	33
8.26	Liquidated Damages .....	35
8.27	Most Favored Public Entity .....	36
8.28	Nondiscrimination and Affirmative Action.....	36
8.29	Non-Exclusivity .....	38

8.30	Notice of Delays.....	38
8.31	Notice of Disputes.....	38
8.32	Notice to Employees Regarding the Federal Earned Income Credit.....	38
8.33	Notice to Employees Regarding the Safely Surrendered Baby Law .....	38
8.34	Notices.....	39
8.35	Prohibition Against Inducement or Persuasion .....	39
8.36	Public Records Act .....	39
8.37	Publicity .....	40
8.38	Record Retention and Inspection-Audit Settlement .....	40
8.39	Recycled Bond Paper .....	42
8.40	Subcontracting.....	42
8.41	Termination for Breach of Warranty to Maintain Compliance with County's Child Support Compliance Program .....	44
8.42	Termination for Convenience.....	44
8.43	Termination for Default .....	45
8.44	Termination for Improper Consideration .....	46
8.45	Termination for Insolvency.....	47
8.46	Termination for Non-Adherence of County Lobbyist Ordinance.....	47
8.47	Termination for Non-Appropriation of Funds.....	47
8.48	Validity .....	48
8.49	Waiver.....	48
8.50	Warranty Against Contingent Fees .....	48
8.51	Warranty of Compliance with County's Defaulted Property Tax Reduction Program .....	48
8.52	Termination for Breach of Warranty to Maintain Compliance with County's Defaulted Property Tax Reduction Program .....	49
8.53	Time Off for Voting.....	49
8.54	Compliance with County's Zero Tolerance Policy on Human Trafficking ....	49
8.55	Intentionally Omitted .....	50
8.56	Compliance with Fair Chance Employment Hiring Practices.....	50
8.57	Compliance with the County Policy of Equity.....	50
8.58	Prohibition from Participation in Future Solicitation(s).....	50
8.59	Injury and Illness Prevention Program .....	51

8.60	Campaign Contribution Prohibition Following Final Decision in Contract Proceeding.....	51
<b>9</b>	<b>UNIQUE TERMS AND CONDITIONS .....</b>	<b>51</b>
9.1	Compliance with the County's Living Wage Program .....	51
9.2	Intentionally Omitted .....	59
9.3	Intentionally Omitted .....	59
9.4	Intentionally Omitted .....	59
9.5	Intentionally Omitted .....	59
9.6	Intentionally Omitted .....	59
9.7	Contractor's Charitable Activities Compliance .....	59
9.8	Intentionally Omitted .....	59
9.9	Intentionally Omitted .....	59
9.10	Intentionally Omitted .....	59
9.11	Intentionally Omitted .....	59
9.12	Intentionally Omitted .....	59
9.13	Intentionally Omitted .....	60
9.14	Intentionally Omitted .....	60
9.15	Intentionally Omitted .....	60
9.16	Intentionally Omitted .....	60
9.17	Intentionally Omitted .....	60
9.18	Intentionally Omitted .....	60
<b>10</b>	<b>SURVIVAL.....</b>	<b>60</b>
	<b>SIGNATURE.....</b>	<b>62</b>

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**CONTRACT PROVISIONS  
TABLE OF CONTENTS**

**STANDARD EXHIBITS**

A Statement of Work (SOW) .....

B Pricing Sheet .....

C Minimum Staffing Plan.....

D Contractor’s EEO Certification.....

E County’s Administration .....

F Contractor’s Administration .....

G1 Contractor Acknowledgement and Confidentiality Agreement.....

G2 Contractor Employee Acknowledgement and Confidentiality Agreement.....

G3 Contractor Non-Employee Acknowledgement and Confidentiality Agreement .....

G4 Employee’s Acknowledgement of Employer.....

H Jury Service Ordinance .....

I Safely Surrendered Baby Law .....

J Living Wage Program Ordinance.....

K Living Wage Rate Annual Adjustments .....

L Payroll Statement of Compliance .....

M Intentionally Omitted .....

N Intentionally Omitted .....

O Charitable Contributions Certification .....

P Background Request Form.....

Q Intentionally Omitted .....

R Defaulted Property Tax Reduction Program/Form.....

S Contract Discrepancy Report.....

T Confidentiality of CORI Information .....

U Performance Requirements Summary (PRS) Chart .....

V Contracted Probation Facilities.....

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

This Contract (“Contract”) made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2026 by and between the County of Los Angeles, hereinafter referred to as “County” and Inter-Con Security Systems, Inc. hereinafter referred to as “Contractor”. Inter-Con Security Systems, Inc. is located at 210 South De Lacey Avenue, Pasadena, CA 91105.

**RECITALS**

**WHEREAS**, the Los Angeles County Probation Department has a need for the Contractor to provide security guard services; and

**WHEREAS**, the County may contract with private businesses for security guard services when certain requirements are met; and

**WHEREAS**, based on competitive negotiations, and pursuant to Los Angeles County Code Chapter 2.121, the Chief Probation Officer has selected the Contractor, which has proposed and desires to provide security guard services to County, for recommendation to the Board of Supervisors for a Contract between the Contractor and the County; and

**WHEREAS**, the County has determined that it is legal, feasible, and more cost-effective to contract for private security guard services than to engage County employees for this service; and

**WHEREAS**, this Contract is therefore authorized under Section 44.7 of the Los Angeles County Charter and Los Angeles County Code Section 2.121.250.

**NOW THEREFORE**, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the parties agree as follows:

## 1 APPLICABLE DOCUMENTS

- 1.1 Exhibits A, B, C, D, E, F, G1, G2, G3, G4, H, I, J, K, L, O, P, R, S, T, U, and V are attached to and form a part of this Contract. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, goods, service, or other work, or otherwise between the base Contract and the Exhibits, or between Exhibits, such conflict or inconsistency shall be resolved by giving precedence first to the terms and conditions of the Contract and then to the Exhibits according to the following priority.

### **Standard Exhibits:**

- 1.1 EXHIBIT A - Statement of Work
- 1.2 EXHIBIT B - Pricing Sheet
- 1.3 EXHIBIT C - Minimum Staffing Plan
- 1.4 EXHIBIT D - Contractor's EEO Certification
- 1.5 EXHIBIT E - County's Administration
- 1.6 EXHIBIT F - Contractor's Administration
- 1.7 EXHIBIT G1 - Contractor Acknowledgement and Confidentiality Agreement
- EXHIBIT G2 - Contractor Employee Acknowledgement and Confidentiality Agreement
- EXHIBIT G3 - Contractor Non-Employee Acknowledgement and Confidentiality Agreement
- EXHIBIT G4 - Employees Acknowledgment of Employer
- 1.8 EXHIBIT H - Jury Service Ordinance
- 1.9 EXHIBIT I - Safely Surrendered Baby Law
- 1.10 EXHIBIT J - Living Wage Program Ordinance
- 1.11 EXHIBIT K - Living Wage Rate Annual Adjustments
- 1.12 EXHIBIT L - Payroll Statement of Compliance
- 1.13 EXHIBIT M - Intentionally Omitted
- 1.14 EXHIBIT N - Intentionally Omitted
- 1.15 EXHIBIT O - Charitable Contributions Certification
- 1.16 EXHIBIT P - Background Request Form
- 1.17 EXHIBIT Q - Intentionally Omitted

- 1.18 EXHIBIT R - Defaulted Property Tax Reduction Program/Form
- 1.19 EXHIBIT S - Contract Discrepancy Report
- 1.20 EXHIBIT T - Confidentiality of CORI Information
- 1.21 EXHIBIT U - Performance Requirements Summary (PRS) Chart
- 1.22 EXHIBIT V - Contracted Probation Facilities

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

## 2 DEFINITIONS

### 2.1 Standard Definitions:

- 2.1.1 The headings herein contained are for convenience and reference only and are not intended to define the scope of any provision thereof. The following words as used herein shall be construed to have the following meaning, unless otherwise apparent from the context in which they are used.
  - 2.1.1.1 **Board of Supervisors (Board):** The Board of Supervisors of the County of Los Angeles acting as governing body.
  - 2.1.1.2 **Contract:** This agreement executed between the County and the 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.
  - 2.1.1.3 **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.
  - 2.1.1.4 **Contractor's Project Director:** Person designated by the Contractor to administer the Contract operations after the Contract award.

- 2.1.1.5 **County's Contract Manager:** Person designated by the County with authority for the County on contractual or administrative matters relating to the Contract.
- 2.1.1.6 **County's Contract Monitor:** Person designated by the County to monitor the Contract and provide reports to the County's Contract Manager and the County's Program Manager.
- 2.1.1.7 **County's Program Manager:** Person designated by the County to manage the daily operations under this Contract.
- 2.1.1.8 **Day(s):** Calendar day(s) unless otherwise specified.
- 2.1.1.9 **Fiscal Year:** The twelve (12) month period beginning July 1st and ending the following June 30th.
- 2.1.1.10 **Statement of Work:** The directions, provisions, and requirements provided herein and special provisions pertaining to the method, frequency, manner and place of performing the Contract services.
- 2.1.1.11 **Subcontract:** An agreement by the Contractor to employ a subcontractor to provide services to fulfill this Contract.
- 2.1.1.12 **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 the Contractor in furtherance of the Contractor's performance of this Contract, at any tier, under oral or written agreement.

### 3 WORK

- 3.1 Pursuant to the provisions of this Contract, the Contractor shall fully perform, complete and deliver on time, all tasks, deliverables, services and other work as set forth in herein.
- 3.2 If the Contractor provides any tasks, deliverables, goods, services, or other work, other than as specified in this Contract, the same shall be deemed to be a gratuitous effort on the part of the Contractor, and the Contractor shall have no claim whatsoever against the County.

## 4 TERM OF CONTRACT

- 4.1 The term of this Contract shall be for a one (1) year period commencing August 1, 2026 through July 31, 2027, unless sooner terminated or extended, in whole or in part, as provided in this Contract. Contingent upon available funding, this Contract may be extended by the Chief Probation Officer or designee, and the authorized official of the Contractor, by mutual written agreement, for up to six (6) additional one (1) year periods for a maximum total Contract term of seven (7) years.
- 4.2 Contingent upon available funding, the term of the Contract may also be extended beyond the stated expiration date on a month-to-month basis, for a period of time not to exceed six (6) months, upon the written request of the Chief Probation Officer or designee and the written concurrence of the Contractor. All terms of the Contract in effect at the time of extending the term shall remain in effect for the duration of the extension.
- 4.3 The County maintains databases that track/monitor the Contractor's 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 shall notify the County of Los Angeles Probation 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 shall send written notification to the County of Los Angeles Probation Department at the address herein provided in Exhibit E (County's Administration).

## 5 CONTRACT SUM

### 5.1 Total Contract Sum

- 5.1.1 The Contract Sum under the terms of this Contract shall be the total monetary amount payable by the County to the Contractor for supplying all services specified under this Contract consistent with Exhibit B (Pricing Sheet). The total annual Contract sum, inclusive of all applicable taxes, is estimated at **\$9,115,000**. Notwithstanding said limitation of funds, Contractor agrees to satisfactorily perform and complete all work specified herein.

The Contractor shall submit monthly invoices for actual services provided by the Contractor under this Contract consistent with Exhibit B (Pricing Sheet). The Contractor shall retain all relevant supporting documents and make them available to the County at any time for audit purposes. Invoices shall be specific as to the services provided.

## **5.2 Written Approval for Reimbursement**

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

## **5.3 Notification of 75% of Total Contract Sum**

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

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

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

## **5.5 Invoices and Payments**

5.5.1 The Contractor shall invoice the County only for providing the tasks, deliverables, goods, services, and other work specified in Exhibit A (Statement of Work) and elsewhere hereunder. The Contractor shall prepare invoices, which shall include the charges owed to the Contractor by the County under the terms of this Contract. The Contractor's payments shall be as provided in Exhibit B (Pricing Sheet) and the Contractor shall 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 shall be due to the Contractor for that work.

- 5.5.2 The Contractor's invoices shall be priced in accordance with Exhibit B (Pricing Sheet).
- 5.5.3 The Contractor's invoices shall contain the information set forth in Exhibit A (Statement of Work) describing the tasks, deliverables, goods, services, work hours, and facility and/or other work for which payment is claimed.
- 5.5.4 The Contractor shall submit the monthly invoices to the County by the 15<sup>th</sup> calendar day of the month following the month of service.

**PROP A – Living Wage Program:**

**No invoice will be approved for payment unless the following is included:**

**Exhibit L – Payroll Statement of Compliance**

- 5.5.5 All invoices under this Contract shall be sent via email to the attention:

**Attention: [Claudia.Valenzuela@probation.lacounty.gov](mailto:Claudia.Valenzuela@probation.lacounty.gov)**  
**Attention: Fiscal Department, P-73**  
**Campus Safety and Security Operation Unit**  
**County of Los Angeles Probation Department**  
**9150 East Imperial Highway**  
**Downey, CA 90242**

**5.5.6 County Approval of Invoices**

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

**5.5.6.1 Payment for Court Appearances and/or County Investigations**

- 1. Security Guards and 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 Supervisor is called upon as a witness for a job-related incident, County will

reimburse Contractor (as set forth in this Subparagraph 5.5.6.1 and Paragraph 2.6 (Court Appearances and/or County Investigations) of Exhibit A (Statement of Work) for court appearances or investigation interviews, based on review and approval by County Program Manager.

2. County will pay up to eight (8) hours per day of straight time for each summoned Security Guard or Supervisor when a court appearance or investigation interview is required. If the court appearance or investigation interview occurs during Security Guard or Supervisor's normal work shift, Contractor shall provide back-up coverage which will be reimbursed at straight time.
3. 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 a copy of the police report, Security Incident Report (as specified in Paragraph 2.6 (Court Appearances and/or County Investigations) and Paragraph 6.2.6 (Reporting Requirements) of Exhibit A (Statement of Work), 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.

#### **5.5.7 Local Small Business Enterprises – Prompt Payment Program**

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 Unresolved Disallowed Costs**

Contractor must not invoice the County for disallowed costs under the Contract. Correspondingly, the Contractor must not have unresolved disallowed costs in excess of One Hundred Thousand Dollars (\$100,000) that have been confirmed as disallowed costs by the contracting County

department and remain unpaid for a period of six (6) months or more from the date of an Auditor-Controller (A-C) Report. Unless such disallowed costs are the subject of current good faith negotiations, as determined in the sole discretion of the County, non-compliance by Contractor regarding this provision will constitute a material breach of Contract and may result in termination for default, in addition to any other remedies available to the County. Further, if Contractor has been determined to have unresolved disallowed costs in excess of \$100,000 for longer than six months since the date of the A-C Report, they will be disqualified from future County solicitations unless such disallowed costs are the subject of good faith negotiations to resolve the disallowed costs, in the sole opinion of the County, or have been resolved.

## **5.7 Intentionally Omitted**

## **5.8 Default Method of Payment: Direct Deposit or Electronic Funds Transfer**

- 5.8.1 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 shall be Electronic Funds Transfer (EFT) or direct deposit, unless an alternative method of payment is deemed appropriate by the Auditor-Controller (A-C).
- 5.8.2 The Contractor shall submit a direct deposit authorization request via the website <https://directdeposit.lacounty.gov> with banking and vendor information, and any other information that the A-C determines is reasonably necessary to process the payment and comply with all accounting, record keeping, and tax reporting requirements.
- 5.8.3 Any provision of law, grant, or funding agreement requiring a specific form or method of payment other than EFT or direct deposit shall supersede this requirement with respect to those payments.
- 5.8.4 At any time during the duration of the agreement/contract, a Contractor may submit a written request for an exemption to this requirement. Such request must be based on specific legal, business, or operational needs and explain why the payment method designated by the A-C is not feasible and an alternative is necessary. The A-C, in consultation with the contracting department(s), shall decide whether to approve exemption requests.

## **6 ADMINISTRATION OF CONTRACT – COUNTY**

### **6.1 County Administration**

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

### **6.2 County's Contract Manager**

6.2.1 The role of the County's Contract Manager may include:

6.2.1.1 Coordinating with the Contractor and ensuring the Contractor's performance of the Contract; however, in no event shall the Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby; and

6.2.1.2 Upon request of the Contractor, providing direction to the Contractor, as appropriate in areas relating to County policy, information requirements, and procedural requirements; however, in no event, shall the Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby.

### **6.3 County's Program Manager**

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

6.3.1.1 Meeting with the Contractor's Project Director on a regular basis; and

6.3.1.2 Inspecting any and all tasks, deliverables, goods, services, or other work provided by or on behalf of the Contractor; however, in no event shall the Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby.

The County's Program 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 the County in any respect whatsoever.

## **6.4 County's Contract Monitor**

6.4.1 The County's Contract Monitor is responsible for the monitoring of the Contract and the Contractor. The County's Contract Monitor provides reports to the County's Contract Manager and the County's Program Manager.

## **7 ADMINISTRATION OF CONTRACT – CONTRACTOR**

### **7.1 Contractor Administration**

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

### **7.2 Contractor's Staff**

7.2.1 The Contractor shall have a Project Director pursuant to Section 6.3 (Project Director) of Exhibit A (Statement of Work).

7.2.2 The Contractor shall be responsible for providing competent staff pursuant to Section 6.4 (Personnel) of Exhibit A (Statement of Work).

### **7.3 Approval of Contractor's Staff**

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

### **7.4 Contractor's Staff Identification**

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

### **7.5 Background and Security Investigations**

Background and security investigations of the Contractor's staff are required as a condition of beginning and continuing work under this Contract. The cost of background checks is the responsibility of the Contractor. The Contractor shall be responsible for the ongoing implementation and monitoring of Subparagraphs 7.5.1 through 7.5.6 of this Contract. On at least a quarterly basis, the Contractor shall report, in writing, monitoring results to the County, indicating compliance or problem

areas. Elements of the monitoring report shall receive prior written approval from the County.

- 7.5.1 The Contractor shall submit the names of the Contractor's or the subcontractor's employees to the County's Program Manager prior to the employee starting work on this Contract. The County will schedule appointments to conduct background investigation/record checks based on fingerprints of the Contractor's or the subcontractor's employees. The County shall have the right to conduct background investigations of the Contractor's or the subcontractor's employees at any time. **The Contractor's or the subcontractor's employees shall not begin work on this Contract before receiving written notification of clearance from the County.**
- 7.5.2 No personnel employed by the Contractor or the subcontractor for this service having access to Probation information or records shall have a criminal conviction record or pending criminal trial unless such information has been fully disclosed to the County and employment of the employee for this service is approved in writing by the County.
- 7.5.3 The County reserves the right, in its sole discretion, to preclude the Contractor or the subcontractor from employment or continued employment of any individual performing services under this Contract.
- 7.5.4 No Contractor or subcontractor staff providing services under this Contract shall be on active probation or parole.
- 7.5.5 The Contractor or the subcontractor staff performing services under this Contract shall be under a continuing obligation to disclose any prior or subsequent criminal conviction record or any pending criminal trial to the County.
- 7.5.6 Because the County is charged by the State for checking the criminal records of the Contractor's or the subcontractor's employees; the County will bill the Contractor to recover these expenses. The current amount is forty-nine dollars (\$49.00) per record check, which is subject to change by the State.

## **7.6 Confidentiality**

The Contractor shall be responsible for safeguarding all County information provided for use by the Contractor.

- 7.6.1 The Contractor shall maintain the confidentiality of all records and information in accordance with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures relating to confidentiality, including, without limitation, County policies concerning information technology security and the protection of confidential records and information.
- 7.6.2 The Contractor shall inform all of its officers, employees, agents and the subcontractors providing services hereunder of the confidentiality provisions of this Contract.
  - 7.6.2.1 The Contractor shall sign and adhere to the provisions of Exhibit G1 (Contractor Acknowledgement and Confidentiality Agreement).
  - 7.6.2.2 The Contractor shall require each employee performing services covered by this Contract to sign and adhere to the provisions of Exhibit G2 (Contractor Employee Acknowledgement and Confidentiality Agreement)
  - 7.6.2.3 The Contractor shall require each non-employee performing services covered by this Contract to sign and adhere to the provisions of Exhibit G3 (Contractor Non-Employee Acknowledgement and Confidentiality Agreement)
- 7.6.3 The Contractor shall indemnify, defend, and hold harmless the 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 the Contractor, its officers, employees, agents, or the subcontractors, to comply with this Paragraph 7.6 (Confidentiality) , as determined by the County in its sole judgment. Any legal defense pursuant to the Contractor indemnification obligations under this Paragraph 7.6 (Confidentiality) shall be conducted by the Contractor and performed by counsel selected by the Contractor and approved by the County. Notwithstanding the preceding sentence, the County shall have the right to participate in any such defense at its sole cost and expense, except that in the event the Contractor fails to provide the County with a full and adequate defense, as determined by the County in its sole judgment, the County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and to reimbursement from the Contractor for all such costs and expenses incurred by the County in doing so. The

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

7.6.4 Confidentiality of Juvenile and Adult Records

By state law (California Welfare and Institutions Code sections 827 and 828, and Penal Code sections 1203.05, 1203.09, and 11140 through 11144) all juvenile records and Probation case information provided to the Contractor is confidential and no such information shall be disclosed except those authorized employees of the County of Los Angeles Probation Department and law enforcement agencies.

7.6.5 **Intentionally Omitted**

7.6.6 Violations: The Contractor agrees to inform all of its employees, agents, subcontractors, and partners of the above provision and that any person knowingly and intentionally violating the provisions of said state law is guilty of a misdemeanor.

**8 STANDARD TERMS AND CONDITIONS**

**8.1 Amendments**

8.1.1 For any change which affects the scope of work, term, Contract Sum, payments, or any term or condition included under this Contract, an amendment to the Contract shall be prepared and executed by the Contractor and by the Chief Probation Officer or his/her designee.

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

8.1.3 The Chief Probation Officer or his/her designee, may at his/her sole discretion, authorize extensions of time as defined in Paragraph 4 (Term of Contract). The Contractor agrees that such extensions of time shall 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 shall be

prepared and executed by the Contractor and by the Chief Probation Officer or his/her designee.

## **8.2 Assignment and Delegation/Mergers or Acquisitions**

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

### **8.3 Authorization Warranty**

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

### **8.4 Budget Reductions**

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

### **8.5 Complaints**

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

#### **8.5.2 Complaint Procedures**

8.5.2.1 Within fifteen (15) business days after the Contract effective date, the Contractor shall provide the County with the Contractor's policy for receiving, investigating and responding to user complaints.

8.5.2.2 The County will review the Contractor's policy and provide the Contractor with approval of said plan or with requested changes.

8.5.2.3 If the County requests changes in the Contractor's policy, the Contractor shall make such changes and resubmit the plan within five (5) business days for County approval.

- 8.5.2.4 If, at any time, the Contractor wishes to change the Contractor's policy, the Contractor shall submit proposed changes to the County for approval before implementation.
- 8.5.2.5 The Contractor shall maintain a complaint log of all complaints received from Security Guards and Security Guard Supervisors, members of the public, and/or County personnel.
- 8.5.2.6 The complaint log shall contain the date of receipt of the complaint, name of the complainant, nature of the complaint, time and action taken, or reason for inaction. An updated copy of the complaint log shall be made available to County Project Manager upon request.
- 8.5.2.7 Complaints relating to employee appearance, attitude, or work performance shall be recorded in the complaint log pursuant to 8.5.6 above, and an immediate notification shall be made to County Project Manager.
- 8.5.2.8 The Contractor shall preliminarily investigate all complaints and notify the County's Program Manager of the status of the investigation within five (5) business days of receiving the complaint.
- 8.5.2.9 When complaints cannot be resolved informally, a system of follow-through shall be instituted which adheres to formal plans for specific actions and strict time deadlines.
- 8.5.2.10 Copies of all written responses shall be sent to the County's Program Manager within three (3) business days of mailing to the complainant.

## **8.6 Compliance with Applicable Law**

- 8.6.1 In the performance of this Contract, the Contractor shall comply with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, and all provisions required thereby to be included in this Contract are hereby incorporated herein by reference.
- 8.6.2 The Contractor shall indemnify, defend, and hold harmless the 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 the Contractor, its officers, employees, agents, or the subcontractors, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as determined by the County in its sole judgment. Any legal defense pursuant to the Contractor's indemnification obligations under Paragraph 8.6 (Compliance with Applicable Law) shall be conducted by the Contractor and performed by counsel selected by the Contractor and approved by the County. Notwithstanding the preceding sentence, the County shall have the right to participate in any such defense at its sole cost and expense, except that in the event the Contractor fails to provide the County with a full and adequate defense, as determined by the County in its sole judgment, the County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and to reimbursement from the Contractor for all such costs and expenses incurred by the County in doing so. The Contractor shall not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of the County without the County's prior written approval.

## **8.7 Compliance with Civil Rights Laws**

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

## **8.8 Compliance with the County's Jury Service Program**

### **8.8.1 Jury Service Program:**

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

attached as Exhibit H (Jury Duty Ordinance) and incorporated by reference into and made a part of this Contract.

## **8.8.2 Written Employee Jury Service Policy**

8.8.2.1 Unless the Contractor has demonstrated to the County's satisfaction either that the Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that the Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), the Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.

8.8.2.2 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) the 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 shall also be subject to the provisions of this paragraph. The provisions of this paragraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

8.8.2.3 If the Contractor is not required to comply with the Jury Service Program when the Contract commences, the

Contractor shall have a continuing obligation to review the applicability of its “exception status” from the Jury Service Program, and the Contractor shall immediately notify the County if the Contractor at any time either comes within the Jury Service Program’s definition of “Contractor” or if the Contractor no longer qualifies for an exception to the Jury Service Program. In either event, the Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Contract and at its sole discretion, that the Contractor demonstrate, to the County’s satisfaction that the Contractor either continues to remain outside of the Jury Service Program’s definition of “Contractor” and/or that the Contractor continues to qualify for an exception to the Program.

8.8.2.4 The Contractor’s violation of this paragraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, the County may, in its sole discretion, terminate the Contract and/or bar the Contractor from the award of future County Contracts for a period of time consistent with the seriousness of the breach.

## **8.9 Conflict of Interest**

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

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

description of all relevant circumstances. Failure to comply with the provisions of this paragraph shall be a material breach of this Contract.

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

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

## **8.11 Consideration of Hiring GAIN-START Participants**

8.11.1 Should the Contractor require additional or replacement personnel after the effective date of this Contract, the Contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) or Skills and Training to Achieve Readiness Tomorrow (START) Programs who meet the Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that the Contractor will interview qualified candidates. The County will refer GAIN-START participants by job category to the Contractor. The Contractors shall report all job openings with job requirements to: [GAINSTART@DPSS.LACOUNTY.GOV](mailto:GAINSTART@DPSS.LACOUNTY.GOV) and [BSERVICES@WDACS.LACOUNTY.GOV](mailto:BSERVICES@WDACS.LACOUNTY.GOV) and DPSS will refer qualified GAIN-START job candidates.

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

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

### **8.12.4 Contractor Hearing Board**

8.12.4.1 If there is evidence that the Contractor may be subject to debarment, the Department will notify the Contractor in writing of the evidence which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.

8.12.4.2 The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of

time of the debarment. The Contractor and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

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

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

#### **8.12.5 Subcontractors of Contractor**

These terms shall also apply to the subcontractors of the County Contractors.

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

8.13.1 The Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the County's policy to encourage all County Contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster, in Exhibit I, 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 shall during the term of this Contract maintain in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California

Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

#### **8.15 County's Quality Assurance Plan**

The County or its agent(s) will monitor the Contractor's performance under this Contract on not less than an annual basis. Such monitoring will include assessing the Contractor's compliance with all Contract terms and conditions and performance standards. The 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 of Supervisors 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 shall repair, or cause to be repaired, at its own cost, any and all damage to County facilities, buildings, or grounds caused by the Contractor or employees or agents of the Contractor. Such repairs shall be made immediately after the Contractor has become aware of such damage, but in no event later than thirty (30) days after the occurrence.

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

#### **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 shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations including, but not limited to, the

Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered employees for the period prescribed by law.

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

## **8.18 Counterparts and Electronic Signatures Representations**

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

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

## **8.20 Force Majeure**

- 8.20.1 Neither party shall be liable for such party's failure to perform its obligations under and in accordance with this Contract, if such failure arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other

than a lockout by such party or any of such party's 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 the Contractor shall not constitute a force majeure event, unless such default arises out of causes beyond the control of both the Contractor and such subcontractor, and without any fault or negligence of either of them. In such case, the Contractor shall 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 the 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 the Contractor's failure to perform arises out of a force majeure event, the Contractor agrees to use commercially reasonable best efforts to obtain goods or services from other sources, if applicable, and to otherwise mitigate the damages and reduce the delay caused by such force majeure event.

## **8.21 Governing Law, Jurisdiction, and Venue**

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

## **8.22 Independent Contractor Status**

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

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

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

- 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 shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the Contractor pursuant to this Contract.
- 8.22.4 The Contractor shall adhere to the provisions stated in Paragraph 7.6 (Confidentiality).

### **8.23 Indemnification**

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

### **8.24 General Provisions for all Insurance Coverage**

- 8.24.1 Without limiting the Contractor's indemnification of the County, and in the performance of this Contract and until all of its obligations pursuant to this Contract have been met, the Contractor shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in Paragraphs 8.24 (General Provisions for all Insurance Coverage) and 8.25 (Insurance Coverage) of this Contract. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon the Contractor pursuant to this Contract. The County in no way warrants that the Required Insurance is sufficient to protect the Contractor for liabilities which may arise from or relate to this Contract.

#### **8.24.2 Evidence of Coverage and Notice to County**

- 8.24.2.1 Certificate(s) of insurance coverage (Certificate) satisfactory to the County, and a copy of an Additional

Insured endorsement confirming the County and its Agents (defined below) has been given Insured status under the Contractor's General Liability policy, shall be delivered to the County at the address shown below and provided prior to commencing services under this Contract.

- 8.24.2.2 Renewal Certificates shall be provided to the County within 3 to 5 days prior to the Contractor's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required Contractor and/or subcontractor insurance policies at any time.
- 8.24.2.3 Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Contract by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the Contractor identified as the contracting party in this Contract. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand dollars (\$50,000), and list any County required endorsement forms.
- 8.24.2.4 Neither the County's failure to obtain, nor the County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the Contractor, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.
- 8.24.2.5 Certificates and copies of any required endorsements shall be sent to:

**Joanne Lee, Contract Analyst**  
**County of Los Angeles Probation Department**  
**Contracts & Grants Management Division**  
**9150 East Imperial Highway, Room D-29**  
**Downey, CA 90242**  
**Email address:**  
**[Joanne.Lee@probation.lacounty.gov](mailto:Joanne.Lee@probation.lacounty.gov)**  
**Fax#: (562) 658-2307**

8.24.2.6 The Contractor also shall promptly report to the 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 the Contractor. The Contractor also shall promptly notify the County of any third-party claim or suit filed against the 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 the Contractor and/or the County.

#### **8.24.3 Additional Insured Status and Scope of Coverage**

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

#### **8.24.4 Cancellation of or Changes in Insurance**

The Contractor shall provide the County with, or the Contractor's insurance policies shall contain a provision that the County shall receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice shall be provided to the 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**

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

#### **8.24.6 Insurer Financial Ratings**

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

#### **8.24.7 Contractor's Insurance Shall Be Primary**

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

#### **8.24.8 Waivers of Subrogation**

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

#### **8.24.9 Subcontractor Insurance Coverage Requirements**

The Contractor shall include all subcontractors as insureds under the Contractor's own policies or shall provide the County with each subcontractor's separate evidence of insurance coverage. The Contractor shall be responsible for verifying each subcontractor complies with the Required Insurance provisions herein and shall require that each subcontractor name the County and the Contractor as additional insureds on the subcontractor's General Liability policy. The Contractor shall obtain the 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)**

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

#### **8.24.11 Claims Made Coverage**

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

#### **8.24.12 Application of Excess Liability Coverage**

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

#### **8.24.13 Separation of Insureds**

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

#### **8.24.14 Alternative Risk Financing Programs**

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

### 8.24.15 County Review and Approval of Insurance Requirements

The County reserves the right to review and adjust the Required Insurance provisions, conditioned upon the 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 the County and its Agents as an additional insured, with limits of not less than:

General Aggregate:	\$2 million
Products/Completed Operations Aggregate:	\$1 million
Personal and Advertising Injury:	\$1 million
Each Occurrence:	\$1 million

**8.25.2 Automobile Liability** insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than \$1 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance shall cover liability arising out of the 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 the Contractor will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer. The written notice shall be provided to the 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 the Contractor's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

## **8.25.4 Unique Insurance Coverage**

### **8.25.4.1 Sexual Misconduct Liability**

Insurance covering actual or alleged claims for sexual misconduct and/or molestation with limits of not less than \$1 million per claim and \$1 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.

### **8.25.4.2 Professional Liability/Law Enforcement Liability:**

Insurance covering Contractor's liability arising from or related to law enforcement activities that include acts of false arrest, excessive force, violation of civil rights and invasion of privacy, with limits of not less than \$1 million per claim and \$2 million aggregate. Further, Contractor understands and agrees it must maintain such coverage for a period of not less than two years following this Agreement's expiration, termination, or cancellation.

### **8.25.4.3 Intentionally Omitted**

### **8.25.4.4 Crime Coverage**

A Fidelity Bond or Crime Insurance policy with limits of not less than \$100,000 per occurrence. Such coverage must protect against all loss of money, securities, or other valuable property entrusted by County to contractor, and apply to all of contractor's directors, officers, agents and employees who regularly handle or have responsibility for such money, securities or property. The County and its Agents must be named as an Additional Insured and Loss Payee as its interests may appear. This insurance must include third party fidelity coverage, include coverage for loss due to theft, mysterious disappearance, and computer fraud/theft, and must not contain a requirement for an arrest and/or conviction.

### **8.25.4.5 Intentionally Omitted**

**8.25.4.6 Intentionally Omitted**

**8.25.4.7 Intentionally Omitted**

**8.26 Liquidated Damages**

8.26.1 If, in the judgment of the Chief Probation Officer, or his/her designee, the Contractor is deemed to be non-compliant with the terms and obligations assumed hereby, the Chief Probation Officer, or his/her designee, at his/her option, in addition to, or in lieu of, other remedies provided herein, may 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 Chief Probation Officer, or his/her designee, in a written notice describing the reasons for said action.

8.26.2 If the Chief Probation Officer, or his/her designee, determines that there are deficiencies in the performance of this Contract that the Chief Probation Officer, or his/her designee, deems are correctable by the Contractor over a certain time span, the Chief Probation Officer, or his/her 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 Chief Probation Officer, or his/her 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 one hundred dollars (\$100) per day per infraction, or as specified in the Exhibit U (Performance Requirements Summary (PRS) Chart) hereunder, and that the Contractor shall be liable to the County for liquidated damages in said amount. Said amount shall be deducted from the County's payment to the Contractor; and/or
- (c) Upon giving five (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 Subparagraph 8.26.2 shall not be construed as a penalty, but as adjustment of payment to the Contractor to recover the County cost due to the failure of the Contractor to complete or comply with the provisions of this Contract.

8.26.4 This paragraph shall not, in any manner, restrict or limit the County's right to damages for any breach of this Contract provided by law or as specified in the PRS or Subparagraph 8.26.2, and shall not, in any manner, restrict or limit the County's right to terminate this Contract as agreed to herein.

## **8.27 Most Favored Public Entity**

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

## **8.28 Nondiscrimination and Affirmative Action**

8.28.1 The Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.

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

8.28.3 The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or

termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

- 8.28.4 The Contractor certifies and agrees that it will deal with its 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 shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.
- 8.28.6 The Contractor shall allow County representatives access to the Contractor's employment records during regular business hours to verify compliance with the provisions of this Paragraph 8.28 (Nondiscrimination and Affirmative Action) when so requested by the County.
- 8.28.7 If the County finds that any provisions of this Paragraph 8.28 (Nondiscrimination and Affirmative Action) have been violated, such violation shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract. While the County reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment and Housing Commission or the Federal Equal Employment Opportunity Commission that the Contractor has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by the County that the Contractor has violated the anti-discrimination provisions of this Contract.
- 8.28.8 The parties agree that in the event the Contractor violates any of the anti-discrimination provisions of this Contract, the County shall, at its sole option, be entitled to the sum of 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**

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

## **8.30 Notice of Delays**

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

## **8.31 Notice of Disputes**

8.31.1 The Contractor shall bring to the attention of the County's Program Manager and/or the County's Contract Manager any dispute between the County and the Contractor regarding the performance of services as stated in this Contract. If the County's Program Manager and/or the County's Contract Manager is not able to resolve the dispute, the Chief Probation Officer, or designee shall resolve it.

## **8.32 Notice to Employees Regarding the Federal Earned Income Credit**

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

## **8.33 Notice to Employees Regarding the Safely Surrendered Baby Law**

8.33.1 The Contractor shall notify and provide to its employees, and shall require each 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 I (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**

8.34.1 All notices or demands required or permitted to be given or made under this Contract shall be in writing and shall be hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, addressed to the parties as identified in Exhibits E (County's Administration) and F (Contractor's Administration). Addresses may be changed by either party giving ten (10) days prior written notice thereof to the other party. The Chief Probation Officer or his/her designee shall have the authority to issue all notices or demands required or permitted by the County under this Contract.

### **8.35 Prohibition Against Inducement or Persuasion**

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

### **8.36 Public Records Act**

8.36.1 Any documents submitted by Contractor, all information obtained in connection with County's right to audit and inspect Contractor's documents, books, and accounting records, pursuant to Paragraph 8.38 (Records 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 the Contract, become the exclusive property of County. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 7921 et seq. (Public Records Act) and which are marked "Trade Secret," "Confidential," or "Proprietary". The County shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

8.36.2 In the event the County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a proposal marked "trade secret," "confidential," or "proprietary," the Contractor agrees to defend and indemnify the County from all costs and expenses,

including reasonable attorney's fees, in action or liability arising under the Public Records Act.

### **8.37 Publicity**

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

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

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

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

### **8.38 Record Retention and Inspection-Audit Settlement**

8.38.1 The Contractor shall maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. The Contractor shall also maintain accurate and complete employment and other records relating to its performance of this Contract. The Contractor agrees that the County, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Contract. All such material, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, shall be kept and maintained by the Contractor and shall be made available to the County during the term of this Contract and for a period of five (5) years thereafter

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

- 8.38.2 In the event that an audit of the Contractor is conducted specifically regarding this Contract by any Federal or State auditor, or by any auditor or accountant employed by the Contractor or otherwise, then the Contractor shall file a copy of such audit report with the County's Auditor-Controller within thirty (30) days of the Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Contract. Subject to applicable law, the County shall make a reasonable effort to maintain the confidentiality of such audit report(s).
- 8.38.3 Failure on the part of the Contractor to comply with any of the provisions of this Paragraph 8.38 shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.
- 8.38.4 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 shall be either: a) repaid by the Contractor to the County by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the Contractor from the County, whether under this Contract or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to the Contractor, then the difference shall be paid to the Contractor by the County by cash payment, provided that in no event shall the County's maximum obligation for this Contract exceed the funds appropriated by the County for the purpose of this Contract.
- 8.38.5 In addition to the above, the Contractor agrees, should the County or its authorized representatives determine, in the County's sole discretion, that it is necessary or appropriate to review a broader scope of the Contractor's records (including, certain records related to non-County Contracts) to enable the County to evaluate the Contractor's compliance with the County's Living Wage Program,

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

### **8.39 Recycled Bond Paper**

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

### **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 shall provide the following information promptly at the County's request:

- 8.40.2.1 A description of the work to be performed by the subcontractor.
  - 8.40.2.2 A draft copy of the proposed subcontract; and
  - 8.40.2.3 Other pertinent information and/or certifications requested by the County.
- 8.40.3 The Contractor shall indemnify, defend, and hold the County harmless with respect to the activities of each and every subcontractor in the same manner and to the same degree as if such subcontractor(s) were the Contractor employees.
- 8.40.4 The Contractor shall remain fully responsible for all performances required of it under this Contract, including those that the Contractor has determined to subcontract, notwithstanding the County's approval of the Contractor's proposed subcontract.
- 8.40.5 The County's consent to subcontract shall not waive the County's right to prior and continuing approval of any and all personnel, including subcontractor employees, providing services under this Contract. The Contractor is responsible to notify its subcontractors of this County right.
- 8.40.6 The County's Contract Manager 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, the Contractor shall forward a fully executed subcontract to the County for their files.
- 8.40.7 The Contractor shall be solely liable and responsible for all payments or other compensation to all 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 shall 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, the Contractor shall ensure delivery of such documents to:

**Joanne Lee, Contract Analyst**  
**County of Los Angeles Probation Department**  
**Contracts & Grants Management Division**  
**9150 Imperial Highway, Room D-29**

**Downey, CA 90242**

**Email address: [Joanne.Lee@probation.lacounty.gov](mailto:Joanne.Lee@probation.lacounty.gov)**

**Fax#: (562) 658-2307**

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

8.41.1 Failure of the Contractor to maintain compliance with the requirements set forth in Paragraph 8.14 (Contractor's Warranty of Adherence to County's Child Support Compliance Program) shall constitute default under this Contract. Without limiting the rights and remedies available to the County under any other provision of this Contract, failure of the Contractor to cure such default within ninety (90) calendar days of written notice shall be grounds upon which the County may terminate this Contract pursuant to 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 shall be affected 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 shall 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 shall:

8.42.2.1 Stop work under this Contract on the date and to the extent specified in such notice, and

8.42.2.2 Complete performance of such part of the work as shall not have been terminated by such notice.

8.42.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of the Contractor under this Contract shall be maintained by the Contractor in accordance with Paragraph 8.38 (Record Retention and Inspection-Audit Settlement).

## **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 the County's Contract Manager:

8.43.1.1 The Contractor has materially breached this Contract; or

8.43.1.2 The Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Contract; or

8.43.1.3 The Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or of any obligations of this Contract and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.

8.43.2 In the event that the County terminates this Contract in whole or in part as provided in Subparagraph 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 shall be liable to the County for any and all excess costs incurred by the County, as determined by the County, for such similar goods and services. The Contractor shall continue the performance of this Contract to the extent not terminated under the provisions of this paragraph.

8.43.3 Except with respect to defaults of any subcontractor, the Contractor shall not be liable for any such excess costs of the type identified in Subparagraph 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 the subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for any such excess costs for failure to perform, unless the

goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule. As used in this 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 shall 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) shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

#### **8.44 Termination for Improper Consideration**

- 8.44.1 The County may, by written notice to the Contractor, immediately terminate the right of the Contractor to proceed under this Contract if it is found that consideration, in any form, was offered or given by the Contractor, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing this Contract or securing favorable treatment with respect to the award, amendment, or extension of this Contract or the making of any determinations with respect to the Contractor's performance pursuant to this Contract. In the event of such termination, the County shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default by the Contractor.
- 8.44.2 The Contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County 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:
- 8.45.1.1 Insolvency of the Contractor. The Contractor shall be deemed to be insolvent if it has ceased to pay its debts for at least 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;
  - 8.45.1.2 The filing of a voluntary or involuntary petition regarding the Contractor under the Federal Bankruptcy Code;
  - 8.45.1.3 The appointment of a Receiver or Trustee for the Contractor; or
  - 8.45.1.4 The execution by the Contractor of a general assignment for the benefit of creditors.
- 8.45.2 The rights and remedies of the County provided in this Paragraph 8.45 (Termination for Insolvency) shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

## **8.46 Termination for Non-Adherence of County Lobbyist Ordinance**

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

## **8.47 Termination for Non-Appropriation of Funds**

- 8.47.1 Notwithstanding any other provision of this Contract, the County shall not be obligated for the Contractor's performance hereunder or by any provision of this Contract during any of the County's future fiscal years unless and until the County's Board of Supervisors appropriates funds for this Contract in the County's Budget for each such future fiscal year. In the event that funds are

not appropriated for this Contract, then this Contract shall terminate as of June 30 of the last fiscal year for which funds were appropriated. The County shall notify the Contractor in writing of any such non-allocation of funds at the earliest possible date.

#### **8.48 Validity**

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

#### **8.49 Waiver**

8.49.1 No waiver by the County of any breach of any provision of this Contract shall constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time, or from time to time, any provision of this Contract shall not be construed as a waiver thereof. The rights and remedies set forth in this Paragraph 8.49 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

#### **8.50 Warranty Against Contingent Fees**

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

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

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

8.51.1 The Contractor acknowledges that the County has established a goal of ensuring that all individuals and businesses that benefit financially from the 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 the County and its taxpayers.

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

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

8.52.1 Failure of the Contractor to maintain compliance with the requirements set forth in Paragraph 8.51 (Warranty of Compliance with County's Defaulted Property Tax Reduction Program) shall constitute default under this Contract. Without limiting the rights and remedies available to the County under any other provision of this Contract, failure of the Contractor to cure such default within ten (10) days of notice shall be grounds upon which the County may terminate this Contract and/or pursue debarment of the Contractor, pursuant to County Code Chapter 2.206.

**8.53 Time Off for Voting**

8.53.1 The Contractor shall notify its employees and shall require each 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 shall keep posted conspicuously at the place of work, if practicable, or elsewhere where it can be seen as employees come or go to their place of work, a notice setting forth the provisions of Section 14000.

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

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

If a Contractor or member of the Contractor's staff is convicted of a human trafficking offense, the County shall require that the Contractor or member of the Contractor's staff be removed immediately from performing services under the Contract. The 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 the Contractor's staff pursuant to this paragraph shall not relieve the Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

#### **8.55 Intentionally Omitted**

#### **8.56 Compliance with Fair Chance Employment Hiring Practices**

Contractor, and its subcontractors, must comply with fair chance employment hiring practices set forth in [California Government Code Section 12952 and Chapter 8.300 of the Los Angeles County Code \(Fair Chance Ordinance for Employers\)](#). 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 shall result in the disqualification of the Proposer/Contractor from participation in the County solicitation or the termination or cancellation of any resultant County contract. This provision shall survive the expiration, or other termination of this Agreement.

### **8.59 Injury and Illness Prevention Program**

The 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 \$500 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 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, a copy of which is attached as Exhibit J (Living Wage Program Ordinance) and incorporated by reference into and made a part of this Contract.

#### **9.1.2 Payment of Living Wage Rates**

9.1.2.1 Unless the Contractor has demonstrated to the County's satisfaction either that the Contractor is not an "Employer" as defined under the Program (Section 2.201.020 of the County Code) or that the Contractor qualifies for an exception to the Living Wage Program (Section 2.201.090 of the County Code), the Contractor shall pay its employees no less than the applicable hourly living wage rate, as set forth in Exhibit K (Living Wage Rate Annual Adjustments), for the employees' services provided to the County, including, without limitation, "Travel Time" as defined below Paragraph 9.1.2.5 under the Contract.

- 9.1.2.2 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 shall be subject to the provisions of this paragraph. The provisions of this paragraph shall be inserted into any such subcontract and a copy of the Living Wage Program shall be attached to the subcontract. “Employee” means any individual who is an employee of the Contractor under the laws of California, and who is providing full-time 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.
- 9.1.2.3 If the Contractor is required to pay a living wage when the Contract commences, the Contractor shall continue to pay a living wage for the entire term of the Contract, including any option period.
- 9.1.2.4 If the Contractor is not required to pay a living wage when the Contract commences, the Contractor shall have a continuing obligation to review the applicability of its “exemption status” from the living wage requirement. The Contractor shall immediately notify the County if the Contractor at any time either comes within the Living Wage Program’s definition of “Employer” or if the Contractor no longer qualifies for the exception to the Living Wage Program. In either event, the Contractor shall immediately be required to commence paying the living wage and shall be obligated to pay the living wage for the remaining term of the Contract, including any option period. The County may also require, at any time during the Contract and at its sole discretion, that the Contractor demonstrate to the County’s satisfaction that the Contractor either continues to remain outside of the Living Wage Program’s definition of “Employer” and/or that the Contractor continues to qualify for the exception to the Living Wage Program. Unless the Contractor satisfies this requirement within the time

frame permitted by the County, the Contractor shall immediately be required to pay the living wage for the remaining term of the Contract, including any option period.

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

### **9.1.3 Contractor's Submittal of Certified Monitoring Reports**

The Contractor shall submit to the County certified monitoring reports at a frequency instructed by the County. The certified monitoring reports shall list all of the Contractor's employees during the reporting period. The certified monitoring reports shall also verify the number of hours worked and the hourly wage rate paid, for each of its employees. All certified monitoring reports shall be submitted on forms provided in Exhibit L (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 shall promptly provide such information. The Contractor, through one of its officers, shall certify under penalty of perjury that the information contained in each certified monitoring report is true and accurate.

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

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

Additionally, Contractor must, within thirty (30) days of the entry of the judgment, provide written notice to the County of any unsatisfied final judgment against Contractor for non-payment of wages arising out of Contractor's operations performed under the Contract with the County, as required by California Labor Code Section [238.5](#).

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

### 9.1.7 Enforcement and Remedies

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

1. Remedies for Submission of Late or Incomplete Certified Monitoring Reports. If the Contractor submits a certified monitoring report to the County after the date it is due or if the report submitted does not contain all of the required information or is inaccurate or is not properly certified, any such deficiency shall constitute a breach of the Contract. In the event of any such breach, the County may, in its sole discretion, exercise any or all of the following rights/remedies:
  - a. Withholding of Payment. If the Contractor fails to submit accurate, complete, timely and properly certified monitoring reports, the County may withhold from payment to the Contractor up to the full amount of any invoice that would otherwise be due, until the Contractor has satisfied the concerns of the County, which may include required submittal of revised certified monitoring reports or additional supporting documentation.
  - b. Liquidated Damages. It is mutually understood and agreed that the Contractor's failure to submit an accurate, complete, timely and properly certified monitoring report will result in damages being sustained by the County. It is also understood and agreed that the nature and amount of the damages will be extremely difficult and impractical to fix; that the liquidated damages set forth herein are the nearest and most exact measure of damages for such breach that can be fixed at this time; and that the liquidated damages are not intended as a penalty or forfeiture for the Contractor's breach. Therefore, in the event that a certified monitoring report is deficient, including but not limited to being late, inaccurate, incomplete or uncertified, it is agreed that the County may, in its sole discretion, assess against the Contractor liquidated damages in the amount of one hundred dollars (\$100) per monitoring report for each day until the County has been provided with a properly prepared, complete and certified monitoring report. The County may deduct any

assessed liquidated damages from any payments otherwise due to the Contractor.

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

2. Remedies for Payment of Less Than the Required Living Wage. If the Contractor fails to pay any employee at least the applicable hourly living wage rate, such deficiency shall constitute a breach of the Contract. In the event of any such breach, the County may, in its sole discretion, exercise any or all of the following rights/remedies:

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

- c. Termination. The Contractor's continued failure to pay any of its employees the applicable hourly living wage rate may constitute a material breach of the Contract. In the event of such material breach, the County may, in its sole discretion, terminate the Contract.
3. Debarment. In the event the Contractor breaches a requirement of this 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 shall assign and use full-time employees of the Contractor to provide services under the Contract unless the Contractor can demonstrate to the satisfaction of the County that it is necessary to use non-full-time employees based on staffing efficiency or the County requirements for the work to be performed under the Contract. It is understood and agreed that the Contractor shall not, under any circumstance, use non-full-time employees for services provided under the Contract unless and until the County has provided written authorization for the use of same. The Contractor submitted with its proposal a full-time employee staffing plan. If the Contractor changes its full-time employee staffing plan, the Contractor shall immediately provide a copy of the new staffing plan to the County.

#### **9.1.9 Contractor Retaliation Prohibited**

The Contractor and/or its employees shall not take any adverse action which would result in the loss of any benefit of employment, any Contract benefit, or any statutory benefit for any employee, person or entity who has reported a violation of the Living Wage Program to the County or to any other public or private agency, entity or person. A violation of the provisions of this 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 shall maintain business stability, integrity in employee relations and the financial ability to pay a living wage to its employees. If requested to do so by the County, the Contractor shall demonstrate to the satisfaction of the County that the Contractor is complying with this requirement.

### **9.1.11 Employee Retention Rights**

1. The Contractor shall offer employment to all retention employees who are qualified for such jobs. A “retention employee” is an individual:
  - a. Who is not an exempt employee under the minimum wage and maximum hour exemptions defined in the federal Fair Labor Standards Act; and
  - b. Who has been employed by a Contractor under a predecessor Proposition A Contract or a predecessor cafeteria services Contract with the County for at least six (6) months prior to the date of this new Contract, which predecessor Contract was terminated by the County prior to its expiration; and
  - c. Who is or will be terminated from his or her employment as a result of the County entering into this new Contract.
2. The Contractor is not required to hire a retention employee who:
  - a. Has been convicted of a crime related to the job or his or her performance; or
  - b. Fails to meet any other County requirement for employees of a Contractor.
3. The Contractor shall not terminate a retention employee for the first ninety (90) days of employment under the Contract, except for cause. Thereafter, the Contractor may retain a retention employee on the same terms and conditions as the Contractor’s other employees.

### **9.1.12 Neutrality in Labor Relations**

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

**9.2 Intentionally Omitted**

**9.3 Intentionally Omitted**

**9.4 Intentionally Omitted**

**9.5 Intentionally Omitted**

**9.6 Intentionally Omitted**

### **9.7 Contractor's Charitable Activities Compliance**

The Supervision of Trustees and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. By requiring Contractors to complete the Exhibit O (Charitable Contributions Certification), the County seeks to ensure that all County contractors which receive or raise charitable contributions comply with California law in order to protect the County and its taxpayers. A Contractor which receives or raises charitable contributions without complying with its obligations under California law commits a material breach subjecting it to either contract termination or debarment proceedings or both. (County Code Chapter 2.202)

**9.8 Intentionally Omitted**

**9.9 Intentionally Omitted**

**9.10 Intentionally Omitted**

**9.11 Intentionally Omitted**

**9.12 Intentionally Omitted**

**9.13 Intentionally Omitted**

**9.14 Intentionally Omitted**

**9.15 Intentionally Omitted**

**9.16 Intentionally Omitted**

**9.17 Intentionally Omitted**

**9.18 Intentionally Omitted**

## **10 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 shall survive the expiration or termination of this Agreement for any reason:

Paragraph 1	(Applicable Documents)
Paragraph 2	(Definitions)
Paragraph 3	(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 (Wavier)  
Paragraph 8.58 (Prohibition from Participation in Future Solicitation(s))  
Paragraph 9.1 (Compliance with the County's Living Wage Program)  
Paragraph 10 (Survival)

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**IN WITNESS WHEREOF**, County and Contractor have caused this Contract to be executed on their behalf by their authorized representatives, the day, month, and year first above written. The person signing on behalf of the Contractor warrants that he or she is authorized to bind the Contractor and attests under penalty of perjury to the truth and authenticity of representations made and documents submitted and incorporated as part of this Contract.

COUNTY OF LOS ANGELES  
PROBATION DEPARTMENT

By: \_\_\_\_\_  
GUILLERMO VIERA ROSA  
CHIEF PROBATION OFFICER

INTER-CON SECURITY SYSTEMS,  
INC.

By: \_\_\_\_\_

\_\_\_\_\_  
Name (Typed or Printed)

\_\_\_\_\_  
Title

APPROVED AS TO FORM:

DAWYN HARRISON  
COUNTY COUNSEL

By \_\_\_\_\_  
JASON C. CARNEVALE  
DEPUTY COUNTY COUNSEL

# STATEMENT OF WORK

## TABLE OF CONTENTS

<u>SECTION</u>	<u>TITLE</u>	<u>PAGE</u>
1.0	SCOPE OF WORK .....	65
2.0	SPECIFIC TASKS .....	65
3.0	QUALITY CONTROL PLAN .....	77
4.0	QUALITY ASSURANCE PLAN .....	78
5.0	DEFINITIONS .....	79
6.0	RESPONSIBILITIES .....	81
	<u>COUNTY</u> .....	81
6.1	Personnel .....	81
6.2	Furnished Items .....	82
	<u>CONTRACTOR</u> .....	83
6.3	Project Director .....	83
6.4	Personnel .....	83
6.5	Uniforms/Identification Badges .....	86
6.6	Materials and Equipment .....	88
6.7	Training .....	93
6.8	Reporting Requirements .....	96
6.9	Contractor's Office .....	104
7.0	HOURS/DAYS OF WORK .....	105
8.0	WORK SCHEDULES .....	105
9.0	UNSCHEDULED WORK .....	105
10.0	INTENTIONALLY OMITTED .....	105
11.0	GREEN INITIATIVES .....	105
12.0	PERFORMANCE REQUIREMENTS SUMMARY .....	105

## STATEMENT OF WORK (SOW)

### 1.0 SCOPE OF WORK

- 1.1 The Los Angeles County Probation's Department (Probation) is responsible for providing armed and unarmed security services at Los Padrinos Juvenile Hall and Barry J. Nidorf Juvenile Hall (hereinafter "Facilities") as referenced in Exhibit V (Contracted Probation Facilities) of this Contract.
- 1.2 Contractor will provide trained and certified, professional, courteous, uniformed, and equipped armed and unarmed Security Guards, twenty-four (24) hours a day, seven (7) days a week, including holidays, and Security Guard Supervisors for forty (40) hours per week, including holidays at the Facilities.
- 1.3 The number of Facilities may change during the term of the Contract, based on the operational and organizational requirements of the Facilities and/or the County. Specific Facilities may open or close and/or staffing levels may increase or decrease, thereby changing requirements. Contractor must have the flexibility and capability to provide varying numbers of Security Guards and Security Guard Supervisors to Facilities; therefore, in addition to the staffing required on Exhibit C (Minimum Staffing Plan) of this Contract, a minimum of five (5) percent additional contract personnel who are cleared, trained, certified, and equipped shall be available for deployment at any time by Contractor throughout the term of the Contract.

### 2.0 SPECIFIC TASKS

#### 2.1 Security Guard Duties

Contractor will provide background-cleared, certified, trained, uniformed and equipped, professional and courteous, armed and unarmed Security Guards, as needed by Probation. Security Guard duties will include, but not be limited to, the following duties:

- 2.1.1 Sign-in and sign-out each day using both an Electronic Post Confirmation System and a hard copy Security Guard Sign In/Out Sheet, provided by the Contractor and located at each Post. Guards will report to work on time and hold over on assigned duties until relieved.
- 2.1.2 Operate weapon screening equipment, including x-ray machine and magnetometers, both screen-operated and hand-held, if required.

- 2.1.3 Screen County employees, clients, visitors and/or other members of the public at designated entrances.
- 2.1.4 Ensure County employees present appropriate identification prior to being admitted to a Facility or a restricted area within a Facility.
- 2.1.5 Provide a uniformed presence to act as a deterrent to crime.
- 2.1.6 Provide information and assistance to the public as needed.
- 2.1.7 Cover an assignment at a fixed Post or patrol an area for the purpose of detecting and preventing individuals or groups from committing acts which are injurious to other individuals or to property.
- 2.1.8 Detain individuals for further investigation or arrest when circumstances and conditions warrant such action.
- 2.1.9 Intervene when necessary to prevent injurious acts to persons or property, conduct searches, as required, for firearms and contraband, and provide details on individuals for investigations, detention, or arrest.
- 2.1.10 Visually screen packages and parcels carried in and out of a Facility to secure against theft and prepare written records of contents. Ensure transmittal forms contain authorized signature to accompany materials and items being removed from the Facility.
- 2.1.11 Investigate questionable acts or behavior observed or reported on County property, and question witnesses and suspects to ascertain or verify facts.
- 2.1.12 Answer questions and provide escort services as duties permit, to members of the public or County employees.
- 2.1.13 Monitor the security of safe and secure areas within each Facility where equipment or items of value are stored.
- 2.1.14 Lock and unlock gates and doors as directed in Post Orders or by Facility Administrators.
- 2.1.15 Turn off and/or dim lights, and close window coverings at a Facility as directed in General Post Orders, Site-Specific Post Orders, or by Facility Administrator.

- 2.1.16 Ensure that only authorized personnel are permitted access to closed or restricted Facilities or areas and detain unidentified or unauthorized individuals. Visually inspect all persons, including County employees, for proper identification and require such individuals to sign in and sign out of a Facility, as required in General Post Orders, Site-Specific Post Orders or by Facility Administrator.
- 2.1.17 Raise and lower flags at designated times according to General Post Orders, Site-Specific Post Orders, or as directed by Facility Administrator.
- 2.1.18 Respond to reports of ill or injured visitors, or County employees; render first aid and notify local law enforcement and/or County personnel or Facility Administrator, as soon as practicably feasible if further assistance is necessary or desirable.
- 2.1.19 Relay reports of bomb threats immediately to local law enforcement, and/or County personnel, and/or Facility Administrators; participate in bomb searches organized by Facility Administrators or other law enforcement agency personnel.
- 2.1.20 Respond to the scene of locally activated fire, burglary, or other alarms, evaluate the situation, and take appropriate action.
- 2.1.21 Monitor building alarm systems and electronic surveillance equipment, such as closed-circuit television (CCTV) monitors, in buildings, halls, or parking lots, as required in General Post Orders, Site-Specific Post Orders, or as directed by Facility Administrators.
- 2.1.22 Utilize Contractor-provided radio equipment and possess knowledge of all appropriate codes to use during emergency and non-emergency situations. Contractor is required to provide all radios for Security Guards and at least one (1) radio for each Facility Administrator as specified in Paragraph 6.6.2.4 (Radios) of this SOW.
- 2.1.23 Conduct regular patrols of Facilities utilizing County issued motor tram(s) and/or Contractor issued vehicle(s), as requested by County, as required in General Post Orders, Site-Specific Post Orders, or as directed by Facility Administrator.
- 2.1.24 Possess knowledge of assigned Facility.

- 2.1.25 Monitor parking lots/garages as directed in General Post Orders, Site-Specific Post Orders, or as directed by Facility Administrator.
- 2.1.26 Understand and make use of procedures for reporting and/or correcting hazardous conditions. Report safety hazards, malfunctioning equipment, liquid spills, and other such matters to the appropriate Probation personnel and/or Facility administrator and/or emergency agency.
- 2.1.27 Properly maintain and safely handle all firearms and batons (armed Security Guards only).
  - 2.1.27.1 Security Guards must not store any firearms, firearm accessories, batons, ammunitions, or Sam/Sally Browne belts at any Facility where services under the Contract are being provided, unless specifically authorized, in writing, by County Program Manager. County will not be responsible for storage of Contractor firearms at any Facility.
  - 2.1.27.2 Security Guards must not remove firearms, batons, Sam/Sally Browne belts from their persons or leave such items unattended at any Facility, unless under extreme emergency or in a life-threatening situation, or unless specifically authorized, in writing, by County Program Manager.
  - 2.1.27.3 Firearms and batons must not be utilized as a measure of threat or intimidation but will be used only in life threatening or restraint situations.
  - 2.1.27.4 Armed Security Guards must not clean firearms at any Facility at any time.
  - 2.1.27.5 Armed Security Guards must not bring in, and must not use, unauthorized firearms, holsters, or ammunition at any Facility at any time.
  - 2.1.27.6 In the event of an incident involving serious misuse of authority or violation of firearm regulations by Security Guards or any Contractor employees, County Program Manager may proceed with and conduct an administrative investigation. Contractor will fully cooperate with County in any such situation, including, but not limited to, submitting documentation requested by County Program Manager, and allowing Contractor

employees to be interviewed at a Facility designated by the County Program Manager.

2.1.27.7 Contractor will maintain all firearms, ammunition, and accessories in good working condition.

2.1.27.8 Firearms and ammunition used by armed Security Guards will be subject to inspection by sworn County supervisory personnel at any time.

2.1.27.9 Armed Security Guards will adhere to regulations regarding proper use of firearms as set forth in California Penal Code sections 830.1 through 854.

2.1.28 Ensure safety and security are monitored twenty-four (24) hours a day, seven (7) days a week, three hundred and sixty-five (365) days a year.

2.2 Contractor will have the flexibility and capability to provide varying numbers of Security Guards and Security Guard Supervisors to Facilities; therefore, as specified in Paragraph 1.0 (Scope of Work) of this SOW, in addition to the staffing required on Exhibit C (Minimum Staffing Plan) of this Contract, a minimum of five (5) percent additional contract personnel who are background-cleared, trained, certified, and equipped must be available for deployment at any time by Contractor throughout the term of the Contract.

### 2.3 Security Guard General Performance Requirements

Security Guards and Security Guard Supervisors are required to perform the following general performance work requirements:

2.3.1 Security Guards and Security Guard Supervisors must not eat, read, or use personal radios, cellular telephones, televisions, any kind of electronic entertainment devices, Compact Disc players, mp3 or other sound file players, or cassette tape players at their Posts at any time.

2.3.2 Security Guards will be punctual, remain awake, alert, and attentive during their shifts, without exception.

2.3.3 Security Guards will report to work attired in full uniform as specified in Paragraph 6.5 (Uniforms/Identification Badges) of this SOW with all required equipment/accessories as specified in Paragraph 6.6.2.1 (Security Guard Equipment/Accessories) and Paragraph 6.6.2.2 (Armed Security Guard Equipment) of this

SOW, and with all materials and equipment as specified in Paragraph 6.6 (Materials and Equipment) of this SOW.

- 2.3.4 Security Guards must not remove or borrow items owned by County employees. Such items include, but are not limited to, radios, heaters, fans, etc.
- 2.3.5 Contractor is responsible for filling assigned Posts at all times according to the schedule set forth in Exhibit C (Minimum Staffing Plan) of this Contract. Security Guards must not leave their assigned Posts until properly relieved. Contractor will be responsible for payment of relief staff. County will not incur additional cost for any relief staff.
- 2.3.6 Security Guards and Security Guard Supervisors must not use any County telephones except for the purpose of making or receiving calls to or from their supervisors, emergency contacts, or County representatives.
- 2.3.7 Security Guards and Security Guard Supervisors will present a businesslike demeanor at all times. Excessive socializing with the public, County employees, or other Security Guards and/or Security Guard Supervisors during working hours is prohibited.
- 2.3.8 Security Guards will maintain their Post desk in a neat and presentable manner. Security Guards will have a good working knowledge of self-defense and lawful public restraint procedures.
- 2.3.9 Security Guards will react quickly and take command of emergent security incidents and use sound judgment and discretion in handling unruly members of the public.
- 2.3.10 Security Guards and Security Guard Supervisors, and other Contractor employees must not bring visitors, firearms (other than Security Guard or Contract-issued firearms), or contraband into Facilities.
- 2.3.11 Security Guards will follow all Federal, State and local laws that apply to the provision of 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 Probation's rules and regulations.

## 2.4 Security Guard Work Schedules/Deployment

Contractor will have discretion over the deployment of Security Guards and Security Guard Supervisors and shifts as long as service levels are met. Contractor will maintain a continuously updated deployment roster, which will be incorporated herein by this reference, and submit a copy upon request and during the quarterly performance evaluation meeting.

In the event that County requires additional service hours or service days due to temporary changes in workload or other urgent needs of the County, Contractor Project Director will work with County Program Manager to develop a plan to meet the new requirements and County will prepare an amendment in accordance with Paragraph 8.1 (Amendments) of the Contract.

## 2.5 Security Guard Supervisor

2.5.1 The Security Guard Supervisor duties will include, but will not be limited to, the following:

- 2.5.1.1 Provide direction and instruction to Post and/or patrolling Security Guards by making daily rounds of assigned Facilities and monitoring Security Guards' performance under this Contract.
- 2.5.1.2 Explain Post procedures which are outlined in General Post Orders and Site-Specific Post Orders to assigned Security Guards.
- 2.5.1.3 Immediately respond to on-site emergencies, providing support as needed.
- 2.5.1.4 Provide training to Security Guards under his/her supervision and ensure that each Security Guard fully understands the duties and services to be provided under this Contract, prior to Security Guard starting work as set forth throughout the Contract.
- 2.5.1.5 Be available for inspections from County personnel.
- 2.5.1.6 Be available to the Security Guards under his/her supervision at all times during the assigned shift.
- 2.5.1.7 Provide technical and administrative advice to Security Guards as appropriate.

- 2.5.1.8 Ensure that assigned Security Guard coverage is appropriate and adequate to meet Probation's requirements.
- 2.5.1.9 Inform subordinates of any deviations from acceptable practices and procedures, instruct Security Guards on the proper methods and procedures, and explain conditions in which deviations are permissible.
- 2.5.1.10 Respond to requests from Security Guards for assistance.
- 2.5.1.11 Have a thorough knowledge of radio usage and codes, and train Security Guards in these areas.
- 2.5.1.12 Conduct investigations of incidents and prepare a written memorandum or Security Incident Report (SIR) as appropriate.
- 2.5.1.13 Sign-in and sign-out at visited Facility. A Security Guard Supervisor shall sign in/out using both the Electronic Post Confirmation System and the hard copy sign-in/sign-out sheet, provided by the Contractor, to record each Facility visited.
- 2.5.1.14 Ensure all security and safety equipment is accounted for and maintained in good working order.
- 2.5.1.15 Conduct Security Guard inspections.
- 2.5.1.16 Ensure newly hired and/or newly assigned Security Guards are trained appropriately, and all related documentation is completed.
- 2.5.1.17 Act as liaison for security company, Los Angeles County Probation, and Facility; providing accurate, timely, and responsive verbal and written communications, and attending all safety-related meetings, as required.
- 2.5.1.18 Security Guard Supervisors will travel to their assigned Facility on a regular basis to work with their subordinates.

2.5.2 Open Post

- 2.5.2.1 Contractor will provide sufficient Security Guards and Security Guard Supervisors, including relief for

breaks and meal periods where necessary, to ensure there are no Open Posts at any time.

2.5.2.2 The Security Guard Supervisor coverage will be provided for all Facilities, according to County's staffing plan requirements set forth in Exhibit C (Minimum Staffing Plan) of this Contract, and the required ratio of one (1) Security Guard Supervisor for ten (10) Security Guards will be maintained at all times.

2.5.2.3 County will view any Open Post as a serious breach of Contract performance. More than three (3) instances of an Open Post in a Facility within a thirty (30) calendar day period or three (3) consecutive days of an Open Post will subject Contractor to significant additional assessments, liquidated damages, and/or possible forfeiture of Post, termination of the Contract and/or debarment.

2.5.2.4 Security Guards will be responsible for reporting absences to the Security Guard Supervisor. The Security Guard Supervisor will report to County Program Manager the day before a planned absence or within one (1) hour of Security Guard work reporting time for unplanned absences. Upon reporting unplanned absences, Contractor will deploy a replacement Security Guard (billed at Security Guard rate if replacing a Security Guard) to the Facility immediately to ensure Post coverage at all times.

2.5.2.5 In the event that a Security Guard must leave during the workday, Contractor will send a replacement Security Guard within one (1) hour or less of the Security Guards' absence, with the replacement Security Guard completing the remaining work schedule.

### 2.5.3 Unscheduled Work Due to Security Incident

2.5.3.1 When a condition exists wherein there is imminent danger of injury to the public or damage to property, Security Guard will control the situation and intervene, as appropriate, to prevent injurious acts to persons or property. As soon as it is safe to do so, Security Guard will notify Security Guard Supervisor and/or Contractor Project Director of the incident. The Security Guard Supervisor will contact the County Program Manager or

Facility Administrator at the Facility to advise them of the situation and request approval and/or direction before allowing Security Guard to begin or continue work under the Contract. County will provide verbal authorization for additional service hours and/or additional contract personnel, if necessary. County will follow verbal authorization with an email approving additional services to the Security Guard Supervisor and/or Contractor Project Director who will provide direction to the Security Guard. Contractor will proceed diligently to work within the approved service hours.

2.5.3.2 All authorized unscheduled work due to security incidents will commence as specified by County Program Manager Facility Administrator.

2.5.3.3 County reserves the right to use County staff to perform unscheduled work due to security incidents.

#### 2.5.4 Security Guard and Security Guard Supervisor Overtime

Contractor will comply with all applicable provisions of the Federal Fair Labor Standards Act regarding payment of overtime, consistent with Paragraph 8.19 (Fair Labor Standards) of the Contract. As specified in Exhibit U (Performance Requirements Summary Chart) of this Contract, County may impose an assessment against Contractor for failure by Contractor to observe this requirement. County may report Contractor's non-compliance with the California Labor Code to the California Labor Commissioner.

2.5.4.1 Contractor will monitor and ensure that each of its Security Guards and Security Guard Supervisors work no more than twenty-four (24) hours per week of overtime on any County assignment. County will only pay for the overtime specified in Exhibit C (Minimum Staffing Plan) of this Contract. Contractor will be compensated at the overtime rate of one and a half (1.5) times the hourly labor rate only for those overtime hours that are required by County and considered by County to be overtime on a County assignment at a Facility under the Agreement as set forth in Exhibit C (Minimum Staffing Plan) of this Contract. County Project Manager will have the authority to deny overtime that is not specified in Exhibit C (Minimum Staffing Plan) of this Contract. Overtime that is not specified in Exhibit C (Minimum Staffing Plan) of this

Contract, and/or not approved by County Project Manager will be paid at the straight time rate by County.

- 2.5.4.2 Contractor will monitor the number of hours worked by each assigned Security Guard and Security Guard Supervisor working 40 hours per-week for Contractor under the Contract to ensure that outside employment does not exceed 24 hours per-week. Failure to monitor outside employment requirements may result in County-imposed assessments against Contractor. If non-compliance persists, County may terminate or suspend the Contract at any time at its sole discretion.
- 2.5.4.3 Contractor will monitor the number of hours worked by Guards and Security Guard Supervisors who are engaged in full-time employment (40 hours per-week) by another employer, and who are employed by Contractor as a “second job” to ensure that such employees are limited to 24 hours per-week of work under the Contract.
- 2.5.4.4 County may impose an assessment of one hundred dollars (\$100) per occurrence against Contractor for failure to observe the requirements as specified in Paragraphs 2.5.4.1 and 2.5.4.2 above and in Exhibit U (Performance Requirements Summary Chart) of this Contract.
- 2.5.4.5 Contractor will pay Security Guards and Security Guard Supervisors (other than those with an alternate work schedule) who have worked in excess of eight (8) hours per day, at the compensation rate of one and a half (1.5) times their hourly labor rate for such work in excess of eight (8) hours per calendar day, or as required by law. County will only pay for the overtime specified in Exhibit C (Minimum Staffing Plan) of this Contract. Payment for any unspecified overtime shall be the Contractor’s responsibility.
- 2.5.4.6 County will not pay overtime for any Security Guard or Security Guard Supervisor who has worked a full shift at another Post and is brought in to cover a County assignment, such as when a Security Guard has called in sick.

### 2.5.5 Services in Emergency Situations

In the event of an "emergency situation," Contractor will continue to provide services under the Contract. Notifications for "emergency situations" will be the same as stated in Subparagraph 2.5.5.1 of this SOW. An "emergency situation" includes, but is not limited to, fire, flood, earthquake, civil disturbance and other natural or manmade disasters. County Program Manager Facility Administrator will determine if a particular situation constitutes an "emergency situation" as specified in this Paragraph 2.5.5 (Services in Emergency Situations) and will determine the extent to which services will be provided. Contractor will provide adequate staffing to ensure continued services to the extent determined by County.

2.5.5.1 Emergent Service Requests will be made by the County, either verbally or in writing to the Contractor, prior to the requested start of services.

### 2.5.6 Holidays

When twenty-four (24) hour/seven (7) day a week coverage is required at specified Facilities, Contractor will be required to provide services on County recognized holidays.

2.5.6.1 Contractor will be paid by County at the overtime rate of one and a half (1.5) times the hourly labor rate for Security Guard and Security Guard Supervisor hours required on dates that are recognized by both County and Contractor as holidays.

2.5.6.2 Holiday dates will vary from year to year. County Project Manager shall provide Contractor with a list of County-recognized holidays upon request by Contractor. Contractor shall provide County Project Manager with a list of Contractor-recognized holidays for the following calendar year as soon as they become known.

## 2.6 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 a Security Guard or Security Guard Supervisor is called upon as a witness for a job-related incident, County will reimburse Contractor as set forth in Paragraph 5.5.6.1 (Payment for Court Appearances and/or County Investigations) of the Contract for the

court appearance or investigation interview, based on review and approval by County Program Manager.

### 2.7 Bilingual Staffing Plan

Contractor will establish a bilingual staffing plan that provides bilingual staffing (defined as speaking English and at least one additional language) to meet the needs of each Post as evaluated and required by County.

### 2.8 Addition/Deletion of Facilities

County will have the right to (1) add and/or delete specific Facilities; and (2) add, delete, reduce, or change specific tasks and/or work hours for any and all shifts, during the term of the Contract, in accordance with Paragraph 8.1 (Amendments) of the Contract.

## **3.0 QUALITY CONTROL PLAN**

The Contractor will establish and maintain a Quality Control Plan to ensure that the terms of the Contract are met. A copy must be provided as changes occur. The original plan and any future amendments are subject to County review and approval, and will include, but are not limited to, the following:

- 3.1 An inspection system covering all the services listed on Exhibit U (Performance Requirements Summary Chart) of this Contract. It must specify the activities to be inspected on a scheduled or unscheduled basis, how often inspections will be accomplished, and the title of the individual(s) who will perform the inspection.
- 3.2 The methods for identifying and preventing deficiencies in the quality of service performed before the level of performance becomes unacceptable.
- 3.3 A file of all inspections conducted by the Contractor and, if necessary, the corrective action taken. This documentation will be made available as requested by County during the term of the Contract as set forth in Contract, Paragraph 8.38 (Record Retention and Inspection-Audit Settlement) of the Contract.
- 3.4 The methods for ensuring uninterrupted service to the County in the event of a strike of the County's or the Contractor's employees or any other unusual occurrence (i.e., power loss or natural disaster) which would result in the Contractor's inability to perform the terms of the Contract.
- 3.5 The methods to ensure confidentiality of participant records and information while in the care of the Contractor's employees.

- 3.6 The methods to maintain security of records and prevent the loss or destruction of data.

#### **4.0 QUALITY ASSURANCE PLAN**

The County or its agent will evaluate the Contractor's performance under this Contract on an annual basis. Such evaluation will include assessing the Contractor's compliance with all the Contract terms and performance standards. Any deficiencies which the County determines are severe, continuing, and that may place performance of the Contract in jeopardy, will be reported to the Board of Supervisors. The report will include all remedial action taken by the County and the Contractor. If the Contractor fails to implement appropriate remedial action, the County may terminate this Contract or impose other penalties as specified in this Contract.

The County will evaluate the Contractor's performance under this Contract using the quality assurance procedures specified in Exhibit U (Performance Requirements Summary Chart) of this Contract or other such procedures as may be necessary to ascertain Contractor's compliance with this Contract.

##### **4.1 Performance Evaluation Meetings**

The County's Program Manager may meet weekly with the Contractor's Project Director during the first three (3) months of the Contract if the County's Program Manager determines it necessary. However, a meeting will be held whenever a Contract Discrepancy Report (CDR) is issued. A mutual effort will be made to resolve all problems identified.

- 4.2 After the first three (3) months of operation, regular performance evaluation meetings will be held monthly in accordance with a mutually agreed upon schedule, or as required by the County.

- 4.3 The County will have the right to remove any Contractor personnel under this Contract, who are deemed unsatisfactory in the sole judgement of the County's Program Manager. The Contractor personnel will be removed and replaced by the Contractor within twenty-four (24) hours at the request of the County's Program Manager.

##### **4.4 Contract Discrepancy Report**

Verbal notification of a Contract discrepancy will be made to the Contractor's Project Director whenever a Contract discrepancy is identified. The problem shall be resolved within a time mutually agreed upon by the County and the Contractor.

The County's Program Manager will determine whether a formal CDR will be issued as referenced in Exhibit S (Contract Discrepancy Report) of this Contract. Upon receipt of a CDR, the Contractor is required to respond in writing to the County's Program Manager within five (5) Business Days, acknowledging the reported discrepancies and presenting rebuttal evidence, if applicable. The Contractor will submit a remedial plan to correct all deficiencies identified in the CDR to the County's Program Manager within ten (10) business days of receipt of the CDR.

#### 4.5 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.

#### 4.6 Review of Inspection Reports

On a monthly basis after Contractor begins providing services, Contractor will submit to County Program Manager, Contractor's scheduled and unscheduled inspection reports as specified in Paragraph 6.8 (Reporting Requirements) of this SOW. The inspection reports will include: a) date of inspection, b) problem(s) identified, c) corrective action taken, and d) time elapsed between identification of a problem and corrective action completed. County Program Manager will review all reports to ensure that County's requirements are being met.

### 5.0 DEFINITIONS

5.1 Acceptable Quality Level Standard (AQLS) – A measure to express the variance from a standard before the County can apply damages as specified in Exhibit U (Performance Requirements Summary Chart). An AQLS does not imply that the Contractor performed in a substandard way. It is required that the Contractor correct all defects whenever possible. A variance from AQLS can result in a credit to the County against the monthly charge for the Contractor's services.

5.2 Business Day – Monday through Friday, 8:00 a.m. to 5:00 p.m. Pacific Time (PT), not including any County holidays.

5.3 Contract Discrepancy Report (CDR) – A report prepared by the County's Program Manager to inform the Contractor of substandard service.

5.4 Contract Start Date – The date the Contractor begins work in accord with the terms of the Contract.

- 5.5 Contractor's Project Director – Refer to Section 6.3 (Project Director) of Exhibit A (Statement of Work).
- 5.6 County's Contract Manager – Person designated by the County with actual and apparent authority on contractual and/or administrative matters relating to this Contract.
- 5.7 County's Contract Monitor – Person who monitors the Contract and provides reports to the County's Contract Manager and County's Program Manager.
- 5.8 County's Program Manager – Person designated by the County to manage the operations under this Contract.
- 5.9 Electronic Post Confirmation System - The automated check-in system which verifies Posts are staffed and alerts a Contractor dispatcher when a Security Guard or Supervisor has not reported for duty. Data from the system is then used to create Contractor's invoice for services.
- 5.10 Facility Administrator - The person designated by County with the responsibility to oversee the day-to-day operations of a Facility.
- 5.11 General Post Order - Proprietary documents written by the County that clearly outline duties, responsibilities, and expectations of all Security Guards and Supervisors.
- 5.12 Liquidated Damages – The monetary amount deducted from the Contractor's payment due to non-compliance with the Contract and/or substandard performance.
- 5.13 Monthly Inspection Report or MIR - A Contractor form used to document services provided, problems identified, and corrective actions taken by Contractor.
- 5.14 Open Post - Any Post left unmanned for any period of time, including breaks and meal periods.
- 5.15 Performance Requirements Summary (PRS) - The statement that identifies the key performance indicators of the Contract which will be evaluated by the County to ensure Contract performance standards are met.
- 5.16 Post - A Security Guard or Supervisor assignment within a Facility.
- 5.17 Post Orders - Proprietary documents created, issued, and maintained by Probation, which include General Post Orders and Site-Specific Post Orders.

- 5.18 Quality Control Plan – All necessary measures taken by the Contractor to assure that the quality of service meets the Contract requirements regarding security, accuracy, timeliness, appearance, completeness, consistency and conformity to the requirements set forth in the SOW.
- 5.19 Security Guard(s) - A person(s) designated by Contractor that is an employee of the Contractor and that is assigned to perform armed or unarmed security guard duties as set forth in this Contract, including Exhibit A (Statement of Work).
- 5.20 Security Guard Daily Activity Report or DAR - A Contractor form used by Security Guards to log events throughout the day at their assigned Facility.
- 5.21 Security Guard Sign In/Out Sheet - A Contractor form used by Security Guards to sign in and out of their assigned Facility on a daily basis.
- 5.22 Security Incident Report or SIR - A Contractor form used to report significant security incidents.
- 5.23 Site-Specific Post Orders - Documents written by the County that clearly outline duties, responsibilities, and expectations of Security Guards and Supervisor, specific to either a Facility, or a particular assignment.
- 5.24 Training File - A Contractor file developed as specified in Paragraph 6.8.10.1 (Security Guard and Supervisor Training File) of Exhibit A (Statement of Work).

## 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 directions 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 County will furnish non-exclusive office or other space at County facilities where Contractor services are being provided for use by Contractor. County will repair and/or replace County provided furniture and equipment due to normal wear and tear. County may inspect, demand return of, and otherwise have a right to enter and search such property in accordance with existing County policies and practices.
- 6.2.2 Upon termination of the Contract, all County-furnished equipment will be returned to County in good operating condition, less reasonable wear and tear.
- 6.2.3 Contractor personnel will sign in and sign out for all County-furnished equipment, such as keys and radios, when reporting for duty and at the end of the work shift.
- 6.2.4 Contractor Project Director will report any improperly working or defective County-furnished equipment to County Program Manager through a written memorandum within twenty-four (24) hours of Contractor's knowledge of the problem or defect.
- 6.2.5 The following is a list of forms or logs that are applicable to the requirements for implementation of this SOW that will be provided to the Contractor, by County Program Manager, prior to commencement of work under the Contract.

### 6.2.5.1 Post Orders: County Forms

Post Orders are proprietary documents created, issued, and maintained by Probation. General Post Orders apply to all Facilities. Site-Specific Post Orders are unique to the requirements of the Facility or the Post to which they apply. Both General Post Orders and Site-Specific Post Orders are to be followed by Contractor completely and at all times.

### 6.2.5.2 Contract Discrepancy Report: County Form

Exhibit S – (Contract Discrepancy Report (CDR)) of this Contract.

## **CONTRACTOR**

### 6.3 Project Director

- 6.3.1 The Contractor will provide its own fulltime officer or employee as the Project Director. The Project Director/authorized agent will be available for telephone contact between 8:00 a.m. and 5:00 p.m. PT, Monday through Friday, excluding County holidays. The Project Director will provide management and coordination of this Contract and will act as the sole contact person with the County.
- 6.3.2 When the Contract work is being performed at times other than described above or when the Project Director cannot be present, and with prior approval of the County's Program Manager, an equally responsible agent will be designated to act as the Project Director.
- 6.3.3 Project Director will have a minimum of two (2) years' experience within the last five (5) years in the management and operations of security guard services or similar scope.
- 6.3.4 The Project Director/authorized agent will have actual and apparent authority to act for the Contractor on all matters relating to the daily operation of the Contract. The Project Director/authorized agent will effectively speak and write in English.
- 6.3.5 The Project Director will be available between 8:00 a.m. to 5:00 p.m. PT, Monday through Friday excluding County holidays, to meet with County personnel designated by the County to discuss problem areas.
- 6.3.6 The County will have exclusive right to review and approve the Project Director. The County will have the exclusive right to remove the Project Director and any replacement recommended by the Contractor.

### 6.4 Personnel

#### 6.4.1 Security Guard Supervisor

##### 6.4.1.1 Requirements

Security Guard Supervisor will have a minimum of five (5) years' experience.

## 6.4.2 Security Guard

### 6.4.2.1 Requirements

Security Guard will have a minimum of three (3) years of prior peace officer experience from a Federal, state, county, or local law enforcement agency –AND– Completion of Peace Officer Standards and Training (POST) academy or completion of a Federal, state, county, or local law enforcement training academy with a verifiable certificate or transcript –AND– A current, valid California Guard Card –AND– A current, valid California Exposed Firearm Permit.

## 6.4.3 Certifications

6.4.3.1 Security guards will obtain and keep current the following certifications:

### 6.4.3.1.1 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).

### 6.4.3.1.2 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.

### 6.4.3.1.3 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).

### 6.4.3.1.4 Baton Permit Issued by BSIS

Include copy of baton permit issued by BSIS.

6.4.3.1.5 Certificate of Training: BSIS Certified Course in Baton Training (4 hours)

Include copy of POST certification in baton, according to Paragraph 6.8.10.2.5 of this SOW. All licensees/registrants holding a baton permit may carry any type of baton on the job, as long as he or she is proficient in the use of the specific type of baton.

6.4.3.1.6 California Firearm Qualification Card (armed Security Guards only)

Include copy of current California Firearm Qualification Card.

6.4.3.1.7 California Firearm Permit (armed Security Guards only)

Include copy of current California Firearm Permit.

6.4.3.1.8 BSIS Certified Course in Firearms Training (8 hours)

Include copy of current BSIS Certified Course in Firearms Training.

6.4.3.1.9 Pepper Spray Permit

Include copy of permit to carry ten percent (10%) solution of oleoresin capsicum (pepper spray).

6.4.3.1.10 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.

6.4.3.2 Contractor will provide upon County Program Manager's request, all certifications of Contractor's staff.

6.4.4 All personnel must be able to read, write, spell, speak, and understand English.

6.4.5 The County has the exclusive right to approve or disapprove all of the Contractor's staff who perform work hereunder and any proposed changes to the Contractor's staff. The Contractor will immediately remove and replace any employee from work on this

Contract within twenty-four (24) hours after a request by the County's Contract Manager.

- 6.4.6 The County reserves the exclusive right to have the County's Program Manager or designated agent, interview any or all prospective employees of the Contractor.
- 6.4.7 The Contractor will be required to conduct a background check of all employees and agents as set forth in Paragraph 7.5 (Background and Security Investigations) of the Contract.
- 6.4.8 The Contractor will provide the County's Program Manager with a current list of employees and keep this list updated during the contract period.
- 6.4.9 The Contractor will have alternate staff that successfully passed background clearances pursuant to Paragraph 7.5 (Background and Security Investigations) of the Contract.
- 6.4.10 The Contractor will not employ any person under the age of twenty-one (21) years unless the Contractor receives written approval by the County.

## **6.5 Uniforms/Identification Badges**

### **6.5.1 Security Guard Uniforms**

- 6.5.1.1 Contractor will ensure that all on-duty Security Guards wear Probation approved uniforms.
- 6.5.1.2 Contractor will provide, at Contractor expense and at no cost to Contractor employee or to the County, to all employees providing services under the Contract with a Probation approved uniform. Uniforms will be tailored for the particular employee. Uniforms will be the same for all assigned Security Guards unless an exception is required or approved by the County Program Manager.
- 6.5.1.3 Contractor will obtain written approval for uniform(s) and other related attire from County Program Manager at least ten (10) calendar days prior to commencing work under the Contract.
- 6.5.1.4 Security Guard uniforms will consist of the following items, unless an exception is required or approved in writing by Probation:

- 6.5.1.4.1 Trouser – Navy or Black
- 6.5.1.4.2 Shirt/blouse – White or Gray
- 6.5.1.4.3 Alternate Shirt – Black or White Polo (as requested and approved by County)
- 6.5.1.4.4 Belt – Solid Black, basket weave
- 6.5.1.4.5 Tie – Solid Black (as needed)
- 6.5.1.4.6 Tie bar – Gold in color (as needed)
- 6.5.1.4.7 Socks – Solid Black or Navy Blue
- 6.5.1.4.8 Shoes – Solid Black, leather, Military Type (low laced, plain toed oxfords, with smooth finish)
- 6.5.1.4.9 Shoulder patches, as required by California Business and Professions Code 7582.26(f), on both arms of uniform shirt/blouse and jacket
- 6.5.1.4.10 Rain gear (as needed)
- 6.5.1.4.11 Name Tags
- 6.5.1.4.12 Jacket, with appropriate shoulder patches, as appropriate to weather conditions – Navy or Black (as needed)
- 6.5.1.4.13 Photo Identification Badge, with name, to be in the immediate possession of employee, and not visibly worn while on duty.

6.5.1.5 Security Guard uniforms will always be clean and neatly pressed.

## 6.5.2 Security Guard Supervisors Attire

Security Guard Supervisors will wear business attire during hours worked under this Contract.

## 6.5.3 Identification Cards

6.5.3.1 Contractor will issue a photo identification card, to each employee before assigning the employee to work in any Facility. Contractor identification card is subject to County Program Manager approval and will contain a graphic of the appropriate badge, Contractor name, and at least the following identifying information and specifications:

- 6.5.3.1.1 Recent photograph of the employee (within last five (5) years).

- 6.5.3.1.2 Full name of employee, employee number, and title.
- 6.5.3.1.3 Card should note: Los Angeles County Probation's Contracted Employee.
- 6.5.3.1.4 Signature of employee and approving authority.
- 6.5.3.1.5 Height, eye color, and hair color of the employee.
- 6.5.3.1.6 The card should be numbered by the issuing employer.
- 6.5.3.1.7 The card may contain medical information (e.g. blood type) if that information is supported by competent medical documentation.
- 6.5.3.1.8 The card should be approximately 3 ½ inches wide by 2 ½ inches high.
- 6.5.3.1.9 The card should indicate the date issued and any expiration date established by the issuing employer.
- 6.5.3.1.10 The completed card must be laminated securely both front and back.

## **6.6 Materials and Equipment**

### **6.6.1 Probation Trams**

Trams may be provided by Probation for use at the facilities and as determined by County's Program Manager.

6.6.1.1 County may provide trams for Contractor's relief personnel to enable them to provide relief, make their rounds of inspections, conduct random site visits, and fulfill relief responsibilities. All tram(s) must be returned to the County in the same condition as received, less consideration for normal wear and tear.

6.6.1.2 The Contractor will reimburse the County, at a reasonable cost to be determined by the County Program Manager, for broken or in-operable Probation tram(s) at the close of the Contract or the County may offset said cost against any monies due to the Contractor from the County.

6.6.2 Contractor's materials and equipment will be provided by the Contractor, at Contractor expense and at no cost to Contractor employee or to the County. The purchase and maintenance of all

materials/equipment to provide the required services is the responsibility of Contractor. Contractor will ensure all materials and equipment are available and that equipment is clean, well maintained, in good operating condition, neat and professional in appearance, meets manufacturer standards, is safe for the environment, and is safe for use by the employee.

#### 6.6.2.1 Security Guard Equipment/Accessories

All armed and unarmed Security Guards (including relief, as required) will be equipped by the Contractor, at Contractor's expense and at no cost to Contractor employee or to the County, with at least the following equipment/accessories:

- 6.6.2.1.1 Current California Guard Registration Card
- 6.6.2.1.2 Sam/Sally Browne (gun belt)
- 6.6.2.1.3 One (1) Handcuff case
- 6.6.2.1.4 One (1) set Handcuffs plus key
- 6.6.2.1.5 Four (4) keepers
- 6.6.2.1.6 One (1) Key Snap
- 6.6.2.1.7 One (1) heavy-duty 3-cell flashlight approved by County, or approved alternate, with batteries
- 6.6.2.1.8 One (1) radio holder/pouch
- 6.6.2.1.9 Badge, to be worn on the upper left breast of the uniform
- 6.6.2.1.10 Side Handle Baton with Baton Ring or Collapsible Side Handle Baton with Baton Ring. Handler, 12", or the ASP (24" or 26") expandable straight stick
- 6.6.2.1.11 Valid and current permit for Baton
- 6.6.2.1.12 Pepper spray (10% solution of oleoresin capsicum in a 1.47 oz. container and carried in holster)
- 6.6.2.1.13 Contractor shall be responsible for the maintenance of all Contractor-furnished Security Guard equipment/ accessories.

### 6.6.2.2 Armed Security Guard Equipment

All armed Security Guard equipment/accessories will be provided by the Contractor, at Contractor expense and at no cost to Contractor employee or to the County.

### 6.6.2.3 Armed Security Guards will be equipped with all items listed in Paragraph 6.6.2.1 (Security Guard Equipment/Accessories) of this SOW, plus:

6.6.2.3.1 Valid and current firearms permit indicating the specific firearm issued.

6.6.2.3.2 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.

6.6.2.3.3 Ammunition pouch and speedy loaders.

6.6.2.3.4 .38 caliber, either Winchester 110-grain +P+ or Spear 125-grain +P, semi-jacketed, hollow point or Remington.38 Special plus P hollow points 128-grain or Winchester.

6.6.2.3.5 Round Ball full jacket bullets in accordance with the following:

6.6.2.3.5.1 Must be factory loaded

6.6.2.3.5.2 A minimum of 12 additional rounds must be carried for the handgun

6.6.2.3.5.3 The ammunition is to be replaced annually

6.6.2.3.5.4 Must be approved by the Probation's Range staff

6.6.2.3.6 Contractor will be responsible for the maintenance of all Contractor-furnished armed Security Guard equipment/ accessories.

### 6.6.2.4 Radios

Contractor will provide hand-held radios, desktop radio(s), batteries, supplies, and maintenance for radios, as follows:

- 6.6.2.4.1 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 Facilities or building and grounds of the Facility without interruption and follow all FCC regulations.
- 6.6.2.4.2 Contractor will provide one (1) hand-held radio for each Contractor personnel, designated Probation personnel, and one or more facility administration personnel, as required.
- 6.6.2.4.3 Contractor will provide a sufficient number of batteries to provide a fully-charged battery and a fully operational radio for each Security Guard and each Security Guard Supervisor on each shift at Facilities designated as requiring twenty-four (24) hour and/or sixteen (16) hour coverage.
- 6.6.2.4.4 Contractor will provide one (1) desktop radio (dependent on Facility) for Probation personnel as required by County.
- 6.6.2.4.5 Contractor will provide one (1) hand-held radio for the designated Probation personnel as required.
- 6.6.2.4.6 Contractor will provide regular maintenance, repair and/or replacement for radio equipment as needed.

### 6.6.3 Electronic Post Confirmation System

Contractor will utilize a check-in/check-out Electronic Post Confirmation System, in addition to actual hard copy sign-in/sign-out sheets, for Security Guard(s) and Security Guard Supervisor(s) assigned to work at all Facilities. The Electronic Post Confirmation System will have the ability to generate a report that shows check-in/out times and hours worked. The report will be used to generate monthly invoices to be submitted to County along with hard copy sign-in/sign-out sheets. Contractor will provide and

maintain such Electronic Post Confirmation System at no cost to County.

#### 6.6.4 Contractor Vehicle(s)

All vehicles will be provided by the Contractor, at Contractor expense and at no cost to Contractor employee or to the County.

6.6.4.1 Contractor will provide vehicle(s) for Security Guards to make their rounds of inspections, conduct random site visits, and any other request made by Probation.

6.6.4.2 Contractor will provide vehicle(s) to Security Guard personnel to use vehicles to perform their assigned duties.

6.6.4.3 Contractor vehicles will be clearly identified and must be well maintained and kept clean at all times.

6.6.4.4 Contractor provided vehicle(s) will be as follows:

6.6.4.4.1 Less than five (5) years old

6.6.4.4.2 In good condition/repair with no visible damages

6.6.4.4.3 Properly marked with company name and logo

6.6.4.4.4 Suitable for parking lot patrol

6.6.4.4.5 Have yellow light bar affixed to roof / Amber Light

6.6.4.4.6 Vehicle will have the following items:

6.6.4.4.6.1 First aid kit

6.6.4.4.6.2 5 lbs. ABC type fire extinguisher

6.6.4.4.6.3 Hand-held or vehicle spotlight

6.6.4.4.6.4 Traffic cones

6.6.4.4.6.5 Flares

6.6.4.4.6.6 Yellow scene management (banner guard type) tape.

6.6.4.4.7 Tires will be in good condition at all times.

6.6.4.5 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 Security Guards and Contractor staff providing services under the Contract. All vehicles must be in safe operating condition in compliance with all California Vehicle Code regulations.

6.6.4.6 County may conduct periodic inspections of all Contractor vehicle(s) used to provide services under the Contract.

## **6.7 Training**

### **6.7.1 Security Guard Training Requirements**

Contractor will be responsible for the training of its Security Guards and must bear all such expenses.

6.7.1.1 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 armed Security Guards.

6.7.1.2 County may audit Contractor's training classes and/or inspect employee training records at County Program Manager's discretion.

6.7.1.3 Contractor will submit to County Program Manager, ten (10) Business Days prior to commencing work under the Contract, a report of the training courses completed by Security Guards assigned to provide services under the Contract. This report will include a roster of Security Guards attended, as well as a schedule of ongoing training and future training requirements for employees as specified in Paragraph 6.8 (Reporting Requirements) of this SOW.

6.7.1.4 Training of Security Guards for weapon screen/magnetometer shall be provided by Contractor, as required, on County property.

### **6.7.1.5 Training Requirements**

6.7.1.5.1 Contractor will ensure the provision of required training for all Security Guards, as required by sections 7581, 7583.6, and 7583.7 of the California Business and Professions Code, pursuant to the requirements of the California Department of Consumer Affairs (DCA) BSIS,

the needs of Probation, and any specific requirements of the assignment, including onsite, specialized, annual and/or continuing education Contractor.

6.7.1.5.2 Contractor will ensure that Security Guards understand their roles and responsibilities under the Contract to (1) intervene to prevent injurious acts to persons and property, (2) provide a uniformed presence as a deterrent to crime, (3) know the content and Facility of Post Orders, (4) understand their role and responsibilities at the specific Facility, and (5) provide a professional and courteous demeanor to County clients, employees, and other Security Guards.

6.7.1.5.3 Contractor will work closely with Probation during the term of the Contract to ensure the Contractor training plan, as required in Paragraph 6.7 (Training) of this SOW, meets or exceeds training requirements set forth herein.

6.7.1.5.4 For each course, or series of courses, the institution or company providing the training will issue a certificate of completion to the Security Guard. It is the responsibility of Contractor to ensure certificates of completion are maintained in the Training File of each Security Guard.

#### 6.7.1.6 Training Course Requirements

Training required under the Contract includes, but is not limited to, (1) Skills Training Course for Security Guards, provided by the Contractor to meet State and County requirements, (2) onsite training provided by Contractor on Security personnel's first day of work to orient Security Guard to the assigned Facility, Post, equipment, and/or procedures, (3) Contractor provided training to meet the regulatory requirements and/or policies of the specific Facility or Post, (4) Specialized Orientation County-provided when required by the particular Facility, and (5) annual Contractor provided continuing education, supported by the Contractor's evaluation of licensed

Security Guard's requirements of the site and/or regulatory or license requirements.

6.7.1.7 Contractor will ensure all Security Guards are trained in their assigned tasks and in the safe handling of equipment. All equipment will be checked by the user daily for safety. All Security Guards trained in the use of, safety and protective equipment by Contractor according to OSHA standards.

6.7.1.8 Firearms Training

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), consistent with Paragraph 6.7.1.1 of this SOW. Firearms training is required for all armed Security Guards.

6.7.1.9 Firearms Qualifications

Contractor will require all armed Security 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 Program Manager, upon request.

6.7.1.10 Weapon Screening, Magnetometer, and X-ray Machine Training

6.7.1.10.1 Contractor will provide weapon screening, magnetometer, and X-ray machine training to Security Guards located at Facilities having such equipment. Such training must be provided at the time Security Guard are assigned to the Post.

6.7.1.10.2 Contractor will provide a training certificate which certifies that Security Guard are competent in equipment use. Elective Courses Required to be Provided Onsite by Contractor On Guard's First Work Day.

## 6.8 Reporting Requirements

Contractor and/or Contractor employees will prepare, submit, and maintain documents and reports pursuant to the Contract, including this SOW. Contractor will submit documents at the frequency specified in the Contract, including this SOW.

### 6.8.1 Monthly Inspection Report

A Monthly Inspection Report (MIR) is to be completed by the tenth (10<sup>th</sup>) calendar day of each month for each Facility for which services were provided, according to Exhibit C (Minimum Staffing Plan) of this Contract, which will provide full details on all services provided, 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 shall be provided. A complete record of all MIRs conducted by Contractor will be made available upon request by County. Contractor will maintain all MIR records and reports for five (5) years following termination of the Contract.

### 6.8.2 Recruitment Plan

Contractor shall inform Probation of how they intend to recruit and maintain a pool of additional personnel (as described in Paragraph 1.3 (Scope of Work) of this SOW) to provide services under the Contract by providing to County Program Manager a detailed recruitment plan at least ten (10) calendar days prior to commencing work under the Contract and make changes as recommended by Probation.

### 6.8.3 Procedural Manual

Contractor will develop and provide a procedural manual describing how Contractor will inform their employees of procedural changes made by Probation to its employees, at least ten (10) Business Days prior to commencing work under the Contract.

### 6.8.4 Background Investigation Clearance Report

Contractor will forward a Background Investigation Clearance Report to County Program Manager by the tenth (10<sup>th</sup>) calendar day of each month. The Background Investigation Clearance Report will include employee name, Facility, guard registration card number (if applicable), and date background cleared by Contractor.

#### 6.8.5 Complaint Investigation Procedures

Within ten (10) Business Days prior to commencing work under the Contract, Contractor will develop, maintain, and follow procedures for receiving, investigating and responding to complaints by Security Guards, Security Guard Supervisors, members of the public, and/or County personnel as set forth in Paragraph 8.5 (Complaints) of the Contract.

#### 6.8.6 Firearms List

6.8.6.1 For every armed Security Guard performing services under the Contract, Contractor will provide a list of firearms to County Program Manager, with the make, manufacturer, and serial number of each armed Security Guard's firearm. The firearms list will be provided prior to an armed Security Guard being assigned to a Facility. Contractor is responsible for providing an updated list when changes occur.

6.8.6.2 Contractor will be responsible for keeping the firearms list up-to-date, adding or deleting personnel, and noting other changes as appropriate. Contractor will provide County Program Manager with updated firearms list upon request.

6.8.6.3 County Program Manager will verify the firearms list on at least an annual basis during the term of the Contract to make sure that the firearms list is current and accurate.

#### 6.8.7 Security Incident Report: Contractor Form

Security Incident Report (SIR) is used by Contractor to report significant security incidents, including, but not limited to, incidents involving: any use of force, detention of an individual pursuant to arrest, any incident requiring law enforcement or emergency response or backup, building or area evacuations, or bomb threat. SIRs are to be completed and submitted to County Program Manager immediately following a security incident.

## 6.8.8 Security Guard Training Program Reports

### 6.8.8.1 Training Tracker, Training Compliance Report

6.8.8.1.1 Contractor will ensure that all Security Guards remain current in all required training and certifications, including attending any orientation trainings provided by Probation.

6.8.8.1.2 Contractor will establish a method of tracking all required certificates, training, and training updates needed to maintain compliance with this Contract.

6.8.8.1.3 Contractor will provide a Training Compliance Report at the time of the quarterly performance evaluation meetings, or as requested by County Program Manager.

6.8.8.1.4 A Training Compliance Report will be kept in each employee's file and shall include:

6.8.8.1.4.1 Name of Security Guard;

6.8.8.1.4.2 Title of training;

6.8.8.1.4.3 Date completed;

6.8.8.1.4.4 Number of hours;

6.8.8.1.4.5 Certificate of completion received;

6.8.8.1.4.6 Future training and date needed.

## 6.8.9 In-Service Training Report

Contractor will provide a monthly report of all in-service training (training received while providing services at a Facility) to County Project Manager by the tenth (10th) calendar day of the following month in which training was completed. Report will be in spreadsheet format and include the following: Facility name, guard last name, guard first name, guard card number, date of training, name of in-service training, type of training (computer, class, handout, demonstration), brief description of training, and attach course description if available.

## 6.8.10 Security Guards and Security Guard Supervisor Training File

6.8.10.1 Contractor will be responsible for maintaining a Training File for each employee assigned to provide services under the Contract. The Training File will contain copies of:

6.8.10.1.1 Completed Contractor background investigation records;

6.8.10.1.2 Records of training received from Contractor with dated certificates of completion;

6.8.10.1.3 Current cards, licenses, and certifications;

6.8.10.1.4 A brief biological sketch of the employee; and

6.8.10.1.5 Any additional information as required by County.

The Training File will be kept by Contractor, updated with current information on an on-going basis, and made available for inspection upon request by County, state, or federal representatives. On-site storage and retrieval of Security Guard Training Files may be required, based on the needs of the Facility where services are performed.

6.8.10.2 The Training File will include, but not limited to, the following current certifications and information and provide to the County Program Manager upon request:

6.8.10.2.1 Current Cardiopulmonary Resuscitation Certificate (CPR) Card for Adult, Child and Infant, issued by American Red Cross or equivalent provider;

6.8.10.2.2 Current First Aid Certificate for Adult, Child and Infant, issued by American Red Cross or equivalent provider;

6.8.10.2.3 Current Guard Registration Card issued by the California Department of Consumer Affairs (DCA), Bureau of Security and Investigative Services (BSIS);

6.8.10.2.4 Current permit for baton pursuant to Section 12002 of the California Penal Code;

6.8.10.2.5 Current POST certification in the use of baton;

6.8.10.2.6 Current permit to carry ten percent (10%) solution of oleoresin capsicum (pepper spray).

6.8.10.2.7 Current California Firearm Permit (armed Security Guards only);

6.8.10.2.8 Current State of California Firearms Qualification Card – twice per year, first six months of year and second six months of year (armed Security Guards only);

6.8.10.2.9 Valid California Class “C” Driver’s License and/or Identification Card (Driver’s License only if required by position);

6.8.10.2.10 Record of Radio Procedures Training;

6.8.10.2.11 Record of crisis intervention techniques Training (if required); and

6.8.10.2.12 Record of The Joint Commission (TJC) compliance requirement training (if required); and

6.8.10.2.13 Record of Facility employee is located.

6.8.10.2.14 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.

6.8.10.2.15 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.

6.8.10.2.16 Driving Record

Include current printout of the candidate's Department of Motor Vehicle Record upon request.

6.8.10.2.17 Credit Report

Include copy of candidate's current credit report from Equifax, Experian, or Trans Union.

6.8.10.3 Daily/Weekly Reporting Documents

Contractor will maintain Sign In/Out Sheets, and Daily Activity Reports (DAR) at each Facility where services are provided. The completed Sign In/Out Sheets will be submitted with monthly invoices to County Program Manager, or designee, for review. Records will include, but not be limited to:

6.8.10.3.1 Security Guard Sign In/Out Sheet

Security Guards must sign in upon arrival at Post and sign out at the end of each shift using both an Electronic Post Confirmation System and a hard copy Security Guard Sign In/Out Sheet.

6.8.10.3.2 Security Guard Supervisors Sign In/Out Sheet

Security Guard Supervisors must sign in and out at each Facility when making their rounds using both an Electronic Post Confirmation System and a hard copy of the Sign In/Out Sheet.

6.8.10.3.3 Security Guard Daily Activity Report (DAR)

6.8.10.3.3.1 Security Guards must note the time and briefly describe events that have taken place each day, such as theft, fire, unauthorized entry to secured area, property damage, bodily injury, etc. DAR will be completed at the end of each shift and available for inspection at the beginning of the next shift.

6.8.10.3.3.2 Security Guards while conducting patrol in motor vehicles/trams, shall note their starting and ending time (Probation trams) and starting and ending mileage (Contract provided vehicles) when making the rounds, Facilities, guards inspected, training completed, relief given for breaks or meal periods, records reviewed, Probation personnel encountered, County Contract Monitors contacted, and any Contract Discrepancy Report follow-up completed. DAR notations are to be made following each Facility visit. DAR must be completed at the end of each shift and available for inspection at the beginning of the next shift.

#### 6.8.10.3.4 Security Incident Report (SIR)

6.8.10.3.4.1 Security Guards will report any lost, theft, or misuse or any Contractor-owned or County-owned equipment immediately to the Security Guard Supervisor, verbally by phone or via email. Preliminary notification is to be followed by written memorandum or a Security Incident Report (SIR) by the end of shift. Written documentation will include: report date, date, time, and location where item became lost or was stolen, description of missing item, serial number (if applicable), Contractor and County employees assigned to Post. Security Guard Supervisor

will notify and provide written documentation to County Program Manager, as specified in Paragraph 6.8 (Reporting Requirements) of this SOW. Security Guards will report the loss, theft, or misuse of any weapon, baton, Sam/Sally Browne belt, or ammunition immediately to the Security Guard Supervisor. A written memorandum or a SIR will be submitted to the County Program Manager describing the missing item, serial number, date of incident and name of employee assigned to the Facility.

6.8.10.3.4.2 Security Guards will immediately report to Security Guard Supervisor any incidents requiring fire, law enforcement, health authorities and/or Facility Administrator response; on any incidents involving: arrest/detention of member of the public or County employee, assault, force used by security guard, act or threat of physical violence, attempted suicide, bomb threat, death at the Facility, shooting, natural or manmade disaster, incident involving a restraining order, evacuation or partial evacuation, visit by regulatory authorities such as CAL-OSHA, The Joint Commission, fire, theft, flood, hazardous materials, hostage or barricade, mechanical or power failure, discharge of firearms, bodily injury, allegation of sexual harassment or contact by administrator involving Security Guard. Security Guards will immediately follow up on these

incidents by preparing a written memorandum or a SIR. Written documentation will describe the incidents in detail, and be submitted to the County Program Manager and Security Guard Supervisor before the end of the shift, or if incidents occur after hours, the next morning.

6.8.10.3.4.3 Report all incidents of an emergent nature that may involve potential property damage or personal injury to Security Guard. Security Guard Supervisor will report the incidents to County Program Manager:

- a) Immediately request appropriate emergency aid.
- b) Notify Security Guard Supervisor as soon as practicably feasible.
- c) Prepare a written memorandum or SIR, as required, and submit to Contractor Project Director by the end of the shift or if incidents occur after hours, the next morning.

6.8.11 Any damage or injury resulting from the accident discharge of a Security Guard's firearm will be the sole liability of Contractor. Security Guard or Security Guard Supervisor will notify the County Program Manager immediately of any accidental discharge and submit a SIR to County Program Manager.

## 6.8 Contractor's Office

The Contractor will maintain an office with a telephone in the company's name where the Contractor conducts business. The office must be staffed during the hours of 8:00 a.m. to 5:00 p.m. P.T, Monday through Friday, by at least one 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, an answering service must be provided to receive calls. **The Contractor must answer calls received by the answering service within two (2) hours of receipt of the call.**

## **7.0 HOURS/DAYS OF WORK**

The Contractor will be required to provide the required services Sunday through Saturday during the term of the contract, as needed. The Contractor will also provide services during or after regular business hours and County recognized holidays. A list of County approved holidays will be provided upon request by the Contractor.

## **8.0 WORK SCHEDULES**

The Contractor will provide Security Guard services twenty-four (24) hour/seven (7) days a week, including holidays.

## **9.0 UNSCHEDULED WORK**

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 gift, and the Contractor will have no claim whatsoever against the County.

## **10.0 INTENTIONALLY OMITTED**

## **11.0 GREEN INITIATIVES**

11.1 The Contractor will use reasonable efforts to initiate “green” practices for environmental and energy conservation benefits.

11.2 The Contractor must notify County’s Project Manager of the Contractor’s new green initiatives prior to the contract commencement.

## **12.0 PERFORMANCE REQUIREMENTS SUMMARY**

12.1 All listings of services used in the Performance Requirements Summary (PRS) are intended to be consistent with the Contract and the SOW, and are not meant to create, extend, revise, or expand any obligation of the Contractor beyond that defined in the Contract and the SOW. In the event of an apparent inconsistency between services as stated in the Contract, SOW and the PRS, the meaning apparent in the Contract and the SOW will prevail. If any service appears to be created in the PRS which is not clearly set forth in the Contract and the SOW, that service will be invalid and place no obligation on the Contractor.

- 12.2 A standard level of performance will be required of the Contractor for the required services. Exhibit U (Performance Requirements Summary Chart) of this Contract summarizes the required services, performance standards, maximum allowable deviation from the standards, methods of surveillance by the County, and liquidated damages to be imposed for substandard performance. The County will evaluate the Contractor's performance under this Contract using the quality assurance procedures specified in Exhibit U (Performance Requirements Summary Chart) of this Contract or other such procedures as may be necessary to ascertain the Contractor compliance with this Contract. Failure of the Contractor to achieve this standard may result in an assessment of liquidated damages against the Contractor's monthly payment as determined by the County.
- 12.3 When the Contractor's performance fails to conform to the terms of this Contract, the County will have the option to apply the following remedies:
- 12.3.1 Require the Contractor to implement a formal corrective action plan, subject to approval by the County. In the plan, the Contractor must include reasons for the substandard performance, specify steps to return performance to an acceptable level, and the monitoring methods to prevent recurrence.
  - 12.3.2 Reduce payment to the Contractor by a computed amount based on the assessment fee(s) in the PRS.
  - 12.3.3 Reduce, suspend, or cancel this Contract for systematic, deliberate misrepresentations or substandard levels of performance.
  - 12.3.4 Failure of the Contractor to comply with the County's request(s) to improve performance or to perform work specified within ten (10) Business Days will constitute a breach of Contract and authorize the County to have the service(s) performed by another. The entire cost of the replacement work due to the Contractor's breach, as solely determined by the County, will be credited to the County on the Contractor's future invoice.

This paragraph does not limit the County's exclusive right to terminate the Contract upon ten (10) Business Day's written notice, with or without cause, as provided for in Paragraph 8.42 (Termination for Convenience) of the Contract.

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## SECURITY GUARD SERVICES PRICING SHEET – LOS PADRINOS JUVENILE HALL

The undersigned offers to provide all labor and supplies necessary to provide Security Guard Services to Los Angeles County Probation Department as set forth in the Contract.

Said work shall be done for the period prescribed and, in the manner, set forth in said specifications, and compensation therefore shall be on a fixed-fee basis as provided upon the hereinafter fixed rates.

I agree to provide the specified services for the County of Los Angeles - Probation Department in accordance with Exhibit A - Statement of Work (SOW).

Los Padrinos Juvenile Hall																	
Guard Item	HOURS REQUIRED		FIRST YEAR TOTAL		1ST EXTENSION TOTAL		2ND EXTENSION TOTAL		3RD EXTENSION TOTAL		4TH EXTENSION TOTAL		5TH EXTENSION TOTAL		6TH EXTENSION TOTAL		CONTRACT TOTAL
	MONTHLY	ANNUAL	RATE	FIRST ANNUAL	RATE	1ST EXTENSION	RATE	2ND EXTENSION	RATE	3RD EXTENSION	RATE	4TH EXTENSION	RATE	5TH EXTENSION	RATE	6TH EXTENSION	
Unarmed	2,912	34,944	\$ 46.16	\$ 1,613,015.04	\$ 47.68	\$ 1,666,244.54	\$ 49.26	\$ 1,721,230.61	\$ 50.88	\$ 1,778,031.22	\$ 52.56	\$ 1,836,706.25	\$ 54.30	\$ 1,897,317.55	\$ 56.09	\$ 1,959,929.03	\$ 12,472,474.23
Armed	7,280	87,360	\$ 52.97	\$ 4,627,459.20	\$ 54.72	\$ 4,780,165.35	\$ 56.52	\$ 4,937,910.81	\$ 58.39	\$ 5,100,861.87	\$ 60.32	\$ 5,269,190.31	\$ 62.31	\$ 5,443,073.59	\$ 64.36	\$ 5,622,695.02	\$ 35,781,356.15
Supervisor	174	2,088	\$ 54.02	\$ 112,793.76	\$ 55.80	\$ 116,515.95	\$ 57.64	\$ 120,360.98	\$ 59.55	\$ 124,332.89	\$ 61.51	\$ 128,435.88	\$ 63.54	\$ 132,674.26	\$ 65.64	\$ 137,052.51	\$ 872,166.24
***Project Director (OH)																	
<b>TOTAL</b>	<b>10,366</b>	<b>124,392</b>		<b>\$ 6,363,268.00</b>		<b>\$ 6,662,926.84</b>		<b>\$ 6,779,602.40</b>		<b>\$ 7,003,226.98</b>		<b>\$ 7,234,332.43</b>		<b>\$ 7,473,066.40</b>		<b>\$ 7,719,676.66</b>	<b>\$ 49,125,996.62</b>

\*Overtime: refer to Exhibit A (Statement of Work) Paragraphs 2.5.4 (Security Guard and Security Guard Supervisor Overtime) and 2.5.6 (Holidays)

\*\* Out-of-Pocket Expenses: Proposer acknowledges that out-of-pocket expenses, including travel, meal, and lodging expenses are not reimbursable by County.

\*\*\* **Over Head (OH): Required position, not billed hourly to County.**

\_\_\_\_\_  
Print Name of Authorized Signer

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

## SECURITY GUARD SERVICES PRICING SHEET – BARRY J. NIDORF JUVENILE HALL

The undersigned offers to provide all labor and supplies necessary to provide Security Guard Services to Los Angeles County Probation Department as set forth in the Contract.

Said work shall be done for the period prescribed and, in the manner, set forth in said specifications, and compensation therefore shall be on a fixed-fee basis as provided upon the hereinafter fixed rates.

I agree to provide the specified services for the County of Los Angeles - Probation Department in accordance with Exhibit A - Statement of Work (SOW).

Barry J. Nidorf Juvenile Hall																	
Guard Item	HOURS REQUIRED		FIRST YEAR TOTAL		1ST EXTENSION TOTAL		2ND EXTENSION TOTAL		3RD EXTENSION TOTAL		4TH EXTENSION TOTAL		5TH EXTENSION TOTAL		6TH EXTENSION TOTAL		CONTRACT TOTAL
	MONTHLY	ANNUAL	RATE	FIRST ANNUAL	RATE	1ST EXTENSION	RATE	2ND EXTENSION	RATE	3RD EXTENSION	RATE	4TH EXTENSION	RATE	5TH EXTENSION	RATE	6TH EXTENSION	
Unarmed	1,456	17,472	\$ 45.98	\$ 803,362.56	\$47.50	\$ 829,873.52	\$49.06	\$ 857,259.35	\$50.68	\$ 885,548.91	\$52.36	\$ 914,772.02	\$54.08	\$ 944,959.50	\$55.87	\$ 976,143.16	\$ 6,211,919.03
Armed	2,912	34,944	\$ 52.77	\$ 1,843,994.88	\$54.51	\$ 1,904,846.71	\$56.31	\$ 1,967,706.65	\$58.17	\$ 2,032,640.97	\$60.09	\$ 2,099,718.12	\$62.07	\$ 2,169,008.82	\$64.12	\$ 2,240,586.11	\$ 14,258,502.28
Supervisor	174	2,088	\$ 54.02	\$ 112,793.76	\$55.80	\$ 116,515.95	\$57.64	\$ 120,360.98	\$59.55	\$ 124,332.89	\$61.51	\$ 128,435.88	\$63.54	\$ 132,674.26	\$65.64	\$ 137,052.51	\$ 872,166.24
***Project Director (OH)	[REDACTED]																
<b>TOTAL</b>	<b>4,542</b>	<b>54,504</b>		<b>\$ 2,760,151.20</b>		<b>\$ 2,851,236.19</b>		<b>\$ 2,945,326.98</b>		<b>\$ 3,042,622.77</b>		<b>\$ 3,142,926.03</b>		<b>\$ 3,246,642.58</b>		<b>\$ 3,353,781.79</b>	<b>\$ 21,342,587.55</b>

\*Overtime: refer to Exhibit A (Statement of Work) Paragraphs 2.5.4 (Security Guard and Security Guard Supervisor Overtime) and 2.5.6 (Holidays)  
 \*\* Out-of-Pocket Expenses: Proposer acknowledges that out-of-pocket expenses, including travel, meal, and lodging expenses are not reimbursable by County.  
 \*\*\* **Over Head (OH): Required position, not billed hourly to County.**

\_\_\_\_\_  
Print Name of Authorized Signer

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

MINIMUM STAFFING PLAN

NO.	SERVICE ADDRESS	TASKS AND POSITIONS	HOURS REQUIRED		SHIFT	DAYS	
			MONTHLY	ANNUALLY			
1	**LOS PADRINOS JUVENILE HALL 7285 QUILL DR. DOWNEY, CA 90242	<b>WEAPONS SCREENING</b>					
		2 Armed Security Guards	Handle baggage searches, observation of magnetometer and use hand wand when magnetometer is activated.	1,456	17,472		
		1 Unarmed Security Guard	Monitors the weapons screening machine monitor as items are being processed through screening	728	8,736		
		<b>SECURITY BOOTH</b>					
		1 Armed Security Guard	Monitors entrance to the parking structure	728	8,736		
		<b>KEY CENTER 728</b>					
		2 Unarmed Security Guard	Monitors the key center	1,456	17,472		
		<b>EXTERIOR PATROL</b>					
		1 Armed Security Guard	Conducts exterior patrols	728	8,736		
		<b>MECHANICAL GATE</b>					
		1 Armed Security Guard	Monitors and patrols the area	728	8,736		
		<b>J POST</b>					
		1 Armed Security Guard	Monitors and patrols the area	728	8,736		
		<b>SALLY PORT</b>					
		1 Armed Security Guard	Monitors and patrols the area	728	8,736		
		<b>DOUBLE DOORS EMERGENCY EXIT</b>					
		1 Unarmed Security Guard	Monitors and patrols the area	728	8,736		
		<b>PARKING/ROVER</b>					
		1 Armed Security Guard	Monitors and patrols the area	728	8,736		
		<b>REAR OF FACILITY</b>					
	2 Armed Security Guard	Monitors and patrols the area	1,456	17,472	0600-1400 (AM) 1400-2200 (PM) 2200-0600 (EM)  (A minimum of 12 Security Guards as identified herein will be provided for each of the 3 shifts above)	Sunday – Saturday	
					0600-1400 (AM) 1400-2200 (PM)  (A minimum of 2 Security Guards as identified herein will be provided for each of the 2 shifts above)	Sunday – Saturday	

**MINIMUM STAFFING PLAN**

2	<b>**BARRY J. NIDORF JUVENILE HALL 16350 FILBERT ST. SYLMAR, CA 91342</b>	<b>WEAPONS SCREENING</b>				0600-1400 (AM) 1400-2200 (PM) 2200-0600 (EM)  (A minimum of 6 Security Guards as identified herein will be provided for each of the 3 shifts above)	Sunday – Saturday
		2 Armed Security Guards	Handle baggage searches, observation of magnetometer and use hand wand when magnetometer is activated.	1,456	17,472		
		1 Unarmed Security Guard	Monitors the weapons screening machine monitor as items are being processed through screening	728	8,736		
		<b>SECURITY BOOTH</b>					
		1 Armed Security Guard	Monitors entrance to the parking area and structure	728	8,736		
		1 Armed Security Guard	Monitors transportation entrance gate	728	8,736		
		<b>EXTERIOR PATROL</b>					
		1 Armed Security Guard	Conducts exterior patrols	728	8,736		

<b>SUPERVISOR</b>		
1 Supervisor for Los Padrinos Juvenile Hall	Maximum 40 hrs per week	Monday-Friday (may include some weekend AM, PM or EM hours based on County's need)
1 Supervisor for Barry J. Nidorf Juvenile Hall	Maximum 40 hrs per week	Monday-Friday (may include some weekend AM, PM or EM hours based on County's need)

\*Line items may be modified based on County's needs.

\*\* Facilities may be modified based on County's needs.

## CONTRACTOR'S EEO CERTIFICATION

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Internal Revenue Service Employer Identification Number

### GENERAL

In accordance with provisions of the County Code of the County of Los Angeles, the Proposer certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

CERTIFICATION	YES	NO
1. Proposer has written policy statement prohibiting discrimination in all phases of employment.	(   )	(   )
2. Proposer periodically conducts a self-analysis or utilization analysis of its work force.	(   )	(   )
3. Proposer has a system for determining if its employment practices are discriminatory against protected groups.	(   )	(   )
4. When problem areas are identified in employment practices, Proposer has a system for taking reasonable corrective action to include establishment of goal and/or timetables.	(   )	(   )

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name and Title of Signer (please print)

**COUNTY'S ADMINISTRATION****640-26-013****CONTRACT NO.****COUNTY'S CONTRACT MANAGER:**

Name: Tasha Howard  
Title: Contracts and Grants Division Manager  
Address: 9150 East Imperial Highway, Room C-29  
Downey, CA 90242  
Telephone: 562-940-2728  
Facsimile: 562-658-2307  
E-Mail Address: Latasha.Howard@probation.lacounty.gov

**COUNTY'S PROGRAM MANAGER:**

Name: Nicholas Esparza  
Title: Program Manager  
Address: 9150 East Imperial Highway  
Downey, CA 90242  
Telephone: 323-804-6152  
E-Mail Address: Nicholas.Esparza@probation.lacounty.gov

Name: Tricia Quesada  
Title: Probation Director  
Address: 9150 East Imperial Highway  
Downey, CA 90242  
Telephone: 562-940-2835  
E-Mail Address: Tricia.Quesada@probation.lacounty.gov

**COUNTY'S CONTRACT ANALYST:**

Name: Joanne Lee  
Title: Contract Analyst  
Address: 9150 East Imperial Highway, Room D-29  
Downey, CA 90242  
Telephone: 562-658-4319  
Facsimile: 562-658-2307  
E-Mail Address: Joanne.Lee@probation.lacounty.gov

**CONTRACTOR'S ADMINISTRATION**

**Inter-Con Security Systems, Inc.**

**CONTRACTOR'S NAME**

**CONTRACT NO: 640-26-013**

**CONTRACTOR'S ACCOUNT MANAGER:**

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Telephone: \_\_\_\_\_  
Facsimile \_\_\_\_\_  
E-Mail Address: \_\_\_\_\_

**CONTRACTOR'S AUTHORIZED OFFICIAL(S)**

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Telephone: \_\_\_\_\_  
Facsimile \_\_\_\_\_  
E-Mail Address: \_\_\_\_\_

**NOTICES TO CONTRACTOR SHALL BE SENT TO THE FOLLOWING:**

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Telephone: \_\_\_\_\_  
Facsimile \_\_\_\_\_  
E-Mail Address: \_\_\_\_\_

**CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT**

CONTRACTOR NAME \_\_\_\_\_ Contract No. 640-26-013

**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 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 Program Manager.

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

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

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

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

PRINTED NAME: \_\_\_\_\_

POSITION: \_\_\_\_\_

**CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT**

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

Contractor Name \_\_\_\_\_ Contract No. 640-26-013

Employee Name \_\_\_\_\_

**GENERAL INFORMATION:**

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

**EMPLOYEE ACKNOWLEDGEMENT:**

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

I understand and agree that I am not an employee of the County of Los Angeles for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced Contract. I understand and agree that I do not have and will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

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

**CONFIDENTIALITY AGREEMENT:**

I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, I may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by my employer for the County. I have read this agreement and have taken due time to consider it prior to signing.

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

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

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

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

PRINTED NAME: \_\_\_\_\_

POSITION: \_\_\_\_\_

**CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT**

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

Contractor Name \_\_\_\_\_ Contract No. 640-26-013  
 Non-Employee Name \_\_\_\_\_

**GENERAL INFORMATION:**

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

**NON-EMPLOYEE ACKNOWLEDGEMENT:**

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

I understand and agree that I am not an employee of the County of Los Angeles for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced Contract. I understand and agree that I do not have and will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

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

**CONFIDENTIALITY AGREEMENT:**

I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, I may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by the above-referenced Contractor for the County. I have read this agreement and have taken due time to consider it prior to signing.

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

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

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

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

PRINTED NAME: \_\_\_\_\_

POSITION: \_\_\_\_\_

**EMPLOYEE'S ACKNOWLEDGEMENT OF EMPLOYER**

I understand that \_\_\_\_\_ is my sole employer for purposes of this employment.

I rely exclusively upon \_\_\_\_\_ for payment of salary and any and all other benefits payable to me on my behalf during the period of this employment.

I understand and agree that I am not an employee of Los Angeles County for any purpose and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles during the period of this employment.

I understand and agree that I do not have and will not acquire any rights or benefits pursuant to any agreement between my employer \_\_\_\_\_ and the County of Los Angeles.

ACKNOWLEDGED AND RECEIVED:

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

NAME: \_\_\_\_\_  
Print

Original must be signed by each employee by first day of employment and must be retained by Contractor(s)

Copy must be forwarded by Contractor(s) to County Worker's Compensation Division with the Los Angeles County Department of Human Resources, Workers' Compensation Division, Claims Section, 3333 Wilshire Boulevard, Los Angeles, California 90010, within five (5) Business Days.

Title 2 ADMINISTRATION  
Chapter 2.203.010 through 2.203.090  
CONTRACTOR EMPLOYEE JURY SERVICE

**2.203.010 Findings.**

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

**2.203.020 Definitions.**

The following definitions shall be applicable to this chapter:

- A. "Contractor" means a person, partnership, corporation or other entity that has a contract with the county or a subcontract with a county Contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more such contracts or subcontracts.
- B. "Employee" means any California resident who is a full-time employee of a Contractor under the laws of California.
- C. "Contract" means any agreement to provide goods to, or perform services for or on behalf of, the county but does not include:
  - 1. A contract where the board finds that special circumstances exist that justify a waiver of the requirements of this chapter; or
  - 2. A contract where Federal or State law or a condition of a Federal or State program mandates the use of a particular Contractor; or
  - 3. A purchase made through a State or Federal contract; or
  - 4. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, or reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-3700 or a successor provision; or
  - 5. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, Section 4.4.0 or a successor provision; or
  - 6. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-2810 or a successor provision; or
  - 7. A non-agreement purchase with a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section A-0300 or a successor provision; or
  - 8. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section PP-1100 or a successor provision.

Title 2 ADMINISTRATION  
Chapter 2.203.010 through 2.203.090  
CONTRACTOR EMPLOYEE JURY SERVICE

- D. "Full time" means 40 hours or more worked per week, or a lesser number of hours if:
1. The lesser number is a recognized industry standard as determined by the chief administrative officer, or
  2. The Contractor has a long-standing practice that defines the lesser number of hours as full time.
- E. "County" means the county of Los Angeles or any public entities for which the board of supervisors is the governing body. (Ord. 2002-0040 § 1, 2002: Ord. 2002-0015 § 1 (part), 2002)

### **2.203.030 Applicability.**

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

### **2.203.040 Contractor Jury Service Policy.**

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

### **2.203.050 Other Provisions.**

- A. Administration. The chief administrative officer shall be responsible for the administration of this chapter. The chief administrative officer may, with the advice of county counsel, issue interpretations of the provisions of this chapter and shall issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other county departments.
- B. Compliance Certification. At the time of seeking a contract, a Contractor shall certify to the county that it has and adheres to a policy consistent with this chapter or will have and adhere to such a policy prior to award of the contract. (Ord. 2002-0015 § 1 (part), 2002)

### **2.203.060 Enforcement and Remedies.**

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

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

Title 2 ADMINISTRATION  
Chapter 2.203.010 through 2.203.090  
CONTRACTOR EMPLOYEE JURY SERVICE

**2.203.070. Exceptions.**

- A. Other Laws. This chapter shall not be interpreted or applied to any Contractor or to any employee in a manner inconsistent with the laws of the United States or California.
- B. Collective Bargaining Agreements. This chapter shall be superseded by a collective bargaining agreement that expressly so provides.
- C. Small Business. This chapter shall not be applied to any Contractor that meets all of the following:
  - 1. Has ten or fewer employees during the contract period; and,
  - 2. Has annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, are less than \$500,000; and,
  - 3. Is not an affiliate or subsidiary of a business dominant in its field of operation.

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

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

**2.203.090. Severability.**

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

# *Safely* Surrendered



No shame. No blame. No names.

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

[www.babysafela.org](http://www.babysafela.org)



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

www.babysafela.org

# Safely Surrendered Baby Law

## What is the Safely Surrendered Baby Law?

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

### How does it work?

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

### What if a parent wants the baby back?

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

### Can only a parent bring in the baby?

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

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

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

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

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

### What happens to the baby?

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

### What happens to the parent or surrendering adult?

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

### Why is California doing this?

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

## A baby's story

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



# *Ley de* Entrega de Bebés *Sin Peligro*



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

**Sin pena. Sin culpa. Sin nombres.**

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

[www.babysafela.org](http://www.babysafela.org)



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

www.babysafela.org

# Ley de Entrega de Bebés Sin Peligro

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

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

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

## ¿Cómo funciona?

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

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

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

## ¿Sólo los padres podrán llevar al recién nacido?

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

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

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

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

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

## ¿Qué pasará con el bebé?

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

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

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

## ¿Por qué se está haciendo esto en California? ?

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

## Historia de un bebé

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



Title 2 ADMINISTRATION  
Chapter 2.201 LIVING WAGE PROGRAM

**Chapter 2.201 - LIVING WAGE PROGRAM**

- 2.201.010 - Findings.
- 2.201.020 - Definitions.
- 2.201.030 - Prospective effect.
- 2.201.040 - Payment of living wage.
- 2.201.050 - Other provisions.
- 2.201.060 - Employer retaliation prohibited.
- 2.201.070 - Employee retention rights.
- 2.201.080 - Enforcement and remedies.
- 2.201.090 - Exceptions.
- 2.201.100 - Severability.

**Sections:****2.201.010 - Findings.**

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

(Ord. 2007-0011 § 1, 2007: Ord. 99-0048 § 1 (part), 1999.)

**2.201.020 - Definitions.**

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

- A. "County" includes the County of Los Angeles, any County officer or body, any County department head, and any County employee authorized to enter into a Proposition A contract or a cafeteria services contract with an employer.
- B. "Employee" means any individual who is an employee of an employer under the laws of California, and who is providing full- or part-time services to an employer, some or all of which are provided to the County of Los Angeles under a Proposition A contract, or under a cafeteria services contract at a County of Los Angeles owned or leased facility.
- C. "Employer" means:
  1. An individual or entity who has a contract with the County:
    - a. For services which is required to be more economical or feasible under Section 44.7 of the Charter of the County of Los Angeles, and is not listed as an excluded contract in Section 2.121.250 B of the Los Angeles County Code, referred to in this Chapter as a "Proposition A contract," or
    - b. For cafeteria services, referred to in this Chapter as a "cafeteria services contract,"and

Title 2 ADMINISTRATION  
Chapter 2.201 LIVING WAGE PROGRAM

- c. Who has received or will receive an aggregate sum of \$25,000.00 or more in any 12 month period under one or more Proposition A contracts and/or one or more cafeteria services contracts; or
- 2. An individual or entity that enters into a subcontract with an employer, as defined in subsection C1 and who employs employees to provide services under the employer's contract with the County.
- D. "Full time" means a minimum 40 hours worked per week, or a lesser number of hours, if the lesser number is a recognized industry standard and is approved as such by the Chief Executive Officer, but in no event less than 35 hours worked per week.
- E. "Part time" means less than 40 hours worked per week, unless a lesser number is a recognized industry standard and is approved as such by the Chief Executive Officer.
- F. "Proposition A contract" means a contract governed by Title 2, Section 2.121.250 et seq., of this code, entitled Contracting with Private Business.

(Ord. 2015-0061 § 1, 2015: Ord. 2007-0011 § 2, 2007: Ord. 99-0048 § 1 (part), 1999.)

**2.201.030 - Prospective effect.**

This chapter shall be applicable to Proposition A contracts and cafeteria services contracts and their amendments the terms of which commence three months or more after the effective date of this chapter. [16](#) It shall not be applicable to Proposition A contracts or cafeteria services contracts or their amendments in effect before this chapter becomes applicable.

(Ord. 99-0048 § 1 (part), 1999.)

**2.201.040 - Payment of living wage.**

- A. Employers shall pay employees a living wage for their services provided to the County of no less than the hourly rate set under this Chapter or in Title 8—Consumer Protection, Business and Wage Regulations, commencing with Section 8.100.010, whichever is higher. The rate shall be as follows:
  - 1. On March 1, 2016, and thereafter the rate shall be \$13.25 per hour;
  - 2. On January 1, 2017, and thereafter the rate shall be \$14.25 per hour;
  - 3. On January 1, 2018, and thereafter the rate shall be \$15.00 per hour;
  - 4. On January 1, 2019, and thereafter the rate shall be \$ 15.79 per hour;
  - 5. Beginning January 1, 2020, and thereafter the living wage rate shall increase annually based on the average Consumer Price Index for Urban Wage Earners and Clerical Works (CPI-W) for the Los Angeles metropolitan area (Los Angeles-Riverside-Orange County, CA), which is published by the Bureau of Labor Statistics of the United States Department of Labor.

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

- B. The Board of Supervisors may, from time to time, adjust the amounts specified in subsection A of this Section, above for future contracts. Any adjustments to the living

Title 2 ADMINISTRATION  
Chapter 2.201 LIVING WAGE PROGRAM

wage rate specified in subsection A that are adopted by the Board of Supervisors shall be applicable to Proposition A contracts and cafeteria services contracts and their amendments.

(Ord. 2015-0061 § 2, 2015: Ord. 2007-0011 § 3, 2007: Ord. 99-0048 § 1 (part), 1999.)

**2.201.050 - Other provisions.**

- A. Full Time Employees. An employer shall assign and use full time employees to provide services under a Proposition A contract or a cafeteria services contract, unless the employer can demonstrate to the County the necessity to use non-full time employees based on staffing efficiency or the County requirements of an individual job.
- B. Neutrality in Labor Relations. An employer shall not use any consideration received under a Proposition A contract or a cafeteria services contract to hinder, or to further, organization of, or collective bargaining activities by or on behalf of an employer's employees, except that this restriction shall not apply to any expenditure made in the course of good faith collective bargaining, or to any expenditure pursuant to obligations incurred under a bona fide collective bargaining agreement, or which would otherwise be permitted under the provisions of the National Labor Relations Act.
- C. Administration. The Chief Executive Officer and the Internal Services Department shall be responsible for the administration of this chapter. The Chief Executive Officer and the Internal Services Department may, with the advice of County Counsel, issue interpretations of the provisions of this chapter. The Chief Executive Officer in conjunction with the Internal Services Department shall issue written instructions on the implementation and ongoing administration of this Chapter. Such instructions may provide for the delegation of functions to other County departments.
- D. Compliance Certification. An employer shall, during the term of a Proposition A contract, or a cafeteria services contract, report for each employee and certify the hours worked, wages paid, and provide other information deemed relevant to the enforcement of this Chapter by the County. Such reports shall be made at the times and in the manner set forth in instructions issued by the Chief Executive Officer in conjunction with the Internal Services Department. The Internal Services Department in conjunction with the Chief Executive Officer shall report annually to the Board of Supervisors on contractor compliance with the provisions of this Chapter.
- E. Contractor Standards. An employer shall demonstrate during the procurement process and for the duration of a Proposition A contract or a cafeteria services contract a history of business stability, integrity in employee relations, and the financial ability to pay a living wage.

(Ord. 2015-0061 § 3, 2015: Ord. 2011-0066 § 3, 2011: Ord. 99-0048 § 1 (part), 1999.)

Title 2 ADMINISTRATION  
Chapter 2.201 LIVING WAGE PROGRAM

**2.201.060 - Employer retaliation prohibited.**

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

(Ord. 99-0048 § 1 (part), 1999.)

**2.201.070 - Employee retention rights.**

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

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

(Ord. 99-0048 § 1 (part), 1999.)

**2.201.080 - Enforcement and remedies.**

For violation of any of the provisions of this chapter:

- A. An employee may bring an action in the courts of the state of California for damages caused by an employer's violation of this chapter.
- B. The county department head responsible for administering a Proposition A contract or a cafeteria services contract may do one or more of the following in accordance with such instructions as may be issued by the chief administrative officer:

Title 2 ADMINISTRATION  
Chapter 2.201 LIVING WAGE PROGRAM

1. Assess liquidated damages as provided in the contract; and/or
2. Recommend to the board of supervisors the termination of the contract; and/or
3. Recommend to the board of supervisors that an employer be barred from award of future county contracts for a period of time consistent with the seriousness of the employer's violation of this chapter, in accordance with Section 2.202.040 of this code.

(Ord. 2007-0011 § 4, 2007: Ord. 99-0048 § 1 (part), 1999.)

**2.201.090 - Exceptions.**

- A. Other Laws. This Chapter shall not be interpreted or applied to any employer or to any employee in a manner inconsistent with United States or California laws.
- B. Collective Bargaining Agreements. Any provision of this Chapter shall be superseded by a collective bargaining agreement that expressly so provides.

(Ord. 2015-0061 § 4, 2015: Ord. 99-0055 § 1, 1999: Ord. 99-0048 § 1 (part), 1999.)

**2.201.100 - Severability.**

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect.

(Ord. 99-0048 § 1 (part), 1999.)

## Living Wage Rate Annual Adjustments

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

Effective Date	Hourly Rate
March 1, 2016	\$13.25
January 1, 2017	\$14.25
January 1, 2018	\$15.00
January 1, 2019	\$15.79
January 1, 2020	\$16.31
January 1, 2021	\$16.62
January 1, 2022	\$17.14
January 1, 2023	18.49
January 1, 2024	18.86
January 1, 2025	19.44
January 1, 2026	20.06
January 1, 2027	CPI-W

Effective January 1, 2020, the Living Wage rate will be adjusted based on the U.S. Department of Labor, Bureau of Labor Statistics' Consumer Price Index (CPI) for the Los Angeles-Riverside-Orange County Area for the 12-month period preceding July 1 of each year.

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



COUNTY OF LOS ANGELES  
LIVING WAGE PROGRAM

PAYROLL STATEMENT OF COMPLIANCE

I, \_\_\_\_\_, \_\_\_\_\_  
(Name of Owner or Company Representative) (Title)

Do hereby state:

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

**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.

**INTENTIONALLY OMITTED**

## CHARITABLE CONTRIBUTIONS CERTIFICATION

---

Company Name

---

Address

---

Internal Revenue Service Employer Identification Number

---

California Registry of Charitable Trusts "CT" number (if applicable)

The Nonprofit Integrity Act (SB 1262, Chapter 919) added requirements to California's Supervision of Trustees and Fundraisers for Charitable Purposes Act that regulates those receiving and raising charitable contributions.

**Check the Certification below that is applicable to your company.**

- Proposer or Contractor has examined its activities and determined that it does not now receive or raise charitable contributions regulated under California's Supervision of Trustees and Fundraisers for Charitable Purposes Act. If Proposer engages in activities subjecting it to those laws during the term of a County contract, it will timely comply with them and provide County a copy of its initial registration with the California State Attorney General's Registry of Charitable Trusts when filed.

**OR**

- Proposer or Contractor is registered with the California Registry of Charitable Trusts under the CT number listed above and is in compliance with its registration and reporting requirements under California law. Attached is a copy of its most recent filing with the Registry of Charitable Trusts as required by Title 11 California Code of Regulations, sections 300-301 and Government Code sections 12585-12586.

---

Signature

---

Date

---

Name and Title of Signer (please print)



COUNTY OF LOS ANGELES  
 PROBATION DEPARTMENT - ADMINISTRATIVE BUREAU  
 9150 East Imperial Highway  
 Downey, CA 90242  
**BACKGROUND REQUEST FORM**  
 Email Form to: [Vivian.Gonzalez@probation.lacounty.gov](mailto:Vivian.Gonzalez@probation.lacounty.gov)



Exhibit P

Requesting Agency: \_\_\_\_\_  
 Agency Address: \_\_\_\_\_  
 City and Zip Code: \_\_\_\_\_  
 Agency Contact Person: \_\_\_\_\_  
 Telephone No: \_\_\_\_\_  
 Fax No: \_\_\_\_\_  
 Email Address: \_\_\_\_\_  
 Lead Agency (if Different): \_\_\_\_\_

**LIVE SCAN SCHEDULE:**

**Monday & Friday: 8:30 AM – 11:30 AM & 1:00 PM - 4:00 PM**

**Please Note: We do not live scan on Tuesday, Wednesday, nor Thursday.**

**Please have applicant arrive on time.**

Completed by Requesting Agency				Completed by Central Processing Unit	
Applicant's Name	Applicant's Position	Work Location	Available Dates & Times	Appointment Date	Appointment Time

Instructions to Applicants:

1. Prior to the background interview, please complete the application in black or blue ink.
2. Please bring a valid photo identification (Example: CA Driver's License, Identification Card)



**LOS ANGELES COUNTY PROBATION DEPARTMENT  
HUMAN RESOURCES DIVISION  
ADMINISTRATIVE SERVICES BUREAU  
CONTRACTOR BACKGROUND APPLICATION**



<b>1. YOUR FULL NAME</b>			
LAST	FIRST	MIDDLE	
<b>2. OTHER NAMES YOU HAVE USED OR BEEN KNOWN BY (INCLUDE MAIDEN NAME AND NICKNAMES)</b>			
<b>3. ADDRESS WHERE YOU LIVE</b>			
NUMBER / STREET		APT / UNIT	
CITY		STATE	ZIP
<b>4. EMAIL ADDRESS</b>			
<b>5. CONTACT NUMBERS</b>			
HOME (    )	WORK (    )	EXT	OTHER (    ) <input type="checkbox"/> CELL <input type="checkbox"/> FAX
<b>10. BIRTHDATE (MM/DD/YYYY)</b>	<b>11. SOCIAL SECURITY NUMBER</b>	<b>12. DRIVER'S LICENSE</b>	
	-    -	NUMBER:	STATE:      EXPIRES:

**Instructions:** Indicate your response by using an "X" on the line next to "Yes" or "No".

- |   |                    |
|---|--------------------|
| 1. Are you currently on any type of probation or parole?  | Yes _____ No _____ |
| 2. Do you have any outstanding failure to appear?   | Yes _____ No _____ |
| 3. Have you ever been convicted of a sex offense?   | Yes _____ No _____ |
| 4. Have you ever been convicted for a crime against children?   | Yes _____ No _____ |
| 5. Have you ever been convicted for crimes relating to the use of weapons?                                      | Yes _____ No _____ |
| 6. Have you ever been convicted of a crime that contained elements of violence (assault, battery, mayhem, etc.) | Yes _____ No _____ |
| 7. Have you ever been arrested for prostitution, pandering or pimping?  | Yes _____ No _____ |
| 8. Do you have any felony conviction within the past three (3) years?   | Yes _____ No _____ |



**INTENTIONALLY OMITTED**

Title 2 ADMINISTRATION  
Chapter 2.206  
DEFAULTED PROPERTY TAX REDUCTION PROGRAM

- 2.206.010 Findings and declarations.
- 2.206.020 Definitions.
- 2.206.030 Applicability.
- 2.206.040 Required solicitation and contract language.
- 2.206.050 Administration and compliance certification.
- 2.206.060 Exclusions/Exemptions.
- 2.206.070 Enforcement and remedies.
- 2.206.080 Severability.

### **2.206.010 Findings and declarations.**

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

### **2.206.020 Definitions.**

The following definitions shall be applicable to this chapter:

- A. "Contractor" shall mean any person, firm, corporation, partnership, or combination thereof, which submits a bid or proposal or enters into a contract or agreement with the County.
- B. "County" shall mean the county of Los Angeles or any public entities for which the Board of Supervisors is the governing body.
- C. "County Property Taxes" shall mean any property tax obligation on the County's secured or unsecured roll; except for tax obligations on the secured roll with respect to property held by a Contractor in a trust or fiduciary capacity or otherwise not beneficially owned by the Contractor.
- D. "Department" shall mean the County department, entity, or organization responsible for the solicitation and/or administration of the contract.
- E. "Default" shall mean any property tax obligation on the secured roll that has been deemed defaulted by operation of law pursuant to California Revenue and Taxation Code section 3436; or any property tax obligation on the unsecured roll that remains unpaid on the applicable delinquency date pursuant to California Revenue and Taxation Code section 2922; except for any property tax obligation dispute pending before the Assessment Appeals Board.
- F. "Solicitation" shall mean the County's process to obtain bids or proposals for goods and services.
- G. "Treasurer-Tax Collector" shall mean the Treasurer and Tax Collector of the County of Los Angeles. (Ord. No. 2009-0026 § 1 (part), 2009.)

### **2.206.030 Applicability.**

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

Title 2 ADMINISTRATION  
Chapter 2.206  
DEFAULTED PROPERTY TAX REDUCTION PROGRAM

**2.206.040 Required solicitation and contract language.**

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

- A. Requires any Contractor to keep County Property Taxes out of Default status at all times during the term of an awarded contract;
- B. Provides that the failure of the Contractor to comply with the provisions in this chapter may prevent the Contractor from being awarded a new contract; and
- C. Provides that the failure of the Contractor to comply with the provisions in this chapter may constitute a material breach of an existing contract, and failure to cure the breach within 10 days of notice by the County by paying the outstanding County Property Tax or making payments in a manner agreed to and approved by the Treasurer-Tax Collector, may subject the contract to suspension and/or termination. (Ord. No. 2009-0026 § 1 (part), 2009.)

**2.206.050 Administration and compliance certification.**

- A. The Treasurer-Tax Collector shall be responsible for the administration of this chapter. The Treasurer-Tax Collector shall, with the assistance of the Chief Executive Officer, Director of Internal Services, and County Counsel, issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other departments.
- B. Contractor shall be required to certify, at the time of submitting any bid or proposal to the County, or entering into any new contract, or renewal, extension or amendment of an existing contract with the County, that it is in compliance with this chapter is not in Default on any County Property Taxes or is current in payments due under any approved payment arrangement. (Ord. No. 2009-0026 § 1 (part), 2009.)

**2.206.060 Exclusions/Exemptions.**

- A. This chapter shall not apply to the following contracts:
  - 1. Chief Executive Office delegated authority agreements under \$50,000;
  - 2. A contract where Federal or State law or a condition of a Federal or State program mandates the use of a particular Contractor;
  - 3. A purchase made through a State or Federal contract;
  - 4. A contract where State or Federal monies are used to fund service related programs, including but not limited to voucher programs, foster care, or other social programs that provide immediate direct assistance;
  - 5. Purchase orders under a master agreement, where the Contractor was certified at the time the master agreement was entered into and at any subsequent renewal, extension and/or amendment to the master agreement.
  - 6. Purchase orders issued by Internal Services Department under \$100,000 that is not the result of a competitive bidding process.
  - 7. Program agreements that utilize Board of Supervisors' discretionary funds;
  - 8. National contracts established for the purchase of equipment and supplies for and by the National Association of Counties, U.S. Communities Government Purchasing Alliance, or any similar related group purchasing organization;

Title 2 ADMINISTRATION  
Chapter 2.206  
DEFAULTED PROPERTY TAX REDUCTION PROGRAM

Page 3 of 4

9. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles Purchasing Policy and Procedures Manual, section P-3700 or a successor provision;
  10. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, section 4.6.0 or a successor provision;
  11. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section P-2810 or a successor provision;
  12. A non-agreement purchase worth a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section A-0300 or a successor provision; or
  13. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual section P-0900 or a successor provision;
  14. Other contracts for mission critical goods and/or services where the Board of Supervisors determines that an exemption is justified.
- B. Other laws. This chapter shall not be interpreted or applied to any Contractor in a manner inconsistent with the laws of the United States or California. (Ord. No. 2009-0026 § 1 (part), 2009.)

**2.206.070 Enforcement and remedies.**

- A. The information furnished by each Contractor certifying that it is in compliance with this chapter shall be under penalty of perjury.
- B. No Contractor shall willfully and knowingly make a false statement certifying compliance with this chapter for the purpose of obtaining or retaining a County contract.
- C. For Contractor's violation of any provision of this chapter, the County department head responsible for administering the contract may do one or more of the following:
  1. Recommend to the Board of Supervisors the termination of the contract; and/or,
  2. Pursuant to chapter 2.202, seek the debarment of the Contractor; and/or,
  3. Recommend to the Board of Supervisors that an exemption is justified pursuant to Section 2.206.060.A.14 of this chapter or payment deferral as provided pursuant to the California Revenue and Taxation Code. (Ord. No. 2009-0026 § 1 (part), 2009.)

**2.206.080 Severability.**

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. No. 2009-0026 § 1 (part), 2009.)

## CERTIFICATION OF COMPLIANCE WITH THE COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

Company Name:		
Company Address:		
City:	State:	Zip Code:
Telephone Number:	Email address:	
Solicitation/Contract For: Security Guard Services		

The Proposer/Bidder/Contractor certifies that:

- It is familiar with the terms of the County of Los Angeles Defaulted Property Tax Reduction Program, Los Angeles County Code Chapter 2.206; **AND**

To the best of its knowledge, after a reasonable inquiry, the Proposer/Bidder/Contractor is not in default, as that term is defined in Los Angeles County Code Section 2.206.020.E, on any Los Angeles County property tax obligation; **AND**

The Proposer/Bidder/Contractor agrees to comply with the County's Defaulted Property Tax Reduction Program during the term of any awarded contract.

**- OR -**

- I am exempt from the County of Los Angeles Defaulted Property Tax Reduction Program, pursuant to Los Angeles County Code Section 2.206.060, for the following reason:

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*I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.*

Print Name:	Title:
Signature:	Date:

Date: \_\_\_\_\_



**CONFIDENTIALITY OF CORI INFORMATION**

Criminal Offender Record Information (CORI) is that information which is recorded as the result of an arrest, detention or other initiation of criminal proceedings including any consequent proceedings related thereto. As an employee of \_\_\_\_\_, during the legitimate course of your duties, you may have access to CORI. The Probation Department has a policy of protecting the confidentiality of Criminal Offender Record Information.

You are required to protect the information contained in documents against disclosure to all individuals who do not have a right-to-know or a need-to-know this information.

The use of any information obtained from case files or other related sources of CORI to make contacts with probationers or their relatives, or to make CORI available to anyone who has no real and proper reason to have access to this information as determined solely by the Probation Department is considered a breach of confidentiality, inappropriate and unauthorized.

Any \_\_\_\_\_ employee engaging in such activities is in violation of the Probation Department's confidentiality policy and will be subject to appropriate disciplinary action and/or criminal action pursuant to Section 11142 of the Penal Code.

I have read and understand the Probation Department's policy concerning the confidentiality of CORI records.

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
Name (Print)

\_\_\_\_\_  
Classification

\_\_\_\_\_  
Date

Copy to be forwarded to County Program Manager within five (5) Business Days of start of employment.

## PERFORMANCE REQUIREMENT SUMMARY (PRS) CHART

REQUIRED SERVICES	STANDARD	MAXIMUM ALLOWED DEVIATION (AQLS)	METHOD OF SURVEILLANCE	LIQUIDATED DAMAGES FOR EXCEEDING THE AQLS
Overall compliance with Section 1.0, Exhibit A (Statement of Work)	100% adherence to County requirements	0%	- User and/or Staff Complaints - Random Inspections - Random and/or Judgmental Samplings	Up to \$100 per occurrence
Overall compliance with Section 2.0 Exhibit A (Statement of Work - Specific Tasks)	100% adherence to County requirements	0%	- Random Inspections - Random Samplings - Information from Contractor Reports	\$100 per day until rectified
Contractor shall establish and maintain a Quality Control Plan to assure that the requirements of the Contract are met pursuant to Section 3.0 (Quality Control Plan) of Exhibit A (Statement of Work)	100% adherence to County requirements	0%	- User and/or Staff Complaints - Random Inspections - Random and/or Judgmental Samplings	Up to \$100 per occurrence
Personnel assigned to provide service under this contract shall be fingerprinted prior to pursuant to Subparagraph 7.5.1 of the Contract	100% adherence to County requirements	0%	- User and/or Staff Complaints - Random Inspections - Random and/or Judgmental Samplings	Up to \$100 per occurrence
No Contractor personnel shall have a criminal conviction unless such record has been fully disclosed previously pursuant to Subparagraph 7.5.2 of the Contract	100% adherence to County requirements	0%	- User and/or Staff Complaints - Random Inspections - Random and/or Judgmental Samplings	Up to \$100 per occurrence
Contractor shall reimburse County for record check pursuant to Subparagraph 7.5.6 of the Contract	100% adherence to County requirements	0%	- User and/or Staff Complaints - Random Inspections - Random and/or Judgmental Samplings	Up to \$100 per occurrence
Contractor in compliance with Standard Terms and Conditions as referenced in Section 8.0 (Standard Terms and Conditions) of the Contract	100% adherence to County requirements	0%	- Random Inspections - Random Samplings - Information from Contractor Reports	\$100 per day until rectified

**LOS ANGELES COUNTY PROBATION DEPARTMENT  
JUVENILE HALL  
CONTRACTED PROBATION FACILITIES\***

FACILITIES	ADDRESS
Barry J. Nidorf Juvenile Hall	16350 Filbert Street Sylmar, CA 91342
Los Padrinos Juvenile Hall	7285 Quill Drive Downey, CA 90242

\*County may add or delete facilities based on County's needs.