INTRADEPARTMENTAL CORRESPONDENCE

February 12, 2025
1.1

TO: The Honorable Board of Police Commissioners

FROM: Chief of Police

SUBJECT: FIRST AMENDED AND RESTATED PROFESSIONAL SERVICES AGREEMENTS BETWEEN THE CITY OF LOS ANGELES AND ABET SECURITY SERVICES INC. (C-141549), ABSOLUTE INTERNATIONAL SECURITY (C-141550), UNIVERSAL PROTECTION SERVICES LP DBA ALLIED UNIVERSAL SECURITY SERVICES (C-141552), CLOSE RANGE INTERNATIONAL INC. (C-141553), THE GADITE GROUP INC. (C-141555) AND GSG MANAGEMENT INC. (C-141556)

RECOMMENDED ACTIONS

1. That the Board of Police Commissioners (Board) REVIEW and APPROVE the attached Amended and Restated Professional Services Agreements (the "Agreements").

2. That the Board TRANSMIT the Agreements to the Mayor's Office for review and approval.

3. That the Board AUTHORIZE the Chief of Police to execute the Agreements upon Mayoral approval.

DISCUSSION

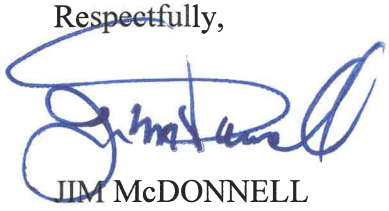
Security contractors provide security guard services for the Los Angeles Police Department and over 20 City Departments at more than one hundred locations. The current six security guard agreements resulted from a Request for Proposals initiated in February 2020. The agreements are identical in form, except each is with a different contractor, and they are collectively referred to as a single agreement (Original Agreement). The term of the Original Agreement was three years, commencing on February 21, 2022, and terminating on February 20, 2025, unless extended. The Agreements extend the term of the Original Agreement for two additional years, from February 21, 2025, to February 21, 2027.

The total dollar amount the City will pay these contractors for services rendered under the term of the Agreements has been recommended by the Office of the City Administrative Officer to be raised to $35,000,000 per year from $10,000,000 per year in the Original Agreement. This increase reflects ongoing staffing shortages of security officers, rising demand for contract security Citywide, and both recent and anticipated future increases in the Living Wage Ordinance. There is no change to the fee structure, which was updated in accordance with the

most recent Living Wage Ordinance adjustment on July 1, 2024 and remains consistent with the Original Agreement. Deputy City Attorney Samuel Petty, Office of the City Attorney, has approved the attached Agreements as to form.

If you have questions regarding this matter, please contact Commander Shannon K. Paulson, Assistant Commanding Officer, Counter-Terrorism and Special Operations Bureau, at (213) 486-8780.

Respectfully,



JIM McDONNELL
Chief of Police

Attachments

FIRST AMENDED AND RESTATED PROFESSIONAL SERVICES AGREEMENT

between

THE CITY OF LOS ANGELES

and

ABET SECURITY SERVICES INC.

for

SECURITY GUARD SERVICES

Said Agreement is Number C-141549-1

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ATTACHMENT D – Confidentiality Agreement

FIRST AMENDED AND RESTATED AGREEMENT NO. C-141549
BETWEEN
THE CITY OF LOS ANGELES
AND
ABET SECURITY GUARD SERVICES INC.

THIS FIRST AMENDED AND RESTATED AGREEMENT ("Agreement") is made and entered into by and between the City of Los Angeles, California, a municipal corporation (hereinafter referred to as the "City") acting by and through the Los Angeles Police Department (hereinafter referred to as the "LAPD" or "Department") and Abet Security Guard Services Inc., a California corporation (hereinafter referred to as the "Contractor") (each a "Party" and collectively, the "Parties").

RECITALS

WHEREAS, Section 22.225.1 of Division 22, Chapter 11, Article 3 of the Los Angeles Administrative Code charges the Los Angeles Police Department (LAPD) with providing security services and patrol for City facilities; excluding Department of Airports, Department of Water, and Harbor Department facilities; and

WHEREAS, on February 20, 2020, the City issued a Request for Proposals (RFP No. 19-310-002), seeking qualified firms to perform the above-referenced security guard services; and

WHEREAS, the Contractor submitted a proposal in response to said RFP and the City found it to be satisfactory in response to the services required by the City, and determined that the Contractor had the experience and qualifications to provide the type and level of service required by the City; and

WHEREAS, on January 12, 2021, the Board of Police Commissioners approved the recommendation by staff of the selection of Contractor and authorized the LAPD to negotiate an agreement with the Contractor; and

WHEREAS, on February 21, 2022, the LAPD and the Contractor entered into Contract No. C-141549 ("Original Agreement") to provide professional security services and patrol for City facilities; excluding Department of Airports, Department of Water and Power, and Harbor Department facilities; and

WHEREAS, the Original Agreement was for three (3) years, which commenced on February 21, 2022 and will terminate on February 20, 2025; and

WHEREAS, the Contractor's services are of a professional, specialized, and occasional nature; and

WHEREAS, City has been using the Contractor's services and has a continuing need to do so; and

WHEREAS, City and Contractor now wish to enter into this First Amended and Restated Agreement to (1) extend the agreement for a period of two years, with a new expiration date of February 20, 2027, (2) increase the contractual not to exceed amount, for a new total not to exceed amount of $35,000,000 year across all security services contracts, (3) replace Standard Provisions for City Contracts (Rev. 9/22 [v.1]) with Standard Provisions for City Contracts (Rev. 1/25 [v.2]); replace Attachment C – Fee Schedule; and (5) make certain other changes deemed necessary by the Parties.

NOW THEREFORE, in consideration of the above promises, and of terms, covenants and considerations set forth herein, the parties do agree as follows:

SECTION 1.0
PARTIES TO THE AGREEMENT AND REPRESENTATIVES

1.1 Parties to the Agreement

The Parties to this Agreement are:

A. City –The City of Los Angeles, a municipal corporation, having its principal office at 200 North Spring Street, Los Angeles, California, 90012.

B. Contractor – Abet Security Services Inc., having its principal address at 404 S. Lemon Drive, Walnut, California 91789.

1.2 Representatives of the Parties and Service of Notices

The representatives of the respective parties who are authorized to administer this Agreement and to whom formal notices, demands and communications will be given are as follows:

A. The representative of the City shall be, unless otherwise stated in the Agreement:

Chief of Police
Los Angeles Police Department
100 West First Street, Tenth Floor
Los Angeles, California 90012

With copies to:

Commanding Officer
Security Services Division
Los Angeles Police Department
201 North Los Angeles Street, Suite 2
Los Angeles, California 90012
Phone Number: (213) 978-4660

B. The representative of the Contractor shall be:

Rosa I. Chavez, CEO
Abet Security Services Inc.
404 S. Lemon Ave Suite 4
Walnut, California 91789
Phone Number: (909) 839-2990

C. Formal notices, demands and communications to be given hereunder by either party must be made in writing and may be effected by electronic mail (e-mail), personal delivery or by registered or certified mail, postage prepaid, return receipt requested and will be deemed communicated as of the date of mailing.

D. If the name of the person designated to receive the notices, demands or communications or the address of such person is changed, written notice will be given in accord with this Section, within five (5) working days of said change.

SECTION 2.0
TERM OF AGREEMENT AND SERVICES TO BE PROVIDED

2.1 Term of Agreement

This Agreement is effective as of the date by which the authorized signatories of each of the parties to the Agreement has signed the Agreement and the City Attorney has signed the Agreement as to form (“Effective Date”).

Unless terminated earlier pursuant to in PSC-9 (Termination), of the Standard Provisions for City Contracts (Rev. 1/25 [v.2], this Agreement will terminate on February 20, 2027.

2.2 Ratification

Due to the need for the Contractor's services to be provided continuously on an ongoing basis, the Contractor may have provided services prior to the execution of this contract. To the extent that the Contractor's services were performed in accordance with the terms and conditions of this Agreement, those services are hereby ratified.

2.3 Statement of Work to be Performed

A. During the term of this Agreement, Contractor shall provide the Services, and implement the tasks identified herein and in Attachment B, Statement of Work ("SOW"), and Attachment C, Fee Schedule, which are attached hereto and incorporated herein by reference.

B. All work and tasks are subject to City approval in accordance with the SOW. Failure to receive approval may result in the withholding of compensation for such work pursuant to Section 3.3, Method of Payment, of this Agreement.

C. Notwithstanding any other provision of this Agreement, the Contractor shall perform such other work within the SOW as necessary to ensure that the work provided under this Agreement meets the requirements set forth in this Agreement and all Attachments.

D. In the event that the City requires services in addition to those specified in this Agreement, Contractor agrees to provide such services in accordance with Section 7.3, Amendments, of the Agreement. Prior to performance of additional work, this Agreement will be amended to include the additional work and payment therefor.

SECTION 3.0
COMPENSATION AND METHOD OF PAYMENT

3.1 Compensation

A. The City will pay the Contractor for satisfactory services provided under this Agreement, in accordance with the wage rates specified in Exhibit C, Fee Schedule, of this Agreement, which are incorporated herein by this reference. On July 1 of each year of this Agreement, or such time as determined by the City Council, the payment rates reflected in Exhibit C, Fee Schedule, shall increase by the same dollar amount that the Living

Wage increases under the Living Wage Ordinance (Los Angeles Code Section 10.37 et seq.).

B. The City's obligation to make payments under this contract will be limited to the current appropriation(s) for that purpose. At the time of execution of this contract, the total appropriation(s) for the combined set of all LAPD security guard services contracts will not exceed Thirty-Five Million Dollars ($35,000,000.00) per year, including state and local taxes. The Contractor will not provide any services, goods or equipment, and the City will not pay for any services, goods or equipment provided, in excess of the funds appropriated by the City for this Contract.

C. Contractor's services are being performed as an independent contractor and not as an agent or employee of the City, therefore Contractor is not entitled to any vacation, sick leave, Worker's Compensation, pension or any other City Benefits.

D. Contractor understands and agrees that it may not make any financial commitment on behalf of the City, incur any cost or expense on behalf of the City, or obligate the City to make payments for any cost or expenses, unless authorized in the approved work plans.

3.2 Taxes

A. To the extent that any of the Services or Deliverables to be provided by Contractor hereunder are subject to any California sales and use taxes, City and Contractor acknowledge and agree that such taxes shall be collected from the City. Contractor acknowledges and agrees to remit the same to the appropriate tax collection authorities in the manner set forth under applicable law. Contactor shall be solely responsible for any uncollected and unremitted taxes due and owing to the appropriate tax collection authorities and shall indemnify the City for any losses in connection with any uncollected and unremitted taxes due.

3.3 Method of Payment

A. Invoices

The City shall pay the Contractor pursuant to the requirements of this Section 3.0 after receipt and approval of the Contractor's invoices by the City. To ensure that services provided under personal services contracts are measured against services as detailed in this Contract, the Controller of the City of Los Angeles has developed a policy requiring the following supporting documentation to be submitted with all invoices:

Billing and Invoicing Requirements

The contractor is required to submit invoices that conform to City standards and include, at a minimum, the following information:

i. Name and address of contractor
ii. Division and Department name and address where services were provided
iii. Date of invoice and period covered
iv. Contract number or authority (purchase order) number
v. Description of completed task and amount due for task, including:
    a. Name(s) of personnel working on task
    b. Hours spent on task and timesheet(s) supporting charges (if applicable)
    c. Rate(s) per hour and total due
vi. Certification by a duly authorized officer
vii. Discount and terms (if applicable)
viii. Remittance Address (if different from company address)
ix. Taxes (indicate taxable vs. non-taxable items)

B. All invoices shall be submitted on Contractor's letterhead, contain Contractor's official logo, or other unique and identifying information such as the name and address of the Contractor. Evidence that tasks have been completed shall be attached to all invoices.

C. Invoices and supporting documentation shall be prepared at the sole expense and responsibility of the Contractor. The City will not compensate the Contractor for costs incurred in invoice preparation. The City may request, in writing, changes to the content and format of the invoice and supporting documentation at any time. The City reserves the right to request additional supporting documentation to substantiate costs at any time.

Tasks that are completed by subcontractors shall be supported by subcontractor's invoices, copies of pages from reports or other unique documentation that substantiates their charges.

D. ***Failure to adhere to these policies may result in nonpayment or non-approval of demands, pursuant to Charter Section 262(a)***, which requires the Controller to inspect the quality, quantity, and condition of services, labor, materials, supplies, or equipment received by any City office or department, and approve demands before they are drawn on the Treasury.

City payments to Contractor shall be paid within 30 days after approval by City provided however, that City may withhold any portion of an invoice that it disputes in good faith. In the event an invoice or portion thereof is in dispute, City shall notify Contractor of the potential disapproval action and afford Contractor an opportunity to be heard prior to official disapproval.

City shall pay all undisputed portions of invoices in accordance with this Section.

E. Invoices that are payable by LAPD/Security Services Division (SECSD) shall be submitted to the following email address:

SECSD_CONTRACT_SECURITY@lapd.lacity.org
Subject: Contract Security Monthly Invoice

Original invoices payable by other City departments shall be sent to the City department stated on the Contract Request Form.

SECTION 4.0
PERSONNEL

4.1 Key Personnel

A. Project Manager

Contractor shall assign a project manager with full authority to administer the Agreement for Contractor.

B. Staff Size

The size of the staff employed by Contractor in the performance of the Services must be kept consistent with the staff size articulated in Attachment B, Statement of Work, and as is otherwise necessary to perform the services anticipated in this Agreement.

4.2 Changes in Key Personnel

Contractor agrees to minimize changes to its key project personnel. City shall have the right to request key project personnel changes and to review and approve key project personnel changes proposed by Contractor. City's approval of key project personnel assignments and changes shall not be unreasonably withheld.

4.3 Background Checks

To the extent permitted by applicable law, the City may conduct background checks at its expense on the Contractor, its employees, designated replacement employees, agents, and subcontractors who will have, or may have, access to City information and data during the performance of this Agreement. The Contractor recognizes the highly sensitive nature of such information and data and agrees to cooperate with the City and provide, to the extent permitted by applicable law, whatever information the City requires in order to conduct background checks including, but not limited to, verification of education and previous employment. The City may request changes to Contractor personnel pursuant to Section 4.2 of this Agreement in response to background check information, and the Contractor will accommodate such request for personnel changes. Both parties agree to keep the results of any background checks confidential in accordance with the provisions of Section 7.1, Confidentiality of Information, as permitted by applicable law. Disqualification of any member of Contractor's staff pursuant to this Section shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Agreement.

4.4 Training of Contractor’s Personnel

Contractor shall be responsible for the provision of mandatory training for all staff at the time of initial employment and on an ongoing basis, as may be required by federal and State law. Contractor shall further be responsible for, and shall provide for, the training of all appropriate staff on all applicable state and County of Los Angeles policies and procedures relevant to the performance of the agreed upon services, as well as on any other matters that City may reasonably require.

SECTION 5.0
SUBCONTRACTORS

5.1 Subcontracts/Joint Participation Agreements

With prior written approval of the Department, Contractor may enter into subcontracts with other vendors for the performance of portions of this Agreement. Contractor shall at all times be responsible for the acts and errors or omissions of its subcontractors in the performance of this Agreement. Nothing in this Agreement shall constitute any contractual relationship between any subcontractors and the Department or any obligation on the part of the Department to pay, or to be responsible for the payment of any sums to any subcontractors.

5.2 Provisions Binding on Subcontracts

The provisions of this Agreement, which by their nature are required to be imposed upon subcontractors, shall apply to all subcontractors in the same manner as to Contractor. In particular, the LAPD will not pay, even indirectly, the fees and expenses of a subcontractor that do not conform to the terms of this Agreement.

SECTION 6.0
DISPUTES

The parties shall undertake to reach an amicable settlement in cases of Dispute. If an amicable settlement cannot be reached, or in the event of default that could result in termination of this Agreement, City and Contractor shall schedule a meeting of their representatives in a good faith attempt to resolve the issues in Dispute. The meeting shall allow for a detailed presentation of each party's views on the issues and potential solutions to the Dispute or default. If possible, the meeting should result in an agreed upon course of action to resolve the Dispute or default.

Contractor and City shall continue to perform any obligations under this Agreement during any Dispute.

The provisions of Sections 5.169 and 5.170 (Div. 5, Ch. 10, Art. 1) of the Los Angeles Administrative Code and Section 350 of the City Charter shall govern the procedure and rights of the parties with regard to claims arising from this Agreement.

SECTION 7.0
MISCELLANEOUS

7.1 Confidentiality of Information

Information, documents, records, software programs, and data furnished to Contractor by the City and other documents to which Contractor has access during the term of this Agreement are confidential information (hereinafter referred to as "Confidential Information"). Contractor may not disclose Confidential Information in any manner without the prior written consent of the City. Contractor must ensure that each employee or subcontractor hired by Contractor who is sent on an assignment under this Agreement will have executed a Confidentiality Agreement prior to commencing any assignment. The Confidentiality Agreement to be used is attached hereto as Attachment D.

Contractor and its employees or subcontractors may, in the course of the work,

gain access to certain confidential City and/or other law enforcement agency information, including “Criminal History Information.” Accordingly, Contractor agrees to provide each of its employees and subcontractors who provide services at City of Los Angeles facilities with the provisions of the Crime Control Act of 1973.

Contractor must implement reasonable and prudent measures to keep secure and private all confidential and criminal history information, as defined in the Crime Control Act of 1973, which has been accessed during the performance of the Agreement.

7.2 Crime Control Act of 1973

Contractor shall adhere to the Crime Control Act of 1973. The term “title” means Crime Control Act of 1973, Title 1 – Law Enforcement Assistance. The term “criminal history information” includes records and related data contained in an automated criminal justice informational system, compiled by law enforcement agencies for purposes of identifying criminal offenders and alleged offenders and maintaining as to such person’s summaries of arrests, the nature and disposition of criminal charges, sentencing, confinement, rehabilitation and release.

Except as provided by Federal law other than the Crime Control Act of 1973, Title 1 – Law Enforcement Assistance, no officer or employee of any recipient of assistance or Contractor or subcontractor under provisions of this title may use or reveal any research or statistical information furnished under this title by any person and identifiable to any specific private person for any purpose other than the purpose for which it was obtained in accordance with this title. Copies of such information will be immune from legal process, and will not, without the consent of the person furnishing such information, be admitted as evidence or used for any purpose in any action, suit, or other judicial or administrative proceedings.

All criminal history information collected, stored, or disseminated through support under this title must contain, to the maximum extent feasible, disposition as well as arrest data where arrest data is included therein. The collection, storage and dissemination of such information will take place under procedures reasonably designed to ensure that all such information is kept current therein; the recipient of assistance and any Contractor or subcontractor must assure that the security and privacy of all information is adequately provided for and that information will only be used for law enforcement and criminal justice and other lawful purposes. In addition, an individual who believes that criminal history information concerning him/her contained in an automated system is inaccurate, incomplete, or maintained in violation of this title, will, upon satisfactory verification of his/her identity, be entitled to review such information and to obtain a copy of it for the

purpose of challenge or correction.

Pursuant to Section 524(c) of Title 1 of the Crime Control Act of 1973, any person violating the provisions of this Section, or of any rule, regulation or other issued thereunder, will be fined not to exceed $10,000 in addition to any other penalty imposed by law.

Contractor shall ensure that these requirements are provided to and apply to all subcontractors of this Agreement.

7.3 Amendments

Any change in the terms of this Agreement must be incorporated into this Agreement by a written amendment properly executed and signed by the person authorized to bind the parties thereto.

7.4 Standard Provisions

The Contractor must comply with the applicable Standard Provisions for City Contracts (Rev. 1/25 [v.2], attached hereto as Attachment A and incorporated herein by this reference.

7.5 Border Wall Bid Disclosure

Contractor shall comply with Los Angeles Administrative Code ("LAAC") Section 10.50 *et seq.,* "Disclosure of Border Wall Contracting." City may terminate this Contract at any time if City determines that Contractor failed to fully and accurately complete the required affidavit and disclose all Border Wall Bids and Border Wall Contracts, as defined in LAAC Section 10.50.1. The required affidavit must be submitted online at www.rampla.org.

7.6 Use of Marks

Except as expressly provided in this Agreement, Contractor shall not use the City or LAPD's names, logos, seals, insignia or other words, names, symbols or devices that identify the City or LAPD, for any purpose except with the prior written consent of, and in accordance with restrictions required by the City.

7.7 Media, Publicity, and Case Studies

Contractor shall refer all inquiries from the news media to LAPD, shall immediately contact LAPD to inform City of the inquiry, and shall comply with the procedures of LAPD's Public Affairs staff regarding statements to the media relating to this Agreement or Contractor's services under this Agreement.

Contractor shall not use City as a reference or case study absent receipt of City's prior written approval. Contractor shall further provide City with the opportunity to review and approve any such reference or case study prior to publication, which approval City shall not unreasonably withhold.

7.8 Non-Exclusive Agreement

City and Contractor understand and agree that this is a non-exclusive Agreement to provide services to the City and the LAPD and that the City and the LAPD reserve the right to enter into an agreement with other contractors to provide similar services during the term of this Agreement.

7.9 Severability/Ambiguity

In the event a court of competent jurisdiction holds any provision of this Agreement to be invalid, such holding shall have no effect on the remaining provisions of this Agreement, and they shall continue in full force and effect. No ambiguity in this Agreement may be interpreted against any one party by virtue of that party being drafter of the Agreement. The parties acknowledge that they have read and understood this Agreement and had the opportunity to consult with counsel of their choosing regarding this Agreement.

7.10 No Third-Party Beneficiaries

Nothing herein is intended to create a third-party beneficiary in any subcontractor. City has no obligation to any subcontractor. No privity is created with any subcontractor by this Agreement. Even if Contractor uses subcontractors, Contractor remains responsible for complete and satisfactory performance of the terms of this Agreement.

7.11 Not a Waiver

Contractor acknowledges and agrees that nothing contained in this Agreement is, represents, or is intended to be construed as: a release, compromise, settlement, or waiver by City of any cause of action that City may have against Contractor. City reserves its rights in full, including, but not limited to, the right to bring any claim, cause of action, or request for reimbursement against Contractor in relation to this Agreement and other transactions between City and Contractor.

7.12 Audit Rights

In addition to those rights available to City elsewhere in this Agreement, including pursuant to PSC-16, Retention of Records, Audit and Reports, of Attachment A – Standard Provisions for City Contracts (Rev. 1/25 [v.2]. Contractor shall provide

City, or City's duly authorized representatives, access for the purposes of audit and investigation, to any and all books, documents, papers, records, deliverables, and software documentation pertaining to any past, current, or future (i) transactions between City and Contractor, (ii) work requested to be performed of Contractor, or (iii) demands for payment by Contractor.

7.13 Payment Does Not Imply Acceptance of Work

The granting of any payment by City, or the receipt thereof by Contractor, in no way lessens the liability of Contractor to replace unsatisfactory work, equipment, or materials although the unsatisfactory character of this work, equipment or materials may not have been apparent or detected at the time the payment was made. Materials, equipment, components, or workmanship that do not conform to the requirements of this Agreement may be rejected by City and upon rejection must be replaced by Contractor without delay.

SECTION 8.0
ENTIRE AGREEMENT

8.1 COMPLETE AGREEMENT

This Agreement contains the full and complete Agreement between the two parties. No verbal agreement or conversation with any officer or employee of either party will affect or modify any of the terms and conditions of this Agreement.

8.2 ATTACHMENTS

This Agreement includes fifteen (15) pages and four (4) attachments. Attachments A-D listed below are incorporated herein by this reference:

Attachment A – Standard Provisions for City Contracts (Rev. 1/25 [v.2]
Attachment B – Statement of Work
Attachment C – Fee Schedule
Attachment D – Confidentiality Agreement

8.3 ORDER OF PRECEDENCE

In the event of any conflict or inconsistency between the body of this Agreement and the Attachments, the order of precedence will be as follows:

(1) This First Amended and Restated Agreement between the City of Los Angeles and Abet Security Guard Services Inc.

(2) Attachment A, Standard Provisions for City Contracts (Rev. 1/25 [v.2]
(3) Attachment B, Statement of Work
(4) Attachment C, Fee Schedule
(5) Attachment D, Confidentiality Agreement
(6) Original Agreement

8.4 COUNTERPARTS AND ELECTRONIC SIGNATURES

This Agreement may be executed in one or more counterparts, and by the parties in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement. The parties further agree that facsimile signatures or signatures scanned into .pdf (or signatures in another electronic format designated by City) and sent by e-mail shall be deemed original signatures.

[Signature Page Follows]

[Remainder of the Page Intentionally Left Blank]

IN WITNESS THEREOF, the Parties hereto have caused this Agreement to be executed by their respective duly authorized representatives.

THE CITY OF LOS ANGELES

By signing below, the signatory attests that they have no personal, financial, beneficial, or familial interest in this contract.

By: _____
JIM McDONNELL
Chief of Police

Date: _____

ABET SECURITY SERVICES INC.

By: Rosa I. Chavez
ROSA I. CHAVEZ
CEO

Date: 2-19-2025

APPROVED AS TO FORM:

HYDEE FELDSTEIN SOTO, City Attorney

By: _____
SAMUEL PETTY
Deputy City Attorney

Date: _____

(2nd Corporate Officer)

By: Raul J Perez
RAUL J. PEREZ
President

Date: 2/19/2025

ATTEST:

HOLLY L. WOLCOTT, City Clerk

By: _____
Deputy City Clerk

Date: _____

City Business Tax Registration Certificate (BTRC) Number: 0002505048000 12

Internal Revenue Service Taxpayer Identification Number: 95-4823265

Agreement Number: C-141549-1

ATTACHMENT A

Standard Provisions for City Contracts (Rev. 1/25 [v.2])

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STANDARD PROVISIONS FOR CITY CONTRACTS

PSC-1. Construction of Provisions and Titles Herein

All titles, subtitles, or headings in this Contract have been inserted for convenience, and shall not be deemed to affect the meaning or construction of any of the terms or provisions of this Contract. The language of this Contract shall be construed according to its fair meaning and not strictly for or against **CITY** or **CONTRACTOR**. The word "**CONTRACTOR**" includes the party or parties identified in this Contract. The singular shall include the plural and if there is more than one **CONTRACTOR**, unless expressly stated otherwise, their obligations and liabilities shall be joint and several. Use of the feminine, masculine, or neuter genders shall be deemed to include the genders not used.

PSC-2. Applicable Law, Interpretation and Enforcement

Each party's performance shall comply with all applicable laws of the United States of America, the State of California, and **CITY**, including but not limited to, laws regarding health and safety, labor and employment, wage and hours and licensing. This Contract shall be enforced and interpreted under the laws of the State of California without regard to conflict of law principles. **CONTRACTOR** shall comply with new, amended, or revised laws, regulations, or procedures that apply to the performance of this Contract with no additional compensation paid to **CONTRACTOR**.

In any action arising out of this Contract, **CONTRACTOR** consents to personal jurisdiction, and agrees to bring all such actions, exclusively in state or federal courts located in Los Angeles County, California.

If any part, term or provision of this Contract is held void, illegal, unenforceable, or in conflict with any federal, state or local law or regulation, the validity of the remaining parts, terms or provisions of this Contract shall not be affected.

PSC-3. Time of Effectiveness

Unless otherwise provided, this Contract shall take effect when all of the following events have occurred:

A. This Contract has been signed on behalf of **CONTRACTOR** by the person or persons authorized to bind **CONTRACTOR**;

B. This Contract has been approved by the City Council or by the board, officer or employee authorized to give such approval;

C. The Office of the City Attorney has indicated in writing its approval of this Contract as to form; and

D. This Contract has been signed on behalf of **CITY** by the person designated by the City Council, or by the board, officer or employee authorized to enter into this Contract.

PSC-4. Integrated Contract

This Contract sets forth all of the rights and duties of the parties with respect to the subject matter of this Contract, and replaces any and all previous Contracts or understandings, whether written or oral, relating thereto. This Contract may be amended only as provided for in the provisions of PSC-5 hereof.

PSC-5. Amendment

All amendments to this Contract shall be in writing and signed and approved pursuant to the provisions of PSC-3.

PSC-6. Excusable Delays

Neither party shall be liable for its delay or failure to perform any obligation under and in accordance with this Contract, if the delay or failure arises out of fires, floods, earthquakes, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by the party or any of the party's Subcontractors), freight embargoes, terrorist acts, insurrections or other civil disturbances, or other similar events to those described above, but in each case the delay or failure to perform must be beyond the control and without any fault or negligence of the party delayed or failing to perform (these events are referred to in this provision as "Force Majeure Events").

Notwithstanding the foregoing, a delay or failure to perform by a Subcontractor of **CONTRACTOR** shall not constitute a Force Majeure Event, unless the delay or failure arises out of causes beyond the control of both **CONTRACTOR** and Subcontractor, and without any fault or negligence of either of them. In such case, **CONTRACTOR** shall not be liable for the delay or failure to perform, unless the goods or services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit **CONTRACTOR** to perform timely. As used in this Contract, the term "Subcontractor" means a subcontractor at any tier.

In the event **CONTRACTOR'S** delay or failure to perform arises out of a Force Majeure Event, **CONTRACTOR** agrees to use commercially reasonable best efforts to obtain the goods or services from other sources, and to otherwise mitigate the damages and reduce the delay caused by the Force Majeure Event.

PSC-7. Waiver

A waiver of a default of any part, term or provision of this Contract shall not be construed as a waiver of any succeeding default or as a waiver of the part, term or provision itself. A party's performance after the other party's default shall not be construed as a waiver of that default.

PSC-8. Suspension

At **CITY'S** sole discretion, **CITY** may suspend any or all services provided under this Contract by providing **CONTRACTOR** with written notice of suspension. Upon receipt of the notice of suspension, **CONTRACTOR** shall immediately cease the services

suspended and shall not incur any additional obligations, costs or expenses to **CITY** until **CITY** gives written notice to recommence the services.

PSC-9. Termination

A. Termination for Convenience

CITY may terminate this Contract for **CITY'S** convenience at any time by providing **CONTRACTOR** thirty days written notice. Upon receipt of the notice of termination, **CONTRACTOR** shall immediately take action not to incur any additional obligations, costs or expenses, except as may be necessary to terminate its activities. **CITY** shall pay **CONTRACTOR** its reasonable and allowable costs through the effective date of termination and those reasonable and necessary costs incurred by **CONTRACTOR** to effect the termination. Thereafter, **CONTRACTOR** shall have no further claims against **CITY** under this Contract. All finished and unfinished documents and materials procured for or produced under this Contract, including all intellectual property rights **CITY** is entitled to, shall become **CITY** property upon the date of the termination. **CONTRACTOR** agrees to execute any documents necessary for **CITY** to perfect, memorialize, or record **CITY'S** ownership of rights provided herein.

B. Termination for Breach of Contract

1. Except as provided in PSC-6, if **CONTRACTOR** fails to perform any of the provisions of this Contract or so fails to make progress as to endanger timely performance of this Contract, **CITY** may give **CONTRACTOR** written notice of the default. **CITY'S** default notice will indicate whether the default may be cured and the time period to cure the default to the sole satisfaction of **CITY**. Additionally, **CITY'S** default notice may offer **CONTRACTOR** an opportunity to provide **CITY** with a plan to cure the default, which shall be submitted to **CITY** within the time period allowed by **CITY**. At **CITY'S** sole discretion, **CITY** may accept or reject **CONTRACTOR'S** plan. If the default cannot be cured or if **CONTRACTOR** fails to cure within the period allowed by **CITY**, then **CITY** may terminate this Contract due to **CONTRACTOR'S** breach of this Contract.

2. If the default under this Contract is due to **CONTRACTOR'S** failure to maintain the insurance required under this Contract, **CONTRACTOR** shall immediately: (1) suspend performance of any services under this Contract for which insurance was required; and (2) notify its employees and Subcontractors of the loss of insurance coverage and Contractor's obligation to suspend performance of services. **CONTRACTOR** shall not recommence performance until **CONTRACTOR** is fully insured and in compliance with **CITY'S** requirements.

3. If a federal or state proceeding for relief of debtors is undertaken by or against **CONTRACTOR**, or if **CONTRACTOR** makes an assignment for the benefit of creditors, then **CITY** may immediately terminate this Contract.

4. If **CONTRACTOR** engages in any dishonest conduct related to the performance or administration of this Contract or violates **CITY'S** laws, regulations or policies relating to lobbying, then **CITY** may immediately terminate this Contract.

5. Acts of Moral Turpitude

   a. **CONTRACTOR** shall immediately notify **CITY** if **CONTRACTOR** or any Key Person, as defined below, is charged with, indicted for, convicted of, pleads nolo contendere to, or forfeits bail or fails to appear in court for a hearing related to, any act which constitutes an offense involving moral turpitude under federal, state, or local laws ("Act of Moral Turpitude").

   b. If **CONTRACTOR** or a Key Person is convicted of, pleads nolo contendere to, or forfeits bail or fails to appear in court for a hearing related to, an Act of Moral Turpitude, **CITY** may immediately terminate this Contract.

   c. If **CONTRACTOR** or a Key Person is charged with or indicted for an Act of Moral Turpitude, **CITY** may terminate this Contract after providing **CONTRACTOR** an opportunity to present evidence of **CONTRACTOR'S** ability to perform under the terms of this Contract.

   d. Acts of Moral Turpitude include, but are not limited to: violent felonies as defined by Penal Code Section 667.5, crimes involving weapons, crimes resulting in serious bodily injury or death, serious felonies as defined by Penal Code Section 1192.7, and those crimes referenced in the Penal Code and articulated in California Public Resources Code Section 5164(a)(2); in addition to and including acts of murder, rape, sexual assault, robbery, kidnapping, human trafficking, pimping, voluntary manslaughter, aggravated assault, assault on a peace officer, mayhem, fraud, domestic abuse, elderly abuse, and child abuse, regardless of whether such acts are punishable by felony or misdemeanor conviction.

e. For the purposes of this provision, a Key Person is a principal, officer, or employee assigned to this Contract, or owner (directly or indirectly, through one or more intermediaries) of ten percent or more of the voting power or equity interests of **CONTRACTOR**.

6. In the event **CITY** terminates this Contract as provided in this section, **CITY** may procure, upon such terms and in the manner as **CITY** may deem appropriate, services similar in scope and level of effort to those so terminated, and **CONTRACTOR** shall be liable to **CITY** for all of its costs and damages, including, but not limited to, any excess costs for such services.

7. If, after notice of termination of this Contract under the provisions of this section, it is determined for any reason that **CONTRACTOR** was not in default under the provisions of this section, or that the default was excusable under the terms of this Contract, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to PSC-9(A) Termination for Convenience.

8. The rights and remedies of **CITY** provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

C. In the event that this Contract is terminated, **CONTRACTOR** shall immediately notify all employees and Subcontractors, and shall notify in writing all other parties contracted with under the terms of this Contract within five working days of the termination.

PSC-10. Independent Contractor

CONTRACTOR is an independent contractor and not an agent or employee of **CITY**. **CONTRACTOR** shall not represent or otherwise hold out itself or any of its directors, officers, partners, employees, or agents to be an agent or employee of **CITY**.

PSC-11. Contractor's Personnel

Unless otherwise approved by **CITY**, **CONTRACTOR** shall use its own employees to perform the services described in this Contract. **CITY** has the right to review and approve any personnel who are assigned to work under this Contract. **CONTRACTOR** shall remove personnel from performing work under this Contract if requested to do so by **CITY**.

CONTRACTOR shall not use Subcontractors to assist in performance of this Contract without the prior written approval of **CITY**. If **CITY** permits the use of Subcontractors, **CONTRACTOR** shall remain responsible for performing all aspects of this Contract and paying all Subcontractors. **CITY** has the right to approve **CONTRACTOR'S** Subcontractors, and **CITY** reserves the right to request replacement of any

Subcontractor. **CITY** does not have any obligation to pay **CONTRACTOR'S** Subcontractors, and nothing herein creates any privity of contract between **CITY** and any Subcontractor.

PSC-12. Assignment and Delegation

CONTRACTOR may not, unless it has first obtained the written permission of **CITY**:

A. Assign or otherwise alienate any of its rights under this Contract, including the right to payment; or

B. Delegate, subcontract, or otherwise transfer any of its duties under this Contract.

PSC-13. Permits

CONTRACTOR and its directors, officers, partners, agents, employees, and Subcontractors, shall obtain and maintain all licenses, permits, certifications and other documents necessary for **CONTRACTOR'S** performance of this Contract. **CONTRACTOR** shall immediately notify **CITY** of any suspension, termination, lapses, non-renewals, or restrictions of licenses, permits, certificates, or other documents that relate to **CONTRACTOR'S** performance of this Contract.

PSC-14. Claims for Labor and Materials

CONTRACTOR shall promptly pay when due all amounts owed for labor and materials furnished in the performance of this Contract so as to prevent any lien or other claim under any provision of law from arising against any **CITY** property (including reports, documents, and other tangible or intangible matter produced by **CONTRACTOR** hereunder), and shall pay all amounts due under the Unemployment Insurance Act or any other applicable law with respect to labor used to perform under this Contract.

PSC-15. Current Los Angeles City Business Tax Registration Certificate Required

For the duration of this Contract, **CONTRACTOR** shall maintain valid Business Tax Registration Certificate(s) as required by **CITY'S** Business Tax Ordinance, Section 21.00 *et seq*. of the Los Angeles Municipal Code ("LAMC"), and shall not allow the Certificate to lapse or be revoked or suspended.

PSC-16. Retention of Records, Audit and Reports

CONTRACTOR shall maintain all records, including records of financial transactions, pertaining to the performance of this Contract, in their original form or as otherwise approved by **CITY**. These records shall be retained for a period of no less than three years from the later of the following: (1) final payment made by **CITY**, (2) the expiration of this Contract or (3) termination of this Contract. The records will be subject to examination and audit by authorized **CITY** personnel or **CITY'S** representatives at any time. **CONTRACTOR** shall provide any reports requested by **CITY** regarding

performance of this Contract. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

In lieu of retaining the records for the term as prescribed in this provision, **CONTRACTOR** may, upon **CITY'S** written approval, submit the required information to **CITY** in an electronic format, e.g. USB flash drive, at the expiration or termination of this Contract.

PSC-17. Bonds

All bonds required by **CITY** shall be filed with the Office of the City Administrative Officer, Risk Management for its review and acceptance in accordance with Los Angeles Administrative Code ("LAAC") Sections 11.47 *et seq*., as amended from to time.

PSC-18. Indemnification

Except for the active negligence or willful misconduct of **CITY**, or any of its boards, officers, agents, employees, assigns and successors in interest, **CONTRACTOR** shall defend, indemnify and hold harmless **CITY** and any of its boards, officers, agents, employees, assigns, and successors in interest from and against all lawsuits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by **CITY**, including but not limited to, costs of experts and consultants), damages or liability of any nature whatsoever, for death or injury to any person, including **CONTRACTOR'S** employees and agents, or damage or destruction of any property of either party hereto or of third parties, arising in any manner by reason of an act, error, or omission by **CONTRACTOR,** Subcontractors, or their boards, officers, agents, employees, assigns, and successors in interest. The rights and remedies of **CITY** provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract. This provision will survive expiration or termination of this Contract.

PSC-19. Intellectual Property Indemnification

CONTRACTOR, at its own expense, shall defend, indemnify, and hold harmless the **CITY**, and any of its boards, officers, agents, employees, assigns, and successors in interest from and against all lawsuits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by **CITY**, including but not limited to, costs of experts and consultants), damages or liability of any nature arising out of the infringement, actual or alleged, direct or contributory, of any intellectual property rights, including, without limitation, patent, copyright, trademark, trade secret, right of publicity, and proprietary information: (1) on or in any design, medium, matter, article, process, method, application, equipment, device, instrumentation, software, hardware, or firmware used by **CONTRACTOR**, or its Subcontractors, in performing the work under this Contract; or (2) as a result of **CITY'S** actual or intended use of any Work Product (as defined in PSC-21) furnished by **CONTRACTOR**, or its Subcontractors, under this Contract. The rights and remedies of **CITY** provided in this section shall not be exclusive

and are in addition to any other rights and remedies provided by law or under this Contract. This provision will survive expiration or termination of this Contract.

PSC-20. Intellectual Property Warranty

CONTRACTOR represents and warrants that its performance of all obligations under this Contract does not infringe in any way, directly or contributorily, upon any third party's intellectual property rights, including, without limitation, patent, copyright, trademark, trade secret, right of publicity and proprietary information.

PSC-21. Ownership and License

Unless otherwise provided for herein, all finished and unfinished works, tangible or not, created under this Contract including, without limitation, documents, materials, data, reports, manuals, specifications, artwork, drawings, sketches, blueprints, studies, memoranda, computation sheets, computer programs and databases, schematics, photographs, video and audiovisual recordings, sound recordings, marks, logos, graphic designs, notes, websites, domain names, inventions, processes, formulas, matters and combinations thereof, and all forms of intellectual property originated and prepared by **CONTRACTOR** or its Subcontractors under this Contract (each a "Work Product"; collectively "Work Products") shall be and remain the exclusive property of **CITY** for its use in any manner **CITY** deems appropriate. **CONTRACTOR** hereby assigns to **CITY** all goodwill, copyright, trademark, patent, trade secret and all other intellectual property rights worldwide in any Work Products originated and prepared under this Contract. **CONTRACTOR** further agrees to execute any documents necessary for **CITY** to perfect, memorialize, or record **CITY'S** ownership of rights provided herein.

CONTRACTOR agrees that a monetary remedy for breach of this Contract may be inadequate, impracticable, or difficult to prove and that a breach may cause **CITY** irreparable harm. **CITY** may therefore enforce this requirement by seeking injunctive relief and specific performance, without any necessity of showing actual damage or irreparable harm. Seeking injunctive relief or specific performance does not preclude **CITY** from seeking or obtaining any other relief to which **CITY** may be entitled.

For all Work Products delivered to **CITY** that are not originated or prepared by **CONTRACTOR** or its Subcontractors under this Contract, **CONTRACTOR** shall secure a grant, at no cost to **CITY**, for a non-exclusive perpetual license to use such Work Products for any **CITY** purposes.

CONTRACTOR shall not provide or disclose any Work Product to any third party without prior written consent of **CITY**.

Any subcontract entered into by **CONTRACTOR** relating to this Contract shall include this provision to contractually bind its Subcontractors performing work under this Contract such that **CITY'S** ownership and license rights of all Work Products are preserved and protected as intended herein.

PSC-22. Data Protection

A. **CONTRACTOR** shall protect, using the most secure means and technology that is commercially available, **CITY**-provided data or consumer-provided data acquired in the course and scope of this Contract, including but not limited to customer lists and customer credit card or consumer data, (collectively, the "City Data"). **CONTRACTOR** shall notify **CITY** in writing as soon as reasonably feasible, and in any event within twenty-four hours, of **CONTRACTOR'S** discovery or reasonable belief of any unauthorized access of City Data (a "Data Breach"), or of any incident affecting, or potentially affecting City Data related to cyber security (a "Security Incident"), including, but not limited to, denial of service attack, and system outage, instability or degradation due to computer malware or virus. **CONTRACTOR** shall begin remediation immediately. **CONTRACTOR** shall provide daily updates, or more frequently if required by **CITY**, regarding findings and actions performed by **CONTRACTOR** until the Data Breach or Security Incident has been effectively resolved to **CITY'S** satisfaction. **CONTRACTOR** shall conduct an investigation of the Data Breach or Security Incident and shall share the report of the investigation with **CITY**. At **CITY'S** sole discretion, **CITY** and its authorized agents shall have the right to lead or participate in the investigation. **CONTRACTOR** shall cooperate fully with **CITY**, its agents and law enforcement.

B. If **CITY** is subject to liability for any Data Breach or Security Incident, then **CONTRACTOR** shall fully indemnify and hold harmless **CITY** and defend against any resulting actions.

PSC-23. Insurance

During the term of this Contract and without limiting **CONTRACTOR'S** obligation to indemnify, hold harmless and defend **CITY**, **CONTRACTOR** shall provide and maintain at its own expense a program of insurance having the coverages and limits not less than the required amounts and types as determined by the Office of the City Administrative Officer of Los Angeles, Risk Management (template Form General 146 in Exhibit 1 hereto). The insurance must: (1) conform to **CITY'S** requirements; (2) comply with the Insurance Contractual Requirements (Form General 133 in Exhibit 1 hereto); and (3) otherwise be in a form acceptable to the Office of the City Administrative Officer, Risk Management. **CONTRACTOR** shall comply with all Insurance Contractual Requirements shown on Exhibit 1 hereto. Exhibit 1 is hereby incorporated by reference and made a part of this Contract.

PSC-24. Best Terms

Throughout the term of this Contract, **CONTRACTOR**, shall offer **CITY** the best terms, prices, and discounts that are offered to any of **CONTRACTOR'S** customers for similar goods and services provided under this Contract.

PSC-25. Warranty and Responsibility of Contractor

CONTRACTOR warrants that the work performed hereunder shall be completed in a manner consistent with professional standards practiced among those firms within **CONTRACTOR'S** profession, doing the same or similar work under the same or similar circumstances.

PSC-26. Mandatory Provisions Pertaining to Non-Discrimination in Employment

Unless otherwise exempt, this Contract is subject to the applicable non-discrimination, equal benefits, equal employment practices, and affirmative action program provisions in LAAC Section 10.8 et seq., as amended from time to time.

A. **CONTRACTOR** shall comply with the applicable non-discrimination and affirmative action provisions of the laws of the United States of America, the State of California, and **CITY**. In performing this Contract, **CONTRACTOR** shall not discriminate in any of its hiring or employment practices against any employee or applicant for employment because of such person's race, color, religion, national origin, ancestry, sex, sexual orientation, gender, gender identity, age, disability, domestic partner status, marital status or medical condition.

B. The requirements of Section 10.8.2.1 of the LAAC, the Equal Benefits Ordinance, and the provisions of Section 10.8.2.1(f) are incorporated and made a part of this Contract by reference.

C. The provisions of Section 10.8.3 of the LAAC are incorporated and made a part of this Contract by reference and will be known as the "Equal Employment Practices" provisions of this Contract.

D. The provisions of Section 10.8.4 of the LAAC are incorporated and made a part of this Contract by reference and will be known as the "Affirmative Action Program" provisions of this Contract.

Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-27. Child Support AssignmentOrders

CONTRACTOR shall comply with the Child Support Assignment Orders Ordinance, Section 10.10 of the LAAC, as amended from time to time. Pursuant to Section 10.10(b) of the LAAC, **CONTRACTOR** shall fully comply with all applicable State and Federal employment reporting requirements. Failure of **CONTRACTOR** to comply with all applicable reporting requirements or to implement lawfully served Wage and Earnings Assignment or Notices of Assignment, or the failure of any principal owner(s) of **CONTRACTOR** to comply with any Wage and Earnings Assignment or Notices of Assignment applicable to them personally, shall constitute a default by the **CONTRACTOR** under this Contract. Failure of **CONTRACTOR** or principal owner to cure

the default within 90 days of the notice of default will subject this Contract to termination for breach. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-28. Living Wage Ordinance

CONTRACTOR shall comply with the Living Wage Ordinance, LAAC Section 10.37 *et seq.*, as amended from time to time. **CONTRACTOR** further agrees that it shall comply with federal law proscribing retaliation for union organizing. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-29. Service Contractor Worker Retention Ordinance

CONTRACTOR shall comply with the Service Contractor Worker Retention Ordinance, LAAC Section 10.36 *et seq.*, as amended from time to time. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-30. Access and Accommodations

CONTRACTOR represents and certifies that:

A. **CONTRACTOR** shall comply with the Americans with Disabilities Act, as amended, 42 U.S.C. Section 12101 et seq., the Rehabilitation Act of 1973, as amended, 29 U.S.C. Section 701 et seq., the Fair Housing Act, and its implementing regulations and any subsequent amendments, and California Government Code Section 11135;

B. **CONTRACTOR** shall not discriminate on the basis of disability or on the basis of a person's relationship to, or association with, a person who has a disability;

C. **CONTRACTOR** shall provide reasonable accommodation upon request to ensure equal access to **CITY**-funded programs, services and activities;

D. Construction will be performed in accordance with the Uniform Federal Accessibility Standards (UFAS), 24 C.F.R. Part 40; and

E. The buildings and facilities used to provide services under this Contract are in compliance with the federal and state standards for accessibility as set forth in the 2010 ADA Standards, California Title 24, Chapter 11, or other applicable federal and state law.

CONTRACTOR understands that **CITY** is relying upon these certifications and representations as a condition to funding this Contract. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-31. Contractor Responsibility Ordinance

CONTRACTOR shall comply with the Contractor Responsibility Ordinance, LAAC Section 10.40 *et seq*., as amended from time to time.

PSC-32. Business Inclusion Program

Unless otherwise exempted prior to bid submission, **CONTRACTOR** shall comply with all aspects of the Business Inclusion Program as described in the Request for Proposal/Qualification process, throughout the duration of this Contract. **CONTRACTOR** shall utilize the Regional Alliance Marketplace for Procurement ("RAMP") at https://www.rampla.org/s/, to perform and document outreach to Minority, Women, and Other Business Enterprises. **CONTRACTOR** shall perform subcontractor outreach activities through RAMP. **CONTRACTOR** shall not change any of its designated Subcontractors or pledged specific items of work to be performed by these Subcontractors, nor shall **CONTRACTOR** reduce their level of effort, without prior written approval of **CITY**.

PSC-33. Slavery Disclosure Ordinance

CONTRACTOR shall comply with the Slavery Disclosure Ordinance, LAAC Section 10.41 *et seq.*, as amended from time to time. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-34. First Source Hiring Ordinance

CONTRACTOR shall comply with the First Source Hiring Ordinance, LAAC Section 10.44 *et seq.*, as amended from time to time. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-35. Local Business Preference Ordinance

CONTRACTOR shall comply with the Local Business Preference Ordinance, LAAC Section 10.47 *et seq.*, as amended from time to time. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-36. Iran Contracting Act

In accordance with California Public Contract Code Sections 2200-2208, all contractors entering into, or renewing contracts with **CITY** for goods and services estimated at $1,000,000 or more are required to complete, sign, and submit the "Iran Contracting Act of 2010 Compliance Affidavit."

PSC-37. Restrictions on Campaign Contributions and Fundraising in City Elections

Unless otherwise exempt, if this Contract is valued at $100,000 or more and requires approval by an elected **CITY** office, **CONTRACTOR**, **CONTRACTOR'S** principals, and **CONTRACTOR'S** Subcontractors expected to receive at least $100,000 for performance

under the Contract, and the principals of those Subcontractors (the "Restricted Persons") shall comply with Charter Section 470(c)(12) and LAMC Section 49.7.35. Failure to comply entitles **CITY** to terminate this Contract and to pursue all available legal remedies. Charter Section 470(c)(12) and LAMC Section 49.7.35 limit the ability of the Restricted Persons to make campaign contributions to and engage in fundraising for certain elected **CITY** officials or candidates for elected **CITY** office for twelve months after this Contract is signed. Additionally, a **CONTRACTOR** subject to Charter Section 470(c)(12) is required to comply with disclosure requirements by submitting a completed and signed Ethics Commission Form 55 and to amend the information in that form as specified by law. Any **CONTRACTOR** subject to Charter Section 470(c)(12) shall include the following notice in any contract with any Subcontractor expected to receive at least $100,000 for performance under this Contract:

> "Notice Regarding Restrictions on Campaign Contributions and Fundraising in City Elections
>
> You are a subcontractor on City of Los Angeles Contract # _____. Pursuant to the City of Los Angeles Charter Section 470(c)(12) and related ordinances, you and your principals are prohibited from making campaign contributions to and fundraising for certain elected City of Los Angeles ("**CITY**") officials and candidates for elected **CITY** office for twelve months after the **CITY** contract is signed. You are required to provide the names and contact information of your principals to the **CONTRACTOR** and to amend that information within ten business days if it changes during the twelve month time period. Failure to comply may result in termination of this Contract and any other available legal remedies. Information about the restrictions may be found online at ethics.lacity.org or by calling the Los Angeles City Ethics Commission at (213) 978-1960."

PSC-38. Contractors' Use of Criminal History for Consideration of Employment Applications

CONTRACTOR shall comply with the City Contractors' Use of Criminal History for Consideration of Employment Applications Ordinance, LAAC Section 10.48 *et seq*., as amended from time to time. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-39. Limitation of City's Obligation to Make Payment to Contractor

Notwithstanding any other provision of this Contract, including any exhibits or attachments incorporated therein, and in order for **CITY** to comply with its governing legal requirements, **CITY** shall have no obligation to make any payments to **CONTRACTOR** unless **CITY** shall have first made an appropriation of funds equal to or in excess of its obligation to make any payments as provided in this Contract. **CONTRACTOR** agrees that any services provided by **CONTRACTOR**, purchases made by **CONTRACTOR** or expenses incurred by **CONTRACTOR** in excess of the appropriation(s) shall be free and without charge to **CITY** and **CITY** shall have no obligation to pay for the services, purchases or expenses. **CONTRACTOR** shall have no obligation to provide any services,

provide any equipment or incur any expenses in excess of the appropriated amount(s) until **CITY** appropriates additional funds for this Contract.

PSC-40. Compliance with Identity Theft Laws and Payment Card Data Security Standards

CONTRACTOR shall comply with all identity theft laws including without limitation, laws related to: (1) payment devices; (2) credit and debit card fraud; and (3) the Fair and Accurate Credit Transactions Act ("FACTA"), including its requirement relating to the content of transaction receipts provided to Customers. **CONTRACTOR** also shall comply with all requirements related to maintaining compliance with Payment Card Industry Data Security Standards ("PCI DSS"). During the performance of any service to install, program or update payment devices equipped to conduct credit or debit card transactions, including PCI DSS services, **CONTRACTOR** shall verify proper truncation of receipts in compliance with FACTA.

PSC-41. Compliance with California Public Resources Code Section 5164

California Public Resources Code Section 5164 prohibits a public agency from hiring a person for employment or as a volunteer to perform services at any park, playground, or community center used for recreational purposes in a position that has supervisory or disciplinary authority over any minor, if the person has been convicted of certain crimes as referenced in the Penal Code, and articulated in California Public Resources Code Section 5164(a)(2).

If applicable, **CONTRACTOR** shall comply with California Public Resources Code Section 5164, and shall additionally adhere to all rules and regulations that have been adopted or that may be adopted by **CITY**. **CONTRACTOR** is required to have all employees, volunteers and Subcontractors (including all employees and volunteers of any Subcontractor) of **CONTRACTOR** working on premises to pass a fingerprint and background check through the California Department of Justice at **CONTRACTOR'S** sole expense, indicating that such individuals have never been convicted of certain crimes as referenced in the Penal Code and articulated in California Public Resources Code Section 5164(a)(2), if the individual will have supervisory or disciplinary authority over any minor.

PSC-42. Possessory Interests Tax

Rights granted to **CONTRACTOR** by **CITY** may create a possessory interest. **CONTRACTOR** agrees that any possessory interest created may be subject to California Revenue and Taxation Code Section 107.6 and a property tax may be levied on that possessory interest. If applicable, **CONTRACTOR** shall pay the property tax. **CONTRACTOR** acknowledges that the notice required under California Revenue and Taxation Code Section 107.6 has been provided.

PSC-43. Confidentiality

All documents, information and materials provided to **CONTRACTOR** by **CITY** or All documents, information, City Data (as that term is defined in PSC-22), and materials provided to **CONTRACTOR** by **CITY** or developed by **CONTRACTOR** pursuant to this Contract (collectively "Confidential Information") are confidential. **CONTRACTOR** shall not provide, and shall prohibit its employees and subcontractors from providing or disclosing, any Confidential Information or their contents or any information therein either orally or in writing, to any person or entity, except as authorized by **CITY** or as required by law. **CONTRACTOR** shall immediately notify **CITY** of any attempt by a third party to obtain access to any Confidential Information. This provision shall survive expiration or termination of this Contract.

PSC-44. Contractor Data Reporting

If Contractor is a for-profit, privately owned business, Contractor shall, within 30 days of the effective date of the Contract and on an annual basis thereafter (i.e., within 30 days of the annual anniversary of the effective date of the Contract), report the following information to City via the Regional Alliance Marketplace for Procurement ("RAMP") or via another method specified by City: Contractor's and any Subcontractor's annual revenue, number of employees, location, industry, race/ethnicity and gender of majority owner ("Contractor/Subcontractor Information"). Contractor shall further request, on an annual basis, that any Subcontractor input or update its business profile, including the Contractor/Subcontractor Information, on RAMP or via another method prescribed by City.

EXHIBIT 1

INSURANCE CONTRACTUAL REQUIREMENTS

CONTACT For additional information about compliance with City Insurance and Bond requirements, contact the Office of the City Administrative Officer, Risk Management at (213) 978-RISK (7475) or go online at www.lacity.org/cao/risk. The City approved Bond Assistance Program is available for those contractors who are unable to obtain the City-required performance bonds. A City approved insurance program may be available as a low cost alternative for contractors who are unable to obtain City-required insurance.

CONTRACTUAL REQUIREMENTS

CONTRACTOR AGREES THAT:

1. Additional Insured/Loss Payee. The CITY must be included as an Additional Insured in applicable liability policies to cover the CITY'S liability arising out of the acts or omissions of the named insured. The CITY is to be named as an Additional Named Insured and a Loss Payee As Its Interests May Appear in property insurance in which the CITY has an interest, e.g., as a lien holder.

2. Notice of Cancellation. All required insurance will be maintained in full force for the duration of its business with the CITY. By ordinance, all required insurance must provide at least thirty (30) days' prior written notice (ten (10) days for non-payment of premium) directly to the CITY if your insurance company elects to cancel or materially reduce coverage or limits prior to the policy expiration date, for any reason except impairment of an aggregate limit due to prior claims.

3. Primary Coverage. CONTRACTOR will provide coverage that is primary with respect to any insurance or self-insurance of the CITY. The CITY'S program shall be excess of this insurance and non-contributing.

4. Modification of Coverage. The CITY reserves the right at any time during the term of this Contract to change the amounts and types of insurance required hereunder by giving CONTRACTOR ninety (90) days' advance written notice of such change. If such change should result in substantial additional cost to CONTRACTOR, the CITY agrees to negotiate additional compensation proportional to the increased benefit to the CITY.

5. Failure to Procure Insurance. All required insurance must be submitted and approved by the Office of the City Administrative Officer, Risk Management prior to the inception of any operations by CONTRACTOR.

CONTRACTOR'S failure to procure or maintain required insurance or a self-insurance program during the entire term of this Contract shall constitute a material breach of this Contract under which the CITY may immediately suspend or terminate this Contract or, at its discretion, procure or renew such insurance to protect the CITY'S interests and pay any and all premiums in connection therewith and recover all monies so paid from CONTRACTOR.

6. Workers' Compensation. By signing this Contract, CONTRACTOR hereby certifies that it is aware of the provisions of Section 3700 *et seq*., of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake

self-insurance in accordance with the provisions of that Code, and that it will comply with such provisions at all time during the performance of the work pursuant to this Contract.

7. California Licensee. All insurance must be provided by an insurer admitted to do business in California or written through a California-licensed surplus lines broker or through an insurer otherwise acceptable to the CITY. Non-admitted coverage must contain a **Service of Suit** clause in which the underwriters agree to submit as necessary to the jurisdiction of a California court in the event of a coverage dispute. Service of process for this purpose must be allowed upon an agent in California designated by the insurer or upon the California Insurance Commissioner.

8. Aggregate Limits/Impairment. If any of the required insurance coverages contain annual aggregate limits, CONTRACTOR must give the CITY written notice of any pending claim or lawsuit which will materially diminish the aggregate within thirty (30) days of knowledge of same. You must take appropriate steps to restore the impaired aggregates or provide replacement insurance protection within thirty (30) days of knowledge of same. The CITY has the option to specify the minimum acceptable aggregate limit for each line of coverage required. No substantial reductions in scope of coverage which may affect the CITY'S protection are allowed without the CITY'S prior written consent.

9. Commencement of Work. For purposes of insurance coverage only, this Contract will be deemed to have been executed immediately upon any party hereto taking any steps that can be considered to be in furtherance of or towards performance of this Contract. The requirements in this Section supersede all other sections and provisions of this Contract, including, but not limited to, PSC-3, to the extent that any other section or provision conflicts with or impairs the provisions of this Section.

Form Gen. 146 (Rev. 6/12)

Required Insurance and Minimum Limits

Name: Abet Security Services Inc Date: 2/18/2021

Agreement/Reference: Security Guard Services for the City of Los Angeles

Evidence of coverages checked below, with the specified minimum limits, must be submitted and approved prior to occupancy/start of operations. Amounts shown are Combined Single Limits ("CSLs"). For Automobile Liability, split limits may be substituted for a CSL if the total per occurrence equals or exceeds the CSL amount.

Limits

✓ **Workers' Compensation (WC) and Employer's Liability (EL)**

WC *Statutory*

EL 1,000,000

● Waiver of Subrogation in favor of City ☐ Longshore & Harbor Workers ☐ Jones Act

✓ **General Liability** 5,000,000

● Products/Completed Operations ☐ Sexual Misconduct

☐ Fire Legal Liability

☐

✓ **Automobile Liability** (for any and all vehicles used for this contract, other than commuting to/from work) 2,000,000

___ **Professional Liability** (Errors and Omissions)

Discovery Period

___ **Property Insurance** (to cover replacement cost of building - as determined by insurance company)

☐ All Risk Coverage ☐ Boiler and Machinery

☐ Flood ☐ Builder's Risk

☐ Earthquake ☐

___

☐

___ **Surety Bonds -** Performance and Payment (Labor and Materials) Bonds

___ **Crime Insurance**

Other: Provided to: Louis Laudermilk, Serial No. N1117, (213) 486-0112

ATTACHMENT B

STATEMENT OF WORK

STATEMENT OF WORK

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The following tasks and work activities are general minimum work and services that the security personnel will perform, and are applicable to all City facility/site locations and security posts:

1.0 Contractors' Responsibilities

The Contractor shall be responsible to perform the work and services described within this statement of work. The Contractor, at its own expense, shall provide and furnish all labor, training, equipment, vehicles, bicycles, protective equipment, guard tour management/monitoring systems and supplies for the assigned Security Guards for their performance of security services as specified. This responsibility includes the tools, equipment, supplies, and methods used to perform the security work, and protections of property of every description used in connection therewith. Facility Post orders shall be drafted by the Contractor in collaboration with facility management.

The Contractor shall supply the City with security personnel who have been properly screened, trained, qualified, and/or certified, and who meet the minimum requirements and qualifications described within the Agreement. The City reserves the right to perform background checks, to interview all guards prior to their being assigned to the contract, and to accept or reject them.

The Contractor shall provide patrol services, on foot, bicycle, or in a vehicle, and attendance at all court ordered proceedings, as required. The Contractor shall also ensure all required permits and/or licenses are maintained up to date at all times. All charges, taxes, fees and costs shall be included in the fees for the work under this Contract.

The Contractor, at their expense, shall provide and furnish all labor, equipment, vehicles, bicycles, protective equipment, guard tour management/monitoring systems and supplies for the assigned security guards for their performance of security services as specified.

The Contractor shall ensure that each employee be issued a copy of the Statement of Work and sign a waiver acknowledging the receipt of the Statement of Work prior to working under this contract. The waiver shall be placed in their personnel file.

1.1 Supervision

Security guards shall be sufficiently supervised by the Contractor's supervisory staff. The Contractor shall employ at least one supervisor on each work shift for all locations. The Contractor's supervisors are expected to travel to assigned facilities on a regular basis to work with their subordinates. Supervision checks are required to be conducted at least once a day per site and should be variable throughout the week.

The Contractor will be warned in the event of a missed site visit. After an issued warning, liquidated damages of $100 will be assessed for subsequent occurrences. The City may remove the site from the Contractor's assigned locations or may remove the supervisor from the location upon the continued occurrences.

Supervisory checks shall be documented on a daily activity report including a brief description of actions taken by the supervisor and the information disseminated.

Contractors shall submit a field supervisor site visit log that lists all locations that the supervisor visited during a shift. The log shall be submitted to the Contract Administrator on a monthly basis at the time of submission of all invoices to be paid. The format shall be mutually agreed upon.

The Security Services Division (SECSD) supervisors shall maintain overall supervisor responsibility for the duty and assignment of contract personnel (supervisors and guards) assigned to work under this contract. In-lieu of a supervisor, any SECSD Officer shall maintain the lead responsibility of a location and/or assignment and, during an incident, shall be guided by a supervisor and maintain lead responsibility until a field supervisor responds to location.

1.2 Duties and Performance

Contract security supervisors and guards shall possess basic writing skills and basic computer skills. They shall have the ability to work independently and the ability to communicate with the public and City employees.

Contract security supervisors and guards shall have satisfactorily completed the State of California training requirements for security guards as listed by the Department of Consumer Affairs – Bureau of Security and Investigative Services.

Contract security supervisors and guards must have a working knowledge of California Penal Code sections which are pertinent or applicable to guard services.

Contract security supervisors and guards shall maintain a working knowledge of their assignments and follow procedures for each assigned location as specified in the Post Orders. This may include such duties as locking and unlocking the facility, providing area control and building security, completing daily activity reports, operating a lost and found log, storing articles, monitoring camera systems, responding to alarms, raising and lowering flags, securing safes, providing information to the public, and reporting malfunctioning equipment, hazardous and/or other safety conditions. Where required, security personnel shall ensure to verify city identification and permit only authorized personnel access to closed or restricted facilities. Contract security supervisors and guards may be required to testify in court ordered proceedings.

Contract security supervisors and guards shall be in uniform and remain alert, engaged, observant, and responsive at all times.

Contract security supervisors and guards shall not leave their assigned post until properly relieved. Should the relief guard be delayed or absent to an assigned post, the Contractor shall ensure there is a security guard always present at their assigned location.

Security guards shall be punctual and report to their assigned post on time. Guards reporting to cold start[1] sites shall report on time but no later than 7 minutes after the assigned start time. The Contractor will be warned for the first instance for a late report to a cold start site. After warning, the contractor will be assessed liquidated damages in the amount of $100 for subsequent occurrences of late reports to an assigned cold start site. The City may remove the site from the Contractor's assigned locations or may remove the guard from the site for continued occurrences.

Security guards shall check in to their Guard Tour Management System (GTMS) (aka Guard Tour Monitoring System) tour location at the specified interval per the Post orders. The Contractor will be warned when a security guard fails to report to a GTMS tour location at the required interval. The Contractor will be assessed liquidated damages in the amount of $100 for subsequent occurrences of failed GTMS tours at the required interval per the Post orders for each location. Subsequent and continued failures to report to a GTMS tour location at the required interval, may result in removal of the site from the Contractor's assigned locations or removal of the security guard from the location.

The Contractor's Field Supervisor shall:

a. Respond to on site emergencies or requests for assistance
b. Observe guards' work performance and correct any deviations from acceptable practice or procedures
c. Update post orders and explain new procedures to guards
d. Enforce contract regulations
e. Prepare and supervise work schedules
f. Maintain liaison with Contract Security Liaison and/or City staff
g. Schedule and monitor training
h. Conduct investigations and prepare incident and/or other pertinent reports as required
i. Conduct supervisory checks at all City site/facilities locations, Post Orders, buildings, grounds, and related properties, as necessary to provide quality control and assurances of security services provided
j. Provide onsite training as well as technical and administrative advice to security guards
k. Field Supervisors are prohibited from conducting self-post checks

1.3 Prohibited Activity

Security guards shall remain diligent in their duty and shall maintain proper attention to duty while working under this contract. While on duty, the following activities are prohibited at all assignments:

- Reading newspapers, or other unofficial, non-job-related material;
- Sleeping, napping, or being physically fatigued to the point that adherence

[1] A cold start refers to a Post that is not staffed 24-hours where the responding security guard is the first to be assigned.

to the post duties are diminished;

- Having, watching, listening, or using any type of media device, electronic or otherwise, that is not issued by the Department, and is non-job related including, but not limited to, televisions, computer laptops, DVD players, CD players, IPODs, MP3 players, PDAs, Gameboys, etc.;
- Radios are generally prohibited, however, if circumstances require the need to obtain news updates regarding important current events, a radio kept at low volume and discreetly out of view is acceptable;
- Eating or snacking on food. Water and other non-alcoholic beverages are acceptable, but its consumption should not interfere with post duties;
- Consuming alcoholic beverages or any controlled substance;
- Consuming prescription or over-the-counter medication if it diminishes adherence to post duties;
- Unnecessary and prolonged visits by other officers (whether on-duty or off-duty), guests, or other City employees;
- Littering, creating, or leaving a disorderly work environment;
- Unnecessary and undue conversation;
- City telephones are for official use only. Personal telephone calls should be made during break periods. Mobile telephones should not be used while on post unless exigent circumstances exist;
- City computers are for official use only. Internet activity should be job-related; and
- Any other activity that would interfere or hinder an officer to perform his or her post duties.

1.4 Injury, Illness and Disability

Guards who become unable to fulfill the functions of the position, including but not limited to injury, illness, pregnancy, disabilities etc., shall report it to their employer immediately. The Contractor shall find reasonable accommodation for any light-duty/restricted duty personnel at the Contractor's expense. In such event, the guard shall not be assigned to any City facility.

1.5 Guard Replacements

The Contract Administrator may direct the Contractor to replace any employee, when found necessary or in the best interest of the City. In such event the Contractor shall remove the employee from service under the Contract until properly authorized by the Contract Administrator. No written or verbal explanation for removal shall be required or supplied by the City.

1.6 Absences

When the Contractor becomes aware that a security guard will be absent from an assigned site and there might be a delay in replacement coverage, the contractor shall

notify the City at the earliest possible time but not later than the scheduled start of shift and contractor must provide replacement coverage. Security guards shall not leave their assigned post until they are relieved. After warning, liquidated damages of $100 will be assessed for subsequent occurrences of a security guard leaving their assigned Post without being properly relieved by Contractor's personnel. The City may remove the site from the Contractor's approved sites or remove the guard upon continued occurrences.

2.0 Reports

Reports are common documents that are completed by contract guards during the course of their duty. The more common reports required to be submitted by the Contractor including the following, but are not limited to:

Incident Reports. An Incident report is a fundamental tool utilized by security guards to document notable events to include, but not limited to, reporting observations, injuries, property damage, and any other noteworthy events. The Contractor must submit a copy of the report to the Security Services Division (SECSD) Contract Security Liaison Unit by the next business day after the reportable incident.

If an incident is of a serious or newsworthy nature at a City facility, such as the following, the contractor shall give immediate notification to the Security Services Division on-duty Watch Commander and the Contract Security Liaison Unit. An incident report shall be completed and forwarded to the Contract Security Liaison Unit immediately, but no later than 24-hours after the incident.

- Any workplace violence incidents or concerns
- VIP arrest, death, or victim of a crime
- Major Vehicle Pursuits/Traffic Accidents
- Major Crimes/Hate Crimes/Hate Incidents/Gang Involvement
- Any Shooting
- Kidnapping
- Conflict with Religious Group(s)
- Sexual Assault
- Burglary
- Hostage Situation
- Controversial/Politically Sensitive Incidents
- Missing/Found Child
- Adult Critical Missing
- Incidents causing media attention
- Explosive Device
- Unusual Occurrences (major fire, civil disturbance, aircraft incidents, chemical spills, natural disaster, significant hazmat, etc.)
- Damage to City equipment and/or facilities
- Any significant tip or lead indicating a possible terrorist threat to any City facilities or impacting the City of Los Angeles

Use of Force Report. Whenever a private contract security guard assigned to a City facility has been involved in a Use of Force (UOF) during the course of his/her duties shall make immediate notification to the Security Services Division Watch Commander.

A Contract Security Supervisor shall respond to the location to conduct an independent investigation. The involved Contract Security Guards shall remain on duty until LAPD and the Contract Security Supervisor complete their investigation.

All incident reports (completed by the contract guards and supervisor) shall be submitted to the Contract Security Liaison Unit immediately and no later than 24 hours after the incident.

During the involvement of a use of force, if the contract guard is the victim of a crime, the contract guard shall request for a Private Person's Arrest (PPA). The PPA allows LAPD to follow up and file charges against those who victimize our contractors. The contract guard(s) shall complete the applicable incident reports prior to going end of watch and shall be compensated by the contracting department.

All use of force investigation involving contract guards shall be investigated by SECSD, or another LAPD division. Any contract guards involved in the use of force incident shall remain on-duty until interviewed and recorded by the assigned sworn supervisor.

The SECSD Commanding Officer (CO) shall determine the work status for each contract guard(s) involved in the use of force incident. Depending on circumstances of the incident, the CO will determine to allow the contract guard to either remain on-duty or removed from assignment pending the outcome of the UOF investigation.

Contract Security Supervisor shall coordinate with the Contract Security Liaison staff within 3 business days to further discuss and review the act of force. Contractor will be warned when failing to meet this standard and will be assessed liquidated damages of $100 for all subsequent occurrences.

3.0 Personnel

The Contractor shall supply the City with security service personnel who are properly trained, qualified, and/or certified, and who meet the minimum requirements and qualifications called for in the Agreement. The City reserves the right to background check and/or interview all guards prior to being assigned to the Contract, and to accept or reject them.

The Contractor's security personnel shall be expected to maintain professional, courteous, and appropriate conduct, and shall adhere to all policies, rules, and orders regarding such conduct. Security guards shall maintain both a personal and uniform appearance that is neat, clean, and professional, and one that adheres to established standards.

The contractor's workforce shall be English proficient and have the ability to communicate (read, write, speak and understand) in English and as set forth in regulations, written orders, instructions, and training instructions. They should be in general good health and physically capable of performing the essential functions of the position.

3.1 Security Guard Types and Qualifications

Unarmed Security Guard: The minimum requirements for this position are one year of customer service work experience and possession of a valid guard card.

Armed Security Guard: The minimum requirements for this position include one year of experience as an armed security guard.

Armed Security Shift / Field Supervisor: The minimum requirements for this position include two-year experience as an armed security guard.

Professional Security Guard: The minimum requirements for this position include one- year experience as an armed security guard or one-year experience as a Peace Officer with a governmental organization. Additionally, candidates are subject to a final review by the Contract Administrator prior to deployment. Additionally, Professional Security Guards are required to possess and carry a California Basic POST certificate.

Post Commander: Onsite Supervisor, where direct supervision is required. The minimum requirements for this position include one year of experience as an armed security guard.

3.2 Licenses and Permits

The City requires that the security personnel shall possess all valid and current licenses, permits, certificates, and training as required in the performance of their duties, and have successfully passed a criminal background check. The required documents must include the following, which should be carried in their possession while on duty at any City site and a copy shall be maintained in the contractor's personnel files.

a) California Operators Driver's License or California I.D.
b) Valid Guard Card.
c) Valid Firearms Permit (for Armed and Professional Security Guards).
d) Valid Baton Permit (Side Handle/Expandable).
e) Valid Tear Gas Permit (Oleoresin Capsicum (OC)/Pepper Spray.
f) First Aid and CPR cards.
g) Company identification card.
h) Commission Investigation Division (CID)/Tax Permit

Personnel without valid permits will be immediately removed from their assigned post and will not be returned to a post assignment at any City facility until the card(s) is/are renewed, unless the renewal has been initiated and is pending issuance, for which a reasonable amount of time will be allowed.

Commission Investigation Division (CID) Registration. L.A.M.C. 52.34 – Each Contractor must be registered with the Board of Police Commissioners to receive a Commission Investigation Division (CID) Identification Card. Each individual security guard shall register with the Board of Police Commissioners and carry a current CID Identification Card for each company for which they work. CID will background check all officers and issue CID Cards.

Officers must maintain and carry a current CID Card, while employed as a contractor for the City of Los Angeles. Permits must be renewed annually. For further information, contact CID at (213) 996-1258.

3.3 Contractor Checklist

Contractor is required to complete a checklist verifying the compliance with all background, licenses and permit requirements prior to a guard's initial deployment into the City contract. The checklist shall be placed in their personal file and the contractor shall provide a copy upon request. In an emergency only, the checklist must be completed prior to the end of the next business day following the initial deployment.

This checklist shall include the completion of an orientation, receipt of the Statement of Work and attendance of mandated training described within this contract. This checklist shall be updated annually to ensure proper compliance with the contract.

3.4 Physical Examination

Security Guards assigned to work under the terms of this Agreement shall be in good physical condition and capable of fulfilling all work under this agreement.

3.5 Criminal Background Check

The Contractor shall complete a criminal background check of all security personnel prior to assignment under the Contract, and prior to assigning personnel to City facilities, sites, and/or posts. Thereafter, the Contractor shall conduct checks annually or any time deemed necessary by the Contract Administrator. The criminal background check shall be for felony, misdemeanor, and traffic violations within the United States and in any other countries that the individual has resided within the last 10-years. Any security guard found failing to divulge a felony or misdemeanor conviction must not be assigned to the City's security services contract. All costs related to the background checks shall be at the Contractor's expense.

Security Guards, Post Commanders, and Field Supervisors who have been involved in any of the following will not be accepted nor assigned to City security service:

- Weapons Violations
- Felony Conviction
- Violent Misdemeanor Conviction
- Sex Crime Conviction
- Military discharge other than honorable
- Pattern of irresponsible behavior including, but not limited to: driving record (reckless driving, DUI, license suspended or revoked), employment record (excessive absenteeism, equipment abuse, disciplinary problems, insubordination)
- Verification for above violations, military conduct, and crime will be done through California Department of Justice, DMV, and/or FBI.

3.6 Terminated Security Guards

Contractor shall not assign any Security Guard, Field Supervisor, Post Commander or personnel at City locations who have been previously terminated by the City on Contract without the written consent by the Contract Administrator.

3.7 Personnel Levels

The Contractor shall have the capability to provide the number of security guards required to perform regularly scheduled work and to meet the emergency requirements that result from civil disturbances, riots, war, terrorism, natural disasters, labor actions/strikes, and new legislation or executive orders.

The Contractor shall maintain ongoing recruitment for a sufficient number of cleared, trained, and equipped personnel to perform the required work, including backup coverage for security guards who are absent for any reason.

The Contractor shall provide relief personnel as necessary and/or work overtime at no additional cost to the City to ensure that each assignment and Post Order are performed as required.

The Contract Administrator shall have the right, in its absolute discretion, to require the removal of Contractor's personnel, at any level, assigned to the performance of the contract, if such removal is considered necessary and in the best interests of the City. Such personnel shall be promptly removed from the project by the Contractor at no cost or expense to the Contractor Administrator. Further, an employee who is removed for any reason shall not be reassigned to another City facility unless reviewed and approved by the Contract Administrator. The Contractor shall be required to provide a list of removed personnel at the request of the Contract Administrator.

3.8 Subcontractors

Unless otherwise provided or approved by the City, the Contractor shall use its own employees to perform the services described in this Contract. The Contractor shall not use subcontractors to assist in performance of the Contract without the prior written approval of the City. If the City permits the use of subcontractors, Contractors shall remain responsible for subcontractors in meeting all the requirements and performing all aspects of this Contract. The City has the right to approve Contractor's subcontractors and determine an appropriate percentage a Contractor can utilize subcontractors based on the overall services. The City reserves the right to remove or request replacement of subcontractors. The City does not have any obligation to pay Contractor's subcontractors, and nothing herein creates any privity between the City and the subcontractors.

3.9 Personnel Packages

The Contractor shall maintain personnel files and the Contract Administrator shall have the right, at any time, to review and inspection said files, to verify the contractor's compliance with requirements.

The background investigation and personnel files of candidates for the Professional Security Officer shall be reviewed and approved by the Contract Administrator prior to deployment.

4.0 Training

The Contractor shall conduct an orientation that will include, but not be limited to the following topics: Contractor's expectations, goals and guidelines, guard standards of conduct/code of ethics, the Contractor's chain of command and contacts, policies and procedures, legal authority and limitations, sexual harassment, discrimination, workplace violence, employee assistance program, etc. Regular, on-the job training shall, at a minimum, consist of site/facility/location familiarization and understanding the City of Los Angeles and Post Orders.

4.1 Mandated Specialized Training

The Contractor shall establish company policies and develop a curriculum of specialized trainings that will include, but not limited to, use of force, de-escalation, anti- discrimination, and cultural diversity. The Contractor shall ensure their security guards receive these specialized trainings prior to working under this contract. Policies regarding the specialized trainings shall be included in the contractor's Post Orders. The security guards are required to uphold and comply with the policies.

The Contract Administrator may determine future training requirements of the contractor, as applicable.

4.2 Training Record

The Contractor shall maintain a training record for each Security Guard and Field Supervisor assigned to a City facility. The training record shall show, as a minimum, the employee's name, date of employment, and the different types of training provided. Such records shall be maintained in the personnel files.

5.0 Grooming

The Contractor shall establish and enforce rules of cleanliness and neatness for all security personnel. All uniforms and equipment shall be maintained in a clean, serviceable condition and shall be ready at all times for immediate use. Leather equipment shall be kept dyed, shined and shall be replaced when it is cracked or worn out.

5.1 Personal Appearance

Security guards shall maintain a neat, clean, well groomed, and professional appearance at all times.

a) Hair shall be properly trimmed and shall not extend below the top of the shirt collar nor cover any portion of the ear; nor should hair extend below the bottom edge of the collar or interfere with vision in any way.

b) Sideburns shall not extend beyond a point even with the bottom of the ear lobe and shall extend in a clean-shaven, horizontal line. Sideburns shall be trimmed and neat in appearance.

c) A short and neatly trimmed mustache of natural color may be worn. Mustaches shall not extend below the border of the upper lip or the corners of the mouth and may not extend to the side more than one-half inch beyond the corners of the mouth.

d) Neatly-trimmed beards are allowed and must have a natural color with no exotic patterns or designs. All facial hair shall be evenly trimmed with a minimum length of 1/8 inch (3.5mm) in length and shall not exceed 1/2 inch (approximately 13mm) in length. Beards are not authorized until the minimum length is achieved, thus personnel must grow their beards to the minimum length during their time off or away from City service. The neck must remain clean-shaven, and the perimeter lines of the beard shall be neatly trimmed and defined. All personnel shall maintain a professional appearance, regardless of the actual length of their facial hair or the time spent attempting to grow facial hair. Other forms of facial hair such as anchor patches, soul patches, goatee beards or other patch-style hair are not permitted. Additionally, shaving, waxing, plucking or otherwise, removing hair from the beard for the purpose of aesthetic or artistic grooming (shaping, pencil thin, trimming, designer beard, “chin strap" beard, etc.) or other cosmetic effects are prohibited. In defining a beard border, the beard shall not extend down the crease of the neck nor up onto the cheeks under the eye. Personnel who are unable to grow their facial hair into a full, neat, and professional-looking beard will not be authorized. Once an employee has grown their permissible facial hair to a fully filled-in professional length it is to be consistently maintained. This policy is not intended to allow personnel to avoid shaving during their regular duty days. Permission to wear beards can be withdrawn by the Contract Administrator or Chief of Police at any time and at his or her sole discretion.

e) Fingernails shall not extend more than one-quarter inch from the tip of the finger or interfere in any way with performance. Uniformed female employees may only wear clear or neutral (beige or cream) nail polish (white nail tips are allowed) without decals or ornamentation and shall not detract from uniform appearance. Male employees may only wear clear

fingernail polish.

f) No visible tattoos.

.

g) No earrings or facial rings of any size.

5.2 Exception to Uniform and Grooming Standards; Religious or Medical Accommodation.

Employees may request an exemption from these uniform and grooming standards when a need exists due to a sincerely-held religious belief and/or practice, or for a bona fide medical condition, and such exemption does not prevent the employee from fulfilling all of their regularly assigned job duties. Examples of such exemptions may include head coverings, clothing items, objects, symbols, hair and grooming standards (such as beards), and other items of dress. Items of dress shall be a color that closely resembles that of the employee's assigned uniform.

6.0 Uniforms, Equipment, and Supplies

The Contractor shall provide each security guard with all equipment necessary to perform their duties including but not limited to: flashlights; two-way radios; protective equipment; cell phones; uniforms; a contractor-issued identification card with company logo, guard name and photo; bicycles; vehicles for patrol; and other related supplies and equipment. All equipment shall be furnished, maintained, and paid for by the Contractor with said cost included in the labor rate for each of the various services performed by the Contractor.

6.1 Uniforms

The Contractor shall ensure that all on-duty guards wear complete uniforms and equipment approved by the Contract Administrator and that they shall carry in their possession a contractor-issued company identification card. The Contractor's Security Guards will be issued uniforms by the contractor, which must be well-fitted, clean, neat, uniform for all personnel assigned, and worn at all times during the performance of their work.

Uniforms closely resembling those worn by City security or police personnel are not authorized and will not be approved. Black or dark blue colored uniforms are not authorized.

Note: Professional Security Guards may wear plain clothes/business suit depending on assignment.

The uniform shall consist of the following:

- Uniform Shirt and Trousers
- Badge

- Nameplate
- Company identification card
- White Crew Neck T-Shirt (worn under the uniform shirt)
- Jacket (matching color of trousers, optional wear)
- Tie (worn with long sleeve shirt, double Windsor "redi-tied" knot)
- Tie Bar (worn level with the bottom points of the shirt pocket flaps)
- Contractor insignia shall be on badge and arm patch, where applicable. "City of Los Angeles" shall be incorporated into arm patch on all uniforms and jackets worn while working on City sites. Badge and arm patch shall be approved by Contract Administrator. Contractor shall require the return of any such insignia or patches upon completion of any Security Guard's assignment with the City. Security Guards may not wear any items that might tend to identify them as police officers or employees of the Los Angeles Police Department.
- Trouser Belt (worn under the Sam Browne)
- Socks
- Cap (optional)
- Rain gear (as needed)
- Shoes (solid black, leather, military type)

6.2 Utility Belt/Equipment

The following equipment is authorized to be worn with their Sam Browne Belt for use by Contract Security Guards (Armed/Unarmed where appropriate) while on duty and at City facilities.

- Four (4) Belt Keepers
- Side Handle Baton and/or Expandable Baton with Ring Holder (24-inch)
- Pepper Spray in Holster
- Handcuffs with Case Holder and key (minimum one pair)
- Key Holder
- Radio
- Firearm (if applicable)
- Magazine pouch (if applicable)

6.3 Firearms and Ammunition

If requested and permitted to carry a firearm while performing security duties, Armed Security Guards are authorized to carry firearms which they have been certified by Bureau of Security and Investigative Services (BSIS and on their current and valid Firearms card. Armed Security Guards are limited in possessing the following: .38 caliber revolver (6-round revolver), a 9 millimeter, or a .40 caliber semi-automatic handgun. Firearms must be carried in an appropriate side holster at all times except when legally necessary or an emergency circumstance exists.

The following are the only approved ammunition to be carried by the Armed Security Guards:

- Speer Gold Dot, .38 Special +P, 135 grain, GDHP, Product No. 53921
- Speer Gold Dot G2, 9 mm Luger, 147 grain, Product No. 54226
- Speer Gold Dot G2, .40 Smith & Wesson, 180 grain, Product No. 53999

Armed Security Guards shall carry two (2) fully loaded speed loaders or two (2) full loaded magazines specifically made for their firearms make and model with case holders are required as part of their equipment to hold extra rounds, not including the rounds already in the firearm.

In extenuating circumstances, the Contractor may submit a request to the Contract Administrator for the allowance to use another brand of ammunition. At the approval of the Contractor Administrator, Contractors may purchase and issue the authorized ammunition to their armed guards. Contractors shall ensure to issue the same brand ammunition to their armed security guards. Armed security guards cannot mix and match ammunition and shall deploy the same brand of ammunition with their firearms.

6.4 Safety

The Contractor shall observe the following safeguards regarding the use of firearms and batons at any and all work sites. This includes, but is not limited to, the distribution of the following safeguards to all Security Guards currently on Post:

a) At NO time will security weapons (i.e., firearms and batons including belt and ammunition), be stored at City sites where security services are being provided.

b) At NO time are the Sam/Sally Browne utility belts, firearms, batons or ammunition to be removed by the Security Guard or left unattended at any City site unless under extreme emergency or in a life-threatening situation.

c) Firearms and batons are NOT to be utilized as a measure of threat nor intimidation but are to be used in a life threatening or restraint situation only.

d) Firearms are NOT to be removed from the Security Guards holster except in a life threatening or restraint situation or when being inspected by the Contract Administrator, Contract Security Liaison, LAPD sworn supervisor, or an emergency exists.

e) Any discharge of a firearm must be reported immediately to the Security Services Division (SECSD) on-duty Watch Commander and Contract Security Liaison for investigation.

f) Loss, theft or misuse of any equipment must be reported immediately to the SECSD on-duty Watch Commander and Contract Security Liaison.

g) Security Guards shall not clean any weapon in or around City facility locations.

h) Unauthorized weapons, holsters, ammunition nor any other uniforms or equipment are expressly prohibited.

All armed contract personnel shall adhere and abide by California Penal Code referencing the proper transportation of their firearms.

6.5 Radios/Cellular Telephones

The Contractor shall furnish each Security Guard with 2-way radios and/or cellular telephones capable of transmitting and receiving clear messages over the required distance within the assigned facility/site or Post and to a Communications Center where emergency services can be immediately requested. The radios and cell phones shall be furnished, maintained, and paid for by the Contractor. The cost is included in the fee schedule set forth herein for each of the various services performed by the Contractor.

There are designated LAPD locations/assignments in which SECSD will assign an LAPD radio at an outlying post location or may issue a radio to the Security Guard. The Security Guard shall maintain responsibility, maintenance and use of the radio when assigned at these respective locations and, if issued, upon completion of their assignment, return the radio. The Security Guard shall make notification to the on-duty Watch Commander should there be any issues with the radio (broken, not operating properly, etc.).

6.6 Vehicles

When the City requires the Contractor to use a vehicle, it shall be the responsibility of the Contractor to furnish properly insured vehicles, in good operational and mechanical condition. Vehicles must be properly marked with the company name and logo.

Security personnel shall possess a valid California Driver's License.

6.7 Bicycle Patrol

Contractor shall provide bicycle patrol Security Guards with bicycles, helmets, and relevant equipment suitable for law enforcement patrols and activities.

7.0 Guard Tour Management System

The Contractor shall provide a Guard Tour Management System (GTMS) (also known as Guard Tour Monitoring System) capable of real-time results acceptable to the City. This will be done at the Contractor's expense within 30 days following the execution of this Contract. The Contractor will be responsible for maintaining the system and replacing it if it becomes inoperable. The system should accurately track the reporting times, meal times, end times, and patrol locations of each Security Guard, verifying that they are at work on time and patrolling each location based on the existing Post Orders. Security personnel shall ensure required patrols are captured via the GTMS. The system needs to be available in real-

time on the Contractor's web portal and provide alert methods such as automated e- mail notifications to the Contract Security Liaison Unit and/or designated City representatives for instances of late arrival by security guards. Field Supervisors are required to sign-in and sign-out in the GTMS and reflected on the Field Supervisors' logs when performing sites visits.

A web portal system shall be established and maintained and must contain any information requested by the contract administrator. The system should be available in real-time and directly accessible by LAPD authorized personnel as requested by the Contract Administrator.

8.0 Emergency/Urgent Coverage

In case of a need for emergency services, coverage shall be provided and scheduled in accordance with the terms and conditions as requested for non-scheduled needs and augmentation of security guards to meet City security needs/contingencies. It will be the Contractor's duty and responsibility to provide security services for emergency/urgent coverage as required by the circumstances, at attentive rates in the Fee Schedule, for work approved and authorized by the Contract Administrator.

8.1 Emergency/Urgent Services Personnel Requirements

Emergency/urgent services personnel shall meet all the training qualifications and requirements specified in this Contract.

8.2 Reverting to Regular Schedule

The Contractor's personnel responding to emergency/urgent services shall revert back to regular security service/Post assignments on the first day after the authorized cancellation of the request for emergency services.

9.0 General Contract Requirements

All work under this agreement shall be performed in all respects in strict compliance with the specified requirements of the Contract.

A Contract Security Request shall be submitted for each request for security services at any City location and shall be reviewed and approved by the Contract Administrator prior to the working under this contract. These requests include adding services to pre-existing schedules/assignments. City will not pay contractor for security services to any city site without such prior authorization from the Contract Administrator

The Contract Administrator has the right to obtain, from the Contractor, any security guards' schedules, Post Orders, and facility procedures upon request for any assignment.

9.1 Reverting Site Locations to City Security Forces

The City reserves the right to have any City facility/site location revert from utilizing Contract security services to City security forces, as determined by the Contract Administrator.

9.2 Added Site Locations As Needed

As needed and necessary, the Contract Administrator will contact the Contractor to discuss added or deleted site locations for security services as specified at the time of need and under the same terms and conditions of the Contract. The Contractor is reminded not to schedule, provide, or render any security services to any City entity unless there is a written Contract Request Form authorizing such security services from the Contract Administrator. In such case, the Contractor shall refer said requests back to the Contract Administrator. The Contractor will not be paid for security services rendered without prior authorization by the Contract Administrator.

This Agreement shall be nonexclusive and the City reserves the right to procure additional Contractors under this Agreement, or to engage security services under a different agreement. The City may add or remove facilities, buildings and other locations from governance as it sees fit over the course of the Agreement. The City may supercede this Agreement with a replacement agreement.

9.3 Changes, Additions, and Deletions

The City reserves the right to monitor and review the City's security needs. As City security needs change or develop, the City may make changes, additions, and deletions in the Schedule of Work (hours, days, dates, times and sites). Should any changes be made, the Contractor shall provide written confirmation of the requested changes within three business days. After warning, the City will be entitled to liquidated damages of $100 for all subsequent occurrences. The

Contractor shall perform the work as changed and shall be paid for the actual quantity of work performed by such changes, whether increased or decreased.

When necessary, the Contract Administrator will contact the Contractor to make any changes as required to amend, modify, or delete specific Contract and Post Orders when such amendment, modification, or deletion is determined by the Contract Administrator to be in the best interest of the City.

9.4 Holidays

The City shall have the right to request security coverage on and during all holidays observed by the City, State of California or United States, as each entity defines them, and including any specially proclaimed or designated holidays. City Holidays are as follows (in the event of a conflict, the City's official calendar shall prevail over the dates below):

New Year's Day	January 1
Rev. Dr. M. L. King Jr. Day	Third Monday in January
President's Day	Third Monday in February
Cesar Chavez Day	Friday or Monday nearest to March 31
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Indigenous Peoples Day	Second Monday in October
Veteran's Day	November 11
Thanksgiving	Fourth Thursday and Friday in November

9.5 Contract Management

The Contractor shall designate a Contract Manager to provide day-to-day general administration and managerial direction of the required contract work and overall personnel administration of Contractor's assigned personnel. This person shall become the City's primary contact person and be available as needed for the administration and effective functioning of the requested security services required in the Contract.

During office hours, the Contractor shall respond to telephone calls from the Contract Administrator within 60 minutes. Emergency calls shall be returned immediately and not longer than 30 minutes regardless of the time or day the call is received. Electronic correspondence (email) shall be responded to within the next business day. After warning, liquidated damages in the amount of $100 per

incident may be assessed for responses exceeding the stated limits.

9.6 City and Contractor Staff Meetings

The Contractor shall meet with the Contract Administrator and/or their representative. As needed to discuss administration of this Contract. This includes but is not limited to: solutions to problems, quality of services, Contract compliance, changes in statement of work, discrepancy reports, invoicing, and status of services.

9.7 Contractor Transition and Cooperation

In accordance with the Service Contract Worker Retention Ordinance (SCWRO), all Contractors involved in any location coverage transition shall fully cooperate and assist each other to facilitate a smooth changeover during Contract implementation, for the term of the Agreement, and at Contract expiration. Any disputes, disagreements, and/or differences of opinions between the Contractors will be reviewed and resolved by the Contract Administrator. Such decisions are final and shall not be subject to further review

9.8 Non-Exclusive Agreement

The Contractor understands and agrees that this is a non-exclusive agreement to provide security services to the City and that the City has entered into other Contracts for the provision of security services. Execution of this Agreement does not guarantee that the City will request the Contractor to provide any services.

9.9 Accounting and Financial Records

Accounting and financial records shall be maintained in accordance with generally accepted accounting principles and practices. All records shall be maintained by the Contractor, and access shall be provided to the City during the entire term of the Contract

and for three (3) years after final payment is made by the City unless the City gives written permission to the Contractor to dispose of said records prior to the end of the retention period.

9.10 Audits and Inspection of Records

Upon receipt of reasonable notice and during the Contractor's regular business hours, the City can perform audits to inspect the records relative to the work performed under the Contract at any time as deemed necessary. The Contractor shall provide the City's authorized representative(s) or agent(s) such access to the Contractor's records and facilities housing the records to examine, audit, inspect, excerpt, photocopy, or transcribe the records relative to work performed including: payroll, employee wages, benefits, contract expenses, and other

documents relative to the performance of the contract requirements, terms, and conditions under the Contract.

9.11 Labor Activity

If any strike, boycott, picketing, work stoppage, slowdown or other labor activity is directed against the Contractor by its employees, or similar labor activity conditions are directed against the City by City employees which result in the curtailment or discontinuation of services performed hereunder, the City shall have the right during said period to employ any means legally permissible under law to have the work performed.

9.12 Compensated Benefits

Contractor's services are being performed as an independent contractor and not as an agent or employee of the City, therefore Contractor is not entitled to any vacation, sick leave, Worker's compensation, pension or any other City Benefits.

10.0 Invoices

For acceptable performance, the Contractor shall invoice the City monthly and shall be paid for the total number of hours worked in the previous month. Contractor shall send monthly invoices and supporting documents (see below) to the following email address:

SECSD_CONTRACT_SECURITY@lapd.lacity.org

The subject of the email should be entitled: "Contract Security Monthly Invoice"

Original invoices payable by other City departments shall be sent to the City department stated on the Contract Request Form; and any third-party using contract security services must be authorized and funded by a City department.

10.1 Submission

The invoices for services per Contract Request Form must be submitted on or before the 15th day of each month following the month in which services were rendered. If the 15th falls on a weekend, invoices will be due on the next business day.

10.2 Approval of Invoices

The Contractor shall prepare a monthly statement with current charges for work performed. Invoices shall be submitted with appropriate billing information including Contract number, invoice number for each site, and accounting summaries as required. The Contractor is required to submit a cover sheet, Guard Tour Report, back up, employee sign-in sheets, any correspondence

documenting extra coverage, and the field supervisor site visit log with all invoices. As part of the invoice, the Contractor is required to provide a list by location or City facility with the following information:

- Hours performed by date, day, and hours of coverage (starting time and ending time)
- Total hours for the day and total hours for the month
- The names of the Security Guards providing services

Those invoices not acceptable will be returned to the Contractor with detailed information to include, but not limited to, date and reason for correction. The Contractor shall have the opportunity respond to the requested corrections or to correct and re-submit within three (3) business days for further review. Failure to submit in a timely manner may further delay payments of an invoice.

In the event an invoice or portion thereof continues to be in dispute, the City may withhold any portion of an invoice it disputes in good faith. The City shall timely pay all undisputed portions of invoices in accordance with this section.

In the event a City Department utilizing this Agreement disputes any part of an invoice hereunder, they shall immediately fill out and submit to SECSD the most recent revised State of California Invoice Dispute Notification, STD. 209.

Contractor may elect to offer a “1/10 Net 30” discount. In such instance they shall write the words, “1/10 Net 30,” or words to that effect, on an invoice, or otherwise convey the offer to the City. For any such invoice, City may pay within 10 days of receipt and in such event shall be entitled to a 1% discount for the paid balance of the invoice.

City Departments/Offices utilizing this Agreement shall report expenditures for contract security services to SECSD by the 15th day of each month following the month in which said expenditures are paid.

LAPD is not responsible for any obligation owed by any other City Department/Office to any Contractor hereunder. LAPD shall not be required to enforce, communicate, arbitrate or mediate any monetary dispute between any other City Department/Office and any Contractor hereunder.

10.3 Fees

The Contractor shall submit invoices as described herein for the services performed for which payment is requested. Said services shall be billed in the amounts set forth in fee schedule identified as Attachment C and attached hereto and incorporated herein by this referral. The total dollar amount that the City will pay the Contractor for satisfactory services rendered under the terms of this contract may be up to, but not exceed, thirty million dollars ($30,000,000)

annually, or such amount as shall be set by the City as the aggregate annual spending limit of this Agreement.

10.4 Penalties/Damages

The Contractor shall perform all work under the Contract during the Contract Term/Period of Performance. If any work by the Contractor is deficient because of the failure to perform the work or meet the criteria of the work in accordance with the standards in this agreement, the Contract Administrator will report such deficiencies to the Contractor. If amounts are to be withheld or deducted from payments to the Contractor, the City will forward notice describing the reasons for said action.

The Contract Administrator will thereafter take the necessary action and based on a progressive system, corrective measures will be initiated in attempt to correct the

deficiency. The typical levels of the progressive system may involve discussions/ verbal warnings, liquidated damages and/or removal of services from assigned facility. The level determined appropriate for each deficiency will depend on a variety of factors that include the severity of the incident, previous performance work history, pattern of occurrences and impact to other security companies and/or City departments.

For the purposes of the contract, liquidated damages are defined as a means of compensation for breach of the contract. It is impractical or extremely difficult to ascertain the extent of actual damages resulting from the failure of Contractor to correct a deficiency within a specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages is $100 per infraction, or as specified in the Performance Requirements Summary chart (Exhibit 1 of this Statement of Work), and that Contractor shall be liable for the liquidated damages in said amount. Said amount shall be deducted from City's payment to contractor.

11.0 City's Responsibilities

The following are the City's responsibilities under the Agreement:

11.1 Authority and Duties of the Contract Administrator

The Commanding Officer, Security Services Division, is the Contract Administrator and shall represent the Chief of Police in the operation and management of this agreement. The Contract Administrator may make temporary changes in assignments, tasks, task frequencies, or methods. Any temporary changes shall not be considered modifications of the agreement and shall not affect the amount of payment to the Contractor.

11.2 Authority and Duties of the Contract Coordinator

The Contract Administrator may appoint an individual or individuals as City Contract Liaison Coordinator (Coordinator) to monitor and inspect the Contract performance of the security work. The Coordinator is not authorized to revoke any requirements of the Contract. The Coordinator is authorized to call to the attention of the Contractor any non-performance of security services for the work called under the agreement. The Coordinator shall in no case act as a foreman or perform any other duties for the Contractor, nor interfere with the management of the work under the agreement. Any advice given to the Contractor shall in no way be construed as Contract changes and binding to the City or releasing the Contractor from fulfilling all requirements of the agreement.

The Coordinator shall ensure the requesting department provide adequate and basic requirements for contract personnel assigned to their locations to include shelter from the elements and access to restrooms and hand washing station prior to the start of any assignment.

11.3 Authority and Duties of the Department/Office Representative

Departments or offices of the City utilizing this Agreement with the consent of the LAPD shall nominate a Department/Office Representative to be confirmed by LAPD in its granting of permission to use this Agreement.

11.4 Complaints

All complaints against Contractor's personnel shall be directed in writing to the Contract Administrator and notifications made to the Contractor.

12.0 Documenting Complaints

The Contractor shall complete a written narrative that includes a description of events that led to the complaint, including date and time of occurrence, a list of all involved persons, location of occurrence, nature of the complaint allegation(s), and statements (written, tape-recorded, or other) made by involved persons including the subject employee(s).

12.1 Complaints Reported to the City

The Contract Administrator shall notify the Contractor of any complaint received and work in cooperation with the Contractor to resolve the complaint.

12.2 Contract Personnel Complaint Investigation and Interview

The Contract Administrator reserves the exclusive right to immediately interview and investigate any employees under the control or direction of the Contractor, upon receiving any reported complaint or allegation of misconduct. Any employee

who declines or refuses to participate in an interview or cooperate with an investigation conducted by the Contract Administrator, shall be ordered by the Contractor to cooperate. Failure to cooperate with the investigation and interview conducted by the Contract Administrator or designee is considered as non-complying with this Contract requirement.

ATTACHMENT C

FEE SCHEDULE

FEE SCHEDULE FOR
SECURITY GUARD SERVICES
EFFECTIVE February 20, 2025
LIVING WAGE ORDINANCE

The following is the fee schedule for the different types of Security Guards defined in the Agreement.

Position	Security Guard		Security Guard / Bike		Security Guard / Vehicle	
	Regular	Overtime	Regular	Overtime	Regular	Overtime
Unarmed Security Guard	$30.65	$45.98	$32.15	$48.23	$33.65	$50.48
Armed Security Guard	$34.14	$51.21	$35.64	$53.46	$37.14	$55.71
Armed Security Shift Supervisor	$37.07	$55.61	$38.57	$57.86	$40.07	$60.11
Armed Security Field Supervisor	$37.07	$55.61	$38.57	$57.86	$40.07	$60.11
Post Commander	$38.56	$57.84	$40.06	$60.09	$41.56	$62.34
Professional Security Guard	$50.25	$75.38	$51.75	$77.63	$53.25	$79.88

- $1.50 will be added to the corresponding requested position and the appropriate level payment rate for a bike certified security officer.
- $3.00 shall be added to the corresponding requested position and the appropriate level payment rate for vehicle patrols.
- Compensation for Field Supervisors must be reviewed and approved in writing in advance of deployment, by the Contract Administrator.
- All hours worked on City designated holidays will be invoiced at the corresponding overtime rate per position.
- Overtime rates will be invoiced for the first 72 hours of newly requested assignments when less than 48-hours' notice is provided.
- Payment terms are net 30 after receipt and approval of the correct monthly invoice submitted for work performed at all sites assigned to the contract security company.
- Minimum of 4 hours billing for requests less than 4 hours.
- Rates will be adjusted each contract year, consistent with the living wage ordinance published for the corresponding fiscal year, or as they take effect.

ATTACHMENT D

CONFIDENTIALITY AGREEMENT

Professional Services Agreement

Confidentiality Agreement

I, _____, or the entity for which I am an employee, independent contractor, or subcontractor (hereinafter referred to as "Contractor"), have entered into a contract (hereinafter referred to as the "Agreement") with the City of Los Angeles to provide various services to the City of Los Angeles (hereinafter referred to as "City").

I will provide temporary services to City and as part of these services I will have access to confidential information. "Confidential Information" includes all data, records, documents, audio or visual recordings, materials, products, technology, computer programs, specifications, manuals, business plans, software, marketing plans, financial information, and other information disclosed or submitted, orally, in writing, or by any other media, to me by City pursuant to the Agreement or this Confidentiality Agreement, regardless of whether the information is marked or otherwise identified in writing as confidential, and regardless of whether the Confidential Information is received prior to execution of this Confidentiality Agreement.

I further understand that all Confidential Information provided to me by City, or accessed or reviewed by me during the performance of this assignment will remain the property of City.

I agree to use Confidential Information solely in connection with providing services to City under the Agreement and for no other purpose.

I agree not to provide Confidential Information, nor disclose its content or any information contained in it, either orally or in writing or in any form to transmit information, to any other person or entity, unless required by law or court order. I further agree not to make copies of any Confidential Information unless a formal request is made and approved by City.

I agree to promptly notify City of all requests, notices, subpoenas, pleadings, or other means, for the release of Confidential Information received by me.

I agree that I will not divulge to any unauthorized person, Confidential Information or any other information obtained while performing work pursuant to the Agreement between me and City.

I will be responsible for protecting the confidentiality and maintaining the security of all Confidential Information in my possession. I agree to use the same standard of care to protect City's Confidential Information as I use to protect my

own confidential and proprietary information, but not less than a reasonable standard.

Upon request by City, or completion or termination of my assignment under the Agreement, I will promptly return or destroy all Confidential Information in my possession at City's discretion, and provide City with written certification stating that such Confidential Information has been returned or destroyed.

This Confidentiality Agreement is to apply in conjunction with any prior confidentiality agreement between myself and City, and will not nullify such agreements; however, this Confidentiality Agreement will take precedence. Any conflicts with any other agreements will be modified to comply with the terms and intent of this Confidentiality Agreement.

I acknowledge that violation of this Confidentiality Agreement may subject me to civil and/or criminal action and that City will seek all possible legal redress.

_____ _____

Name of Signatory Contractor Signature

_____ _____

Signatory Title Date

Contractor Address:

_____

Agreement Number _____

FIRST AMENDED AND RESTATED PROFESSIONAL SERVICES AGREEMENT

between

THE CITY OF LOS ANGELES

and

ABSOLUTE INTERNATIONAL SECURITY

for

SECURITY GUARD SERVICES

Said Agreement is Number C-141550-1

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FIRST AMENDED AND RESTATED AGREEMENT NO. C-141550
BETWEEN
THE CITY OF LOS ANGELES
AND
ABSOLUTE INTERNATIONAL SECURITY

THIS FIRST AMENDED AND RESTATED AGREEMENT ("Agreement") is made and entered into by and between the City of Los Angeles, California, a municipal corporation (hereinafter referred to as the "City") acting by and through the Los Angeles Police Department (hereinafter referred to as the "LAPD" or "Department") and Absolute International Security, a California corporation (hereinafter referred to as the "Contractor") (each a "Party" and collectively, the "Parties").

RECITALS

WHEREAS, Section 22.225.1 of Division 22, Chapter 11, Article 3 of the Los Angeles Administrative Code charges the Los Angeles Police Department (LAPD) with providing security services and patrol for City facilities; excluding Department of Airports, Department of Water, and Harbor Department facilities; and

WHEREAS, on February 20, 2020, the City issued a Request for Proposals (RFP No. 19-310-002), seeking qualified firms to perform the above-referenced security guard services; and

WHEREAS, the Contractor submitted a proposal in response to said RFP and the City found it to be satisfactory in response to the services required by the City, and determined that the Contractor had the experience and qualifications to provide the type and level of service required by the City; and

WHEREAS, on January 12, 2021, the Board of Police Commissioners approved the recommendation by staff of the selection of Contractor and authorized the LAPD to negotiate an agreement with the Contractor; and

WHEREAS, on February 21, 2022, the LAPD and the Contractor entered into Contract No. No. C-141550 ("Original Agreement") to provide professional security services and patrol for City facilities; excluding Department of Airports, Department of Water and Power, and Harbor Department facilities; and

WHEREAS, the Original Agreement was for three (3) years, which commenced on February 21, 2022 and will terminate on February 20, 2025; and

WHEREAS, the Contractor's services are of a professional, specialized, and occasional nature; and

WHEREAS, City has been using the Contractor's services and has a continuing need to do so; and

WHEREAS, City and Contractor now wish to enter into this First Amended and Restated Agreement to (1) extend the agreement for a period of two years, with a new expiration date of February 20, 2027, (2) increase the contractual not to exceed amount, for a new total not to exceed amount of $35,000,000 year across all security services contracts, (3) replace Standard Provisions for City Contracts (Rev. 9/22 [v.1]) with Standard Provisions for City Contracts (Rev. 1/25 [v.2]); replace Attachment C – Fee Schedule; and (5) make certain other changes deemed necessary by the Parties.

NOW THEREFORE, in consideration of the above promises, and of terms, covenants and considerations set forth herein, the parties do agree as follows:

SECTION 1.0
PARTIES TO THE AGREEMENT AND REPRESENTATIVES

1.1 Parties to the Agreement

The Parties to this Agreement are:

A. City –The City of Los Angeles, a municipal corporation, having its principal office at 200 North Spring Street, Los Angeles, California, 90012.

B. Contractor – – Absolute International Security, having its principal address at, 4255 Tyler Avenue, El Monte, California 91731.

1.2 Representatives of the Parties and Service of Notices

The representatives of the respective parties who are authorized to administer this Agreement and to whom formal notices, demands and communications will be given are as follows:

A. The representative of the City shall be, unless otherwise stated in the Agreement:

Chief of Police
Los Angeles Police Department
100 West First Street, Tenth Floor
Los Angeles, California 90012

With copies to:

Commanding Officer
Security Services Division
Los Angeles Police Department
201 North Los Angeles Street, Suite 2
Los Angeles, California 90012
Phone Number: (213) 978-4660

B. The representative of the Contractor shall be:

Lucy J. Lin, President/QM
Absolute International Security Inc.
4255 Tyler Avenue
El Monte, California 91731
Phone Number: (626) 858-7188

C. Formal notices, demands and communications to be given hereunder by either party must be made in writing and may be effected by electronic mail (e-mail), personal delivery or by registered or certified mail, postage prepaid, return receipt requested and will be deemed communicated as of the date of mailing.

D. If the name of the person designated to receive the notices, demands or communications or the address of such person is changed, written notice will be given in accord with this Section, within five (5) working days of said change.

SECTION 2.0
TERM OF AGREEMENT AND SERVICES TO BE PROVIDED

2.1 Term of Agreement

This Agreement is effective as of the date by which the authorized signatories of each of the parties to the Agreement has signed the Agreement and the City Attorney has signed the Agreement as to form ("Effective Date").

Unless terminated earlier pursuant to in PSC-9 (Termination), of the Standard Provisions for City Contracts (Rev. 1/25 [v.2], this Agreement will terminate on February 20, 2027.

2.2 Ratification

Due to the need for the Contractor's services to be provided continuously on an ongoing basis, the Contractor may have provided services prior to the execution of this contract. To the extent that the Contractor's services were performed in accordance with the terms and conditions of this Agreement, those services are hereby ratified.

2.3 Statement of Work to be Performed

A. During the term of this Agreement, Contractor shall provide the Services, and implement the tasks identified herein and in Attachment B, Statement of Work ("SOW"), and Attachment C, Fee Schedule, which are attached hereto and incorporated herein by reference.

B. All work and tasks are subject to City approval in accordance with the SOW. Failure to receive approval may result in the withholding of compensation for such work pursuant to Section 3.3, Method of Payment, of this Agreement.

C. Notwithstanding any other provision of this Agreement, the Contractor shall perform such other work within the SOW as necessary to ensure that the work provided under this Agreement meets the requirements set forth in this Agreement and all Attachments.

D. In the event that the City requires services in addition to those specified in this Agreement, Contractor agrees to provide such services in accordance with Section 7.3, Amendments, of the Agreement. Prior to performance of additional work, this Agreement will be amended to include the additional work and payment therefor.

SECTION 3.0
COMPENSATION AND METHOD OF PAYMENT

3.1 Compensation

A. The City will pay the Contractor for satisfactory services provided under this Agreement, in accordance with the wage rates specified in Exhibit C, Fee Schedule, of this Agreement, which are incorporated herein by this reference. On July 1 of each year of this Agreement, or such time as determined by the City Council, the payment rates reflected in Exhibit C, Fee Schedule, shall increase by the same dollar amount that the Living

Wage increases under the Living Wage Ordinance (Los Angeles Code Section 10.37 et seq.).

B. The City's obligation to make payments under this contract will be limited to the current appropriation(s) for that purpose. At the time of execution of this contract, the total appropriation(s) for the combined set of all LAPD security guard services contracts will not exceed Thirty-Five Million Dollars ($35,000,000.00) per year, including state and local taxes. The Contractor will not provide any services, goods or equipment, and the City will not pay for any services, goods or equipment provided, in excess of the funds appropriated by the City for this Contract.

C. Contractor's services are being performed as an independent contractor and not as an agent or employee of the City, therefore Contractor is not entitled to any vacation, sick leave, Worker's Compensation, pension or any other City Benefits.

D. Contractor understands and agrees that it may not make any financial commitment on behalf of the City, incur any cost or expense on behalf of the City, or obligate the City to make payments for any cost or expenses, unless authorized in the approved work plans.

3.2 Taxes

A. To the extent that any of the Services or Deliverables to be provided by Contractor hereunder are subject to any California sales and use taxes, City and Contractor acknowledge and agree that such taxes shall be collected from the City. Contractor acknowledges and agrees to remit the same to the appropriate tax collection authorities in the manner set forth under applicable law. Contactor shall be solely responsible for any uncollected and unremitted taxes due and owing to the appropriate tax collection authorities and shall indemnify the City for any losses in connection with any uncollected and unremitted taxes due.

3.3 Method of Payment

A. Invoices

The City shall pay the Contractor pursuant to the requirements of this Section 3.0 after receipt and approval of the Contractor's invoices by the City. To ensure that services provided under personal services contracts are measured against services as detailed in this Contract, the Controller of the City of Los Angeles has developed a policy requiring the following supporting documentation to be submitted with all invoices:

Billing and Invoicing Requirements

The contractor is required to submit invoices that conform to City standards and include, at a minimum, the following information:

i. Name and address of contractor
ii. Division and Department name and address where services were provided
iii. Date of invoice and period covered
iv. Contract number or authority (purchase order) number
v. Description of completed task and amount due for task, including:
    a. Name(s) of personnel working on task
    b. Hours spent on task and timesheet(s) supporting charges (if applicable)
    c. Rate(s) per hour and total due
vi. Certification by a duly authorized officer
vii. Discount and terms (if applicable)
viii. Remittance Address (if different from company address)
ix. Taxes (indicate taxable vs. non-taxable items)

B. All invoices shall be submitted on Contractor's letterhead, contain Contractor's official logo, or other unique and identifying information such as the name and address of the Contractor. Evidence that tasks have been completed shall be attached to all invoices.

C. Invoices and supporting documentation shall be prepared at the sole expense and responsibility of the Contractor. The City will not compensate the Contractor for costs incurred in invoice preparation. The City may request, in writing, changes to the content and format of the invoice and supporting documentation at any time. The City reserves the right to request additional supporting documentation to substantiate costs at any time.

Tasks that are completed by subcontractors shall be supported by subcontractor's invoices, copies of pages from reports or other unique documentation that substantiates their charges.

D. ***Failure to adhere to these policies may result in nonpayment or non-approval of demands, pursuant to Charter Section 262(a)***, which requires the Controller to inspect the quality, quantity, and condition of services, labor, materials, supplies, or equipment received by any City office or department, and approve demands before they are drawn on the Treasury.

City payments to Contractor shall be paid within 30 days after approval by City provided however, that City may withhold any portion of an invoice that it disputes in good faith. In the event an invoice or portion thereof is in dispute, City shall notify Contractor of the potential disapproval action and afford Contractor an opportunity to be heard prior to official disapproval.

City shall pay all undisputed portions of invoices in accordance with this Section.

E. Invoices that are payable by LAPD/Security Services Division (SECSD) shall be submitted to the following email address:

SECSD_CONTRACT_SECURITY@lapd.lacity.org
Subject: Contract Security Monthly Invoice

Original invoices payable by other City departments shall be sent to the City department stated on the Contract Request Form.

SECTION 4.0
PERSONNEL

4.1 Key Personnel

A. Project Manager

Contractor shall assign a project manager with full authority to administer the Agreement for Contractor.

B. Staff Size

The size of the staff employed by Contractor in the performance of the Services must be kept consistent with the staff size articulated in Attachment B, Statement of Work, and as is otherwise necessary to perform the services anticipated in this Agreement.

4.2 Changes in Key Personnel

Contractor agrees to minimize changes to its key project personnel. City shall have the right to request key project personnel changes and to review and approve key project personnel changes proposed by Contractor. City's approval of key project personnel assignments and changes shall not be unreasonably withheld.

4.3 Background Checks

To the extent permitted by applicable law, the City may conduct background checks at its expense on the Contractor, its employees, designated replacement employees, agents, and subcontractors who will have, or may have, access to City information and data during the performance of this Agreement. The Contractor recognizes the highly sensitive nature of such information and data and agrees to cooperate with the City and provide, to the extent permitted by applicable law, whatever information the City requires in order to conduct background checks including, but not limited to, verification of education and previous employment. The City may request changes to Contractor personnel pursuant to Section 4.2 of this Agreement in response to background check information, and the Contractor will accommodate such request for personnel changes. Both parties agree to keep the results of any background checks confidential in accordance with the provisions of Section 7.1, Confidentiality of Information, as permitted by applicable law. Disqualification of any member of Contractor's staff pursuant to this Section shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Agreement.

4.4 Training of Contractor’s Personnel

Contractor shall be responsible for the provision of mandatory training for all staff at the time of initial employment and on an ongoing basis, as may be required by federal and State law. Contractor shall further be responsible for, and shall provide for, the training of all appropriate staff on all applicable state and County of Los Angeles policies and procedures relevant to the performance of the agreed upon services, as well as on any other matters that City may reasonably require.

SECTION 5.0
SUBCONTRACTORS

5.1 Subcontracts/Joint Participation Agreements

With prior written approval of the Department, Contractor may enter into subcontracts with other vendors for the performance of portions of this Agreement. Contractor shall at all times be responsible for the acts and errors or omissions of its subcontractors in the performance of this Agreement. Nothing in this Agreement shall constitute any contractual relationship between any subcontractors and the Department or any obligation on the part of the

Department to pay, or to be responsible for the payment of any sums to any subcontractors.

5.2 Provisions Binding on Subcontracts

The provisions of this Agreement, which by their nature are required to be imposed upon subcontractors, shall apply to all subcontractors in the same manner as to Contractor. In particular, the LAPD will not pay, even indirectly, the fees and expenses of a subcontractor that do not conform to the terms of this Agreement.

SECTION 6.0
DISPUTES

The parties shall undertake to reach an amicable settlement in cases of Dispute. If an amicable settlement cannot be reached, or in the event of default that could result in termination of this Agreement, City and Contractor shall schedule a meeting of their representatives in a good faith attempt to resolve the issues in Dispute. The meeting shall allow for a detailed presentation of each party's views on the issues and potential solutions to the Dispute or default. If possible, the meeting should result in an agreed upon course of action to resolve the Dispute or default.

Contractor and City shall continue to perform any obligations under this Agreement during any Dispute.

The provisions of Sections 5.169 and 5.170 (Div. 5, Ch. 10, Art. 1) of the Los Angeles Administrative Code and Section 350 of the City Charter shall govern the procedure and rights of the parties with regard to claims arising from this Agreement.

SECTION 7.0
MISCELLANEOUS

7.1 Confidentiality of Information

Information, documents, records, software programs, and data furnished to Contractor by the City and other documents to which Contractor has access during the term of this Agreement are confidential information (hereinafter referred to as "Confidential Information"). Contractor may not disclose Confidential Information in any manner without the prior written consent of the City. Contractor must ensure that each employee or subcontractor hired by Contractor who is sent on an assignment under this Agreement will have executed a Confidentiality Agreement prior to commencing any assignment. The

Confidentiality Agreement to be used is attached hereto as Attachment D.

Contractor and its employees or subcontractors may, in the course of the work, gain access to certain confidential City and/or other law enforcement agency information, including “Criminal History Information.” Accordingly, Contractor agrees to provide each of its employees and subcontractors who provide services at City of Los Angeles facilities with the provisions of the Crime Control Act of 1973.

Contractor must implement reasonable and prudent measures to keep secure and private all confidential and criminal history information, as defined in the Crime Control Act of 1973, which has been accessed during the performance of the Agreement.

7.2 Crime Control Act of 1973

Contractor shall adhere to the Crime Control Act of 1973. The term “title” means Crime Control Act of 1973, Title 1 – Law Enforcement Assistance. The term “criminal history information” includes records and related data contained in an automated criminal justice informational system, compiled by law enforcement agencies for purposes of identifying criminal offenders and alleged offenders and maintaining as to such person’s summaries of arrests, the nature and disposition of criminal charges, sentencing, confinement, rehabilitation and release.

Except as provided by Federal law other than the Crime Control Act of 1973, Title 1 – Law Enforcement Assistance, no officer or employee of any recipient of assistance or Contractor or subcontractor under provisions of this title may use or reveal any research or statistical information furnished under this title by any person and identifiable to any specific private person for any purpose other than the purpose for which it was obtained in accordance with this title. Copies of such information will be immune from legal process, and will not, without the consent of the person furnishing such information, be admitted as evidence or used for any purpose in any action, suit, or other judicial or administrative proceedings.

All criminal history information collected, stored, or disseminated through support under this title must contain, to the maximum extent feasible, disposition as well as arrest data where arrest data is included therein. The collection, storage and dissemination of such information will take place under procedures reasonably designed to ensure that all such information is kept current therein; the recipient of assistance and any Contractor or subcontractor must assure that the security and privacy of all information is adequately provided for and that information will only be used for law enforcement and criminal justice and other lawful purposes. In addition, an individual who believes that criminal history information

concerning him/her contained in an automated system is inaccurate, incomplete, or maintained in violation of this title, will, upon satisfactory verification of his/her identity, be entitled to review such information and to obtain a copy of it for the purpose of challenge or correction.

Pursuant to Section 524(c) of Title 1 of the Crime Control Act of 1973, any person violating the provisions of this Section, or of any rule, regulation or other issued thereunder, will be fined not to exceed $10,000 in addition to any other penalty imposed by law.

Contractor shall ensure that these requirements are provided to and apply to all subcontractors of this Agreement.

7.3 Amendments

Any change in the terms of this Agreement must be incorporated into this Agreement by a written amendment properly executed and signed by the person authorized to bind the parties thereto.

7.4 Standard Provisions

The Contractor must comply with the applicable Standard Provisions for City Contracts (Rev. 1/25 [v.2], attached hereto as Attachment A and incorporated herein by this reference.

7.5 Border Wall Bid Disclosure

Contractor shall comply with Los Angeles Administrative Code ("LAAC") Section 10.50 *et seq.,* "Disclosure of Border Wall Contracting." City may terminate this Contract at any time if City determines that Contractor failed to fully and accurately complete the required affidavit and disclose all Border Wall Bids and Border Wall Contracts, as defined in LAAC Section 10.50.1. The required affidavit must be submitted online at www.rampla.org.

7.6 Use of Marks

Except as expressly provided in this Agreement, Contractor shall not use the City or LAPD's names, logos, seals, insignia or other words, names, symbols or devices that identify the City or LAPD, for any purpose except with the prior written consent of, and in accordance with restrictions required by the City.

7.7 Media, Publicity, and Case Studies

Contractor shall refer all inquiries from the news media to LAPD, shall immediately contact LAPD to inform City of the inquiry, and shall comply with the procedures of LAPD's Public Affairs staff regarding statements to the media relating to this Agreement or Contractor's services under this Agreement. Contractor shall not use City as a reference or case study absent receipt of City's prior written approval. Contractor shall further provide City with the opportunity to review and approve any such reference or case study prior to publication, which approval City shall not unreasonably withhold.

7.8 Non-Exclusive Agreement

City and Contractor understand and agree that this is a non-exclusive Agreement to provide services to the City and the LAPD and that the City and the LAPD reserve the right to enter into an agreement with other contractors to provide similar services during the term of this Agreement.

7.9 Severability/Ambiguity

In the event a court of competent jurisdiction holds any provision of this Agreement to be invalid, such holding shall have no effect on the remaining provisions of this Agreement, and they shall continue in full force and effect. No ambiguity in this Agreement may be interpreted against any one party by virtue of that party being drafter of the Agreement. The parties acknowledge that they have read and understood this Agreement and had the opportunity to consult with counsel of their choosing regarding this Agreement.

7.10 No Third-Party Beneficiaries

Nothing herein is intended to create a third-party beneficiary in any subcontractor. City has no obligation to any subcontractor. No privity is created with any subcontractor by this Agreement. Even if Contractor uses subcontractors, Contractor remains responsible for complete and satisfactory performance of the terms of this Agreement.

7.11 Not a Waiver

Contractor acknowledges and agrees that nothing contained in this Agreement is, represents, or is intended to be construed as: a release, compromise, settlement, or waiver by City of any cause of action that City may have against Contractor. City reserves its rights in full, including, but not limited to, the right to bring any claim, cause of action, or request for reimbursement against Contractor in relation to this Agreement and other transactions between City and Contractor.

7.12 Audit Rights

In addition to those rights available to City elsewhere in this Agreement, including pursuant to PSC-16, Retention of Records, Audit and Reports, of Attachment A – Standard Provisions for City Contracts (Rev. 1/25 [v.2]. Contractor shall provide City, or City's duly authorized representatives, access for the purposes of audit and investigation, to any and all books, documents, papers, records, deliverables, and software documentation pertaining to any past, current, or future (i) transactions between City and Contractor, (ii) work requested to be performed of Contractor, or (iii) demands for payment by Contractor.

7.13 Payment Does Not Imply Acceptance of Work

The granting of any payment by City, or the receipt thereof by Contractor, in no way lessens the liability of Contractor to replace unsatisfactory work, equipment, or materials although the unsatisfactory character of this work, equipment or materials may not have been apparent or detected at the time the payment was made. Materials, equipment, components, or workmanship that do not conform to the requirements of this Agreement may be rejected by City and upon rejection must be replaced by Contractor without delay.

SECTION 8.0
ENTIRE AGREEMENT

8.1 COMPLETE AGREEMENT

This Agreement contains the full and complete Agreement between the two parties. No verbal agreement or conversation with any officer or employee of either party will affect or modify any of the terms and conditions of this Agreement.

8.2 ATTACHMENTS

This Agreement includes fifteen (15) pages and four (4) attachments. Attachments A-D listed below are incorporated herein by this reference:

Attachment A – Standard Provisions for City Contracts (Rev. 1/25 [v.2]
Attachment B – Statement of Work
Attachment C – Fee Schedule
Attachment D – Confidentiality Agreement

8.3 ORDER OF PRECEDENCE

In the event of any conflict or inconsistency between the body of this Agreement and the Attachments, the order of precedence will be as follows:

(1) This First Amended and Restated Agreement between the City of Los Angeles and Absolute International Security
(2) Attachment A, Standard Provisions for City Contracts (Rev. 1/25 [v.2]
(3) Attachment B, Statement of Work
(4) Attachment C, Fee Schedule
(5) Attachment D, Confidentiality Agreement
(6) Original Agreement

8.4 COUNTERPARTS AND ELECTRONIC SIGNATURES

This Agreement may be executed in one or more counterparts, and by the parties in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement. The parties further agree that facsimile signatures or signatures scanned into .pdf (or signatures in another electronic format designated by City) and sent by e-mail shall be deemed original signatures.

[Signature Page Follows]

[Remainder of the Page Intentionally Left Blank]

IN WITNESS THEREOF, the Parties hereto have caused this Agreement to be executed by their respective duly authorized representatives.

THE CITY OF LOS ANGELES

By signing below, the signatory attests that they have no personal, financial, beneficial, or familial interest in this contract.

By: _____
JIM McDONNELL
Chief of Police

Date: _____

ABSOLUTE INTERNATIONAL SECURITY

By: _____
LUCY J. LIN
President/QM

Date: 02/11/2025

APPROVED AS TO FORM:

HYDEE FELDSTEIN SOTO, City Attorney

By: _____
SAMUEL PETTY
Deputy City Attorney

Date: _____

By: _____
DAVID TORRES-SIEGRIST
Chief Legal Officer/General Counsel

Date: 2-14-25

ATTEST:

HOLLY L. WOLCOTT, City Clerk

By: _____
Deputy City Clerk

Date: _____

City Business Tax Registration Certificate (BTRC) Number: 2413007-0001-0

Internal Revenue Service Taxpayer Identification Number: 26-3437797

Agreement Number: C-141550-1

ATTACHMENT A

Standard Provisions for City Contracts (Rev. 1/25 [v.2])

STANDARD PROVISIONS FOR CITY CONTRACTS

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STANDARD PROVISIONS FOR CITY CONTRACTS

PSC-1. Construction of Provisions and Titles Herein

All titles, subtitles, or headings in this Contract have been inserted for convenience, and shall not be deemed to affect the meaning or construction of any of the terms or provisions of this Contract. The language of this Contract shall be construed according to its fair meaning and not strictly for or against **CITY** or **CONTRACTOR**. The word "**CONTRACTOR**" includes the party or parties identified in this Contract. The singular shall include the plural and if there is more than one **CONTRACTOR**, unless expressly stated otherwise, their obligations and liabilities shall be joint and several. Use of the feminine, masculine, or neuter genders shall be deemed to include the genders not used.

PSC-2. Applicable Law, Interpretation and Enforcement

Each party's performance shall comply with all applicable laws of the United States of America, the State of California, and **CITY**, including but not limited to, laws regarding health and safety, labor and employment, wage and hours and licensing. This Contract shall be enforced and interpreted under the laws of the State of California without regard to conflict of law principles. **CONTRACTOR** shall comply with new, amended, or revised laws, regulations, or procedures that apply to the performance of this Contract with no additional compensation paid to **CONTRACTOR**.

In any action arising out of this Contract, **CONTRACTOR** consents to personal jurisdiction, and agrees to bring all such actions, exclusively in state or federal courts located in Los Angeles County, California.

If any part, term or provision of this Contract is held void, illegal, unenforceable, or in conflict with any federal, state or local law or regulation, the validity of the remaining parts, terms or provisions of this Contract shall not be affected.

PSC-3. Time of Effectiveness

Unless otherwise provided, this Contract shall take effect when all of the following events have occurred:

A. This Contract has been signed on behalf of **CONTRACTOR** by the person or persons authorized to bind **CONTRACTOR**;

B. This Contract has been approved by the City Council or by the board, officer or employee authorized to give such approval;

C. The Office of the City Attorney has indicated in writing its approval of this Contract as to form; and

D. This Contract has been signed on behalf of **CITY** by the person designated by the City Council, or by the board, officer or employee authorized to enter into this Contract.

PSC-4. Integrated Contract

This Contract sets forth all of the rights and duties of the parties with respect to the subject matter of this Contract, and replaces any and all previous Contracts or understandings, whether written or oral, relating thereto. This Contract may be amended only as provided for in the provisions of PSC-5 hereof.

PSC-5. Amendment

All amendments to this Contract shall be in writing and signed and approved pursuant to the provisions of PSC-3.

PSC-6. Excusable Delays

Neither party shall be liable for its delay or failure to perform any obligation under and in accordance with this Contract, if the delay or failure arises out of fires, floods, earthquakes, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by the party or any of the party's Subcontractors), freight embargoes, terrorist acts, insurrections or other civil disturbances, or other similar events to those described above, but in each case the delay or failure to perform must be beyond the control and without any fault or negligence of the party delayed or failing to perform (these events are referred to in this provision as "Force Majeure Events").

Notwithstanding the foregoing, a delay or failure to perform by a Subcontractor of **CONTRACTOR** shall not constitute a Force Majeure Event, unless the delay or failure arises out of causes beyond the control of both **CONTRACTOR** and Subcontractor, and without any fault or negligence of either of them. In such case, **CONTRACTOR** shall not be liable for the delay or failure to perform, unless the goods or services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit **CONTRACTOR** to perform timely. As used in this Contract, the term "Subcontractor" means a subcontractor at any tier.

In the event **CONTRACTOR'S** delay or failure to perform arises out of a Force Majeure Event, **CONTRACTOR** agrees to use commercially reasonable best efforts to obtain the goods or services from other sources, and to otherwise mitigate the damages and reduce the delay caused by the Force Majeure Event.

PSC-7. Waiver

A waiver of a default of any part, term or provision of this Contract shall not be construed as a waiver of any succeeding default or as a waiver of the part, term or provision itself. A party's performance after the other party's default shall not be construed as a waiver of that default.

PSC-8. Suspension

At **CITY'S** sole discretion, **CITY** may suspend any or all services provided under this Contract by providing **CONTRACTOR** with written notice of suspension. Upon receipt of the notice of suspension, **CONTRACTOR** shall immediately cease the services

suspended and shall not incur any additional obligations, costs or expenses to **CITY** until **CITY** gives written notice to recommence the services.

PSC-9. Termination

A. Termination for Convenience

CITY may terminate this Contract for **CITY'S** convenience at any time by providing **CONTRACTOR** thirty days written notice. Upon receipt of the notice of termination, **CONTRACTOR** shall immediately take action not to incur any additional obligations, costs or expenses, except as may be necessary to terminate its activities. **CITY** shall pay **CONTRACTOR** its reasonable and allowable costs through the effective date of termination and those reasonable and necessary costs incurred by **CONTRACTOR** to effect the termination. Thereafter, **CONTRACTOR** shall have no further claims against **CITY** under this Contract. All finished and unfinished documents and materials procured for or produced under this Contract, including all intellectual property rights **CITY** is entitled to, shall become **CITY** property upon the date of the termination. **CONTRACTOR** agrees to execute any documents necessary for **CITY** to perfect, memorialize, or record **CITY'S** ownership of rights provided herein.

B. Termination for Breach of Contract

1. Except as provided in PSC-6, if **CONTRACTOR** fails to perform any of the provisions of this Contract or so fails to make progress as to endanger timely performance of this Contract, **CITY** may give **CONTRACTOR** written notice of the default. **CITY'S** default notice will indicate whether the default may be cured and the time period to cure the default to the sole satisfaction of **CITY**. Additionally, **CITY'S** default notice may offer **CONTRACTOR** an opportunity to provide **CITY** with a plan to cure the default, which shall be submitted to **CITY** within the time period allowed by **CITY**. At **CITY'S** sole discretion, **CITY** may accept or reject **CONTRACTOR'S** plan. If the default cannot be cured or if **CONTRACTOR** fails to cure within the period allowed by **CITY**, then **CITY** may terminate this Contract due to **CONTRACTOR'S** breach of this Contract.

2. If the default under this Contract is due to **CONTRACTOR'S** failure to maintain the insurance required under this Contract, **CONTRACTOR** shall immediately: (1) suspend performance of any services under this Contract for which insurance was required; and (2) notify its employees and Subcontractors of the loss of insurance coverage and Contractor's obligation to suspend performance of services. **CONTRACTOR** shall not recommence performance until **CONTRACTOR** is fully insured and in compliance with **CITY'S** requirements.

3. If a federal or state proceeding for relief of debtors is undertaken by or against **CONTRACTOR**, or if **CONTRACTOR** makes an assignment for the benefit of creditors, then **CITY** may immediately terminate this Contract.

4. If **CONTRACTOR** engages in any dishonest conduct related to the performance or administration of this Contract or violates **CITY'S** laws, regulations or policies relating to lobbying, then **CITY** may immediately terminate this Contract.

5. Acts of Moral Turpitude

   a. **CONTRACTOR** shall immediately notify **CITY** if **CONTRACTOR** or any Key Person, as defined below, is charged with, indicted for, convicted of, pleads nolo contendere to, or forfeits bail or fails to appear in court for a hearing related to, any act which constitutes an offense involving moral turpitude under federal, state, or local laws ("Act of Moral Turpitude").

   b. If **CONTRACTOR** or a Key Person is convicted of, pleads nolo contendere to, or forfeits bail or fails to appear in court for a hearing related to, an Act of Moral Turpitude, **CITY** may immediately terminate this Contract.

   c. If **CONTRACTOR** or a Key Person is charged with or indicted for an Act of Moral Turpitude, **CITY** may terminate this Contract after providing **CONTRACTOR** an opportunity to present evidence of **CONTRACTOR'S** ability to perform under the terms of this Contract.

   d. Acts of Moral Turpitude include, but are not limited to: violent felonies as defined by Penal Code Section 667.5, crimes involving weapons, crimes resulting in serious bodily injury or death, serious felonies as defined by Penal Code Section 1192.7, and those crimes referenced in the Penal Code and articulated in California Public Resources Code Section 5164(a)(2); in addition to and including acts of murder, rape, sexual assault, robbery, kidnapping, human trafficking, pimping, voluntary manslaughter, aggravated assault, assault on a peace officer, mayhem, fraud, domestic abuse, elderly abuse, and child abuse, regardless of whether such acts are punishable by felony or misdemeanor conviction.

e. For the purposes of this provision, a Key Person is a principal, officer, or employee assigned to this Contract, or owner (directly or indirectly, through one or more intermediaries) of ten percent or more of the voting power or equity interests of **CONTRACTOR**.

6. In the event **CITY** terminates this Contract as provided in this section, **CITY** may procure, upon such terms and in the manner as **CITY** may deem appropriate, services similar in scope and level of effort to those so terminated, and **CONTRACTOR** shall be liable to **CITY** for all of its costs and damages, including, but not limited to, any excess costs for such services.

7. If, after notice of termination of this Contract under the provisions of this section, it is determined for any reason that **CONTRACTOR** was not in default under the provisions of this section, or that the default was excusable under the terms of this Contract, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to PSC-9(A) Termination for Convenience.

8. The rights and remedies of **CITY** provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

C. In the event that this Contract is terminated, **CONTRACTOR** shall immediately notify all employees and Subcontractors, and shall notify in writing all other parties contracted with under the terms of this Contract within five working days of the termination.

PSC-10. Independent Contractor

CONTRACTOR is an independent contractor and not an agent or employee of **CITY**. **CONTRACTOR** shall not represent or otherwise hold out itself or any of its directors, officers, partners, employees, or agents to be an agent or employee of **CITY**.

PSC-11. Contractor's Personnel

Unless otherwise approved by **CITY**, **CONTRACTOR** shall use its own employees to perform the services described in this Contract. **CITY** has the right to review and approve any personnel who are assigned to work under this Contract. **CONTRACTOR** shall remove personnel from performing work under this Contract if requested to do so by **CITY**.

CONTRACTOR shall not use Subcontractors to assist in performance of this Contract without the prior written approval of **CITY**. If **CITY** permits the use of Subcontractors, **CONTRACTOR** shall remain responsible for performing all aspects of this Contract and paying all Subcontractors. **CITY** has the right to approve **CONTRACTOR'S** Subcontractors, and **CITY** reserves the right to request replacement of any

Subcontractor. **CITY** does not have any obligation to pay **CONTRACTOR'S** Subcontractors, and nothing herein creates any privity of contract between **CITY** and any Subcontractor.

PSC-12. Assignment and Delegation

CONTRACTOR may not, unless it has first obtained the written permission of **CITY**:

A. Assign or otherwise alienate any of its rights under this Contract, including the right to payment; or

B. Delegate, subcontract, or otherwise transfer any of its duties under this Contract.

PSC-13. Permits

CONTRACTOR and its directors, officers, partners, agents, employees, and Subcontractors, shall obtain and maintain all licenses, permits, certifications and other documents necessary for **CONTRACTOR'S** performance of this Contract. **CONTRACTOR** shall immediately notify **CITY** of any suspension, termination, lapses, non-renewals, or restrictions of licenses, permits, certificates, or other documents that relate to **CONTRACTOR'S** performance of this Contract.

PSC-14. Claims for Labor and Materials

CONTRACTOR shall promptly pay when due all amounts owed for labor and materials furnished in the performance of this Contract so as to prevent any lien or other claim under any provision of law from arising against any **CITY** property (including reports, documents, and other tangible or intangible matter produced by **CONTRACTOR** hereunder), and shall pay all amounts due under the Unemployment Insurance Act or any other applicable law with respect to labor used to perform under this Contract.

PSC-15. Current Los Angeles City Business Tax Registration Certificate Required

For the duration of this Contract, **CONTRACTOR** shall maintain valid Business Tax Registration Certificate(s) as required by **CITY'S** Business Tax Ordinance, Section 21.00 *et seq*. of the Los Angeles Municipal Code ("LAMC"), and shall not allow the Certificate to lapse or be revoked or suspended.

PSC-16. Retention of Records, Audit and Reports

CONTRACTOR shall maintain all records, including records of financial transactions, pertaining to the performance of this Contract, in their original form or as otherwise approved by **CITY**. These records shall be retained for a period of no less than three years from the later of the following: (1) final payment made by **CITY**, (2) the expiration of this Contract or (3) termination of this Contract. The records will be subject to examination and audit by authorized **CITY** personnel or **CITY'S** representatives at any time. **CONTRACTOR** shall provide any reports requested by **CITY** regarding

performance of this Contract. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

In lieu of retaining the records for the term as prescribed in this provision, **CONTRACTOR** may, upon **CITY'S** written approval, submit the required information to **CITY** in an electronic format, e.g. USB flash drive, at the expiration or termination of this Contract.

PSC-17. Bonds

All bonds required by **CITY** shall be filed with the Office of the City Administrative Officer, Risk Management for its review and acceptance in accordance with Los Angeles Administrative Code ("LAAC") Sections 11.47 *et seq*., as amended from to time.

PSC-18. Indemnification

Except for the active negligence or willful misconduct of **CITY**, or any of its boards, officers, agents, employees, assigns and successors in interest, **CONTRACTOR** shall defend, indemnify and hold harmless **CITY** and any of its boards, officers, agents, employees, assigns, and successors in interest from and against all lawsuits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by **CITY**, including but not limited to, costs of experts and consultants), damages or liability of any nature whatsoever, for death or injury to any person, including **CONTRACTOR'S** employees and agents, or damage or destruction of any property of either party hereto or of third parties, arising in any manner by reason of an act, error, or omission by **CONTRACTOR,** Subcontractors, or their boards, officers, agents, employees, assigns, and successors in interest. The rights and remedies of **CITY** provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract. This provision will survive expiration or termination of this Contract.

PSC-19. Intellectual Property Indemnification

CONTRACTOR, at its own expense, shall defend, indemnify, and hold harmless the **CITY**, and any of its boards, officers, agents, employees, assigns, and successors in interest from and against all lawsuits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by **CITY**, including but not limited to, costs of experts and consultants), damages or liability of any nature arising out of the infringement, actual or alleged, direct or contributory, of any intellectual property rights, including, without limitation, patent, copyright, trademark, trade secret, right of publicity, and proprietary information: (1) on or in any design, medium, matter, article, process, method, application, equipment, device, instrumentation, software, hardware, or firmware used by **CONTRACTOR**, or its Subcontractors, in performing the work under this Contract; or (2) as a result of **CITY'S** actual or intended use of any Work Product (as defined in PSC-21) furnished by **CONTRACTOR**, or its Subcontractors, under this Contract. The rights and remedies of **CITY** provided in this section shall not be exclusive

and are in addition to any other rights and remedies provided by law or under this Contract. This provision will survive expiration or termination of this Contract.

PSC-20. Intellectual Property Warranty

CONTRACTOR represents and warrants that its performance of all obligations under this Contract does not infringe in any way, directly or contributorily, upon any third party's intellectual property rights, including, without limitation, patent, copyright, trademark, trade secret, right of publicity and proprietary information.

PSC-21. Ownership and License

Unless otherwise provided for herein, all finished and unfinished works, tangible or not, created under this Contract including, without limitation, documents, materials, data, reports, manuals, specifications, artwork, drawings, sketches, blueprints, studies, memoranda, computation sheets, computer programs and databases, schematics, photographs, video and audiovisual recordings, sound recordings, marks, logos, graphic designs, notes, websites, domain names, inventions, processes, formulas, matters and combinations thereof, and all forms of intellectual property originated and prepared by **CONTRACTOR** or its Subcontractors under this Contract (each a "Work Product"; collectively "Work Products") shall be and remain the exclusive property of **CITY** for its use in any manner **CITY** deems appropriate. **CONTRACTOR** hereby assigns to **CITY** all goodwill, copyright, trademark, patent, trade secret and all other intellectual property rights worldwide in any Work Products originated and prepared under this Contract. **CONTRACTOR** further agrees to execute any documents necessary for **CITY** to perfect, memorialize, or record **CITY'S** ownership of rights provided herein.

CONTRACTOR agrees that a monetary remedy for breach of this Contract may be inadequate, impracticable, or difficult to prove and that a breach may cause **CITY** irreparable harm. **CITY** may therefore enforce this requirement by seeking injunctive relief and specific performance, without any necessity of showing actual damage or irreparable harm. Seeking injunctive relief or specific performance does not preclude **CITY** from seeking or obtaining any other relief to which **CITY** may be entitled.

For all Work Products delivered to **CITY** that are not originated or prepared by **CONTRACTOR** or its Subcontractors under this Contract, **CONTRACTOR** shall secure a grant, at no cost to **CITY**, for a non-exclusive perpetual license to use such Work Products for any **CITY** purposes.

CONTRACTOR shall not provide or disclose any Work Product to any third party without prior written consent of **CITY**.

Any subcontract entered into by **CONTRACTOR** relating to this Contract shall include this provision to contractually bind its Subcontractors performing work under this Contract such that **CITY'S** ownership and license rights of all Work Products are preserved and protected as intended herein.

PSC-22. Data Protection

A. **CONTRACTOR** shall protect, using the most secure means and technology that is commercially available, **CITY**-provided data or consumer-provided data acquired in the course and scope of this Contract, including but not limited to customer lists and customer credit card or consumer data, (collectively, the "City Data"). **CONTRACTOR** shall notify **CITY** in writing as soon as reasonably feasible, and in any event within twenty-four hours, of **CONTRACTOR'S** discovery or reasonable belief of any unauthorized access of City Data (a "Data Breach"), or of any incident affecting, or potentially affecting City Data related to cyber security (a "Security Incident"), including, but not limited to, denial of service attack, and system outage, instability or degradation due to computer malware or virus. **CONTRACTOR** shall begin remediation immediately. **CONTRACTOR** shall provide daily updates, or more frequently if required by **CITY**, regarding findings and actions performed by **CONTRACTOR** until the Data Breach or Security Incident has been effectively resolved to **CITY'S** satisfaction. **CONTRACTOR** shall conduct an investigation of the Data Breach or Security Incident and shall share the report of the investigation with **CITY**. At **CITY'S** sole discretion, **CITY** and its authorized agents shall have the right to lead or participate in the investigation. **CONTRACTOR** shall cooperate fully with **CITY**, its agents and law enforcement.

B. If **CITY** is subject to liability for any Data Breach or Security Incident, then **CONTRACTOR** shall fully indemnify and hold harmless **CITY** and defend against any resulting actions.

PSC-23. Insurance

During the term of this Contract and without limiting **CONTRACTOR'S** obligation to indemnify, hold harmless and defend **CITY**, **CONTRACTOR** shall provide and maintain at its own expense a program of insurance having the coverages and limits not less than the required amounts and types as determined by the Office of the City Administrative Officer of Los Angeles, Risk Management (template Form General 146 in Exhibit 1 hereto). The insurance must: (1) conform to **CITY'S** requirements; (2) comply with the Insurance Contractual Requirements (Form General 133 in Exhibit 1 hereto); and (3) otherwise be in a form acceptable to the Office of the City Administrative Officer, Risk Management. **CONTRACTOR** shall comply with all Insurance Contractual Requirements shown on Exhibit 1 hereto. Exhibit 1 is hereby incorporated by reference and made a part of this Contract.

PSC-24. Best Terms

Throughout the term of this Contract, **CONTRACTOR**, shall offer **CITY** the best terms, prices, and discounts that are offered to any of **CONTRACTOR'S** customers for similar goods and services provided under this Contract.

PSC-25. Warranty and Responsibility of Contractor

CONTRACTOR warrants that the work performed hereunder shall be completed in a manner consistent with professional standards practiced among those firms within **CONTRACTOR'S** profession, doing the same or similar work under the same or similar circumstances.

PSC-26. Mandatory Provisions Pertaining to Non-Discrimination in Employment

Unless otherwise exempt, this Contract is subject to the applicable non-discrimination, equal benefits, equal employment practices, and affirmative action program provisions in LAAC Section 10.8 et seq., as amended from time to time.

A. **CONTRACTOR** shall comply with the applicable non-discrimination and affirmative action provisions of the laws of the United States of America, the State of California, and **CITY**. In performing this Contract, **CONTRACTOR** shall not discriminate in any of its hiring or employment practices against any employee or applicant for employment because of such person's race, color, religion, national origin, ancestry, sex, sexual orientation, gender, gender identity, age, disability, domestic partner status, marital status or medical condition.

B. The requirements of Section 10.8.2.1 of the LAAC, the Equal Benefits Ordinance, and the provisions of Section 10.8.2.1(f) are incorporated and made a part of this Contract by reference.

C. The provisions of Section 10.8.3 of the LAAC are incorporated and made a part of this Contract by reference and will be known as the "Equal Employment Practices" provisions of this Contract.

D. The provisions of Section 10.8.4 of the LAAC are incorporated and made a part of this Contract by reference and will be known as the "Affirmative Action Program" provisions of this Contract.

Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-27. Child Support AssignmentOrders

CONTRACTOR shall comply with the Child Support Assignment Orders Ordinance, Section 10.10 of the LAAC, as amended from time to time. Pursuant to Section 10.10(b) of the LAAC, **CONTRACTOR** shall fully comply with all applicable State and Federal employment reporting requirements. Failure of **CONTRACTOR** to comply with all applicable reporting requirements or to implement lawfully served Wage and Earnings Assignment or Notices of Assignment, or the failure of any principal owner(s) of **CONTRACTOR** to comply with any Wage and Earnings Assignment or Notices of Assignment applicable to them personally, shall constitute a default by the **CONTRACTOR** under this Contract. Failure of **CONTRACTOR** or principal owner to cure

the default within 90 days of the notice of default will subject this Contract to termination for breach. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-28. Living Wage Ordinance

CONTRACTOR shall comply with the Living Wage Ordinance, LAAC Section 10.37 *et seq.*, as amended from time to time. **CONTRACTOR** further agrees that it shall comply with federal law proscribing retaliation for union organizing. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-29. Service Contractor Worker Retention Ordinance

CONTRACTOR shall comply with the Service Contractor Worker Retention Ordinance, LAAC Section 10.36 *et seq.*, as amended from time to time. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-30. Access and Accommodations

CONTRACTOR represents and certifies that:

A. **CONTRACTOR** shall comply with the Americans with Disabilities Act, as amended, 42 U.S.C. Section 12101 et seq., the Rehabilitation Act of 1973, as amended, 29 U.S.C. Section 701 et seq., the Fair Housing Act, and its implementing regulations and any subsequent amendments, and California Government Code Section 11135;

B. **CONTRACTOR** shall not discriminate on the basis of disability or on the basis of a person's relationship to, or association with, a person who has a disability;

C. **CONTRACTOR** shall provide reasonable accommodation upon request to ensure equal access to **CITY**-funded programs, services and activities;

D. Construction will be performed in accordance with the Uniform Federal Accessibility Standards (UFAS), 24 C.F.R. Part 40; and

E. The buildings and facilities used to provide services under this Contract are in compliance with the federal and state standards for accessibility as set forth in the 2010 ADA Standards, California Title 24, Chapter 11, or other applicable federal and state law.

CONTRACTOR understands that **CITY** is relying upon these certifications and representations as a condition to funding this Contract. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-31. Contractor Responsibility Ordinance

CONTRACTOR shall comply with the Contractor Responsibility Ordinance, LAAC Section 10.40 *et seq*., as amended from time to time.

PSC-32. Business Inclusion Program

Unless otherwise exempted prior to bid submission, **CONTRACTOR** shall comply with all aspects of the Business Inclusion Program as described in the Request for Proposal/Qualification process, throughout the duration of this Contract. **CONTRACTOR** shall utilize the Regional Alliance Marketplace for Procurement ("RAMP") at https://www.rampla.org/s/, to perform and document outreach to Minority, Women, and Other Business Enterprises. **CONTRACTOR** shall perform subcontractor outreach activities through RAMP. **CONTRACTOR** shall not change any of its designated Subcontractors or pledged specific items of work to be performed by these Subcontractors, nor shall **CONTRACTOR** reduce their level of effort, without prior written approval of **CITY**.

PSC-33. Slavery Disclosure Ordinance

CONTRACTOR shall comply with the Slavery Disclosure Ordinance, LAAC Section 10.41 *et seq.*, as amended from time to time. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-34. First Source Hiring Ordinance

CONTRACTOR shall comply with the First Source Hiring Ordinance, LAAC Section 10.44 *et seq.*, as amended from time to time. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-35. Local Business Preference Ordinance

CONTRACTOR shall comply with the Local Business Preference Ordinance, LAAC Section 10.47 *et seq.*, as amended from time to time. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-36. Iran Contracting Act

In accordance with California Public Contract Code Sections 2200-2208, all contractors entering into, or renewing contracts with **CITY** for goods and services estimated at $1,000,000 or more are required to complete, sign, and submit the "Iran Contracting Act of 2010 Compliance Affidavit."

PSC-37. Restrictions on Campaign Contributions and Fundraising in City Elections

Unless otherwise exempt, if this Contract is valued at $100,000 or more and requires approval by an elected **CITY** office, **CONTRACTOR**, **CONTRACTOR'S** principals, and **CONTRACTOR'S** Subcontractors expected to receive at least $100,000 for performance

under the Contract, and the principals of those Subcontractors (the "Restricted Persons") shall comply with Charter Section 470(c)(12) and LAMC Section 49.7.35. Failure to comply entitles **CITY** to terminate this Contract and to pursue all available legal remedies. Charter Section 470(c)(12) and LAMC Section 49.7.35 limit the ability of the Restricted Persons to make campaign contributions to and engage in fundraising for certain elected **CITY** officials or candidates for elected **CITY** office for twelve months after this Contract is signed. Additionally, a **CONTRACTOR** subject to Charter Section 470(c)(12) is required to comply with disclosure requirements by submitting a completed and signed Ethics Commission Form 55 and to amend the information in that form as specified by law. Any **CONTRACTOR** subject to Charter Section 470(c)(12) shall include the following notice in any contract with any Subcontractor expected to receive at least $100,000 for performance under this Contract:

> "Notice Regarding Restrictions on Campaign Contributions and Fundraising in City Elections
>
> You are a subcontractor on City of Los Angeles Contract # _____. Pursuant to the City of Los Angeles Charter Section 470(c)(12) and related ordinances, you and your principals are prohibited from making campaign contributions to and fundraising for certain elected City of Los Angeles ("**CITY**") officials and candidates for elected **CITY** office for twelve months after the **CITY** contract is signed. You are required to provide the names and contact information of your principals to the **CONTRACTOR** and to amend that information within ten business days if it changes during the twelve month time period. Failure to comply may result in termination of this Contract and any other available legal remedies. Information about the restrictions may be found online at ethics.lacity.org or by calling the Los Angeles City Ethics Commission at (213) 978-1960."

PSC-38. Contractors' Use of Criminal History for Consideration of Employment Applications

CONTRACTOR shall comply with the City Contractors' Use of Criminal History for Consideration of Employment Applications Ordinance, LAAC Section 10.48 *et seq*., as amended from time to time. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-39. Limitation of City's Obligation to Make Payment to Contractor

Notwithstanding any other provision of this Contract, including any exhibits or attachments incorporated therein, and in order for **CITY** to comply with its governing legal requirements, **CITY** shall have no obligation to make any payments to **CONTRACTOR** unless **CITY** shall have first made an appropriation of funds equal to or in excess of its obligation to make any payments as provided in this Contract. **CONTRACTOR** agrees that any services provided by **CONTRACTOR**, purchases made by **CONTRACTOR** or expenses incurred by **CONTRACTOR** in excess of the appropriation(s) shall be free and without charge to **CITY** and **CITY** shall have no obligation to pay for the services, purchases or expenses. **CONTRACTOR** shall have no obligation to provide any services,

provide any equipment or incur any expenses in excess of the appropriated amount(s) until **CITY** appropriates additional funds for this Contract.

PSC-40. Compliance with Identity Theft Laws and Payment Card Data Security Standards

CONTRACTOR shall comply with all identity theft laws including without limitation, laws related to: (1) payment devices; (2) credit and debit card fraud; and (3) the Fair and Accurate Credit Transactions Act ("FACTA"), including its requirement relating to the content of transaction receipts provided to Customers. **CONTRACTOR** also shall comply with all requirements related to maintaining compliance with Payment Card Industry Data Security Standards ("PCI DSS"). During the performance of any service to install, program or update payment devices equipped to conduct credit or debit card transactions, including PCI DSS services, **CONTRACTOR** shall verify proper truncation of receipts in compliance with FACTA.

PSC-41. Compliance with California Public Resources Code Section 5164

California Public Resources Code Section 5164 prohibits a public agency from hiring a person for employment or as a volunteer to perform services at any park, playground, or community center used for recreational purposes in a position that has supervisory or disciplinary authority over any minor, if the person has been convicted of certain crimes as referenced in the Penal Code, and articulated in California Public Resources Code Section 5164(a)(2).

If applicable, **CONTRACTOR** shall comply with California Public Resources Code Section 5164, and shall additionally adhere to all rules and regulations that have been adopted or that may be adopted by **CITY**. **CONTRACTOR** is required to have all employees, volunteers and Subcontractors (including all employees and volunteers of any Subcontractor) of **CONTRACTOR** working on premises to pass a fingerprint and background check through the California Department of Justice at **CONTRACTOR'S** sole expense, indicating that such individuals have never been convicted of certain crimes as referenced in the Penal Code and articulated in California Public Resources Code Section 5164(a)(2), if the individual will have supervisory or disciplinary authority over any minor.

PSC-42. Possessory Interests Tax

Rights granted to **CONTRACTOR** by **CITY** may create a possessory interest. **CONTRACTOR** agrees that any possessory interest created may be subject to California Revenue and Taxation Code Section 107.6 and a property tax may be levied on that possessory interest. If applicable, **CONTRACTOR** shall pay the property tax. **CONTRACTOR** acknowledges that the notice required under California Revenue and Taxation Code Section 107.6 has been provided.

PSC-43. Confidentiality

All documents, information and materials provided to **CONTRACTOR** by **CITY** or All documents, information, City Data (as that term is defined in PSC-22), and materials provided to **CONTRACTOR** by **CITY** or developed by **CONTRACTOR** pursuant to this Contract (collectively "Confidential Information") are confidential. **CONTRACTOR** shall not provide, and shall prohibit its employees and subcontractors from providing or disclosing, any Confidential Information or their contents or any information therein either orally or in writing, to any person or entity, except as authorized by **CITY** or as required by law. **CONTRACTOR** shall immediately notify **CITY** of any attempt by a third party to obtain access to any Confidential Information. This provision shall survive expiration or termination of this Contract.

PSC-44. Contractor Data Reporting

If Contractor is a for-profit, privately owned business, Contractor shall, within 30 days of the effective date of the Contract and on an annual basis thereafter (i.e., within 30 days of the annual anniversary of the effective date of the Contract), report the following information to City via the Regional Alliance Marketplace for Procurement ("RAMP") or via another method specified by City: Contractor's and any Subcontractor's annual revenue, number of employees, location, industry, race/ethnicity and gender of majority owner ("Contractor/Subcontractor Information"). Contractor shall further request, on an annual basis, that any Subcontractor input or update its business profile, including the Contractor/Subcontractor Information, on RAMP or via another method prescribed by City.

EXHIBIT 1

INSURANCE CONTRACTUAL REQUIREMENTS

CONTACT For additional information about compliance with City Insurance and Bond requirements, contact the Office of the City Administrative Officer, Risk Management at (213) 978-RISK (7475) or go online at www.lacity.org/cao/risk. The City approved Bond Assistance Program is available for those contractors who are unable to obtain the City-required performance bonds. A City approved insurance program may be available as a low cost alternative for contractors who are unable to obtain City-required insurance.

CONTRACTUAL REQUIREMENTS

CONTRACTOR AGREES THAT:

1. Additional Insured/Loss Payee. The CITY must be included as an Additional Insured in applicable liability policies to cover the CITY'S liability arising out of the acts or omissions of the named insured. The CITY is to be named as an Additional Named Insured and a Loss Payee As Its Interests May Appear in property insurance in which the CITY has an interest, e.g., as a lien holder.

2. Notice of Cancellation. All required insurance will be maintained in full force for the duration of its business with the CITY. By ordinance, all required insurance must provide at least thirty (30) days' prior written notice (ten (10) days for non-payment of premium) directly to the CITY if your insurance company elects to cancel or materially reduce coverage or limits prior to the policy expiration date, for any reason except impairment of an aggregate limit due to prior claims.

3. Primary Coverage. CONTRACTOR will provide coverage that is primary with respect to any insurance or self-insurance of the CITY. The CITY'S program shall be excess of this insurance and non-contributing.

4. Modification of Coverage. The CITY reserves the right at any time during the term of this Contract to change the amounts and types of insurance required hereunder by giving CONTRACTOR ninety (90) days' advance written notice of such change. If such change should result in substantial additional cost to CONTRACTOR, the CITY agrees to negotiate additional compensation proportional to the increased benefit to the CITY.

5. Failure to Procure Insurance. All required insurance must be submitted and approved by the Office of the City Administrative Officer, Risk Management prior to the inception of any operations by CONTRACTOR.

CONTRACTOR'S failure to procure or maintain required insurance or a self-insurance program during the entire term of this Contract shall constitute a material breach of this Contract under which the CITY may immediately suspend or terminate this Contract or, at its discretion, procure or renew such insurance to protect the CITY'S interests and pay any and all premiums in connection therewith and recover all monies so paid from CONTRACTOR.

6. Workers' Compensation. By signing this Contract, CONTRACTOR hereby certifies that it is aware of the provisions of Section 3700 *et seq*., of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake

self-insurance in accordance with the provisions of that Code, and that it will comply with such provisions at all time during the performance of the work pursuant to this Contract.

7. California Licensee. All insurance must be provided by an insurer admitted to do business in California or written through a California-licensed surplus lines broker or through an insurer otherwise acceptable to the CITY. Non-admitted coverage must contain a **Service of Suit** clause in which the underwriters agree to submit as necessary to the jurisdiction of a California court in the event of a coverage dispute. Service of process for this purpose must be allowed upon an agent in California designated by the insurer or upon the California Insurance Commissioner.

8. Aggregate Limits/Impairment. If any of the required insurance coverages contain annual aggregate limits, CONTRACTOR must give the CITY written notice of any pending claim or lawsuit which will materially diminish the aggregate within thirty (30) days of knowledge of same. You must take appropriate steps to restore the impaired aggregates or provide replacement insurance protection within thirty (30) days of knowledge of same. The CITY has the option to specify the minimum acceptable aggregate limit for each line of coverage required. No substantial reductions in scope of coverage which may affect the CITY'S protection are allowed without the CITY'S prior written consent.

9. Commencement of Work. For purposes of insurance coverage only, this Contract will be deemed to have been executed immediately upon any party hereto taking any steps that can be considered to be in furtherance of or towards performance of this Contract. The requirements in this Section supersede all other sections and provisions of this Contract, including, but not limited to, PSC-3, to the extent that any other section or provision conflicts with or impairs the provisions of this Section.

Required Insurance and Minimum Limits

Name: _____ Date: _____

Agreement/Reference: _____

Evidence of coverages checked below, with the specified minimum limits, must be submitted and approved prior to occupancy/start of operations. Amounts shown are Combined Single Limits ("CSLs"). For Automobile Liability, split limits may be substituted for a CSL if the total per occurrence equals or exceeds the CSL amount.

Limits

_____ **Workers' Compensation (WC) and Employer's Liability (EL)**

☐ Waiver of Subrogation in favor of City

☐ Longshore & Harbor Workers
☐ Jones Act

WC _____ *Statutory*

EL _____

_____ **General Liability** _____ _____

☐ Products/Completed Operations
☐ Fire Legal Liability _____
☐

☐ Sexual Misconduct _____

_____

_____ **Automobile Liability** (for any and all vehicles used for this contract, other than commuting to/from work) _____

_____ **Professional Liability** (Errors and Omissions) _____

Discovery Period _____

_____ **Property Insurance** (to cover replacement cost of building - as determined by insurance company) _____

☐ All Risk Coverage
☐ Flood _____
☐ Earthquake _____

☐ Boiler and Machinery
☐ Builder's Risk
☐ _____

_____ **Pollution Liability** _____

☐ _____

_____ **Surety Bonds -** Performance and Payment (Labor and Materials) Bonds _____

_____ **Crime Insurance** _____

Other: _____

ATTACHMENT B

STATEMENT OF WORK

STATEMENT OF WORK

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The following tasks and work activities are general minimum work and services that the security personnel will perform, and are applicable to all City facility/site locations and security posts:

1.0 Contractors' Responsibilities

The Contractor shall be responsible to perform the work and services described within this statement of work. The Contractor, at its own expense, shall provide and furnish all labor, training, equipment, vehicles, bicycles, protective equipment, guard tour management/monitoring systems and supplies for the assigned Security Guards for their performance of security services as specified. This responsibility includes the tools, equipment, supplies, and methods used to perform the security work, and protections of property of every description used in connection therewith. Facility Post orders shall be drafted by the Contractor in collaboration with facility management.

The Contractor shall supply the City with security personnel who have been properly screened, trained, qualified, and/or certified, and who meet the minimum requirements and qualifications described within the Agreement. The City reserves the right to perform background checks, to interview all guards prior to their being assigned to the contract, and to accept or reject them.

The Contractor shall provide patrol services, on foot, bicycle, or in a vehicle, and attendance at all court ordered proceedings, as required. The Contractor shall also ensure all required permits and/or licenses are maintained up to date at all times. All charges, taxes, fees and costs shall be included in the fees for the work under this Contract.

The Contractor, at their expense, shall provide and furnish all labor, equipment, vehicles, bicycles, protective equipment, guard tour management/monitoring systems and supplies for the assigned security guards for their performance of security services as specified.

The Contractor shall ensure that each employee be issued a copy of the Statement of Work and sign a waiver acknowledging the receipt of the Statement of Work prior to working under this contract. The waiver shall be placed in their personnel file.

1.1 Supervision

Security guards shall be sufficiently supervised by the Contractor's supervisory staff. The Contractor shall employ at least one supervisor on each work shift for all locations. The Contractor's supervisors are expected to travel to assigned facilities on a regular basis to work with their subordinates. Supervision checks are required to be conducted at least once a day per site and should be variable throughout the week.

The Contractor will be warned in the event of a missed site visit. After an issued warning, liquidated damages of $100 will be assessed for subsequent occurrences. The City may remove the site from the Contractor's assigned locations or may remove the supervisor from the location upon the continued occurrences.

Supervisory checks shall be documented on a daily activity report including a brief description of actions taken by the supervisor and the information disseminated.

Contractors shall submit a field supervisor site visit log that lists all locations that the supervisor visited during a shift. The log shall be submitted to the Contract Administrator on a monthly basis at the time of submission of all invoices to be paid. The format shall be mutually agreed upon.

The Security Services Division (SECSD) supervisors shall maintain overall supervisor responsibility for the duty and assignment of contract personnel (supervisors and guards) assigned to work under this contract. In-lieu of a supervisor, any SECSD Officer shall maintain the lead responsibility of a location and/or assignment and, during an incident, shall be guided by a supervisor and maintain lead responsibility until a field supervisor responds to location.

1.2 Duties and Performance

Contract security supervisors and guards shall possess basic writing skills and basic computer skills. They shall have the ability to work independently and the ability to communicate with the public and City employees.

Contract security supervisors and guards shall have satisfactorily completed the State of California training requirements for security guards as listed by the Department of Consumer Affairs – Bureau of Security and Investigative Services.

Contract security supervisors and guards must have a working knowledge of California Penal Code sections which are pertinent or applicable to guard services.

Contract security supervisors and guards shall maintain a working knowledge of their assignments and follow procedures for each assigned location as specified in the Post Orders. This may include such duties as locking and unlocking the facility, providing area control and building security, completing daily activity reports, operating a lost and found log, storing articles, monitoring camera systems, responding to alarms, raising and lowering flags, securing safes, providing information to the public, and reporting malfunctioning equipment, hazardous and/or other safety conditions. Where required, security personnel shall ensure to verify city identification and permit only authorized personnel access to closed or restricted facilities. Contract security supervisors and guards may be required to testify in court ordered proceedings.

Contract security supervisors and guards shall be in uniform and remain alert, engaged, observant, and responsive at all times.

Contract security supervisors and guards shall not leave their assigned post until properly relieved. Should the relief guard be delayed or absent to an assigned post, the Contractor shall ensure there is a security guard always present at their assigned location.

Security guards shall be punctual and report to their assigned post on time. Guards reporting to cold start[1] sites shall report on time but no later than 7 minutes after the assigned start time. The Contractor will be warned for the first instance for a late report to a cold start site. After warning, the contractor will be assessed liquidated damages in the amount of $100 for subsequent occurrences of late reports to an assigned cold start site. The City may remove the site from the Contractor's assigned locations or may remove the guard from the site for continued occurrences.

Security guards shall check in to their Guard Tour Management System (GTMS) (aka Guard Tour Monitoring System) tour location at the specified interval per the Post orders. The Contractor will be warned when a security guard fails to report to a GTMS tour location at the required interval. The Contractor will be assessed liquidated damages in the amount of $100 for subsequent occurrences of failed GTMS tours at the required interval per the Post orders for each location. Subsequent and continued failures to report to a GTMS tour location at the required interval, may result in removal of the site from the Contractor's assigned locations or removal of the security guard from the location.

The Contractor's Field Supervisor shall:

a. Respond to on site emergencies or requests for assistance
b. Observe guards' work performance and correct any deviations from acceptable practice or procedures
c. Update post orders and explain new procedures to guards
d. Enforce contract regulations
e. Prepare and supervise work schedules
f. Maintain liaison with Contract Security Liaison and/or City staff
g. Schedule and monitor training
h. Conduct investigations and prepare incident and/or other pertinent reports as required
i. Conduct supervisory checks at all City site/facilities locations, Post Orders, buildings, grounds, and related properties, as necessary to provide quality control and assurances of security services provided
j. Provide onsite training as well as technical and administrative advice to security guards
k. Field Supervisors are prohibited from conducting self-post checks

1.3 Prohibited Activity

Security guards shall remain diligent in their duty and shall maintain proper attention to duty while working under this contract. While on duty, the following activities are prohibited at all assignments:

- Reading newspapers, or other unofficial, non-job-related material;
- Sleeping, napping, or being physically fatigued to the point that adherence

[1] A cold start refers to a Post that is not staffed 24-hours where the responding security guard is the first to be assigned.

to the post duties are diminished;

- Having, watching, listening, or using any type of media device, electronic or otherwise, that is not issued by the Department, and is non-job related including, but not limited to, televisions, computer laptops, DVD players, CD players, IPODs, MP3 players, PDAs, Gameboys, etc.;
- Radios are generally prohibited, however, if circumstances require the need to obtain news updates regarding important current events, a radio kept at low volume and discreetly out of view is acceptable;
- Eating or snacking on food. Water and other non-alcoholic beverages are acceptable, but its consumption should not interfere with post duties;
- Consuming alcoholic beverages or any controlled substance;
- Consuming prescription or over-the-counter medication if it diminishes adherence to post duties;
- Unnecessary and prolonged visits by other officers (whether on-duty or off-duty), guests, or other City employees;
- Littering, creating, or leaving a disorderly work environment;
- Unnecessary and undue conversation;
- City telephones are for official use only. Personal telephone calls should be made during break periods. Mobile telephones should not be used while on post unless exigent circumstances exist;
- City computers are for official use only. Internet activity should be job-related; and
- Any other activity that would interfere or hinder an officer to perform his or her post duties.

1.4 Injury, Illness and Disability

Guards who become unable to fulfill the functions of the position, including but not limited to injury, illness, pregnancy, disabilities etc., shall report it to their employer immediately. The Contractor shall find reasonable accommodation for any light-duty/restricted duty personnel at the Contractor's expense. In such event, the guard shall not be assigned to any City facility.

1.5 Guard Replacements

The Contract Administrator may direct the Contractor to replace any employee, when found necessary or in the best interest of the City. In such event the Contractor shall remove the employee from service under the Contract until properly authorized by the Contract Administrator. No written or verbal explanation for removal shall be required or supplied by the City.

1.6 Absences

When the Contractor becomes aware that a security guard will be absent from an assigned site and there might be a delay in replacement coverage, the contractor shall

notify the City at the earliest possible time but not later than the scheduled start of shift and contractor must provide replacement coverage. Security guards shall not leave their assigned post until they are relieved. After warning, liquidated damages of $100 will be assessed for subsequent occurrences of a security guard leaving their assigned Post without being properly relieved by Contractor's personnel. The City may remove the site from the Contractor's approved sites or remove the guard upon continued occurrences.

2.0 Reports

Reports are common documents that are completed by contract guards during the course of their duty. The more common reports required to be submitted by the Contractor including the following, but are not limited to:

Incident Reports. An Incident report is a fundamental tool utilized by security guards to document notable events to include, but not limited to, reporting observations, injuries, property damage, and any other noteworthy events. The Contractor must submit a copy of the report to the Security Services Division (SECSD) Contract Security Liaison Unit by the next business day after the reportable incident.

If an incident is of a serious or newsworthy nature at a City facility, such as the following, the contractor shall give immediate notification to the Security Services Division on-duty Watch Commander and the Contract Security Liaison Unit. An incident report shall be completed and forwarded to the Contract Security Liaison Unit immediately, but no later than 24-hours after the incident.

- Any workplace violence incidents or concerns
- VIP arrest, death, or victim of a crime
- Major Vehicle Pursuits/Traffic Accidents
- Major Crimes/Hate Crimes/Hate Incidents/Gang Involvement
- Any Shooting
- Kidnapping
- Conflict with Religious Group(s)
- Sexual Assault
- Burglary
- Hostage Situation
- Controversial/Politically Sensitive Incidents
- Missing/Found Child
- Adult Critical Missing
- Incidents causing media attention
- Explosive Device
- Unusual Occurrences (major fire, civil disturbance, aircraft incidents, chemical spills, natural disaster, significant hazmat, etc.)
- Damage to City equipment and/or facilities
- Any significant tip or lead indicating a possible terrorist threat to any City facilities or impacting the City of Los Angeles

Use of Force Report. Whenever a private contract security guard assigned to a City facility has been involved in a Use of Force (UOF) during the course of his/her duties shall make immediate notification to the Security Services Division Watch Commander.

A Contract Security Supervisor shall respond to the location to conduct an independent investigation. The involved Contract Security Guards shall remain on duty until LAPD and the Contract Security Supervisor complete their investigation.

All incident reports (completed by the contract guards and supervisor) shall be submitted to the Contract Security Liaison Unit immediately and no later than 24 hours after the incident.

During the involvement of a use of force, if the contract guard is the victim of a crime, the contract guard shall request for a Private Person's Arrest (PPA). The PPA allows LAPD to follow up and file charges against those who victimize our contractors. The contract guard(s) shall complete the applicable incident reports prior to going end of watch and shall be compensated by the contracting department.

All use of force investigation involving contract guards shall be investigated by SECSD, or another LAPD division. Any contract guards involved in the use of force incident shall remain on-duty until interviewed and recorded by the assigned sworn supervisor.

The SECSD Commanding Officer (CO) shall determine the work status for each contract guard(s) involved in the use of force incident. Depending on circumstances of the incident, the CO will determine to allow the contract guard to either remain on-duty or removed from assignment pending the outcome of the UOF investigation.

Contract Security Supervisor shall coordinate with the Contract Security Liaison staff within 3 business days to further discuss and review the act of force. Contractor will be warned when failing to meet this standard and will be assessed liquidated damages of $100 for all subsequent occurrences.

3.0 Personnel

The Contractor shall supply the City with security service personnel who are properly trained, qualified, and/or certified, and who meet the minimum requirements and qualifications called for in the Agreement. The City reserves the right to background check and/or interview all guards prior to being assigned to the Contract, and to accept or reject them.

The Contractor's security personnel shall be expected to maintain professional, courteous, and appropriate conduct, and shall adhere to all policies, rules, and orders regarding such conduct. Security guards shall maintain both a personal and uniform appearance that is neat, clean, and professional, and one that adheres to established standards.

The contractor's workforce shall be English proficient and have the ability to communicate (read, write, speak and understand) in English and as set forth in regulations, written orders, instructions, and training instructions. They should be in general good health and physically capable of performing the essential functions of the position.

3.1 Security Guard Types and Qualifications

Unarmed Security Guard: The minimum requirements for this position are one year of customer service work experience and possession of a valid guard card.

Armed Security Guard: The minimum requirements for this position include one year of experience as an armed security guard.

Armed Security Shift / Field Supervisor: The minimum requirements for this position include two-year experience as an armed security guard.

Professional Security Guard: The minimum requirements for this position include one- year experience as an armed security guard or one-year experience as a Peace Officer with a governmental organization. Additionally, candidates are subject to a final review by the Contract Administrator prior to deployment. Additionally, Professional Security Guards are required to possess and carry a California Basic POST certificate.

Post Commander: Onsite Supervisor, where direct supervision is required. The minimum requirements for this position include one year of experience as an armed security guard.

3.2 Licenses and Permits

The City requires that the security personnel shall possess all valid and current licenses, permits, certificates, and training as required in the performance of their duties, and have successfully passed a criminal background check. The required documents must include the following, which should be carried in their possession while on duty at any City site and a copy shall be maintained in the contractor's personnel files.

a) California Operators Driver's License or California I.D.
b) Valid Guard Card.
c) Valid Firearms Permit (for Armed and Professional Security Guards).
d) Valid Baton Permit (Side Handle/Expandable).
e) Valid Tear Gas Permit (Oleoresin Capsicum (OC)/Pepper Spray.
f) First Aid and CPR cards.
g) Company identification card.
h) Commission Investigation Division (CID)/Tax Permit

Personnel without valid permits will be immediately removed from their assigned post and will not be returned to a post assignment at any City facility until the card(s) is/are renewed, unless the renewal has been initiated and is pending issuance, for which a reasonable amount of time will be allowed.

Commission Investigation Division (CID) Registration. L.A.M.C. 52.34 – Each Contractor must be registered with the Board of Police Commissioners to receive a Commission Investigation Division (CID) Identification Card. Each individual security guard shall register with the Board of Police Commissioners and carry a current CID Identification Card for each company for which they work. CID will background check all officers and issue CID Cards.

Officers must maintain and carry a current CID Card, while employed as a contractor for the City of Los Angeles. Permits must be renewed annually. For further information, contact CID at (213) 996-1258.

3.3 Contractor Checklist

Contractor is required to complete a checklist verifying the compliance with all background, licenses and permit requirements prior to a guard's initial deployment into the City contract. The checklist shall be placed in their personal file and the contractor shall provide a copy upon request. In an emergency only, the checklist must be completed prior to the end of the next business day following the initial deployment.

This checklist shall include the completion of an orientation, receipt of the Statement of Work and attendance of mandated training described within this contract. This checklist shall be updated annually to ensure proper compliance with the contract.

3.4 Physical Examination

Security Guards assigned to work under the terms of this Agreement shall be in good physical condition and capable of fulfilling all work under this agreement.

3.5 Criminal Background Check

The Contractor shall complete a criminal background check of all security personnel prior to assignment under the Contract, and prior to assigning personnel to City facilities, sites, and/or posts. Thereafter, the Contractor shall conduct checks annually or any time deemed necessary by the Contract Administrator. The criminal background check shall be for felony, misdemeanor, and traffic violations within the United States and in any other countries that the individual has resided within the last 10-years. Any security guard found failing to divulge a felony or misdemeanor conviction must not be assigned to the City's security services contract. All costs related to the background checks shall be at the Contractor's expense.

Security Guards, Post Commanders, and Field Supervisors who have been involved in any of the following will not be accepted nor assigned to City security service:

- Weapons Violations
- Felony Conviction
- Violent Misdemeanor Conviction
- Sex Crime Conviction
- Military discharge other than honorable
- Pattern of irresponsible behavior including, but not limited to: driving record (reckless driving, DUI, license suspended or revoked), employment record (excessive absenteeism, equipment abuse, disciplinary problems, insubordination)
- Verification for above violations, military conduct, and crime will be done through California Department of Justice, DMV, and/or FBI.

3.6 Terminated Security Guards

Contractor shall not assign any Security Guard, Field Supervisor, Post Commander or personnel at City locations who have been previously terminated by the City on Contract without the written consent by the Contract Administrator.

3.7 Personnel Levels

The Contractor shall have the capability to provide the number of security guards required to perform regularly scheduled work and to meet the emergency requirements that result from civil disturbances, riots, war, terrorism, natural disasters, labor actions/strikes, and new legislation or executive orders.

The Contractor shall maintain ongoing recruitment for a sufficient number of cleared, trained, and equipped personnel to perform the required work, including backup coverage for security guards who are absent for any reason.

The Contractor shall provide relief personnel as necessary and/or work overtime at no additional cost to the City to ensure that each assignment and Post Order are performed as required.

The Contract Administrator shall have the right, in its absolute discretion, to require the removal of Contractor's personnel, at any level, assigned to the performance of the contract, if such removal is considered necessary and in the best interests of the City. Such personnel shall be promptly removed from the project by the Contractor at no cost or expense to the Contractor Administrator. Further, an employee who is removed for any reason shall not be reassigned to another City facility unless reviewed and approved by the Contract Administrator. The Contractor shall be required to provide a list of removed personnel at the request of the Contract Administrator.

3.8 Subcontractors

Unless otherwise provided or approved by the City, the Contractor shall use its own employees to perform the services described in this Contract. The Contractor shall not use subcontractors to assist in performance of the Contract without the prior written approval of the City. If the City permits the use of subcontractors, Contractors shall remain responsible for subcontractors in meeting all the requirements and performing all aspects of this Contract. The City has the right to approve Contractor's subcontractors and determine an appropriate percentage a Contractor can utilize subcontractors based on the overall services. The City reserves the right to remove or request replacement of subcontractors. The City does not have any obligation to pay Contractor's subcontractors, and nothing herein creates any privity between the City and the subcontractors.

3.9 Personnel Packages

The Contractor shall maintain personnel files and the Contract Administrator shall have the right, at any time, to review and inspection said files, to verify the contractor's compliance with requirements.

The background investigation and personnel files of candidates for the Professional Security Officer shall be reviewed and approved by the Contract Administrator prior to deployment.

4.0 Training

The Contractor shall conduct an orientation that will include, but not be limited to the following topics: Contractor's expectations, goals and guidelines, guard standards of conduct/code of ethics, the Contractor's chain of command and contacts, policies and procedures, legal authority and limitations, sexual harassment, discrimination, workplace violence, employee assistance program, etc. Regular, on-the job training shall, at a minimum, consist of site/facility/location familiarization and understanding the City of Los Angeles and Post Orders.

4.1 Mandated Specialized Training

The Contractor shall establish company policies and develop a curriculum of specialized trainings that will include, but not limited to, use of force, de-escalation, anti- discrimination, and cultural diversity. The Contractor shall ensure their security guards receive these specialized trainings prior to working under this contract. Policies regarding the specialized trainings shall be included in the contractor's Post Orders. The security guards are required to uphold and comply with the policies.

The Contract Administrator may determine future training requirements of the contractor, as applicable.

4.2 Training Record

The Contractor shall maintain a training record for each Security Guard and Field Supervisor assigned to a City facility. The training record shall show, as a minimum, the employee's name, date of employment, and the different types of training provided. Such records shall be maintained in the personnel files.

5.0 Grooming

The Contractor shall establish and enforce rules of cleanliness and neatness for all security personnel. All uniforms and equipment shall be maintained in a clean, serviceable condition and shall be ready at all times for immediate use. Leather equipment shall be kept dyed, shined and shall be replaced when it is cracked or worn out.

5.1 Personal Appearance

Security guards shall maintain a neat, clean, well groomed, and professional appearance at all times.

a) Hair shall be properly trimmed and shall not extend below the top of the shirt collar nor cover any portion of the ear; nor should hair extend below the bottom edge of the collar or interfere with vision in any way.

b) Sideburns shall not extend beyond a point even with the bottom of the ear lobe and shall extend in a clean-shaven, horizontal line. Sideburns shall be trimmed and neat in appearance.

c) A short and neatly trimmed mustache of natural color may be worn. Mustaches shall not extend below the border of the upper lip or the corners of the mouth and may not extend to the side more than one-half inch beyond the corners of the mouth.

d) Neatly-trimmed beards are allowed and must have a natural color with no exotic patterns or designs. All facial hair shall be evenly trimmed with a minimum length of 1/8 inch (3.5mm) in length and shall not exceed 1/2 inch (approximately 13mm) in length. Beards are not authorized until the minimum length is achieved, thus personnel must grow their beards to the minimum length during their time off or away from City service. The neck must remain clean-shaven, and the perimeter lines of the beard shall be neatly trimmed and defined. All personnel shall maintain a professional appearance, regardless of the actual length of their facial hair or the time spent attempting to grow facial hair. Other forms of facial hair such as anchor patches, soul patches, goatee beards or other patch-style hair are not permitted. Additionally, shaving, waxing, plucking or otherwise, removing hair from the beard for the purpose of aesthetic or artistic grooming (shaping, pencil thin, trimming, designer beard, “chin strap" beard, etc.) or other cosmetic effects are prohibited. In defining a beard border, the beard shall not extend down the crease of the neck nor up onto the cheeks under the eye. Personnel who are unable to grow their facial hair into a full, neat, and professional-looking beard will not be authorized. Once an employee has grown their permissible facial hair to a fully filled-in professional length it is to be consistently maintained. This policy is not intended to allow personnel to avoid shaving during their regular duty days. Permission to wear beards can be withdrawn by the Contract Administrator or Chief of Police at any time and at his or her sole discretion.

e) Fingernails shall not extend more than one-quarter inch from the tip of the finger or interfere in any way with performance. Uniformed female employees may only wear clear or neutral (beige or cream) nail polish (white nail tips are allowed) without decals or ornamentation and shall not detract from uniform appearance. Male employees may only wear clear

fingernail polish.

f) No visible tattoos.

.

g) No earrings or facial rings of any size.

5.2 Exception to Uniform and Grooming Standards; Religious or Medical Accommodation.

Employees may request an exemption from these uniform and grooming standards when a need exists due to a sincerely-held religious belief and/or practice, or for a bona fide medical condition, and such exemption does not prevent the employee from fulfilling all of their regularly assigned job duties. Examples of such exemptions may include head coverings, clothing items, objects, symbols, hair and grooming standards (such as beards), and other items of dress. Items of dress shall be a color that closely resembles that of the employee's assigned uniform.

6.0 Uniforms, Equipment, and Supplies

The Contractor shall provide each security guard with all equipment necessary to perform their duties including but not limited to: flashlights; two-way radios; protective equipment; cell phones; uniforms; a contractor-issued identification card with company logo, guard name and photo; bicycles; vehicles for patrol; and other related supplies and equipment. All equipment shall be furnished, maintained, and paid for by the Contractor with said cost included in the labor rate for each of the various services performed by the Contractor.

6.1 Uniforms

The Contractor shall ensure that all on-duty guards wear complete uniforms and equipment approved by the Contract Administrator and that they shall carry in their possession a contractor-issued company identification card. The Contractor's Security Guards will be issued uniforms by the contractor, which must be well-fitted, clean, neat, uniform for all personnel assigned, and worn at all times during the performance of their work.

Uniforms closely resembling those worn by City security or police personnel are not authorized and will not be approved. Black or dark blue colored uniforms are not authorized.

Note: Professional Security Guards may wear plain clothes/business suit depending on assignment.

The uniform shall consist of the following:

- Uniform Shirt and Trousers
- Badge

- Nameplate
- Company identification card
- White Crew Neck T-Shirt (worn under the uniform shirt)
- Jacket (matching color of trousers, optional wear)
- Tie (worn with long sleeve shirt, double Windsor "redi-tied" knot)
- Tie Bar (worn level with the bottom points of the shirt pocket flaps)
- Contractor insignia shall be on badge and arm patch, where applicable. "City of Los Angeles" shall be incorporated into arm patch on all uniforms and jackets worn while working on City sites. Badge and arm patch shall be approved by Contract Administrator. Contractor shall require the return of any such insignia or patches upon completion of any Security Guard's assignment with the City. Security Guards may not wear any items that might tend to identify them as police officers or employees of the Los Angeles Police Department.
- Trouser Belt (worn under the Sam Browne)
- Socks
- Cap (optional)
- Rain gear (as needed)
- Shoes (solid black, leather, military type)

6.2 Utility Belt/Equipment

The following equipment is authorized to be worn with their Sam Browne Belt for use by Contract Security Guards (Armed/Unarmed where appropriate) while on duty and at City facilities.

- Four (4) Belt Keepers
- Side Handle Baton and/or Expandable Baton with Ring Holder (24-inch)
- Pepper Spray in Holster
- Handcuffs with Case Holder and key (minimum one pair)
- Key Holder
- Radio
- Firearm (if applicable)
- Magazine pouch (if applicable)

6.3 Firearms and Ammunition

If requested and permitted to carry a firearm while performing security duties, Armed Security Guards are authorized to carry firearms which they have been certified by Bureau of Security and Investigative Services (BSIS and on their current and valid Firearms card. Armed Security Guards are limited in possessing the following: .38 caliber revolver (6-round revolver), a 9 millimeter, or a .40 caliber semi-automatic handgun. Firearms must be carried in an appropriate side holster at all times except when legally necessary or an emergency circumstance exists.

The following are the only approved ammunition to be carried by the Armed Security Guards:

- Speer Gold Dot, .38 Special +P, 135 grain, GDHP, Product No. 53921
- Speer Gold Dot G2, 9 mm Luger, 147 grain, Product No. 54226
- Speer Gold Dot G2, .40 Smith & Wesson, 180 grain, Product No. 53999

Armed Security Guards shall carry two (2) fully loaded speed loaders or two (2) full loaded magazines specifically made for their firearms make and model with case holders are required as part of their equipment to hold extra rounds, not including the rounds already in the firearm.

In extenuating circumstances, the Contractor may submit a request to the Contract Administrator for the allowance to use another brand of ammunition. At the approval of the Contractor Administrator, Contractors may purchase and issue the authorized ammunition to their armed guards. Contractors shall ensure to issue the same brand ammunition to their armed security guards. Armed security guards cannot mix and match ammunition and shall deploy the same brand of ammunition with their firearms.

6.4 Safety

The Contractor shall observe the following safeguards regarding the use of firearms and batons at any and all work sites. This includes, but is not limited to, the distribution of the following safeguards to all Security Guards currently on Post:

a) At NO time will security weapons (i.e., firearms and batons including belt and ammunition), be stored at City sites where security services are being provided.

b) At NO time are the Sam/Sally Browne utility belts, firearms, batons or ammunition to be removed by the Security Guard or left unattended at any City site unless under extreme emergency or in a life-threatening situation.

c) Firearms and batons are NOT to be utilized as a measure of threat nor intimidation but are to be used in a life threatening or restraint situation only.

d) Firearms are NOT to be removed from the Security Guards holster except in a life threatening or restraint situation or when being inspected by the Contract Administrator, Contract Security Liaison, LAPD sworn supervisor, or an emergency exists.

e) Any discharge of a firearm must be reported immediately to the Security Services Division (SECSD) on-duty Watch Commander and Contract Security Liaison for investigation.

f) Loss, theft or misuse of any equipment must be reported immediately to the SECSD on-duty Watch Commander and Contract Security Liaison.

g) Security Guards shall not clean any weapon in or around City facility locations.

h) Unauthorized weapons, holsters, ammunition nor any other uniforms or equipment are expressly prohibited.

All armed contract personnel shall adhere and abide by California Penal Code referencing the proper transportation of their firearms.

6.5 Radios/Cellular Telephones

The Contractor shall furnish each Security Guard with 2-way radios and/or cellular telephones capable of transmitting and receiving clear messages over the required distance within the assigned facility/site or Post and to a Communications Center where emergency services can be immediately requested. The radios and cell phones shall be furnished, maintained, and paid for by the Contractor. The cost is included in the fee schedule set forth herein for each of the various services performed by the Contractor.

There are designated LAPD locations/assignments in which SECSD will assign an LAPD radio at an outlying post location or may issue a radio to the Security Guard. The Security Guard shall maintain responsibility, maintenance and use of the radio when assigned at these respective locations and, if issued, upon completion of their assignment, return the radio. The Security Guard shall make notification to the on-duty Watch Commander should there be any issues with the radio (broken, not operating properly, etc.).

6.6 Vehicles

When the City requires the Contractor to use a vehicle, it shall be the responsibility of the Contractor to furnish properly insured vehicles, in good operational and mechanical condition. Vehicles must be properly marked with the company name and logo.

Security personnel shall possess a valid California Driver's License.

6.7 Bicycle Patrol

Contractor shall provide bicycle patrol Security Guards with bicycles, helmets, and relevant equipment suitable for law enforcement patrols and activities.

7.0 Guard Tour Management System

The Contractor shall provide a Guard Tour Management System (GTMS) (also known as Guard Tour Monitoring System) capable of real-time results acceptable to the City. This will be done at the Contractor's expense within 30 days following the execution of this Contract. The Contractor will be responsible for maintaining the system and replacing it if it becomes inoperable. The system should accurately track the reporting times, meal times, end times, and patrol locations of each Security Guard, verifying that they are at work on time and patrolling each location based on the existing Post Orders. Security personnel shall ensure required patrols are captured via the GTMS. The system needs to be available in real-

time on the Contractor's web portal and provide alert methods such as automated e- mail notifications to the Contract Security Liaison Unit and/or designated City representatives for instances of late arrival by security guards. Field Supervisors are required to sign-in and sign-out in the GTMS and reflected on the Field Supervisors' logs when performing sites visits.

A web portal system shall be established and maintained and must contain any information requested by the contract administrator. The system should be available in real-time and directly accessible by LAPD authorized personnel as requested by the Contract Administrator.

8.0 Emergency/Urgent Coverage

In case of a need for emergency services, coverage shall be provided and scheduled in accordance with the terms and conditions as requested for non-scheduled needs and augmentation of security guards to meet City security needs/contingencies. It will be the Contractor's duty and responsibility to provide security services for emergency/urgent coverage as required by the circumstances, at attentive rates in the Fee Schedule, for work approved and authorized by the Contract Administrator.

8.1 Emergency/Urgent Services Personnel Requirements

Emergency/urgent services personnel shall meet all the training qualifications and requirements specified in this Contract.

8.2 Reverting to Regular Schedule

The Contractor's personnel responding to emergency/urgent services shall revert back to regular security service/Post assignments on the first day after the authorized cancellation of the request for emergency services.

9.0 General Contract Requirements

All work under this agreement shall be performed in all respects in strict compliance with the specified requirements of the Contract.

A Contract Security Request shall be submitted for each request for security services at any City location and shall be reviewed and approved by the Contract Administrator prior to the working under this contract. These requests include adding services to pre-existing schedules/assignments. City will not pay contractor for security services to any city site without such prior authorization from the Contract Administrator

The Contract Administrator has the right to obtain, from the Contractor, any security guards' schedules, Post Orders, and facility procedures upon request for any assignment.

9.1 Reverting Site Locations to City Security Forces

The City reserves the right to have any City facility/site location revert from utilizing Contract security services to City security forces, as determined by the Contract Administrator.

9.2 Added Site Locations As Needed

As needed and necessary, the Contract Administrator will contact the Contractor to discuss added or deleted site locations for security services as specified at the time of need and under the same terms and conditions of the Contract. The Contractor is reminded not to schedule, provide, or render any security services to any City entity unless there is a written Contract Request Form authorizing such security services from the Contract Administrator. In such case, the Contractor shall refer said requests back to the Contract Administrator. The Contractor will not be paid for security services rendered without prior authorization by the Contract Administrator.

This Agreement shall be nonexclusive and the City reserves the right to procure additional Contractors under this Agreement, or to engage security services under a different agreement. The City may add or remove facilities, buildings and other locations from governance as it sees fit over the course of the Agreement. The City may supercede this Agreement with a replacement agreement.

9.3 Changes, Additions, and Deletions

The City reserves the right to monitor and review the City's security needs. As City security needs change or develop, the City may make changes, additions, and deletions in the Schedule of Work (hours, days, dates, times and sites). Should any changes be made, the Contractor shall provide written confirmation of the requested changes within three business days. After warning, the City will be entitled to liquidated damages of $100 for all subsequent occurrences. The

Contractor shall perform the work as changed and shall be paid for the actual quantity of work performed by such changes, whether increased or decreased.

When necessary, the Contract Administrator will contact the Contractor to make any changes as required to amend, modify, or delete specific Contract and Post Orders when such amendment, modification, or deletion is determined by the Contract Administrator to be in the best interest of the City.

9.4 Holidays

The City shall have the right to request security coverage on and during all holidays observed by the City, State of California or United States, as each entity defines them, and including any specially proclaimed or designated holidays. City Holidays are as follows (in the event of a conflict, the City's official calendar shall prevail over the dates below):

New Year's Day	January 1
Rev. Dr. M. L. King Jr. Day	Third Monday in January
President's Day	Third Monday in February
Cesar Chavez Day	Friday or Monday nearest to March 31
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Indigenous Peoples Day	Second Monday in October
Veteran's Day	November 11
Thanksgiving	Fourth Thursday and Friday in November

9.5 Contract Management

The Contractor shall designate a Contract Manager to provide day-to-day general administration and managerial direction of the required contract work and overall personnel administration of Contractor's assigned personnel. This person shall become the City's primary contact person and be available as needed for the administration and effective functioning of the requested security services required in the Contract.

During office hours, the Contractor shall respond to telephone calls from the Contract Administrator within 60 minutes. Emergency calls shall be returned immediately and not longer than 30 minutes regardless of the time or day the call is received. Electronic correspondence (email) shall be responded to within the next business day. After warning, liquidated damages in the amount of $100 per

incident may be assessed for responses exceeding the stated limits.

9.6 City and Contractor Staff Meetings

The Contractor shall meet with the Contract Administrator and/or their representative. As needed to discuss administration of this Contract. This includes but is not limited to: solutions to problems, quality of services, Contract compliance, changes in statement of work, discrepancy reports, invoicing, and status of services.

9.7 Contractor Transition and Cooperation

In accordance with the Service Contract Worker Retention Ordinance (SCWRO), all Contractors involved in any location coverage transition shall fully cooperate and assist each other to facilitate a smooth changeover during Contract implementation, for the term of the Agreement, and at Contract expiration. Any disputes, disagreements, and/or differences of opinions between the Contractors will be reviewed and resolved by the Contract Administrator. Such decisions are final and shall not be subject to further review

9.8 Non-Exclusive Agreement

The Contractor understands and agrees that this is a non-exclusive agreement to provide security services to the City and that the City has entered into other Contracts for the provision of security services. Execution of this Agreement does not guarantee that the City will request the Contractor to provide any services.

9.9 Accounting and Financial Records

Accounting and financial records shall be maintained in accordance with generally accepted accounting principles and practices. All records shall be maintained by the Contractor, and access shall be provided to the City during the entire term of the Contract

and for three (3) years after final payment is made by the City unless the City gives written permission to the Contractor to dispose of said records prior to the end of the retention period.

9.10 Audits and Inspection of Records

Upon receipt of reasonable notice and during the Contractor's regular business hours, the City can perform audits to inspect the records relative to the work performed under the Contract at any time as deemed necessary. The Contractor shall provide the City's authorized representative(s) or agent(s) such access to the Contractor's records and facilities housing the records to examine, audit, inspect, excerpt, photocopy, or transcribe the records relative to work performed including: payroll, employee wages, benefits, contract expenses, and other

documents relative to the performance of the contract requirements, terms, and conditions under the Contract.

9.11 Labor Activity

If any strike, boycott, picketing, work stoppage, slowdown or other labor activity is directed against the Contractor by its employees, or similar labor activity conditions are directed against the City by City employees which result in the curtailment or discontinuation of services performed hereunder, the City shall have the right during said period to employ any means legally permissible under law to have the work performed.

9.12 Compensated Benefits

Contractor's services are being performed as an independent contractor and not as an agent or employee of the City, therefore Contractor is not entitled to any vacation, sick leave, Worker's compensation, pension or any other City Benefits.

10.0 Invoices

For acceptable performance, the Contractor shall invoice the City monthly and shall be paid for the total number of hours worked in the previous month. Contractor shall send monthly invoices and supporting documents (see below) to the following email address:

SECSD_CONTRACT_SECURITY@lapd.lacity.org

The subject of the email should be entitled: "Contract Security Monthly Invoice"

Original invoices payable by other City departments shall be sent to the City department stated on the Contract Request Form; and any third-party using contract security services must be authorized and funded by a City department.

10.1 Submission

The invoices for services per Contract Request Form must be submitted on or before the 15th day of each month following the month in which services were rendered. If the 15th falls on a weekend, invoices will be due on the next business day.

10.2 Approval of Invoices

The Contractor shall prepare a monthly statement with current charges for work performed. Invoices shall be submitted with appropriate billing information including Contract number, invoice number for each site, and accounting summaries as required. The Contractor is required to submit a cover sheet, Guard Tour Report, back up, employee sign-in sheets, any correspondence

documenting extra coverage, and the field supervisor site visit log with all invoices. As part of the invoice, the Contractor is required to provide a list by location or City facility with the following information:

- Hours performed by date, day, and hours of coverage (starting time and ending time)
- Total hours for the day and total hours for the month
- The names of the Security Guards providing services

Those invoices not acceptable will be returned to the Contractor with detailed information to include, but not limited to, date and reason for correction. The Contractor shall have the opportunity respond to the requested corrections or to correct and re-submit within three (3) business days for further review. Failure to submit in a timely manner may further delay payments of an invoice.

In the event an invoice or portion thereof continues to be in dispute, the City may withhold any portion of an invoice it disputes in good faith. The City shall timely pay all undisputed portions of invoices in accordance with this section.

In the event a City Department utilizing this Agreement disputes any part of an invoice hereunder, they shall immediately fill out and submit to SECSD the most recent revised State of California Invoice Dispute Notification, STD. 209.

Contractor may elect to offer a “1/10 Net 30” discount. In such instance they shall write the words, “1/10 Net 30,” or words to that effect, on an invoice, or otherwise convey the offer to the City. For any such invoice, City may pay within 10 days of receipt and in such event shall be entitled to a 1% discount for the paid balance of the invoice.

City Departments/Offices utilizing this Agreement shall report expenditures for contract security services to SECSD by the 15th day of each month following the month in which said expenditures are paid.

LAPD is not responsible for any obligation owed by any other City Department/Office to any Contractor hereunder. LAPD shall not be required to enforce, communicate, arbitrate or mediate any monetary dispute between any other City Department/Office and any Contractor hereunder.

10.3 Fees

The Contractor shall submit invoices as described herein for the services performed for which payment is requested. Said services shall be billed in the amounts set forth in fee schedule identified as Attachment C and attached hereto and incorporated herein by this referral. The total dollar amount that the City will pay the Contractor for satisfactory services rendered under the terms of this contract may be up to, but not exceed, thirty million dollars ($30,000,000)

annually, or such amount as shall be set by the City as the aggregate annual spending limit of this Agreement.

10.4 Penalties/Damages

The Contractor shall perform all work under the Contract during the Contract Term/Period of Performance. If any work by the Contractor is deficient because of the failure to perform the work or meet the criteria of the work in accordance with the standards in this agreement, the Contract Administrator will report such deficiencies to the Contractor. If amounts are to be withheld or deducted from payments to the Contractor, the City will forward notice describing the reasons for said action.

The Contract Administrator will thereafter take the necessary action and based on a progressive system, corrective measures will be initiated in attempt to correct the

deficiency. The typical levels of the progressive system may involve discussions/ verbal warnings, liquidated damages and/or removal of services from assigned facility. The level determined appropriate for each deficiency will depend on a variety of factors that include the severity of the incident, previous performance work history, pattern of occurrences and impact to other security companies and/or City departments.

For the purposes of the contract, liquidated damages are defined as a means of compensation for breach of the contract. It is impractical or extremely difficult to ascertain the extent of actual damages resulting from the failure of Contractor to correct a deficiency within a specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages is $100 per infraction, or as specified in the Performance Requirements Summary chart (Exhibit 1 of this Statement of Work), and that Contractor shall be liable for the liquidated damages in said amount. Said amount shall be deducted from City's payment to contractor.

11.0 City's Responsibilities

The following are the City's responsibilities under the Agreement:

11.1 Authority and Duties of the Contract Administrator

The Commanding Officer, Security Services Division, is the Contract Administrator and shall represent the Chief of Police in the operation and management of this agreement. The Contract Administrator may make temporary changes in assignments, tasks, task frequencies, or methods. Any temporary changes shall not be considered modifications of the agreement and shall not affect the amount of payment to the Contractor.

11.2 Authority and Duties of the Contract Coordinator

The Contract Administrator may appoint an individual or individuals as City Contract Liaison Coordinator (Coordinator) to monitor and inspect the Contract performance of the security work. The Coordinator is not authorized to revoke any requirements of the Contract. The Coordinator is authorized to call to the attention of the Contractor any non-performance of security services for the work called under the agreement. The Coordinator shall in no case act as a foreman or perform any other duties for the Contractor, nor interfere with the management of the work under the agreement. Any advice given to the Contractor shall in no way be construed as Contract changes and binding to the City or releasing the Contractor from fulfilling all requirements of the agreement.

The Coordinator shall ensure the requesting department provide adequate and basic requirements for contract personnel assigned to their locations to include shelter from the elements and access to restrooms and hand washing station prior to the start of any assignment.

11.3 Authority and Duties of the Department/Office Representative

Departments or offices of the City utilizing this Agreement with the consent of the LAPD shall nominate a Department/Office Representative to be confirmed by LAPD in its granting of permission to use this Agreement.

11.4 Complaints

All complaints against Contractor's personnel shall be directed in writing to the Contract Administrator and notifications made to the Contractor.

12.0 Documenting Complaints

The Contractor shall complete a written narrative that includes a description of events that led to the complaint, including date and time of occurrence, a list of all involved persons, location of occurrence, nature of the complaint allegation(s), and statements (written, tape-recorded, or other) made by involved persons including the subject employee(s).

12.1 Complaints Reported to the City

The Contract Administrator shall notify the Contractor of any complaint received and work in cooperation with the Contractor to resolve the complaint.

12.2 Contract Personnel Complaint Investigation and Interview

The Contract Administrator reserves the exclusive right to immediately interview and investigate any employees under the control or direction of the Contractor, upon receiving any reported complaint or allegation of misconduct. Any employee

who declines or refuses to participate in an interview or cooperate with an investigation conducted by the Contract Administrator, shall be ordered by the Contractor to cooperate. Failure to cooperate with the investigation and interview conducted by the Contract Administrator or designee is considered as non-complying with this Contract requirement.

ATTACHMENT C

FEE SCHEDULE

FEE SCHEDULE FOR
SECURITY GUARD SERVICES
EFFECTIVE February 20, 2025
LIVING WAGE ORDINANCE

The following is the fee schedule for the different types of Security Guards defined in the Agreement.

Position	Security Guard		Security Guard / Bike		Security Guard / Vehicle	
	Regular	Overtime	Regular	Overtime	Regular	Overtime
Unarmed Security Guard	$30.65	$45.98	$32.15	$48.23	$33.65	$50.48
Armed Security Guard	$34.14	$51.21	$35.64	$53.46	$37.14	$55.71
Armed Security Shift Supervisor	$37.07	$55.61	$38.57	$57.86	$40.07	$60.11
Armed Security Field Supervisor	$37.07	$55.61	$38.57	$57.86	$40.07	$60.11
Post Commander	$38.56	$57.84	$40.06	$60.09	$41.56	$62.34
Professional Security Guard	$50.25	$75.38	$51.75	$77.63	$53.25	$79.88

- $1.50 will be added to the corresponding requested position and the appropriate level payment rate for a bike certified security officer.
- $3.00 shall be added to the corresponding requested position and the appropriate level payment rate for vehicle patrols.
- Compensation for Field Supervisors must be reviewed and approved in writing in advance of deployment, by the Contract Administrator.
- All hours worked on City designated holidays will be invoiced at the corresponding overtime rate per position.
- Overtime rates will be invoiced for the first 72 hours of newly requested assignments when less than 48-hours' notice is provided.
- Payment terms are net 30 after receipt and approval of the correct monthly invoice submitted for work performed at all sites assigned to the contract security company.
- Minimum of 4 hours billing for requests less than 4 hours.
- Rates will be adjusted each contract year, consistent with the living wage ordinance published for the corresponding fiscal year, or as they take effect.

ATTACHMENT D

CONFIDENTIALITY AGREEMENT

Professional Services Agreement

Confidentiality Agreement

I, _____, or the entity for which I am an employee, independent contractor, or subcontractor (hereinafter referred to as "Contractor"), have entered into a contract (hereinafter referred to as the "Agreement") with the City of Los Angeles to provide various services to the City of Los Angeles (hereinafter referred to as "City").

I will provide temporary services to City and as part of these services I will have access to confidential information. "Confidential Information" includes all data, records, documents, audio or visual recordings, materials, products, technology, computer programs, specifications, manuals, business plans, software, marketing plans, financial information, and other information disclosed or submitted, orally, in writing, or by any other media, to me by City pursuant to the Agreement or this Confidentiality Agreement, regardless of whether the information is marked or otherwise identified in writing as confidential, and regardless of whether the Confidential Information is received prior to execution of this Confidentiality Agreement.

I further understand that all Confidential Information provided to me by City, or accessed or reviewed by me during the performance of this assignment will remain the property of City.

I agree to use Confidential Information solely in connection with providing services to City under the Agreement and for no other purpose.

I agree not to provide Confidential Information, nor disclose its content or any information contained in it, either orally or in writing or in any form to transmit information, to any other person or entity, unless required by law or court order. I further agree not to make copies of any Confidential Information unless a formal request is made and approved by City.

I agree to promptly notify City of all requests, notices, subpoenas, pleadings, or other means, for the release of Confidential Information received by me.

I agree that I will not divulge to any unauthorized person, Confidential Information or any other information obtained while performing work pursuant to the Agreement between me and City.

I will be responsible for protecting the confidentiality and maintaining the security of all Confidential Information in my possession. I agree to use the same standard of care to protect City's Confidential Information as I use to protect my

own confidential and proprietary information, but not less than a reasonable standard.

Upon request by City, or completion or termination of my assignment under the Agreement, I will promptly return or destroy all Confidential Information in my possession at City's discretion, and provide City with written certification stating that such Confidential Information has been returned or destroyed.

This Confidentiality Agreement is to apply in conjunction with any prior confidentiality agreement between myself and City, and will not nullify such agreements; however, this Confidentiality Agreement will take precedence. Any conflicts with any other agreements will be modified to comply with the terms and intent of this Confidentiality Agreement.

I acknowledge that violation of this Confidentiality Agreement may subject me to civil and/or criminal action and that City will seek all possible legal redress.

_____ _____

Name of Signatory Contractor Signature

_____ _____

Signatory Title Date

Contractor Address:

_____

Agreement Number _____

FIRST AMENDED AND RESTATED PROFESSIONAL SERVICES AGREEMENT

between

THE CITY OF LOS ANGELES

and

UNIVERSAL PROTECTION SERVICE, LP
DBA ALLIED UNIVERSAL SECURITY SERVICES

for

SECURITY GUARD SERVICES

Said Agreement is Number C-141552-1

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FIRST AMENDED AND RESTATED AGREEMENT NO. C-141552
BETWEEN
THE CITY OF LOS ANGELES
AND
UNIVERSAL PROTECTION SERVICE, LP
DBA ALLIED UNIVERSAL SECURITY SERVICES

THIS FIRST AMENDED AND RESTATED AGREEMENT (“Agreement”) is made and entered into by and between the City of Los Angeles, California, a municipal corporation (hereinafter referred to as the “City”) acting by and through the Los Angeles Police Department (hereinafter referred to as the “LAPD” or “Department”) and Universal Protection Service, LP, DBA Allied Universal Security Services, a California corporation (hereinafter referred to as the “Contractor”) (each a “Party” and collectively, the “Parties”).

RECITALS

WHEREAS, Section 22.225.1 of Division 22, Chapter 11, Article 3 of the Los Angeles Administrative Code charges the Los Angeles Police Department (LAPD) with providing security services and patrol for City facilities; excluding Department of Airports, Department of Water, and Harbor Department facilities; and

WHEREAS, on February 20, 2020, the City issued a Request for Proposals (RFP No. 19-310-002), seeking qualified firms to perform the above-referenced security guard services; and

WHEREAS, the Contractor submitted a proposal in response to said RFP and the City found it to be satisfactory in response to the services required by the City, and determined that the Contractor had the experience and qualifications to provide the type and level of service required by the City; and

WHEREAS, on January 12, 2021, the Board of Police Commissioners approved the recommendation by staff of the selection of Contractor and authorized the LAPD to negotiate an agreement with the Contractor; and

WHEREAS, on February 21, 2022, the LAPD and the Contractor entered into Contract No. C-141552 (“Original Agreement”) to provide professional security services and patrol for City facilities; excluding Department of Airports, Department of Water and Power, and Harbor Department facilities; and

WHEREAS, the Original Agreement was for three (3) years, which commenced on February 21, 2022 and will terminate on February 20, 2025; and

WHEREAS, the Contractor’s services are of a professional, specialized, and occasional nature; and

WHEREAS, City has been using the Contractor's services and has a continuing need to do so; and

WHEREAS, City and Contractor now wish to enter into this First Amended and Restated Agreement to (1) extend the agreement for a period of two years, with a new expiration date of February 20, 2027, (2) increase the contractual not to exceed amount, for a new total not to exceed amount of $35,000,000 year across all security services contracts, (3) replace Standard Provisions for City Contracts (Rev. 9/22 [v.1]) with Standard Provisions for City Contracts (Rev. 1/25 [v.2]); replace Attachment C – Fee Schedule; and (5) make certain other changes deemed necessary by the Parties.

NOW THEREFORE, in consideration of the above promises, and of terms, covenants and considerations set forth herein, the parties do agree as follows:

SECTION 1.0
PARTIES TO THE AGREEMENT AND REPRESENTATIVES

1.1 Parties to the Agreement

The Parties to this Agreement are:

A. City –The City of Los Angeles, a municipal corporation, having its principal office at 200 North Spring Street, Los Angeles, California, 90012.

B. Contractor – Allied Universal Security Services, having its principal address at 700 S. Flower Street, Suite 400, Los Angeles, California 90017.

1.2 Representatives of the Parties and Service of Notices

The representatives of the respective parties who are authorized to administer this Agreement and to whom formal notices, demands and communications will be given are as follows:

A. The representative of the City shall be, unless otherwise stated in the Agreement:

Chief of Police
Los Angeles Police Department
100 West First Street, Tenth Floor
Los Angeles, California 90012

With copies to:

Commanding Officer
Security Services Division
Los Angeles Police Department
201 North Los Angeles Street, Suite 2
Los Angeles, California 90012
Phone Number: (213) 978-4660

B. The representative of the Contractor shall be:
Steve Claton, President, Southwest Region
Universal Protection Service, LP
DBA Allied Universal Security Services
450 Exchange, Irvine, CA 92602
Phone Number: (714) 360-5077

C. Formal notices, demands and communications to be given hereunder by either party must be made in writing and may be effected by electronic mail (e-mail), personal delivery or by registered or certified mail, postage prepaid, return receipt requested and will be deemed communicated as of the date of mailing.

D. If the name of the person designated to receive the notices, demands or communications or the address of such person is changed, written notice will be given in accord with this Section, within five (5) working days of said change.

SECTION 2.0
TERM OF AGREEMENT AND SERVICES TO BE PROVIDED

2.1 Term of Agreement

This Agreement is effective as of the date by which the authorized signatories of each of the parties to the Agreement has signed the Agreement and the City Attorney has signed the Agreement as to form (“Effective Date”).

Unless terminated earlier pursuant to in PSC-9 (Termination), of the Standard Provisions for City Contracts (Rev. 1/25 [v.2], this Agreement will terminate on February 20, 2027.

2.2 Ratification

Due to the need for the Contractor's services to be provided continuously on an ongoing basis, the Contractor may have provided services prior to the execution of this contract. To the extent that the Contractor's services were performed in accordance with the terms and conditions of this Agreement, those services are hereby ratified.

2.3 Statement of Work to be Performed

A. During the term of this Agreement, Contractor shall provide the Services, and implement the tasks identified herein and in Attachment B, Statement of Work ("SOW"), and Attachment C, Fee Schedule, which are attached hereto and incorporated herein by reference.

B. All work and tasks are subject to City approval in accordance with the SOW. Failure to receive approval may result in the withholding of compensation for such work pursuant to Section 3.3, Method of Payment, of this Agreement.

C. Notwithstanding any other provision of this Agreement, the Contractor shall perform such other work within the SOW as necessary to ensure that the work provided under this Agreement meets the requirements set forth in this Agreement and all Attachments.

D. In the event that the City requires services in addition to those specified in this Agreement, Contractor agrees to provide such services in accordance with Section 7.3, Amendments, of the Agreement. Prior to performance of additional work, this Agreement will be amended to include the additional work and payment therefor.

SECTION 3.0
COMPENSATION AND METHOD OF PAYMENT

3.1 Compensation

A. The City will pay the Contractor for satisfactory services provided under this Agreement, in accordance with the wage rates specified in Exhibit C, Fee Schedule, of this Agreement, which are incorporated herein by this reference. On July 1 of each year of this Agreement, or such time as determined by the City Council, the payment rates reflected in Exhibit C, Fee Schedule, shall increase by the same dollar amount that the Living

Wage increases under the Living Wage Ordinance (Los Angeles Code Section 10.37 et seq.).

B. The City's obligation to make payments under this contract will be limited to the current appropriation(s) for that purpose. At the time of execution of this contract, the total appropriation(s) for the combined set of all LAPD security guard services contracts will not exceed Thirty-Five Million Dollars ($35,000,000.00) per year, including state and local taxes. The Contractor will not provide any services, goods or equipment, and the City will not pay for any services, goods or equipment provided, in excess of the funds appropriated by the City for this Contract.

C. Contractor's services are being performed as an independent contractor and not as an agent or employee of the City, therefore Contractor is not entitled to any vacation, sick leave, Worker's Compensation, pension or any other City Benefits.

D. Contractor understands and agrees that it may not make any financial commitment on behalf of the City, incur any cost or expense on behalf of the City, or obligate the City to make payments for any cost or expenses, unless authorized in the approved work plans.

3.2 Taxes

A. To the extent that any of the Services or Deliverables to be provided by Contractor hereunder are subject to any California sales and use taxes, City and Contractor acknowledge and agree that such taxes shall be collected from the City. Contractor acknowledges and agrees to remit the same to the appropriate tax collection authorities in the manner set forth under applicable law. Contactor shall be solely responsible for any uncollected and unremitted taxes due and owing to the appropriate tax collection authorities and shall indemnify the City for any losses in connection with any uncollected and unremitted taxes due.

3.3 Method of Payment

A. Invoices

The City shall pay the Contractor pursuant to the requirements of this Section 3.0 after receipt and approval of the Contractor's invoices by the City. To ensure that services provided under personal services contracts are measured against services as detailed in this Contract, the Controller of the City of Los Angeles has developed a policy requiring the following supporting documentation to be submitted with all invoices:

Billing and Invoicing Requirements

The contractor is required to submit invoices that conform to City standards and include, at a minimum, the following information:

i. Name and address of contractor
ii. Division and Department name and address where services were provided
iii. Date of invoice and period covered
iv. Contract number or authority (purchase order) number
v. Description of completed task and amount due for task, including:
    a. Name(s) of personnel working on task
    b. Hours spent on task and timesheet(s) supporting charges (if applicable)
    c. Rate(s) per hour and total due
vi. Certification by a duly authorized officer
vii. Discount and terms (if applicable)
viii. Remittance Address (if different from company address)
ix. Taxes (indicate taxable vs. non-taxable items)

B. All invoices shall be submitted on Contractor's letterhead, contain Contractor's official logo, or other unique and identifying information such as the name and address of the Contractor. Evidence that tasks have been completed shall be attached to all invoices.

C. Invoices and supporting documentation shall be prepared at the sole expense and responsibility of the Contractor. The City will not compensate the Contractor for costs incurred in invoice preparation. The City may request, in writing, changes to the content and format of the invoice and supporting documentation at any time. The City reserves the right to request additional supporting documentation to substantiate costs at any time.

Tasks that are completed by subcontractors shall be supported by subcontractor's invoices, copies of pages from reports or other unique documentation that substantiates their charges.

D. ***Failure to adhere to these policies may result in nonpayment or non-approval of demands, pursuant to Charter Section 262(a)***, which requires the Controller to inspect the quality, quantity, and condition of services, labor, materials, supplies, or equipment received by any City office or department, and approve demands before they are drawn on the Treasury.

City payments to Contractor shall be paid within 30 days after approval by City provided however, that City may withhold any portion of an invoice that it disputes in good faith. In the event an invoice or portion thereof is in dispute, City shall notify Contractor of the potential disapproval action and afford Contractor an opportunity to be heard prior to official disapproval.

City shall pay all undisputed portions of invoices in accordance with this Section.

E. Invoices that are payable by LAPD/Security Services Division (SECSD) shall be submitted to the following email address:

SECSD_CONTRACT_SECURITY@lapd.lacity.org
Subject: Contract Security Monthly Invoice

Original invoices payable by other City departments shall be sent to the City department stated on the Contract Request Form.

SECTION 4.0
PERSONNEL

4.1 Key Personnel

A. Project Manager

Contractor shall assign a project manager with full authority to administer the Agreement for Contractor.

B. Staff Size

The size of the staff employed by Contractor in the performance of the Services must be kept consistent with the staff size articulated in Attachment B, Statement of Work, and as is otherwise necessary to perform the services anticipated in this Agreement.

4.2 Changes in Key Personnel

Contractor agrees to minimize changes to its key project personnel. City shall have the right to request key project personnel changes and to review and approve key project personnel changes proposed by Contractor. City's approval of key project personnel assignments and changes shall not be unreasonably withheld.

4.3 Background Checks

To the extent permitted by applicable law, the City may conduct background checks at its expense on the Contractor, its employees, designated replacement employees, agents, and subcontractors who will have, or may have, access to City information and data during the performance of this Agreement. The Contractor recognizes the highly sensitive nature of such information and data and agrees to cooperate with the City and provide, to the extent permitted by applicable law, whatever information the City requires in order to conduct background checks including, but not limited to, verification of education and previous employment. The City may request changes to Contractor personnel pursuant to Section 4.2 of this Agreement in response to background check information, and the Contractor will accommodate such request for personnel changes. Both parties agree to keep the results of any background checks confidential in accordance with the provisions of Section 7.1, Confidentiality of Information, as permitted by applicable law. Disqualification of any member of Contractor's staff pursuant to this Section shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Agreement.

4.4 Training of Contractor's Personnel

Contractor shall be responsible for the provision of mandatory training for all staff at the time of initial employment and on an ongoing basis, as may be required by federal and State law. Contractor shall further be responsible for, and shall provide for, the training of all appropriate staff on all applicable state and County of Los Angeles policies and procedures relevant to the performance of the agreed upon services, as well as on any other matters that City may reasonably require.

SECTION 5.0
SUBCONTRACTORS

5.1 Subcontracts/Joint Participation Agreements

With prior written approval of the Department, Contractor may enter into subcontracts with other vendors for the performance of portions of this Agreement. Contractor shall at all times be responsible for the acts and errors or omissions of its subcontractors in the performance of this Agreement. Nothing in this Agreement shall constitute any contractual relationship between any subcontractors and the Department or any obligation on the part of the Department to pay, or to be responsible for the payment of any sums to any subcontractors.

5.2 Provisions Binding on Subcontracts

The provisions of this Agreement, which by their nature are required to be imposed upon subcontractors, shall apply to all subcontractors in the same manner as to Contractor. In particular, the LAPD will not pay, even indirectly, the fees and expenses of a subcontractor that do not conform to the terms of this Agreement.

SECTION 6.0
DISPUTES

The parties shall undertake to reach an amicable settlement in cases of Dispute. If an amicable settlement cannot be reached, or in the event of default that could result in termination of this Agreement, City and Contractor shall schedule a meeting of their representatives in a good faith attempt to resolve the issues in Dispute. The meeting shall allow for a detailed presentation of each party's views on the issues and potential solutions to the Dispute or default. If possible, the meeting should result in an agreed upon course of action to resolve the Dispute or default.

Contractor and City shall continue to perform any obligations under this Agreement during any Dispute.

The provisions of Sections 5.169 and 5.170 (Div. 5, Ch. 10, Art. 1) of the Los Angeles Administrative Code and Section 350 of the City Charter shall govern the procedure and rights of the parties with regard to claims arising from this Agreement.

SECTION 7.0
MISCELLANEOUS

7.1 Confidentiality of Information

Information, documents, records, software programs, and data furnished to Contractor by the City and other documents to which Contractor has access during the term of this Agreement are confidential information (hereinafter referred to as "Confidential Information"). Contractor may not disclose Confidential Information in any manner without the prior written consent of the City. Contractor must ensure that each employee or subcontractor hired by Contractor who is sent on an assignment under this Agreement will have executed a Confidentiality Agreement prior to commencing any assignment. The Confidentiality Agreement to be used is attached hereto as Attachment D.

Contractor and its employees or subcontractors may, in the course of the work, gain access to certain confidential City and/or other law enforcement agency information, including "Criminal History Information." Accordingly, Contractor agrees to provide each of its employees and subcontractors who provide services at City of Los Angeles facilities with the provisions of the Crime Control Act of 1973.

Contractor must implement reasonable and prudent measures to keep secure and private all confidential and criminal history information, as defined in the Crime Control Act of 1973, which has been accessed during the performance of the Agreement.

7.2 Crime Control Act of 1973

Contractor shall adhere to the Crime Control Act of 1973. The term "title" means Crime Control Act of 1973, Title 1 – Law Enforcement Assistance. The term "criminal history information" includes records and related data contained in an automated criminal justice informational system, compiled by law enforcement agencies for purposes of identifying criminal offenders and alleged offenders and maintaining as to such person's summaries of arrests, the nature and disposition of criminal charges, sentencing, confinement, rehabilitation and release.

Except as provided by Federal law other than the Crime Control Act of 1973, Title 1 – Law Enforcement Assistance, no officer or employee of any recipient of assistance or Contractor or subcontractor under provisions of this title may use or reveal any research or statistical information furnished under this title by any person and identifiable to any specific private person for any purpose other than the purpose for which it was obtained in accordance with this title. Copies of such information will be immune from legal process, and will not, without the consent of the person furnishing such information, be admitted as evidence or used for any purpose in any action, suit, or other judicial or administrative proceedings.

All criminal history information collected, stored, or disseminated through support under this title must contain, to the maximum extent feasible, disposition as well as arrest data where arrest data is included therein. The collection, storage and dissemination of such information will take place under procedures reasonably designed to ensure that all such information is kept current therein; the recipient of assistance and any Contractor or subcontractor must assure that the security and privacy of all information is adequately provided for and that information will only be used for law enforcement and criminal justice and other lawful purposes. In addition, an individual who believes that criminal history information concerning him/her contained in an automated system is inaccurate, incomplete, or maintained in violation of this title, will, upon satisfactory verification of his/her

identity, be entitled to review such information and to obtain a copy of it for the purpose of challenge or correction.

Pursuant to Section 524(c) of Title 1 of the Crime Control Act of 1973, any person violating the provisions of this Section, or of any rule, regulation or other issued thereunder, will be fined not to exceed $10,000 in addition to any other penalty imposed by law.

Contractor shall ensure that these requirements are provided to and apply to all subcontractors of this Agreement.

7.3 Amendments

Any change in the terms of this Agreement must be incorporated into this Agreement by a written amendment properly executed and signed by the person authorized to bind the parties thereto.

7.4 Standard Provisions

The Contractor must comply with the applicable Standard Provisions for City Contracts (Rev. 1/25 [v.2], attached hereto as Attachment A and incorporated herein by this reference.

7.5 Border Wall Bid Disclosure

Contractor shall comply with Los Angeles Administrative Code ("LAAC") Section 10.50 *et seq.*, "Disclosure of Border Wall Contracting." City may terminate this Contract at any time if City determines that Contractor failed to fully and accurately complete the required affidavit and disclose all Border Wall Bids and Border Wall Contracts, as defined in LAAC Section 10.50.1. The required affidavit must be submitted online at www.rampla.org.

7.6 Use of Marks

Except as expressly provided in this Agreement, Contractor shall not use the City or LAPD's names, logos, seals, insignia or other words, names, symbols or devices that identify the City or LAPD, for any purpose except with the prior written consent of, and in accordance with restrictions required by the City.

7.7 Media, Publicity, and Case Studies

Contractor shall refer all inquiries from the news media to LAPD, shall immediately contact LAPD to inform City of the inquiry, and shall comply with the procedures of LAPD's Public Affairs staff regarding statements to the media

relating to this Agreement or Contractor's services under this Agreement. Contractor shall not use City as a reference or case study absent receipt of City's prior written approval. Contractor shall further provide City with the opportunity to review and approve any such reference or case study prior to publication, which approval City shall not unreasonably withhold.

7.8 Non-Exclusive Agreement

City and Contractor understand and agree that this is a non-exclusive Agreement to provide services to the City and the LAPD and that the City and the LAPD reserve the right to enter into an agreement with other contractors to provide similar services during the term of this Agreement.

7.9 Severability/Ambiguity

In the event a court of competent jurisdiction holds any provision of this Agreement to be invalid, such holding shall have no effect on the remaining provisions of this Agreement, and they shall continue in full force and effect. No ambiguity in this Agreement may be interpreted against any one party by virtue of that party being drafter of the Agreement. The parties acknowledge that they have read and understood this Agreement and had the opportunity to consult with counsel of their choosing regarding this Agreement.

7.10 No Third-Party Beneficiaries

Nothing herein is intended to create a third-party beneficiary in any subcontractor. City has no obligation to any subcontractor. No privity is created with any subcontractor by this Agreement. Even if Contractor uses subcontractors, Contractor remains responsible for complete and satisfactory performance of the terms of this Agreement.

7.11 Not a Waiver

Contractor acknowledges and agrees that nothing contained in this Agreement is, represents, or is intended to be construed as: a release, compromise, settlement, or waiver by City of any cause of action that City may have against Contractor. City reserves its rights in full, including, but not limited to, the right to bring any claim, cause of action, or request for reimbursement against Contractor in relation to this Agreement and other transactions between City and Contractor.

7.12 Audit Rights

In addition to those rights available to City elsewhere in this Agreement, including pursuant to PSC-16, Retention of Records, Audit and Reports, of Attachment A –

Standard Provisions for City Contracts (Rev. 1/25 [v.2]. Contractor shall provide City, or City's duly authorized representatives, access for the purposes of audit and investigation, to any and all books, documents, papers, records, deliverables, and software documentation pertaining to any past, current, or future (i) transactions between City and Contractor, (ii) work requested to be performed of Contractor, or (iii) demands for payment by Contractor.

7.13 Payment Does Not Imply Acceptance of Work

The granting of any payment by City, or the receipt thereof by Contractor, in no way lessens the liability of Contractor to replace unsatisfactory work, equipment, or materials although the unsatisfactory character of this work, equipment or materials may not have been apparent or detected at the time the payment was made. Materials, equipment, components, or workmanship that do not conform to the requirements of this Agreement may be rejected by City and upon rejection must be replaced by Contractor without delay.

SECTION 8.0
ENTIRE AGREEMENT

8.1 COMPLETE AGREEMENT

This Agreement contains the full and complete Agreement between the two parties. No verbal agreement or conversation with any officer or employee of either party will affect or modify any of the terms and conditions of this Agreement.

8.2 ATTACHMENTS

This Agreement includes fifteen (15) pages and four (4) attachments. Attachments A-D listed below are incorporated herein by this reference:

Attachment A – Standard Provisions for City Contracts (Rev. 1/25 [v.2]
Attachment B – Statement of Work
Attachment C – Fee Schedule
Attachment D – Confidentiality Agreement

8.3 ORDER OF PRECEDENCE

In the event of any conflict or inconsistency between the body of this Agreement and the Attachments, the order of precedence will be as follows:

(1) This First Amended and Restated Agreement between the City of Los Angeles and Universal Protection Service, LP, DBA Allied Universal Security Services
(2) Attachment A, Standard Provisions for City Contracts (Rev. 1/25 [v.2]
(3) Attachment B, Statement of Work
(4) Attachment C, Fee Schedule
(5) Attachment D, Confidentiality Agreement
(6) Original Agreement

8.4 COUNTERPARTS AND ELECTRONIC SIGNATURES

This Agreement may be executed in one or more counterparts, and by the parties in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement. The parties further agree that facsimile signatures or signatures scanned into .pdf (or signatures in another electronic format designated by City) and sent by e-mail shall be deemed original signatures.

[Signature Page Follows]

[Remainder of the Page Intentionally Left Blank]

IN WITNESS THEREOF, the Parties hereto have caused this Agreement to be executed by their respective duly authorized representatives.

THE CITY OF LOS ANGELES

By signing below, the signatory attests that they have no personal, financial, beneficial, or familial interest in this contract.

By: _____
JIM McDONNELL
Chief of Police

Date: _____

APPROVED AS TO FORM:

HYDEE FELDSTEIN SOTO, City Attorney

By: _____
SAMUEL PETTY
Deputy City Attorney

Date: _____

ATTEST:

HOLLY L. WOLCOTT, City Clerk

By: _____
Deputy City Clerk

Date: _____

UNIVERSAL PROTECTION SERVICE, LP, DBA ALLIED UNIVERSAL SECURITY SERVICES

By: Steve Claton
Steve Claton (Feb 19, 2025 17:50 PST)
STEVE CLATON
President, Southwest Region

Date: Feb 19, 2025

(2nd Corporate Officer)

By: Scott Naso
Scott Naso (Feb 19, 2025 17:52 PST)
SCOTT NASO
Senior Regional Vice President

Date: Feb 19, 2025

City Business Tax Registration Certificate (BTRC) Number: 0000420124-0001-7

Internal Revenue Service Taxpayer Identification Number: 33-0973846

Agreement Number: C-141552-1

ATTACHMENT A

Standard Provisions for City Contracts (Rev. 1/25 [v.2])

STANDARD PROVISIONS FOR CITY CONTRACTS

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STANDARD PROVISIONS FOR CITY CONTRACTS

PSC-1. Construction of Provisions and Titles Herein

All titles, subtitles, or headings in this Contract have been inserted for convenience, and shall not be deemed to affect the meaning or construction of any of the terms or provisions of this Contract. The language of this Contract shall be construed according to its fair meaning and not strictly for or against **CITY** or **CONTRACTOR**. The word "**CONTRACTOR**" includes the party or parties identified in this Contract. The singular shall include the plural and if there is more than one **CONTRACTOR**, unless expressly stated otherwise, their obligations and liabilities shall be joint and several. Use of the feminine, masculine, or neuter genders shall be deemed to include the genders not used.

PSC-2. Applicable Law, Interpretation and Enforcement

Each party's performance shall comply with all applicable laws of the United States of America, the State of California, and **CITY**, including but not limited to, laws regarding health and safety, labor and employment, wage and hours and licensing. This Contract shall be enforced and interpreted under the laws of the State of California without regard to conflict of law principles. **CONTRACTOR** shall comply with new, amended, or revised laws, regulations, or procedures that apply to the performance of this Contract with no additional compensation paid to **CONTRACTOR**.

In any action arising out of this Contract, **CONTRACTOR** consents to personal jurisdiction, and agrees to bring all such actions, exclusively in state or federal courts located in Los Angeles County, California.

If any part, term or provision of this Contract is held void, illegal, unenforceable, or in conflict with any federal, state or local law or regulation, the validity of the remaining parts, terms or provisions of this Contract shall not be affected.

PSC-3. Time of Effectiveness

Unless otherwise provided, this Contract shall take effect when all of the following events have occurred:

A. This Contract has been signed on behalf of **CONTRACTOR** by the person or persons authorized to bind **CONTRACTOR**;

B. This Contract has been approved by the City Council or by the board, officer or employee authorized to give such approval;

C. The Office of the City Attorney has indicated in writing its approval of this Contract as to form; and

D. This Contract has been signed on behalf of **CITY** by the person designated by the City Council, or by the board, officer or employee authorized to enter into this Contract.

PSC-4. Integrated Contract

This Contract sets forth all of the rights and duties of the parties with respect to the subject matter of this Contract, and replaces any and all previous Contracts or understandings, whether written or oral, relating thereto. This Contract may be amended only as provided for in the provisions of PSC-5 hereof.

PSC-5. Amendment

All amendments to this Contract shall be in writing and signed and approved pursuant to the provisions of PSC-3.

PSC-6. Excusable Delays

Neither party shall be liable for its delay or failure to perform any obligation under and in accordance with this Contract, if the delay or failure arises out of fires, floods, earthquakes, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by the party or any of the party's Subcontractors), freight embargoes, terrorist acts, insurrections or other civil disturbances, or other similar events to those described above, but in each case the delay or failure to perform must be beyond the control and without any fault or negligence of the party delayed or failing to perform (these events are referred to in this provision as "Force Majeure Events").

Notwithstanding the foregoing, a delay or failure to perform by a Subcontractor of **CONTRACTOR** shall not constitute a Force Majeure Event, unless the delay or failure arises out of causes beyond the control of both **CONTRACTOR** and Subcontractor, and without any fault or negligence of either of them. In such case, **CONTRACTOR** shall not be liable for the delay or failure to perform, unless the goods or services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit **CONTRACTOR** to perform timely. As used in this Contract, the term "Subcontractor" means a subcontractor at any tier.

In the event **CONTRACTOR'S** delay or failure to perform arises out of a Force Majeure Event, **CONTRACTOR** agrees to use commercially reasonable best efforts to obtain the goods or services from other sources, and to otherwise mitigate the damages and reduce the delay caused by the Force Majeure Event.

PSC-7. Waiver

A waiver of a default of any part, term or provision of this Contract shall not be construed as a waiver of any succeeding default or as a waiver of the part, term or provision itself. A party's performance after the other party's default shall not be construed as a waiver of that default.

PSC-8. Suspension

At **CITY'S** sole discretion, **CITY** may suspend any or all services provided under this Contract by providing **CONTRACTOR** with written notice of suspension. Upon receipt of the notice of suspension, **CONTRACTOR** shall immediately cease the services

suspended and shall not incur any additional obligations, costs or expenses to **CITY** until **CITY** gives written notice to recommence the services.

PSC-9. Termination

A. Termination for Convenience

CITY may terminate this Contract for **CITY'S** convenience at any time by providing **CONTRACTOR** thirty days written notice. Upon receipt of the notice of termination, **CONTRACTOR** shall immediately take action not to incur any additional obligations, costs or expenses, except as may be necessary to terminate its activities. **CITY** shall pay **CONTRACTOR** its reasonable and allowable costs through the effective date of termination and those reasonable and necessary costs incurred by **CONTRACTOR** to effect the termination. Thereafter, **CONTRACTOR** shall have no further claims against **CITY** under this Contract. All finished and unfinished documents and materials procured for or produced under this Contract, including all intellectual property rights **CITY** is entitled to, shall become **CITY** property upon the date of the termination. **CONTRACTOR** agrees to execute any documents necessary for **CITY** to perfect, memorialize, or record **CITY'S** ownership of rights provided herein.

B. Termination for Breach of Contract

1. Except as provided in PSC-6, if **CONTRACTOR** fails to perform any of the provisions of this Contract or so fails to make progress as to endanger timely performance of this Contract, **CITY** may give **CONTRACTOR** written notice of the default. **CITY'S** default notice will indicate whether the default may be cured and the time period to cure the default to the sole satisfaction of **CITY**. Additionally, **CITY'S** default notice may offer **CONTRACTOR** an opportunity to provide **CITY** with a plan to cure the default, which shall be submitted to **CITY** within the time period allowed by **CITY**. At **CITY'S** sole discretion, **CITY** may accept or reject **CONTRACTOR'S** plan. If the default cannot be cured or if **CONTRACTOR** fails to cure within the period allowed by **CITY**, then **CITY** may terminate this Contract due to **CONTRACTOR'S** breach of this Contract.

2. If the default under this Contract is due to **CONTRACTOR'S** failure to maintain the insurance required under this Contract, **CONTRACTOR** shall immediately: (1) suspend performance of any services under this Contract for which insurance was required; and (2) notify its employees and Subcontractors of the loss of insurance coverage and Contractor's obligation to suspend performance of services. **CONTRACTOR** shall not recommence performance until **CONTRACTOR** is fully insured and in compliance with **CITY'S** requirements.

3. If a federal or state proceeding for relief of debtors is undertaken by or against **CONTRACTOR**, or if **CONTRACTOR** makes an assignment for the benefit of creditors, then **CITY** may immediately terminate this Contract.

4. If **CONTRACTOR** engages in any dishonest conduct related to the performance or administration of this Contract or violates **CITY'S** laws, regulations or policies relating to lobbying, then **CITY** may immediately terminate this Contract.

5. Acts of Moral Turpitude

   a. **CONTRACTOR** shall immediately notify **CITY** if **CONTRACTOR** or any Key Person, as defined below, is charged with, indicted for, convicted of, pleads nolo contendere to, or forfeits bail or fails to appear in court for a hearing related to, any act which constitutes an offense involving moral turpitude under federal, state, or local laws ("Act of Moral Turpitude").

   b. If **CONTRACTOR** or a Key Person is convicted of, pleads nolo contendere to, or forfeits bail or fails to appear in court for a hearing related to, an Act of Moral Turpitude, **CITY** may immediately terminate this Contract.

   c. If **CONTRACTOR** or a Key Person is charged with or indicted for an Act of Moral Turpitude, **CITY** may terminate this Contract after providing **CONTRACTOR** an opportunity to present evidence of **CONTRACTOR'S** ability to perform under the terms of this Contract.

   d. Acts of Moral Turpitude include, but are not limited to: violent felonies as defined by Penal Code Section 667.5, crimes involving weapons, crimes resulting in serious bodily injury or death, serious felonies as defined by Penal Code Section 1192.7, and those crimes referenced in the Penal Code and articulated in California Public Resources Code Section 5164(a)(2); in addition to and including acts of murder, rape, sexual assault, robbery, kidnapping, human trafficking, pimping, voluntary manslaughter, aggravated assault, assault on a peace officer, mayhem, fraud, domestic abuse, elderly abuse, and child abuse, regardless of whether such acts are punishable by felony or misdemeanor conviction.

e. For the purposes of this provision, a Key Person is a principal, officer, or employee assigned to this Contract, or owner (directly or indirectly, through one or more intermediaries) of ten percent or more of the voting power or equity interests of **CONTRACTOR**.

6. In the event **CITY** terminates this Contract as provided in this section, **CITY** may procure, upon such terms and in the manner as **CITY** may deem appropriate, services similar in scope and level of effort to those so terminated, and **CONTRACTOR** shall be liable to **CITY** for all of its costs and damages, including, but not limited to, any excess costs for such services.

7. If, after notice of termination of this Contract under the provisions of this section, it is determined for any reason that **CONTRACTOR** was not in default under the provisions of this section, or that the default was excusable under the terms of this Contract, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to PSC-9(A) Termination for Convenience.

8. The rights and remedies of **CITY** provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

C. In the event that this Contract is terminated, **CONTRACTOR** shall immediately notify all employees and Subcontractors, and shall notify in writing all other parties contracted with under the terms of this Contract within five working days of the termination.

PSC-10. Independent Contractor

CONTRACTOR is an independent contractor and not an agent or employee of **CITY**. **CONTRACTOR** shall not represent or otherwise hold out itself or any of its directors, officers, partners, employees, or agents to be an agent or employee of **CITY**.

PSC-11. Contractor's Personnel

Unless otherwise approved by **CITY**, **CONTRACTOR** shall use its own employees to perform the services described in this Contract. **CITY** has the right to review and approve any personnel who are assigned to work under this Contract. **CONTRACTOR** shall remove personnel from performing work under this Contract if requested to do so by **CITY**.

CONTRACTOR shall not use Subcontractors to assist in performance of this Contract without the prior written approval of **CITY**. If **CITY** permits the use of Subcontractors, **CONTRACTOR** shall remain responsible for performing all aspects of this Contract and paying all Subcontractors. **CITY** has the right to approve **CONTRACTOR'S** Subcontractors, and **CITY** reserves the right to request replacement of any

Subcontractor. **CITY** does not have any obligation to pay **CONTRACTOR'S** Subcontractors, and nothing herein creates any privity of contract between **CITY** and any Subcontractor.

PSC-12. Assignment and Delegation

CONTRACTOR may not, unless it has first obtained the written permission of **CITY**:

A. Assign or otherwise alienate any of its rights under this Contract, including the right to payment; or

B. Delegate, subcontract, or otherwise transfer any of its duties under this Contract.

PSC-13. Permits

CONTRACTOR and its directors, officers, partners, agents, employees, and Subcontractors, shall obtain and maintain all licenses, permits, certifications and other documents necessary for **CONTRACTOR'S** performance of this Contract. **CONTRACTOR** shall immediately notify **CITY** of any suspension, termination, lapses, non-renewals, or restrictions of licenses, permits, certificates, or other documents that relate to **CONTRACTOR'S** performance of this Contract.

PSC-14. Claims for Labor and Materials

CONTRACTOR shall promptly pay when due all amounts owed for labor and materials furnished in the performance of this Contract so as to prevent any lien or other claim under any provision of law from arising against any **CITY** property (including reports, documents, and other tangible or intangible matter produced by **CONTRACTOR** hereunder), and shall pay all amounts due under the Unemployment Insurance Act or any other applicable law with respect to labor used to perform under this Contract.

PSC-15. Current Los Angeles City Business Tax Registration Certificate Required

For the duration of this Contract, **CONTRACTOR** shall maintain valid Business Tax Registration Certificate(s) as required by **CITY'S** Business Tax Ordinance, Section 21.00 *et seq*. of the Los Angeles Municipal Code ("LAMC"), and shall not allow the Certificate to lapse or be revoked or suspended.

PSC-16. Retention of Records, Audit and Reports

CONTRACTOR shall maintain all records, including records of financial transactions, pertaining to the performance of this Contract, in their original form or as otherwise approved by **CITY**. These records shall be retained for a period of no less than three years from the later of the following: (1) final payment made by **CITY**, (2) the expiration of this Contract or (3) termination of this Contract. The records will be subject to examination and audit by authorized **CITY** personnel or **CITY'S** representatives at any time. **CONTRACTOR** shall provide any reports requested by **CITY** regarding

performance of this Contract. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

In lieu of retaining the records for the term as prescribed in this provision, **CONTRACTOR** may, upon **CITY'S** written approval, submit the required information to **CITY** in an electronic format, e.g. USB flash drive, at the expiration or termination of this Contract.

PSC-17. Bonds

All bonds required by **CITY** shall be filed with the Office of the City Administrative Officer, Risk Management for its review and acceptance in accordance with Los Angeles Administrative Code ("LAAC") Sections 11.47 *et seq*., as amended from to time.

PSC-18. Indemnification

Except for the active negligence or willful misconduct of **CITY**, or any of its boards, officers, agents, employees, assigns and successors in interest, **CONTRACTOR** shall defend, indemnify and hold harmless **CITY** and any of its boards, officers, agents, employees, assigns, and successors in interest from and against all lawsuits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by **CITY**, including but not limited to, costs of experts and consultants), damages or liability of any nature whatsoever, for death or injury to any person, including **CONTRACTOR'S** employees and agents, or damage or destruction of any property of either party hereto or of third parties, arising in any manner by reason of an act, error, or omission by **CONTRACTOR,** Subcontractors, or their boards, officers, agents, employees, assigns, and successors in interest. The rights and remedies of **CITY** provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract. This provision will survive expiration or termination of this Contract.

PSC-19. Intellectual Property Indemnification

CONTRACTOR, at its own expense, shall defend, indemnify, and hold harmless the **CITY**, and any of its boards, officers, agents, employees, assigns, and successors in interest from and against all lawsuits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by **CITY**, including but not limited to, costs of experts and consultants), damages or liability of any nature arising out of the infringement, actual or alleged, direct or contributory, of any intellectual property rights, including, without limitation, patent, copyright, trademark, trade secret, right of publicity, and proprietary information: (1) on or in any design, medium, matter, article, process, method, application, equipment, device, instrumentation, software, hardware, or firmware used by **CONTRACTOR**, or its Subcontractors, in performing the work under this Contract; or (2) as a result of **CITY'S** actual or intended use of any Work Product (as defined in PSC-21) furnished by **CONTRACTOR**, or its Subcontractors, under this Contract. The rights and remedies of **CITY** provided in this section shall not be exclusive

and are in addition to any other rights and remedies provided by law or under this Contract. This provision will survive expiration or termination of this Contract.

PSC-20. Intellectual Property Warranty

CONTRACTOR represents and warrants that its performance of all obligations under this Contract does not infringe in any way, directly or contributorily, upon any third party's intellectual property rights, including, without limitation, patent, copyright, trademark, trade secret, right of publicity and proprietary information.

PSC-21. Ownership and License

Unless otherwise provided for herein, all finished and unfinished works, tangible or not, created under this Contract including, without limitation, documents, materials, data, reports, manuals, specifications, artwork, drawings, sketches, blueprints, studies, memoranda, computation sheets, computer programs and databases, schematics, photographs, video and audiovisual recordings, sound recordings, marks, logos, graphic designs, notes, websites, domain names, inventions, processes, formulas, matters and combinations thereof, and all forms of intellectual property originated and prepared by **CONTRACTOR** or its Subcontractors under this Contract (each a "Work Product"; collectively "Work Products") shall be and remain the exclusive property of **CITY** for its use in any manner **CITY** deems appropriate. **CONTRACTOR** hereby assigns to **CITY** all goodwill, copyright, trademark, patent, trade secret and all other intellectual property rights worldwide in any Work Products originated and prepared under this Contract. **CONTRACTOR** further agrees to execute any documents necessary for **CITY** to perfect, memorialize, or record **CITY'S** ownership of rights provided herein.

CONTRACTOR agrees that a monetary remedy for breach of this Contract may be inadequate, impracticable, or difficult to prove and that a breach may cause **CITY** irreparable harm. **CITY** may therefore enforce this requirement by seeking injunctive relief and specific performance, without any necessity of showing actual damage or irreparable harm. Seeking injunctive relief or specific performance does not preclude **CITY** from seeking or obtaining any other relief to which **CITY** may be entitled.

For all Work Products delivered to **CITY** that are not originated or prepared by **CONTRACTOR** or its Subcontractors under this Contract, **CONTRACTOR** shall secure a grant, at no cost to **CITY**, for a non-exclusive perpetual license to use such Work Products for any **CITY** purposes.

CONTRACTOR shall not provide or disclose any Work Product to any third party without prior written consent of **CITY**.

Any subcontract entered into by **CONTRACTOR** relating to this Contract shall include this provision to contractually bind its Subcontractors performing work under this Contract such that **CITY'S** ownership and license rights of all Work Products are preserved and protected as intended herein.

PSC-22. Data Protection

A. **CONTRACTOR** shall protect, using the most secure means and technology that is commercially available, **CITY**-provided data or consumer-provided data acquired in the course and scope of this Contract, including but not limited to customer lists and customer credit card or consumer data, (collectively, the "City Data"). **CONTRACTOR** shall notify **CITY** in writing as soon as reasonably feasible, and in any event within twenty-four hours, of **CONTRACTOR'S** discovery or reasonable belief of any unauthorized access of City Data (a "Data Breach"), or of any incident affecting, or potentially affecting City Data related to cyber security (a "Security Incident"), including, but not limited to, denial of service attack, and system outage, instability or degradation due to computer malware or virus. **CONTRACTOR** shall begin remediation immediately. **CONTRACTOR** shall provide daily updates, or more frequently if required by **CITY**, regarding findings and actions performed by **CONTRACTOR** until the Data Breach or Security Incident has been effectively resolved to **CITY'S** satisfaction. **CONTRACTOR** shall conduct an investigation of the Data Breach or Security Incident and shall share the report of the investigation with **CITY**. At **CITY'S** sole discretion, **CITY** and its authorized agents shall have the right to lead or participate in the investigation. **CONTRACTOR** shall cooperate fully with **CITY**, its agents and law enforcement.

B. If **CITY** is subject to liability for any Data Breach or Security Incident, then **CONTRACTOR** shall fully indemnify and hold harmless **CITY** and defend against any resulting actions.

PSC-23. Insurance

During the term of this Contract and without limiting **CONTRACTOR'S** obligation to indemnify, hold harmless and defend **CITY**, **CONTRACTOR** shall provide and maintain at its own expense a program of insurance having the coverages and limits not less than the required amounts and types as determined by the Office of the City Administrative Officer of Los Angeles, Risk Management (template Form General 146 in Exhibit 1 hereto). The insurance must: (1) conform to **CITY'S** requirements; (2) comply with the Insurance Contractual Requirements (Form General 133 in Exhibit 1 hereto); and (3) otherwise be in a form acceptable to the Office of the City Administrative Officer, Risk Management. **CONTRACTOR** shall comply with all Insurance Contractual Requirements shown on Exhibit 1 hereto. Exhibit 1 is hereby incorporated by reference and made a part of this Contract.

PSC-24. Best Terms

Throughout the term of this Contract, **CONTRACTOR**, shall offer **CITY** the best terms, prices, and discounts that are offered to any of **CONTRACTOR'S** customers for similar goods and services provided under this Contract.

PSC-25. Warranty and Responsibility of Contractor

CONTRACTOR warrants that the work performed hereunder shall be completed in a manner consistent with professional standards practiced among those firms within **CONTRACTOR'S** profession, doing the same or similar work under the same or similar circumstances.

PSC-26. Mandatory Provisions Pertaining to Non-Discrimination in Employment

Unless otherwise exempt, this Contract is subject to the applicable non-discrimination, equal benefits, equal employment practices, and affirmative action program provisions in LAAC Section 10.8 et seq., as amended from time to time.

A. **CONTRACTOR** shall comply with the applicable non-discrimination and affirmative action provisions of the laws of the United States of America, the State of California, and **CITY**. In performing this Contract, **CONTRACTOR** shall not discriminate in any of its hiring or employment practices against any employee or applicant for employment because of such person's race, color, religion, national origin, ancestry, sex, sexual orientation, gender, gender identity, age, disability, domestic partner status, marital status or medical condition.

B. The requirements of Section 10.8.2.1 of the LAAC, the Equal Benefits Ordinance, and the provisions of Section 10.8.2.1(f) are incorporated and made a part of this Contract by reference.

C. The provisions of Section 10.8.3 of the LAAC are incorporated and made a part of this Contract by reference and will be known as the "Equal Employment Practices" provisions of this Contract.

D. The provisions of Section 10.8.4 of the LAAC are incorporated and made a part of this Contract by reference and will be known as the "Affirmative Action Program" provisions of this Contract.

Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-27. Child Support AssignmentOrders

CONTRACTOR shall comply with the Child Support Assignment Orders Ordinance, Section 10.10 of the LAAC, as amended from time to time. Pursuant to Section 10.10(b) of the LAAC, **CONTRACTOR** shall fully comply with all applicable State and Federal employment reporting requirements. Failure of **CONTRACTOR** to comply with all applicable reporting requirements or to implement lawfully served Wage and Earnings Assignment or Notices of Assignment, or the failure of any principal owner(s) of **CONTRACTOR** to comply with any Wage and Earnings Assignment or Notices of Assignment applicable to them personally, shall constitute a default by the **CONTRACTOR** under this Contract. Failure of **CONTRACTOR** or principal owner to cure

the default within 90 days of the notice of default will subject this Contract to termination for breach. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-28. Living Wage Ordinance

CONTRACTOR shall comply with the Living Wage Ordinance, LAAC Section 10.37 *et seq.*, as amended from time to time. **CONTRACTOR** further agrees that it shall comply with federal law proscribing retaliation for union organizing. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-29. Service Contractor Worker Retention Ordinance

CONTRACTOR shall comply with the Service Contractor Worker Retention Ordinance, LAAC Section 10.36 *et seq.*, as amended from time to time. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-30. Access and Accommodations

CONTRACTOR represents and certifies that:

A. **CONTRACTOR** shall comply with the Americans with Disabilities Act, as amended, 42 U.S.C. Section 12101 et seq., the Rehabilitation Act of 1973, as amended, 29 U.S.C. Section 701 et seq., the Fair Housing Act, and its implementing regulations and any subsequent amendments, and California Government Code Section 11135;

B. **CONTRACTOR** shall not discriminate on the basis of disability or on the basis of a person's relationship to, or association with, a person who has a disability;

C. **CONTRACTOR** shall provide reasonable accommodation upon request to ensure equal access to **CITY**-funded programs, services and activities;

D. Construction will be performed in accordance with the Uniform Federal Accessibility Standards (UFAS), 24 C.F.R. Part 40; and

E. The buildings and facilities used to provide services under this Contract are in compliance with the federal and state standards for accessibility as set forth in the 2010 ADA Standards, California Title 24, Chapter 11, or other applicable federal and state law.

CONTRACTOR understands that **CITY** is relying upon these certifications and representations as a condition to funding this Contract. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-31. Contractor Responsibility Ordinance

CONTRACTOR shall comply with the Contractor Responsibility Ordinance, LAAC Section 10.40 *et seq*., as amended from time to time.

PSC-32. Business Inclusion Program

Unless otherwise exempted prior to bid submission, **CONTRACTOR** shall comply with all aspects of the Business Inclusion Program as described in the Request for Proposal/Qualification process, throughout the duration of this Contract. **CONTRACTOR** shall utilize the Regional Alliance Marketplace for Procurement ("RAMP") at https://www.rampla.org/s/, to perform and document outreach to Minority, Women, and Other Business Enterprises. **CONTRACTOR** shall perform subcontractor outreach activities through RAMP. **CONTRACTOR** shall not change any of its designated Subcontractors or pledged specific items of work to be performed by these Subcontractors, nor shall **CONTRACTOR** reduce their level of effort, without prior written approval of **CITY**.

PSC-33. Slavery Disclosure Ordinance

CONTRACTOR shall comply with the Slavery Disclosure Ordinance, LAAC Section 10.41 *et seq*., as amended from time to time. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-34. First Source Hiring Ordinance

CONTRACTOR shall comply with the First Source Hiring Ordinance, LAAC Section 10.44 *et seq*., as amended from time to time. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-35. Local Business Preference Ordinance

CONTRACTOR shall comply with the Local Business Preference Ordinance, LAAC Section 10.47 *et seq*., as amended from time to time. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-36. Iran Contracting Act

In accordance with California Public Contract Code Sections 2200-2208, all contractors entering into, or renewing contracts with **CITY** for goods and services estimated at $1,000,000 or more are required to complete, sign, and submit the "Iran Contracting Act of 2010 Compliance Affidavit."

PSC-37. Restrictions on Campaign Contributions and Fundraising in City Elections

Unless otherwise exempt, if this Contract is valued at $100,000 or more and requires approval by an elected **CITY** office, **CONTRACTOR**, **CONTRACTOR'S** principals, and **CONTRACTOR'S** Subcontractors expected to receive at least $100,000 for performance

under the Contract, and the principals of those Subcontractors (the "Restricted Persons") shall comply with Charter Section 470(c)(12) and LAMC Section 49.7.35. Failure to comply entitles **CITY** to terminate this Contract and to pursue all available legal remedies. Charter Section 470(c)(12) and LAMC Section 49.7.35 limit the ability of the Restricted Persons to make campaign contributions to and engage in fundraising for certain elected **CITY** officials or candidates for elected **CITY** office for twelve months after this Contract is signed. Additionally, a **CONTRACTOR** subject to Charter Section 470(c)(12) is required to comply with disclosure requirements by submitting a completed and signed Ethics Commission Form 55 and to amend the information in that form as specified by law. Any **CONTRACTOR** subject to Charter Section 470(c)(12) shall include the following notice in any contract with any Subcontractor expected to receive at least $100,000 for performance under this Contract:

> "Notice Regarding Restrictions on Campaign Contributions and Fundraising in City Elections
>
> You are a subcontractor on City of Los Angeles Contract # _____. Pursuant to the City of Los Angeles Charter Section 470(c)(12) and related ordinances, you and your principals are prohibited from making campaign contributions to and fundraising for certain elected City of Los Angeles ("**CITY**") officials and candidates for elected **CITY** office for twelve months after the **CITY** contract is signed. You are required to provide the names and contact information of your principals to the **CONTRACTOR** and to amend that information within ten business days if it changes during the twelve month time period. Failure to comply may result in termination of this Contract and any other available legal remedies. Information about the restrictions may be found online at ethics.lacity.org or by calling the Los Angeles City Ethics Commission at (213) 978-1960."

PSC-38. Contractors' Use of Criminal History for Consideration of Employment Applications

CONTRACTOR shall comply with the City Contractors' Use of Criminal History for Consideration of Employment Applications Ordinance, LAAC Section 10.48 *et seq*., as amended from time to time. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-39. Limitation of City's Obligation to Make Payment to Contractor

Notwithstanding any other provision of this Contract, including any exhibits or attachments incorporated therein, and in order for **CITY** to comply with its governing legal requirements, **CITY** shall have no obligation to make any payments to **CONTRACTOR** unless **CITY** shall have first made an appropriation of funds equal to or in excess of its obligation to make any payments as provided in this Contract. **CONTRACTOR** agrees that any services provided by **CONTRACTOR**, purchases made by **CONTRACTOR** or expenses incurred by **CONTRACTOR** in excess of the appropriation(s) shall be free and without charge to **CITY** and **CITY** shall have no obligation to pay for the services, purchases or expenses. **CONTRACTOR** shall have no obligation to provide any services,

provide any equipment or incur any expenses in excess of the appropriated amount(s) until **CITY** appropriates additional funds for this Contract.

PSC-40. Compliance with Identity Theft Laws and Payment Card Data Security Standards

CONTRACTOR shall comply with all identity theft laws including without limitation, laws related to: (1) payment devices; (2) credit and debit card fraud; and (3) the Fair and Accurate Credit Transactions Act ("FACTA"), including its requirement relating to the content of transaction receipts provided to Customers. **CONTRACTOR** also shall comply with all requirements related to maintaining compliance with Payment Card Industry Data Security Standards ("PCI DSS"). During the performance of any service to install, program or update payment devices equipped to conduct credit or debit card transactions, including PCI DSS services, **CONTRACTOR** shall verify proper truncation of receipts in compliance with FACTA.

PSC-41. Compliance with California Public Resources Code Section 5164

California Public Resources Code Section 5164 prohibits a public agency from hiring a person for employment or as a volunteer to perform services at any park, playground, or community center used for recreational purposes in a position that has supervisory or disciplinary authority over any minor, if the person has been convicted of certain crimes as referenced in the Penal Code, and articulated in California Public Resources Code Section 5164(a)(2).

If applicable, **CONTRACTOR** shall comply with California Public Resources Code Section 5164, and shall additionally adhere to all rules and regulations that have been adopted or that may be adopted by **CITY**. **CONTRACTOR** is required to have all employees, volunteers and Subcontractors (including all employees and volunteers of any Subcontractor) of **CONTRACTOR** working on premises to pass a fingerprint and background check through the California Department of Justice at **CONTRACTOR'S** sole expense, indicating that such individuals have never been convicted of certain crimes as referenced in the Penal Code and articulated in California Public Resources Code Section 5164(a)(2), if the individual will have supervisory or disciplinary authority over any minor.

PSC-42. Possessory Interests Tax

Rights granted to **CONTRACTOR** by **CITY** may create a possessory interest. **CONTRACTOR** agrees that any possessory interest created may be subject to California Revenue and Taxation Code Section 107.6 and a property tax may be levied on that possessory interest. If applicable, **CONTRACTOR** shall pay the property tax. **CONTRACTOR** acknowledges that the notice required under California Revenue and Taxation Code Section 107.6 has been provided.

PSC-43. Confidentiality

All documents, information and materials provided to **CONTRACTOR** by **CITY** or All documents, information, City Data (as that term is defined in PSC-22), and materials provided to **CONTRACTOR** by **CITY** or developed by **CONTRACTOR** pursuant to this Contract (collectively "Confidential Information") are confidential. **CONTRACTOR** shall not provide, and shall prohibit its employees and subcontractors from providing or disclosing, any Confidential Information or their contents or any information therein either orally or in writing, to any person or entity, except as authorized by **CITY** or as required by law. **CONTRACTOR** shall immediately notify **CITY** of any attempt by a third party to obtain access to any Confidential Information. This provision shall survive expiration or termination of this Contract.

PSC-44. Contractor Data Reporting

If Contractor is a for-profit, privately owned business, Contractor shall, within 30 days of the effective date of the Contract and on an annual basis thereafter (i.e., within 30 days of the annual anniversary of the effective date of the Contract), report the following information to City via the Regional Alliance Marketplace for Procurement ("RAMP") or via another method specified by City: Contractor's and any Subcontractor's annual revenue, number of employees, location, industry, race/ethnicity and gender of majority owner ("Contractor/Subcontractor Information"). Contractor shall further request, on an annual basis, that any Subcontractor input or update its business profile, including the Contractor/Subcontractor Information, on RAMP or via another method prescribed by City.

EXHIBIT 1

INSURANCE CONTRACTUAL REQUIREMENTS

CONTACT For additional information about compliance with City Insurance and Bond requirements, contact the Office of the City Administrative Officer, Risk Management at (213) 978-RISK (7475) or go online at www.lacity.org/cao/risk. The City approved Bond Assistance Program is available for those contractors who are unable to obtain the City-required performance bonds. A City approved insurance program may be available as a low cost alternative for contractors who are unable to obtain City-required insurance.

CONTRACTUAL REQUIREMENTS

CONTRACTOR AGREES THAT:

1. **Additional Insured/Loss Payee.** The CITY must be included as an Additional Insured in applicable liability policies to cover the CITY'S liability arising out of the acts or omissions of the named insured. The CITY is to be named as an Additional Named Insured and a Loss Payee As Its Interests May Appear in property insurance in which the CITY has an interest, e.g., as a lien holder.

2. **Notice of Cancellation.** All required insurance will be maintained in full force for the duration of its business with the CITY. By ordinance, all required insurance must provide at least thirty (30) days' prior written notice (ten (10) days for non-payment of premium) directly to the CITY if your insurance company elects to cancel or materially reduce coverage or limits prior to the policy expiration date, for any reason except impairment of an aggregate limit due to prior claims.

3. **Primary Coverage.** CONTRACTOR will provide coverage that is primary with respect to any insurance or self-insurance of the CITY. The CITY'S program shall be excess of this insurance and non-contributing.

4. **Modification of Coverage.** The CITY reserves the right at any time during the term of this Contract to change the amounts and types of insurance required hereunder by giving CONTRACTOR ninety (90) days' advance written notice of such change. If such change should result in substantial additional cost to CONTRACTOR, the CITY agrees to negotiate additional compensation proportional to the increased benefit to the CITY.

5. **Failure to Procure Insurance.** All required insurance must be submitted and approved by the Office of the City Administrative Officer, Risk Management prior to the inception of any operations by CONTRACTOR.

CONTRACTOR'S failure to procure or maintain required insurance or a self-insurance program during the entire term of this Contract shall constitute a material breach of this Contract under which the CITY may immediately suspend or terminate this Contract or, at its discretion, procure or renew such insurance to protect the CITY'S interests and pay any and all premiums in connection therewith and recover all monies so paid from CONTRACTOR.

6. **Workers' Compensation.** By signing this Contract, CONTRACTOR hereby certifies that it is aware of the provisions of Section 3700 *et seq*., of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake

self-insurance in accordance with the provisions of that Code, and that it will comply with such provisions at all time during the performance of the work pursuant to this Contract.

7. California Licensee. All insurance must be provided by an insurer admitted to do business in California or written through a California-licensed surplus lines broker or through an insurer otherwise acceptable to the CITY. Non-admitted coverage must contain a **Service of Suit** clause in which the underwriters agree to submit as necessary to the jurisdiction of a California court in the event of a coverage dispute. Service of process for this purpose must be allowed upon an agent in California designated by the insurer or upon the California Insurance Commissioner.

8. Aggregate Limits/Impairment. If any of the required insurance coverages contain annual aggregate limits, CONTRACTOR must give the CITY written notice of any pending claim or lawsuit which will materially diminish the aggregate within thirty (30) days of knowledge of same. You must take appropriate steps to restore the impaired aggregates or provide replacement insurance protection within thirty (30) days of knowledge of same. The CITY has the option to specify the minimum acceptable aggregate limit for each line of coverage required. No substantial reductions in scope of coverage which may affect the CITY'S protection are allowed without the CITY'S prior written consent.

9. Commencement of Work. For purposes of insurance coverage only, this Contract will be deemed to have been executed immediately upon any party hereto taking any steps that can be considered to be in furtherance of or towards performance of this Contract. The requirements in this Section supersede all other sections and provisions of this Contract, including, but not limited to, PSC-3, to the extent that any other section or provision conflicts with or impairs the provisions of this Section.

Form Gen. 146 (Rev. 6/12)

Required Insurance and Minimum Limits

Name: Universal Protection Services, LP DBA Allied Universal Security Services Date: 2/18/2021

Agreement/Reference: Security Guard Services for the City of Los Angeles

Evidence of coverages checked below, with the specified minimum limits, must be submitted and approved prior to occupancy/start of operations. Amounts shown are Combined Single Limits ("CSLs"). For Automobile Liability, split limits may be substituted for a CSL if the total per occurrence equals or exceeds the CSL amount.

Limits

✓ **Workers' Compensation (WC) and Employer's Liability (EL)**

WC *Statutory*

EL 1,000,000

● Waiver of Subrogation in favor of City

☐ Longshore & Harbor Workers

☐ Jones Act

✓ **General Liability** 5,000,000

● Products/Completed Operations

☐ Sexual Misconduct

☐ Fire Legal Liability

☐

✓ **Automobile Liability** (for any and all vehicles used for this contract, other than commuting to/from work) 2,000,000

___ **Professional Liability** (Errors and Omissions)

Discovery Period

___ **Property Insurance** (to cover replacement cost of building - as determined by insurance company)

☐ All Risk Coverage

☐ Flood

☐ Earthquake

☐ Boiler and Machinery

☐ Builder's Risk

☐

___ **Surety Bonds** - Performance and Payment (Labor and Materials) Bonds

___ **Crime Insurance**

Other: Provided to: Louis Laudermilk, Serial No. N1117, (213) 486-0112

ATTACHMENT B

STATEMENT OF WORK

STATEMENT OF WORK

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The following tasks and work activities are general minimum work and services that the security personnel will perform, and are applicable to all City facility/site locations and security posts:

1.0 Contractors' Responsibilities

The Contractor shall be responsible to perform the work and services described within this statement of work. The Contractor, at its own expense, shall provide and furnish all labor, training, equipment, vehicles, bicycles, protective equipment, guard tour management/monitoring systems and supplies for the assigned Security Guards for their performance of security services as specified. This responsibility includes the tools, equipment, supplies, and methods used to perform the security work, and protections of property of every description used in connection therewith. Facility Post orders shall be drafted by the Contractor in collaboration with facility management.

The Contractor shall supply the City with security personnel who have been properly screened, trained, qualified, and/or certified, and who meet the minimum requirements and qualifications described within the Agreement. The City reserves the right to perform background checks, to interview all guards prior to their being assigned to the contract, and to accept or reject them.

The Contractor shall provide patrol services, on foot, bicycle, or in a vehicle, and attendance at all court ordered proceedings, as required. The Contractor shall also ensure all required permits and/or licenses are maintained up to date at all times. All charges, taxes, fees and costs shall be included in the fees for the work under this Contract.

The Contractor, at their expense, shall provide and furnish all labor, equipment, vehicles, bicycles, protective equipment, guard tour management/monitoring systems and supplies for the assigned security guards for their performance of security services as specified.

The Contractor shall ensure that each employee be issued a copy of the Statement of Work and sign a waiver acknowledging the receipt of the Statement of Work prior to working under this contract. The waiver shall be placed in their personnel file.

1.1 Supervision

Security guards shall be sufficiently supervised by the Contractor's supervisory staff. The Contractor shall employ at least one supervisor on each work shift for all locations. The Contractor's supervisors are expected to travel to assigned facilities on a regular basis to work with their subordinates. Supervision checks are required to be conducted at least once a day per site and should be variable throughout the week.

The Contractor will be warned in the event of a missed site visit. After an issued warning, liquidated damages of $100 will be assessed for subsequent occurrences. The City may remove the site from the Contractor's assigned locations or may remove the supervisor from the location upon the continued occurrences.

Supervisory checks shall be documented on a daily activity report including a brief description of actions taken by the supervisor and the information disseminated.

Contractors shall submit a field supervisor site visit log that lists all locations that the supervisor visited during a shift. The log shall be submitted to the Contract Administrator on a monthly basis at the time of submission of all invoices to be paid. The format shall be mutually agreed upon.

The Security Services Division (SECSD) supervisors shall maintain overall supervisor responsibility for the duty and assignment of contract personnel (supervisors and guards) assigned to work under this contract. In-lieu of a supervisor, any SECSD Officer shall maintain the lead responsibility of a location and/or assignment and, during an incident, shall be guided by a supervisor and maintain lead responsibility until a field supervisor responds to location.

1.2 Duties and Performance

Contract security supervisors and guards shall possess basic writing skills and basic computer skills. They shall have the ability to work independently and the ability to communicate with the public and City employees.

Contract security supervisors and guards shall have satisfactorily completed the State of California training requirements for security guards as listed by the Department of Consumer Affairs – Bureau of Security and Investigative Services.

Contract security supervisors and guards must have a working knowledge of California Penal Code sections which are pertinent or applicable to guard services.

Contract security supervisors and guards shall maintain a working knowledge of their assignments and follow procedures for each assigned location as specified in the Post Orders. This may include such duties as locking and unlocking the facility, providing area control and building security, completing daily activity reports, operating a lost and found log, storing articles, monitoring camera systems, responding to alarms, raising and lowering flags, securing safes, providing information to the public, and reporting malfunctioning equipment, hazardous and/or other safety conditions. Where required, security personnel shall ensure to verify city identification and permit only authorized personnel access to closed or restricted facilities. Contract security supervisors and guards may be required to testify in court ordered proceedings.

Contract security supervisors and guards shall be in uniform and remain alert, engaged, observant, and responsive at all times.

Contract security supervisors and guards shall not leave their assigned post until properly relieved. Should the relief guard be delayed or absent to an assigned post, the Contractor shall ensure there is a security guard always present at their assigned location.

Security guards shall be punctual and report to their assigned post on time. Guards reporting to cold start[1] sites shall report on time but no later than 7 minutes after the assigned start time. The Contractor will be warned for the first instance for a late report to a cold start site. After warning, the contractor will be assessed liquidated damages in the amount of $100 for subsequent occurrences of late reports to an assigned cold start site. The City may remove the site from the Contractor's assigned locations or may remove the guard from the site for continued occurrences.

Security guards shall check in to their Guard Tour Management System (GTMS) (aka Guard Tour Monitoring System) tour location at the specified interval per the Post orders. The Contractor will be warned when a security guard fails to report to a GTMS tour location at the required interval. The Contractor will be assessed liquidated damages in the amount of $100 for subsequent occurrences of failed GTMS tours at the required interval per the Post orders for each location. Subsequent and continued failures to report to a GTMS tour location at the required interval, may result in removal of the site from the Contractor's assigned locations or removal of the security guard from the location.

The Contractor's Field Supervisor shall:

a. Respond to on site emergencies or requests for assistance
b. Observe guards' work performance and correct any deviations from acceptable practice or procedures
c. Update post orders and explain new procedures to guards
d. Enforce contract regulations
e. Prepare and supervise work schedules
f. Maintain liaison with Contract Security Liaison and/or City staff
g. Schedule and monitor training
h. Conduct investigations and prepare incident and/or other pertinent reports as required
i. Conduct supervisory checks at all City site/facilities locations, Post Orders, buildings, grounds, and related properties, as necessary to provide quality control and assurances of security services provided
j. Provide onsite training as well as technical and administrative advice to security guards
k. Field Supervisors are prohibited from conducting self-post checks

1.3 Prohibited Activity

Security guards shall remain diligent in their duty and shall maintain proper attention to duty while working under this contract. While on duty, the following activities are prohibited at all assignments:

- Reading newspapers, or other unofficial, non-job-related material;
- Sleeping, napping, or being physically fatigued to the point that adherence

[1] A cold start refers to a Post that is not staffed 24-hours where the responding security guard is the first to be assigned.

to the post duties are diminished;

- Having, watching, listening, or using any type of media device, electronic or otherwise, that is not issued by the Department, and is non-job related including, but not limited to, televisions, computer laptops, DVD players, CD players, IPODs, MP3 players, PDAs, Gameboys, etc.;
- Radios are generally prohibited, however, if circumstances require the need to obtain news updates regarding important current events, a radio kept at low volume and discreetly out of view is acceptable;
- Eating or snacking on food. Water and other non-alcoholic beverages are acceptable, but its consumption should not interfere with post duties;
- Consuming alcoholic beverages or any controlled substance;
- Consuming prescription or over-the-counter medication if it diminishes adherence to post duties;
- Unnecessary and prolonged visits by other officers (whether on-duty or off-duty), guests, or other City employees;
- Littering, creating, or leaving a disorderly work environment;
- Unnecessary and undue conversation;
- City telephones are for official use only. Personal telephone calls should be made during break periods. Mobile telephones should not be used while on post unless exigent circumstances exist;
- City computers are for official use only. Internet activity should be job-related; and
- Any other activity that would interfere or hinder an officer to perform his or her post duties.

1.4 Injury, Illness and Disability

Guards who become unable to fulfill the functions of the position, including but not limited to injury, illness, pregnancy, disabilities etc., shall report it to their employer immediately. The Contractor shall find reasonable accommodation for any light-duty/restricted duty personnel at the Contractor's expense. In such event, the guard shall not be assigned to any City facility.

1.5 Guard Replacements

The Contract Administrator may direct the Contractor to replace any employee, when found necessary or in the best interest of the City. In such event the Contractor shall remove the employee from service under the Contract until properly authorized by the Contract Administrator. No written or verbal explanation for removal shall be required or supplied by the City.

1.6 Absences

When the Contractor becomes aware that a security guard will be absent from an assigned site and there might be a delay in replacement coverage, the contractor shall

notify the City at the earliest possible time but not later than the scheduled start of shift and contractor must provide replacement coverage. Security guards shall not leave their assigned post until they are relieved. After warning, liquidated damages of $100 will be assessed for subsequent occurrences of a security guard leaving their assigned Post without being properly relieved by Contractor's personnel. The City may remove the site from the Contractor's approved sites or remove the guard upon continued occurrences.

2.0 Reports

Reports are common documents that are completed by contract guards during the course of their duty. The more common reports required to be submitted by the Contractor including the following, but are not limited to:

Incident Reports. An Incident report is a fundamental tool utilized by security guards to document notable events to include, but not limited to, reporting observations, injuries, property damage, and any other noteworthy events. The Contractor must submit a copy of the report to the Security Services Division (SECSD) Contract Security Liaison Unit by the next business day after the reportable incident.

If an incident is of a serious or newsworthy nature at a City facility, such as the following, the contractor shall give immediate notification to the Security Services Division on-duty Watch Commander and the Contract Security Liaison Unit. An incident report shall be completed and forwarded to the Contract Security Liaison Unit immediately, but no later than 24-hours after the incident.

- Any workplace violence incidents or concerns
- VIP arrest, death, or victim of a crime
- Major Vehicle Pursuits/Traffic Accidents
- Major Crimes/Hate Crimes/Hate Incidents/Gang Involvement
- Any Shooting
- Kidnapping
- Conflict with Religious Group(s)
- Sexual Assault
- Burglary
- Hostage Situation
- Controversial/Politically Sensitive Incidents
- Missing/Found Child
- Adult Critical Missing
- Incidents causing media attention
- Explosive Device
- Unusual Occurrences (major fire, civil disturbance, aircraft incidents, chemical spills, natural disaster, significant hazmat, etc.)
- Damage to City equipment and/or facilities
- Any significant tip or lead indicating a possible terrorist threat to any City facilities or impacting the City of Los Angeles

Use of Force Report. Whenever a private contract security guard assigned to a City facility has been involved in a Use of Force (UOF) during the course of his/her duties shall make immediate notification to the Security Services Division Watch Commander.

A Contract Security Supervisor shall respond to the location to conduct an independent investigation. The involved Contract Security Guards shall remain on duty until LAPD and the Contract Security Supervisor complete their investigation.

All incident reports (completed by the contract guards and supervisor) shall be submitted to the Contract Security Liaison Unit immediately and no later than 24 hours after the incident.

During the involvement of a use of force, if the contract guard is the victim of a crime, the contract guard shall request for a Private Person's Arrest (PPA). The PPA allows LAPD to follow up and file charges against those who victimize our contractors. The contract guard(s) shall complete the applicable incident reports prior to going end of watch and shall be compensated by the contracting department.

All use of force investigation involving contract guards shall be investigated by SECSD, or another LAPD division. Any contract guards involved in the use of force incident shall remain on-duty until interviewed and recorded by the assigned sworn supervisor.

The SECSD Commanding Officer (CO) shall determine the work status for each contract guard(s) involved in the use of force incident. Depending on circumstances of the incident, the CO will determine to allow the contract guard to either remain on-duty or removed from assignment pending the outcome of the UOF investigation.

Contract Security Supervisor shall coordinate with the Contract Security Liaison staff within 3 business days to further discuss and review the act of force. Contractor will be warned when failing to meet this standard and will be assessed liquidated damages of $100 for all subsequent occurrences.

3.0 Personnel

The Contractor shall supply the City with security service personnel who are properly trained, qualified, and/or certified, and who meet the minimum requirements and qualifications called for in the Agreement. The City reserves the right to background check and/or interview all guards prior to being assigned to the Contract, and to accept or reject them.

The Contractor's security personnel shall be expected to maintain professional, courteous, and appropriate conduct, and shall adhere to all policies, rules, and orders regarding such conduct. Security guards shall maintain both a personal and uniform appearance that is neat, clean, and professional, and one that adheres to established standards.

The contractor's workforce shall be English proficient and have the ability to communicate (read, write, speak and understand) in English and as set forth in regulations, written orders, instructions, and training instructions. They should be in general good health and physically capable of performing the essential functions of the position.

3.1 Security Guard Types and Qualifications

Unarmed Security Guard: The minimum requirements for this position are one year of customer service work experience and possession of a valid guard card.

Armed Security Guard: The minimum requirements for this position include one year of experience as an armed security guard.

Armed Security Shift / Field Supervisor: The minimum requirements for this position include two-year experience as an armed security guard.

Professional Security Guard: The minimum requirements for this position include one- year experience as an armed security guard or one-year experience as a Peace Officer with a governmental organization. Additionally, candidates are subject to a final review by the Contract Administrator prior to deployment. Additionally, Professional Security Guards are required to possess and carry a California Basic POST certificate.

Post Commander: Onsite Supervisor, where direct supervision is required. The minimum requirements for this position include one year of experience as an armed security guard.

3.2 Licenses and Permits

The City requires that the security personnel shall possess all valid and current licenses, permits, certificates, and training as required in the performance of their duties, and have successfully passed a criminal background check. The required documents must include the following, which should be carried in their possession while on duty at any City site and a copy shall be maintained in the contractor's personnel files.

a) California Operators Driver's License or California I.D.
b) Valid Guard Card.
c) Valid Firearms Permit (for Armed and Professional Security Guards).
d) Valid Baton Permit (Side Handle/Expandable).
e) Valid Tear Gas Permit (Oleoresin Capsicum (OC)/Pepper Spray.
f) First Aid and CPR cards.
g) Company identification card.
h) Commission Investigation Division (CID)/Tax Permit

Personnel without valid permits will be immediately removed from their assigned post and will not be returned to a post assignment at any City facility until the card(s) is/are renewed, unless the renewal has been initiated and is pending issuance, for which a reasonable amount of time will be allowed.

Commission Investigation Division (CID) Registration. L.A.M.C. 52.34 – Each Contractor must be registered with the Board of Police Commissioners to receive a Commission Investigation Division (CID) Identification Card. Each individual security guard shall register with the Board of Police Commissioners and carry a current CID Identification Card for each company for which they work. CID will background check all officers and issue CID Cards.

Officers must maintain and carry a current CID Card, while employed as a contractor for the City of Los Angeles. Permits must be renewed annually. For further information, contact CID at (213) 996-1258.

3.3 Contractor Checklist

Contractor is required to complete a checklist verifying the compliance with all background, licenses and permit requirements prior to a guard's initial deployment into the City contract. The checklist shall be placed in their personal file and the contractor shall provide a copy upon request. In an emergency only, the checklist must be completed prior to the end of the next business day following the initial deployment.

This checklist shall include the completion of an orientation, receipt of the Statement of Work and attendance of mandated training described within this contract. This checklist shall be updated annually to ensure proper compliance with the contract.

3.4 Physical Examination

Security Guards assigned to work under the terms of this Agreement shall be in good physical condition and capable of fulfilling all work under this agreement.

3.5 Criminal Background Check

The Contractor shall complete a criminal background check of all security personnel prior to assignment under the Contract, and prior to assigning personnel to City facilities, sites, and/or posts. Thereafter, the Contractor shall conduct checks annually or any time deemed necessary by the Contract Administrator. The criminal background check shall be for felony, misdemeanor, and traffic violations within the United States and in any other countries that the individual has resided within the last 10-years. Any security guard found failing to divulge a felony or misdemeanor conviction must not be assigned to the City's security services contract. All costs related to the background checks shall be at the Contractor's expense.

Security Guards, Post Commanders, and Field Supervisors who have been involved in any of the following will not be accepted nor assigned to City security service:

- Weapons Violations
- Felony Conviction
- Violent Misdemeanor Conviction
- Sex Crime Conviction
- Military discharge other than honorable
- Pattern of irresponsible behavior including, but not limited to: driving record (reckless driving, DUI, license suspended or revoked), employment record (excessive absenteeism, equipment abuse, disciplinary problems, insubordination)
- Verification for above violations, military conduct, and crime will be done through California Department of Justice, DMV, and/or FBI.

3.6 Terminated Security Guards

Contractor shall not assign any Security Guard, Field Supervisor, Post Commander or personnel at City locations who have been previously terminated by the City on Contract without the written consent by the Contract Administrator.

3.7 Personnel Levels

The Contractor shall have the capability to provide the number of security guards required to perform regularly scheduled work and to meet the emergency requirements that result from civil disturbances, riots, war, terrorism, natural disasters, labor actions/strikes, and new legislation or executive orders.

The Contractor shall maintain ongoing recruitment for a sufficient number of cleared, trained, and equipped personnel to perform the required work, including backup coverage for security guards who are absent for any reason.

The Contractor shall provide relief personnel as necessary and/or work overtime at no additional cost to the City to ensure that each assignment and Post Order are performed as required.

The Contract Administrator shall have the right, in its absolute discretion, to require the removal of Contractor's personnel, at any level, assigned to the performance of the contract, if such removal is considered necessary and in the best interests of the City. Such personnel shall be promptly removed from the project by the Contractor at no cost or expense to the Contractor Administrator. Further, an employee who is removed for any reason shall not be reassigned to another City facility unless reviewed and approved by the Contract Administrator. The Contractor shall be required to provide a list of removed personnel at the request of the Contract Administrator.

3.8 Subcontractors

Unless otherwise provided or approved by the City, the Contractor shall use its own employees to perform the services described in this Contract. The Contractor shall not use subcontractors to assist in performance of the Contract without the prior written approval of the City. If the City permits the use of subcontractors, Contractors shall remain responsible for subcontractors in meeting all the requirements and performing all aspects of this Contract. The City has the right to approve Contractor's subcontractors and determine an appropriate percentage a Contractor can utilize subcontractors based on the overall services. The City reserves the right to remove or request replacement of subcontractors. The City does not have any obligation to pay Contractor's subcontractors, and nothing herein creates any privity between the City and the subcontractors.

3.9 Personnel Packages

The Contractor shall maintain personnel files and the Contract Administrator shall have the right, at any time, to review and inspection said files, to verify the contractor's compliance with requirements.

The background investigation and personnel files of candidates for the Professional Security Officer shall be reviewed and approved by the Contract Administrator prior to deployment.

4.0 Training

The Contractor shall conduct an orientation that will include, but not be limited to the following topics: Contractor's expectations, goals and guidelines, guard standards of conduct/code of ethics, the Contractor's chain of command and contacts, policies and procedures, legal authority and limitations, sexual harassment, discrimination, workplace violence, employee assistance program, etc. Regular, on-the job training shall, at a minimum, consist of site/facility/location familiarization and understanding the City of Los Angeles and Post Orders.

4.1 Mandated Specialized Training

The Contractor shall establish company policies and develop a curriculum of specialized trainings that will include, but not limited to, use of force, de-escalation, anti- discrimination, and cultural diversity. The Contractor shall ensure their security guards receive these specialized trainings prior to working under this contract. Policies regarding the specialized trainings shall be included in the contractor's Post Orders. The security guards are required to uphold and comply with the policies.

The Contract Administrator may determine future training requirements of the contractor, as applicable.

4.2 Training Record

The Contractor shall maintain a training record for each Security Guard and Field Supervisor assigned to a City facility. The training record shall show, as a minimum, the employee's name, date of employment, and the different types of training provided. Such records shall be maintained in the personnel files.

5.0 Grooming

The Contractor shall establish and enforce rules of cleanliness and neatness for all security personnel. All uniforms and equipment shall be maintained in a clean, serviceable condition and shall be ready at all times for immediate use. Leather equipment shall be kept dyed, shined and shall be replaced when it is cracked or worn out.

5.1 Personal Appearance

Security guards shall maintain a neat, clean, well groomed, and professional appearance at all times.

a) Hair shall be properly trimmed and shall not extend below the top of the shirt collar nor cover any portion of the ear; nor should hair extend below the bottom edge of the collar or interfere with vision in any way.

b) Sideburns shall not extend beyond a point even with the bottom of the ear lobe and shall extend in a clean-shaven, horizontal line. Sideburns shall be trimmed and neat in appearance.

c) A short and neatly trimmed mustache of natural color may be worn. Mustaches shall not extend below the border of the upper lip or the corners of the mouth and may not extend to the side more than one-half inch beyond the corners of the mouth.

d) Neatly-trimmed beards are allowed and must have a natural color with no exotic patterns or designs. All facial hair shall be evenly trimmed with a minimum length of 1/8 inch (3.5mm) in length and shall not exceed 1/2 inch (approximately 13mm) in length. Beards are not authorized until the minimum length is achieved, thus personnel must grow their beards to the minimum length during their time off or away from City service. The neck must remain clean-shaven, and the perimeter lines of the beard shall be neatly trimmed and defined. All personnel shall maintain a professional appearance, regardless of the actual length of their facial hair or the time spent attempting to grow facial hair. Other forms of facial hair such as anchor patches, soul patches, goatee beards or other patch-style hair are not permitted. Additionally, shaving, waxing, plucking or otherwise, removing hair from the beard for the purpose of aesthetic or artistic grooming (shaping, pencil thin, trimming, designer beard, “chin strap" beard, etc.) or other cosmetic effects are prohibited. In defining a beard border, the beard shall not extend down the crease of the neck nor up onto the cheeks under the eye. Personnel who are unable to grow their facial hair into a full, neat, and professional-looking beard will not be authorized. Once an employee has grown their permissible facial hair to a fully filled-in professional length it is to be consistently maintained. This policy is not intended to allow personnel to avoid shaving during their regular duty days. Permission to wear beards can be withdrawn by the Contract Administrator or Chief of Police at any time and at his or her sole discretion.

e) Fingernails shall not extend more than one-quarter inch from the tip of the finger or interfere in any way with performance. Uniformed female employees may only wear clear or neutral (beige or cream) nail polish (white nail tips are allowed) without decals or ornamentation and shall not detract from uniform appearance. Male employees may only wear clear

fingernail polish.

f) No visible tattoos.

g) No earrings or facial rings of any size.

5.2 Exception to Uniform and Grooming Standards; Religious or Medical Accommodation.

Employees may request an exemption from these uniform and grooming standards when a need exists due to a sincerely-held religious belief and/or practice, or for a bona fide medical condition, and such exemption does not prevent the employee from fulfilling all of their regularly assigned job duties. Examples of such exemptions may include head coverings, clothing items, objects, symbols, hair and grooming standards (such as beards), and other items of dress. Items of dress shall be a color that closely resembles that of the employee's assigned uniform.

6.0 Uniforms, Equipment, and Supplies

The Contractor shall provide each security guard with all equipment necessary to perform their duties including but not limited to: flashlights; two-way radios; protective equipment; cell phones; uniforms; a contractor-issued identification card with company logo, guard name and photo; bicycles; vehicles for patrol; and other related supplies and equipment. All equipment shall be furnished, maintained, and paid for by the Contractor with said cost included in the labor rate for each of the various services performed by the Contractor.

6.1 Uniforms

The Contractor shall ensure that all on-duty guards wear complete uniforms and equipment approved by the Contract Administrator and that they shall carry in their possession a contractor-issued company identification card. The Contractor's Security Guards will be issued uniforms by the contractor, which must be well-fitted, clean, neat, uniform for all personnel assigned, and worn at all times during the performance of their work.

Uniforms closely resembling those worn by City security or police personnel are not authorized and will not be approved. Black or dark blue colored uniforms are not authorized.

Note: Professional Security Guards may wear plain clothes/business suit depending on assignment.

The uniform shall consist of the following:

- Uniform Shirt and Trousers
- Badge

- Nameplate
- Company identification card
- White Crew Neck T-Shirt (worn under the uniform shirt)
- Jacket (matching color of trousers, optional wear)
- Tie (worn with long sleeve shirt, double Windsor "redi-tied" knot)
- Tie Bar (worn level with the bottom points of the shirt pocket flaps)
- Contractor insignia shall be on badge and arm patch, where applicable. "City of Los Angeles" shall be incorporated into arm patch on all uniforms and jackets worn while working on City sites. Badge and arm patch shall be approved by Contract Administrator. Contractor shall require the return of any such insignia or patches upon completion of any Security Guard's assignment with the City. Security Guards may not wear any items that might tend to identify them as police officers or employees of the Los Angeles Police Department.
- Trouser Belt (worn under the Sam Browne)
- Socks
- Cap (optional)
- Rain gear (as needed)
- Shoes (solid black, leather, military type)

6.2 Utility Belt/Equipment

The following equipment is authorized to be worn with their Sam Browne Belt for use by Contract Security Guards (Armed/Unarmed where appropriate) while on duty and at City facilities.

- Four (4) Belt Keepers
- Side Handle Baton and/or Expandable Baton with Ring Holder (24-inch)
- Pepper Spray in Holster
- Handcuffs with Case Holder and key (minimum one pair)
- Key Holder
- Radio
- Firearm (if applicable)
- Magazine pouch (if applicable)

6.3 Firearms and Ammunition

If requested and permitted to carry a firearm while performing security duties, Armed Security Guards are authorized to carry firearms which they have been certified by Bureau of Security and Investigative Services (BSIS and on their current and valid Firearms card. Armed Security Guards are limited in possessing the following: .38 caliber revolver (6-round revolver), a 9 millimeter, or a .40 caliber semi-automatic handgun. Firearms must be carried in an appropriate side holster at all times except when legally necessary or an emergency circumstance exists.

The following are the only approved ammunition to be carried by the Armed Security Guards:

- Speer Gold Dot, .38 Special +P, 135 grain, GDHP, Product No. 53921
- Speer Gold Dot G2, 9 mm Luger, 147 grain, Product No. 54226
- Speer Gold Dot G2, .40 Smith & Wesson, 180 grain, Product No. 53999

Armed Security Guards shall carry two (2) fully loaded speed loaders or two (2) full loaded magazines specifically made for their firearms make and model with case holders are required as part of their equipment to hold extra rounds, not including the rounds already in the firearm.

In extenuating circumstances, the Contractor may submit a request to the Contract Administrator for the allowance to use another brand of ammunition. At the approval of the Contractor Administrator, Contractors may purchase and issue the authorized ammunition to their armed guards. Contractors shall ensure to issue the same brand ammunition to their armed security guards. Armed security guards cannot mix and match ammunition and shall deploy the same brand of ammunition with their firearms.

6.4 Safety

The Contractor shall observe the following safeguards regarding the use of firearms and batons at any and all work sites. This includes, but is not limited to, the distribution of the following safeguards to all Security Guards currently on Post:

a) At NO time will security weapons (i.e., firearms and batons including belt and ammunition), be stored at City sites where security services are being provided.

b) At NO time are the Sam/Sally Browne utility belts, firearms, batons or ammunition to be removed by the Security Guard or left unattended at any City site unless under extreme emergency or in a life-threatening situation.

c) Firearms and batons are NOT to be utilized as a measure of threat nor intimidation but are to be used in a life threatening or restraint situation only.

d) Firearms are NOT to be removed from the Security Guards holster except in a life threatening or restraint situation or when being inspected by the Contract Administrator, Contract Security Liaison, LAPD sworn supervisor, or an emergency exists.

e) Any discharge of a firearm must be reported immediately to the Security Services Division (SECSD) on-duty Watch Commander and Contract Security Liaison for investigation.

f) Loss, theft or misuse of any equipment must be reported immediately to the SECSD on-duty Watch Commander and Contract Security Liaison.

g) Security Guards shall not clean any weapon in or around City facility locations.

h) Unauthorized weapons, holsters, ammunition nor any other uniforms or equipment are expressly prohibited.

All armed contract personnel shall adhere and abide by California Penal Code referencing the proper transportation of their firearms.

6.5 Radios/Cellular Telephones

The Contractor shall furnish each Security Guard with 2-way radios and/or cellular telephones capable of transmitting and receiving clear messages over the required distance within the assigned facility/site or Post and to a Communications Center where emergency services can be immediately requested. The radios and cell phones shall be furnished, maintained, and paid for by the Contractor. The cost is included in the fee schedule set forth herein for each of the various services performed by the Contractor.

There are designated LAPD locations/assignments in which SECSD will assign an LAPD radio at an outlying post location or may issue a radio to the Security Guard. The Security Guard shall maintain responsibility, maintenance and use of the radio when assigned at these respective locations and, if issued, upon completion of their assignment, return the radio. The Security Guard shall make notification to the on-duty Watch Commander should there be any issues with the radio (broken, not operating properly, etc.).

6.6 Vehicles

When the City requires the Contractor to use a vehicle, it shall be the responsibility of the Contractor to furnish properly insured vehicles, in good operational and mechanical condition. Vehicles must be properly marked with the company name and logo.

Security personnel shall possess a valid California Driver's License.

6.7 Bicycle Patrol

Contractor shall provide bicycle patrol Security Guards with bicycles, helmets, and relevant equipment suitable for law enforcement patrols and activities.

7.0 Guard Tour Management System

The Contractor shall provide a Guard Tour Management System (GTMS) (also known as Guard Tour Monitoring System) capable of real-time results acceptable to the City. This will be done at the Contractor's expense within 30 days following the execution of this Contract. The Contractor will be responsible for maintaining the system and replacing it if it becomes inoperable. The system should accurately track the reporting times, meal times, end times, and patrol locations of each Security Guard, verifying that they are at work on time and patrolling each location based on the existing Post Orders. Security personnel shall ensure required patrols are captured via the GTMS. The system needs to be available in real-

time on the Contractor's web portal and provide alert methods such as automated e- mail notifications to the Contract Security Liaison Unit and/or designated City representatives for instances of late arrival by security guards. Field Supervisors are required to sign-in and sign-out in the GTMS and reflected on the Field Supervisors' logs when performing sites visits.

A web portal system shall be established and maintained and must contain any information requested by the contract administrator. The system should be available in real-time and directly accessible by LAPD authorized personnel as requested by the Contract Administrator.

8.0 Emergency/Urgent Coverage

In case of a need for emergency services, coverage shall be provided and scheduled in accordance with the terms and conditions as requested for non-scheduled needs and augmentation of security guards to meet City security needs/contingencies. It will be the Contractor's duty and responsibility to provide security services for emergency/urgent coverage as required by the circumstances, at attentive rates in the Fee Schedule, for work approved and authorized by the Contract Administrator.

8.1 Emergency/Urgent Services Personnel Requirements

Emergency/urgent services personnel shall meet all the training qualifications and requirements specified in this Contract.

8.2 Reverting to Regular Schedule

The Contractor's personnel responding to emergency/urgent services shall revert back to regular security service/Post assignments on the first day after the authorized cancellation of the request for emergency services.

9.0 General Contract Requirements

All work under this agreement shall be performed in all respects in strict compliance with the specified requirements of the Contract.

A Contract Security Request shall be submitted for each request for security services at any City location and shall be reviewed and approved by the Contract Administrator prior to the working under this contract. These requests include adding services to pre-existing schedules/assignments. City will not pay contractor for security services to any city site without such prior authorization from the Contract Administrator

The Contract Administrator has the right to obtain, from the Contractor, any security guards' schedules, Post Orders, and facility procedures upon request for any assignment.

9.1 Reverting Site Locations to City Security Forces

The City reserves the right to have any City facility/site location revert from utilizing Contract security services to City security forces, as determined by the Contract Administrator.

9.2 Added Site Locations As Needed

As needed and necessary, the Contract Administrator will contact the Contractor to discuss added or deleted site locations for security services as specified at the time of need and under the same terms and conditions of the Contract. The Contractor is reminded not to schedule, provide, or render any security services to any City entity unless there is a written Contract Request Form authorizing such security services from the Contract Administrator. In such case, the Contractor shall refer said requests back to the Contract Administrator. The Contractor will not be paid for security services rendered without prior authorization by the Contract Administrator.

This Agreement shall be nonexclusive and the City reserves the right to procure additional Contractors under this Agreement, or to engage security services under a different agreement. The City may add or remove facilities, buildings and other locations from governance as it sees fit over the course of the Agreement. The City may supercede this Agreement with a replacement agreement.

9.3 Changes, Additions, and Deletions

The City reserves the right to monitor and review the City's security needs. As City security needs change or develop, the City may make changes, additions, and deletions in the Schedule of Work (hours, days, dates, times and sites). Should any changes be made, the Contractor shall provide written confirmation of the requested changes within three business days. After warning, the City will be entitled to liquidated damages of $100 for all subsequent occurrences. The

Contractor shall perform the work as changed and shall be paid for the actual quantity of work performed by such changes, whether increased or decreased.

When necessary, the Contract Administrator will contact the Contractor to make any changes as required to amend, modify, or delete specific Contract and Post Orders when such amendment, modification, or deletion is determined by the Contract Administrator to be in the best interest of the City.

9.4 Holidays

The City shall have the right to request security coverage on and during all holidays observed by the City, State of California or United States, as each entity defines them, and including any specially proclaimed or designated holidays. City Holidays are as follows (in the event of a conflict, the City's official calendar shall prevail over the dates below):

New Year's Day	January 1
Rev. Dr. M. L. King Jr. Day	Third Monday in January
President's Day	Third Monday in February
Cesar Chavez Day	Friday or Monday nearest to March 31
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Indigenous Peoples Day	Second Monday in October
Veteran's Day	November 11
Thanksgiving	Fourth Thursday and Friday in November

9.5 Contract Management

The Contractor shall designate a Contract Manager to provide day-to-day general administration and managerial direction of the required contract work and overall personnel administration of Contractor's assigned personnel. This person shall become the City's primary contact person and be available as needed for the administration and effective functioning of the requested security services required in the Contract.

During office hours, the Contractor shall respond to telephone calls from the Contract Administrator within 60 minutes. Emergency calls shall be returned immediately and not longer than 30 minutes regardless of the time or day the call is received. Electronic correspondence (email) shall be responded to within the next business day. After warning, liquidated damages in the amount of $100 per

incident may be assessed for responses exceeding the stated limits.

9.6 City and Contractor Staff Meetings

The Contractor shall meet with the Contract Administrator and/or their representative. As needed to discuss administration of this Contract. This includes but is not limited to: solutions to problems, quality of services, Contract compliance, changes in statement of work, discrepancy reports, invoicing, and status of services.

9.7 Contractor Transition and Cooperation

In accordance with the Service Contract Worker Retention Ordinance (SCWRO), all Contractors involved in any location coverage transition shall fully cooperate and assist each other to facilitate a smooth changeover during Contract implementation, for the term of the Agreement, and at Contract expiration. Any disputes, disagreements, and/or differences of opinions between the Contractors will be reviewed and resolved by the Contract Administrator. Such decisions are final and shall not be subject to further review

9.8 Non-Exclusive Agreement

The Contractor understands and agrees that this is a non-exclusive agreement to provide security services to the City and that the City has entered into other Contracts for the provision of security services. Execution of this Agreement does not guarantee that the City will request the Contractor to provide any services.

9.9 Accounting and Financial Records

Accounting and financial records shall be maintained in accordance with generally accepted accounting principles and practices. All records shall be maintained by the Contractor, and access shall be provided to the City during the entire term of the Contract

and for three (3) years after final payment is made by the City unless the City gives written permission to the Contractor to dispose of said records prior to the end of the retention period.

9.10 Audits and Inspection of Records

Upon receipt of reasonable notice and during the Contractor's regular business hours, the City can perform audits to inspect the records relative to the work performed under the Contract at any time as deemed necessary. The Contractor shall provide the City's authorized representative(s) or agent(s) such access to the Contractor's records and facilities housing the records to examine, audit, inspect, excerpt, photocopy, or transcribe the records relative to work performed including: payroll, employee wages, benefits, contract expenses, and other

documents relative to the performance of the contract requirements, terms, and conditions under the Contract.

9.11 Labor Activity

If any strike, boycott, picketing, work stoppage, slowdown or other labor activity is directed against the Contractor by its employees, or similar labor activity conditions are directed against the City by City employees which result in the curtailment or discontinuation of services performed hereunder, the City shall have the right during said period to employ any means legally permissible under law to have the work performed.

9.12 Compensated Benefits

Contractor's services are being performed as an independent contractor and not as an agent or employee of the City, therefore Contractor is not entitled to any vacation, sick leave, Worker's compensation, pension or any other City Benefits.

10.0 Invoices

For acceptable performance, the Contractor shall invoice the City monthly and shall be paid for the total number of hours worked in the previous month. Contractor shall send monthly invoices and supporting documents (see below) to the following email address:

SECSD_CONTRACT_SECURITY@lapd.lacity.org

The subject of the email should be entitled: "Contract Security Monthly Invoice"

Original invoices payable by other City departments shall be sent to the City department stated on the Contract Request Form; and any third-party using contract security services must be authorized and funded by a City department.

10.1 Submission

The invoices for services per Contract Request Form must be submitted on or before the 15th day of each month following the month in which services were rendered. If the 15th falls on a weekend, invoices will be due on the next business day.

10.2 Approval of Invoices

The Contractor shall prepare a monthly statement with current charges for work performed. Invoices shall be submitted with appropriate billing information including Contract number, invoice number for each site, and accounting summaries as required. The Contractor is required to submit a cover sheet, Guard Tour Report, back up, employee sign-in sheets, any correspondence

documenting extra coverage, and the field supervisor site visit log with all invoices. As part of the invoice, the Contractor is required to provide a list by location or City facility with the following information:

- Hours performed by date, day, and hours of coverage (starting time and ending time)
- Total hours for the day and total hours for the month
- The names of the Security Guards providing services

Those invoices not acceptable will be returned to the Contractor with detailed information to include, but not limited to, date and reason for correction. The Contractor shall have the opportunity respond to the requested corrections or to correct and re-submit within three (3) business days for further review. Failure to submit in a timely manner may further delay payments of an invoice.

In the event an invoice or portion thereof continues to be in dispute, the City may withhold any portion of an invoice it disputes in good faith. The City shall timely pay all undisputed portions of invoices in accordance with this section.

In the event a City Department utilizing this Agreement disputes any part of an invoice hereunder, they shall immediately fill out and submit to SECSD the most recent revised State of California Invoice Dispute Notification, STD. 209.

Contractor may elect to offer a "1/10 Net 30" discount. In such instance they shall write the words, "1/10 Net 30," or words to that effect, on an invoice, or otherwise convey the offer to the City. For any such invoice, City may pay within 10 days of receipt and in such event shall be entitled to a 1% discount for the paid balance of the invoice.

City Departments/Offices utilizing this Agreement shall report expenditures for contract security services to SECSD by the 15th day of each month following the month in which said expenditures are paid.

LAPD is not responsible for any obligation owed by any other City Department/Office to any Contractor hereunder. LAPD shall not be required to enforce, communicate, arbitrate or mediate any monetary dispute between any other City Department/Office and any Contractor hereunder.

10.3 Fees

The Contractor shall submit invoices as described herein for the services performed for which payment is requested. Said services shall be billed in the amounts set forth in fee schedule identified as Attachment C and attached hereto and incorporated herein by this referral. The total dollar amount that the City will pay the Contractor for satisfactory services rendered under the terms of this contract may be up to, but not exceed, thirty million dollars ($30,000,000)

annually, or such amount as shall be set by the City as the aggregate annual spending limit of this Agreement.

10.4 Penalties/Damages

The Contractor shall perform all work under the Contract during the Contract Term/Period of Performance. If any work by the Contractor is deficient because of the failure to perform the work or meet the criteria of the work in accordance with the standards in this agreement, the Contract Administrator will report such deficiencies to the Contractor. If amounts are to be withheld or deducted from payments to the Contractor, the City will forward notice describing the reasons for said action.

The Contract Administrator will thereafter take the necessary action and based on a progressive system, corrective measures will be initiated in attempt to correct the

deficiency. The typical levels of the progressive system may involve discussions/ verbal warnings, liquidated damages and/or removal of services from assigned facility. The level determined appropriate for each deficiency will depend on a variety of factors that include the severity of the incident, previous performance work history, pattern of occurrences and impact to other security companies and/or City departments.

For the purposes of the contract, liquidated damages are defined as a means of compensation for breach of the contract. It is impractical or extremely difficult to ascertain the extent of actual damages resulting from the failure of Contractor to correct a deficiency within a specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages is $100 per infraction, or as specified in the Performance Requirements Summary chart (Exhibit 1 of this Statement of Work), and that Contractor shall be liable for the liquidated damages in said amount. Said amount shall be deducted from City's payment to contractor.

11.0 City's Responsibilities

The following are the City's responsibilities under the Agreement:

11.1 Authority and Duties of the Contract Administrator

The Commanding Officer, Security Services Division, is the Contract Administrator and shall represent the Chief of Police in the operation and management of this agreement. The Contract Administrator may make temporary changes in assignments, tasks, task frequencies, or methods. Any temporary changes shall not be considered modifications of the agreement and shall not affect the amount of payment to the Contractor.

11.2 Authority and Duties of the Contract Coordinator

The Contract Administrator may appoint an individual or individuals as City Contract Liaison Coordinator (Coordinator) to monitor and inspect the Contract performance of the security work. The Coordinator is not authorized to revoke any requirements of the Contract. The Coordinator is authorized to call to the attention of the Contractor any non-performance of security services for the work called under the agreement. The Coordinator shall in no case act as a foreman or perform any other duties for the Contractor, nor interfere with the management of the work under the agreement. Any advice given to the Contractor shall in no way be construed as Contract changes and binding to the City or releasing the Contractor from fulfilling all requirements of the agreement.

The Coordinator shall ensure the requesting department provide adequate and basic requirements for contract personnel assigned to their locations to include shelter from the elements and access to restrooms and hand washing station prior to the start of any assignment.

11.3 Authority and Duties of the Department/Office Representative

Departments or offices of the City utilizing this Agreement with the consent of the LAPD shall nominate a Department/Office Representative to be confirmed by LAPD in its granting of permission to use this Agreement.

11.4 Complaints

All complaints against Contractor's personnel shall be directed in writing to the Contract Administrator and notifications made to the Contractor.

12.0 Documenting Complaints

The Contractor shall complete a written narrative that includes a description of events that led to the complaint, including date and time of occurrence, a list of all involved persons, location of occurrence, nature of the complaint allegation(s), and statements (written, tape-recorded, or other) made by involved persons including the subject employee(s).

12.1 Complaints Reported to the City

The Contract Administrator shall notify the Contractor of any complaint received and work in cooperation with the Contractor to resolve the complaint.

12.2 Contract Personnel Complaint Investigation and Interview

The Contract Administrator reserves the exclusive right to immediately interview and investigate any employees under the control or direction of the Contractor, upon receiving any reported complaint or allegation of misconduct. Any employee

who declines or refuses to participate in an interview or cooperate with an investigation conducted by the Contract Administrator, shall be ordered by the Contractor to cooperate. Failure to cooperate with the investigation and interview conducted by the Contract Administrator or designee is considered as non-complying with this Contract requirement.

ATTACHMENT C

FEE SCHEDULE

FEE SCHEDULE FOR
SECURITY GUARD SERVICES
EFFECTIVE February 20, 2025
LIVING WAGE ORDINANCE

The following is the fee schedule for the different types of Security Guards defined in the Agreement.

Position	Security Guard		Security Guard / Bike		Security Guard / Vehicle	
	Regular	Overtime	Regular	Overtime	Regular	Overtime
Unarmed Security Guard	$30.65	$45.98	$32.15	$48.23	$33.65	$50.48
Armed Security Guard	$34.14	$51.21	$35.64	$53.46	$37.14	$55.71
Armed Security Shift Supervisor	$37.07	$55.61	$38.57	$57.86	$40.07	$60.11
Armed Security Field Supervisor	$37.07	$55.61	$38.57	$57.86	$40.07	$60.11
Post Commander	$38.56	$57.84	$40.06	$60.09	$41.56	$62.34
Professional Security Guard	$50.25	$75.38	$51.75	$77.63	$53.25	$79.88

- $1.50 will be added to the corresponding requested position and the appropriate level payment rate for a bike certified security officer.

- $3.00 shall be added to the corresponding requested position and the appropriate level payment rate for vehicle patrols.

- Compensation for Field Supervisors must be reviewed and approved in writing in advance of deployment, by the Contract Administrator.

- All hours worked on City designated holidays will be invoiced at the corresponding overtime rate per position.

- Overtime rates will be invoiced for the first 72 hours of newly requested assignments when less than 48-hours' notice is provided.

- Payment terms are net 30 after receipt and approval of the correct monthly invoice submitted for work performed at all sites assigned to the contract security company.

- Minimum of 4 hours billing for requests less than 4 hours.

- Rates will be adjusted each contract year, consistent with the living wage ordinance published for the corresponding fiscal year, or as they take effect.

ATTACHMENT D

CONFIDENTIALITY AGREEMENT

Professional Services Agreement

Confidentiality Agreement

I, _____, or the entity for which I am an employee, independent contractor, or subcontractor (hereinafter referred to as "Contractor"), have entered into a contract (hereinafter referred to as the "Agreement") with the City of Los Angeles to provide various services to the City of Los Angeles (hereinafter referred to as "City").

I will provide temporary services to City and as part of these services I will have access to confidential information. "Confidential Information" includes all data, records, documents, audio or visual recordings, materials, products, technology, computer programs, specifications, manuals, business plans, software, marketing plans, financial information, and other information disclosed or submitted, orally, in writing, or by any other media, to me by City pursuant to the Agreement or this Confidentiality Agreement, regardless of whether the information is marked or otherwise identified in writing as confidential, and regardless of whether the Confidential Information is received prior to execution of this Confidentiality Agreement.

I further understand that all Confidential Information provided to me by City, or accessed or reviewed by me during the performance of this assignment will remain the property of City.

I agree to use Confidential Information solely in connection with providing services to City under the Agreement and for no other purpose.

I agree not to provide Confidential Information, nor disclose its content or any information contained in it, either orally or in writing or in any form to transmit information, to any other person or entity, unless required by law or court order. I further agree not to make copies of any Confidential Information unless a formal request is made and approved by City.

I agree to promptly notify City of all requests, notices, subpoenas, pleadings, or other means, for the release of Confidential Information received by me.

I agree that I will not divulge to any unauthorized person, Confidential Information or any other information obtained while performing work pursuant to the Agreement between me and City.

I will be responsible for protecting the confidentiality and maintaining the security of all Confidential Information in my possession. I agree to use the same standard of care to protect City's Confidential Information as I use to protect my

own confidential and proprietary information, but not less than a reasonable standard.

Upon request by City, or completion or termination of my assignment under the Agreement, I will promptly return or destroy all Confidential Information in my possession at City's discretion, and provide City with written certification stating that such Confidential Information has been returned or destroyed.

This Confidentiality Agreement is to apply in conjunction with any prior confidentiality agreement between myself and City, and will not nullify such agreements; however, this Confidentiality Agreement will take precedence. Any conflicts with any other agreements will be modified to comply with the terms and intent of this Confidentiality Agreement.

I acknowledge that violation of this Confidentiality Agreement may subject me to civil and/or criminal action and that City will seek all possible legal redress.

_____

Name of Signatory Contractor Signature

_____

Signatory Title Date

Contractor Address:

_____

Agreement Number _____

City of LA-LAPD 1st Amd and Restated Agreement - FINAL 2 (002) - 2 year EXT

Final Audit Report 2025-02-20

Created:	2025-02-20
By:	Toni Ippolito (toni.ippolito@aus.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAtAVC6buYSTp5clz0VfuaPiRuUY5Fot_v

"City of LA-LAPD 1st Amd and Restated Agreement - FINAL 2 (002) - 2 year EXT" History

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Signer steve.claton@aus.com entered name at signing as Steve Claton
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Agreement completed.
2025-02-20 - 1:52:52 AM GMT

Adobe Acrobat Sign

FIRST AMENDED AND RESTATED PROFESSIONAL SERVICES AGREEMENT

between

THE CITY OF LOS ANGELES

and

CLOSE RANGE INTERNATIONAL, INC.

for

SECURITY GUARD SERVICES

Said Agreement is Number C-141553-1

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FIRST AMENDED AND RESTATED AGREEMENT NO. C-141553
BETWEEN
THE CITY OF LOS ANGELES
AND
CLOSE RANGE INTERNATIONAL INC.

THIS FIRST AMENDED AND RESTATED AGREEMENT ("Agreement") is made and entered into by and between the City of Los Angeles, California, a municipal corporation (hereinafter referred to as the "City") acting by and through the Los Angeles Police Department (hereinafter referred to as the "LAPD" or "Department") and Close Range International, Inc., a California corporation (hereinafter referred to as the "Contractor") (each a "Party" and collectively, the "Parties").

RECITALS

WHEREAS, Section 22.225.1 of Division 22, Chapter 11, Article 3 of the Los Angeles Administrative Code charges the Los Angeles Police Department (LAPD) with providing security services and patrol for City facilities; excluding Department of Airports, Department of Water, and Harbor Department facilities; and

WHEREAS, on February 20, 2020, the City issued a Request for Proposals (RFP No. 19-310-002), seeking qualified firms to perform the above-referenced security guard services; and

WHEREAS, the Contractor submitted a proposal in response to said RFP and the City found it to be satisfactory in response to the services required by the City, and determined that the Contractor had the experience and qualifications to provide the type and level of service required by the City; and

WHEREAS, on January 12, 2021, the Board of Police Commissioners approved the recommendation by staff of the selection of Contractor and authorized the LAPD to negotiate an agreement with the Contractor; and

WHEREAS, on February 21, 2022, the LAPD and the Contractor entered into Contract No. C-141553 ("Original Agreement") to provide professional security services and patrol for City facilities; excluding Department of Airports, Department of Water and Power, and Harbor Department facilities; and

WHEREAS, the Original Agreement was for three (3) years, which commenced on February 21, 2022 and will terminate on February 20, 2025; and

WHEREAS, the Contractor's services are of a professional, specialized, and occasional nature; and

WHEREAS, City has been using the Contractor's services and has a continuing need to do so; and

WHEREAS, City and Contractor now wish to enter into this First Amended and Restated Agreement to (1) extend the agreement for a period of two years, with a new expiration date of February 20, 2027, (2) increase the contractual not to exceed amount, for a new total not to exceed amount of $35,000,000 year across all security services contracts, (3) replace Standard Provisions for City Contracts (Rev. 9/22 [v.1]) with Standard Provisions for City Contracts (Rev. 1/25 [v.2]); replace Attachment C – Fee Schedule; and (5) make certain other changes deemed necessary by the Parties.

NOW THEREFORE, in consideration of the above promises, and of terms, covenants and considerations set forth herein, the parties do agree as follows:

SECTION 1.0
PARTIES TO THE AGREEMENT AND REPRESENTATIVES

1.1 Parties to the Agreement

The Parties to this Agreement are:

A. City –The City of Los Angeles, a municipal corporation, having its principal office at 200 North Spring Street, Los Angeles, California, 90012.

B. Contractor – Close Range International, Inc., having its principal address at 7411 Beverly Boulevard, Los Angeles, California 90036.

1.2 Representatives of the Parties and Service of Notices

The representatives of the respective parties who are authorized to administer this Agreement and to whom formal notices, demands and communications will be given are as follows:

A. The representative of the City shall be, unless otherwise stated in the Agreement:

Chief of Police
Los Angeles Police Department
100 West First Street, Tenth Floor
Los Angeles, California 90012

With copies to:

Commanding Officer
Security Services Division
Los Angeles Police Department
201 North Los Angeles Street, Suite 2
Los Angeles, California 90012
Phone Number: (213) 978-4660

B. The representative of the Contractor shall be:

Basil Stephens, President
Close Range International, Inc.
7411 Beverly Boulevard
Los Angeles, California 90036
Phone Number: (323) 343-0177

C. Formal notices, demands and communications to be given hereunder by either party must be made in writing and may be effected by electronic mail (e-mail), personal delivery or by registered or certified mail, postage prepaid, return receipt requested and will be deemed communicated as of the date of mailing.

D. If the name of the person designated to receive the notices, demands or communications or the address of such person is changed, written notice will be given in accord with this Section, within five (5) working days of said change.

SECTION 2.0
TERM OF AGREEMENT AND SERVICES TO BE PROVIDED

2.1 Term of Agreement

This Agreement is effective as of the date by which the authorized signatories of each of the parties to the Agreement has signed the Agreement and the City Attorney has signed the Agreement as to form (“Effective Date”).

Unless terminated earlier pursuant to in PSC-9 (Termination), of the Standard Provisions for City Contracts (Rev. 1/25 [v.2], this Agreement will terminate on February 20, 2027.

2.2 Ratification

Due to the need for the Contractor's services to be provided continuously on an ongoing basis, the Contractor may have provided services prior to the execution of this contract. To the extent that the Contractor's services were performed in accordance with the terms and conditions of this Agreement, those services are hereby ratified.

2.3 Statement of Work to be Performed

A. During the term of this Agreement, Contractor shall provide the Services, and implement the tasks identified herein and in Attachment B, Statement of Work ("SOW"), and Attachment C, Fee Schedule, which are attached hereto and incorporated herein by reference.

B. All work and tasks are subject to City approval in accordance with the SOW. Failure to receive approval may result in the withholding of compensation for such work pursuant to Section 3.3, Method of Payment, of this Agreement.

C. Notwithstanding any other provision of this Agreement, the Contractor shall perform such other work within the SOW as necessary to ensure that the work provided under this Agreement meets the requirements set forth in this Agreement and all Attachments.

D. In the event that the City requires services in addition to those specified in this Agreement, Contractor agrees to provide such services in accordance with Section 7.3, Amendments, of the Agreement. Prior to performance of additional work, this Agreement will be amended to include the additional work and payment therefor.

SECTION 3.0
COMPENSATION AND METHOD OF PAYMENT

3.1 Compensation

A. The City will pay the Contractor for satisfactory services provided under this Agreement, in accordance with the wage rates specified in Exhibit C, Fee Schedule, of this Agreement, which are incorporated herein by this reference. On July 1 of each year of this Agreement, or such time as determined by the City Council, the payment rates reflected in Exhibit C, Fee Schedule, shall increase by the same dollar amount that the Living

Wage increases under the Living Wage Ordinance (Los Angeles Code Section 10.37 et seq.).

B. The City's obligation to make payments under this contract will be limited to the current appropriation(s) for that purpose. At the time of execution of this contract, the total appropriation(s) for the combined set of all LAPD security guard services contracts will not exceed Thirty-Five Million Dollars ($35,000,000.00) per year, including state and local taxes. The Contractor will not provide any services, goods or equipment, and the City will not pay for any services, goods or equipment provided, in excess of the funds appropriated by the City for this Contract.

C. Contractor's services are being performed as an independent contractor and not as an agent or employee of the City, therefore Contractor is not entitled to any vacation, sick leave, Worker's Compensation, pension or any other City Benefits.

D. Contractor understands and agrees that it may not make any financial commitment on behalf of the City, incur any cost or expense on behalf of the City, or obligate the City to make payments for any cost or expenses, unless authorized in the approved work plans.

3.2 Taxes

A. To the extent that any of the Services or Deliverables to be provided by Contractor hereunder are subject to any California sales and use taxes, City and Contractor acknowledge and agree that such taxes shall be collected from the City. Contractor acknowledges and agrees to remit the same to the appropriate tax collection authorities in the manner set forth under applicable law. Contactor shall be solely responsible for any uncollected and unremitted taxes due and owing to the appropriate tax collection authorities and shall indemnify the City for any losses in connection with any uncollected and unremitted taxes due.

3.3 Method of Payment

A. Invoices

The City shall pay the Contractor pursuant to the requirements of this Section 3.0 after receipt and approval of the Contractor's invoices by the City. To ensure that services provided under personal services contracts are measured against services as detailed in this Contract, the Controller of the City of Los Angeles has developed a policy requiring the following supporting documentation to be submitted with all invoices:

Billing and Invoicing Requirements

The contractor is required to submit invoices that conform to City standards and include, at a minimum, the following information:

i. Name and address of contractor
ii. Division and Department name and address where services were provided
iii. Date of invoice and period covered
iv. Contract number or authority (purchase order) number
v. Description of completed task and amount due for task, including:
    a. Name(s) of personnel working on task
    b. Hours spent on task and timesheet(s) supporting charges (if applicable)
    c. Rate(s) per hour and total due
vi. Certification by a duly authorized officer
vii. Discount and terms (if applicable)
viii. Remittance Address (if different from company address)
ix. Taxes (indicate taxable vs. non-taxable items)

B. All invoices shall be submitted on Contractor's letterhead, contain Contractor's official logo, or other unique and identifying information such as the name and address of the Contractor. Evidence that tasks have been completed shall be attached to all invoices.

C. Invoices and supporting documentation shall be prepared at the sole expense and responsibility of the Contractor. The City will not compensate the Contractor for costs incurred in invoice preparation. The City may request, in writing, changes to the content and format of the invoice and supporting documentation at any time. The City reserves the right to request additional supporting documentation to substantiate costs at any time.

Tasks that are completed by subcontractors shall be supported by subcontractor's invoices, copies of pages from reports or other unique documentation that substantiates their charges.

D. ***Failure to adhere to these policies may result in nonpayment or non-approval of demands, pursuant to Charter Section 262(a)***, which requires the Controller to inspect the quality, quantity, and condition of services, labor, materials, supplies, or equipment received by any City office or department, and approve demands before they are drawn on the Treasury.

City payments to Contractor shall be paid within 30 days after approval by City provided however, that City may withhold any portion of an invoice that it disputes in good faith. In the event an invoice or portion thereof is in dispute, City shall notify Contractor of the potential disapproval action and afford Contractor an opportunity to be heard prior to official disapproval.

City shall pay all undisputed portions of invoices in accordance with this Section.

E. Invoices that are payable by LAPD/Security Services Division (SECSD) shall be submitted to the following email address:

SECSD_CONTRACT_SECURITY@lapd.lacity.org
Subject: Contract Security Monthly Invoice

Original invoices payable by other City departments shall be sent to the City department stated on the Contract Request Form.

SECTION 4.0
PERSONNEL

4.1 Key Personnel

A. Project Manager

Contractor shall assign a project manager with full authority to administer the Agreement for Contractor.

B. Staff Size

The size of the staff employed by Contractor in the performance of the Services must be kept consistent with the staff size articulated in Attachment B, Statement of Work, and as is otherwise necessary to perform the services anticipated in this Agreement.

4.2 Changes in Key Personnel

Contractor agrees to minimize changes to its key project personnel. City shall have the right to request key project personnel changes and to review and approve key project personnel changes proposed by Contractor. City's approval of key project personnel assignments and changes shall not be unreasonably withheld.

4.3 Background Checks

To the extent permitted by applicable law, the City may conduct background checks at its expense on the Contractor, its employees, designated replacement employees, agents, and subcontractors who will have, or may have, access to City information and data during the performance of this Agreement. The Contractor recognizes the highly sensitive nature of such information and data and agrees to cooperate with the City and provide, to the extent permitted by applicable law, whatever information the City requires in order to conduct background checks including, but not limited to, verification of education and previous employment. The City may request changes to Contractor personnel pursuant to Section 4.2 of this Agreement in response to background check information, and the Contractor will accommodate such request for personnel changes. Both parties agree to keep the results of any background checks confidential in accordance with the provisions of Section 7.1, Confidentiality of Information, as permitted by applicable law. Disqualification of any member of Contractor's staff pursuant to this Section shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Agreement.

4.4 Training of Contractor's Personnel

Contractor shall be responsible for the provision of mandatory training for all staff at the time of initial employment and on an ongoing basis, as may be required by federal and State law. Contractor shall further be responsible for, and shall provide for, the training of all appropriate staff on all applicable state and County of Los Angeles policies and procedures relevant to the performance of the agreed upon services, as well as on any other matters that City may reasonably require.

SECTION 5.0
SUBCONTRACTORS

5.1 Subcontracts/Joint Participation Agreements

With prior written approval of the Department, Contractor may enter into subcontracts with other vendors for the performance of portions of this Agreement. Contractor shall at all times be responsible for the acts and errors or omissions of its subcontractors in the performance of this Agreement. Nothing in this Agreement shall constitute any contractual relationship between any subcontractors and the Department or any obligation on the part of the Department to pay, or to be responsible for the payment of any sums to any subcontractors.

5.2 Provisions Binding on Subcontracts

The provisions of this Agreement, which by their nature are required to be imposed upon subcontractors, shall apply to all subcontractors in the same manner as to Contractor. In particular, the LAPD will not pay, even indirectly, the fees and expenses of a subcontractor that do not conform to the terms of this Agreement.

SECTION 6.0
DISPUTES

The parties shall undertake to reach an amicable settlement in cases of Dispute. If an amicable settlement cannot be reached, or in the event of default that could result in termination of this Agreement, City and Contractor shall schedule a meeting of their representatives in a good faith attempt to resolve the issues in Dispute. The meeting shall allow for a detailed presentation of each party's views on the issues and potential solutions to the Dispute or default. If possible, the meeting should result in an agreed upon course of action to resolve the Dispute or default.

Contractor and City shall continue to perform any obligations under this Agreement during any Dispute.

The provisions of Sections 5.169 and 5.170 (Div. 5, Ch. 10, Art. 1) of the Los Angeles Administrative Code and Section 350 of the City Charter shall govern the procedure and rights of the parties with regard to claims arising from this Agreement.

SECTION 7.0
MISCELLANEOUS

7.1 Confidentiality of Information

Information, documents, records, software programs, and data furnished to Contractor by the City and other documents to which Contractor has access during the term of this Agreement are confidential information (hereinafter referred to as "Confidential Information"). Contractor may not disclose Confidential Information in any manner without the prior written consent of the City. Contractor must ensure that each employee or subcontractor hired by Contractor who is sent on an assignment under this Agreement will have executed a Confidentiality Agreement prior to commencing any assignment. The Confidentiality Agreement to be used is attached hereto as Attachment D.

Contractor and its employees or subcontractors may, in the course of the work, gain access to certain confidential City and/or other law enforcement agency information, including “Criminal History Information.” Accordingly, Contractor agrees to provide each of its employees and subcontractors who provide services at City of Los Angeles facilities with the provisions of the Crime Control Act of 1973.

Contractor must implement reasonable and prudent measures to keep secure and private all confidential and criminal history information, as defined in the Crime Control Act of 1973, which has been accessed during the performance of the Agreement.

7.2 Crime Control Act of 1973

Contractor shall adhere to the Crime Control Act of 1973. The term “title” means Crime Control Act of 1973, Title 1 – Law Enforcement Assistance. The term “criminal history information” includes records and related data contained in an automated criminal justice informational system, compiled by law enforcement agencies for purposes of identifying criminal offenders and alleged offenders and maintaining as to such person’s summaries of arrests, the nature and disposition of criminal charges, sentencing, confinement, rehabilitation and release.

Except as provided by Federal law other than the Crime Control Act of 1973, Title 1 – Law Enforcement Assistance, no officer or employee of any recipient of assistance or Contractor or subcontractor under provisions of this title may use or reveal any research or statistical information furnished under this title by any person and identifiable to any specific private person for any purpose other than the purpose for which it was obtained in accordance with this title. Copies of such information will be immune from legal process, and will not, without the consent of the person furnishing such information, be admitted as evidence or used for any purpose in any action, suit, or other judicial or administrative proceedings.

All criminal history information collected, stored, or disseminated through support under this title must contain, to the maximum extent feasible, disposition as well as arrest data where arrest data is included therein. The collection, storage and dissemination of such information will take place under procedures reasonably designed to ensure that all such information is kept current therein; the recipient of assistance and any Contractor or subcontractor must assure that the security and privacy of all information is adequately provided for and that information will only be used for law enforcement and criminal justice and other lawful purposes. In addition, an individual who believes that criminal history information concerning him/her contained in an automated system is inaccurate, incomplete, or maintained in violation of this title, will, upon satisfactory verification of his/her

identity, be entitled to review such information and to obtain a copy of it for the purpose of challenge or correction.

Pursuant to Section 524(c) of Title 1 of the Crime Control Act of 1973, any person violating the provisions of this Section, or of any rule, regulation or other issued thereunder, will be fined not to exceed $10,000 in addition to any other penalty imposed by law.

Contractor shall ensure that these requirements are provided to and apply to all subcontractors of this Agreement.

7.3 Amendments

Any change in the terms of this Agreement must be incorporated into this Agreement by a written amendment properly executed and signed by the person authorized to bind the parties thereto.

7.4 Standard Provisions

The Contractor must comply with the applicable Standard Provisions for City Contracts (Rev. 1/25 [v.2], attached hereto as Attachment A and incorporated herein by this reference.

7.5 Border Wall Bid Disclosure

Contractor shall comply with Los Angeles Administrative Code ("LAAC") Section 10.50 *et seq.,* "Disclosure of Border Wall Contracting." City may terminate this Contract at any time if City determines that Contractor failed to fully and accurately complete the required affidavit and disclose all Border Wall Bids and Border Wall Contracts, as defined in LAAC Section 10.50.1. The required affidavit must be submitted online at www.rampla.org.

7.6 Use of Marks

Except as expressly provided in this Agreement, Contractor shall not use the City or LAPD's names, logos, seals, insignia or other words, names, symbols or devices that identify the City or LAPD, for any purpose except with the prior written consent of, and in accordance with restrictions required by the City.

7.7 Media, Publicity, and Case Studies

Contractor shall refer all inquiries from the news media to LAPD, shall immediately contact LAPD to inform City of the inquiry, and shall comply with the procedures of LAPD's Public Affairs staff regarding statements to the media

relating to this Agreement or Contractor's services under this Agreement. Contractor shall not use City as a reference or case study absent receipt of City's prior written approval. Contractor shall further provide City with the opportunity to review and approve any such reference or case study prior to publication, which approval City shall not unreasonably withhold.

7.8 Non-Exclusive Agreement

City and Contractor understand and agree that this is a non-exclusive Agreement to provide services to the City and the LAPD and that the City and the LAPD reserve the right to enter into an agreement with other contractors to provide similar services during the term of this Agreement.

7.9 Severability/Ambiguity

In the event a court of competent jurisdiction holds any provision of this Agreement to be invalid, such holding shall have no effect on the remaining provisions of this Agreement, and they shall continue in full force and effect. No ambiguity in this Agreement may be interpreted against any one party by virtue of that party being drafter of the Agreement. The parties acknowledge that they have read and understood this Agreement and had the opportunity to consult with counsel of their choosing regarding this Agreement.

7.10 No Third-Party Beneficiaries

Nothing herein is intended to create a third-party beneficiary in any subcontractor. City has no obligation to any subcontractor. No privity is created with any subcontractor by this Agreement. Even if Contractor uses subcontractors, Contractor remains responsible for complete and satisfactory performance of the terms of this Agreement.

7.11 Not a Waiver

Contractor acknowledges and agrees that nothing contained in this Agreement is, represents, or is intended to be construed as: a release, compromise, settlement, or waiver by City of any cause of action that City may have against Contractor. City reserves its rights in full, including, but not limited to, the right to bring any claim, cause of action, or request for reimbursement against Contractor in relation to this Agreement and other transactions between City and Contractor.

7.12 Audit Rights

In addition to those rights available to City elsewhere in this Agreement, including pursuant to PSC-16, Retention of Records, Audit and Reports, of Attachment A –

Standard Provisions for City Contracts (Rev. 1/25 [v.2]. Contractor shall provide City, or City's duly authorized representatives, access for the purposes of audit and investigation, to any and all books, documents, papers, records, deliverables, and software documentation pertaining to any past, current, or future (i) transactions between City and Contractor, (ii) work requested to be performed of Contractor, or (iii) demands for payment by Contractor.

7.13 Payment Does Not Imply Acceptance of Work

The granting of any payment by City, or the receipt thereof by Contractor, in no way lessens the liability of Contractor to replace unsatisfactory work, equipment, or materials although the unsatisfactory character of this work, equipment or materials may not have been apparent or detected at the time the payment was made. Materials, equipment, components, or workmanship that do not conform to the requirements of this Agreement may be rejected by City and upon rejection must be replaced by Contractor without delay.

SECTION 8.0
ENTIRE AGREEMENT

8.1 COMPLETE AGREEMENT

This Agreement contains the full and complete Agreement between the two parties. No verbal agreement or conversation with any officer or employee of either party will affect or modify any of the terms and conditions of this Agreement.

8.2 ATTACHMENTS

This Agreement includes fifteen (15) pages and four (4) attachments. Attachments A-D listed below are incorporated herein by this reference:

Attachment A – Standard Provisions for City Contracts (Rev. 1/25 [v.2]
Attachment B – Statement of Work
Attachment C – Fee Schedule
Attachment D – Confidentiality Agreement

8.3 ORDER OF PRECEDENCE

In the event of any conflict or inconsistency between the body of this Agreement and the Attachments, the order of precedence will be as follows:

(1) This First Amended and Restated Agreement between the City of Los Angeles and Close Range International, Inc.
(2) Attachment A, Standard Provisions for City Contracts (Rev. 1/25 [v.2]
(3) Attachment B, Statement of Work
(4) Attachment C, Fee Schedule
(5) Attachment D, Confidentiality Agreement
(6) Original Agreement

8.4 COUNTERPARTS AND ELECTRONIC SIGNATURES

This Agreement may be executed in one or more counterparts, and by the parties in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement. The parties further agree that facsimile signatures or signatures scanned into .pdf (or signatures in another electronic format designated by City) and sent by e-mail shall be deemed original signatures.

[Signature Page Follows]

[Remainder of the Page Intentionally Left Blank]

IN WITNESS THEREOF, the Parties hereto have caused this Agreement to be executed by their respective duly authorized representatives.

THE CITY OF LOS ANGELES

By signing below, the signatory attests that they have no personal, financial, beneficial, or familial interest in this contract.

By: _____
JIM McDONNELL
Chief of Police

Date: _____

CLOSE RANGE INTERNATIONAL INC.

By: _____
BASIL STEPHENS
President

Date: 2/12/2025

APPROVED AS TO FORM:

HYDEE FELDSTEIN SOTO, City Attorney

By: _____
SAMUEL PETTY
Deputy City Attorney

Date: _____

(2nd Corporate Officer)

By: _____
MONIQUE HARDING
Senior Vice President

Date: 2/13/25

ATTEST:

HOLLY L. WOLCOTT, City Clerk

By: _____
Deputy City Clerk

Date: _____

City Business Tax Registration Certificate (BTRC) Number: 0002670524-0001-1

Internal Revenue Service Taxpayer Identification Number: 95-4737552

Agreement Number: C-141553-1

ATTACHMENT A

Standard Provisions for City Contracts (Rev. 1/25 [v.2])

STANDARD PROVISIONS FOR CITY CONTRACTS

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STANDARD PROVISIONS FOR CITY CONTRACTS

PSC-1. Construction of Provisions and Titles Herein

All titles, subtitles, or headings in this Contract have been inserted for convenience, and shall not be deemed to affect the meaning or construction of any of the terms or provisions of this Contract. The language of this Contract shall be construed according to its fair meaning and not strictly for or against **CITY** or **CONTRACTOR**. The word "**CONTRACTOR**" includes the party or parties identified in this Contract. The singular shall include the plural and if there is more than one **CONTRACTOR**, unless expressly stated otherwise, their obligations and liabilities shall be joint and several. Use of the feminine, masculine, or neuter genders shall be deemed to include the genders not used.

PSC-2. Applicable Law, Interpretation and Enforcement

Each party's performance shall comply with all applicable laws of the United States of America, the State of California, and **CITY**, including but not limited to, laws regarding health and safety, labor and employment, wage and hours and licensing. This Contract shall be enforced and interpreted under the laws of the State of California without regard to conflict of law principles. **CONTRACTOR** shall comply with new, amended, or revised laws, regulations, or procedures that apply to the performance of this Contract with no additional compensation paid to **CONTRACTOR**.

In any action arising out of this Contract, **CONTRACTOR** consents to personal jurisdiction, and agrees to bring all such actions, exclusively in state or federal courts located in Los Angeles County, California.

If any part, term or provision of this Contract is held void, illegal, unenforceable, or in conflict with any federal, state or local law or regulation, the validity of the remaining parts, terms or provisions of this Contract shall not be affected.

PSC-3. Time of Effectiveness

Unless otherwise provided, this Contract shall take effect when all of the following events have occurred:

A. This Contract has been signed on behalf of **CONTRACTOR** by the person or persons authorized to bind **CONTRACTOR**;

B. This Contract has been approved by the City Council or by the board, officer or employee authorized to give such approval;

C. The Office of the City Attorney has indicated in writing its approval of this Contract as to form; and

D. This Contract has been signed on behalf of **CITY** by the person designated by the City Council, or by the board, officer or employee authorized to enter into this Contract.

PSC-4. Integrated Contract

This Contract sets forth all of the rights and duties of the parties with respect to the subject matter of this Contract, and replaces any and all previous Contracts or understandings, whether written or oral, relating thereto. This Contract may be amended only as provided for in the provisions of PSC-5 hereof.

PSC-5. Amendment

All amendments to this Contract shall be in writing and signed and approved pursuant to the provisions of PSC-3.

PSC-6. Excusable Delays

Neither party shall be liable for its delay or failure to perform any obligation under and in accordance with this Contract, if the delay or failure arises out of fires, floods, earthquakes, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by the party or any of the party's Subcontractors), freight embargoes, terrorist acts, insurrections or other civil disturbances, or other similar events to those described above, but in each case the delay or failure to perform must be beyond the control and without any fault or negligence of the party delayed or failing to perform (these events are referred to in this provision as "Force Majeure Events").

Notwithstanding the foregoing, a delay or failure to perform by a Subcontractor of **CONTRACTOR** shall not constitute a Force Majeure Event, unless the delay or failure arises out of causes beyond the control of both **CONTRACTOR** and Subcontractor, and without any fault or negligence of either of them. In such case, **CONTRACTOR** shall not be liable for the delay or failure to perform, unless the goods or services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit **CONTRACTOR** to perform timely. As used in this Contract, the term "Subcontractor" means a subcontractor at any tier.

In the event **CONTRACTOR'S** delay or failure to perform arises out of a Force Majeure Event, **CONTRACTOR** agrees to use commercially reasonable best efforts to obtain the goods or services from other sources, and to otherwise mitigate the damages and reduce the delay caused by the Force Majeure Event.

PSC-7. Waiver

A waiver of a default of any part, term or provision of this Contract shall not be construed as a waiver of any succeeding default or as a waiver of the part, term or provision itself. A party's performance after the other party's default shall not be construed as a waiver of that default.

PSC-8. Suspension

At **CITY'S** sole discretion, **CITY** may suspend any or all services provided under this Contract by providing **CONTRACTOR** with written notice of suspension. Upon receipt of the notice of suspension, **CONTRACTOR** shall immediately cease the services

suspended and shall not incur any additional obligations, costs or expenses to **CITY** until **CITY** gives written notice to recommence the services.

PSC-9. Termination

A. Termination for Convenience

CITY may terminate this Contract for **CITY'S** convenience at any time by providing **CONTRACTOR** thirty days written notice. Upon receipt of the notice of termination, **CONTRACTOR** shall immediately take action not to incur any additional obligations, costs or expenses, except as may be necessary to terminate its activities. **CITY** shall pay **CONTRACTOR** its reasonable and allowable costs through the effective date of termination and those reasonable and necessary costs incurred by **CONTRACTOR** to effect the termination. Thereafter, **CONTRACTOR** shall have no further claims against **CITY** under this Contract. All finished and unfinished documents and materials procured for or produced under this Contract, including all intellectual property rights **CITY** is entitled to, shall become **CITY** property upon the date of the termination. **CONTRACTOR** agrees to execute any documents necessary for **CITY** to perfect, memorialize, or record **CITY'S** ownership of rights provided herein.

B. Termination for Breach of Contract

1. Except as provided in PSC-6, if **CONTRACTOR** fails to perform any of the provisions of this Contract or so fails to make progress as to endanger timely performance of this Contract, **CITY** may give **CONTRACTOR** written notice of the default. **CITY'S** default notice will indicate whether the default may be cured and the time period to cure the default to the sole satisfaction of **CITY**. Additionally, **CITY'S** default notice may offer **CONTRACTOR** an opportunity to provide **CITY** with a plan to cure the default, which shall be submitted to **CITY** within the time period allowed by **CITY**. At **CITY'S** sole discretion, **CITY** may accept or reject **CONTRACTOR'S** plan. If the default cannot be cured or if **CONTRACTOR** fails to cure within the period allowed by **CITY**, then **CITY** may terminate this Contract due to **CONTRACTOR'S** breach of this Contract.

2. If the default under this Contract is due to **CONTRACTOR'S** failure to maintain the insurance required under this Contract, **CONTRACTOR** shall immediately: (1) suspend performance of any services under this Contract for which insurance was required; and (2) notify its employees and Subcontractors of the loss of insurance coverage and Contractor's obligation to suspend performance of services. **CONTRACTOR** shall not recommence performance until **CONTRACTOR** is fully insured and in compliance with **CITY'S** requirements.

3. If a federal or state proceeding for relief of debtors is undertaken by or against **CONTRACTOR**, or if **CONTRACTOR** makes an assignment for the benefit of creditors, then **CITY** may immediately terminate this Contract.

4. If **CONTRACTOR** engages in any dishonest conduct related to the performance or administration of this Contract or violates **CITY'S** laws, regulations or policies relating to lobbying, then **CITY** may immediately terminate this Contract.

5. Acts of Moral Turpitude

   a. **CONTRACTOR** shall immediately notify **CITY** if **CONTRACTOR** or any Key Person, as defined below, is charged with, indicted for, convicted of, pleads nolo contendere to, or forfeits bail or fails to appear in court for a hearing related to, any act which constitutes an offense involving moral turpitude under federal, state, or local laws ("Act of Moral Turpitude").

   b. If **CONTRACTOR** or a Key Person is convicted of, pleads nolo contendere to, or forfeits bail or fails to appear in court for a hearing related to, an Act of Moral Turpitude, **CITY** may immediately terminate this Contract.

   c. If **CONTRACTOR** or a Key Person is charged with or indicted for an Act of Moral Turpitude, **CITY** may terminate this Contract after providing **CONTRACTOR** an opportunity to present evidence of **CONTRACTOR'S** ability to perform under the terms of this Contract.

   d. Acts of Moral Turpitude include, but are not limited to: violent felonies as defined by Penal Code Section 667.5, crimes involving weapons, crimes resulting in serious bodily injury or death, serious felonies as defined by Penal Code Section 1192.7, and those crimes referenced in the Penal Code and articulated in California Public Resources Code Section 5164(a)(2); in addition to and including acts of murder, rape, sexual assault, robbery, kidnapping, human trafficking, pimping, voluntary manslaughter, aggravated assault, assault on a peace officer, mayhem, fraud, domestic abuse, elderly abuse, and child abuse, regardless of whether such acts are punishable by felony or misdemeanor conviction.

e. For the purposes of this provision, a Key Person is a principal, officer, or employee assigned to this Contract, or owner (directly or indirectly, through one or more intermediaries) of ten percent or more of the voting power or equity interests of **CONTRACTOR**.

6. In the event **CITY** terminates this Contract as provided in this section, **CITY** may procure, upon such terms and in the manner as **CITY** may deem appropriate, services similar in scope and level of effort to those so terminated, and **CONTRACTOR** shall be liable to **CITY** for all of its costs and damages, including, but not limited to, any excess costs for such services.

7. If, after notice of termination of this Contract under the provisions of this section, it is determined for any reason that **CONTRACTOR** was not in default under the provisions of this section, or that the default was excusable under the terms of this Contract, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to PSC-9(A) Termination for Convenience.

8. The rights and remedies of **CITY** provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

C. In the event that this Contract is terminated, **CONTRACTOR** shall immediately notify all employees and Subcontractors, and shall notify in writing all other parties contracted with under the terms of this Contract within five working days of the termination.

PSC-10. Independent Contractor

CONTRACTOR is an independent contractor and not an agent or employee of **CITY**. **CONTRACTOR** shall not represent or otherwise hold out itself or any of its directors, officers, partners, employees, or agents to be an agent or employee of **CITY**.

PSC-11. Contractor's Personnel

Unless otherwise approved by **CITY**, **CONTRACTOR** shall use its own employees to perform the services described in this Contract. **CITY** has the right to review and approve any personnel who are assigned to work under this Contract. **CONTRACTOR** shall remove personnel from performing work under this Contract if requested to do so by **CITY**.

CONTRACTOR shall not use Subcontractors to assist in performance of this Contract without the prior written approval of **CITY**. If **CITY** permits the use of Subcontractors, **CONTRACTOR** shall remain responsible for performing all aspects of this Contract and paying all Subcontractors. **CITY** has the right to approve **CONTRACTOR'S** Subcontractors, and **CITY** reserves the right to request replacement of any

Subcontractor. **CITY** does not have any obligation to pay **CONTRACTOR'S** Subcontractors, and nothing herein creates any privity of contract between **CITY** and any Subcontractor.

PSC-12. Assignment and Delegation

CONTRACTOR may not, unless it has first obtained the written permission of **CITY**:

A. Assign or otherwise alienate any of its rights under this Contract, including the right to payment; or

B. Delegate, subcontract, or otherwise transfer any of its duties under this Contract.

PSC-13. Permits

CONTRACTOR and its directors, officers, partners, agents, employees, and Subcontractors, shall obtain and maintain all licenses, permits, certifications and other documents necessary for **CONTRACTOR'S** performance of this Contract. **CONTRACTOR** shall immediately notify **CITY** of any suspension, termination, lapses, non-renewals, or restrictions of licenses, permits, certificates, or other documents that relate to **CONTRACTOR'S** performance of this Contract.

PSC-14. Claims for Labor and Materials

CONTRACTOR shall promptly pay when due all amounts owed for labor and materials furnished in the performance of this Contract so as to prevent any lien or other claim under any provision of law from arising against any **CITY** property (including reports, documents, and other tangible or intangible matter produced by **CONTRACTOR** hereunder), and shall pay all amounts due under the Unemployment Insurance Act or any other applicable law with respect to labor used to perform under this Contract.

PSC-15. Current Los Angeles City Business Tax Registration Certificate Required

For the duration of this Contract, **CONTRACTOR** shall maintain valid Business Tax Registration Certificate(s) as required by **CITY'S** Business Tax Ordinance, Section 21.00 *et seq*. of the Los Angeles Municipal Code ("LAMC"), and shall not allow the Certificate to lapse or be revoked or suspended.

PSC-16. Retention of Records, Audit and Reports

CONTRACTOR shall maintain all records, including records of financial transactions, pertaining to the performance of this Contract, in their original form or as otherwise approved by **CITY**. These records shall be retained for a period of no less than three years from the later of the following: (1) final payment made by **CITY**, (2) the expiration of this Contract or (3) termination of this Contract. The records will be subject to examination and audit by authorized **CITY** personnel or **CITY'S** representatives at any time. **CONTRACTOR** shall provide any reports requested by **CITY** regarding

performance of this Contract. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

In lieu of retaining the records for the term as prescribed in this provision, **CONTRACTOR** may, upon **CITY'S** written approval, submit the required information to **CITY** in an electronic format, e.g. USB flash drive, at the expiration or termination of this Contract.

PSC-17. Bonds

All bonds required by **CITY** shall be filed with the Office of the City Administrative Officer, Risk Management for its review and acceptance in accordance with Los Angeles Administrative Code ("LAAC") Sections 11.47 *et seq*., as amended from to time.

PSC-18. Indemnification

Except for the active negligence or willful misconduct of **CITY**, or any of its boards, officers, agents, employees, assigns and successors in interest, **CONTRACTOR** shall defend, indemnify and hold harmless **CITY** and any of its boards, officers, agents, employees, assigns, and successors in interest from and against all lawsuits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by **CITY**, including but not limited to, costs of experts and consultants), damages or liability of any nature whatsoever, for death or injury to any person, including **CONTRACTOR'S** employees and agents, or damage or destruction of any property of either party hereto or of third parties, arising in any manner by reason of an act, error, or omission by **CONTRACTOR,** Subcontractors, or their boards, officers, agents, employees, assigns, and successors in interest. The rights and remedies of **CITY** provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract. This provision will survive expiration or termination of this Contract.

PSC-19. Intellectual Property Indemnification

CONTRACTOR, at its own expense, shall defend, indemnify, and hold harmless the **CITY**, and any of its boards, officers, agents, employees, assigns, and successors in interest from and against all lawsuits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by **CITY**, including but not limited to, costs of experts and consultants), damages or liability of any nature arising out of the infringement, actual or alleged, direct or contributory, of any intellectual property rights, including, without limitation, patent, copyright, trademark, trade secret, right of publicity, and proprietary information: (1) on or in any design, medium, matter, article, process, method, application, equipment, device, instrumentation, software, hardware, or firmware used by **CONTRACTOR**, or its Subcontractors, in performing the work under this Contract; or (2) as a result of **CITY'S** actual or intended use of any Work Product (as defined in PSC-21) furnished by **CONTRACTOR**, or its Subcontractors, under this Contract. The rights and remedies of **CITY** provided in this section shall not be exclusive

and are in addition to any other rights and remedies provided by law or under this Contract. This provision will survive expiration or termination of this Contract.

PSC-20. Intellectual Property Warranty

CONTRACTOR represents and warrants that its performance of all obligations under this Contract does not infringe in any way, directly or contributorily, upon any third party's intellectual property rights, including, without limitation, patent, copyright, trademark, trade secret, right of publicity and proprietary information.

PSC-21. Ownership and License

Unless otherwise provided for herein, all finished and unfinished works, tangible or not, created under this Contract including, without limitation, documents, materials, data, reports, manuals, specifications, artwork, drawings, sketches, blueprints, studies, memoranda, computation sheets, computer programs and databases, schematics, photographs, video and audiovisual recordings, sound recordings, marks, logos, graphic designs, notes, websites, domain names, inventions, processes, formulas, matters and combinations thereof, and all forms of intellectual property originated and prepared by **CONTRACTOR** or its Subcontractors under this Contract (each a "Work Product"; collectively "Work Products") shall be and remain the exclusive property of **CITY** for its use in any manner **CITY** deems appropriate. **CONTRACTOR** hereby assigns to **CITY** all goodwill, copyright, trademark, patent, trade secret and all other intellectual property rights worldwide in any Work Products originated and prepared under this Contract. **CONTRACTOR** further agrees to execute any documents necessary for **CITY** to perfect, memorialize, or record **CITY'S** ownership of rights provided herein.

CONTRACTOR agrees that a monetary remedy for breach of this Contract may be inadequate, impracticable, or difficult to prove and that a breach may cause **CITY** irreparable harm. **CITY** may therefore enforce this requirement by seeking injunctive relief and specific performance, without any necessity of showing actual damage or irreparable harm. Seeking injunctive relief or specific performance does not preclude **CITY** from seeking or obtaining any other relief to which **CITY** may be entitled.

For all Work Products delivered to **CITY** that are not originated or prepared by **CONTRACTOR** or its Subcontractors under this Contract, **CONTRACTOR** shall secure a grant, at no cost to **CITY**, for a non-exclusive perpetual license to use such Work Products for any **CITY** purposes.

CONTRACTOR shall not provide or disclose any Work Product to any third party without prior written consent of **CITY**.

Any subcontract entered into by **CONTRACTOR** relating to this Contract shall include this provision to contractually bind its Subcontractors performing work under this Contract such that **CITY'S** ownership and license rights of all Work Products are preserved and protected as intended herein.

PSC-22. Data Protection

A. **CONTRACTOR** shall protect, using the most secure means and technology that is commercially available, **CITY**-provided data or consumer-provided data acquired in the course and scope of this Contract, including but not limited to customer lists and customer credit card or consumer data, (collectively, the "City Data"). **CONTRACTOR** shall notify **CITY** in writing as soon as reasonably feasible, and in any event within twenty-four hours, of **CONTRACTOR'S** discovery or reasonable belief of any unauthorized access of City Data (a "Data Breach"), or of any incident affecting, or potentially affecting City Data related to cyber security (a "Security Incident"), including, but not limited to, denial of service attack, and system outage, instability or degradation due to computer malware or virus. **CONTRACTOR** shall begin remediation immediately. **CONTRACTOR** shall provide daily updates, or more frequently if required by **CITY**, regarding findings and actions performed by **CONTRACTOR** until the Data Breach or Security Incident has been effectively resolved to **CITY'S** satisfaction. **CONTRACTOR** shall conduct an investigation of the Data Breach or Security Incident and shall share the report of the investigation with **CITY**. At **CITY'S** sole discretion, **CITY** and its authorized agents shall have the right to lead or participate in the investigation. **CONTRACTOR** shall cooperate fully with **CITY**, its agents and law enforcement.

B. If **CITY** is subject to liability for any Data Breach or Security Incident, then **CONTRACTOR** shall fully indemnify and hold harmless **CITY** and defend against any resulting actions.

PSC-23. Insurance

During the term of this Contract and without limiting **CONTRACTOR'S** obligation to indemnify, hold harmless and defend **CITY**, **CONTRACTOR** shall provide and maintain at its own expense a program of insurance having the coverages and limits not less than the required amounts and types as determined by the Office of the City Administrative Officer of Los Angeles, Risk Management (template Form General 146 in Exhibit 1 hereto). The insurance must: (1) conform to **CITY'S** requirements; (2) comply with the Insurance Contractual Requirements (Form General 133 in Exhibit 1 hereto); and (3) otherwise be in a form acceptable to the Office of the City Administrative Officer, Risk Management. **CONTRACTOR** shall comply with all Insurance Contractual Requirements shown on Exhibit 1 hereto. Exhibit 1 is hereby incorporated by reference and made a part of this Contract.

PSC-24. Best Terms

Throughout the term of this Contract, **CONTRACTOR**, shall offer **CITY** the best terms, prices, and discounts that are offered to any of **CONTRACTOR'S** customers for similar goods and services provided under this Contract.

PSC-25. Warranty and Responsibility of Contractor

CONTRACTOR warrants that the work performed hereunder shall be completed in a manner consistent with professional standards practiced among those firms within **CONTRACTOR'S** profession, doing the same or similar work under the same or similar circumstances.

PSC-26. Mandatory Provisions Pertaining to Non-Discrimination in Employment

Unless otherwise exempt, this Contract is subject to the applicable non-discrimination, equal benefits, equal employment practices, and affirmative action program provisions in LAAC Section 10.8 et seq., as amended from time to time.

A. **CONTRACTOR** shall comply with the applicable non-discrimination and affirmative action provisions of the laws of the United States of America, the State of California, and **CITY**. In performing this Contract, **CONTRACTOR** shall not discriminate in any of its hiring or employment practices against any employee or applicant for employment because of such person's race, color, religion, national origin, ancestry, sex, sexual orientation, gender, gender identity, age, disability, domestic partner status, marital status or medical condition.

B. The requirements of Section 10.8.2.1 of the LAAC, the Equal Benefits Ordinance, and the provisions of Section 10.8.2.1(f) are incorporated and made a part of this Contract by reference.

C. The provisions of Section 10.8.3 of the LAAC are incorporated and made a part of this Contract by reference and will be known as the "Equal Employment Practices" provisions of this Contract.

D. The provisions of Section 10.8.4 of the LAAC are incorporated and made a part of this Contract by reference and will be known as the "Affirmative Action Program" provisions of this Contract.

Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-27. Child Support AssignmentOrders

CONTRACTOR shall comply with the Child Support Assignment Orders Ordinance, Section 10.10 of the LAAC, as amended from time to time. Pursuant to Section 10.10(b) of the LAAC, **CONTRACTOR** shall fully comply with all applicable State and Federal employment reporting requirements. Failure of **CONTRACTOR** to comply with all applicable reporting requirements or to implement lawfully served Wage and Earnings Assignment or Notices of Assignment, or the failure of any principal owner(s) of **CONTRACTOR** to comply with any Wage and Earnings Assignment or Notices of Assignment applicable to them personally, shall constitute a default by the **CONTRACTOR** under this Contract. Failure of **CONTRACTOR** or principal owner to cure

the default within 90 days of the notice of default will subject this Contract to termination for breach. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-28. Living Wage Ordinance

CONTRACTOR shall comply with the Living Wage Ordinance, LAAC Section 10.37 *et seq.*, as amended from time to time. **CONTRACTOR** further agrees that it shall comply with federal law proscribing retaliation for union organizing. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-29. Service Contractor Worker Retention Ordinance

CONTRACTOR shall comply with the Service Contractor Worker Retention Ordinance, LAAC Section 10.36 *et seq.*, as amended from time to time. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-30. Access and Accommodations

CONTRACTOR represents and certifies that:

A. **CONTRACTOR** shall comply with the Americans with Disabilities Act, as amended, 42 U.S.C. Section 12101 et seq., the Rehabilitation Act of 1973, as amended, 29 U.S.C. Section 701 et seq., the Fair Housing Act, and its implementing regulations and any subsequent amendments, and California Government Code Section 11135;

B. **CONTRACTOR** shall not discriminate on the basis of disability or on the basis of a person's relationship to, or association with, a person who has a disability;

C. **CONTRACTOR** shall provide reasonable accommodation upon request to ensure equal access to **CITY**-funded programs, services and activities;

D. Construction will be performed in accordance with the Uniform Federal Accessibility Standards (UFAS), 24 C.F.R. Part 40; and

E. The buildings and facilities used to provide services under this Contract are in compliance with the federal and state standards for accessibility as set forth in the 2010 ADA Standards, California Title 24, Chapter 11, or other applicable federal and state law.

CONTRACTOR understands that **CITY** is relying upon these certifications and representations as a condition to funding this Contract. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-31. Contractor Responsibility Ordinance

CONTRACTOR shall comply with the Contractor Responsibility Ordinance, LAAC Section 10.40 *et seq*., as amended from time to time.

PSC-32. Business Inclusion Program

Unless otherwise exempted prior to bid submission, **CONTRACTOR** shall comply with all aspects of the Business Inclusion Program as described in the Request for Proposal/Qualification process, throughout the duration of this Contract. **CONTRACTOR** shall utilize the Regional Alliance Marketplace for Procurement ("RAMP") at https://www.rampla.org/s/, to perform and document outreach to Minority, Women, and Other Business Enterprises. **CONTRACTOR** shall perform subcontractor outreach activities through RAMP. **CONTRACTOR** shall not change any of its designated Subcontractors or pledged specific items of work to be performed by these Subcontractors, nor shall **CONTRACTOR** reduce their level of effort, without prior written approval of **CITY**.

PSC-33. Slavery Disclosure Ordinance

CONTRACTOR shall comply with the Slavery Disclosure Ordinance, LAAC Section 10.41 *et seq.*, as amended from time to time. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-34. First Source Hiring Ordinance

CONTRACTOR shall comply with the First Source Hiring Ordinance, LAAC Section 10.44 *et seq.*, as amended from time to time. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-35. Local Business Preference Ordinance

CONTRACTOR shall comply with the Local Business Preference Ordinance, LAAC Section 10.47 *et seq.*, as amended from time to time. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-36. Iran Contracting Act

In accordance with California Public Contract Code Sections 2200-2208, all contractors entering into, or renewing contracts with **CITY** for goods and services estimated at $1,000,000 or more are required to complete, sign, and submit the "Iran Contracting Act of 2010 Compliance Affidavit."

PSC-37. Restrictions on Campaign Contributions and Fundraising in City Elections

Unless otherwise exempt, if this Contract is valued at $100,000 or more and requires approval by an elected **CITY** office, **CONTRACTOR**, **CONTRACTOR'S** principals, and **CONTRACTOR'S** Subcontractors expected to receive at least $100,000 for performance

under the Contract, and the principals of those Subcontractors (the "Restricted Persons") shall comply with Charter Section 470(c)(12) and LAMC Section 49.7.35. Failure to comply entitles **CITY** to terminate this Contract and to pursue all available legal remedies. Charter Section 470(c)(12) and LAMC Section 49.7.35 limit the ability of the Restricted Persons to make campaign contributions to and engage in fundraising for certain elected **CITY** officials or candidates for elected **CITY** office for twelve months after this Contract is signed. Additionally, a **CONTRACTOR** subject to Charter Section 470(c)(12) is required to comply with disclosure requirements by submitting a completed and signed Ethics Commission Form 55 and to amend the information in that form as specified by law. Any **CONTRACTOR** subject to Charter Section 470(c)(12) shall include the following notice in any contract with any Subcontractor expected to receive at least $100,000 for performance under this Contract:

> "Notice Regarding Restrictions on Campaign Contributions and Fundraising in City Elections
>
> You are a subcontractor on City of Los Angeles Contract # _____. Pursuant to the City of Los Angeles Charter Section 470(c)(12) and related ordinances, you and your principals are prohibited from making campaign contributions to and fundraising for certain elected City of Los Angeles ("**CITY**") officials and candidates for elected **CITY** office for twelve months after the **CITY** contract is signed. You are required to provide the names and contact information of your principals to the **CONTRACTOR** and to amend that information within ten business days if it changes during the twelve month time period. Failure to comply may result in termination of this Contract and any other available legal remedies. Information about the restrictions may be found online at ethics.lacity.org or by calling the Los Angeles City Ethics Commission at (213) 978-1960."

PSC-38. Contractors' Use of Criminal History for Consideration of Employment Applications

CONTRACTOR shall comply with the City Contractors' Use of Criminal History for Consideration of Employment Applications Ordinance, LAAC Section 10.48 *et seq*., as amended from time to time. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-39. Limitation of City's Obligation to Make Payment to Contractor

Notwithstanding any other provision of this Contract, including any exhibits or attachments incorporated therein, and in order for **CITY** to comply with its governing legal requirements, **CITY** shall have no obligation to make any payments to **CONTRACTOR** unless **CITY** shall have first made an appropriation of funds equal to or in excess of its obligation to make any payments as provided in this Contract. **CONTRACTOR** agrees that any services provided by **CONTRACTOR**, purchases made by **CONTRACTOR** or expenses incurred by **CONTRACTOR** in excess of the appropriation(s) shall be free and without charge to **CITY** and **CITY** shall have no obligation to pay for the services, purchases or expenses. **CONTRACTOR** shall have no obligation to provide any services,

provide any equipment or incur any expenses in excess of the appropriated amount(s) until **CITY** appropriates additional funds for this Contract.

PSC-40. Compliance with Identity Theft Laws and Payment Card Data Security Standards

CONTRACTOR shall comply with all identity theft laws including without limitation, laws related to: (1) payment devices; (2) credit and debit card fraud; and (3) the Fair and Accurate Credit Transactions Act ("FACTA"), including its requirement relating to the content of transaction receipts provided to Customers. **CONTRACTOR** also shall comply with all requirements related to maintaining compliance with Payment Card Industry Data Security Standards ("PCI DSS"). During the performance of any service to install, program or update payment devices equipped to conduct credit or debit card transactions, including PCI DSS services, **CONTRACTOR** shall verify proper truncation of receipts in compliance with FACTA.

PSC-41. Compliance with California Public Resources Code Section 5164

California Public Resources Code Section 5164 prohibits a public agency from hiring a person for employment or as a volunteer to perform services at any park, playground, or community center used for recreational purposes in a position that has supervisory or disciplinary authority over any minor, if the person has been convicted of certain crimes as referenced in the Penal Code, and articulated in California Public Resources Code Section 5164(a)(2).

If applicable, **CONTRACTOR** shall comply with California Public Resources Code Section 5164, and shall additionally adhere to all rules and regulations that have been adopted or that may be adopted by **CITY**. **CONTRACTOR** is required to have all employees, volunteers and Subcontractors (including all employees and volunteers of any Subcontractor) of **CONTRACTOR** working on premises to pass a fingerprint and background check through the California Department of Justice at **CONTRACTOR'S** sole expense, indicating that such individuals have never been convicted of certain crimes as referenced in the Penal Code and articulated in California Public Resources Code Section 5164(a)(2), if the individual will have supervisory or disciplinary authority over any minor.

PSC-42. Possessory Interests Tax

Rights granted to **CONTRACTOR** by **CITY** may create a possessory interest. **CONTRACTOR** agrees that any possessory interest created may be subject to California Revenue and Taxation Code Section 107.6 and a property tax may be levied on that possessory interest. If applicable, **CONTRACTOR** shall pay the property tax. **CONTRACTOR** acknowledges that the notice required under California Revenue and Taxation Code Section 107.6 has been provided.

PSC-43. Confidentiality

All documents, information and materials provided to **CONTRACTOR** by **CITY** or All documents, information, City Data (as that term is defined in PSC-22), and materials provided to **CONTRACTOR** by **CITY** or developed by **CONTRACTOR** pursuant to this Contract (collectively "Confidential Information") are confidential. **CONTRACTOR** shall not provide, and shall prohibit its employees and subcontractors from providing or disclosing, any Confidential Information or their contents or any information therein either orally or in writing, to any person or entity, except as authorized by **CITY** or as required by law. **CONTRACTOR** shall immediately notify **CITY** of any attempt by a third party to obtain access to any Confidential Information. This provision shall survive expiration or termination of this Contract.

PSC-44. Contractor Data Reporting

If Contractor is a for-profit, privately owned business, Contractor shall, within 30 days of the effective date of the Contract and on an annual basis thereafter (i.e., within 30 days of the annual anniversary of the effective date of the Contract), report the following information to City via the Regional Alliance Marketplace for Procurement ("RAMP") or via another method specified by City: Contractor's and any Subcontractor's annual revenue, number of employees, location, industry, race/ethnicity and gender of majority owner ("Contractor/Subcontractor Information"). Contractor shall further request, on an annual basis, that any Subcontractor input or update its business profile, including the Contractor/Subcontractor Information, on RAMP or via another method prescribed by City.

EXHIBIT 1

INSURANCE CONTRACTUAL REQUIREMENTS

CONTACT For additional information about compliance with City Insurance and Bond requirements, contact the Office of the City Administrative Officer, Risk Management at (213) 978-RISK (7475) or go online at www.lacity.org/cao/risk. The City approved Bond Assistance Program is available for those contractors who are unable to obtain the City-required performance bonds. A City approved insurance program may be available as a low cost alternative for contractors who are unable to obtain City-required insurance.

CONTRACTUAL REQUIREMENTS

CONTRACTOR AGREES THAT:

1. Additional Insured/Loss Payee. The CITY must be included as an Additional Insured in applicable liability policies to cover the CITY'S liability arising out of the acts or omissions of the named insured. The CITY is to be named as an Additional Named Insured and a Loss Payee As Its Interests May Appear in property insurance in which the CITY has an interest, e.g., as a lien holder.

2. Notice of Cancellation. All required insurance will be maintained in full force for the duration of its business with the CITY. By ordinance, all required insurance must provide at least thirty (30) days' prior written notice (ten (10) days for non-payment of premium) directly to the CITY if your insurance company elects to cancel or materially reduce coverage or limits prior to the policy expiration date, for any reason except impairment of an aggregate limit due to prior claims.

3. Primary Coverage. CONTRACTOR will provide coverage that is primary with respect to any insurance or self-insurance of the CITY. The CITY'S program shall be excess of this insurance and non-contributing.

4. Modification of Coverage. The CITY reserves the right at any time during the term of this Contract to change the amounts and types of insurance required hereunder by giving CONTRACTOR ninety (90) days' advance written notice of such change. If such change should result in substantial additional cost to CONTRACTOR, the CITY agrees to negotiate additional compensation proportional to the increased benefit to the CITY.

5. Failure to Procure Insurance. All required insurance must be submitted and approved by the Office of the City Administrative Officer, Risk Management prior to the inception of any operations by CONTRACTOR.

CONTRACTOR'S failure to procure or maintain required insurance or a self-insurance program during the entire term of this Contract shall constitute a material breach of this Contract under which the CITY may immediately suspend or terminate this Contract or, at its discretion, procure or renew such insurance to protect the CITY'S interests and pay any and all premiums in connection therewith and recover all monies so paid from CONTRACTOR.

6. Workers' Compensation. By signing this Contract, CONTRACTOR hereby certifies that it is aware of the provisions of Section 3700 *et seq*., of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake

self-insurance in accordance with the provisions of that Code, and that it will comply with such provisions at all time during the performance of the work pursuant to this Contract.

7. California Licensee. All insurance must be provided by an insurer admitted to do business in California or written through a California-licensed surplus lines broker or through an insurer otherwise acceptable to the CITY. Non-admitted coverage must contain a **Service of Suit** clause in which the underwriters agree to submit as necessary to the jurisdiction of a California court in the event of a coverage dispute. Service of process for this purpose must be allowed upon an agent in California designated by the insurer or upon the California Insurance Commissioner.

8. Aggregate Limits/Impairment. If any of the required insurance coverages contain annual aggregate limits, CONTRACTOR must give the CITY written notice of any pending claim or lawsuit which will materially diminish the aggregate within thirty (30) days of knowledge of same. You must take appropriate steps to restore the impaired aggregates or provide replacement insurance protection within thirty (30) days of knowledge of same. The CITY has the option to specify the minimum acceptable aggregate limit for each line of coverage required. No substantial reductions in scope of coverage which may affect the CITY'S protection are allowed without the CITY'S prior written consent.

9. Commencement of Work. For purposes of insurance coverage only, this Contract will be deemed to have been executed immediately upon any party hereto taking any steps that can be considered to be in furtherance of or towards performance of this Contract. The requirements in this Section supersede all other sections and provisions of this Contract, including, but not limited to, PSC-3, to the extent that any other section or provision conflicts with or impairs the provisions of this Section.

Form Gen. 146 (Rev. 6/12)

Required Insurance and Minimum Limits

Name: Close Range International, Inc. Date: 2/18/2021

Agreement/Reference: Security Guard Services for the City of Los Angeles

Evidence of coverages checked below, with the specified minimum limits, must be submitted and approved prior to occupancy/start of operations. Amounts shown are Combined Single Limits ("CSLs"). For Automobile Liability, split limits may be substituted for a CSL if the total per occurrence equals or exceeds the CSL amount.

Limits

✓ **Workers' Compensation (WC) and Employer's Liability (EL)**

WC *Statutory*

EL 1,000,000

- ● Waiver of Subrogation in favor of City
- ☐ Longshore & Harbor Workers
- ☐ Jones Act

✓ **General Liability** 5,000,000

- ● Products/Completed Operations
- ☐ Sexual Misconduct
- ☐ Fire Legal Liability
- ☐

✓ **Automobile Liability** (for any and all vehicles used for this contract, other than commuting to/from work) 2,000,000

___ **Professional Liability** (Errors and Omissions)

Discovery Period

___ **Property Insurance** (to cover replacement cost of building - as determined by insurance company)

- ☐ All Risk Coverage
- ☐ Flood
- ☐ Earthquake
- ☐ Boiler and Machinery
- ☐ Builder's Risk
- ☐

___

- ☐

___ **Surety Bonds -** Performance and Payment (Labor and Materials) Bonds

___ **Crime Insurance**

Other: Provided to: Louis Laudermilk, Serial No. N1117, (213) 486-0112

ATTACHMENT B

STATEMENT OF WORK

STATEMENT OF WORK

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The following tasks and work activities are general minimum work and services that the security personnel will perform, and are applicable to all City facility/site locations and security posts:

1.0 Contractors' Responsibilities

The Contractor shall be responsible to perform the work and services described within this statement of work. The Contractor, at its own expense, shall provide and furnish all labor, training, equipment, vehicles, bicycles, protective equipment, guard tour management/monitoring systems and supplies for the assigned Security Guards for their performance of security services as specified. This responsibility includes the tools, equipment, supplies, and methods used to perform the security work, and protections of property of every description used in connection therewith. Facility Post orders shall be drafted by the Contractor in collaboration with facility management.

The Contractor shall supply the City with security personnel who have been properly screened, trained, qualified, and/or certified, and who meet the minimum requirements and qualifications described within the Agreement. The City reserves the right to perform background checks, to interview all guards prior to their being assigned to the contract, and to accept or reject them.

The Contractor shall provide patrol services, on foot, bicycle, or in a vehicle, and attendance at all court ordered proceedings, as required. The Contractor shall also ensure all required permits and/or licenses are maintained up to date at all times. All charges, taxes, fees and costs shall be included in the fees for the work under this Contract.

The Contractor, at their expense, shall provide and furnish all labor, equipment, vehicles, bicycles, protective equipment, guard tour management/monitoring systems and supplies for the assigned security guards for their performance of security services as specified.

The Contractor shall ensure that each employee be issued a copy of the Statement of Work and sign a waiver acknowledging the receipt of the Statement of Work prior to working under this contract. The waiver shall be placed in their personnel file.

1.1 Supervision

Security guards shall be sufficiently supervised by the Contractor's supervisory staff. The Contractor shall employ at least one supervisor on each work shift for all locations. The Contractor's supervisors are expected to travel to assigned facilities on a regular basis to work with their subordinates. Supervision checks are required to be conducted at least once a day per site and should be variable throughout the week.

The Contractor will be warned in the event of a missed site visit. After an issued warning, liquidated damages of $100 will be assessed for subsequent occurrences. The City may remove the site from the Contractor's assigned locations or may remove the supervisor from the location upon the continued occurrences.

Supervisory checks shall be documented on a daily activity report including a brief description of actions taken by the supervisor and the information disseminated.

Contractors shall submit a field supervisor site visit log that lists all locations that the supervisor visited during a shift. The log shall be submitted to the Contract Administrator on a monthly basis at the time of submission of all invoices to be paid. The format shall be mutually agreed upon.

The Security Services Division (SECSD) supervisors shall maintain overall supervisor responsibility for the duty and assignment of contract personnel (supervisors and guards) assigned to work under this contract. In-lieu of a supervisor, any SECSD Officer shall maintain the lead responsibility of a location and/or assignment and, during an incident, shall be guided by a supervisor and maintain lead responsibility until a field supervisor responds to location.

1.2 Duties and Performance

Contract security supervisors and guards shall possess basic writing skills and basic computer skills. They shall have the ability to work independently and the ability to communicate with the public and City employees.

Contract security supervisors and guards shall have satisfactorily completed the State of California training requirements for security guards as listed by the Department of Consumer Affairs – Bureau of Security and Investigative Services.

Contract security supervisors and guards must have a working knowledge of California Penal Code sections which are pertinent or applicable to guard services.

Contract security supervisors and guards shall maintain a working knowledge of their assignments and follow procedures for each assigned location as specified in the Post Orders. This may include such duties as locking and unlocking the facility, providing area control and building security, completing daily activity reports, operating a lost and found log, storing articles, monitoring camera systems, responding to alarms, raising and lowering flags, securing safes, providing information to the public, and reporting malfunctioning equipment, hazardous and/or other safety conditions. Where required, security personnel shall ensure to verify city identification and permit only authorized personnel access to closed or restricted facilities. Contract security supervisors and guards may be required to testify in court ordered proceedings.

Contract security supervisors and guards shall be in uniform and remain alert, engaged, observant, and responsive at all times.

Contract security supervisors and guards shall not leave their assigned post until properly relieved. Should the relief guard be delayed or absent to an assigned post, the Contractor shall ensure there is a security guard always present at their assigned location.

Security guards shall be punctual and report to their assigned post on time. Guards reporting to cold start[1] sites shall report on time but no later than 7 minutes after the assigned start time. The Contractor will be warned for the first instance for a late report to a cold start site. After warning, the contractor will be assessed liquidated damages in the amount of $100 for subsequent occurrences of late reports to an assigned cold start site. The City may remove the site from the Contractor's assigned locations or may remove the guard from the site for continued occurrences.

Security guards shall check in to their Guard Tour Management System (GTMS) (aka Guard Tour Monitoring System) tour location at the specified interval per the Post orders. The Contractor will be warned when a security guard fails to report to a GTMS tour location at the required interval. The Contractor will be assessed liquidated damages in the amount of $100 for subsequent occurrences of failed GTMS tours at the required interval per the Post orders for each location. Subsequent and continued failures to report to a GTMS tour location at the required interval, may result in removal of the site from the Contractor's assigned locations or removal of the security guard from the location.

The Contractor's Field Supervisor shall:

a. Respond to on site emergencies or requests for assistance
b. Observe guards' work performance and correct any deviations from acceptable practice or procedures
c. Update post orders and explain new procedures to guards
d. Enforce contract regulations
e. Prepare and supervise work schedules
f. Maintain liaison with Contract Security Liaison and/or City staff
g. Schedule and monitor training
h. Conduct investigations and prepare incident and/or other pertinent reports as required
i. Conduct supervisory checks at all City site/facilities locations, Post Orders, buildings, grounds, and related properties, as necessary to provide quality control and assurances of security services provided
j. Provide onsite training as well as technical and administrative advice to security guards
k. Field Supervisors are prohibited from conducting self-post checks

1.3 Prohibited Activity

Security guards shall remain diligent in their duty and shall maintain proper attention to duty while working under this contract. While on duty, the following activities are prohibited at all assignments:

- Reading newspapers, or other unofficial, non-job-related material;
- Sleeping, napping, or being physically fatigued to the point that adherence

[1] A cold start refers to a Post that is not staffed 24-hours where the responding security guard is the first to be assigned.

to the post duties are diminished;

- Having, watching, listening, or using any type of media device, electronic or otherwise, that is not issued by the Department, and is non-job related including, but not limited to, televisions, computer laptops, DVD players, CD players, IPODs, MP3 players, PDAs, Gameboys, etc.;
- Radios are generally prohibited, however, if circumstances require the need to obtain news updates regarding important current events, a radio kept at low volume and discreetly out of view is acceptable;
- Eating or snacking on food. Water and other non-alcoholic beverages are acceptable, but its consumption should not interfere with post duties;
- Consuming alcoholic beverages or any controlled substance;
- Consuming prescription or over-the-counter medication if it diminishes adherence to post duties;
- Unnecessary and prolonged visits by other officers (whether on-duty or off-duty), guests, or other City employees;
- Littering, creating, or leaving a disorderly work environment;
- Unnecessary and undue conversation;
- City telephones are for official use only. Personal telephone calls should be made during break periods. Mobile telephones should not be used while on post unless exigent circumstances exist;
- City computers are for official use only. Internet activity should be job-related; and
- Any other activity that would interfere or hinder an officer to perform his or her post duties.

1.4 Injury, Illness and Disability

Guards who become unable to fulfill the functions of the position, including but not limited to injury, illness, pregnancy, disabilities etc., shall report it to their employer immediately. The Contractor shall find reasonable accommodation for any light-duty/restricted duty personnel at the Contractor's expense. In such event, the guard shall not be assigned to any City facility.

1.5 Guard Replacements

The Contract Administrator may direct the Contractor to replace any employee, when found necessary or in the best interest of the City. In such event the Contractor shall remove the employee from service under the Contract until properly authorized by the Contract Administrator. No written or verbal explanation for removal shall be required or supplied by the City.

1.6 Absences

When the Contractor becomes aware that a security guard will be absent from an assigned site and there might be a delay in replacement coverage, the contractor shall

notify the City at the earliest possible time but not later than the scheduled start of shift and contractor must provide replacement coverage. Security guards shall not leave their assigned post until they are relieved. After warning, liquidated damages of $100 will be assessed for subsequent occurrences of a security guard leaving their assigned Post without being properly relieved by Contractor's personnel. The City may remove the site from the Contractor's approved sites or remove the guard upon continued occurrences.

2.0 Reports

Reports are common documents that are completed by contract guards during the course of their duty. The more common reports required to be submitted by the Contractor including the following, but are not limited to:

Incident Reports. An Incident report is a fundamental tool utilized by security guards to document notable events to include, but not limited to, reporting observations, injuries, property damage, and any other noteworthy events. The Contractor must submit a copy of the report to the Security Services Division (SECSD) Contract Security Liaison Unit by the next business day after the reportable incident.

If an incident is of a serious or newsworthy nature at a City facility, such as the following, the contractor shall give immediate notification to the Security Services Division on-duty Watch Commander and the Contract Security Liaison Unit. An incident report shall be completed and forwarded to the Contract Security Liaison Unit immediately, but no later than 24-hours after the incident.

- Any workplace violence incidents or concerns
- VIP arrest, death, or victim of a crime
- Major Vehicle Pursuits/Traffic Accidents
- Major Crimes/Hate Crimes/Hate Incidents/Gang Involvement
- Any Shooting
- Kidnapping
- Conflict with Religious Group(s)
- Sexual Assault
- Burglary
- Hostage Situation
- Controversial/Politically Sensitive Incidents
- Missing/Found Child
- Adult Critical Missing
- Incidents causing media attention
- Explosive Device
- Unusual Occurrences (major fire, civil disturbance, aircraft incidents, chemical spills, natural disaster, significant hazmat, etc.)
- Damage to City equipment and/or facilities
- Any significant tip or lead indicating a possible terrorist threat to any City facilities or impacting the City of Los Angeles

Use of Force Report. Whenever a private contract security guard assigned to a City facility has been involved in a Use of Force (UOF) during the course of his/her duties shall make immediate notification to the Security Services Division Watch Commander.

A Contract Security Supervisor shall respond to the location to conduct an independent investigation. The involved Contract Security Guards shall remain on duty until LAPD and the Contract Security Supervisor complete their investigation.

All incident reports (completed by the contract guards and supervisor) shall be submitted to the Contract Security Liaison Unit immediately and no later than 24 hours after the incident.

During the involvement of a use of force, if the contract guard is the victim of a crime, the contract guard shall request for a Private Person's Arrest (PPA). The PPA allows LAPD to follow up and file charges against those who victimize our contractors. The contract guard(s) shall complete the applicable incident reports prior to going end of watch and shall be compensated by the contracting department.

All use of force investigation involving contract guards shall be investigated by SECSD, or another LAPD division. Any contract guards involved in the use of force incident shall remain on-duty until interviewed and recorded by the assigned sworn supervisor.

The SECSD Commanding Officer (CO) shall determine the work status for each contract guard(s) involved in the use of force incident. Depending on circumstances of the incident, the CO will determine to allow the contract guard to either remain on-duty or removed from assignment pending the outcome of the UOF investigation.

Contract Security Supervisor shall coordinate with the Contract Security Liaison staff within 3 business days to further discuss and review the act of force. Contractor will be warned when failing to meet this standard and will be assessed liquidated damages of $100 for all subsequent occurrences.

3.0 Personnel

The Contractor shall supply the City with security service personnel who are properly trained, qualified, and/or certified, and who meet the minimum requirements and qualifications called for in the Agreement. The City reserves the right to background check and/or interview all guards prior to being assigned to the Contract, and to accept or reject them.

The Contractor's security personnel shall be expected to maintain professional, courteous, and appropriate conduct, and shall adhere to all policies, rules, and orders regarding such conduct. Security guards shall maintain both a personal and uniform appearance that is neat, clean, and professional, and one that adheres to established standards.

The contractor's workforce shall be English proficient and have the ability to communicate (read, write, speak and understand) in English and as set forth in regulations, written orders, instructions, and training instructions. They should be in general good health and physically capable of performing the essential functions of the position.

3.1 Security Guard Types and Qualifications

Unarmed Security Guard: The minimum requirements for this position are one year of customer service work experience and possession of a valid guard card.

Armed Security Guard: The minimum requirements for this position include one year of experience as an armed security guard.

Armed Security Shift / Field Supervisor: The minimum requirements for this position include two-year experience as an armed security guard.

Professional Security Guard: The minimum requirements for this position include one- year experience as an armed security guard or one-year experience as a Peace Officer with a governmental organization. Additionally, candidates are subject to a final review by the Contract Administrator prior to deployment. Additionally, Professional Security Guards are required to possess and carry a California Basic POST certificate.

Post Commander: Onsite Supervisor, where direct supervision is required. The minimum requirements for this position include one year of experience as an armed security guard.

3.2 Licenses and Permits

The City requires that the security personnel shall possess all valid and current licenses, permits, certificates, and training as required in the performance of their duties, and have successfully passed a criminal background check. The required documents must include the following, which should be carried in their possession while on duty at any City site and a copy shall be maintained in the contractor's personnel files.

a) California Operators Driver's License or California I.D.
b) Valid Guard Card.
c) Valid Firearms Permit (for Armed and Professional Security Guards).
d) Valid Baton Permit (Side Handle/Expandable).
e) Valid Tear Gas Permit (Oleoresin Capsicum (OC)/Pepper Spray.
f) First Aid and CPR cards.
g) Company identification card.
h) Commission Investigation Division (CID)/Tax Permit

Personnel without valid permits will be immediately removed from their assigned post and will not be returned to a post assignment at any City facility until the card(s) is/are renewed, unless the renewal has been initiated and is pending issuance, for which a reasonable amount of time will be allowed.

Commission Investigation Division (CID) Registration. L.A.M.C. 52.34 – Each Contractor must be registered with the Board of Police Commissioners to receive a Commission Investigation Division (CID) Identification Card. Each individual security guard shall register with the Board of Police Commissioners and carry a current CID Identification Card for each company for which they work. CID will background check all officers and issue CID Cards.

Officers must maintain and carry a current CID Card, while employed as a contractor for the City of Los Angeles. Permits must be renewed annually. For further information, contact CID at (213) 996-1258.

3.3 Contractor Checklist

Contractor is required to complete a checklist verifying the compliance with all background, licenses and permit requirements prior to a guard's initial deployment into the City contract. The checklist shall be placed in their personal file and the contractor shall provide a copy upon request. In an emergency only, the checklist must be completed prior to the end of the next business day following the initial deployment.

This checklist shall include the completion of an orientation, receipt of the Statement of Work and attendance of mandated training described within this contract. This checklist shall be updated annually to ensure proper compliance with the contract.

3.4 Physical Examination

Security Guards assigned to work under the terms of this Agreement shall be in good physical condition and capable of fulfilling all work under this agreement.

3.5 Criminal Background Check

The Contractor shall complete a criminal background check of all security personnel prior to assignment under the Contract, and prior to assigning personnel to City facilities, sites, and/or posts. Thereafter, the Contractor shall conduct checks annually or any time deemed necessary by the Contract Administrator. The criminal background check shall be for felony, misdemeanor, and traffic violations within the United States and in any other countries that the individual has resided within the last 10-years. Any security guard found failing to divulge a felony or misdemeanor conviction must not be assigned to the City's security services contract. All costs related to the background checks shall be at the Contractor's expense.

Security Guards, Post Commanders, and Field Supervisors who have been involved in any of the following will not be accepted nor assigned to City security service:

- Weapons Violations
- Felony Conviction
- Violent Misdemeanor Conviction
- Sex Crime Conviction
- Military discharge other than honorable
- Pattern of irresponsible behavior including, but not limited to: driving record (reckless driving, DUI, license suspended or revoked), employment record (excessive absenteeism, equipment abuse, disciplinary problems, insubordination)
- Verification for above violations, military conduct, and crime will be done through California Department of Justice, DMV, and/or FBI.

3.6 Terminated Security Guards

Contractor shall not assign any Security Guard, Field Supervisor, Post Commander or personnel at City locations who have been previously terminated by the City on Contract without the written consent by the Contract Administrator.

3.7 Personnel Levels

The Contractor shall have the capability to provide the number of security guards required to perform regularly scheduled work and to meet the emergency requirements that result from civil disturbances, riots, war, terrorism, natural disasters, labor actions/strikes, and new legislation or executive orders.

The Contractor shall maintain ongoing recruitment for a sufficient number of cleared, trained, and equipped personnel to perform the required work, including backup coverage for security guards who are absent for any reason.

The Contractor shall provide relief personnel as necessary and/or work overtime at no additional cost to the City to ensure that each assignment and Post Order are performed as required.

The Contract Administrator shall have the right, in its absolute discretion, to require the removal of Contractor's personnel, at any level, assigned to the performance of the contract, if such removal is considered necessary and in the best interests of the City. Such personnel shall be promptly removed from the project by the Contractor at no cost or expense to the Contractor Administrator. Further, an employee who is removed for any reason shall not be reassigned to another City facility unless reviewed and approved by the Contract Administrator. The Contractor shall be required to provide a list of removed personnel at the request of the Contract Administrator.

3.8 Subcontractors

Unless otherwise provided or approved by the City, the Contractor shall use its own employees to perform the services described in this Contract. The Contractor shall not use subcontractors to assist in performance of the Contract without the prior written approval of the City. If the City permits the use of subcontractors, Contractors shall remain responsible for subcontractors in meeting all the requirements and performing all aspects of this Contract. The City has the right to approve Contractor's subcontractors and determine an appropriate percentage a Contractor can utilize subcontractors based on the overall services. The City reserves the right to remove or request replacement of subcontractors. The City does not have any obligation to pay Contractor's subcontractors, and nothing herein creates any privity between the City and the subcontractors.

3.9 Personnel Packages

The Contractor shall maintain personnel files and the Contract Administrator shall have the right, at any time, to review and inspection said files, to verify the contractor's compliance with requirements.

The background investigation and personnel files of candidates for the Professional Security Officer shall be reviewed and approved by the Contract Administrator prior to deployment.

4.0 Training

The Contractor shall conduct an orientation that will include, but not be limited to the following topics: Contractor's expectations, goals and guidelines, guard standards of conduct/code of ethics, the Contractor's chain of command and contacts, policies and procedures, legal authority and limitations, sexual harassment, discrimination, workplace violence, employee assistance program, etc. Regular, on-the job training shall, at a minimum, consist of site/facility/location familiarization and understanding the City of Los Angeles and Post Orders.

4.1 Mandated Specialized Training

The Contractor shall establish company policies and develop a curriculum of specialized trainings that will include, but not limited to, use of force, de-escalation, anti- discrimination, and cultural diversity. The Contractor shall ensure their security guards receive these specialized trainings prior to working under this contract. Policies regarding the specialized trainings shall be included in the contractor's Post Orders. The security guards are required to uphold and comply with the policies.

The Contract Administrator may determine future training requirements of the contractor, as applicable.

4.2 Training Record

The Contractor shall maintain a training record for each Security Guard and Field Supervisor assigned to a City facility. The training record shall show, as a minimum, the employee's name, date of employment, and the different types of training provided. Such records shall be maintained in the personnel files.

5.0 Grooming

The Contractor shall establish and enforce rules of cleanliness and neatness for all security personnel. All uniforms and equipment shall be maintained in a clean, serviceable condition and shall be ready at all times for immediate use. Leather equipment shall be kept dyed, shined and shall be replaced when it is cracked or worn out.

5.1 Personal Appearance

Security guards shall maintain a neat, clean, well groomed, and professional appearance at all times.

a) Hair shall be properly trimmed and shall not extend below the top of the shirt collar nor cover any portion of the ear; nor should hair extend below the bottom edge of the collar or interfere with vision in any way.

b) Sideburns shall not extend beyond a point even with the bottom of the ear lobe and shall extend in a clean-shaven, horizontal line. Sideburns shall be trimmed and neat in appearance.

c) A short and neatly trimmed mustache of natural color may be worn. Mustaches shall not extend below the border of the upper lip or the corners of the mouth and may not extend to the side more than one-half inch beyond the corners of the mouth.

d) Neatly-trimmed beards are allowed and must have a natural color with no exotic patterns or designs. All facial hair shall be evenly trimmed with a minimum length of 1/8 inch (3.5mm) in length and shall not exceed 1/2 inch (approximately 13mm) in length. Beards are not authorized until the minimum length is achieved, thus personnel must grow their beards to the minimum length during their time off or away from City service. The neck must remain clean-shaven, and the perimeter lines of the beard shall be neatly trimmed and defined. All personnel shall maintain a professional appearance, regardless of the actual length of their facial hair or the time spent attempting to grow facial hair. Other forms of facial hair such as anchor patches, soul patches, goatee beards or other patch-style hair are not permitted. Additionally, shaving, waxing, plucking or otherwise, removing hair from the beard for the purpose of aesthetic or artistic grooming (shaping, pencil thin, trimming, designer beard, “chin strap" beard, etc.) or other cosmetic effects are prohibited. In defining a beard border, the beard shall not extend down the crease of the neck nor up onto the cheeks under the eye. Personnel who are unable to grow their facial hair into a full, neat, and professional-looking beard will not be authorized. Once an employee has grown their permissible facial hair to a fully filled-in professional length it is to be consistently maintained. This policy is not intended to allow personnel to avoid shaving during their regular duty days. Permission to wear beards can be withdrawn by the Contract Administrator or Chief of Police at any time and at his or her sole discretion.

e) Fingernails shall not extend more than one-quarter inch from the tip of the finger or interfere in any way with performance. Uniformed female employees may only wear clear or neutral (beige or cream) nail polish (white nail tips are allowed) without decals or ornamentation and shall not detract from uniform appearance. Male employees may only wear clear

fingernail polish.

f) No visible tattoos.

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g) No earrings or facial rings of any size.

5.2 Exception to Uniform and Grooming Standards; Religious or Medical Accommodation.

Employees may request an exemption from these uniform and grooming standards when a need exists due to a sincerely-held religious belief and/or practice, or for a bona fide medical condition, and such exemption does not prevent the employee from fulfilling all of their regularly assigned job duties. Examples of such exemptions may include head coverings, clothing items, objects, symbols, hair and grooming standards (such as beards), and other items of dress. Items of dress shall be a color that closely resembles that of the employee's assigned uniform.

6.0 Uniforms, Equipment, and Supplies

The Contractor shall provide each security guard with all equipment necessary to perform their duties including but not limited to: flashlights; two-way radios; protective equipment; cell phones; uniforms; a contractor-issued identification card with company logo, guard name and photo; bicycles; vehicles for patrol; and other related supplies and equipment. All equipment shall be furnished, maintained, and paid for by the Contractor with said cost included in the labor rate for each of the various services performed by the Contractor.

6.1 Uniforms

The Contractor shall ensure that all on-duty guards wear complete uniforms and equipment approved by the Contract Administrator and that they shall carry in their possession a contractor-issued company identification card. The Contractor's Security Guards will be issued uniforms by the contractor, which must be well-fitted, clean, neat, uniform for all personnel assigned, and worn at all times during the performance of their work.

Uniforms closely resembling those worn by City security or police personnel are not authorized and will not be approved. Black or dark blue colored uniforms are not authorized.

Note: Professional Security Guards may wear plain clothes/business suit depending on assignment.

The uniform shall consist of the following:

- Uniform Shirt and Trousers
- Badge

- Nameplate
- Company identification card
- White Crew Neck T-Shirt (worn under the uniform shirt)
- Jacket (matching color of trousers, optional wear)
- Tie (worn with long sleeve shirt, double Windsor "redi-tied" knot)
- Tie Bar (worn level with the bottom points of the shirt pocket flaps)
- Contractor insignia shall be on badge and arm patch, where applicable. "City of Los Angeles" shall be incorporated into arm patch on all uniforms and jackets worn while working on City sites. Badge and arm patch shall be approved by Contract Administrator. Contractor shall require the return of any such insignia or patches upon completion of any Security Guard's assignment with the City. Security Guards may not wear any items that might tend to identify them as police officers or employees of the Los Angeles Police Department.
- Trouser Belt (worn under the Sam Browne)
- Socks
- Cap (optional)
- Rain gear (as needed)
- Shoes (solid black, leather, military type)

6.2 Utility Belt/Equipment

The following equipment is authorized to be worn with their Sam Browne Belt for use by Contract Security Guards (Armed/Unarmed where appropriate) while on duty and at City facilities.

- Four (4) Belt Keepers
- Side Handle Baton and/or Expandable Baton with Ring Holder (24-inch)
- Pepper Spray in Holster
- Handcuffs with Case Holder and key (minimum one pair)
- Key Holder
- Radio
- Firearm (if applicable)
- Magazine pouch (if applicable)

6.3 Firearms and Ammunition

If requested and permitted to carry a firearm while performing security duties, Armed Security Guards are authorized to carry firearms which they have been certified by Bureau of Security and Investigative Services (BSIS and on their current and valid Firearms card. Armed Security Guards are limited in possessing the following: .38 caliber revolver (6-round revolver), a 9 millimeter, or a .40 caliber semi-automatic handgun. Firearms must be carried in an appropriate side holster at all times except when legally necessary or an emergency circumstance exists.

The following are the only approved ammunition to be carried by the Armed Security Guards:

- Speer Gold Dot, .38 Special +P, 135 grain, GDHP, Product No. 53921
- Speer Gold Dot G2, 9 mm Luger, 147 grain, Product No. 54226
- Speer Gold Dot G2, .40 Smith & Wesson, 180 grain, Product No. 53999

Armed Security Guards shall carry two (2) fully loaded speed loaders or two (2) full loaded magazines specifically made for their firearms make and model with case holders are required as part of their equipment to hold extra rounds, not including the rounds already in the firearm.

In extenuating circumstances, the Contractor may submit a request to the Contract Administrator for the allowance to use another brand of ammunition. At the approval of the Contractor Administrator, Contractors may purchase and issue the authorized ammunition to their armed guards. Contractors shall ensure to issue the same brand ammunition to their armed security guards. Armed security guards cannot mix and match ammunition and shall deploy the same brand of ammunition with their firearms.

6.4 Safety

The Contractor shall observe the following safeguards regarding the use of firearms and batons at any and all work sites. This includes, but is not limited to, the distribution of the following safeguards to all Security Guards currently on Post:

a) At NO time will security weapons (i.e., firearms and batons including belt and ammunition), be stored at City sites where security services are being provided.

b) At NO time are the Sam/Sally Browne utility belts, firearms, batons or ammunition to be removed by the Security Guard or left unattended at any City site unless under extreme emergency or in a life-threatening situation.

c) Firearms and batons are NOT to be utilized as a measure of threat nor intimidation but are to be used in a life threatening or restraint situation only.

d) Firearms are NOT to be removed from the Security Guards holster except in a life threatening or restraint situation or when being inspected by the Contract Administrator, Contract Security Liaison, LAPD sworn supervisor, or an emergency exists.

e) Any discharge of a firearm must be reported immediately to the Security Services Division (SECSD) on-duty Watch Commander and Contract Security Liaison for investigation.

f) Loss, theft or misuse of any equipment must be reported immediately to the SECSD on-duty Watch Commander and Contract Security Liaison.

g) Security Guards shall not clean any weapon in or around City facility locations.

h) Unauthorized weapons, holsters, ammunition nor any other uniforms or equipment are expressly prohibited.

All armed contract personnel shall adhere and abide by California Penal Code referencing the proper transportation of their firearms.

6.5 Radios/Cellular Telephones

The Contractor shall furnish each Security Guard with 2-way radios and/or cellular telephones capable of transmitting and receiving clear messages over the required distance within the assigned facility/site or Post and to a Communications Center where emergency services can be immediately requested. The radios and cell phones shall be furnished, maintained, and paid for by the Contractor. The cost is included in the fee schedule set forth herein for each of the various services performed by the Contractor.

There are designated LAPD locations/assignments in which SECSD will assign an LAPD radio at an outlying post location or may issue a radio to the Security Guard. The Security Guard shall maintain responsibility, maintenance and use of the radio when assigned at these respective locations and, if issued, upon completion of their assignment, return the radio. The Security Guard shall make notification to the on-duty Watch Commander should there be any issues with the radio (broken, not operating properly, etc.).

6.6 Vehicles

When the City requires the Contractor to use a vehicle, it shall be the responsibility of the Contractor to furnish properly insured vehicles, in good operational and mechanical condition. Vehicles must be properly marked with the company name and logo.

Security personnel shall possess a valid California Driver's License.

6.7 Bicycle Patrol

Contractor shall provide bicycle patrol Security Guards with bicycles, helmets, and relevant equipment suitable for law enforcement patrols and activities.

7.0 Guard Tour Management System

The Contractor shall provide a Guard Tour Management System (GTMS) (also known as Guard Tour Monitoring System) capable of real-time results acceptable to the City. This will be done at the Contractor's expense within 30 days following the execution of this Contract. The Contractor will be responsible for maintaining the system and replacing it if it becomes inoperable. The system should accurately track the reporting times, meal times, end times, and patrol locations of each Security Guard, verifying that they are at work on time and patrolling each location based on the existing Post Orders. Security personnel shall ensure required patrols are captured via the GTMS. The system needs to be available in real-

time on the Contractor's web portal and provide alert methods such as automated e- mail notifications to the Contract Security Liaison Unit and/or designated City representatives for instances of late arrival by security guards. Field Supervisors are required to sign-in and sign-out in the GTMS and reflected on the Field Supervisors' logs when performing sites visits.

A web portal system shall be established and maintained and must contain any information requested by the contract administrator. The system should be available in real-time and directly accessible by LAPD authorized personnel as requested by the Contract Administrator.

8.0 Emergency/Urgent Coverage

In case of a need for emergency services, coverage shall be provided and scheduled in accordance with the terms and conditions as requested for non-scheduled needs and augmentation of security guards to meet City security needs/contingencies. It will be the Contractor's duty and responsibility to provide security services for emergency/urgent coverage as required by the circumstances, at attentive rates in the Fee Schedule, for work approved and authorized by the Contract Administrator.

8.1 Emergency/Urgent Services Personnel Requirements

Emergency/urgent services personnel shall meet all the training qualifications and requirements specified in this Contract.

8.2 Reverting to Regular Schedule

The Contractor's personnel responding to emergency/urgent services shall revert back to regular security service/Post assignments on the first day after the authorized cancellation of the request for emergency services.

9.0 General Contract Requirements

All work under this agreement shall be performed in all respects in strict compliance with the specified requirements of the Contract.

A Contract Security Request shall be submitted for each request for security services at any City location and shall be reviewed and approved by the Contract Administrator prior to the working under this contract. These requests include adding services to pre-existing schedules/assignments. City will not pay contractor for security services to any city site without such prior authorization from the Contract Administrator

The Contract Administrator has the right to obtain, from the Contractor, any security guards' schedules, Post Orders, and facility procedures upon request for any assignment.

9.1 Reverting Site Locations to City Security Forces

The City reserves the right to have any City facility/site location revert from utilizing Contract security services to City security forces, as determined by the Contract Administrator.

9.2 Added Site Locations As Needed

As needed and necessary, the Contract Administrator will contact the Contractor to discuss added or deleted site locations for security services as specified at the time of need and under the same terms and conditions of the Contract. The Contractor is reminded not to schedule, provide, or render any security services to any City entity unless there is a written Contract Request Form authorizing such security services from the Contract Administrator. In such case, the Contractor shall refer said requests back to the Contract Administrator. The Contractor will not be paid for security services rendered without prior authorization by the Contract Administrator.

This Agreement shall be nonexclusive and the City reserves the right to procure additional Contractors under this Agreement, or to engage security services under a different agreement. The City may add or remove facilities, buildings and other locations from governance as it sees fit over the course of the Agreement. The City may supercede this Agreement with a replacement agreement.

9.3 Changes, Additions, and Deletions

The City reserves the right to monitor and review the City's security needs. As City security needs change or develop, the City may make changes, additions, and deletions in the Schedule of Work (hours, days, dates, times and sites). Should any changes be made, the Contractor shall provide written confirmation of the requested changes within three business days. After warning, the City will be entitled to liquidated damages of $100 for all subsequent occurrences. The

Contractor shall perform the work as changed and shall be paid for the actual quantity of work performed by such changes, whether increased or decreased.

When necessary, the Contract Administrator will contact the Contractor to make any changes as required to amend, modify, or delete specific Contract and Post Orders when such amendment, modification, or deletion is determined by the Contract Administrator to be in the best interest of the City.

9.4 Holidays

The City shall have the right to request security coverage on and during all holidays observed by the City, State of California or United States, as each entity defines them, and including any specially proclaimed or designated holidays. City Holidays are as follows (in the event of a conflict, the City's official calendar shall prevail over the dates below):

New Year's Day	January 1
Rev. Dr. M. L. King Jr. Day	Third Monday in January
President's Day	Third Monday in February
Cesar Chavez Day	Friday or Monday nearest to March 31
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Indigenous Peoples Day	Second Monday in October
Veteran's Day	November 11
Thanksgiving	Fourth Thursday and Friday in November

9.5 Contract Management

The Contractor shall designate a Contract Manager to provide day-to-day general administration and managerial direction of the required contract work and overall personnel administration of Contractor's assigned personnel. This person shall become the City's primary contact person and be available as needed for the administration and effective functioning of the requested security services required in the Contract.

During office hours, the Contractor shall respond to telephone calls from the Contract Administrator within 60 minutes. Emergency calls shall be returned immediately and not longer than 30 minutes regardless of the time or day the call is received. Electronic correspondence (email) shall be responded to within the next business day. After warning, liquidated damages in the amount of $100 per

incident may be assessed for responses exceeding the stated limits.

9.6 City and Contractor Staff Meetings

The Contractor shall meet with the Contract Administrator and/or their representative. As needed to discuss administration of this Contract. This includes but is not limited to: solutions to problems, quality of services, Contract compliance, changes in statement of work, discrepancy reports, invoicing, and status of services.

9.7 Contractor Transition and Cooperation

In accordance with the Service Contract Worker Retention Ordinance (SCWRO), all Contractors involved in any location coverage transition shall fully cooperate and assist each other to facilitate a smooth changeover during Contract implementation, for the term of the Agreement, and at Contract expiration. Any disputes, disagreements, and/or differences of opinions between the Contractors will be reviewed and resolved by the Contract Administrator. Such decisions are final and shall not be subject to further review

9.8 Non-Exclusive Agreement

The Contractor understands and agrees that this is a non-exclusive agreement to provide security services to the City and that the City has entered into other Contracts for the provision of security services. Execution of this Agreement does not guarantee that the City will request the Contractor to provide any services.

9.9 Accounting and Financial Records

Accounting and financial records shall be maintained in accordance with generally accepted accounting principles and practices. All records shall be maintained by the Contractor, and access shall be provided to the City during the entire term of the Contract

and for three (3) years after final payment is made by the City unless the City gives written permission to the Contractor to dispose of said records prior to the end of the retention period.

9.10 Audits and Inspection of Records

Upon receipt of reasonable notice and during the Contractor's regular business hours, the City can perform audits to inspect the records relative to the work performed under the Contract at any time as deemed necessary. The Contractor shall provide the City's authorized representative(s) or agent(s) such access to the Contractor's records and facilities housing the records to examine, audit, inspect, excerpt, photocopy, or transcribe the records relative to work performed including: payroll, employee wages, benefits, contract expenses, and other

documents relative to the performance of the contract requirements, terms, and conditions under the Contract.

9.11 Labor Activity

If any strike, boycott, picketing, work stoppage, slowdown or other labor activity is directed against the Contractor by its employees, or similar labor activity conditions are directed against the City by City employees which result in the curtailment or discontinuation of services performed hereunder, the City shall have the right during said period to employ any means legally permissible under law to have the work performed.

9.12 Compensated Benefits

Contractor's services are being performed as an independent contractor and not as an agent or employee of the City, therefore Contractor is not entitled to any vacation, sick leave, Worker's compensation, pension or any other City Benefits.

10.0 Invoices

For acceptable performance, the Contractor shall invoice the City monthly and shall be paid for the total number of hours worked in the previous month. Contractor shall send monthly invoices and supporting documents (see below) to the following email address:

SECSD_CONTRACT_SECURITY@lapd.lacity.org

The subject of the email should be entitled: "Contract Security Monthly Invoice"

Original invoices payable by other City departments shall be sent to the City department stated on the Contract Request Form; and any third-party using contract security services must be authorized and funded by a City department.

10.1 Submission

The invoices for services per Contract Request Form must be submitted on or before the 15th day of each month following the month in which services were rendered. If the 15th falls on a weekend, invoices will be due on the next business day.

10.2 Approval of Invoices

The Contractor shall prepare a monthly statement with current charges for work performed. Invoices shall be submitted with appropriate billing information including Contract number, invoice number for each site, and accounting summaries as required. The Contractor is required to submit a cover sheet, Guard Tour Report, back up, employee sign-in sheets, any correspondence

documenting extra coverage, and the field supervisor site visit log with all invoices. As part of the invoice, the Contractor is required to provide a list by location or City facility with the following information:

- Hours performed by date, day, and hours of coverage (starting time and ending time)
- Total hours for the day and total hours for the month
- The names of the Security Guards providing services

Those invoices not acceptable will be returned to the Contractor with detailed information to include, but not limited to, date and reason for correction. The Contractor shall have the opportunity respond to the requested corrections or to correct and re-submit within three (3) business days for further review. Failure to submit in a timely manner may further delay payments of an invoice.

In the event an invoice or portion thereof continues to be in dispute, the City may withhold any portion of an invoice it disputes in good faith. The City shall timely pay all undisputed portions of invoices in accordance with this section.

In the event a City Department utilizing this Agreement disputes any part of an invoice hereunder, they shall immediately fill out and submit to SECSD the most recent revised State of California Invoice Dispute Notification, STD. 209.

Contractor may elect to offer a “1/10 Net 30” discount. In such instance they shall write the words, “1/10 Net 30,” or words to that effect, on an invoice, or otherwise convey the offer to the City. For any such invoice, City may pay within 10 days of receipt and in such event shall be entitled to a 1% discount for the paid balance of the invoice.

City Departments/Offices utilizing this Agreement shall report expenditures for contract security services to SECSD by the 15th day of each month following the month in which said expenditures are paid.

LAPD is not responsible for any obligation owed by any other City Department/Office to any Contractor hereunder. LAPD shall not be required to enforce, communicate, arbitrate or mediate any monetary dispute between any other City Department/Office and any Contractor hereunder.

10.3 Fees

The Contractor shall submit invoices as described herein for the services performed for which payment is requested. Said services shall be billed in the amounts set forth in fee schedule identified as Attachment C and attached hereto and incorporated herein by this referral. The total dollar amount that the City will pay the Contractor for satisfactory services rendered under the terms of this contract may be up to, but not exceed, thirty million dollars ($30,000,000)

annually, or such amount as shall be set by the City as the aggregate annual spending limit of this Agreement.

10.4 Penalties/Damages

The Contractor shall perform all work under the Contract during the Contract Term/Period of Performance. If any work by the Contractor is deficient because of the failure to perform the work or meet the criteria of the work in accordance with the standards in this agreement, the Contract Administrator will report such deficiencies to the Contractor. If amounts are to be withheld or deducted from payments to the Contractor, the City will forward notice describing the reasons for said action.

The Contract Administrator will thereafter take the necessary action and based on a progressive system, corrective measures will be initiated in attempt to correct the

deficiency. The typical levels of the progressive system may involve discussions/ verbal warnings, liquidated damages and/or removal of services from assigned facility. The level determined appropriate for each deficiency will depend on a variety of factors that include the severity of the incident, previous performance work history, pattern of occurrences and impact to other security companies and/or City departments.

For the purposes of the contract, liquidated damages are defined as a means of compensation for breach of the contract. It is impractical or extremely difficult to ascertain the extent of actual damages resulting from the failure of Contractor to correct a deficiency within a specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages is $100 per infraction, or as specified in the Performance Requirements Summary chart (Exhibit 1 of this Statement of Work), and that Contractor shall be liable for the liquidated damages in said amount. Said amount shall be deducted from City's payment to contractor.

11.0 City's Responsibilities

The following are the City's responsibilities under the Agreement:

11.1 Authority and Duties of the Contract Administrator

The Commanding Officer, Security Services Division, is the Contract Administrator and shall represent the Chief of Police in the operation and management of this agreement. The Contract Administrator may make temporary changes in assignments, tasks, task frequencies, or methods. Any temporary changes shall not be considered modifications of the agreement and shall not affect the amount of payment to the Contractor.

11.2 Authority and Duties of the Contract Coordinator

The Contract Administrator may appoint an individual or individuals as City Contract Liaison Coordinator (Coordinator) to monitor and inspect the Contract performance of the security work. The Coordinator is not authorized to revoke any requirements of the Contract. The Coordinator is authorized to call to the attention of the Contractor any non-performance of security services for the work called under the agreement. The Coordinator shall in no case act as a foreman or perform any other duties for the Contractor, nor interfere with the management of the work under the agreement. Any advice given to the Contractor shall in no way be construed as Contract changes and binding to the City or releasing the Contractor from fulfilling all requirements of the agreement.

The Coordinator shall ensure the requesting department provide adequate and basic requirements for contract personnel assigned to their locations to include shelter from the elements and access to restrooms and hand washing station prior to the start of any assignment.

11.3 Authority and Duties of the Department/Office Representative

Departments or offices of the City utilizing this Agreement with the consent of the LAPD shall nominate a Department/Office Representative to be confirmed by LAPD in its granting of permission to use this Agreement.

11.4 Complaints

All complaints against Contractor's personnel shall be directed in writing to the Contract Administrator and notifications made to the Contractor.

12.0 Documenting Complaints

The Contractor shall complete a written narrative that includes a description of events that led to the complaint, including date and time of occurrence, a list of all involved persons, location of occurrence, nature of the complaint allegation(s), and statements (written, tape-recorded, or other) made by involved persons including the subject employee(s).

12.1 Complaints Reported to the City

The Contract Administrator shall notify the Contractor of any complaint received and work in cooperation with the Contractor to resolve the complaint.

12.2 Contract Personnel Complaint Investigation and Interview

The Contract Administrator reserves the exclusive right to immediately interview and investigate any employees under the control or direction of the Contractor, upon receiving any reported complaint or allegation of misconduct. Any employee

who declines or refuses to participate in an interview or cooperate with an investigation conducted by the Contract Administrator, shall be ordered by the Contractor to cooperate. Failure to cooperate with the investigation and interview conducted by the Contract Administrator or designee is considered as non-complying with this Contract requirement.

ATTACHMENT C

FEE SCHEDULE

FEE SCHEDULE FOR
SECURITY GUARD SERVICES
EFFECTIVE February 20, 2025
LIVING WAGE ORDINANCE

The following is the fee schedule for the different types of Security Guards defined in the Agreement.

Position	Security Guard		Security Guard / Bike		Security Guard / Vehicle	
	Regular	Overtime	Regular	Overtime	Regular	Overtime
Unarmed Security Guard	$30.65	$45.98	$32.15	$48.23	$33.65	$50.48
Armed Security Guard	$34.14	$51.21	$35.64	$53.46	$37.14	$55.71
Armed Security Shift Supervisor	$37.07	$55.61	$38.57	$57.86	$40.07	$60.11
Armed Security Field Supervisor	$37.07	$55.61	$38.57	$57.86	$40.07	$60.11
Post Commander	$38.56	$57.84	$40.06	$60.09	$41.56	$62.34
Professional Security Guard	$50.25	$75.38	$51.75	$77.63	$53.25	$79.88

- $1.50 will be added to the corresponding requested position and the appropriate level payment rate for a bike certified security officer.
- $3.00 shall be added to the corresponding requested position and the appropriate level payment rate for vehicle patrols.
- Compensation for Field Supervisors must be reviewed and approved in writing in advance of deployment, by the Contract Administrator.
- All hours worked on City designated holidays will be invoiced at the corresponding overtime rate per position.
- Overtime rates will be invoiced for the first 72 hours of newly requested assignments when less than 48-hours' notice is provided.
- Payment terms are net 30 after receipt and approval of the correct monthly invoice submitted for work performed at all sites assigned to the contract security company.
- Minimum of 4 hours billing for requests less than 4 hours.
- Rates will be adjusted each contract year, consistent with the living wage ordinance published for the corresponding fiscal year, or as they take effect.

ATTACHMENT D

CONFIDENTIALITY AGREEMENT

Professional Services Agreement

Confidentiality Agreement

I, _____, or the entity for which I am an employee, independent contractor, or subcontractor (hereinafter referred to as "Contractor"), have entered into a contract (hereinafter referred to as the "Agreement") with the City of Los Angeles to provide various services to the City of Los Angeles (hereinafter referred to as "City").

I will provide temporary services to City and as part of these services I will have access to confidential information. "Confidential Information" includes all data, records, documents, audio or visual recordings, materials, products, technology, computer programs, specifications, manuals, business plans, software, marketing plans, financial information, and other information disclosed or submitted, orally, in writing, or by any other media, to me by City pursuant to the Agreement or this Confidentiality Agreement, regardless of whether the information is marked or otherwise identified in writing as confidential, and regardless of whether the Confidential Information is received prior to execution of this Confidentiality Agreement.

I further understand that all Confidential Information provided to me by City, or accessed or reviewed by me during the performance of this assignment will remain the property of City.

I agree to use Confidential Information solely in connection with providing services to City under the Agreement and for no other purpose.

I agree not to provide Confidential Information, nor disclose its content or any information contained in it, either orally or in writing or in any form to transmit information, to any other person or entity, unless required by law or court order. I further agree not to make copies of any Confidential Information unless a formal request is made and approved by City.

I agree to promptly notify City of all requests, notices, subpoenas, pleadings, or other means, for the release of Confidential Information received by me.

I agree that I will not divulge to any unauthorized person, Confidential Information or any other information obtained while performing work pursuant to the Agreement between me and City.

I will be responsible for protecting the confidentiality and maintaining the security of all Confidential Information in my possession. I agree to use the same standard of care to protect City's Confidential Information as I use to protect my

own confidential and proprietary information, but not less than a reasonable standard.

Upon request by City, or completion or termination of my assignment under the Agreement, I will promptly return or destroy all Confidential Information in my possession at City's discretion, and provide City with written certification stating that such Confidential Information has been returned or destroyed.

This Confidentiality Agreement is to apply in conjunction with any prior confidentiality agreement between myself and City, and will not nullify such agreements; however, this Confidentiality Agreement will take precedence. Any conflicts with any other agreements will be modified to comply with the terms and intent of this Confidentiality Agreement.

I acknowledge that violation of this Confidentiality Agreement may subject me to civil and/or criminal action and that City will seek all possible legal redress.

_____ _____

Name of Signatory Contractor Signature

_____ _____

Signatory Title Date

Contractor Address:

_____

Agreement Number _____

FIRST AMENDED AND RESTATED PROFESSIONAL SERVICES AGREEMENT

between

THE CITY OF LOS ANGELES

and

THE GADITE GROUP INC.

for

SECURITY GUARD SERVICES

Said Agreement is Number C-141555-1

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FIRST AMENDED AND RESTATED AGREEMENT NO. C-141553
BETWEEN
THE CITY OF LOS ANGELES
AND
THE GADITE GROUP INC.

THIS FIRST AMENDED AND RESTATED AGREEMENT ("Agreement") is made and entered into by and between the City of Los Angeles, California, a municipal corporation (hereinafter referred to as the "City") acting by and through the Los Angeles Police Department (hereinafter referred to as the "LAPD" or "Department") and The Gadite Group Inc., a California corporation (hereinafter referred to as the "Contractor") (each a "Party" and collectively, the "Parties").

RECITALS

WHEREAS, Section 22.225.1 of Division 22, Chapter 11, Article 3 of the Los Angeles Administrative Code charges the Los Angeles Police Department (LAPD) with providing security services and patrol for City facilities; excluding Department of Airports, Department of Water, and Harbor Department facilities; and

WHEREAS, on February 20, 2020, the City issued a Request for Proposals (RFP No. 19-310-002), seeking qualified firms to perform the above-referenced security guard services; and

WHEREAS, the Contractor submitted a proposal in response to said RFP and the City found it to be satisfactory in response to the services required by the City, and determined that the Contractor had the experience and qualifications to provide the type and level of service required by the City; and

WHEREAS, on January 12, 2021, the Board of Police Commissioners approved the recommendation by staff of the selection of Contractor and authorized the LAPD to negotiate an agreement with the Contractor; and

WHEREAS, on February 21, 2022, the LAPD and the Contractor entered into Contract No. C-141555 ("Original Agreement") to provide professional security services and patrol for City facilities; excluding Department of Airports, Department of Water and Power, and Harbor Department facilities; and

WHEREAS, the Original Agreement was for three (3) years, which commenced on February 21, 2022 and will terminate on February 20, 2025; and

WHEREAS, the Contractor's services are of a professional, specialized, and occasional nature; and

WHEREAS, City has been using the Contractor's services and has a continuing need to do so; and

WHEREAS, City and Contractor now wish to enter into this First Amended and Restated Agreement to (1) extend the agreement for a period of two years, with a new expiration date of February 20, 2027, (2) increase the contractual not to exceed amount, for a new total not to exceed amount of $35,000,000 year across all security services contracts, (3) replace Standard Provisions for City Contracts (Rev. 9/22 [v.1]) with Standard Provisions for City Contracts (Rev. 1/25 [v.2]); replace Attachment C – Fee Schedule; and (5) make certain other changes deemed necessary by the Parties.

NOW THEREFORE, in consideration of the above promises, and of terms, covenants and considerations set forth herein, the parties do agree as follows:

SECTION 1.0
PARTIES TO THE AGREEMENT AND REPRESENTATIVES

1.1 Parties to the Agreement

The Parties to this Agreement are:

A. City –The City of Los Angeles, a municipal corporation, having its principal office at 200 North Spring Street, Los Angeles, California, 90012.

B. Contractor – The Gadite Group Inc., having its principal address at 7120 Hayvenhurst Avenue, Suite 104, Van Nuys, California 91406.

1.2 Representatives of the Parties and Service of Notices

The representatives of the respective parties who are authorized to administer this Agreement and to whom formal notices, demands and communications will be given are as follows:

A. The representative of the City shall be, unless otherwise stated in the Agreement:

Chief of Police
Los Angeles Police Department
100 West First Street, Tenth Floor
Los Angeles, California 90012

With copies to:

Commanding Officer
Security Services Division
Los Angeles Police Department
201 North Los Angeles Street, Suite 2
Los Angeles, California 90012
Phone Number: (213) 978-4660

B. The representative of the Contractor shall be:

Nune Gipson, President/CEO
The Gadite Group Inc.
7120 Hayvenhurst Avenue, Suite104
Van Nuys, California 91406
Phone Number: (818) 926-9005

C. Formal notices, demands and communications to be given hereunder by either party must be made in writing and may be effected by electronic mail (e-mail), personal delivery or by registered or certified mail, postage prepaid, return receipt requested and will be deemed communicated as of the date of mailing.

D. If the name of the person designated to receive the notices, demands or communications or the address of such person is changed, written notice will be given in accord with this Section, within five (5) working days of said change.

SECTION 2.0
TERM OF AGREEMENT AND SERVICES TO BE PROVIDED

2.1 Term of Agreement

This Agreement is effective as of the date by which the authorized signatories of each of the parties to the Agreement has signed the Agreement and the City Attorney has signed the Agreement as to form (“Effective Date”).

Unless terminated earlier pursuant to in PSC-9 (Termination), of the Standard Provisions for City Contracts (Rev. 1/25 [v.2], this Agreement will terminate on February 20, 2027.

2.2 Ratification

Due to the need for the Contractor's services to be provided continuously on an ongoing basis, the Contractor may have provided services prior to the execution of this contract. To the extent that the Contractor's services were performed in accordance with the terms and conditions of this Agreement, those services are hereby ratified.

2.3 Statement of Work to be Performed

A. During the term of this Agreement, Contractor shall provide the Services, and implement the tasks identified herein and in Attachment B, Statement of Work ("SOW"), and Attachment C, Fee Schedule, which are attached hereto and incorporated herein by reference.

B. All work and tasks are subject to City approval in accordance with the SOW. Failure to receive approval may result in the withholding of compensation for such work pursuant to Section 3.3, Method of Payment, of this Agreement.

C. Notwithstanding any other provision of this Agreement, the Contractor shall perform such other work within the SOW as necessary to ensure that the work provided under this Agreement meets the requirements set forth in this Agreement and all Attachments.

D. In the event that the City requires services in addition to those specified in this Agreement, Contractor agrees to provide such services in accordance with Section 7.3, Amendments, of the Agreement. Prior to performance of additional work, this Agreement will be amended to include the additional work and payment therefor.

SECTION 3.0
COMPENSATION AND METHOD OF PAYMENT

3.1 Compensation

A. The City will pay the Contractor for satisfactory services provided under this Agreement, in accordance with the wage rates specified in Exhibit C, Fee Schedule, of this Agreement, which are incorporated herein by this reference. On July 1 of each year of this Agreement, or such time as determined by the City Council, the payment rates reflected in Exhibit C, Fee Schedule, shall increase by the same dollar amount that the Living

Wage increases under the Living Wage Ordinance (Los Angeles Code Section 10.37 et seq.).

B. The City's obligation to make payments under this contract will be limited to the current appropriation(s) for that purpose. At the time of execution of this contract, the total appropriation(s) for the combined set of all LAPD security guard services contracts will not exceed Thirty-Five Million Dollars ($35,000,000.00) per year, including state and local taxes. The Contractor will not provide any services, goods or equipment, and the City will not pay for any services, goods or equipment provided, in excess of the funds appropriated by the City for this Contract.

C. Contractor's services are being performed as an independent contractor and not as an agent or employee of the City, therefore Contractor is not entitled to any vacation, sick leave, Worker's Compensation, pension or any other City Benefits.

D. Contractor understands and agrees that it may not make any financial commitment on behalf of the City, incur any cost or expense on behalf of the City, or obligate the City to make payments for any cost or expenses, unless authorized in the approved work plans.

3.2 Taxes

A. To the extent that any of the Services or Deliverables to be provided by Contractor hereunder are subject to any California sales and use taxes, City and Contractor acknowledge and agree that such taxes shall be collected from the City. Contractor acknowledges and agrees to remit the same to the appropriate tax collection authorities in the manner set forth under applicable law. Contactor shall be solely responsible for any uncollected and unremitted taxes due and owing to the appropriate tax collection authorities and shall indemnify the City for any losses in connection with any uncollected and unremitted taxes due.

3.3 Method of Payment

A. Invoices

The City shall pay the Contractor pursuant to the requirements of this Section 3.0 after receipt and approval of the Contractor's invoices by the City. To ensure that services provided under personal services contracts are measured against services as detailed in this Contract, the Controller of the City of Los Angeles has developed a policy requiring the following supporting documentation to be submitted with all invoices:

Billing and Invoicing Requirements

The contractor is required to submit invoices that conform to City standards and include, at a minimum, the following information:

i. Name and address of contractor
ii. Division and Department name and address where services were provided
iii. Date of invoice and period covered
iv. Contract number or authority (purchase order) number
v. Description of completed task and amount due for task, including:
    a. Name(s) of personnel working on task
    b. Hours spent on task and timesheet(s) supporting charges (if applicable)
    c. Rate(s) per hour and total due
vi. Certification by a duly authorized officer
vii. Discount and terms (if applicable)
viii. Remittance Address (if different from company address)
ix. Taxes (indicate taxable vs. non-taxable items)

B. All invoices shall be submitted on Contractor's letterhead, contain Contractor's official logo, or other unique and identifying information such as the name and address of the Contractor. Evidence that tasks have been completed shall be attached to all invoices.

C. Invoices and supporting documentation shall be prepared at the sole expense and responsibility of the Contractor. The City will not compensate the Contractor for costs incurred in invoice preparation. The City may request, in writing, changes to the content and format of the invoice and supporting documentation at any time. The City reserves the right to request additional supporting documentation to substantiate costs at any time.

Tasks that are completed by subcontractors shall be supported by subcontractor's invoices, copies of pages from reports or other unique documentation that substantiates their charges.

D. ***Failure to adhere to these policies may result in nonpayment or non-approval of demands, pursuant to Charter Section 262(a)***, which requires the Controller to inspect the quality, quantity, and condition of services, labor, materials, supplies, or equipment received by any City office or department, and approve demands before they are drawn on the Treasury.

City payments to Contractor shall be paid within 30 days after approval by City provided however, that City may withhold any portion of an invoice that it disputes in good faith. In the event an invoice or portion thereof is in dispute, City shall notify Contractor of the potential disapproval action and afford Contractor an opportunity to be heard prior to official disapproval.

City shall pay all undisputed portions of invoices in accordance with this Section.

E. Invoices that are payable by LAPD/Security Services Division (SECSD) shall be submitted to the following email address:

SECSD_CONTRACT_SECURITY@lapd.lacity.org
Subject: Contract Security Monthly Invoice

Original invoices payable by other City departments shall be sent to the City department stated on the Contract Request Form.

SECTION 4.0
PERSONNEL

4.1 Key Personnel

A. Project Manager

Contractor shall assign a project manager with full authority to administer the Agreement for Contractor.

B. Staff Size

The size of the staff employed by Contractor in the performance of the Services must be kept consistent with the staff size articulated in Attachment B, Statement of Work, and as is otherwise necessary to perform the services anticipated in this Agreement.

4.2 Changes in Key Personnel

Contractor agrees to minimize changes to its key project personnel. City shall have the right to request key project personnel changes and to review and approve key project personnel changes proposed by Contractor. City's approval of key project personnel assignments and changes shall not be unreasonably withheld.

4.3 Background Checks

To the extent permitted by applicable law, the City may conduct background checks at its expense on the Contractor, its employees, designated replacement employees, agents, and subcontractors who will have, or may have, access to City information and data during the performance of this Agreement. The Contractor recognizes the highly sensitive nature of such information and data and agrees to cooperate with the City and provide, to the extent permitted by applicable law, whatever information the City requires in order to conduct background checks including, but not limited to, verification of education and previous employment. The City may request changes to Contractor personnel pursuant to Section 4.2 of this Agreement in response to background check information, and the Contractor will accommodate such request for personnel changes. Both parties agree to keep the results of any background checks confidential in accordance with the provisions of Section 7.1, Confidentiality of Information, as permitted by applicable law. Disqualification of any member of Contractor's staff pursuant to this Section shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Agreement.

4.4 Training of Contractor's Personnel

Contractor shall be responsible for the provision of mandatory training for all staff at the time of initial employment and on an ongoing basis, as may be required by federal and State law. Contractor shall further be responsible for, and shall provide for, the training of all appropriate staff on all applicable state and County of Los Angeles policies and procedures relevant to the performance of the agreed upon services, as well as on any other matters that City may reasonably require.

SECTION 5.0
SUBCONTRACTORS

5.1 Subcontracts/Joint Participation Agreements

With prior written approval of the Department, Contractor may enter into subcontracts with other vendors for the performance of portions of this Agreement. Contractor shall at all times be responsible for the acts and errors or omissions of its subcontractors in the performance of this Agreement. Nothing in this Agreement shall constitute any contractual relationship between any subcontractors and the Department or any obligation on the part of the Department to pay, or to be responsible for the payment of any sums to any subcontractors.

5.2 Provisions Binding on Subcontracts

The provisions of this Agreement, which by their nature are required to be imposed upon subcontractors, shall apply to all subcontractors in the same manner as to Contractor. In particular, the LAPD will not pay, even indirectly, the fees and expenses of a subcontractor that do not conform to the terms of this Agreement.

SECTION 6.0
DISPUTES

The parties shall undertake to reach an amicable settlement in cases of Dispute. If an amicable settlement cannot be reached, or in the event of default that could result in termination of this Agreement, City and Contractor shall schedule a meeting of their representatives in a good faith attempt to resolve the issues in Dispute. The meeting shall allow for a detailed presentation of each party's views on the issues and potential solutions to the Dispute or default. If possible, the meeting should result in an agreed upon course of action to resolve the Dispute or default.

Contractor and City shall continue to perform any obligations under this Agreement during any Dispute.

The provisions of Sections 5.169 and 5.170 (Div. 5, Ch. 10, Art. 1) of the Los Angeles Administrative Code and Section 350 of the City Charter shall govern the procedure and rights of the parties with regard to claims arising from this Agreement.

SECTION 7.0
MISCELLANEOUS

7.1 Confidentiality of Information

Information, documents, records, software programs, and data furnished to Contractor by the City and other documents to which Contractor has access during the term of this Agreement are confidential information (hereinafter referred to as "Confidential Information"). Contractor may not disclose Confidential Information in any manner without the prior written consent of the City. Contractor must ensure that each employee or subcontractor hired by Contractor who is sent on an assignment under this Agreement will have executed a Confidentiality Agreement prior to commencing any assignment. The Confidentiality Agreement to be used is attached hereto as Attachment D.

Contractor and its employees or subcontractors may, in the course of the work, gain access to certain confidential City and/or other law enforcement agency information, including “Criminal History Information.” Accordingly, Contractor agrees to provide each of its employees and subcontractors who provide services at City of Los Angeles facilities with the provisions of the Crime Control Act of 1973.

Contractor must implement reasonable and prudent measures to keep secure and private all confidential and criminal history information, as defined in the Crime Control Act of 1973, which has been accessed during the performance of the Agreement.

7.2 Crime Control Act of 1973

Contractor shall adhere to the Crime Control Act of 1973. The term “title” means Crime Control Act of 1973, Title 1 – Law Enforcement Assistance. The term “criminal history information” includes records and related data contained in an automated criminal justice informational system, compiled by law enforcement agencies for purposes of identifying criminal offenders and alleged offenders and maintaining as to such person’s summaries of arrests, the nature and disposition of criminal charges, sentencing, confinement, rehabilitation and release.

Except as provided by Federal law other than the Crime Control Act of 1973, Title 1 – Law Enforcement Assistance, no officer or employee of any recipient of assistance or Contractor or subcontractor under provisions of this title may use or reveal any research or statistical information furnished under this title by any person and identifiable to any specific private person for any purpose other than the purpose for which it was obtained in accordance with this title. Copies of such information will be immune from legal process, and will not, without the consent of the person furnishing such information, be admitted as evidence or used for any purpose in any action, suit, or other judicial or administrative proceedings.

All criminal history information collected, stored, or disseminated through support under this title must contain, to the maximum extent feasible, disposition as well as arrest data where arrest data is included therein. The collection, storage and dissemination of such information will take place under procedures reasonably designed to ensure that all such information is kept current therein; the recipient of assistance and any Contractor or subcontractor must assure that the security and privacy of all information is adequately provided for and that information will only be used for law enforcement and criminal justice and other lawful purposes. In addition, an individual who believes that criminal history information concerning him/her contained in an automated system is inaccurate, incomplete, or maintained in violation of this title, will, upon satisfactory verification of his/her

identity, be entitled to review such information and to obtain a copy of it for the purpose of challenge or correction.

Pursuant to Section 524(c) of Title 1 of the Crime Control Act of 1973, any person violating the provisions of this Section, or of any rule, regulation or other issued thereunder, will be fined not to exceed $10,000 in addition to any other penalty imposed by law.

Contractor shall ensure that these requirements are provided to and apply to all subcontractors of this Agreement.

7.3 Amendments

Any change in the terms of this Agreement must be incorporated into this Agreement by a written amendment properly executed and signed by the person authorized to bind the parties thereto.

7.4 Standard Provisions

The Contractor must comply with the applicable Standard Provisions for City Contracts (Rev. 1/25 [v.2], attached hereto as Attachment A and incorporated herein by this reference.

7.5 Border Wall Bid Disclosure

Contractor shall comply with Los Angeles Administrative Code ("LAAC") Section 10.50 *et seq.,* "Disclosure of Border Wall Contracting." City may terminate this Contract at any time if City determines that Contractor failed to fully and accurately complete the required affidavit and disclose all Border Wall Bids and Border Wall Contracts, as defined in LAAC Section 10.50.1. The required affidavit must be submitted online at www.rampla.org.

7.6 Use of Marks

Except as expressly provided in this Agreement, Contractor shall not use the City or LAPD's names, logos, seals, insignia or other words, names, symbols or devices that identify the City or LAPD, for any purpose except with the prior written consent of, and in accordance with restrictions required by the City.

7.7 Media, Publicity, and Case Studies

Contractor shall refer all inquiries from the news media to LAPD, shall immediately contact LAPD to inform City of the inquiry, and shall comply with the procedures of LAPD's Public Affairs staff regarding statements to the media relating to this Agreement or Contractor's services under this Agreement. Contractor shall not use City as a reference or case study absent receipt of City's prior written approval. Contractor shall further provide City with the opportunity to review and approve any such reference or case study prior to publication, which approval City shall not unreasonably withhold.

7.8 Non-Exclusive Agreement

City and Contractor understand and agree that this is a non-exclusive Agreement to provide services to the City and the LAPD and that the City and the LAPD reserve the right to enter into an agreement with other contractors to provide similar services during the term of this Agreement.

7.9 Severability/Ambiguity

In the event a court of competent jurisdiction holds any provision of this Agreement to be invalid, such holding shall have no effect on the remaining provisions of this Agreement, and they shall continue in full force and effect. No ambiguity in this Agreement may be interpreted against any one party by virtue of that party being drafter of the Agreement. The parties acknowledge that they have read and understood this Agreement and had the opportunity to consult with counsel of their choosing regarding this Agreement.

7.10 No Third-Party Beneficiaries

Nothing herein is intended to create a third-party beneficiary in any subcontractor. City has no obligation to any subcontractor. No privity is created with any subcontractor by this Agreement. Even if Contractor uses subcontractors, Contractor remains responsible for complete and satisfactory performance of the terms of this Agreement.

7.11 Not a Waiver

Contractor acknowledges and agrees that nothing contained in this Agreement is, represents, or is intended to be construed as: a release, compromise, settlement, or waiver by City of any cause of action that City may have against Contractor. City reserves its rights in full, including, but not limited to, the right to bring any claim, cause of action, or request for reimbursement against Contractor in relation to this Agreement and other transactions between City and Contractor.

7.12 Audit Rights

In addition to those rights available to City elsewhere in this Agreement, including pursuant to PSC-16, Retention of Records, Audit and Reports, of Attachment A – Standard Provisions for City Contracts (Rev. 1/25 [v.2]. Contractor shall provide City, or City's duly authorized representatives, access for the purposes of audit and investigation, to any and all books, documents, papers, records, deliverables, and software documentation pertaining to any past, current, or future (i) transactions between City and Contractor, (ii) work requested to be performed of Contractor, or (iii) demands for payment by Contractor.

7.13 Payment Does Not Imply Acceptance of Work

The granting of any payment by City, or the receipt thereof by Contractor, in no way lessens the liability of Contractor to replace unsatisfactory work, equipment, or materials although the unsatisfactory character of this work, equipment or materials may not have been apparent or detected at the time the payment was made. Materials, equipment, components, or workmanship that do not conform to the requirements of this Agreement may be rejected by City and upon rejection must be replaced by Contractor without delay.

SECTION 8.0
ENTIRE AGREEMENT

8.1 COMPLETE AGREEMENT

This Agreement contains the full and complete Agreement between the two parties. No verbal agreement or conversation with any officer or employee of either party will affect or modify any of the terms and conditions of this Agreement.

8.2 ATTACHMENTS

This Agreement includes fifteen (15) pages and four (4) attachments. Attachments A-D listed below are incorporated herein by this reference:

Attachment A – Standard Provisions for City Contracts (Rev. 1/25 [v.2]
Attachment B – Statement of Work
Attachment C – Fee Schedule
Attachment D – Confidentiality Agreement

8.3 ORDER OF PRECEDENCE

In the event of any conflict or inconsistency between the body of this Agreement and the Attachments, the order of precedence will be as follows:

(1) This First Amended and Restated Agreement between the City of Los Angeles and The Gadite Group Inc.
(2) Attachment A, Standard Provisions for City Contracts (Rev. 1/25 [v.2]
(3) Attachment B, Statement of Work
(4) Attachment C, Fee Schedule
(5) Attachment D, Confidentiality Agreement
(6) Original Agreement

8.4 COUNTERPARTS AND ELECTRONIC SIGNATURES

This Agreement may be executed in one or more counterparts, and by the parties in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement. The parties further agree that facsimile signatures or signatures scanned into .pdf (or signatures in another electronic format designated by City) and sent by e-mail shall be deemed original signatures.

[Signature Page Follows]

[Remainder of the Page Intentionally Left Blank]

IN WITNESS THEREOF, the Parties hereto have caused this Agreement to be executed by their respective duly authorized representatives.

THE CITY OF LOS ANGELES
By signing below, the signatory attests that they have no personal, financial, beneficial, or familial interest in this contract.

By: _____
JIM McDONNELL
Chief of Police

Date: _____

THE GADITE GROUP INC.

By: _____
NUNE GIPSON
President/CEO

Date: 02-11-2025

APPROVED AS TO FORM:

HYDEE FELDSTEIN SOTO, City Attorney

By: _____
SAMUEL PETTY
Deputy City Attorney

Date: _____

(2nd Corporate Officer)

By: _____
PATRICK GIPSON
Qualified Manager
Senior Vice President

Date: 02-11-2025

ATTEST:

HOLLY L. WOLCOTT, City Clerk

By: _____
Deputy City Clerk

Date: _____

City Business Tax Registration Certificate (BTRC) Number: 0003130717-0002-8

Internal Revenue Service Taxpayer Identification Number: 83-2599975

Agreement Number: C-141555-1

ATTACHMENT A

Standard Provisions for City Contracts (Rev. 1/25 [v.2])

STANDARD PROVISIONS FOR CITY CONTRACTS

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STANDARD PROVISIONS FOR CITY CONTRACTS

PSC-1. Construction of Provisions and Titles Herein

All titles, subtitles, or headings in this Contract have been inserted for convenience, and shall not be deemed to affect the meaning or construction of any of the terms or provisions of this Contract. The language of this Contract shall be construed according to its fair meaning and not strictly for or against **CITY** or **CONTRACTOR**. The word "**CONTRACTOR**" includes the party or parties identified in this Contract. The singular shall include the plural and if there is more than one **CONTRACTOR**, unless expressly stated otherwise, their obligations and liabilities shall be joint and several. Use of the feminine, masculine, or neuter genders shall be deemed to include the genders not used.

PSC-2. Applicable Law, Interpretation and Enforcement

Each party's performance shall comply with all applicable laws of the United States of America, the State of California, and **CITY**, including but not limited to, laws regarding health and safety, labor and employment, wage and hours and licensing. This Contract shall be enforced and interpreted under the laws of the State of California without regard to conflict of law principles. **CONTRACTOR** shall comply with new, amended, or revised laws, regulations, or procedures that apply to the performance of this Contract with no additional compensation paid to **CONTRACTOR**.

In any action arising out of this Contract, **CONTRACTOR** consents to personal jurisdiction, and agrees to bring all such actions, exclusively in state or federal courts located in Los Angeles County, California.

If any part, term or provision of this Contract is held void, illegal, unenforceable, or in conflict with any federal, state or local law or regulation, the validity of the remaining parts, terms or provisions of this Contract shall not be affected.

PSC-3. Time of Effectiveness

Unless otherwise provided, this Contract shall take effect when all of the following events have occurred:

A. This Contract has been signed on behalf of **CONTRACTOR** by the person or persons authorized to bind **CONTRACTOR**;

B. This Contract has been approved by the City Council or by the board, officer or employee authorized to give such approval;

C. The Office of the City Attorney has indicated in writing its approval of this Contract as to form; and

D. This Contract has been signed on behalf of **CITY** by the person designated by the City Council, or by the board, officer or employee authorized to enter into this Contract.

PSC-4. Integrated Contract

This Contract sets forth all of the rights and duties of the parties with respect to the subject matter of this Contract, and replaces any and all previous Contracts or understandings, whether written or oral, relating thereto. This Contract may be amended only as provided for in the provisions of PSC-5 hereof.

PSC-5. Amendment

All amendments to this Contract shall be in writing and signed and approved pursuant to the provisions of PSC-3.

PSC-6. Excusable Delays

Neither party shall be liable for its delay or failure to perform any obligation under and in accordance with this Contract, if the delay or failure arises out of fires, floods, earthquakes, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by the party or any of the party's Subcontractors), freight embargoes, terrorist acts, insurrections or other civil disturbances, or other similar events to those described above, but in each case the delay or failure to perform must be beyond the control and without any fault or negligence of the party delayed or failing to perform (these events are referred to in this provision as "Force Majeure Events").

Notwithstanding the foregoing, a delay or failure to perform by a Subcontractor of **CONTRACTOR** shall not constitute a Force Majeure Event, unless the delay or failure arises out of causes beyond the control of both **CONTRACTOR** and Subcontractor, and without any fault or negligence of either of them. In such case, **CONTRACTOR** shall not be liable for the delay or failure to perform, unless the goods or services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit **CONTRACTOR** to perform timely. As used in this Contract, the term "Subcontractor" means a subcontractor at any tier.

In the event **CONTRACTOR'S** delay or failure to perform arises out of a Force Majeure Event, **CONTRACTOR** agrees to use commercially reasonable best efforts to obtain the goods or services from other sources, and to otherwise mitigate the damages and reduce the delay caused by the Force Majeure Event.

PSC-7. Waiver

A waiver of a default of any part, term or provision of this Contract shall not be construed as a waiver of any succeeding default or as a waiver of the part, term or provision itself. A party's performance after the other party's default shall not be construed as a waiver of that default.

PSC-8. Suspension

At **CITY'S** sole discretion, **CITY** may suspend any or all services provided under this Contract by providing **CONTRACTOR** with written notice of suspension. Upon receipt of the notice of suspension, **CONTRACTOR** shall immediately cease the services

suspended and shall not incur any additional obligations, costs or expenses to **CITY** until **CITY** gives written notice to recommence the services.

PSC-9. Termination

A. Termination for Convenience

CITY may terminate this Contract for **CITY'S** convenience at any time by providing **CONTRACTOR** thirty days written notice. Upon receipt of the notice of termination, **CONTRACTOR** shall immediately take action not to incur any additional obligations, costs or expenses, except as may be necessary to terminate its activities. **CITY** shall pay **CONTRACTOR** its reasonable and allowable costs through the effective date of termination and those reasonable and necessary costs incurred by **CONTRACTOR** to effect the termination. Thereafter, **CONTRACTOR** shall have no further claims against **CITY** under this Contract. All finished and unfinished documents and materials procured for or produced under this Contract, including all intellectual property rights **CITY** is entitled to, shall become **CITY** property upon the date of the termination. **CONTRACTOR** agrees to execute any documents necessary for **CITY** to perfect, memorialize, or record **CITY'S** ownership of rights provided herein.

B. Termination for Breach of Contract

1. Except as provided in PSC-6, if **CONTRACTOR** fails to perform any of the provisions of this Contract or so fails to make progress as to endanger timely performance of this Contract, **CITY** may give **CONTRACTOR** written notice of the default. **CITY'S** default notice will indicate whether the default may be cured and the time period to cure the default to the sole satisfaction of **CITY**. Additionally, **CITY'S** default notice may offer **CONTRACTOR** an opportunity to provide **CITY** with a plan to cure the default, which shall be submitted to **CITY** within the time period allowed by **CITY**. At **CITY'S** sole discretion, **CITY** may accept or reject **CONTRACTOR'S** plan. If the default cannot be cured or if **CONTRACTOR** fails to cure within the period allowed by **CITY**, then **CITY** may terminate this Contract due to **CONTRACTOR'S** breach of this Contract.

2. If the default under this Contract is due to **CONTRACTOR'S** failure to maintain the insurance required under this Contract, **CONTRACTOR** shall immediately: (1) suspend performance of any services under this Contract for which insurance was required; and (2) notify its employees and Subcontractors of the loss of insurance coverage and Contractor's obligation to suspend performance of services. **CONTRACTOR** shall not recommence performance until **CONTRACTOR** is fully insured and in compliance with **CITY'S** requirements.

3. If a federal or state proceeding for relief of debtors is undertaken by or against **CONTRACTOR**, or if **CONTRACTOR** makes an assignment for the benefit of creditors, then **CITY** may immediately terminate this Contract.

4. If **CONTRACTOR** engages in any dishonest conduct related to the performance or administration of this Contract or violates **CITY'S** laws, regulations or policies relating to lobbying, then **CITY** may immediately terminate this Contract.

5. Acts of Moral Turpitude

   a. **CONTRACTOR** shall immediately notify **CITY** if **CONTRACTOR** or any Key Person, as defined below, is charged with, indicted for, convicted of, pleads nolo contendere to, or forfeits bail or fails to appear in court for a hearing related to, any act which constitutes an offense involving moral turpitude under federal, state, or local laws ("Act of Moral Turpitude").

   b. If **CONTRACTOR** or a Key Person is convicted of, pleads nolo contendere to, or forfeits bail or fails to appear in court for a hearing related to, an Act of Moral Turpitude, **CITY** may immediately terminate this Contract.

   c. If **CONTRACTOR** or a Key Person is charged with or indicted for an Act of Moral Turpitude, **CITY** may terminate this Contract after providing **CONTRACTOR** an opportunity to present evidence of **CONTRACTOR'S** ability to perform under the terms of this Contract.

   d. Acts of Moral Turpitude include, but are not limited to: violent felonies as defined by Penal Code Section 667.5, crimes involving weapons, crimes resulting in serious bodily injury or death, serious felonies as defined by Penal Code Section 1192.7, and those crimes referenced in the Penal Code and articulated in California Public Resources Code Section 5164(a)(2); in addition to and including acts of murder, rape, sexual assault, robbery, kidnapping, human trafficking, pimping, voluntary manslaughter, aggravated assault, assault on a peace officer, mayhem, fraud, domestic abuse, elderly abuse, and child abuse, regardless of whether such acts are punishable by felony or misdemeanor conviction.

e. For the purposes of this provision, a Key Person is a principal, officer, or employee assigned to this Contract, or owner (directly or indirectly, through one or more intermediaries) of ten percent or more of the voting power or equity interests of **CONTRACTOR**.

6. In the event **CITY** terminates this Contract as provided in this section, **CITY** may procure, upon such terms and in the manner as **CITY** may deem appropriate, services similar in scope and level of effort to those so terminated, and **CONTRACTOR** shall be liable to **CITY** for all of its costs and damages, including, but not limited to, any excess costs for such services.

7. If, after notice of termination of this Contract under the provisions of this section, it is determined for any reason that **CONTRACTOR** was not in default under the provisions of this section, or that the default was excusable under the terms of this Contract, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to PSC-9(A) Termination for Convenience.

8. The rights and remedies of **CITY** provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

C. In the event that this Contract is terminated, **CONTRACTOR** shall immediately notify all employees and Subcontractors, and shall notify in writing all other parties contracted with under the terms of this Contract within five working days of the termination.

PSC-10. Independent Contractor

CONTRACTOR is an independent contractor and not an agent or employee of **CITY**. **CONTRACTOR** shall not represent or otherwise hold out itself or any of its directors, officers, partners, employees, or agents to be an agent or employee of **CITY**.

PSC-11. Contractor's Personnel

Unless otherwise approved by **CITY**, **CONTRACTOR** shall use its own employees to perform the services described in this Contract. **CITY** has the right to review and approve any personnel who are assigned to work under this Contract. **CONTRACTOR** shall remove personnel from performing work under this Contract if requested to do so by **CITY**.

CONTRACTOR shall not use Subcontractors to assist in performance of this Contract without the prior written approval of **CITY**. If **CITY** permits the use of Subcontractors, **CONTRACTOR** shall remain responsible for performing all aspects of this Contract and paying all Subcontractors. **CITY** has the right to approve **CONTRACTOR'S** Subcontractors, and **CITY** reserves the right to request replacement of any

Subcontractor. **CITY** does not have any obligation to pay **CONTRACTOR'S** Subcontractors, and nothing herein creates any privity of contract between **CITY** and any Subcontractor.

PSC-12. Assignment and Delegation

CONTRACTOR may not, unless it has first obtained the written permission of **CITY**:

A. Assign or otherwise alienate any of its rights under this Contract, including the right to payment; or

B. Delegate, subcontract, or otherwise transfer any of its duties under this Contract.

PSC-13. Permits

CONTRACTOR and its directors, officers, partners, agents, employees, and Subcontractors, shall obtain and maintain all licenses, permits, certifications and other documents necessary for **CONTRACTOR'S** performance of this Contract. **CONTRACTOR** shall immediately notify **CITY** of any suspension, termination, lapses, non-renewals, or restrictions of licenses, permits, certificates, or other documents that relate to **CONTRACTOR'S** performance of this Contract.

PSC-14. Claims for Labor and Materials

CONTRACTOR shall promptly pay when due all amounts owed for labor and materials furnished in the performance of this Contract so as to prevent any lien or other claim under any provision of law from arising against any **CITY** property (including reports, documents, and other tangible or intangible matter produced by **CONTRACTOR** hereunder), and shall pay all amounts due under the Unemployment Insurance Act or any other applicable law with respect to labor used to perform under this Contract.

PSC-15. Current Los Angeles City Business Tax Registration Certificate Required

For the duration of this Contract, **CONTRACTOR** shall maintain valid Business Tax Registration Certificate(s) as required by **CITY'S** Business Tax Ordinance, Section 21.00 *et seq*. of the Los Angeles Municipal Code ("LAMC"), and shall not allow the Certificate to lapse or be revoked or suspended.

PSC-16. Retention of Records, Audit and Reports

CONTRACTOR shall maintain all records, including records of financial transactions, pertaining to the performance of this Contract, in their original form or as otherwise approved by **CITY**. These records shall be retained for a period of no less than three years from the later of the following: (1) final payment made by **CITY**, (2) the expiration of this Contract or (3) termination of this Contract. The records will be subject to examination and audit by authorized **CITY** personnel or **CITY'S** representatives at any time. **CONTRACTOR** shall provide any reports requested by **CITY** regarding

performance of this Contract. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

In lieu of retaining the records for the term as prescribed in this provision, **CONTRACTOR** may, upon **CITY'S** written approval, submit the required information to **CITY** in an electronic format, e.g. USB flash drive, at the expiration or termination of this Contract.

PSC-17. Bonds

All bonds required by **CITY** shall be filed with the Office of the City Administrative Officer, Risk Management for its review and acceptance in accordance with Los Angeles Administrative Code ("LAAC") Sections 11.47 *et seq*., as amended from to time.

PSC-18. Indemnification

Except for the active negligence or willful misconduct of **CITY**, or any of its boards, officers, agents, employees, assigns and successors in interest, **CONTRACTOR** shall defend, indemnify and hold harmless **CITY** and any of its boards, officers, agents, employees, assigns, and successors in interest from and against all lawsuits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by **CITY**, including but not limited to, costs of experts and consultants), damages or liability of any nature whatsoever, for death or injury to any person, including **CONTRACTOR'S** employees and agents, or damage or destruction of any property of either party hereto or of third parties, arising in any manner by reason of an act, error, or omission by **CONTRACTOR,** Subcontractors, or their boards, officers, agents, employees, assigns, and successors in interest. The rights and remedies of **CITY** provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract. This provision will survive expiration or termination of this Contract.

PSC-19. Intellectual Property Indemnification

CONTRACTOR, at its own expense, shall defend, indemnify, and hold harmless the **CITY**, and any of its boards, officers, agents, employees, assigns, and successors in interest from and against all lawsuits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by **CITY**, including but not limited to, costs of experts and consultants), damages or liability of any nature arising out of the infringement, actual or alleged, direct or contributory, of any intellectual property rights, including, without limitation, patent, copyright, trademark, trade secret, right of publicity, and proprietary information: (1) on or in any design, medium, matter, article, process, method, application, equipment, device, instrumentation, software, hardware, or firmware used by **CONTRACTOR**, or its Subcontractors, in performing the work under this Contract; or (2) as a result of **CITY'S** actual or intended use of any Work Product (as defined in PSC-21) furnished by **CONTRACTOR**, or its Subcontractors, under this Contract. The rights and remedies of **CITY** provided in this section shall not be exclusive

and are in addition to any other rights and remedies provided by law or under this Contract. This provision will survive expiration or termination of this Contract.

PSC-20. Intellectual Property Warranty

CONTRACTOR represents and warrants that its performance of all obligations under this Contract does not infringe in any way, directly or contributorily, upon any third party's intellectual property rights, including, without limitation, patent, copyright, trademark, trade secret, right of publicity and proprietary information.

PSC-21. Ownership and License

Unless otherwise provided for herein, all finished and unfinished works, tangible or not, created under this Contract including, without limitation, documents, materials, data, reports, manuals, specifications, artwork, drawings, sketches, blueprints, studies, memoranda, computation sheets, computer programs and databases, schematics, photographs, video and audiovisual recordings, sound recordings, marks, logos, graphic designs, notes, websites, domain names, inventions, processes, formulas, matters and combinations thereof, and all forms of intellectual property originated and prepared by **CONTRACTOR** or its Subcontractors under this Contract (each a "Work Product"; collectively "Work Products") shall be and remain the exclusive property of **CITY** for its use in any manner **CITY** deems appropriate. **CONTRACTOR** hereby assigns to **CITY** all goodwill, copyright, trademark, patent, trade secret and all other intellectual property rights worldwide in any Work Products originated and prepared under this Contract. **CONTRACTOR** further agrees to execute any documents necessary for **CITY** to perfect, memorialize, or record **CITY'S** ownership of rights provided herein.

CONTRACTOR agrees that a monetary remedy for breach of this Contract may be inadequate, impracticable, or difficult to prove and that a breach may cause **CITY** irreparable harm. **CITY** may therefore enforce this requirement by seeking injunctive relief and specific performance, without any necessity of showing actual damage or irreparable harm. Seeking injunctive relief or specific performance does not preclude **CITY** from seeking or obtaining any other relief to which **CITY** may be entitled.

For all Work Products delivered to **CITY** that are not originated or prepared by **CONTRACTOR** or its Subcontractors under this Contract, **CONTRACTOR** shall secure a grant, at no cost to **CITY**, for a non-exclusive perpetual license to use such Work Products for any **CITY** purposes.

CONTRACTOR shall not provide or disclose any Work Product to any third party without prior written consent of **CITY**.

Any subcontract entered into by **CONTRACTOR** relating to this Contract shall include this provision to contractually bind its Subcontractors performing work under this Contract such that **CITY'S** ownership and license rights of all Work Products are preserved and protected as intended herein.

PSC-22. Data Protection

A. **CONTRACTOR** shall protect, using the most secure means and technology that is commercially available, **CITY**-provided data or consumer-provided data acquired in the course and scope of this Contract, including but not limited to customer lists and customer credit card or consumer data, (collectively, the "City Data"). **CONTRACTOR** shall notify **CITY** in writing as soon as reasonably feasible, and in any event within twenty-four hours, of **CONTRACTOR'S** discovery or reasonable belief of any unauthorized access of City Data (a "Data Breach"), or of any incident affecting, or potentially affecting City Data related to cyber security (a "Security Incident"), including, but not limited to, denial of service attack, and system outage, instability or degradation due to computer malware or virus. **CONTRACTOR** shall begin remediation immediately. **CONTRACTOR** shall provide daily updates, or more frequently if required by **CITY**, regarding findings and actions performed by **CONTRACTOR** until the Data Breach or Security Incident has been effectively resolved to **CITY'S** satisfaction. **CONTRACTOR** shall conduct an investigation of the Data Breach or Security Incident and shall share the report of the investigation with **CITY**. At **CITY'S** sole discretion, **CITY** and its authorized agents shall have the right to lead or participate in the investigation. **CONTRACTOR** shall cooperate fully with **CITY**, its agents and law enforcement.

B. If **CITY** is subject to liability for any Data Breach or Security Incident, then **CONTRACTOR** shall fully indemnify and hold harmless **CITY** and defend against any resulting actions.

PSC-23. Insurance

During the term of this Contract and without limiting **CONTRACTOR'S** obligation to indemnify, hold harmless and defend **CITY**, **CONTRACTOR** shall provide and maintain at its own expense a program of insurance having the coverages and limits not less than the required amounts and types as determined by the Office of the City Administrative Officer of Los Angeles, Risk Management (template Form General 146 in Exhibit 1 hereto). The insurance must: (1) conform to **CITY'S** requirements; (2) comply with the Insurance Contractual Requirements (Form General 133 in Exhibit 1 hereto); and (3) otherwise be in a form acceptable to the Office of the City Administrative Officer, Risk Management. **CONTRACTOR** shall comply with all Insurance Contractual Requirements shown on Exhibit 1 hereto. Exhibit 1 is hereby incorporated by reference and made a part of this Contract.

PSC-24. Best Terms

Throughout the term of this Contract, **CONTRACTOR**, shall offer **CITY** the best terms, prices, and discounts that are offered to any of **CONTRACTOR'S** customers for similar goods and services provided under this Contract.

PSC-25. Warranty and Responsibility of Contractor

CONTRACTOR warrants that the work performed hereunder shall be completed in a manner consistent with professional standards practiced among those firms within **CONTRACTOR'S** profession, doing the same or similar work under the same or similar circumstances.

PSC-26. Mandatory Provisions Pertaining to Non-Discrimination in Employment

Unless otherwise exempt, this Contract is subject to the applicable non-discrimination, equal benefits, equal employment practices, and affirmative action program provisions in LAAC Section 10.8 et seq., as amended from time to time.

A. **CONTRACTOR** shall comply with the applicable non-discrimination and affirmative action provisions of the laws of the United States of America, the State of California, and **CITY**. In performing this Contract, **CONTRACTOR** shall not discriminate in any of its hiring or employment practices against any employee or applicant for employment because of such person's race, color, religion, national origin, ancestry, sex, sexual orientation, gender, gender identity, age, disability, domestic partner status, marital status or medical condition.

B. The requirements of Section 10.8.2.1 of the LAAC, the Equal Benefits Ordinance, and the provisions of Section 10.8.2.1(f) are incorporated and made a part of this Contract by reference.

C. The provisions of Section 10.8.3 of the LAAC are incorporated and made a part of this Contract by reference and will be known as the "Equal Employment Practices" provisions of this Contract.

D. The provisions of Section 10.8.4 of the LAAC are incorporated and made a part of this Contract by reference and will be known as the "Affirmative Action Program" provisions of this Contract.

Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-27. Child Support AssignmentOrders

CONTRACTOR shall comply with the Child Support Assignment Orders Ordinance, Section 10.10 of the LAAC, as amended from time to time. Pursuant to Section 10.10(b) of the LAAC, **CONTRACTOR** shall fully comply with all applicable State and Federal employment reporting requirements. Failure of **CONTRACTOR** to comply with all applicable reporting requirements or to implement lawfully served Wage and Earnings Assignment or Notices of Assignment, or the failure of any principal owner(s) of **CONTRACTOR** to comply with any Wage and Earnings Assignment or Notices of Assignment applicable to them personally, shall constitute a default by the **CONTRACTOR** under this Contract. Failure of **CONTRACTOR** or principal owner to cure

the default within 90 days of the notice of default will subject this Contract to termination for breach. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-28. Living Wage Ordinance

CONTRACTOR shall comply with the Living Wage Ordinance, LAAC Section 10.37 *et seq.*, as amended from time to time. **CONTRACTOR** further agrees that it shall comply with federal law proscribing retaliation for union organizing. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-29. Service Contractor Worker Retention Ordinance

CONTRACTOR shall comply with the Service Contractor Worker Retention Ordinance, LAAC Section 10.36 *et seq.*, as amended from time to time. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-30. Access and Accommodations

CONTRACTOR represents and certifies that:

A. **CONTRACTOR** shall comply with the Americans with Disabilities Act, as amended, 42 U.S.C. Section 12101 et seq., the Rehabilitation Act of 1973, as amended, 29 U.S.C. Section 701 et seq., the Fair Housing Act, and its implementing regulations and any subsequent amendments, and California Government Code Section 11135;

B. **CONTRACTOR** shall not discriminate on the basis of disability or on the basis of a person's relationship to, or association with, a person who has a disability;

C. **CONTRACTOR** shall provide reasonable accommodation upon request to ensure equal access to **CITY**-funded programs, services and activities;

D. Construction will be performed in accordance with the Uniform Federal Accessibility Standards (UFAS), 24 C.F.R. Part 40; and

E. The buildings and facilities used to provide services under this Contract are in compliance with the federal and state standards for accessibility as set forth in the 2010 ADA Standards, California Title 24, Chapter 11, or other applicable federal and state law.

CONTRACTOR understands that **CITY** is relying upon these certifications and representations as a condition to funding this Contract. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-31. Contractor Responsibility Ordinance

CONTRACTOR shall comply with the Contractor Responsibility Ordinance, LAAC Section 10.40 *et seq*., as amended from time to time.

PSC-32. Business Inclusion Program

Unless otherwise exempted prior to bid submission, **CONTRACTOR** shall comply with all aspects of the Business Inclusion Program as described in the Request for Proposal/Qualification process, throughout the duration of this Contract. **CONTRACTOR** shall utilize the Regional Alliance Marketplace for Procurement ("RAMP") at https://www.rampla.org/s/, to perform and document outreach to Minority, Women, and Other Business Enterprises. **CONTRACTOR** shall perform subcontractor outreach activities through RAMP. **CONTRACTOR** shall not change any of its designated Subcontractors or pledged specific items of work to be performed by these Subcontractors, nor shall **CONTRACTOR** reduce their level of effort, without prior written approval of **CITY**.

PSC-33. Slavery Disclosure Ordinance

CONTRACTOR shall comply with the Slavery Disclosure Ordinance, LAAC Section 10.41 *et seq.*, as amended from time to time. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-34. First Source Hiring Ordinance

CONTRACTOR shall comply with the First Source Hiring Ordinance, LAAC Section 10.44 *et seq.*, as amended from time to time. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-35. Local Business Preference Ordinance

CONTRACTOR shall comply with the Local Business Preference Ordinance, LAAC Section 10.47 *et seq.*, as amended from time to time. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-36. Iran Contracting Act

In accordance with California Public Contract Code Sections 2200-2208, all contractors entering into, or renewing contracts with **CITY** for goods and services estimated at $1,000,000 or more are required to complete, sign, and submit the "Iran Contracting Act of 2010 Compliance Affidavit."

PSC-37. Restrictions on Campaign Contributions and Fundraising in City Elections

Unless otherwise exempt, if this Contract is valued at $100,000 or more and requires approval by an elected **CITY** office, **CONTRACTOR**, **CONTRACTOR'S** principals, and **CONTRACTOR'S** Subcontractors expected to receive at least $100,000 for performance

under the Contract, and the principals of those Subcontractors (the "Restricted Persons") shall comply with Charter Section 470(c)(12) and LAMC Section 49.7.35. Failure to comply entitles **CITY** to terminate this Contract and to pursue all available legal remedies. Charter Section 470(c)(12) and LAMC Section 49.7.35 limit the ability of the Restricted Persons to make campaign contributions to and engage in fundraising for certain elected **CITY** officials or candidates for elected **CITY** office for twelve months after this Contract is signed. Additionally, a **CONTRACTOR** subject to Charter Section 470(c)(12) is required to comply with disclosure requirements by submitting a completed and signed Ethics Commission Form 55 and to amend the information in that form as specified by law. Any **CONTRACTOR** subject to Charter Section 470(c)(12) shall include the following notice in any contract with any Subcontractor expected to receive at least $100,000 for performance under this Contract:

> "Notice Regarding Restrictions on Campaign Contributions and Fundraising in City Elections
>
> You are a subcontractor on City of Los Angeles Contract # _____. Pursuant to the City of Los Angeles Charter Section 470(c)(12) and related ordinances, you and your principals are prohibited from making campaign contributions to and fundraising for certain elected City of Los Angeles ("**CITY**") officials and candidates for elected **CITY** office for twelve months after the **CITY** contract is signed. You are required to provide the names and contact information of your principals to the **CONTRACTOR** and to amend that information within ten business days if it changes during the twelve month time period. Failure to comply may result in termination of this Contract and any other available legal remedies. Information about the restrictions may be found online at ethics.lacity.org or by calling the Los Angeles City Ethics Commission at (213) 978-1960."

PSC-38. Contractors' Use of Criminal History for Consideration of Employment Applications

CONTRACTOR shall comply with the City Contractors' Use of Criminal History for Consideration of Employment Applications Ordinance, LAAC Section 10.48 *et seq*., as amended from time to time. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-39. Limitation of City's Obligation to Make Payment to Contractor

Notwithstanding any other provision of this Contract, including any exhibits or attachments incorporated therein, and in order for **CITY** to comply with its governing legal requirements, **CITY** shall have no obligation to make any payments to **CONTRACTOR** unless **CITY** shall have first made an appropriation of funds equal to or in excess of its obligation to make any payments as provided in this Contract. **CONTRACTOR** agrees that any services provided by **CONTRACTOR**, purchases made by **CONTRACTOR** or expenses incurred by **CONTRACTOR** in excess of the appropriation(s) shall be free and without charge to **CITY** and **CITY** shall have no obligation to pay for the services, purchases or expenses. **CONTRACTOR** shall have no obligation to provide any services,

provide any equipment or incur any expenses in excess of the appropriated amount(s) until **CITY** appropriates additional funds for this Contract.

PSC-40. Compliance with Identity Theft Laws and Payment Card Data Security Standards

CONTRACTOR shall comply with all identity theft laws including without limitation, laws related to: (1) payment devices; (2) credit and debit card fraud; and (3) the Fair and Accurate Credit Transactions Act ("FACTA"), including its requirement relating to the content of transaction receipts provided to Customers. **CONTRACTOR** also shall comply with all requirements related to maintaining compliance with Payment Card Industry Data Security Standards ("PCI DSS"). During the performance of any service to install, program or update payment devices equipped to conduct credit or debit card transactions, including PCI DSS services, **CONTRACTOR** shall verify proper truncation of receipts in compliance with FACTA.

PSC-41. Compliance with California Public Resources Code Section 5164

California Public Resources Code Section 5164 prohibits a public agency from hiring a person for employment or as a volunteer to perform services at any park, playground, or community center used for recreational purposes in a position that has supervisory or disciplinary authority over any minor, if the person has been convicted of certain crimes as referenced in the Penal Code, and articulated in California Public Resources Code Section 5164(a)(2).

If applicable, **CONTRACTOR** shall comply with California Public Resources Code Section 5164, and shall additionally adhere to all rules and regulations that have been adopted or that may be adopted by **CITY**. **CONTRACTOR** is required to have all employees, volunteers and Subcontractors (including all employees and volunteers of any Subcontractor) of **CONTRACTOR** working on premises to pass a fingerprint and background check through the California Department of Justice at **CONTRACTOR'S** sole expense, indicating that such individuals have never been convicted of certain crimes as referenced in the Penal Code and articulated in California Public Resources Code Section 5164(a)(2), if the individual will have supervisory or disciplinary authority over any minor.

PSC-42. Possessory Interests Tax

Rights granted to **CONTRACTOR** by **CITY** may create a possessory interest. **CONTRACTOR** agrees that any possessory interest created may be subject to California Revenue and Taxation Code Section 107.6 and a property tax may be levied on that possessory interest. If applicable, **CONTRACTOR** shall pay the property tax. **CONTRACTOR** acknowledges that the notice required under California Revenue and Taxation Code Section 107.6 has been provided.

PSC-43. Confidentiality

All documents, information and materials provided to **CONTRACTOR** by **CITY** or All documents, information, City Data (as that term is defined in PSC-22), and materials provided to **CONTRACTOR** by **CITY** or developed by **CONTRACTOR** pursuant to this Contract (collectively "Confidential Information") are confidential. **CONTRACTOR** shall not provide, and shall prohibit its employees and subcontractors from providing or disclosing, any Confidential Information or their contents or any information therein either orally or in writing, to any person or entity, except as authorized by **CITY** or as required by law. **CONTRACTOR** shall immediately notify **CITY** of any attempt by a third party to obtain access to any Confidential Information. This provision shall survive expiration or termination of this Contract.

PSC-44. Contractor Data Reporting

If Contractor is a for-profit, privately owned business, Contractor shall, within 30 days of the effective date of the Contract and on an annual basis thereafter (i.e., within 30 days of the annual anniversary of the effective date of the Contract), report the following information to City via the Regional Alliance Marketplace for Procurement ("RAMP") or via another method specified by City: Contractor's and any Subcontractor's annual revenue, number of employees, location, industry, race/ethnicity and gender of majority owner ("Contractor/Subcontractor Information"). Contractor shall further request, on an annual basis, that any Subcontractor input or update its business profile, including the Contractor/Subcontractor Information, on RAMP or via another method prescribed by City.

EXHIBIT 1

INSURANCE CONTRACTUAL REQUIREMENTS

CONTACT For additional information about compliance with City Insurance and Bond requirements, contact the Office of the City Administrative Officer, Risk Management at (213) 978-RISK (7475) or go online at www.lacity.org/cao/risk. The City approved Bond Assistance Program is available for those contractors who are unable to obtain the City-required performance bonds. A City approved insurance program may be available as a low cost alternative for contractors who are unable to obtain City-required insurance.

CONTRACTUAL REQUIREMENTS

CONTRACTOR AGREES THAT:

1. Additional Insured/Loss Payee. The CITY must be included as an Additional Insured in applicable liability policies to cover the CITY'S liability arising out of the acts or omissions of the named insured. The CITY is to be named as an Additional Named Insured and a Loss Payee As Its Interests May Appear in property insurance in which the CITY has an interest, e.g., as a lien holder.

2. Notice of Cancellation. All required insurance will be maintained in full force for the duration of its business with the CITY. By ordinance, all required insurance must provide at least thirty (30) days' prior written notice (ten (10) days for non-payment of premium) directly to the CITY if your insurance company elects to cancel or materially reduce coverage or limits prior to the policy expiration date, for any reason except impairment of an aggregate limit due to prior claims.

3. Primary Coverage. CONTRACTOR will provide coverage that is primary with respect to any insurance or self-insurance of the CITY. The CITY'S program shall be excess of this insurance and non-contributing.

4. Modification of Coverage. The CITY reserves the right at any time during the term of this Contract to change the amounts and types of insurance required hereunder by giving CONTRACTOR ninety (90) days' advance written notice of such change. If such change should result in substantial additional cost to CONTRACTOR, the CITY agrees to negotiate additional compensation proportional to the increased benefit to the CITY.

5. Failure to Procure Insurance. All required insurance must be submitted and approved by the Office of the City Administrative Officer, Risk Management prior to the inception of any operations by CONTRACTOR.

CONTRACTOR'S failure to procure or maintain required insurance or a self-insurance program during the entire term of this Contract shall constitute a material breach of this Contract under which the CITY may immediately suspend or terminate this Contract or, at its discretion, procure or renew such insurance to protect the CITY'S interests and pay any and all premiums in connection therewith and recover all monies so paid from CONTRACTOR.

6. Workers' Compensation. By signing this Contract, CONTRACTOR hereby certifies that it is aware of the provisions of Section 3700 *et seq*., of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake

self-insurance in accordance with the provisions of that Code, and that it will comply with such provisions at all time during the performance of the work pursuant to this Contract.

7. California Licensee. All insurance must be provided by an insurer admitted to do business in California or written through a California-licensed surplus lines broker or through an insurer otherwise acceptable to the CITY. Non-admitted coverage must contain a **Service of Suit** clause in which the underwriters agree to submit as necessary to the jurisdiction of a California court in the event of a coverage dispute. Service of process for this purpose must be allowed upon an agent in California designated by the insurer or upon the California Insurance Commissioner.

8. Aggregate Limits/Impairment. If any of the required insurance coverages contain annual aggregate limits, CONTRACTOR must give the CITY written notice of any pending claim or lawsuit which will materially diminish the aggregate within thirty (30) days of knowledge of same. You must take appropriate steps to restore the impaired aggregates or provide replacement insurance protection within thirty (30) days of knowledge of same. The CITY has the option to specify the minimum acceptable aggregate limit for each line of coverage required. No substantial reductions in scope of coverage which may affect the CITY'S protection are allowed without the CITY'S prior written consent.

9. Commencement of Work. For purposes of insurance coverage only, this Contract will be deemed to have been executed immediately upon any party hereto taking any steps that can be considered to be in furtherance of or towards performance of this Contract. The requirements in this Section supersede all other sections and provisions of this Contract, including, but not limited to, PSC-3, to the extent that any other section or provision conflicts with or impairs the provisions of this Section.

Form Gen. 146 (Rev. 6/12)

Required Insurance and Minimum Limits

Name: The Gadite Group Inc. Date: 2/18/2021

Agreement/Reference: Security Guard Services for the City of Los Angeles

Evidence of coverages checked below, with the specified minimum limits, must be submitted and approved prior to occupancy/start of operations. Amounts shown are Combined Single Limits ("CSLs"). For Automobile Liability, split limits may be substituted for a CSL if the total per occurrence equals or exceeds the CSL amount.

Limits

✓ **Workers' Compensation (WC) and Employer's Liability (EL)**

WC *Statutory*

EL 1,000,000

- [●] Waiver of Subrogation in favor of City
- [ ] Longshore & Harbor Workers
- [ ] Jones Act

✓ **General Liability** 5,000,000

- [●] Products/Completed Operations
- [ ] Sexual Misconduct
- [ ] Fire Legal Liability
- [ ]

✓ **Automobile Liability** (for any and all vehicles used for this contract, other than commuting to/from work) 2,000,000

___ **Professional Liability** (Errors and Omissions)

Discovery Period

___ **Property Insurance** (to cover replacement cost of building - as determined by insurance company)

- [ ] All Risk Coverage
- [ ] Flood
- [ ] Earthquake
- [ ] Boiler and Machinery
- [ ] Builder's Risk
- [ ]

___

- [ ]

___ **Surety Bonds -** Performance and Payment (Labor and Materials) Bonds

___ **Crime Insurance**

Other: Provided to: Louis Laudermilk, Serial No. N1117, (213) 486-0112

ATTACHMENT B

STATEMENT OF WORK

STATEMENT OF WORK

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The following tasks and work activities are general minimum work and services that the security personnel will perform, and are applicable to all City facility/site locations and security posts:

1.0 Contractors' Responsibilities

The Contractor shall be responsible to perform the work and services described within this statement of work. The Contractor, at its own expense, shall provide and furnish all labor, training, equipment, vehicles, bicycles, protective equipment, guard tour management/monitoring systems and supplies for the assigned Security Guards for their performance of security services as specified. This responsibility includes the tools, equipment, supplies, and methods used to perform the security work, and protections of property of every description used in connection therewith. Facility Post orders shall be drafted by the Contractor in collaboration with facility management.

The Contractor shall supply the City with security personnel who have been properly screened, trained, qualified, and/or certified, and who meet the minimum requirements and qualifications described within the Agreement. The City reserves the right to perform background checks, to interview all guards prior to their being assigned to the contract, and to accept or reject them.

The Contractor shall provide patrol services, on foot, bicycle, or in a vehicle, and attendance at all court ordered proceedings, as required. The Contractor shall also ensure all required permits and/or licenses are maintained up to date at all times. All charges, taxes, fees and costs shall be included in the fees for the work under this Contract.

The Contractor, at their expense, shall provide and furnish all labor, equipment, vehicles, bicycles, protective equipment, guard tour management/monitoring systems and supplies for the assigned security guards for their performance of security services as specified.

The Contractor shall ensure that each employee be issued a copy of the Statement of Work and sign a waiver acknowledging the receipt of the Statement of Work prior to working under this contract. The waiver shall be placed in their personnel file.

1.1 Supervision

Security guards shall be sufficiently supervised by the Contractor's supervisory staff. The Contractor shall employ at least one supervisor on each work shift for all locations. The Contractor's supervisors are expected to travel to assigned facilities on a regular basis to work with their subordinates. Supervision checks are required to be conducted at least once a day per site and should be variable throughout the week.

The Contractor will be warned in the event of a missed site visit. After an issued warning, liquidated damages of $100 will be assessed for subsequent occurrences. The City may remove the site from the Contractor's assigned locations or may remove the supervisor from the location upon the continued occurrences.

Supervisory checks shall be documented on a daily activity report including a brief description of actions taken by the supervisor and the information disseminated.

Contractors shall submit a field supervisor site visit log that lists all locations that the supervisor visited during a shift. The log shall be submitted to the Contract Administrator on a monthly basis at the time of submission of all invoices to be paid. The format shall be mutually agreed upon.

The Security Services Division (SECSD) supervisors shall maintain overall supervisor responsibility for the duty and assignment of contract personnel (supervisors and guards) assigned to work under this contract. In-lieu of a supervisor, any SECSD Officer shall maintain the lead responsibility of a location and/or assignment and, during an incident, shall be guided by a supervisor and maintain lead responsibility until a field supervisor responds to location.

1.2 Duties and Performance

Contract security supervisors and guards shall possess basic writing skills and basic computer skills. They shall have the ability to work independently and the ability to communicate with the public and City employees.

Contract security supervisors and guards shall have satisfactorily completed the State of California training requirements for security guards as listed by the Department of Consumer Affairs – Bureau of Security and Investigative Services.

Contract security supervisors and guards must have a working knowledge of California Penal Code sections which are pertinent or applicable to guard services.

Contract security supervisors and guards shall maintain a working knowledge of their assignments and follow procedures for each assigned location as specified in the Post Orders. This may include such duties as locking and unlocking the facility, providing area control and building security, completing daily activity reports, operating a lost and found log, storing articles, monitoring camera systems, responding to alarms, raising and lowering flags, securing safes, providing information to the public, and reporting malfunctioning equipment, hazardous and/or other safety conditions. Where required, security personnel shall ensure to verify city identification and permit only authorized personnel access to closed or restricted facilities. Contract security supervisors and guards may be required to testify in court ordered proceedings.

Contract security supervisors and guards shall be in uniform and remain alert, engaged, observant, and responsive at all times.

Contract security supervisors and guards shall not leave their assigned post until properly relieved. Should the relief guard be delayed or absent to an assigned post, the Contractor shall ensure there is a security guard always present at their assigned location.

Security guards shall be punctual and report to their assigned post on time. Guards reporting to cold start[1] sites shall report on time but no later than 7 minutes after the assigned start time. The Contractor will be warned for the first instance for a late report to a cold start site. After warning, the contractor will be assessed liquidated damages in the amount of $100 for subsequent occurrences of late reports to an assigned cold start site. The City may remove the site from the Contractor's assigned locations or may remove the guard from the site for continued occurrences.

Security guards shall check in to their Guard Tour Management System (GTMS) (aka Guard Tour Monitoring System) tour location at the specified interval per the Post orders. The Contractor will be warned when a security guard fails to report to a GTMS tour location at the required interval. The Contractor will be assessed liquidated damages in the amount of $100 for subsequent occurrences of failed GTMS tours at the required interval per the Post orders for each location. Subsequent and continued failures to report to a GTMS tour location at the required interval, may result in removal of the site from the Contractor's assigned locations or removal of the security guard from the location.

The Contractor's Field Supervisor shall:

a. Respond to on site emergencies or requests for assistance
b. Observe guards' work performance and correct any deviations from acceptable practice or procedures
c. Update post orders and explain new procedures to guards
d. Enforce contract regulations
e. Prepare and supervise work schedules
f. Maintain liaison with Contract Security Liaison and/or City staff
g. Schedule and monitor training
h. Conduct investigations and prepare incident and/or other pertinent reports as required
i. Conduct supervisory checks at all City site/facilities locations, Post Orders, buildings, grounds, and related properties, as necessary to provide quality control and assurances of security services provided
j. Provide onsite training as well as technical and administrative advice to security guards
k. Field Supervisors are prohibited from conducting self-post checks

1.3 Prohibited Activity

Security guards shall remain diligent in their duty and shall maintain proper attention to duty while working under this contract. While on duty, the following activities are prohibited at all assignments:

- Reading newspapers, or other unofficial, non-job-related material;
- Sleeping, napping, or being physically fatigued to the point that adherence

[1] A cold start refers to a Post that is not staffed 24-hours where the responding security guard is the first to be assigned.

to the post duties are diminished;

- Having, watching, listening, or using any type of media device, electronic or otherwise, that is not issued by the Department, and is non-job related including, but not limited to, televisions, computer laptops, DVD players, CD players, IPODs, MP3 players, PDAs, Gameboys, etc.;
- Radios are generally prohibited, however, if circumstances require the need to obtain news updates regarding important current events, a radio kept at low volume and discreetly out of view is acceptable;
- Eating or snacking on food. Water and other non-alcoholic beverages are acceptable, but its consumption should not interfere with post duties;
- Consuming alcoholic beverages or any controlled substance;
- Consuming prescription or over-the-counter medication if it diminishes adherence to post duties;
- Unnecessary and prolonged visits by other officers (whether on-duty or off-duty), guests, or other City employees;
- Littering, creating, or leaving a disorderly work environment;
- Unnecessary and undue conversation;
- City telephones are for official use only. Personal telephone calls should be made during break periods. Mobile telephones should not be used while on post unless exigent circumstances exist;
- City computers are for official use only. Internet activity should be job-related; and
- Any other activity that would interfere or hinder an officer to perform his or her post duties.

1.4 Injury, Illness and Disability

Guards who become unable to fulfill the functions of the position, including but not limited to injury, illness, pregnancy, disabilities etc., shall report it to their employer immediately. The Contractor shall find reasonable accommodation for any light-duty/restricted duty personnel at the Contractor's expense. In such event, the guard shall not be assigned to any City facility.

1.5 Guard Replacements

The Contract Administrator may direct the Contractor to replace any employee, when found necessary or in the best interest of the City. In such event the Contractor shall remove the employee from service under the Contract until properly authorized by the Contract Administrator. No written or verbal explanation for removal shall be required or supplied by the City.

1.6 Absences

When the Contractor becomes aware that a security guard will be absent from an assigned site and there might be a delay in replacement coverage, the contractor shall

notify the City at the earliest possible time but not later than the scheduled start of shift and contractor must provide replacement coverage. Security guards shall not leave their assigned post until they are relieved. After warning, liquidated damages of $100 will be assessed for subsequent occurrences of a security guard leaving their assigned Post without being properly relieved by Contractor's personnel. The City may remove the site from the Contractor's approved sites or remove the guard upon continued occurrences.

2.0 Reports

Reports are common documents that are completed by contract guards during the course of their duty. The more common reports required to be submitted by the Contractor including the following, but are not limited to:

Incident Reports. An Incident report is a fundamental tool utilized by security guards to document notable events to include, but not limited to, reporting observations, injuries, property damage, and any other noteworthy events. The Contractor must submit a copy of the report to the Security Services Division (SECSD) Contract Security Liaison Unit by the next business day after the reportable incident.

If an incident is of a serious or newsworthy nature at a City facility, such as the following, the contractor shall give immediate notification to the Security Services Division on-duty Watch Commander and the Contract Security Liaison Unit. An incident report shall be completed and forwarded to the Contract Security Liaison Unit immediately, but no later than 24-hours after the incident.

- Any workplace violence incidents or concerns
- VIP arrest, death, or victim of a crime
- Major Vehicle Pursuits/Traffic Accidents
- Major Crimes/Hate Crimes/Hate Incidents/Gang Involvement
- Any Shooting
- Kidnapping
- Conflict with Religious Group(s)
- Sexual Assault
- Burglary
- Hostage Situation
- Controversial/Politically Sensitive Incidents
- Missing/Found Child
- Adult Critical Missing
- Incidents causing media attention
- Explosive Device
- Unusual Occurrences (major fire, civil disturbance, aircraft incidents, chemical spills, natural disaster, significant hazmat, etc.)
- Damage to City equipment and/or facilities
- Any significant tip or lead indicating a possible terrorist threat to any City facilities or impacting the City of Los Angeles

Use of Force Report. Whenever a private contract security guard assigned to a City facility has been involved in a Use of Force (UOF) during the course of his/her duties shall make immediate notification to the Security Services Division Watch Commander.

A Contract Security Supervisor shall respond to the location to conduct an independent investigation. The involved Contract Security Guards shall remain on duty until LAPD and the Contract Security Supervisor complete their investigation.

All incident reports (completed by the contract guards and supervisor) shall be submitted to the Contract Security Liaison Unit immediately and no later than 24 hours after the incident.

During the involvement of a use of force, if the contract guard is the victim of a crime, the contract guard shall request for a Private Person's Arrest (PPA). The PPA allows LAPD to follow up and file charges against those who victimize our contractors. The contract guard(s) shall complete the applicable incident reports prior to going end of watch and shall be compensated by the contracting department.

All use of force investigation involving contract guards shall be investigated by SECSD, or another LAPD division. Any contract guards involved in the use of force incident shall remain on-duty until interviewed and recorded by the assigned sworn supervisor.

The SECSD Commanding Officer (CO) shall determine the work status for each contract guard(s) involved in the use of force incident. Depending on circumstances of the incident, the CO will determine to allow the contract guard to either remain on-duty or removed from assignment pending the outcome of the UOF investigation.

Contract Security Supervisor shall coordinate with the Contract Security Liaison staff within 3 business days to further discuss and review the act of force. Contractor will be warned when failing to meet this standard and will be assessed liquidated damages of $100 for all subsequent occurrences.

3.0 Personnel

The Contractor shall supply the City with security service personnel who are properly trained, qualified, and/or certified, and who meet the minimum requirements and qualifications called for in the Agreement. The City reserves the right to background check and/or interview all guards prior to being assigned to the Contract, and to accept or reject them.

The Contractor's security personnel shall be expected to maintain professional, courteous, and appropriate conduct, and shall adhere to all policies, rules, and orders regarding such conduct. Security guards shall maintain both a personal and uniform appearance that is neat, clean, and professional, and one that adheres to established standards.

The contractor's workforce shall be English proficient and have the ability to communicate (read, write, speak and understand) in English and as set forth in regulations, written orders, instructions, and training instructions. They should be in general good health and physically capable of performing the essential functions of the position.

3.1 Security Guard Types and Qualifications

Unarmed Security Guard: The minimum requirements for this position are one year of customer service work experience and possession of a valid guard card.

Armed Security Guard: The minimum requirements for this position include one year of experience as an armed security guard.

Armed Security Shift / Field Supervisor: The minimum requirements for this position include two-year experience as an armed security guard.

Professional Security Guard: The minimum requirements for this position include one- year experience as an armed security guard or one-year experience as a Peace Officer with a governmental organization. Additionally, candidates are subject to a final review by the Contract Administrator prior to deployment. Additionally, Professional Security Guards are required to possess and carry a California Basic POST certificate.

Post Commander: Onsite Supervisor, where direct supervision is required. The minimum requirements for this position include one year of experience as an armed security guard.

3.2 Licenses and Permits

The City requires that the security personnel shall possess all valid and current licenses, permits, certificates, and training as required in the performance of their duties, and have successfully passed a criminal background check. The required documents must include the following, which should be carried in their possession while on duty at any City site and a copy shall be maintained in the contractor's personnel files.

a) California Operators Driver's License or California I.D.
b) Valid Guard Card.
c) Valid Firearms Permit (for Armed and Professional Security Guards).
d) Valid Baton Permit (Side Handle/Expandable).
e) Valid Tear Gas Permit (Oleoresin Capsicum (OC)/Pepper Spray.
f) First Aid and CPR cards.
g) Company identification card.
h) Commission Investigation Division (CID)/Tax Permit

Personnel without valid permits will be immediately removed from their assigned post and will not be returned to a post assignment at any City facility until the card(s) is/are renewed, unless the renewal has been initiated and is pending issuance, for which a reasonable amount of time will be allowed.

Commission Investigation Division (CID) Registration. L.A.M.C. 52.34 – Each Contractor must be registered with the Board of Police Commissioners to receive a Commission Investigation Division (CID) Identification Card. Each individual security guard shall register with the Board of Police Commissioners and carry a current CID Identification Card for each company for which they work. CID will background check all officers and issue CID Cards.

Officers must maintain and carry a current CID Card, while employed as a contractor for the City of Los Angeles. Permits must be renewed annually. For further information, contact CID at (213) 996-1258.

3.3 Contractor Checklist

Contractor is required to complete a checklist verifying the compliance with all background, licenses and permit requirements prior to a guard's initial deployment into the City contract. The checklist shall be placed in their personal file and the contractor shall provide a copy upon request. In an emergency only, the checklist must be completed prior to the end of the next business day following the initial deployment.

This checklist shall include the completion of an orientation, receipt of the Statement of Work and attendance of mandated training described within this contract. This checklist shall be updated annually to ensure proper compliance with the contract.

3.4 Physical Examination

Security Guards assigned to work under the terms of this Agreement shall be in good physical condition and capable of fulfilling all work under this agreement.

3.5 Criminal Background Check

The Contractor shall complete a criminal background check of all security personnel prior to assignment under the Contract, and prior to assigning personnel to City facilities, sites, and/or posts. Thereafter, the Contractor shall conduct checks annually or any time deemed necessary by the Contract Administrator. The criminal background check shall be for felony, misdemeanor, and traffic violations within the United States and in any other countries that the individual has resided within the last 10-years. Any security guard found failing to divulge a felony or misdemeanor conviction must not be assigned to the City's security services contract. All costs related to the background checks shall be at the Contractor's expense.

Security Guards, Post Commanders, and Field Supervisors who have been involved in any of the following will not be accepted nor assigned to City security service:

- Weapons Violations
- Felony Conviction
- Violent Misdemeanor Conviction
- Sex Crime Conviction
- Military discharge other than honorable
- Pattern of irresponsible behavior including, but not limited to: driving record (reckless driving, DUI, license suspended or revoked), employment record (excessive absenteeism, equipment abuse, disciplinary problems, insubordination)
- Verification for above violations, military conduct, and crime will be done through California Department of Justice, DMV, and/or FBI.

3.6 Terminated Security Guards

Contractor shall not assign any Security Guard, Field Supervisor, Post Commander or personnel at City locations who have been previously terminated by the City on Contract without the written consent by the Contract Administrator.

3.7 Personnel Levels

The Contractor shall have the capability to provide the number of security guards required to perform regularly scheduled work and to meet the emergency requirements that result from civil disturbances, riots, war, terrorism, natural disasters, labor actions/strikes, and new legislation or executive orders.

The Contractor shall maintain ongoing recruitment for a sufficient number of cleared, trained, and equipped personnel to perform the required work, including backup coverage for security guards who are absent for any reason.

The Contractor shall provide relief personnel as necessary and/or work overtime at no additional cost to the City to ensure that each assignment and Post Order are performed as required.

The Contract Administrator shall have the right, in its absolute discretion, to require the removal of Contractor's personnel, at any level, assigned to the performance of the contract, if such removal is considered necessary and in the best interests of the City. Such personnel shall be promptly removed from the project by the Contractor at no cost or expense to the Contractor Administrator. Further, an employee who is removed for any reason shall not be reassigned to another City facility unless reviewed and approved by the Contract Administrator. The Contractor shall be required to provide a list of removed personnel at the request of the Contract Administrator.

3.8 Subcontractors

Unless otherwise provided or approved by the City, the Contractor shall use its own employees to perform the services described in this Contract. The Contractor shall not use subcontractors to assist in performance of the Contract without the prior written approval of the City. If the City permits the use of subcontractors, Contractors shall remain responsible for subcontractors in meeting all the requirements and performing all aspects of this Contract. The City has the right to approve Contractor's subcontractors and determine an appropriate percentage a Contractor can utilize subcontractors based on the overall services. The City reserves the right to remove or request replacement of subcontractors. The City does not have any obligation to pay Contractor's subcontractors, and nothing herein creates any privity between the City and the subcontractors.

3.9 Personnel Packages

The Contractor shall maintain personnel files and the Contract Administrator shall have the right, at any time, to review and inspection said files, to verify the contractor's compliance with requirements.

The background investigation and personnel files of candidates for the Professional Security Officer shall be reviewed and approved by the Contract Administrator prior to deployment.

4.0 Training

The Contractor shall conduct an orientation that will include, but not be limited to the following topics: Contractor's expectations, goals and guidelines, guard standards of conduct/code of ethics, the Contractor's chain of command and contacts, policies and procedures, legal authority and limitations, sexual harassment, discrimination, workplace violence, employee assistance program, etc. Regular, on-the job training shall, at a minimum, consist of site/facility/location familiarization and understanding the City of Los Angeles and Post Orders.

4.1 Mandated Specialized Training

The Contractor shall establish company policies and develop a curriculum of specialized trainings that will include, but not limited to, use of force, de-escalation, anti- discrimination, and cultural diversity. The Contractor shall ensure their security guards receive these specialized trainings prior to working under this contract. Policies regarding the specialized trainings shall be included in the contractor's Post Orders. The security guards are required to uphold and comply with the policies.

The Contract Administrator may determine future training requirements of the contractor, as applicable.

4.2 Training Record

The Contractor shall maintain a training record for each Security Guard and Field Supervisor assigned to a City facility. The training record shall show, as a minimum, the employee's name, date of employment, and the different types of training provided. Such records shall be maintained in the personnel files.

5.0 Grooming

The Contractor shall establish and enforce rules of cleanliness and neatness for all security personnel. All uniforms and equipment shall be maintained in a clean, serviceable condition and shall be ready at all times for immediate use. Leather equipment shall be kept dyed, shined and shall be replaced when it is cracked or worn out.

5.1 Personal Appearance

Security guards shall maintain a neat, clean, well groomed, and professional appearance at all times.

a) Hair shall be properly trimmed and shall not extend below the top of the shirt collar nor cover any portion of the ear; nor should hair extend below the bottom edge of the collar or interfere with vision in any way.

b) Sideburns shall not extend beyond a point even with the bottom of the ear lobe and shall extend in a clean-shaven, horizontal line. Sideburns shall be trimmed and neat in appearance.

c) A short and neatly trimmed mustache of natural color may be worn. Mustaches shall not extend below the border of the upper lip or the corners of the mouth and may not extend to the side more than one-half inch beyond the corners of the mouth.

d) Neatly-trimmed beards are allowed and must have a natural color with no exotic patterns or designs. All facial hair shall be evenly trimmed with a minimum length of 1/8 inch (3.5mm) in length and shall not exceed 1/2 inch (approximately 13mm) in length. Beards are not authorized until the minimum length is achieved, thus personnel must grow their beards to the minimum length during their time off or away from City service. The neck must remain clean-shaven, and the perimeter lines of the beard shall be neatly trimmed and defined. All personnel shall maintain a professional appearance, regardless of the actual length of their facial hair or the time spent attempting to grow facial hair. Other forms of facial hair such as anchor patches, soul patches, goatee beards or other patch-style hair are not permitted. Additionally, shaving, waxing, plucking or otherwise, removing hair from the beard for the purpose of aesthetic or artistic grooming (shaping, pencil thin, trimming, designer beard, “chin strap" beard, etc.) or other cosmetic effects are prohibited. In defining a beard border, the beard shall not extend down the crease of the neck nor up onto the cheeks under the eye. Personnel who are unable to grow their facial hair into a full, neat, and professional-looking beard will not be authorized. Once an employee has grown their permissible facial hair to a fully filled-in professional length it is to be consistently maintained. This policy is not intended to allow personnel to avoid shaving during their regular duty days. Permission to wear beards can be withdrawn by the Contract Administrator or Chief of Police at any time and at his or her sole discretion.

e) Fingernails shall not extend more than one-quarter inch from the tip of the finger or interfere in any way with performance. Uniformed female employees may only wear clear or neutral (beige or cream) nail polish (white nail tips are allowed) without decals or ornamentation and shall not detract from uniform appearance. Male employees may only wear clear

fingernail polish.

f) No visible tattoos.

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g) No earrings or facial rings of any size.

5.2 Exception to Uniform and Grooming Standards; Religious or Medical Accommodation.

Employees may request an exemption from these uniform and grooming standards when a need exists due to a sincerely-held religious belief and/or practice, or for a bona fide medical condition, and such exemption does not prevent the employee from fulfilling all of their regularly assigned job duties. Examples of such exemptions may include head coverings, clothing items, objects, symbols, hair and grooming standards (such as beards), and other items of dress. Items of dress shall be a color that closely resembles that of the employee's assigned uniform.

6.0 Uniforms, Equipment, and Supplies

The Contractor shall provide each security guard with all equipment necessary to perform their duties including but not limited to: flashlights; two-way radios; protective equipment; cell phones; uniforms; a contractor-issued identification card with company logo, guard name and photo; bicycles; vehicles for patrol; and other related supplies and equipment. All equipment shall be furnished, maintained, and paid for by the Contractor with said cost included in the labor rate for each of the various services performed by the Contractor.

6.1 Uniforms

The Contractor shall ensure that all on-duty guards wear complete uniforms and equipment approved by the Contract Administrator and that they shall carry in their possession a contractor-issued company identification card. The Contractor's Security Guards will be issued uniforms by the contractor, which must be well-fitted, clean, neat, uniform for all personnel assigned, and worn at all times during the performance of their work.

Uniforms closely resembling those worn by City security or police personnel are not authorized and will not be approved. Black or dark blue colored uniforms are not authorized.

Note: Professional Security Guards may wear plain clothes/business suit depending on assignment.

The uniform shall consist of the following:

- Uniform Shirt and Trousers
- Badge

- Nameplate
- Company identification card
- White Crew Neck T-Shirt (worn under the uniform shirt)
- Jacket (matching color of trousers, optional wear)
- Tie (worn with long sleeve shirt, double Windsor "redi-tied" knot)
- Tie Bar (worn level with the bottom points of the shirt pocket flaps)
- Contractor insignia shall be on badge and arm patch, where applicable. "City of Los Angeles" shall be incorporated into arm patch on all uniforms and jackets worn while working on City sites. Badge and arm patch shall be approved by Contract Administrator. Contractor shall require the return of any such insignia or patches upon completion of any Security Guard's assignment with the City. Security Guards may not wear any items that might tend to identify them as police officers or employees of the Los Angeles Police Department.
- Trouser Belt (worn under the Sam Browne)
- Socks
- Cap (optional)
- Rain gear (as needed)
- Shoes (solid black, leather, military type)

6.2 Utility Belt/Equipment

The following equipment is authorized to be worn with their Sam Browne Belt for use by Contract Security Guards (Armed/Unarmed where appropriate) while on duty and at City facilities.

- Four (4) Belt Keepers
- Side Handle Baton and/or Expandable Baton with Ring Holder (24-inch)
- Pepper Spray in Holster
- Handcuffs with Case Holder and key (minimum one pair)
- Key Holder
- Radio
- Firearm (if applicable)
- Magazine pouch (if applicable)

6.3 Firearms and Ammunition

If requested and permitted to carry a firearm while performing security duties, Armed Security Guards are authorized to carry firearms which they have been certified by Bureau of Security and Investigative Services (BSIS and on their current and valid Firearms card. Armed Security Guards are limited in possessing the following: .38 caliber revolver (6-round revolver), a 9 millimeter, or a .40 caliber semi-automatic handgun. Firearms must be carried in an appropriate side holster at all times except when legally necessary or an emergency circumstance exists.

The following are the only approved ammunition to be carried by the Armed Security Guards:

- Speer Gold Dot, .38 Special +P, 135 grain, GDHP, Product No. 53921
- Speer Gold Dot G2, 9 mm Luger, 147 grain, Product No. 54226
- Speer Gold Dot G2, .40 Smith & Wesson, 180 grain, Product No. 53999

Armed Security Guards shall carry two (2) fully loaded speed loaders or two (2) full loaded magazines specifically made for their firearms make and model with case holders are required as part of their equipment to hold extra rounds, not including the rounds already in the firearm.

In extenuating circumstances, the Contractor may submit a request to the Contract Administrator for the allowance to use another brand of ammunition. At the approval of the Contractor Administrator, Contractors may purchase and issue the authorized ammunition to their armed guards. Contractors shall ensure to issue the same brand ammunition to their armed security guards. Armed security guards cannot mix and match ammunition and shall deploy the same brand of ammunition with their firearms.

6.4 Safety

The Contractor shall observe the following safeguards regarding the use of firearms and batons at any and all work sites. This includes, but is not limited to, the distribution of the following safeguards to all Security Guards currently on Post:

a) At NO time will security weapons (i.e., firearms and batons including belt and ammunition), be stored at City sites where security services are being provided.

b) At NO time are the Sam/Sally Browne utility belts, firearms, batons or ammunition to be removed by the Security Guard or left unattended at any City site unless under extreme emergency or in a life-threatening situation.

c) Firearms and batons are NOT to be utilized as a measure of threat nor intimidation but are to be used in a life threatening or restraint situation only.

d) Firearms are NOT to be removed from the Security Guards holster except in a life threatening or restraint situation or when being inspected by the Contract Administrator, Contract Security Liaison, LAPD sworn supervisor, or an emergency exists.

e) Any discharge of a firearm must be reported immediately to the Security Services Division (SECSD) on-duty Watch Commander and Contract Security Liaison for investigation.

f) Loss, theft or misuse of any equipment must be reported immediately to the SECSD on-duty Watch Commander and Contract Security Liaison.

g) Security Guards shall not clean any weapon in or around City facility locations.

h) Unauthorized weapons, holsters, ammunition nor any other uniforms or equipment are expressly prohibited.

All armed contract personnel shall adhere and abide by California Penal Code referencing the proper transportation of their firearms.

6.5 Radios/Cellular Telephones

The Contractor shall furnish each Security Guard with 2-way radios and/or cellular telephones capable of transmitting and receiving clear messages over the required distance within the assigned facility/site or Post and to a Communications Center where emergency services can be immediately requested. The radios and cell phones shall be furnished, maintained, and paid for by the Contractor. The cost is included in the fee schedule set forth herein for each of the various services performed by the Contractor.

There are designated LAPD locations/assignments in which SECSD will assign an LAPD radio at an outlying post location or may issue a radio to the Security Guard. The Security Guard shall maintain responsibility, maintenance and use of the radio when assigned at these respective locations and, if issued, upon completion of their assignment, return the radio. The Security Guard shall make notification to the on-duty Watch Commander should there be any issues with the radio (broken, not operating properly, etc.).

6.6 Vehicles

When the City requires the Contractor to use a vehicle, it shall be the responsibility of the Contractor to furnish properly insured vehicles, in good operational and mechanical condition. Vehicles must be properly marked with the company name and logo.

Security personnel shall possess a valid California Driver's License.

6.7 Bicycle Patrol

Contractor shall provide bicycle patrol Security Guards with bicycles, helmets, and relevant equipment suitable for law enforcement patrols and activities.

7.0 Guard Tour Management System

The Contractor shall provide a Guard Tour Management System (GTMS) (also known as Guard Tour Monitoring System) capable of real-time results acceptable to the City. This will be done at the Contractor's expense within 30 days following the execution of this Contract. The Contractor will be responsible for maintaining the system and replacing it if it becomes inoperable. The system should accurately track the reporting times, meal times, end times, and patrol locations of each Security Guard, verifying that they are at work on time and patrolling each location based on the existing Post Orders. Security personnel shall ensure required patrols are captured via the GTMS. The system needs to be available in real-

time on the Contractor's web portal and provide alert methods such as automated e- mail notifications to the Contract Security Liaison Unit and/or designated City representatives for instances of late arrival by security guards. Field Supervisors are required to sign-in and sign-out in the GTMS and reflected on the Field Supervisors' logs when performing sites visits.

A web portal system shall be established and maintained and must contain any information requested by the contract administrator. The system should be available in real-time and directly accessible by LAPD authorized personnel as requested by the Contract Administrator.

8.0 Emergency/Urgent Coverage

In case of a need for emergency services, coverage shall be provided and scheduled in accordance with the terms and conditions as requested for non-scheduled needs and augmentation of security guards to meet City security needs/contingencies. It will be the Contractor's duty and responsibility to provide security services for emergency/urgent coverage as required by the circumstances, at attentive rates in the Fee Schedule, for work approved and authorized by the Contract Administrator.

8.1 Emergency/Urgent Services Personnel Requirements

Emergency/urgent services personnel shall meet all the training qualifications and requirements specified in this Contract.

8.2 Reverting to Regular Schedule

The Contractor's personnel responding to emergency/urgent services shall revert back to regular security service/Post assignments on the first day after the authorized cancellation of the request for emergency services.

9.0 General Contract Requirements

All work under this agreement shall be performed in all respects in strict compliance with the specified requirements of the Contract.

A Contract Security Request shall be submitted for each request for security services at any City location and shall be reviewed and approved by the Contract Administrator prior to the working under this contract. These requests include adding services to pre-existing schedules/assignments. City will not pay contractor for security services to any city site without such prior authorization from the Contract Administrator

The Contract Administrator has the right to obtain, from the Contractor, any security guards' schedules, Post Orders, and facility procedures upon request for any assignment.

9.1 Reverting Site Locations to City Security Forces

The City reserves the right to have any City facility/site location revert from utilizing Contract security services to City security forces, as determined by the Contract Administrator.

9.2 Added Site Locations As Needed

As needed and necessary, the Contract Administrator will contact the Contractor to discuss added or deleted site locations for security services as specified at the time of need and under the same terms and conditions of the Contract. The Contractor is reminded not to schedule, provide, or render any security services to any City entity unless there is a written Contract Request Form authorizing such security services from the Contract Administrator. In such case, the Contractor shall refer said requests back to the Contract Administrator. The Contractor will not be paid for security services rendered without prior authorization by the Contract Administrator.

This Agreement shall be nonexclusive and the City reserves the right to procure additional Contractors under this Agreement, or to engage security services under a different agreement. The City may add or remove facilities, buildings and other locations from governance as it sees fit over the course of the Agreement. The City may supercede this Agreement with a replacement agreement.

9.3 Changes, Additions, and Deletions

The City reserves the right to monitor and review the City's security needs. As City security needs change or develop, the City may make changes, additions, and deletions in the Schedule of Work (hours, days, dates, times and sites). Should any changes be made, the Contractor shall provide written confirmation of the requested changes within three business days. After warning, the City will be entitled to liquidated damages of $100 for all subsequent occurrences. The

Contractor shall perform the work as changed and shall be paid for the actual quantity of work performed by such changes, whether increased or decreased.

When necessary, the Contract Administrator will contact the Contractor to make any changes as required to amend, modify, or delete specific Contract and Post Orders when such amendment, modification, or deletion is determined by the Contract Administrator to be in the best interest of the City.

9.4 Holidays

The City shall have the right to request security coverage on and during all holidays observed by the City, State of California or United States, as each entity defines them, and including any specially proclaimed or designated holidays. City Holidays are as follows (in the event of a conflict, the City's official calendar shall prevail over the dates below):

New Year's Day	January 1
Rev. Dr. M. L. King Jr. Day	Third Monday in January
President's Day	Third Monday in February
Cesar Chavez Day	Friday or Monday nearest to March 31
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Indigenous Peoples Day	Second Monday in October
Veteran's Day	November 11
Thanksgiving	Fourth Thursday and Friday in November

9.5 Contract Management

The Contractor shall designate a Contract Manager to provide day-to-day general administration and managerial direction of the required contract work and overall personnel administration of Contractor's assigned personnel. This person shall become the City's primary contact person and be available as needed for the administration and effective functioning of the requested security services required in the Contract.

During office hours, the Contractor shall respond to telephone calls from the Contract Administrator within 60 minutes. Emergency calls shall be returned immediately and not longer than 30 minutes regardless of the time or day the call is received. Electronic correspondence (email) shall be responded to within the next business day. After warning, liquidated damages in the amount of $100 per

incident may be assessed for responses exceeding the stated limits.

9.6 City and Contractor Staff Meetings

The Contractor shall meet with the Contract Administrator and/or their representative. As needed to discuss administration of this Contract. This includes but is not limited to: solutions to problems, quality of services, Contract compliance, changes in statement of work, discrepancy reports, invoicing, and status of services.

9.7 Contractor Transition and Cooperation

In accordance with the Service Contract Worker Retention Ordinance (SCWRO), all Contractors involved in any location coverage transition shall fully cooperate and assist each other to facilitate a smooth changeover during Contract implementation, for the term of the Agreement, and at Contract expiration. Any disputes, disagreements, and/or differences of opinions between the Contractors will be reviewed and resolved by the Contract Administrator. Such decisions are final and shall not be subject to further review

9.8 Non-Exclusive Agreement

The Contractor understands and agrees that this is a non-exclusive agreement to provide security services to the City and that the City has entered into other Contracts for the provision of security services. Execution of this Agreement does not guarantee that the City will request the Contractor to provide any services.

9.9 Accounting and Financial Records

Accounting and financial records shall be maintained in accordance with generally accepted accounting principles and practices. All records shall be maintained by the Contractor, and access shall be provided to the City during the entire term of the Contract

and for three (3) years after final payment is made by the City unless the City gives written permission to the Contractor to dispose of said records prior to the end of the retention period.

9.10 Audits and Inspection of Records

Upon receipt of reasonable notice and during the Contractor's regular business hours, the City can perform audits to inspect the records relative to the work performed under the Contract at any time as deemed necessary. The Contractor shall provide the City's authorized representative(s) or agent(s) such access to the Contractor's records and facilities housing the records to examine, audit, inspect, excerpt, photocopy, or transcribe the records relative to work performed including: payroll, employee wages, benefits, contract expenses, and other

documents relative to the performance of the contract requirements, terms, and conditions under the Contract.

9.11 Labor Activity

If any strike, boycott, picketing, work stoppage, slowdown or other labor activity is directed against the Contractor by its employees, or similar labor activity conditions are directed against the City by City employees which result in the curtailment or discontinuation of services performed hereunder, the City shall have the right during said period to employ any means legally permissible under law to have the work performed.

9.12 Compensated Benefits

Contractor's services are being performed as an independent contractor and not as an agent or employee of the City, therefore Contractor is not entitled to any vacation, sick leave, Worker's compensation, pension or any other City Benefits.

10.0 Invoices

For acceptable performance, the Contractor shall invoice the City monthly and shall be paid for the total number of hours worked in the previous month. Contractor shall send monthly invoices and supporting documents (see below) to the following email address:

SECSD_CONTRACT_SECURITY@lapd.lacity.org

The subject of the email should be entitled: "Contract Security Monthly Invoice"

Original invoices payable by other City departments shall be sent to the City department stated on the Contract Request Form; and any third-party using contract security services must be authorized and funded by a City department.

10.1 Submission

The invoices for services per Contract Request Form must be submitted on or before the 15th day of each month following the month in which services were rendered. If the 15th falls on a weekend, invoices will be due on the next business day.

10.2 Approval of Invoices

The Contractor shall prepare a monthly statement with current charges for work performed. Invoices shall be submitted with appropriate billing information including Contract number, invoice number for each site, and accounting summaries as required. The Contractor is required to submit a cover sheet, Guard Tour Report, back up, employee sign-in sheets, any correspondence

documenting extra coverage, and the field supervisor site visit log with all invoices. As part of the invoice, the Contractor is required to provide a list by location or City facility with the following information:

- Hours performed by date, day, and hours of coverage (starting time and ending time)
- Total hours for the day and total hours for the month
- The names of the Security Guards providing services

Those invoices not acceptable will be returned to the Contractor with detailed information to include, but not limited to, date and reason for correction. The Contractor shall have the opportunity respond to the requested corrections or to correct and re-submit within three (3) business days for further review. Failure to submit in a timely manner may further delay payments of an invoice.

In the event an invoice or portion thereof continues to be in dispute, the City may withhold any portion of an invoice it disputes in good faith. The City shall timely pay all undisputed portions of invoices in accordance with this section.

In the event a City Department utilizing this Agreement disputes any part of an invoice hereunder, they shall immediately fill out and submit to SECSD the most recent revised State of California Invoice Dispute Notification, STD. 209.

Contractor may elect to offer a “1/10 Net 30” discount. In such instance they shall write the words, “1/10 Net 30,” or words to that effect, on an invoice, or otherwise convey the offer to the City. For any such invoice, City may pay within 10 days of receipt and in such event shall be entitled to a 1% discount for the paid balance of the invoice.

City Departments/Offices utilizing this Agreement shall report expenditures for contract security services to SECSD by the 15th day of each month following the month in which said expenditures are paid.

LAPD is not responsible for any obligation owed by any other City Department/Office to any Contractor hereunder. LAPD shall not be required to enforce, communicate, arbitrate or mediate any monetary dispute between any other City Department/Office and any Contractor hereunder.

10.3 Fees

The Contractor shall submit invoices as described herein for the services performed for which payment is requested. Said services shall be billed in the amounts set forth in fee schedule identified as Attachment C and attached hereto and incorporated herein by this referral. The total dollar amount that the City will pay the Contractor for satisfactory services rendered under the terms of this contract may be up to, but not exceed, thirty million dollars ($30,000,000)

annually, or such amount as shall be set by the City as the aggregate annual spending limit of this Agreement.

10.4 Penalties/Damages

The Contractor shall perform all work under the Contract during the Contract Term/Period of Performance. If any work by the Contractor is deficient because of the failure to perform the work or meet the criteria of the work in accordance with the standards in this agreement, the Contract Administrator will report such deficiencies to the Contractor. If amounts are to be withheld or deducted from payments to the Contractor, the City will forward notice describing the reasons for said action.

The Contract Administrator will thereafter take the necessary action and based on a progressive system, corrective measures will be initiated in attempt to correct the

deficiency. The typical levels of the progressive system may involve discussions/ verbal warnings, liquidated damages and/or removal of services from assigned facility. The level determined appropriate for each deficiency will depend on a variety of factors that include the severity of the incident, previous performance work history, pattern of occurrences and impact to other security companies and/or City departments.

For the purposes of the contract, liquidated damages are defined as a means of compensation for breach of the contract. It is impractical or extremely difficult to ascertain the extent of actual damages resulting from the failure of Contractor to correct a deficiency within a specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages is $100 per infraction, or as specified in the Performance Requirements Summary chart (Exhibit 1 of this Statement of Work), and that Contractor shall be liable for the liquidated damages in said amount. Said amount shall be deducted from City's payment to contractor.

11.0 City's Responsibilities

The following are the City's responsibilities under the Agreement:

11.1 Authority and Duties of the Contract Administrator

The Commanding Officer, Security Services Division, is the Contract Administrator and shall represent the Chief of Police in the operation and management of this agreement. The Contract Administrator may make temporary changes in assignments, tasks, task frequencies, or methods. Any temporary changes shall not be considered modifications of the agreement and shall not affect the amount of payment to the Contractor.

11.2 Authority and Duties of the Contract Coordinator

The Contract Administrator may appoint an individual or individuals as City Contract Liaison Coordinator (Coordinator) to monitor and inspect the Contract performance of the security work. The Coordinator is not authorized to revoke any requirements of the Contract. The Coordinator is authorized to call to the attention of the Contractor any non-performance of security services for the work called under the agreement. The Coordinator shall in no case act as a foreman or perform any other duties for the Contractor, nor interfere with the management of the work under the agreement. Any advice given to the Contractor shall in no way be construed as Contract changes and binding to the City or releasing the Contractor from fulfilling all requirements of the agreement.

The Coordinator shall ensure the requesting department provide adequate and basic requirements for contract personnel assigned to their locations to include shelter from the elements and access to restrooms and hand washing station prior to the start of any assignment.

11.3 Authority and Duties of the Department/Office Representative

Departments or offices of the City utilizing this Agreement with the consent of the LAPD shall nominate a Department/Office Representative to be confirmed by LAPD in its granting of permission to use this Agreement.

11.4 Complaints

All complaints against Contractor's personnel shall be directed in writing to the Contract Administrator and notifications made to the Contractor.

12.0 Documenting Complaints

The Contractor shall complete a written narrative that includes a description of events that led to the complaint, including date and time of occurrence, a list of all involved persons, location of occurrence, nature of the complaint allegation(s), and statements (written, tape-recorded, or other) made by involved persons including the subject employee(s).

12.1 Complaints Reported to the City

The Contract Administrator shall notify the Contractor of any complaint received and work in cooperation with the Contractor to resolve the complaint.

12.2 Contract Personnel Complaint Investigation and Interview

The Contract Administrator reserves the exclusive right to immediately interview and investigate any employees under the control or direction of the Contractor, upon receiving any reported complaint or allegation of misconduct. Any employee

who declines or refuses to participate in an interview or cooperate with an investigation conducted by the Contract Administrator, shall be ordered by the Contractor to cooperate. Failure to cooperate with the investigation and interview conducted by the Contract Administrator or designee is considered as non-complying with this Contract requirement.

ATTACHMENT C

FEE SCHEDULE

FEE SCHEDULE FOR
SECURITY GUARD SERVICES
EFFECTIVE February 20, 2025
LIVING WAGE ORDINANCE

The following is the fee schedule for the different types of Security Guards defined in the Agreement.

Position	Security Guard		Security Guard / Bike		Security Guard / Vehicle	
	Regular	Overtime	Regular	Overtime	Regular	Overtime
Unarmed Security Guard	$30.65	$45.98	$32.15	$48.23	$33.65	$50.48
Armed Security Guard	$34.14	$51.21	$35.64	$53.46	$37.14	$55.71
Armed Security Shift Supervisor	$37.07	$55.61	$38.57	$57.86	$40.07	$60.11
Armed Security Field Supervisor	$37.07	$55.61	$38.57	$57.86	$40.07	$60.11
Post Commander	$38.56	$57.84	$40.06	$60.09	$41.56	$62.34
Professional Security Guard	$50.25	$75.38	$51.75	$77.63	$53.25	$79.88

- $1.50 will be added to the corresponding requested position and the appropriate level payment rate for a bike certified security officer.
- $3.00 shall be added to the corresponding requested position and the appropriate level payment rate for vehicle patrols.
- Compensation for Field Supervisors must be reviewed and approved in writing in advance of deployment, by the Contract Administrator.
- All hours worked on City designated holidays will be invoiced at the corresponding overtime rate per position.
- Overtime rates will be invoiced for the first 72 hours of newly requested assignments when less than 48-hours' notice is provided.
- Payment terms are net 30 after receipt and approval of the correct monthly invoice submitted for work performed at all sites assigned to the contract security company.
- Minimum of 4 hours billing for requests less than 4 hours.
- Rates will be adjusted each contract year, consistent with the living wage ordinance published for the corresponding fiscal year, or as they take effect.

ATTACHMENT D

CONFIDENTIALITY AGREEMENT

Professional Services Agreement

Confidentiality Agreement

I, Nune Gipson, or the entity for which I am an employee, independent contractor, or subcontractor (hereinafter referred to as "Contractor"), have entered into a contract (hereinafter referred to as the "Agreement") with the City of Los Angeles to provide various services to the City of Los Angeles (hereinafter referred to as "City").

I will provide temporary services to City and as part of these services I will have access to confidential information. "Confidential Information" includes all data, records, documents, audio or visual recordings, materials, products, technology, computer programs, specifications, manuals, business plans, software, marketing plans, financial information, and other information disclosed or submitted, orally, in writing, or by any other media, to me by City pursuant to the Agreement or this Confidentiality Agreement, regardless of whether the information is marked or otherwise identified in writing as confidential, and regardless of whether the Confidential Information is received prior to execution of this Confidentiality Agreement.

I further understand that all Confidential Information provided to me by City, or accessed or reviewed by me during the performance of this assignment will remain the property of City.

I agree to use Confidential Information solely in connection with providing services to City under the Agreement and for no other purpose.

I agree not to provide Confidential Information, nor disclose its content or any information contained in it, either orally or in writing or in any form to transmit information, to any other person or entity, unless required by law or court order. I further agree not to make copies of any Confidential Information unless a formal request is made and approved by City.

I agree to promptly notify City of all requests, notices, subpoenas, pleadings, or other means, for the release of Confidential Information received by me.

I agree that I will not divulge to any unauthorized person, Confidential Information or any other information obtained while performing work pursuant to the Agreement between me and City.

I will be responsible for protecting the confidentiality and maintaining the security of all Confidential Information in my possession. I agree to use the same standard of care to protect City's Confidential Information as I use to protect my

own confidential and proprietary information, but not less than a reasonable standard.

Upon request by City, or completion or termination of my assignment under the Agreement, I will promptly return or destroy all Confidential Information in my possession at City's discretion, and provide City with written certification stating that such Confidential Information has been returned or destroyed.

This Confidentiality Agreement is to apply in conjunction with any prior confidentiality agreement between myself and City, and will not nullify such agreements; however, this Confidentiality Agreement will take precedence. Any conflicts with any other agreements will be modified to comply with the terms and intent of this Confidentiality Agreement.

I acknowledge that violation of this Confidentiality Agreement may subject me to civil and/or criminal action and that City will seek all possible legal redress.

Nune Gipson	
Name of Signatory	Contractor Signature
CEO	02-11-2025
Signatory Title	Date

Contractor Address:

7120 Hayvenhurst Ave., Suite 104, Van Nuys, CA 91406

Agreement Number C-141555-1

FIRST AMENDED AND RESTATED PROFESSIONAL SERVICES AGREEMENT

between

THE CITY OF LOS ANGELES

and

GSGS MANAGEMENT, INC.
(Formerly GSG PROTECTIVE SERVICES CA INC.)

for

SECURITY GUARD SERVICES

Said Agreement is Number C-141556-1

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ATTACHMENTS

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FIRST AMENDED AND RESTATED AGREEMENT NO. C-141556
BETWEEN
THE CITY OF LOS ANGELES
AND
GSGS MANAGEMENT, INC.
(Formerly GSG PROTECTIVE SERVICES CA INC.)

THIS FIRST AMENDED AND RESTATED AGREEMENT ("Agreement") is made and entered into by and between the City of Los Angeles, California, a municipal corporation (hereinafter referred to as the "City") acting by and through the Los Angeles Police Department (hereinafter referred to as the "LAPD" or "Department") and GSGS Management, Inc., a Delaware corporation (hereinafter referred to as the "Contractor") (each a "Party" and collectively, the "Parties").

RECITALS

WHEREAS, Section 22.225.1 of Division 22, Chapter 11, Article 3 of the Los Angeles Administrative Code charges the Los Angeles Police Department (LAPD) with providing security services and patrol for City facilities; excluding Department of Airports, Department of Water, and Harbor Department facilities; and

WHEREAS, on February 20, 2020, the City issued a Request for Proposals (RFP No. 19-310-002), seeking qualified firms to perform the above-referenced security guard services; and

WHEREAS, GSG Protective Services CA Inc. submitted a proposal in response to said RFP and the City found it to be satisfactory in response to the services required by the City, and determined that the Contractor had the experience and qualifications to provide the type and level of service required by the City; and

WHEREAS, on January 12, 2021, the Board of Police Commissioners approved the recommendation by staff of the selection of GSG Protective Services CA Inc. and authorized the LAPD to negotiate an agreement with GSG Protective Services CA Inc.; and

WHEREAS, on February 21, 2022, the LAPD and GSG Protective Services CA Inc. entered into Contract No. C-141556 ("Original Agreement") to provide professional security services and patrol for City facilities; excluding Department of Airports, Department of Water and Power, and Harbor Department facilities; and

WHEREAS, the Original Agreement was for three (3) years, which commenced on February 21, 2022 and will terminate on February 20, 2025; and

WHEREAS, on June 30, 2024 GSG Protective Services CA Inc. transferred its professional security services to the Contractor; and

WHEREAS, the Contractor's services are of a professional, specialized, and occasional nature; and

WHEREAS, City has been using the Contractor's services and has a continuing need to do so; and

WHEREAS, City and Contractor now wish to enter into this First Amended and Restated Agreement to (1) extend the agreement for a period of two years, with a new expiration date of February 20, 2027, (2) increase the contractual not to exceed amount, for a new total not to exceed amount of $35,000,000 year across all security services contracts, (3) replace Standard Provisions for City Contracts (Rev. 9/22 [v.1]) with Standard Provisions for City Contracts (Rev. 1/25 [v.2]); replace Attachment C – Fee Schedule; and (5) make certain other changes deemed necessary by the Parties.

NOW THEREFORE, in consideration of the above promises, and of terms, covenants and considerations set forth herein, the parties do agree as follows:

SECTION 1.0
PARTIES TO THE AGREEMENT AND REPRESENTATIVES

1.1 Parties to the Agreement

The Parties to this Agreement are:

A. City –The City of Los Angeles, a municipal corporation, having its principal office at 200 North Spring Street, Los Angeles, California, 90012.

B. Contractor – GSGS Management, Inc., having its principal address at 4001 Inglewood Avenue #101-382, Redondo Beach, CA 90278.

1.2 Representatives of the Parties and Service of Notices

The representatives of the respective parties who are authorized to administer this Agreement and to whom formal notices, demands and communications will be given are as follows:

A. The representative of the City shall be, unless otherwise stated in the Agreement:

Chief of Police
Los Angeles Police Department
100 West First Street, Tenth Floor
Los Angeles, California 90012

With copies to:

Commanding Officer
Security Services Division
Los Angeles Police Department
201 North Los Angeles Street, Suite 2
Los Angeles, California 90012
Phone Number: (213) 978-4660

B. The representative of the Contractor shall be:

Diana Meraz
Executive Vice President
GSGS Management, Inc.
4001 Inglewood Avenue #101-382
Lawndale, California 90260
Phone Number: (310) 371-5300

C. Formal notices, demands and communications to be given hereunder by either party must be made in writing and may be effected by electronic mail (e-mail), personal delivery or by registered or certified mail, postage prepaid, return receipt requested and will be deemed communicated as of the date of mailing.

D. If the name of the person designated to receive the notices, demands or communications or the address of such person is changed, written notice will be given in accord with this Section, within five (5) working days of said change.

SECTION 2.0
TERM OF AGREEMENT AND SERVICES TO BE PROVIDED

2.1 Term of Agreement

This Agreement is effective as of the date by which the authorized signatories of each of the parties to the Agreement has signed the Agreement and the City Attorney has signed the Agreement as to form ("Effective Date").

Unless terminated earlier pursuant to in PSC-9 (Termination), of the Standard Provisions for City Contracts (Rev. 1/25 [v.2], this Agreement will terminate on February 20, 2027.

2.2 Ratification

Due to the need for the Contractor's services to be provided continuously on an ongoing basis, the Contractor may have provided services prior to the execution of this contract. To the extent that the Contractor's services were performed in accordance with the terms and conditions of this Agreement, those services are hereby ratified.

2.3 Statement of Work to be Performed

A. During the term of this Agreement, Contractor shall provide the Services, and implement the tasks identified herein and in Attachment B, Statement of Work ("SOW"), and Attachment C, Fee Schedule, which are attached hereto and incorporated herein by reference.

B. All work and tasks are subject to City approval in accordance with the SOW. Failure to receive approval may result in the withholding of compensation for such work pursuant to Section 3.3, Method of Payment, of this Agreement.

C. Notwithstanding any other provision of this Agreement, the Contractor shall perform such other work within the SOW as necessary to ensure that the work provided under this Agreement meets the requirements set forth in this Agreement and all Attachments.

D. In the event that the City requires services in addition to those specified in this Agreement, Contractor agrees to provide such services in accordance with Section 7.3, Amendments, of the Agreement. Prior to performance of additional work, this Agreement will be amended to include the additional work and payment therefor.

SECTION 3.0
COMPENSATION AND METHOD OF PAYMENT

3.1 Compensation

A. The City will pay the Contractor for satisfactory services provided under this Agreement, in accordance with the wage rates specified in Exhibit C,

Fee Schedule, of this Agreement, which are incorporated herein by this reference. On July 1 of each year of this Agreement, or such time as determined by the City Council, the payment rates reflected in Exhibit C, Fee Schedule, shall increase by the same dollar amount that the Living Wage increases under the Living Wage Ordinance (Los Angeles Code Section 10.37 et seq.).

B. The City's obligation to make payments under this contract will be limited to the current appropriation(s) for that purpose. At the time of execution of this contract, the total appropriation(s) for the combined set of all LAPD security guard services contracts will not exceed Thirty-Five Million Dollars ($35,000,000.00) per year, including state and local taxes. The Contractor will not provide any services, goods or equipment, and the City will not pay for any services, goods or equipment provided, in excess of the funds appropriated by the City for this Contract.

C. Contractor's services are being performed as an independent contractor and not as an agent or employee of the City, therefore Contractor is not entitled to any vacation, sick leave, Worker's Compensation, pension or any other City Benefits.

D. Contractor understands and agrees that it may not make any financial commitment on behalf of the City, incur any cost or expense on behalf of the City, or obligate the City to make payments for any cost or expenses, unless authorized in the approved work plans.

3.2 Taxes

A. To the extent that any of the Services or Deliverables to be provided by Contractor hereunder are subject to any California sales and use taxes, City and Contractor acknowledge and agree that such taxes shall be collected from the City. Contractor acknowledges and agrees to remit the same to the appropriate tax collection authorities in the manner set forth under applicable law. Contactor shall be solely responsible for any uncollected and unremitted taxes due and owing to the appropriate tax collection authorities and shall indemnify the City for any losses in connection with any uncollected and unremitted taxes due.

3.3 Method of Payment

A. Invoices

The City shall pay the Contractor pursuant to the requirements of this Section 3.0 after receipt and approval of the Contractor's invoices by the

City. To ensure that services provided under personal services contracts are measured against services as detailed in this Contract, the Controller of the City of Los Angeles has developed a policy requiring the following supporting documentation to be submitted with all invoices:

Billing and Invoicing Requirements

The contractor is required to submit invoices that conform to City standards and include, at a minimum, the following information:

i. Name and address of contractor
ii. Division and Department name and address where services were provided
iii. Date of invoice and period covered
iv. Contract number or authority (purchase order) number
v. Description of completed task and amount due for task, including:
    a. Name(s) of personnel working on task
    b. Hours spent on task and timesheet(s) supporting charges (if applicable)
    c. Rate(s) per hour and total due
vi. Certification by a duly authorized officer
vii. Discount and terms (if applicable)
viii. Remittance Address (if different from company address)
ix. Taxes (indicate taxable vs. non-taxable items)

B. All invoices shall be submitted on Contractor's letterhead, contain Contractor's official logo, or other unique and identifying information such as the name and address of the Contractor. Evidence that tasks have been completed shall be attached to all invoices.

C. Invoices and supporting documentation shall be prepared at the sole expense and responsibility of the Contractor. The City will not compensate the Contractor for costs incurred in invoice preparation. The City may request, in writing, changes to the content and format of the invoice and supporting documentation at any time. The City reserves the right to request additional supporting documentation to substantiate costs at any time.

Tasks that are completed by subcontractors shall be supported by subcontractor's invoices, copies of pages from reports or other unique documentation that substantiates their charges.

D. ***Failure to adhere to these policies may result in nonpayment or non-approval of demands, pursuant to Charter Section 262(a)***, which requires the Controller to inspect the quality, quantity, and condition of

services, labor, materials, supplies, or equipment received by any City office or department, and approve demands before they are drawn on the Treasury.

City payments to Contractor shall be paid within 30 days after approval by City provided however, that City may withhold any portion of an invoice that it disputes in good faith. In the event an invoice or portion thereof is in dispute, City shall notify Contractor of the potential disapproval action and afford Contractor an opportunity to be heard prior to official disapproval.

City shall pay all undisputed portions of invoices in accordance with this Section.

E. Invoices that are payable by LAPD/Security Services Division (SECSD) shall be submitted to the following email address:

SECSD_CONTRACT_SECURITY@lapd.lacity.org
Subject: Contract Security Monthly Invoice

Original invoices payable by other City departments shall be sent to the City department stated on the Contract Request Form.

SECTION 4.0
PERSONNEL

4.1 Key Personnel

A. Project Manager

Contractor shall assign a project manager with full authority to administer the Agreement for Contractor.

B. Staff Size

The size of the staff employed by Contractor in the performance of the Services must be kept consistent with the staff size articulated in Attachment B, Statement of Work, and as is otherwise necessary to perform the services anticipated in this Agreement.

4.2 Changes in Key Personnel

Contractor agrees to minimize changes to its key project personnel. City shall have the right to request key project personnel changes and to review and

approve key project personnel changes proposed by Contractor. City's approval of key project personnel assignments and changes shall not be unreasonably withheld.

4.3 Background Checks

To the extent permitted by applicable law, the City may conduct background checks at its expense on the Contractor, its employees, designated replacement employees, agents, and subcontractors who will have, or may have, access to City information and data during the performance of this Agreement. The Contractor recognizes the highly sensitive nature of such information and data and agrees to cooperate with the City and provide, to the extent permitted by applicable law, whatever information the City requires in order to conduct background checks including, but not limited to, verification of education and previous employment. The City may request changes to Contractor personnel pursuant to Section 4.2 of this Agreement in response to background check information, and the Contractor will accommodate such request for personnel changes. Both parties agree to keep the results of any background checks confidential in accordance with the provisions of Section 7.1, Confidentiality of Information, as permitted by applicable law. Disqualification of any member of Contractor's staff pursuant to this Section shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Agreement.

4.4 Training of Contractor's Personnel

Contractor shall be responsible for the provision of mandatory training for all staff at the time of initial employment and on an ongoing basis, as may be required by federal and State law. Contractor shall further be responsible for, and shall provide for, the training of all appropriate staff on all applicable state and County of Los Angeles policies and procedures relevant to the performance of the agreed upon services, as well as on any other matters that City may reasonably require.

SECTION 5.0
SUBCONTRACTORS

5.1 Subcontracts/Joint Participation Agreements

With prior written approval of the Department, Contractor may enter into subcontracts with other vendors for the performance of portions of this Agreement. Contractor shall at all times be responsible for the acts and errors or omissions of its subcontractors in the performance of this Agreement. Nothing in

this Agreement shall constitute any contractual relationship between any subcontractors and the Department or any obligation on the part of the Department to pay, or to be responsible for the payment of any sums to any subcontractors.

5.2 Provisions Binding on Subcontracts

The provisions of this Agreement, which by their nature are required to be imposed upon subcontractors, shall apply to all subcontractors in the same manner as to Contractor. In particular, the LAPD will not pay, even indirectly, the fees and expenses of a subcontractor that do not conform to the terms of this Agreement.

SECTION 6.0
DISPUTES

The parties shall undertake to reach an amicable settlement in cases of Dispute. If an amicable settlement cannot be reached, or in the event of default that could result in termination of this Agreement, City and Contractor shall schedule a meeting of their representatives in a good faith attempt to resolve the issues in Dispute. The meeting shall allow for a detailed presentation of each party's views on the issues and potential solutions to the Dispute or default. If possible, the meeting should result in an agreed upon course of action to resolve the Dispute or default.

Contractor and City shall continue to perform any obligations under this Agreement during any Dispute.

The provisions of Sections 5.169 and 5.170 (Div. 5, Ch. 10, Art. 1) of the Los Angeles Administrative Code and Section 350 of the City Charter shall govern the procedure and rights of the parties with regard to claims arising from this Agreement.

SECTION 7.0
MISCELLANEOUS

7.1 Confidentiality of Information

Information, documents, records, software programs, and data furnished to Contractor by the City and other documents to which Contractor has access during the term of this Agreement are confidential information (hereinafter referred to as "Confidential Information"). Contractor may not disclose Confidential Information in any manner without the prior written consent of the City. Contractor must ensure that each employee or subcontractor hired by

Contractor who is sent on an assignment under this Agreement will have executed a Confidentiality Agreement prior to commencing any assignment. The Confidentiality Agreement to be used is attached hereto as Attachment D.

Contractor and its employees or subcontractors may, in the course of the work, gain access to certain confidential City and/or other law enforcement agency information, including "Criminal History Information." Accordingly, Contractor agrees to provide each of its employees and subcontractors who provide services at City of Los Angeles facilities with the provisions of the Crime Control Act of 1973.

Contractor must implement reasonable and prudent measures to keep secure and private all confidential and criminal history information, as defined in the Crime Control Act of 1973, which has been accessed during the performance of the Agreement.

7.2 Crime Control Act of 1973

Contractor shall adhere to the Crime Control Act of 1973. The term "title" means Crime Control Act of 1973, Title 1 – Law Enforcement Assistance. The term "criminal history information" includes records and related data contained in an automated criminal justice informational system, compiled by law enforcement agencies for purposes of identifying criminal offenders and alleged offenders and maintaining as to such person's summaries of arrests, the nature and disposition of criminal charges, sentencing, confinement, rehabilitation and release.

Except as provided by Federal law other than the Crime Control Act of 1973, Title 1 – Law Enforcement Assistance, no officer or employee of any recipient of assistance or Contractor or subcontractor under provisions of this title may use or reveal any research or statistical information furnished under this title by any person and identifiable to any specific private person for any purpose other than the purpose for which it was obtained in accordance with this title. Copies of such information will be immune from legal process, and will not, without the consent of the person furnishing such information, be admitted as evidence or used for any purpose in any action, suit, or other judicial or administrative proceedings.

All criminal history information collected, stored, or disseminated through support under this title must contain, to the maximum extent feasible, disposition as well as arrest data where arrest data is included therein. The collection, storage and dissemination of such information will take place under procedures reasonably designed to ensure that all such information is kept current therein; the recipient of assistance and any Contractor or subcontractor must assure that the security and privacy of all information is adequately provided for and that information will

only be used for law enforcement and criminal justice and other lawful purposes. In addition, an individual who believes that criminal history information concerning him/her contained in an automated system is inaccurate, incomplete, or maintained in violation of this title, will, upon satisfactory verification of his/her identity, be entitled to review such information and to obtain a copy of it for the purpose of challenge or correction.

Pursuant to Section 524(c) of Title 1 of the Crime Control Act of 1973, any person violating the provisions of this Section, or of any rule, regulation or other issued thereunder, will be fined not to exceed $10,000 in addition to any other penalty imposed by law.

Contractor shall ensure that these requirements are provided to and apply to all subcontractors of this Agreement.

7.3 Amendments

Any change in the terms of this Agreement must be incorporated into this Agreement by a written amendment properly executed and signed by the person authorized to bind the parties thereto.

7.4 Standard Provisions

The Contractor must comply with the applicable Standard Provisions for City Contracts (Rev. 1/25 [v.2], attached hereto as Attachment A and incorporated herein by this reference.

7.5 Border Wall Bid Disclosure

Contractor shall comply with Los Angeles Administrative Code ("LAAC") Section 10.50 *et seq.,* "Disclosure of Border Wall Contracting." City may terminate this Contract at any time if City determines that Contractor failed to fully and accurately complete the required affidavit and disclose all Border Wall Bids and Border Wall Contracts, as defined in LAAC Section 10.50.1. The required affidavit must be submitted online at www.rampla.org.

7.6 Use of Marks

Except as expressly provided in this Agreement, Contractor shall not use the City or LAPD's names, logos, seals, insignia or other words, names, symbols or devices that identify the City or LAPD, for any purpose except with the prior written consent of, and in accordance with restrictions required by the City.

7.7 Media, Publicity, and Case Studies

Contractor shall refer all inquiries from the news media to LAPD, shall immediately contact LAPD to inform City of the inquiry, and shall comply with the procedures of LAPD's Public Affairs staff regarding statements to the media relating to this Agreement or Contractor's services under this Agreement. Contractor shall not use City as a reference or case study absent receipt of City's prior written approval. Contractor shall further provide City with the opportunity to review and approve any such reference or case study prior to publication, which approval City shall not unreasonably withhold.

7.8 Non-Exclusive Agreement

City and Contractor understand and agree that this is a non-exclusive Agreement to provide services to the City and the LAPD and that the City and the LAPD reserve the right to enter into an agreement with other contractors to provide similar services during the term of this Agreement.

7.9 Severability/Ambiguity

In the event a court of competent jurisdiction holds any provision of this Agreement to be invalid, such holding shall have no effect on the remaining provisions of this Agreement, and they shall continue in full force and effect. No ambiguity in this Agreement may be interpreted against any one party by virtue of that party being drafter of the Agreement. The parties acknowledge that they have read and understood this Agreement and had the opportunity to consult with counsel of their choosing regarding this Agreement.

7.10 No Third-Party Beneficiaries

Nothing herein is intended to create a third-party beneficiary in any subcontractor. City has no obligation to any subcontractor. No privity is created with any subcontractor by this Agreement. Even if Contractor uses subcontractors, Contractor remains responsible for complete and satisfactory performance of the terms of this Agreement.

7.11 Not a Waiver

Contractor acknowledges and agrees that nothing contained in this Agreement is, represents, or is intended to be construed as: a release, compromise, settlement, or waiver by City of any cause of action that City may have against Contractor. City reserves its rights in full, including, but not limited to, the right to bring any claim, cause of action, or request for reimbursement against Contractor in relation to this Agreement and other transactions between City and Contractor.

7.12 Audit Rights

In addition to those rights available to City elsewhere in this Agreement, including pursuant to PSC-16, Retention of Records, Audit and Reports, of Attachment A – Standard Provisions for City Contracts (Rev. 1/25 [v.2]. Contractor shall provide City, or City's duly authorized representatives, access for the purposes of audit and investigation, to any and all books, documents, papers, records, deliverables, and software documentation pertaining to any past, current, or future (i) transactions between City and Contractor, (ii) work requested to be performed of Contractor, or (iii) demands for payment by Contractor.

7.13 Payment Does Not Imply Acceptance of Work

The granting of any payment by City, or the receipt thereof by Contractor, in no way lessens the liability of Contractor to replace unsatisfactory work, equipment, or materials although the unsatisfactory character of this work, equipment or materials may not have been apparent or detected at the time the payment was made. Materials, equipment, components, or workmanship that do not conform to the requirements of this Agreement may be rejected by City and upon rejection must be replaced by Contractor without delay.

SECTION 8.0
ENTIRE AGREEMENT

8.1 COMPLETE AGREEMENT

This Agreement contains the full and complete Agreement between the two parties. No verbal agreement or conversation with any officer or employee of either party will affect or modify any of the terms and conditions of this Agreement.

8.2 ATTACHMENTS

This Agreement includes fifteen (15) pages and four (4) attachments. Attachments A-D listed below are incorporated herein by this reference:

Attachment A – Standard Provisions for City Contracts (Rev. 1/25 [v.2]
Attachment B – Statement of Work
Attachment C – Fee Schedule
Attachment D – Confidentiality Agreement

8.3 ORDER OF PRECEDENCE

In the event of any conflict or inconsistency between the body of this Agreement and the Attachments, the order of precedence will be as follows:

(1) This First Amended and Restated Agreement between the City of Los Angeles and GSGS Management, Inc.
(2) Attachment A, Standard Provisions for City Contracts (Rev. 1/25 [v.2]
(3) Attachment B, Statement of Work
(4) Attachment C, Fee Schedule
(5) Attachment D, Confidentiality Agreement
(6) Original Agreement

8.4 COUNTERPARTS AND ELECTRONIC SIGNATURES

This Agreement may be executed in one or more counterparts, and by the parties in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement. The parties further agree that facsimile signatures or signatures scanned into .pdf (or signatures in another electronic format designated by City) and sent by e-mail shall be deemed original signatures.

[Signature Page Follows]

[Remainder of the Page Intentionally Left Blank]

IN WITNESS THEREOF, the Parties hereto have caused this Agreement to be executed by their respective duly authorized representatives.

THE CITY OF LOS ANGELES
By signing below, the signatory attests that they have no personal, financial, beneficial, or familial interest in this contract.

By: _____
JIM McDONNELL
Chief of Police

Date: _____

GSGS MANAGEMENT, INC.

By: _____
DIANA MERAZ
Executive Vice President

Date: 02/18/2025

APPROVED AS TO FORM:

HYDEE FELDSTEIN SOTO, City Attorney

By: _____
SAMUEL PETTY
Deputy City Attorney

Date: _____

(2nd Corporate Officer)

By: _____
COREY ENGLISH
Senior Vice President

Date: 02/18/2025

ATTEST:

HOLLY L. WOLCOTT, City Clerk

By: _____
Deputy City Clerk

Date: _____

City Business Tax Registration Certificate (BTRC) Number: 0003460999

Internal Revenue Service Taxpayer Identification Number: 82-1297569

Agreement Number: C-141556-1

ATTACHMENT A

Standard Provisions for City Contracts (Rev. 1/25 [v.2])

STANDARD PROVISIONS FOR CITY CONTRACTS

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STANDARD PROVISIONS FOR CITY CONTRACTS

PSC-1. Construction of Provisions and Titles Herein

All titles, subtitles, or headings in this Contract have been inserted for convenience, and shall not be deemed to affect the meaning or construction of any of the terms or provisions of this Contract. The language of this Contract shall be construed according to its fair meaning and not strictly for or against **CITY** or **CONTRACTOR**. The word "**CONTRACTOR**" includes the party or parties identified in this Contract. The singular shall include the plural and if there is more than one **CONTRACTOR**, unless expressly stated otherwise, their obligations and liabilities shall be joint and several. Use of the feminine, masculine, or neuter genders shall be deemed to include the genders not used.

PSC-2. Applicable Law, Interpretation and Enforcement

Each party's performance shall comply with all applicable laws of the United States of America, the State of California, and **CITY**, including but not limited to, laws regarding health and safety, labor and employment, wage and hours and licensing. This Contract shall be enforced and interpreted under the laws of the State of California without regard to conflict of law principles. **CONTRACTOR** shall comply with new, amended, or revised laws, regulations, or procedures that apply to the performance of this Contract with no additional compensation paid to **CONTRACTOR**.

In any action arising out of this Contract, **CONTRACTOR** consents to personal jurisdiction, and agrees to bring all such actions, exclusively in state or federal courts located in Los Angeles County, California.

If any part, term or provision of this Contract is held void, illegal, unenforceable, or in conflict with any federal, state or local law or regulation, the validity of the remaining parts, terms or provisions of this Contract shall not be affected.

PSC-3. Time of Effectiveness

Unless otherwise provided, this Contract shall take effect when all of the following events have occurred:

A. This Contract has been signed on behalf of **CONTRACTOR** by the person or persons authorized to bind **CONTRACTOR**;

B. This Contract has been approved by the City Council or by the board, officer or employee authorized to give such approval;

C. The Office of the City Attorney has indicated in writing its approval of this Contract as to form; and

D. This Contract has been signed on behalf of **CITY** by the person designated by the City Council, or by the board, officer or employee authorized to enter into this Contract.

PSC-4. Integrated Contract

This Contract sets forth all of the rights and duties of the parties with respect to the subject matter of this Contract, and replaces any and all previous Contracts or understandings, whether written or oral, relating thereto. This Contract may be amended only as provided for in the provisions of PSC-5 hereof.

PSC-5. Amendment

All amendments to this Contract shall be in writing and signed and approved pursuant to the provisions of PSC-3.

PSC-6. Excusable Delays

Neither party shall be liable for its delay or failure to perform any obligation under and in accordance with this Contract, if the delay or failure arises out of fires, floods, earthquakes, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by the party or any of the party's Subcontractors), freight embargoes, terrorist acts, insurrections or other civil disturbances, or other similar events to those described above, but in each case the delay or failure to perform must be beyond the control and without any fault or negligence of the party delayed or failing to perform (these events are referred to in this provision as "Force Majeure Events").

Notwithstanding the foregoing, a delay or failure to perform by a Subcontractor of **CONTRACTOR** shall not constitute a Force Majeure Event, unless the delay or failure arises out of causes beyond the control of both **CONTRACTOR** and Subcontractor, and without any fault or negligence of either of them. In such case, **CONTRACTOR** shall not be liable for the delay or failure to perform, unless the goods or services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit **CONTRACTOR** to perform timely. As used in this Contract, the term "Subcontractor" means a subcontractor at any tier.

In the event **CONTRACTOR'S** delay or failure to perform arises out of a Force Majeure Event, **CONTRACTOR** agrees to use commercially reasonable best efforts to obtain the goods or services from other sources, and to otherwise mitigate the damages and reduce the delay caused by the Force Majeure Event.

PSC-7. Waiver

A waiver of a default of any part, term or provision of this Contract shall not be construed as a waiver of any succeeding default or as a waiver of the part, term or provision itself. A party's performance after the other party's default shall not be construed as a waiver of that default.

PSC-8. Suspension

At **CITY'S** sole discretion, **CITY** may suspend any or all services provided under this Contract by providing **CONTRACTOR** with written notice of suspension. Upon receipt of the notice of suspension, **CONTRACTOR** shall immediately cease the services

suspended and shall not incur any additional obligations, costs or expenses to **CITY** until **CITY** gives written notice to recommence the services.

PSC-9. Termination

A. Termination for Convenience

CITY may terminate this Contract for **CITY'S** convenience at any time by providing **CONTRACTOR** thirty days written notice. Upon receipt of the notice of termination, **CONTRACTOR** shall immediately take action not to incur any additional obligations, costs or expenses, except as may be necessary to terminate its activities. **CITY** shall pay **CONTRACTOR** its reasonable and allowable costs through the effective date of termination and those reasonable and necessary costs incurred by **CONTRACTOR** to effect the termination. Thereafter, **CONTRACTOR** shall have no further claims against **CITY** under this Contract. All finished and unfinished documents and materials procured for or produced under this Contract, including all intellectual property rights **CITY** is entitled to, shall become **CITY** property upon the date of the termination. **CONTRACTOR** agrees to execute any documents necessary for **CITY** to perfect, memorialize, or record **CITY'S** ownership of rights provided herein.

B. Termination for Breach of Contract

1. Except as provided in PSC-6, if **CONTRACTOR** fails to perform any of the provisions of this Contract or so fails to make progress as to endanger timely performance of this Contract, **CITY** may give **CONTRACTOR** written notice of the default. **CITY'S** default notice will indicate whether the default may be cured and the time period to cure the default to the sole satisfaction of **CITY**. Additionally, **CITY'S** default notice may offer **CONTRACTOR** an opportunity to provide **CITY** with a plan to cure the default, which shall be submitted to **CITY** within the time period allowed by **CITY**. At **CITY'S** sole discretion, **CITY** may accept or reject **CONTRACTOR'S** plan. If the default cannot be cured or if **CONTRACTOR** fails to cure within the period allowed by **CITY**, then **CITY** may terminate this Contract due to **CONTRACTOR'S** breach of this Contract.

2. If the default under this Contract is due to **CONTRACTOR'S** failure to maintain the insurance required under this Contract, **CONTRACTOR** shall immediately: (1) suspend performance of any services under this Contract for which insurance was required; and (2) notify its employees and Subcontractors of the loss of insurance coverage and Contractor's obligation to suspend performance of services. **CONTRACTOR** shall not recommence performance until **CONTRACTOR** is fully insured and in compliance with **CITY'S** requirements.

3. If a federal or state proceeding for relief of debtors is undertaken by or against **CONTRACTOR**, or if **CONTRACTOR** makes an assignment for the benefit of creditors, then **CITY** may immediately terminate this Contract.

4. If **CONTRACTOR** engages in any dishonest conduct related to the performance or administration of this Contract or violates **CITY'S** laws, regulations or policies relating to lobbying, then **CITY** may immediately terminate this Contract.

5. Acts of Moral Turpitude

   a. **CONTRACTOR** shall immediately notify **CITY** if **CONTRACTOR** or any Key Person, as defined below, is charged with, indicted for, convicted of, pleads nolo contendere to, or forfeits bail or fails to appear in court for a hearing related to, any act which constitutes an offense involving moral turpitude under federal, state, or local laws ("Act of Moral Turpitude").

   b. If **CONTRACTOR** or a Key Person is convicted of, pleads nolo contendere to, or forfeits bail or fails to appear in court for a hearing related to, an Act of Moral Turpitude, **CITY** may immediately terminate this Contract.

   c. If **CONTRACTOR** or a Key Person is charged with or indicted for an Act of Moral Turpitude, **CITY** may terminate this Contract after providing **CONTRACTOR** an opportunity to present evidence of **CONTRACTOR'S** ability to perform under the terms of this Contract.

   d. Acts of Moral Turpitude include, but are not limited to: violent felonies as defined by Penal Code Section 667.5, crimes involving weapons, crimes resulting in serious bodily injury or death, serious felonies as defined by Penal Code Section 1192.7, and those crimes referenced in the Penal Code and articulated in California Public Resources Code Section 5164(a)(2); in addition to and including acts of murder, rape, sexual assault, robbery, kidnapping, human trafficking, pimping, voluntary manslaughter, aggravated assault, assault on a peace officer, mayhem, fraud, domestic abuse, elderly abuse, and child abuse, regardless of whether such acts are punishable by felony or misdemeanor conviction.

e. For the purposes of this provision, a Key Person is a principal, officer, or employee assigned to this Contract, or owner (directly or indirectly, through one or more intermediaries) of ten percent or more of the voting power or equity interests of **CONTRACTOR**.

6. In the event **CITY** terminates this Contract as provided in this section, **CITY** may procure, upon such terms and in the manner as **CITY** may deem appropriate, services similar in scope and level of effort to those so terminated, and **CONTRACTOR** shall be liable to **CITY** for all of its costs and damages, including, but not limited to, any excess costs for such services.

7. If, after notice of termination of this Contract under the provisions of this section, it is determined for any reason that **CONTRACTOR** was not in default under the provisions of this section, or that the default was excusable under the terms of this Contract, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to PSC-9(A) Termination for Convenience.

8. The rights and remedies of **CITY** provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

C. In the event that this Contract is terminated, **CONTRACTOR** shall immediately notify all employees and Subcontractors, and shall notify in writing all other parties contracted with under the terms of this Contract within five working days of the termination.

PSC-10. Independent Contractor

CONTRACTOR is an independent contractor and not an agent or employee of **CITY**. **CONTRACTOR** shall not represent or otherwise hold out itself or any of its directors, officers, partners, employees, or agents to be an agent or employee of **CITY**.

PSC-11. Contractor's Personnel

Unless otherwise approved by **CITY**, **CONTRACTOR** shall use its own employees to perform the services described in this Contract. **CITY** has the right to review and approve any personnel who are assigned to work under this Contract. **CONTRACTOR** shall remove personnel from performing work under this Contract if requested to do so by **CITY**.

CONTRACTOR shall not use Subcontractors to assist in performance of this Contract without the prior written approval of **CITY**. If **CITY** permits the use of Subcontractors, **CONTRACTOR** shall remain responsible for performing all aspects of this Contract and paying all Subcontractors. **CITY** has the right to approve **CONTRACTOR'S** Subcontractors, and **CITY** reserves the right to request replacement of any

Subcontractor. **CITY** does not have any obligation to pay **CONTRACTOR'S** Subcontractors, and nothing herein creates any privity of contract between **CITY** and any Subcontractor.

PSC-12. Assignment and Delegation

CONTRACTOR may not, unless it has first obtained the written permission of **CITY**:

A. Assign or otherwise alienate any of its rights under this Contract, including the right to payment; or

B. Delegate, subcontract, or otherwise transfer any of its duties under this Contract.

PSC-13. Permits

CONTRACTOR and its directors, officers, partners, agents, employees, and Subcontractors, shall obtain and maintain all licenses, permits, certifications and other documents necessary for **CONTRACTOR'S** performance of this Contract. **CONTRACTOR** shall immediately notify **CITY** of any suspension, termination, lapses, non-renewals, or restrictions of licenses, permits, certificates, or other documents that relate to **CONTRACTOR'S** performance of this Contract.

PSC-14. Claims for Labor and Materials

CONTRACTOR shall promptly pay when due all amounts owed for labor and materials furnished in the performance of this Contract so as to prevent any lien or other claim under any provision of law from arising against any **CITY** property (including reports, documents, and other tangible or intangible matter produced by **CONTRACTOR** hereunder), and shall pay all amounts due under the Unemployment Insurance Act or any other applicable law with respect to labor used to perform under this Contract.

PSC-15. Current Los Angeles City Business Tax Registration Certificate Required

For the duration of this Contract, **CONTRACTOR** shall maintain valid Business Tax Registration Certificate(s) as required by **CITY'S** Business Tax Ordinance, Section 21.00 *et seq*. of the Los Angeles Municipal Code ("LAMC"), and shall not allow the Certificate to lapse or be revoked or suspended.

PSC-16. Retention of Records, Audit and Reports

CONTRACTOR shall maintain all records, including records of financial transactions, pertaining to the performance of this Contract, in their original form or as otherwise approved by **CITY**. These records shall be retained for a period of no less than three years from the later of the following: (1) final payment made by **CITY**, (2) the expiration of this Contract or (3) termination of this Contract. The records will be subject to examination and audit by authorized **CITY** personnel or **CITY'S** representatives at any time. **CONTRACTOR** shall provide any reports requested by **CITY** regarding

performance of this Contract. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

In lieu of retaining the records for the term as prescribed in this provision, **CONTRACTOR** may, upon **CITY'S** written approval, submit the required information to **CITY** in an electronic format, e.g. USB flash drive, at the expiration or termination of this Contract.

PSC-17. Bonds

All bonds required by **CITY** shall be filed with the Office of the City Administrative Officer, Risk Management for its review and acceptance in accordance with Los Angeles Administrative Code ("LAAC") Sections 11.47 *et seq*., as amended from to time.

PSC-18. Indemnification

Except for the active negligence or willful misconduct of **CITY**, or any of its boards, officers, agents, employees, assigns and successors in interest, **CONTRACTOR** shall defend, indemnify and hold harmless **CITY** and any of its boards, officers, agents, employees, assigns, and successors in interest from and against all lawsuits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by **CITY**, including but not limited to, costs of experts and consultants), damages or liability of any nature whatsoever, for death or injury to any person, including **CONTRACTOR'S** employees and agents, or damage or destruction of any property of either party hereto or of third parties, arising in any manner by reason of an act, error, or omission by **CONTRACTOR,** Subcontractors, or their boards, officers, agents, employees, assigns, and successors in interest. The rights and remedies of **CITY** provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract. This provision will survive expiration or termination of this Contract.

PSC-19. Intellectual Property Indemnification

CONTRACTOR, at its own expense, shall defend, indemnify, and hold harmless the **CITY**, and any of its boards, officers, agents, employees, assigns, and successors in interest from and against all lawsuits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by **CITY**, including but not limited to, costs of experts and consultants), damages or liability of any nature arising out of the infringement, actual or alleged, direct or contributory, of any intellectual property rights, including, without limitation, patent, copyright, trademark, trade secret, right of publicity, and proprietary information: (1) on or in any design, medium, matter, article, process, method, application, equipment, device, instrumentation, software, hardware, or firmware used by **CONTRACTOR**, or its Subcontractors, in performing the work under this Contract; or (2) as a result of **CITY'S** actual or intended use of any Work Product (as defined in PSC-21) furnished by **CONTRACTOR**, or its Subcontractors, under this Contract. The rights and remedies of **CITY** provided in this section shall not be exclusive

and are in addition to any other rights and remedies provided by law or under this Contract. This provision will survive expiration or termination of this Contract.

PSC-20. Intellectual Property Warranty

CONTRACTOR represents and warrants that its performance of all obligations under this Contract does not infringe in any way, directly or contributorily, upon any third party's intellectual property rights, including, without limitation, patent, copyright, trademark, trade secret, right of publicity and proprietary information.

PSC-21. Ownership and License

Unless otherwise provided for herein, all finished and unfinished works, tangible or not, created under this Contract including, without limitation, documents, materials, data, reports, manuals, specifications, artwork, drawings, sketches, blueprints, studies, memoranda, computation sheets, computer programs and databases, schematics, photographs, video and audiovisual recordings, sound recordings, marks, logos, graphic designs, notes, websites, domain names, inventions, processes, formulas, matters and combinations thereof, and all forms of intellectual property originated and prepared by **CONTRACTOR** or its Subcontractors under this Contract (each a "Work Product"; collectively "Work Products") shall be and remain the exclusive property of **CITY** for its use in any manner **CITY** deems appropriate. **CONTRACTOR** hereby assigns to **CITY** all goodwill, copyright, trademark, patent, trade secret and all other intellectual property rights worldwide in any Work Products originated and prepared under this Contract. **CONTRACTOR** further agrees to execute any documents necessary for **CITY** to perfect, memorialize, or record **CITY'S** ownership of rights provided herein.

CONTRACTOR agrees that a monetary remedy for breach of this Contract may be inadequate, impracticable, or difficult to prove and that a breach may cause **CITY** irreparable harm. **CITY** may therefore enforce this requirement by seeking injunctive relief and specific performance, without any necessity of showing actual damage or irreparable harm. Seeking injunctive relief or specific performance does not preclude **CITY** from seeking or obtaining any other relief to which **CITY** may be entitled.

For all Work Products delivered to **CITY** that are not originated or prepared by **CONTRACTOR** or its Subcontractors under this Contract, **CONTRACTOR** shall secure a grant, at no cost to **CITY**, for a non-exclusive perpetual license to use such Work Products for any **CITY** purposes.

CONTRACTOR shall not provide or disclose any Work Product to any third party without prior written consent of **CITY**.

Any subcontract entered into by **CONTRACTOR** relating to this Contract shall include this provision to contractually bind its Subcontractors performing work under this Contract such that **CITY'S** ownership and license rights of all Work Products are preserved and protected as intended herein.

PSC-22. Data Protection

A. **CONTRACTOR** shall protect, using the most secure means and technology that is commercially available, **CITY**-provided data or consumer-provided data acquired in the course and scope of this Contract, including but not limited to customer lists and customer credit card or consumer data, (collectively, the "City Data"). **CONTRACTOR** shall notify **CITY** in writing as soon as reasonably feasible, and in any event within twenty-four hours, of **CONTRACTOR'S** discovery or reasonable belief of any unauthorized access of City Data (a "Data Breach"), or of any incident affecting, or potentially affecting City Data related to cyber security (a "Security Incident"), including, but not limited to, denial of service attack, and system outage, instability or degradation due to computer malware or virus. **CONTRACTOR** shall begin remediation immediately. **CONTRACTOR** shall provide daily updates, or more frequently if required by **CITY**, regarding findings and actions performed by **CONTRACTOR** until the Data Breach or Security Incident has been effectively resolved to **CITY'S** satisfaction. **CONTRACTOR** shall conduct an investigation of the Data Breach or Security Incident and shall share the report of the investigation with **CITY**. At **CITY'S** sole discretion, **CITY** and its authorized agents shall have the right to lead or participate in the investigation. **CONTRACTOR** shall cooperate fully with **CITY**, its agents and law enforcement.

B. If **CITY** is subject to liability for any Data Breach or Security Incident, then **CONTRACTOR** shall fully indemnify and hold harmless **CITY** and defend against any resulting actions.

PSC-23. Insurance

During the term of this Contract and without limiting **CONTRACTOR'S** obligation to indemnify, hold harmless and defend **CITY**, **CONTRACTOR** shall provide and maintain at its own expense a program of insurance having the coverages and limits not less than the required amounts and types as determined by the Office of the City Administrative Officer of Los Angeles, Risk Management (template Form General 146 in Exhibit 1 hereto). The insurance must: (1) conform to **CITY'S** requirements; (2) comply with the Insurance Contractual Requirements (Form General 133 in Exhibit 1 hereto); and (3) otherwise be in a form acceptable to the Office of the City Administrative Officer, Risk Management. **CONTRACTOR** shall comply with all Insurance Contractual Requirements shown on Exhibit 1 hereto. Exhibit 1 is hereby incorporated by reference and made a part of this Contract.

PSC-24. Best Terms

Throughout the term of this Contract, **CONTRACTOR**, shall offer **CITY** the best terms, prices, and discounts that are offered to any of **CONTRACTOR'S** customers for similar goods and services provided under this Contract.

PSC-25. Warranty and Responsibility of Contractor

CONTRACTOR warrants that the work performed hereunder shall be completed in a manner consistent with professional standards practiced among those firms within **CONTRACTOR'S** profession, doing the same or similar work under the same or similar circumstances.

PSC-26. Mandatory Provisions Pertaining to Non-Discrimination in Employment

Unless otherwise exempt, this Contract is subject to the applicable non-discrimination, equal benefits, equal employment practices, and affirmative action program provisions in LAAC Section 10.8 et seq., as amended from time to time.

A. **CONTRACTOR** shall comply with the applicable non-discrimination and affirmative action provisions of the laws of the United States of America, the State of California, and **CITY**. In performing this Contract, **CONTRACTOR** shall not discriminate in any of its hiring or employment practices against any employee or applicant for employment because of such person's race, color, religion, national origin, ancestry, sex, sexual orientation, gender, gender identity, age, disability, domestic partner status, marital status or medical condition.

B. The requirements of Section 10.8.2.1 of the LAAC, the Equal Benefits Ordinance, and the provisions of Section 10.8.2.1(f) are incorporated and made a part of this Contract by reference.

C. The provisions of Section 10.8.3 of the LAAC are incorporated and made a part of this Contract by reference and will be known as the "Equal Employment Practices" provisions of this Contract.

D. The provisions of Section 10.8.4 of the LAAC are incorporated and made a part of this Contract by reference and will be known as the "Affirmative Action Program" provisions of this Contract.

Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-27. Child Support AssignmentOrders

CONTRACTOR shall comply with the Child Support Assignment Orders Ordinance, Section 10.10 of the LAAC, as amended from time to time. Pursuant to Section 10.10(b) of the LAAC, **CONTRACTOR** shall fully comply with all applicable State and Federal employment reporting requirements. Failure of **CONTRACTOR** to comply with all applicable reporting requirements or to implement lawfully served Wage and Earnings Assignment or Notices of Assignment, or the failure of any principal owner(s) of **CONTRACTOR** to comply with any Wage and Earnings Assignment or Notices of Assignment applicable to them personally, shall constitute a default by the **CONTRACTOR** under this Contract. Failure of **CONTRACTOR** or principal owner to cure

the default within 90 days of the notice of default will subject this Contract to termination for breach. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-28. Living Wage Ordinance

CONTRACTOR shall comply with the Living Wage Ordinance, LAAC Section 10.37 *et seq.*, as amended from time to time. **CONTRACTOR** further agrees that it shall comply with federal law proscribing retaliation for union organizing. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-29. Service Contractor Worker Retention Ordinance

CONTRACTOR shall comply with the Service Contractor Worker Retention Ordinance, LAAC Section 10.36 *et seq.*, as amended from time to time. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-30. Access and Accommodations

CONTRACTOR represents and certifies that:

A. **CONTRACTOR** shall comply with the Americans with Disabilities Act, as amended, 42 U.S.C. Section 12101 et seq., the Rehabilitation Act of 1973, as amended, 29 U.S.C. Section 701 et seq., the Fair Housing Act, and its implementing regulations and any subsequent amendments, and California Government Code Section 11135;

B. **CONTRACTOR** shall not discriminate on the basis of disability or on the basis of a person's relationship to, or association with, a person who has a disability;

C. **CONTRACTOR** shall provide reasonable accommodation upon request to ensure equal access to **CITY**-funded programs, services and activities;

D. Construction will be performed in accordance with the Uniform Federal Accessibility Standards (UFAS), 24 C.F.R. Part 40; and

E. The buildings and facilities used to provide services under this Contract are in compliance with the federal and state standards for accessibility as set forth in the 2010 ADA Standards, California Title 24, Chapter 11, or other applicable federal and state law.

CONTRACTOR understands that **CITY** is relying upon these certifications and representations as a condition to funding this Contract. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-31. Contractor Responsibility Ordinance

CONTRACTOR shall comply with the Contractor Responsibility Ordinance, LAAC Section 10.40 *et seq*., as amended from time to time.

PSC-32. Business Inclusion Program

Unless otherwise exempted prior to bid submission, **CONTRACTOR** shall comply with all aspects of the Business Inclusion Program as described in the Request for Proposal/Qualification process, throughout the duration of this Contract. **CONTRACTOR** shall utilize the Regional Alliance Marketplace for Procurement ("RAMP") at https://www.rampla.org/s/, to perform and document outreach to Minority, Women, and Other Business Enterprises. **CONTRACTOR** shall perform subcontractor outreach activities through RAMP. **CONTRACTOR** shall not change any of its designated Subcontractors or pledged specific items of work to be performed by these Subcontractors, nor shall **CONTRACTOR** reduce their level of effort, without prior written approval of **CITY**.

PSC-33. Slavery Disclosure Ordinance

CONTRACTOR shall comply with the Slavery Disclosure Ordinance, LAAC Section 10.41 *et seq.*, as amended from time to time. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-34. First Source Hiring Ordinance

CONTRACTOR shall comply with the First Source Hiring Ordinance, LAAC Section 10.44 *et seq.*, as amended from time to time. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-35. Local Business Preference Ordinance

CONTRACTOR shall comply with the Local Business Preference Ordinance, LAAC Section 10.47 *et seq.*, as amended from time to time. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-36. Iran Contracting Act

In accordance with California Public Contract Code Sections 2200-2208, all contractors entering into, or renewing contracts with **CITY** for goods and services estimated at $1,000,000 or more are required to complete, sign, and submit the "Iran Contracting Act of 2010 Compliance Affidavit."

PSC-37. Restrictions on Campaign Contributions and Fundraising in City Elections

Unless otherwise exempt, if this Contract is valued at $100,000 or more and requires approval by an elected **CITY** office, **CONTRACTOR**, **CONTRACTOR'S** principals, and **CONTRACTOR'S** Subcontractors expected to receive at least $100,000 for performance

under the Contract, and the principals of those Subcontractors (the "Restricted Persons") shall comply with Charter Section 470(c)(12) and LAMC Section 49.7.35. Failure to comply entitles **CITY** to terminate this Contract and to pursue all available legal remedies. Charter Section 470(c)(12) and LAMC Section 49.7.35 limit the ability of the Restricted Persons to make campaign contributions to and engage in fundraising for certain elected **CITY** officials or candidates for elected **CITY** office for twelve months after this Contract is signed. Additionally, a **CONTRACTOR** subject to Charter Section 470(c)(12) is required to comply with disclosure requirements by submitting a completed and signed Ethics Commission Form 55 and to amend the information in that form as specified by law. Any **CONTRACTOR** subject to Charter Section 470(c)(12) shall include the following notice in any contract with any Subcontractor expected to receive at least $100,000 for performance under this Contract:

> "Notice Regarding Restrictions on Campaign Contributions and Fundraising in City Elections
>
> You are a subcontractor on City of Los Angeles Contract # _____. Pursuant to the City of Los Angeles Charter Section 470(c)(12) and related ordinances, you and your principals are prohibited from making campaign contributions to and fundraising for certain elected City of Los Angeles ("**CITY**") officials and candidates for elected **CITY** office for twelve months after the **CITY** contract is signed. You are required to provide the names and contact information of your principals to the **CONTRACTOR** and to amend that information within ten business days if it changes during the twelve month time period. Failure to comply may result in termination of this Contract and any other available legal remedies. Information about the restrictions may be found online at ethics.lacity.org or by calling the Los Angeles City Ethics Commission at (213) 978-1960."

PSC-38. Contractors' Use of Criminal History for Consideration of Employment Applications

CONTRACTOR shall comply with the City Contractors' Use of Criminal History for Consideration of Employment Applications Ordinance, LAAC Section 10.48 *et seq*., as amended from time to time. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-39. Limitation of City's Obligation to Make Payment to Contractor

Notwithstanding any other provision of this Contract, including any exhibits or attachments incorporated therein, and in order for **CITY** to comply with its governing legal requirements, **CITY** shall have no obligation to make any payments to **CONTRACTOR** unless **CITY** shall have first made an appropriation of funds equal to or in excess of its obligation to make any payments as provided in this Contract. **CONTRACTOR** agrees that any services provided by **CONTRACTOR**, purchases made by **CONTRACTOR** or expenses incurred by **CONTRACTOR** in excess of the appropriation(s) shall be free and without charge to **CITY** and **CITY** shall have no obligation to pay for the services, purchases or expenses. **CONTRACTOR** shall have no obligation to provide any services,

provide any equipment or incur any expenses in excess of the appropriated amount(s) until **CITY** appropriates additional funds for this Contract.

PSC-40. Compliance with Identity Theft Laws and Payment Card Data Security Standards

CONTRACTOR shall comply with all identity theft laws including without limitation, laws related to: (1) payment devices; (2) credit and debit card fraud; and (3) the Fair and Accurate Credit Transactions Act ("FACTA"), including its requirement relating to the content of transaction receipts provided to Customers. **CONTRACTOR** also shall comply with all requirements related to maintaining compliance with Payment Card Industry Data Security Standards ("PCI DSS"). During the performance of any service to install, program or update payment devices equipped to conduct credit or debit card transactions, including PCI DSS services, **CONTRACTOR** shall verify proper truncation of receipts in compliance with FACTA.

PSC-41. Compliance with California Public Resources Code Section 5164

California Public Resources Code Section 5164 prohibits a public agency from hiring a person for employment or as a volunteer to perform services at any park, playground, or community center used for recreational purposes in a position that has supervisory or disciplinary authority over any minor, if the person has been convicted of certain crimes as referenced in the Penal Code, and articulated in California Public Resources Code Section 5164(a)(2).

If applicable, **CONTRACTOR** shall comply with California Public Resources Code Section 5164, and shall additionally adhere to all rules and regulations that have been adopted or that may be adopted by **CITY**. **CONTRACTOR** is required to have all employees, volunteers and Subcontractors (including all employees and volunteers of any Subcontractor) of **CONTRACTOR** working on premises to pass a fingerprint and background check through the California Department of Justice at **CONTRACTOR'S** sole expense, indicating that such individuals have never been convicted of certain crimes as referenced in the Penal Code and articulated in California Public Resources Code Section 5164(a)(2), if the individual will have supervisory or disciplinary authority over any minor.

PSC-42. Possessory Interests Tax

Rights granted to **CONTRACTOR** by **CITY** may create a possessory interest. **CONTRACTOR** agrees that any possessory interest created may be subject to California Revenue and Taxation Code Section 107.6 and a property tax may be levied on that possessory interest. If applicable, **CONTRACTOR** shall pay the property tax. **CONTRACTOR** acknowledges that the notice required under California Revenue and Taxation Code Section 107.6 has been provided.

PSC-43. Confidentiality

All documents, information and materials provided to **CONTRACTOR** by **CITY** or All documents, information, City Data (as that term is defined in PSC-22), and materials provided to **CONTRACTOR** by **CITY** or developed by **CONTRACTOR** pursuant to this Contract (collectively "Confidential Information") are confidential. **CONTRACTOR** shall not provide, and shall prohibit its employees and subcontractors from providing or disclosing, any Confidential Information or their contents or any information therein either orally or in writing, to any person or entity, except as authorized by **CITY** or as required by law. **CONTRACTOR** shall immediately notify **CITY** of any attempt by a third party to obtain access to any Confidential Information. This provision shall survive expiration or termination of this Contract.

PSC-44. Contractor Data Reporting

If Contractor is a for-profit, privately owned business, Contractor shall, within 30 days of the effective date of the Contract and on an annual basis thereafter (i.e., within 30 days of the annual anniversary of the effective date of the Contract), report the following information to City via the Regional Alliance Marketplace for Procurement ("RAMP") or via another method specified by City: Contractor's and any Subcontractor's annual revenue, number of employees, location, industry, race/ethnicity and gender of majority owner ("Contractor/Subcontractor Information"). Contractor shall further request, on an annual basis, that any Subcontractor input or update its business profile, including the Contractor/Subcontractor Information, on RAMP or via another method prescribed by City.

EXHIBIT 1

INSURANCE CONTRACTUAL REQUIREMENTS

CONTACT For additional information about compliance with City Insurance and Bond requirements, contact the Office of the City Administrative Officer, Risk Management at (213) 978-RISK (7475) or go online at www.lacity.org/cao/risk. The City approved Bond Assistance Program is available for those contractors who are unable to obtain the City-required performance bonds. A City approved insurance program may be available as a low cost alternative for contractors who are unable to obtain City-required insurance.

CONTRACTUAL REQUIREMENTS

CONTRACTOR AGREES THAT:

1. Additional Insured/Loss Payee. The CITY must be included as an Additional Insured in applicable liability policies to cover the CITY'S liability arising out of the acts or omissions of the named insured. The CITY is to be named as an Additional Named Insured and a Loss Payee As Its Interests May Appear in property insurance in which the CITY has an interest, e.g., as a lien holder.

2. Notice of Cancellation. All required insurance will be maintained in full force for the duration of its business with the CITY. By ordinance, all required insurance must provide at least thirty (30) days' prior written notice (ten (10) days for non-payment of premium) directly to the CITY if your insurance company elects to cancel or materially reduce coverage or limits prior to the policy expiration date, for any reason except impairment of an aggregate limit due to prior claims.

3. Primary Coverage. CONTRACTOR will provide coverage that is primary with respect to any insurance or self-insurance of the CITY. The CITY'S program shall be excess of this insurance and non-contributing.

4. Modification of Coverage. The CITY reserves the right at any time during the term of this Contract to change the amounts and types of insurance required hereunder by giving CONTRACTOR ninety (90) days' advance written notice of such change. If such change should result in substantial additional cost to CONTRACTOR, the CITY agrees to negotiate additional compensation proportional to the increased benefit to the CITY.

5. Failure to Procure Insurance. All required insurance must be submitted and approved by the Office of the City Administrative Officer, Risk Management prior to the inception of any operations by CONTRACTOR.

CONTRACTOR'S failure to procure or maintain required insurance or a self-insurance program during the entire term of this Contract shall constitute a material breach of this Contract under which the CITY may immediately suspend or terminate this Contract or, at its discretion, procure or renew such insurance to protect the CITY'S interests and pay any and all premiums in connection therewith and recover all monies so paid from CONTRACTOR.

6. Workers' Compensation. By signing this Contract, CONTRACTOR hereby certifies that it is aware of the provisions of Section 3700 *et seq*., of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake

self-insurance in accordance with the provisions of that Code, and that it will comply with such provisions at all time during the performance of the work pursuant to this Contract.

7. California Licensee. All insurance must be provided by an insurer admitted to do business in California or written through a California-licensed surplus lines broker or through an insurer otherwise acceptable to the CITY. Non-admitted coverage must contain a **Service of Suit** clause in which the underwriters agree to submit as necessary to the jurisdiction of a California court in the event of a coverage dispute. Service of process for this purpose must be allowed upon an agent in California designated by the insurer or upon the California Insurance Commissioner.

8. Aggregate Limits/Impairment. If any of the required insurance coverages contain annual aggregate limits, CONTRACTOR must give the CITY written notice of any pending claim or lawsuit which will materially diminish the aggregate within thirty (30) days of knowledge of same. You must take appropriate steps to restore the impaired aggregates or provide replacement insurance protection within thirty (30) days of knowledge of same. The CITY has the option to specify the minimum acceptable aggregate limit for each line of coverage required. No substantial reductions in scope of coverage which may affect the CITY'S protection are allowed without the CITY'S prior written consent.

9. Commencement of Work. For purposes of insurance coverage only, this Contract will be deemed to have been executed immediately upon any party hereto taking any steps that can be considered to be in furtherance of or towards performance of this Contract. The requirements in this Section supersede all other sections and provisions of this Contract, including, but not limited to, PSC-3, to the extent that any other section or provision conflicts with or impairs the provisions of this Section.

Form Gen. 146 (Rev. 6/12)

Required Insurance and Minimum Limits

Name: GSGS Management. Inc. (Formerly GSG Protective Services CA Inc.) Date: 2/18/2021

Agreement/Reference: Security Guard Services for the City of Los Angeles

Evidence of coverages checked below, with the specified minimum limits, must be submitted and approved prior to occupancy/start of operations. Amounts shown are Combined Single Limits ("CSLs"). For Automobile Liability, split limits may be substituted for a CSL if the total per occurrence equals or exceeds the CSL amount.

Limits

✓ **Workers' Compensation (WC) and Employer's Liability (EL)**

WC *Statutory*

EL 1,000,000

- [●] Waiver of Subrogation in favor of City
- [ ] Longshore & Harbor Workers
- [ ] Jones Act

✓ **General Liability** 5,000,000

- [●] Products/Completed Operations
- [ ] Sexual Misconduct
- [ ] Fire Legal Liability
- [ ]

✓ **Automobile Liability** (for any and all vehicles used for this contract, other than commuting to/from work) 2,000,000

___ **Professional Liability** (Errors and Omissions)

Discovery Period

___ **Property Insurance** (to cover replacement cost of building - as determined by insurance company)

- [ ] All Risk Coverage
- [ ] Flood
- [ ] Earthquake
- [ ] Boiler and Machinery
- [ ] Builder's Risk
- [ ]

___

- [ ]

___ **Surety Bonds -** Performance and Payment (Labor and Materials) Bonds

___ **Crime Insurance**

Other: Provided to: Louis Laudermilk, Serial No. N1117, (213) 486-0112

ATTACHMENT B

STATEMENT OF WORK

STATEMENT OF WORK

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The following tasks and work activities are general minimum work and services that the security personnel will perform, and are applicable to all City facility/site locations and security posts:

1.0 Contractors' Responsibilities

The Contractor shall be responsible to perform the work and services described within this statement of work. The Contractor, at its own expense, shall provide and furnish all labor, training, equipment, vehicles, bicycles, protective equipment, guard tour management/monitoring systems and supplies for the assigned Security Guards for their performance of security services as specified. This responsibility includes the tools, equipment, supplies, and methods used to perform the security work, and protections of property of every description used in connection therewith. Facility Post orders shall be drafted by the Contractor in collaboration with facility management.

The Contractor shall supply the City with security personnel who have been properly screened, trained, qualified, and/or certified, and who meet the minimum requirements and qualifications described within the Agreement. The City reserves the right to perform background checks, to interview all guards prior to their being assigned to the contract, and to accept or reject them.

The Contractor shall provide patrol services, on foot, bicycle, or in a vehicle, and attendance at all court ordered proceedings, as required. The Contractor shall also ensure all required permits and/or licenses are maintained up to date at all times. All charges, taxes, fees and costs shall be included in the fees for the work under this Contract.

The Contractor, at their expense, shall provide and furnish all labor, equipment, vehicles, bicycles, protective equipment, guard tour management/monitoring systems and supplies for the assigned security guards for their performance of security services as specified.

The Contractor shall ensure that each employee be issued a copy of the Statement of Work and sign a waiver acknowledging the receipt of the Statement of Work prior to working under this contract. The waiver shall be placed in their personnel file.

1.1 Supervision

Security guards shall be sufficiently supervised by the Contractor's supervisory staff. The Contractor shall employ at least one supervisor on each work shift for all locations. The Contractor's supervisors are expected to travel to assigned facilities on a regular basis to work with their subordinates. Supervision checks are required to be conducted at least once a day per site and should be variable throughout the week.

The Contractor will be warned in the event of a missed site visit. After an issued warning, liquidated damages of $100 will be assessed for subsequent occurrences. The City may remove the site from the Contractor's assigned locations or may remove the supervisor from the location upon the continued occurrences.

Supervisory checks shall be documented on a daily activity report including a brief description of actions taken by the supervisor and the information disseminated.

Contractors shall submit a field supervisor site visit log that lists all locations that the supervisor visited during a shift. The log shall be submitted to the Contract Administrator on a monthly basis at the time of submission of all invoices to be paid. The format shall be mutually agreed upon.

The Security Services Division (SECSD) supervisors shall maintain overall supervisor responsibility for the duty and assignment of contract personnel (supervisors and guards) assigned to work under this contract. In-lieu of a supervisor, any SECSD Officer shall maintain the lead responsibility of a location and/or assignment and, during an incident, shall be guided by a supervisor and maintain lead responsibility until a field supervisor responds to location.

1.2 Duties and Performance

Contract security supervisors and guards shall possess basic writing skills and basic computer skills. They shall have the ability to work independently and the ability to communicate with the public and City employees.

Contract security supervisors and guards shall have satisfactorily completed the State of California training requirements for security guards as listed by the Department of Consumer Affairs – Bureau of Security and Investigative Services.

Contract security supervisors and guards must have a working knowledge of California Penal Code sections which are pertinent or applicable to guard services.

Contract security supervisors and guards shall maintain a working knowledge of their assignments and follow procedures for each assigned location as specified in the Post Orders. This may include such duties as locking and unlocking the facility, providing area control and building security, completing daily activity reports, operating a lost and found log, storing articles, monitoring camera systems, responding to alarms, raising and lowering flags, securing safes, providing information to the public, and reporting malfunctioning equipment, hazardous and/or other safety conditions. Where required, security personnel shall ensure to verify city identification and permit only authorized personnel access to closed or restricted facilities. Contract security supervisors and guards may be required to testify in court ordered proceedings.

Contract security supervisors and guards shall be in uniform and remain alert, engaged, observant, and responsive at all times.

Contract security supervisors and guards shall not leave their assigned post until properly relieved. Should the relief guard be delayed or absent to an assigned post, the Contractor shall ensure there is a security guard always present at their assigned location.

Security guards shall be punctual and report to their assigned post on time. Guards reporting to cold start[1] sites shall report on time but no later than 7 minutes after the assigned start time. The Contractor will be warned for the first instance for a late report to a cold start site. After warning, the contractor will be assessed liquidated damages in the amount of $100 for subsequent occurrences of late reports to an assigned cold start site. The City may remove the site from the Contractor's assigned locations or may remove the guard from the site for continued occurrences.

Security guards shall check in to their Guard Tour Management System (GTMS) (aka Guard Tour Monitoring System) tour location at the specified interval per the Post orders. The Contractor will be warned when a security guard fails to report to a GTMS tour location at the required interval. The Contractor will be assessed liquidated damages in the amount of $100 for subsequent occurrences of failed GTMS tours at the required interval per the Post orders for each location. Subsequent and continued failures to report to a GTMS tour location at the required interval, may result in removal of the site from the Contractor's assigned locations or removal of the security guard from the location.

The Contractor's Field Supervisor shall:

a. Respond to on site emergencies or requests for assistance
b. Observe guards' work performance and correct any deviations from acceptable practice or procedures
c. Update post orders and explain new procedures to guards
d. Enforce contract regulations
e. Prepare and supervise work schedules
f. Maintain liaison with Contract Security Liaison and/or City staff
g. Schedule and monitor training
h. Conduct investigations and prepare incident and/or other pertinent reports as required
i. Conduct supervisory checks at all City site/facilities locations, Post Orders, buildings, grounds, and related properties, as necessary to provide quality control and assurances of security services provided
j. Provide onsite training as well as technical and administrative advice to security guards
k. Field Supervisors are prohibited from conducting self-post checks

1.3 Prohibited Activity

Security guards shall remain diligent in their duty and shall maintain proper attention to duty while working under this contract. While on duty, the following activities are prohibited at all assignments:

- Reading newspapers, or other unofficial, non-job-related material;
- Sleeping, napping, or being physically fatigued to the point that adherence

[1] A cold start refers to a Post that is not staffed 24-hours where the responding security guard is the first to be assigned.

to the post duties are diminished;

- Having, watching, listening, or using any type of media device, electronic or otherwise, that is not issued by the Department, and is non-job related including, but not limited to, televisions, computer laptops, DVD players, CD players, IPODs, MP3 players, PDAs, Gameboys, etc.;
- Radios are generally prohibited, however, if circumstances require the need to obtain news updates regarding important current events, a radio kept at low volume and discreetly out of view is acceptable;
- Eating or snacking on food. Water and other non-alcoholic beverages are acceptable, but its consumption should not interfere with post duties;
- Consuming alcoholic beverages or any controlled substance;
- Consuming prescription or over-the-counter medication if it diminishes adherence to post duties;
- Unnecessary and prolonged visits by other officers (whether on-duty or off-duty), guests, or other City employees;
- Littering, creating, or leaving a disorderly work environment;
- Unnecessary and undue conversation;
- City telephones are for official use only. Personal telephone calls should be made during break periods. Mobile telephones should not be used while on post unless exigent circumstances exist;
- City computers are for official use only. Internet activity should be job-related; and
- Any other activity that would interfere or hinder an officer to perform his or her post duties.

1.4 Injury, Illness and Disability

Guards who become unable to fulfill the functions of the position, including but not limited to injury, illness, pregnancy, disabilities etc., shall report it to their employer immediately. The Contractor shall find reasonable accommodation for any light-duty/restricted duty personnel at the Contractor's expense. In such event, the guard shall not be assigned to any City facility.

1.5 Guard Replacements

The Contract Administrator may direct the Contractor to replace any employee, when found necessary or in the best interest of the City. In such event the Contractor shall remove the employee from service under the Contract until properly authorized by the Contract Administrator. No written or verbal explanation for removal shall be required or supplied by the City.

1.6 Absences

When the Contractor becomes aware that a security guard will be absent from an assigned site and there might be a delay in replacement coverage, the contractor shall

notify the City at the earliest possible time but not later than the scheduled start of shift and contractor must provide replacement coverage. Security guards shall not leave their assigned post until they are relieved. After warning, liquidated damages of $100 will be assessed for subsequent occurrences of a security guard leaving their assigned Post without being properly relieved by Contractor's personnel. The City may remove the site from the Contractor's approved sites or remove the guard upon continued occurrences.

2.0 Reports

Reports are common documents that are completed by contract guards during the course of their duty. The more common reports required to be submitted by the Contractor including the following, but are not limited to:

Incident Reports. An Incident report is a fundamental tool utilized by security guards to document notable events to include, but not limited to, reporting observations, injuries, property damage, and any other noteworthy events. The Contractor must submit a copy of the report to the Security Services Division (SECSD) Contract Security Liaison Unit by the next business day after the reportable incident.

If an incident is of a serious or newsworthy nature at a City facility, such as the following, the contractor shall give immediate notification to the Security Services Division on-duty Watch Commander and the Contract Security Liaison Unit. An incident report shall be completed and forwarded to the Contract Security Liaison Unit immediately, but no later than 24-hours after the incident.

- Any workplace violence incidents or concerns
- VIP arrest, death, or victim of a crime
- Major Vehicle Pursuits/Traffic Accidents
- Major Crimes/Hate Crimes/Hate Incidents/Gang Involvement
- Any Shooting
- Kidnapping
- Conflict with Religious Group(s)
- Sexual Assault
- Burglary
- Hostage Situation
- Controversial/Politically Sensitive Incidents
- Missing/Found Child
- Adult Critical Missing
- Incidents causing media attention
- Explosive Device
- Unusual Occurrences (major fire, civil disturbance, aircraft incidents, chemical spills, natural disaster, significant hazmat, etc.)
- Damage to City equipment and/or facilities
- Any significant tip or lead indicating a possible terrorist threat to any City facilities or impacting the City of Los Angeles

Use of Force Report. Whenever a private contract security guard assigned to a City facility has been involved in a Use of Force (UOF) during the course of his/her duties shall make immediate notification to the Security Services Division Watch Commander.

A Contract Security Supervisor shall respond to the location to conduct an independent investigation. The involved Contract Security Guards shall remain on duty until LAPD and the Contract Security Supervisor complete their investigation.

All incident reports (completed by the contract guards and supervisor) shall be submitted to the Contract Security Liaison Unit immediately and no later than 24 hours after the incident.

During the involvement of a use of force, if the contract guard is the victim of a crime, the contract guard shall request for a Private Person's Arrest (PPA). The PPA allows LAPD to follow up and file charges against those who victimize our contractors. The contract guard(s) shall complete the applicable incident reports prior to going end of watch and shall be compensated by the contracting department.

All use of force investigation involving contract guards shall be investigated by SECSD, or another LAPD division. Any contract guards involved in the use of force incident shall remain on-duty until interviewed and recorded by the assigned sworn supervisor.

The SECSD Commanding Officer (CO) shall determine the work status for each contract guard(s) involved in the use of force incident. Depending on circumstances of the incident, the CO will determine to allow the contract guard to either remain on-duty or removed from assignment pending the outcome of the UOF investigation.

Contract Security Supervisor shall coordinate with the Contract Security Liaison staff within 3 business days to further discuss and review the act of force. Contractor will be warned when failing to meet this standard and will be assessed liquidated damages of $100 for all subsequent occurrences.

3.0 Personnel

The Contractor shall supply the City with security service personnel who are properly trained, qualified, and/or certified, and who meet the minimum requirements and qualifications called for in the Agreement. The City reserves the right to background check and/or interview all guards prior to being assigned to the Contract, and to accept or reject them.

The Contractor's security personnel shall be expected to maintain professional, courteous, and appropriate conduct, and shall adhere to all policies, rules, and orders regarding such conduct. Security guards shall maintain both a personal and uniform appearance that is neat, clean, and professional, and one that adheres to established standards.

The contractor's workforce shall be English proficient and have the ability to communicate (read, write, speak and understand) in English and as set forth in regulations, written orders, instructions, and training instructions. They should be in general good health and physically capable of performing the essential functions of the position.

3.1 Security Guard Types and Qualifications

Unarmed Security Guard: The minimum requirements for this position are one year of customer service work experience and possession of a valid guard card.

Armed Security Guard: The minimum requirements for this position include one year of experience as an armed security guard.

Armed Security Shift / Field Supervisor: The minimum requirements for this position include two-year experience as an armed security guard.

Professional Security Guard: The minimum requirements for this position include one- year experience as an armed security guard or one-year experience as a Peace Officer with a governmental organization. Additionally, candidates are subject to a final review by the Contract Administrator prior to deployment. Additionally, Professional Security Guards are required to possess and carry a California Basic POST certificate.

Post Commander: Onsite Supervisor, where direct supervision is required. The minimum requirements for this position include one year of experience as an armed security guard.

3.2 Licenses and Permits

The City requires that the security personnel shall possess all valid and current licenses, permits, certificates, and training as required in the performance of their duties, and have successfully passed a criminal background check. The required documents must include the following, which should be carried in their possession while on duty at any City site and a copy shall be maintained in the contractor's personnel files.

a) California Operators Driver's License or California I.D.
b) Valid Guard Card.
c) Valid Firearms Permit (for Armed and Professional Security Guards).
d) Valid Baton Permit (Side Handle/Expandable).
e) Valid Tear Gas Permit (Oleoresin Capsicum (OC)/Pepper Spray.
f) First Aid and CPR cards.
g) Company identification card.
h) Commission Investigation Division (CID)/Tax Permit

Personnel without valid permits will be immediately removed from their assigned post and will not be returned to a post assignment at any City facility until the card(s) is/are renewed, unless the renewal has been initiated and is pending issuance, for which a reasonable amount of time will be allowed.

Commission Investigation Division (CID) Registration. L.A.M.C. 52.34 – Each Contractor must be registered with the Board of Police Commissioners to receive a Commission Investigation Division (CID) Identification Card. Each individual security guard shall register with the Board of Police Commissioners and carry a current CID Identification Card for each company for which they work. CID will background check all officers and issue CID Cards.

Officers must maintain and carry a current CID Card, while employed as a contractor for the City of Los Angeles. Permits must be renewed annually. For further information, contact CID at (213) 996-1258.

3.3 Contractor Checklist

Contractor is required to complete a checklist verifying the compliance with all background, licenses and permit requirements prior to a guard's initial deployment into the City contract. The checklist shall be placed in their personal file and the contractor shall provide a copy upon request. In an emergency only, the checklist must be completed prior to the end of the next business day following the initial deployment.

This checklist shall include the completion of an orientation, receipt of the Statement of Work and attendance of mandated training described within this contract. This checklist shall be updated annually to ensure proper compliance with the contract.

3.4 Physical Examination

Security Guards assigned to work under the terms of this Agreement shall be in good physical condition and capable of fulfilling all work under this agreement.

3.5 Criminal Background Check

The Contractor shall complete a criminal background check of all security personnel prior to assignment under the Contract, and prior to assigning personnel to City facilities, sites, and/or posts. Thereafter, the Contractor shall conduct checks annually or any time deemed necessary by the Contract Administrator. The criminal background check shall be for felony, misdemeanor, and traffic violations within the United States and in any other countries that the individual has resided within the last 10-years. Any security guard found failing to divulge a felony or misdemeanor conviction must not be assigned to the City's security services contract. All costs related to the background checks shall be at the Contractor's expense.

Security Guards, Post Commanders, and Field Supervisors who have been involved in any of the following will not be accepted nor assigned to City security service:

- Weapons Violations
- Felony Conviction
- Violent Misdemeanor Conviction
- Sex Crime Conviction
- Military discharge other than honorable
- Pattern of irresponsible behavior including, but not limited to: driving record (reckless driving, DUI, license suspended or revoked), employment record (excessive absenteeism, equipment abuse, disciplinary problems, insubordination)
- Verification for above violations, military conduct, and crime will be done through California Department of Justice, DMV, and/or FBI.

3.6 Terminated Security Guards

Contractor shall not assign any Security Guard, Field Supervisor, Post Commander or personnel at City locations who have been previously terminated by the City on Contract without the written consent by the Contract Administrator.

3.7 Personnel Levels

The Contractor shall have the capability to provide the number of security guards required to perform regularly scheduled work and to meet the emergency requirements that result from civil disturbances, riots, war, terrorism, natural disasters, labor actions/strikes, and new legislation or executive orders.

The Contractor shall maintain ongoing recruitment for a sufficient number of cleared, trained, and equipped personnel to perform the required work, including backup coverage for security guards who are absent for any reason.

The Contractor shall provide relief personnel as necessary and/or work overtime at no additional cost to the City to ensure that each assignment and Post Order are performed as required.

The Contract Administrator shall have the right, in its absolute discretion, to require the removal of Contractor's personnel, at any level, assigned to the performance of the contract, if such removal is considered necessary and in the best interests of the City. Such personnel shall be promptly removed from the project by the Contractor at no cost or expense to the Contractor Administrator. Further, an employee who is removed for any reason shall not be reassigned to another City facility unless reviewed and approved by the Contract Administrator. The Contractor shall be required to provide a list of removed personnel at the request of the Contract Administrator.

3.8 Subcontractors

Unless otherwise provided or approved by the City, the Contractor shall use its own employees to perform the services described in this Contract. The Contractor shall not use subcontractors to assist in performance of the Contract without the prior written approval of the City. If the City permits the use of subcontractors, Contractors shall remain responsible for subcontractors in meeting all the requirements and performing all aspects of this Contract. The City has the right to approve Contractor's subcontractors and determine an appropriate percentage a Contractor can utilize subcontractors based on the overall services. The City reserves the right to remove or request replacement of subcontractors. The City does not have any obligation to pay Contractor's subcontractors, and nothing herein creates any privity between the City and the subcontractors.

3.9 Personnel Packages

The Contractor shall maintain personnel files and the Contract Administrator shall have the right, at any time, to review and inspection said files, to verify the contractor's compliance with requirements.

The background investigation and personnel files of candidates for the Professional Security Officer shall be reviewed and approved by the Contract Administrator prior to deployment.

4.0 Training

The Contractor shall conduct an orientation that will include, but not be limited to the following topics: Contractor's expectations, goals and guidelines, guard standards of conduct/code of ethics, the Contractor's chain of command and contacts, policies and procedures, legal authority and limitations, sexual harassment, discrimination, workplace violence, employee assistance program, etc. Regular, on-the job training shall, at a minimum, consist of site/facility/location familiarization and understanding the City of Los Angeles and Post Orders.

4.1 Mandated Specialized Training

The Contractor shall establish company policies and develop a curriculum of specialized trainings that will include, but not limited to, use of force, de-escalation, anti- discrimination, and cultural diversity. The Contractor shall ensure their security guards receive these specialized trainings prior to working under this contract. Policies regarding the specialized trainings shall be included in the contractor's Post Orders. The security guards are required to uphold and comply with the policies.

The Contract Administrator may determine future training requirements of the contractor, as applicable.

4.2 Training Record

The Contractor shall maintain a training record for each Security Guard and Field Supervisor assigned to a City facility. The training record shall show, as a minimum, the employee's name, date of employment, and the different types of training provided. Such records shall be maintained in the personnel files.

5.0 Grooming

The Contractor shall establish and enforce rules of cleanliness and neatness for all security personnel. All uniforms and equipment shall be maintained in a clean, serviceable condition and shall be ready at all times for immediate use. Leather equipment shall be kept dyed, shined and shall be replaced when it is cracked or worn out.

5.1 Personal Appearance

Security guards shall maintain a neat, clean, well groomed, and professional appearance at all times.

a) Hair shall be properly trimmed and shall not extend below the top of the shirt collar nor cover any portion of the ear; nor should hair extend below the bottom edge of the collar or interfere with vision in any way.

b) Sideburns shall not extend beyond a point even with the bottom of the ear lobe and shall extend in a clean-shaven, horizontal line. Sideburns shall be trimmed and neat in appearance.

c) A short and neatly trimmed mustache of natural color may be worn. Mustaches shall not extend below the border of the upper lip or the corners of the mouth and may not extend to the side more than one-half inch beyond the corners of the mouth.

d) Neatly-trimmed beards are allowed and must have a natural color with no exotic patterns or designs. All facial hair shall be evenly trimmed with a minimum length of 1/8 inch (3.5mm) in length and shall not exceed 1/2 inch (approximately 13mm) in length. Beards are not authorized until the minimum length is achieved, thus personnel must grow their beards to the minimum length during their time off or away from City service. The neck must remain clean-shaven, and the perimeter lines of the beard shall be neatly trimmed and defined. All personnel shall maintain a professional appearance, regardless of the actual length of their facial hair or the time spent attempting to grow facial hair. Other forms of facial hair such as anchor patches, soul patches, goatee beards or other patch-style hair are not permitted. Additionally, shaving, waxing, plucking or otherwise, removing hair from the beard for the purpose of aesthetic or artistic grooming (shaping, pencil thin, trimming, designer beard, “chin strap" beard, etc.) or other cosmetic effects are prohibited. In defining a beard border, the beard shall not extend down the crease of the neck nor up onto the cheeks under the eye. Personnel who are unable to grow their facial hair into a full, neat, and professional-looking beard will not be authorized. Once an employee has grown their permissible facial hair to a fully filled-in professional length it is to be consistently maintained. This policy is not intended to allow personnel to avoid shaving during their regular duty days. Permission to wear beards can be withdrawn by the Contract Administrator or Chief of Police at any time and at his or her sole discretion.

e) Fingernails shall not extend more than one-quarter inch from the tip of the finger or interfere in any way with performance. Uniformed female employees may only wear clear or neutral (beige or cream) nail polish (white nail tips are allowed) without decals or ornamentation and shall not detract from uniform appearance. Male employees may only wear clear

fingernail polish.

f) No visible tattoos.

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g) No earrings or facial rings of any size.

5.2 Exception to Uniform and Grooming Standards; Religious or Medical Accommodation.

Employees may request an exemption from these uniform and grooming standards when a need exists due to a sincerely-held religious belief and/or practice, or for a bona fide medical condition, and such exemption does not prevent the employee from fulfilling all of their regularly assigned job duties. Examples of such exemptions may include head coverings, clothing items, objects, symbols, hair and grooming standards (such as beards), and other items of dress. Items of dress shall be a color that closely resembles that of the employee's assigned uniform.

6.0 Uniforms, Equipment, and Supplies

The Contractor shall provide each security guard with all equipment necessary to perform their duties including but not limited to: flashlights; two-way radios; protective equipment; cell phones; uniforms; a contractor-issued identification card with company logo, guard name and photo; bicycles; vehicles for patrol; and other related supplies and equipment. All equipment shall be furnished, maintained, and paid for by the Contractor with said cost included in the labor rate for each of the various services performed by the Contractor.

6.1 Uniforms

The Contractor shall ensure that all on-duty guards wear complete uniforms and equipment approved by the Contract Administrator and that they shall carry in their possession a contractor-issued company identification card. The Contractor's Security Guards will be issued uniforms by the contractor, which must be well-fitted, clean, neat, uniform for all personnel assigned, and worn at all times during the performance of their work.

Uniforms closely resembling those worn by City security or police personnel are not authorized and will not be approved. Black or dark blue colored uniforms are not authorized.

Note: Professional Security Guards may wear plain clothes/business suit depending on assignment.

The uniform shall consist of the following:

- Uniform Shirt and Trousers
- Badge

- Nameplate
- Company identification card
- White Crew Neck T-Shirt (worn under the uniform shirt)
- Jacket (matching color of trousers, optional wear)
- Tie (worn with long sleeve shirt, double Windsor "redi-tied" knot)
- Tie Bar (worn level with the bottom points of the shirt pocket flaps)
- Contractor insignia shall be on badge and arm patch, where applicable. "City of Los Angeles" shall be incorporated into arm patch on all uniforms and jackets worn while working on City sites. Badge and arm patch shall be approved by Contract Administrator. Contractor shall require the return of any such insignia or patches upon completion of any Security Guard's assignment with the City. Security Guards may not wear any items that might tend to identify them as police officers or employees of the Los Angeles Police Department.
- Trouser Belt (worn under the Sam Browne)
- Socks
- Cap (optional)
- Rain gear (as needed)
- Shoes (solid black, leather, military type)

6.2 Utility Belt/Equipment

The following equipment is authorized to be worn with their Sam Browne Belt for use by Contract Security Guards (Armed/Unarmed where appropriate) while on duty and at City facilities.

- Four (4) Belt Keepers
- Side Handle Baton and/or Expandable Baton with Ring Holder (24-inch)
- Pepper Spray in Holster
- Handcuffs with Case Holder and key (minimum one pair)
- Key Holder
- Radio
- Firearm (if applicable)
- Magazine pouch (if applicable)

6.3 Firearms and Ammunition

If requested and permitted to carry a firearm while performing security duties, Armed Security Guards are authorized to carry firearms which they have been certified by Bureau of Security and Investigative Services (BSIS and on their current and valid Firearms card. Armed Security Guards are limited in possessing the following: .38 caliber revolver (6-round revolver), a 9 millimeter, or a .40 caliber semi-automatic handgun. Firearms must be carried in an appropriate side holster at all times except when legally necessary or an emergency circumstance exists.

The following are the only approved ammunition to be carried by the Armed Security Guards:

- Speer Gold Dot, .38 Special +P, 135 grain, GDHP, Product No. 53921
- Speer Gold Dot G2, 9 mm Luger, 147 grain, Product No. 54226
- Speer Gold Dot G2, .40 Smith & Wesson, 180 grain, Product No. 53999

Armed Security Guards shall carry two (2) fully loaded speed loaders or two (2) full loaded magazines specifically made for their firearms make and model with case holders are required as part of their equipment to hold extra rounds, not including the rounds already in the firearm.

In extenuating circumstances, the Contractor may submit a request to the Contract Administrator for the allowance to use another brand of ammunition. At the approval of the Contractor Administrator, Contractors may purchase and issue the authorized ammunition to their armed guards. Contractors shall ensure to issue the same brand ammunition to their armed security guards. Armed security guards cannot mix and match ammunition and shall deploy the same brand of ammunition with their firearms.

6.4 Safety

The Contractor shall observe the following safeguards regarding the use of firearms and batons at any and all work sites. This includes, but is not limited to, the distribution of the following safeguards to all Security Guards currently on Post:

a) At NO time will security weapons (i.e., firearms and batons including belt and ammunition), be stored at City sites where security services are being provided.

b) At NO time are the Sam/Sally Browne utility belts, firearms, batons or ammunition to be removed by the Security Guard or left unattended at any City site unless under extreme emergency or in a life-threatening situation.

c) Firearms and batons are NOT to be utilized as a measure of threat nor intimidation but are to be used in a life threatening or restraint situation only.

d) Firearms are NOT to be removed from the Security Guards holster except in a life threatening or restraint situation or when being inspected by the Contract Administrator, Contract Security Liaison, LAPD sworn supervisor, or an emergency exists.

e) Any discharge of a firearm must be reported immediately to the Security Services Division (SECSD) on-duty Watch Commander and Contract Security Liaison for investigation.

f) Loss, theft or misuse of any equipment must be reported immediately to the SECSD on-duty Watch Commander and Contract Security Liaison.

g) Security Guards shall not clean any weapon in or around City facility locations.

h) Unauthorized weapons, holsters, ammunition nor any other uniforms or equipment are expressly prohibited.

All armed contract personnel shall adhere and abide by California Penal Code referencing the proper transportation of their firearms.

6.5 Radios/Cellular Telephones

The Contractor shall furnish each Security Guard with 2-way radios and/or cellular telephones capable of transmitting and receiving clear messages over the required distance within the assigned facility/site or Post and to a Communications Center where emergency services can be immediately requested. The radios and cell phones shall be furnished, maintained, and paid for by the Contractor. The cost is included in the fee schedule set forth herein for each of the various services performed by the Contractor.

There are designated LAPD locations/assignments in which SECSD will assign an LAPD radio at an outlying post location or may issue a radio to the Security Guard. The Security Guard shall maintain responsibility, maintenance and use of the radio when assigned at these respective locations and, if issued, upon completion of their assignment, return the radio. The Security Guard shall make notification to the on-duty Watch Commander should there be any issues with the radio (broken, not operating properly, etc.).

6.6 Vehicles

When the City requires the Contractor to use a vehicle, it shall be the responsibility of the Contractor to furnish properly insured vehicles, in good operational and mechanical condition. Vehicles must be properly marked with the company name and logo.

Security personnel shall possess a valid California Driver's License.

6.7 Bicycle Patrol

Contractor shall provide bicycle patrol Security Guards with bicycles, helmets, and relevant equipment suitable for law enforcement patrols and activities.

7.0 Guard Tour Management System

The Contractor shall provide a Guard Tour Management System (GTMS) (also known as Guard Tour Monitoring System) capable of real-time results acceptable to the City. This will be done at the Contractor's expense within 30 days following the execution of this Contract. The Contractor will be responsible for maintaining the system and replacing it if it becomes inoperable. The system should accurately track the reporting times, meal times, end times, and patrol locations of each Security Guard, verifying that they are at work on time and patrolling each location based on the existing Post Orders. Security personnel shall ensure required patrols are captured via the GTMS. The system needs to be available in real-

time on the Contractor's web portal and provide alert methods such as automated e- mail notifications to the Contract Security Liaison Unit and/or designated City representatives for instances of late arrival by security guards. Field Supervisors are required to sign-in and sign-out in the GTMS and reflected on the Field Supervisors' logs when performing sites visits.

A web portal system shall be established and maintained and must contain any information requested by the contract administrator. The system should be available in real-time and directly accessible by LAPD authorized personnel as requested by the Contract Administrator.

8.0 Emergency/Urgent Coverage

In case of a need for emergency services, coverage shall be provided and scheduled in accordance with the terms and conditions as requested for non-scheduled needs and augmentation of security guards to meet City security needs/contingencies. It will be the Contractor's duty and responsibility to provide security services for emergency/urgent coverage as required by the circumstances, at attentive rates in the Fee Schedule, for work approved and authorized by the Contract Administrator.

8.1 Emergency/Urgent Services Personnel Requirements

Emergency/urgent services personnel shall meet all the training qualifications and requirements specified in this Contract.

8.2 Reverting to Regular Schedule

The Contractor's personnel responding to emergency/urgent services shall revert back to regular security service/Post assignments on the first day after the authorized cancellation of the request for emergency services.

9.0 General Contract Requirements

All work under this agreement shall be performed in all respects in strict compliance with the specified requirements of the Contract.

A Contract Security Request shall be submitted for each request for security services at any City location and shall be reviewed and approved by the Contract Administrator prior to the working under this contract. These requests include adding services to pre-existing schedules/assignments. City will not pay contractor for security services to any city site without such prior authorization from the Contract Administrator

The Contract Administrator has the right to obtain, from the Contractor, any security guards' schedules, Post Orders, and facility procedures upon request for any assignment.

9.1 Reverting Site Locations to City Security Forces

The City reserves the right to have any City facility/site location revert from utilizing Contract security services to City security forces, as determined by the Contract Administrator.

9.2 Added Site Locations As Needed

As needed and necessary, the Contract Administrator will contact the Contractor to discuss added or deleted site locations for security services as specified at the time of need and under the same terms and conditions of the Contract. The Contractor is reminded not to schedule, provide, or render any security services to any City entity unless there is a written Contract Request Form authorizing such security services from the Contract Administrator. In such case, the Contractor shall refer said requests back to the Contract Administrator. The Contractor will not be paid for security services rendered without prior authorization by the Contract Administrator.

This Agreement shall be nonexclusive and the City reserves the right to procure additional Contractors under this Agreement, or to engage security services under a different agreement. The City may add or remove facilities, buildings and other locations from governance as it sees fit over the course of the Agreement. The City may supercede this Agreement with a replacement agreement.

9.3 Changes, Additions, and Deletions

The City reserves the right to monitor and review the City's security needs. As City security needs change or develop, the City may make changes, additions, and deletions in the Schedule of Work (hours, days, dates, times and sites). Should any changes be made, the Contractor shall provide written confirmation of the requested changes within three business days. After warning, the City will be entitled to liquidated damages of $100 for all subsequent occurrences. The

Contractor shall perform the work as changed and shall be paid for the actual quantity of work performed by such changes, whether increased or decreased.

When necessary, the Contract Administrator will contact the Contractor to make any changes as required to amend, modify, or delete specific Contract and Post Orders when such amendment, modification, or deletion is determined by the Contract Administrator to be in the best interest of the City.

9.4 Holidays

The City shall have the right to request security coverage on and during all holidays observed by the City, State of California or United States, as each entity defines them, and including any specially proclaimed or designated holidays. City Holidays are as follows (in the event of a conflict, the City's official calendar shall prevail over the dates below):

New Year's Day	January 1
Rev. Dr. M. L. King Jr. Day	Third Monday in January
President's Day	Third Monday in February
Cesar Chavez Day	Friday or Monday nearest to March 31
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Indigenous Peoples Day	Second Monday in October
Veteran's Day	November 11
Thanksgiving	Fourth Thursday and Friday in November

9.5 Contract Management

The Contractor shall designate a Contract Manager to provide day-to-day general administration and managerial direction of the required contract work and overall personnel administration of Contractor's assigned personnel. This person shall become the City's primary contact person and be available as needed for the administration and effective functioning of the requested security services required in the Contract.

During office hours, the Contractor shall respond to telephone calls from the Contract Administrator within 60 minutes. Emergency calls shall be returned immediately and not longer than 30 minutes regardless of the time or day the call is received. Electronic correspondence (email) shall be responded to within the next business day. After warning, liquidated damages in the amount of $100 per

incident may be assessed for responses exceeding the stated limits.

9.6 City and Contractor Staff Meetings

The Contractor shall meet with the Contract Administrator and/or their representative. As needed to discuss administration of this Contract. This includes but is not limited to: solutions to problems, quality of services, Contract compliance, changes in statement of work, discrepancy reports, invoicing, and status of services.

9.7 Contractor Transition and Cooperation

In accordance with the Service Contract Worker Retention Ordinance (SCWRO), all Contractors involved in any location coverage transition shall fully cooperate and assist each other to facilitate a smooth changeover during Contract implementation, for the term of the Agreement, and at Contract expiration. Any disputes, disagreements, and/or differences of opinions between the Contractors will be reviewed and resolved by the Contract Administrator. Such decisions are final and shall not be subject to further review

9.8 Non-Exclusive Agreement

The Contractor understands and agrees that this is a non-exclusive agreement to provide security services to the City and that the City has entered into other Contracts for the provision of security services. Execution of this Agreement does not guarantee that the City will request the Contractor to provide any services.

9.9 Accounting and Financial Records

Accounting and financial records shall be maintained in accordance with generally accepted accounting principles and practices. All records shall be maintained by the Contractor, and access shall be provided to the City during the entire term of the Contract

and for three (3) years after final payment is made by the City unless the City gives written permission to the Contractor to dispose of said records prior to the end of the retention period.

9.10 Audits and Inspection of Records

Upon receipt of reasonable notice and during the Contractor's regular business hours, the City can perform audits to inspect the records relative to the work performed under the Contract at any time as deemed necessary. The Contractor shall provide the City's authorized representative(s) or agent(s) such access to the Contractor's records and facilities housing the records to examine, audit, inspect, excerpt, photocopy, or transcribe the records relative to work performed including: payroll, employee wages, benefits, contract expenses, and other

documents relative to the performance of the contract requirements, terms, and conditions under the Contract.

9.11 Labor Activity

If any strike, boycott, picketing, work stoppage, slowdown or other labor activity is directed against the Contractor by its employees, or similar labor activity conditions are directed against the City by City employees which result in the curtailment or discontinuation of services performed hereunder, the City shall have the right during said period to employ any means legally permissible under law to have the work performed.

9.12 Compensated Benefits

Contractor's services are being performed as an independent contractor and not as an agent or employee of the City, therefore Contractor is not entitled to any vacation, sick leave, Worker's compensation, pension or any other City Benefits.

10.0 Invoices

For acceptable performance, the Contractor shall invoice the City monthly and shall be paid for the total number of hours worked in the previous month. Contractor shall send monthly invoices and supporting documents (see below) to the following email address:

SECSD_CONTRACT_SECURITY@lapd.lacity.org

The subject of the email should be entitled: "Contract Security Monthly Invoice"

Original invoices payable by other City departments shall be sent to the City department stated on the Contract Request Form; and any third-party using contract security services must be authorized and funded by a City department.

10.1 Submission

The invoices for services per Contract Request Form must be submitted on or before the 15th day of each month following the month in which services were rendered. If the 15th falls on a weekend, invoices will be due on the next business day.

10.2 Approval of Invoices

The Contractor shall prepare a monthly statement with current charges for work performed. Invoices shall be submitted with appropriate billing information including Contract number, invoice number for each site, and accounting summaries as required. The Contractor is required to submit a cover sheet, Guard Tour Report, back up, employee sign-in sheets, any correspondence

documenting extra coverage, and the field supervisor site visit log with all invoices. As part of the invoice, the Contractor is required to provide a list by location or City facility with the following information:

- Hours performed by date, day, and hours of coverage (starting time and ending time)
- Total hours for the day and total hours for the month
- The names of the Security Guards providing services

Those invoices not acceptable will be returned to the Contractor with detailed information to include, but not limited to, date and reason for correction. The Contractor shall have the opportunity respond to the requested corrections or to correct and re-submit within three (3) business days for further review. Failure to submit in a timely manner may further delay payments of an invoice.

In the event an invoice or portion thereof continues to be in dispute, the City may withhold any portion of an invoice it disputes in good faith. The City shall timely pay all undisputed portions of invoices in accordance with this section.

In the event a City Department utilizing this Agreement disputes any part of an invoice hereunder, they shall immediately fill out and submit to SECSD the most recent revised State of California Invoice Dispute Notification, STD. 209.

Contractor may elect to offer a “1/10 Net 30” discount. In such instance they shall write the words, “1/10 Net 30,” or words to that effect, on an invoice, or otherwise convey the offer to the City. For any such invoice, City may pay within 10 days of receipt and in such event shall be entitled to a 1% discount for the paid balance of the invoice.

City Departments/Offices utilizing this Agreement shall report expenditures for contract security services to SECSD by the 15th day of each month following the month in which said expenditures are paid.

LAPD is not responsible for any obligation owed by any other City Department/Office to any Contractor hereunder. LAPD shall not be required to enforce, communicate, arbitrate or mediate any monetary dispute between any other City Department/Office and any Contractor hereunder.

10.3 Fees

The Contractor shall submit invoices as described herein for the services performed for which payment is requested. Said services shall be billed in the amounts set forth in fee schedule identified as Attachment C and attached hereto and incorporated herein by this referral. The total dollar amount that the City will pay the Contractor for satisfactory services rendered under the terms of this contract may be up to, but not exceed, thirty million dollars ($30,000,000)

annually, or such amount as shall be set by the City as the aggregate annual spending limit of this Agreement.

10.4 Penalties/Damages

The Contractor shall perform all work under the Contract during the Contract Term/Period of Performance. If any work by the Contractor is deficient because of the failure to perform the work or meet the criteria of the work in accordance with the standards in this agreement, the Contract Administrator will report such deficiencies to the Contractor. If amounts are to be withheld or deducted from payments to the Contractor, the City will forward notice describing the reasons for said action.

The Contract Administrator will thereafter take the necessary action and based on a progressive system, corrective measures will be initiated in attempt to correct the

deficiency. The typical levels of the progressive system may involve discussions/ verbal warnings, liquidated damages and/or removal of services from assigned facility. The level determined appropriate for each deficiency will depend on a variety of factors that include the severity of the incident, previous performance work history, pattern of occurrences and impact to other security companies and/or City departments.

For the purposes of the contract, liquidated damages are defined as a means of compensation for breach of the contract. It is impractical or extremely difficult to ascertain the extent of actual damages resulting from the failure of Contractor to correct a deficiency within a specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages is $100 per infraction, or as specified in the Performance Requirements Summary chart (Exhibit 1 of this Statement of Work), and that Contractor shall be liable for the liquidated damages in said amount. Said amount shall be deducted from City's payment to contractor.

11.0 City's Responsibilities

The following are the City's responsibilities under the Agreement:

11.1 Authority and Duties of the Contract Administrator

The Commanding Officer, Security Services Division, is the Contract Administrator and shall represent the Chief of Police in the operation and management of this agreement. The Contract Administrator may make temporary changes in assignments, tasks, task frequencies, or methods. Any temporary changes shall not be considered modifications of the agreement and shall not affect the amount of payment to the Contractor.

11.2 Authority and Duties of the Contract Coordinator

The Contract Administrator may appoint an individual or individuals as City Contract Liaison Coordinator (Coordinator) to monitor and inspect the Contract performance of the security work. The Coordinator is not authorized to revoke any requirements of the Contract. The Coordinator is authorized to call to the attention of the Contractor any non-performance of security services for the work called under the agreement. The Coordinator shall in no case act as a foreman or perform any other duties for the Contractor, nor interfere with the management of the work under the agreement. Any advice given to the Contractor shall in no way be construed as Contract changes and binding to the City or releasing the Contractor from fulfilling all requirements of the agreement.

The Coordinator shall ensure the requesting department provide adequate and basic requirements for contract personnel assigned to their locations to include shelter from the elements and access to restrooms and hand washing station prior to the start of any assignment.

11.3 Authority and Duties of the Department/Office Representative

Departments or offices of the City utilizing this Agreement with the consent of the LAPD shall nominate a Department/Office Representative to be confirmed by LAPD in its granting of permission to use this Agreement.

11.4 Complaints

All complaints against Contractor's personnel shall be directed in writing to the Contract Administrator and notifications made to the Contractor.

12.0 Documenting Complaints

The Contractor shall complete a written narrative that includes a description of events that led to the complaint, including date and time of occurrence, a list of all involved persons, location of occurrence, nature of the complaint allegation(s), and statements (written, tape-recorded, or other) made by involved persons including the subject employee(s).

12.1 Complaints Reported to the City

The Contract Administrator shall notify the Contractor of any complaint received and work in cooperation with the Contractor to resolve the complaint.

12.2 Contract Personnel Complaint Investigation and Interview

The Contract Administrator reserves the exclusive right to immediately interview and investigate any employees under the control or direction of the Contractor, upon receiving any reported complaint or allegation of misconduct. Any employee

who declines or refuses to participate in an interview or cooperate with an investigation conducted by the Contract Administrator, shall be ordered by the Contractor to cooperate. Failure to cooperate with the investigation and interview conducted by the Contract Administrator or designee is considered as non-complying with this Contract requirement.

ATTACHMENT C

FEE SCHEDULE

FEE SCHEDULE FOR
SECURITY GUARD SERVICES
EFFECTIVE February 20, 2025
LIVING WAGE ORDINANCE

The following is the fee schedule for the different types of Security Guards defined in the Agreement.

Position	Security Guard		Security Guard / Bike		Security Guard / Vehicle	
	Regular	Overtime	Regular	Overtime	Regular	Overtime
Unarmed Security Guard	$30.65	$45.98	$32.15	$48.23	$33.65	$50.48
Armed Security Guard	$34.14	$51.21	$35.64	$53.46	$37.14	$55.71
Armed Security Shift Supervisor	$37.07	$55.61	$38.57	$57.86	$40.07	$60.11
Armed Security Field Supervisor	$37.07	$55.61	$38.57	$57.86	$40.07	$60.11
Post Commander	$38.56	$57.84	$40.06	$60.09	$41.56	$62.34
Professional Security Guard	$50.25	$75.38	$51.75	$77.63	$53.25	$79.88

- $1.50 will be added to the corresponding requested position and the appropriate level payment rate for a bike certified security officer.
- $3.00 shall be added to the corresponding requested position and the appropriate level payment rate for vehicle patrols.
- Compensation for Field Supervisors must be reviewed and approved in writing in advance of deployment, by the Contract Administrator.
- All hours worked on City designated holidays will be invoiced at the corresponding overtime rate per position.
- Overtime rates will be invoiced for the first 72 hours of newly requested assignments when less than 48-hours' notice is provided.
- Payment terms are net 30 after receipt and approval of the correct monthly invoice submitted for work performed at all sites assigned to the contract security company.
- Minimum of 4 hours billing for requests less than 4 hours.
- Rates will be adjusted each contract year, consistent with the living wage ordinance published for the corresponding fiscal year, or as they take effect.

ATTACHMENT D

CONFIDENTIALITY AGREEMENT

Professional Services Agreement

Confidentiality Agreement

I, Diana Meraz or the entity for which I am an employee, independent contractor, or subcontractor (hereinafter referred to as "Contractor"), have entered into a contract (hereinafter referred to as the "Agreement") with the City of Los Angeles to provide various services to the City of Los Angeles (hereinafter referred to as "City").

I will provide temporary services to City and as part of these services I will have access to confidential information. "Confidential Information" includes all data, records, documents, audio or visual recordings, materials, products, technology, computer programs, specifications, manuals, business plans, software, marketing plans, financial information, and other information disclosed or submitted, orally, in writing, or by any other media, to me by City pursuant to the Agreement or this Confidentiality Agreement, regardless of whether the information is marked or otherwise identified in writing as confidential, and regardless of whether the Confidential Information is received prior to execution of this Confidentiality Agreement.

I further understand that all Confidential Information provided to me by City, or accessed or reviewed by me during the performance of this assignment will remain the property of City.

I agree to use Confidential Information solely in connection with providing services to City under the Agreement and for no other purpose.

I agree not to provide Confidential Information, nor disclose its content or any information contained in it, either orally or in writing or in any form to transmit information, to any other person or entity, unless required by law or court order. I further agree not to make copies of any Confidential Information unless a formal request is made and approved by City.

I agree to promptly notify City of all requests, notices, subpoenas, pleadings, or other means, for the release of Confidential Information received by me.

I agree that I will not divulge to any unauthorized person, Confidential Information or any other information obtained while performing work pursuant to the Agreement between me and City.

I will be responsible for protecting the confidentiality and maintaining the security of all Confidential Information in my possession. I agree to use the same standard of care to protect City's Confidential Information as I use to protect my

own confidential and proprietary information, but not less than a reasonable standard.

Upon request by City, or completion or termination of my assignment under the Agreement, I will promptly return or destroy all Confidential Information in my possession at City's discretion, and provide City with written certification stating that such Confidential Information has been returned or destroyed.

This Confidentiality Agreement is to apply in conjunction with any prior confidentiality agreement between myself and City, and will not nullify such agreements; however, this Confidentiality Agreement will take precedence. Any conflicts with any other agreements will be modified to comply with the terms and intent of this Confidentiality Agreement.

I acknowledge that violation of this Confidentiality Agreement may subject me to civil and/or criminal action and that City will seek all possible legal redress.

Diana Meraz — Diana Meraz

Name of Signatory — Contractor Signature

EVP of Support + Culture — 02/18/2025

Signatory Title — Date

Contractor Address:

4001 Inglewood Avenue, Suite 101-382, Redondo Beach, CA 90278

Agreement Number C-141556-1