

APPROVED

Sept 01 2022

BOARD OF RECREATION AND PARK COMMISSIONERS

BOARD REPORT

NO. 22-223

DATE September 01, 2022

C.D. 4

BOARD OF RECREATION AND PARK COMMISSIONERS

SUBJECT: AS-NEEDED VACCINATION VERIFICATION SERVICES - USE OF LOS ANGELES POLICE DEPARTMENT CONTRACT C-128953 WITH GSG PROTECTIVE SERVICES CA INC.

*AP Diaz APD M. Rudnick
H. Fujita
B. Jackson N. Williams

[Signature]
General Manager

Approved X Disapproved Withdrawn

RECOMMENDATIONS

- 1. Find that the Department of Recreation and Parks (RAP) desires to use an existing City contract C-128953 (Contract) of the Los Angeles Police Department (Attachment 1) with GSG Protective Services CA Inc. for the provision of as-needed vaccination verification services at RAP facilities as more fully set forth in this Report (Services); and
2. Find, pursuant to Charter Section 371(e)(8), that RAP, in lieu of undertaking its own competitive bidding or proposal process, may purchase the Services using the Contract between GSG Protective Services CA Inc. (Contractor) and the Los Angeles Police Department (LAPD), because contracts for cooperative arrangements with other governmental agencies for the utilization of the purchasing contracts and professional, scientific, expert or technical services contracts of those agencies and any implementing agreements are an exception to the City's competitive bidding requirements; and
3. Find, in accordance with Charter Section 1022, that RAP does not have available in its employ, personnel with sufficient time or necessary expertise to undertake the Services in a timely manner, and it is more feasible, economical and in RAP's best interest, to secure these Services through the Contract on an as-needed basis; and
4. Authorize RAP to use the Contract for the provision of Services on an occasional and as-needed basis from September 5, 2022 to November 20, 2022, and in an amount not to exceed \$325,000; and
5. Authorize the General Manager or their designee to execute and submit any LAPD required forms as may be necessary to use the Contract as approved in this Report.

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SUMMARY

As of November 29, 2021, the City of Los Angeles requires all guests (12 years and over) entering City buildings, including City museums, to show proof of being fully vaccinated under City of Los Angeles Ordinance No. 187219 (Ordinance). The requirement for those 18 years and older also involves matching a photo ID to the proof of vaccination. Those under 12 years old may enter without proof of vaccination. These requirements remain in effect.

Most recreational facilities were able to establish straightforward vaccination verification procedures via the check in windows at the entrances of recreation centers. However, due to its layout and numerous entrances, visitor vaccination verification for Griffith Observatory (Observatory) is more complex. As such, the Griffith Observatory created an “authorized access zone” perimeter around the front of the building. Visitors who provide proof of full vaccination in accordance with the Ordinance are admitted to this zone. The first implementation of this process was December 10, 2021.

The perimeter runs along the Observatory’s front sidewalk to create a zone in which visitors can enjoy the building and terraces as usual and use almost all building entrances, stairs, and exits. The perimeter enables vaccine verification at one focused public entry point. The perimeter has two public exit points (no re-entry permitted). Staff are needed for visitor vaccine verification checks and to secure the perimeter. A security officer is present in case of perimeter breaches or other issues.

Visitors line up along the Observatory’s center-west sidewalk for vaccine verification before entry into the perimeter. Staff along the line instruct visitors to have their vaccine card and photo ID ready. There are canopies at the perimeter entrance where the checks are performed. Because of the size of the perimeter (well over 100 feet long) and the number of Observatory visitors (3,000-7,000 per day), the visitor vaccination verification operation at the Observatory is very staff intensive. It takes 10 staff members per shift (with two shifts per operating day) to conduct the operation. When the activity began, the Observatory was open three days a week (Friday-Sunday). The Observatory is currently open four days a week (Thursday-Sunday) and plans to expand public operations to Wednesdays and Tuesdays within coming months.

In order to staff this temporary and emergency-related function, RAP utilized part-time Griffith Observatory staff, Park Services staff, and, notably, seasonal Aquatics staff (available during the pool off-season). However, sufficiently staffing the visitor vaccination verification operation internally was very challenging and periodically resulted in the partial or complete closure of Griffith Observatory due to unavailability of employees. As summer approached, all Aquatics staff needed to return to their regular work locations, and Park Services staff needed to support busy summer schedules. Griffith Observatory staff are needed to operate the building, including the Samuel Oschin Planetarium, and are therefore not available for the visitor vaccination verification operations.

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To enable continued full operation of the Observatory – especially as it opens on additional days – it is recommended that the Board of Recreation and Park Commissioners (Board) approve RAP's use (through a piggy-back arrangement) of one of LAPD's pre-qualified security service contracts, Contract C-128953 with GSG Protective Services CA Inc., to staff the temporary and as-needed visitor vaccination verification operations at the Observatory. The Board previously approved RAP's use of the Contract from May 6, 2022 to June 30, 2022 (Board Report 22-131) and from July 1, 2022, to September 4, 2022 (Board Report 22-167). Through this report, staff is seeking authorization to continue to use the Contract on an as-needed basis from September 5, 2022, through November 20, 2022, in an amount not to exceed \$325,000. November 20, 2022, is the current end date for the Contract.

FISCAL IMPACT

It is estimated that utilization of the Contract for the Services will cost approximately \$20,000-30,000 per weekend of operation (Thursday-Sunday, Wednesday-Sunday, or Tuesday-Sunday) for a total not to exceed amount of \$325,000 for services through November 20, 2022.

STRATEGIC PLAN INITIATIVES AND GOALS

Approval of this Board Report advances RAP's Strategic Plan by supporting:

Goal No. 3: Provide Safe and Accessible Parks

This Report was prepared by Mark Pine, Deputy Director, Griffith Observatory.

LIST OF ATTACHMENTS/EXHIBITS

1) LAPD Contract with GSG Protective Services CA Inc. (C-128953) and Amendment #9

CONTRACT SUMMARY SHEET

TO: THE OFFICE OF THE CITY CLERK,
COUNCIL/PUBLIC SERVICES DIVISION
ROOM 395, CITY HALL

DATE: February 21, 2017

FROM (DEPARTMENT): Police

CONTACT PERSON: James Acheron

PHONE: (213) 486-0395

CONTRACT NO.: C-128953

COUNCIL FILE NO.: N/A

ADOPTED BY COUNCIL: N/A

APPROVED BY BPW: N/A

DATE

- NEW CONTRACT
- AMENDMENT NO. _____
- ADDENDUM NO. _____
- SUPPLEMENTAL NO. _____
- CHANGE ORDER NO. _____

CONTRACTOR NAME: U.S. Metro Group, Inc.

TERM OF CONTRACT: 2/21/2017

THROUGH: 2/20/2020

TOTAL AMOUNT: \$10,000,000

PURPOSE OF CONTRACT:

This Agreement allows U.S. Metro Group, Inc. to provide professional security services and patrol for City facilities, excluding Department of Airports, Department of Water and Power, and Harbor Department facilities.

PROFESSIONAL SERVICES AGREEMENT

CONTRACTOR: U.S. METRO GROUP, INC.

TITLE: SECURITY GUARD SERVICES

CITY CONTRACT No. C-128953

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ATTACHMENTS:

Attachment A – Standard Provisions For City Contracts (rev. 03/09)

Attachment B – Statement of Work

Attachment C – Fee Schedule

Attachment D – Confidentiality Agreement

**AGREEMENT
BETWEEN
THE CITY OF LOS ANGELES
AND
U.S. METRO GROUP, INC.**

FOR SECURITY GUARD SERVICES

THIS AGREEMENT is made and entered into by and between the City of Los Angeles a municipal corporation, hereinafter called "City", acting by and through the Los Angeles Police Department, hereinafter called "Department" or "LAPD", and U.S. Metro Group, Inc., a California corporation, hereinafter called "Contractor".

RECITALS

Section 22.225.1 of Division 22, Chapter 21, 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 Power, and Harbor Department facilities; and

On June 25, 2015, the City issued a Request for Proposals (RFP No. 14-310-022) seeking qualified firms to perform the above-referenced security guard services; and

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

The Board of Police Commissioners approved, on January 19, 2016, the recommendation by staff of the selection of Contractor and authorized LAPD to negotiate an agreement with the Contractor; and

The parties hereto wish to enter into an Agreement with Contractor to provide professional security guard services as described herein for consideration and upon the terms and conditions as hereinafter provided; and

The services to be provided herein are of a professional, expert, temporary, and occasional nature.

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

**SECTION 1
INTRODUCTION**

1.0 Parties to the Agreement and Representatives

1.1 The parties to this Agreement are:

- A. City – The City of Los Angeles, a municipal corporation, acting by and through the Los Angeles Police Department, having its principal office at 100 West First Street, Los Angeles, California 90012.
- B. Contractor – U.S. Metro Group, Inc., having its principal address at 605 S. Wilton Place, Los Angeles, California 90005.

1.2 Representatives of the Parties and Service of Notices

- A. The representatives of the respective parties who are authorized to administer this Agreement and to whom formal notices, demands and communications shall be given are as follows:
- B. The representative of the City shall be, unless otherwise stated in the Agreement:

Charlie Beck, Chief of Police
Los Angeles Police Department
100 West First Street, 10th Floor
Los Angeles, California 90012

With copies to:

Lieutenant Raymond Ingal
Los Angeles Police Department
Security Services Division
201 North Los Angeles Street, Suite 2
Los Angeles, California 90012
Phone Number: (213) 978-4660
Facsimile Number: (213) 978-4688

Maggie Goodrich, Commanding Officer
Information Technology Bureau
Los Angeles Police Department
100 West First Street, Suite 842
Los Angeles, California 90012
Phone Number: (213) 486-0370

The representatives of Contractor shall be:

Evelyn Kim Executive Vice President
U.S. Metro Group, Inc.
605 S. Wilton Place
Los Angeles, California 90005
Phone Number: (213) 382-6435
Facsimile Number: (213) 382-9404

- C. Formal notices, demands and communications to be given hereunder by either party must be made in writing and may be effected by personal delivery or by registered or certified mail, postage prepaid, return receipt requested and shall 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 must be given, in accord with this section, within five (5) working days of said change.

SECTION 2 TERM OF AGREEMENT AND SERVICES TO BE PROVIDED

2.1 Term of Agreement

The term of this Agreement shall commence on the date the parties to the Agreement execute the contract and end three (3) years thereafter, subject to the termination provisions herein and subject to LAPD needs, availability of funds, and satisfactory performance by the Contractor. Performance will not begin until the Contractor has obtained approval of insurance and has an approved Agreement with the City as required herein.

This Agreement is non-exclusive, and the City retains the right to utilize other contractors for the same or similar services as provided by Contractor under this Agreement.

2.2 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.
- 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, Compensation and 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 City requires services in addition to those specified in this Agreement, Contractor agrees to provide such services in accordance with Section 6, Amendments, of this Agreement. Prior to performance of additional work, this Agreement will be amended to include the additional work and payment therefor.

SECTION 3 COMPENSATION AND METHOD OF PAYMENT

3.1 Compensation

- A. City shall pay to Contractor as compensation for complete and satisfactory performance of the terms of this Agreement, an amount not to exceed Ten Million Dollars (\$10,000,000) per year, including state and local taxes. The foregoing payment represents the maximum compensation to be paid by City to Contractor(s) for services to be performed as designated in this Agreement.
- B. The City makes no guarantee of work or minimum amount of payment to Contractor. Payment for satisfactory services shall not exceed Ten Million Dollars (\$10,000,000) in any one year period of this Agreement, based on the rates specified in the Fee Schedule (Attachment C). This maximum amount of compensation per year may be adjusted by the City's representative based on the funds allocated in the Department's budget for any particular year.
- 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, Workers' 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 Invoices

- A. For services provided under this Agreement, Contractor shall be paid by the

City in accordance with Attachment C, Fee Schedule, and the other conditions and provisions of this Section after receipt and approval of Contractor's invoices by the requesting Department. Contractor must include the following information on each invoice:

1.
 - a) Date of invoice and period covered
 - b) Invoice number
 - c) Agreement number
 - d) Date and description of services provided
 - g) Amount of invoice
 - h) Taxes
 - i) Total amount payable
 - j) Remittance address if different from company address

- 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 Contractor. Evidence that tasks have been completed shall be attached to all invoices.
- C. Invoices and supporting documentation shall be prepared at the expense and responsibility of Contractor. The City will not compensate Contractor for costs incurred for 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 or request a self-audit to substantiate cost 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 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 RECORD RETENTION

Contractor shall also maintain records, including records of financial transactions, pertaining to the performance of the Agreement, in their original form, in accordance with requirements prescribed by the City. These records must be retained for a period of no less than thirty-six (36) months following final payment made by the City hereunder or the expiration date of this contract, whichever occurs last. Said records are subject to examination and audit by authorized City personnel or by the City's representative at any time during the term of this contract or within the thirty-six (36) months following the final payment made by the City hereunder or the termination date of this Agreement, whichever occurs last. Contractor shall provide any reports requested by the City regarding performance of the Agreement.

SECTION 5 SUSPENSION AND TERMINATION

5.1 Suspension

City may suspend all or part of the project operations for failure by Contractor to comply with the terms and conditions of this Agreement by giving written notice, which shall be effective upon receipt.

- A. Said notice shall set forth the specific conditions of non-compliance and the period provided for corrective action.
- B. Within five (5) working days Contractor must reply in writing setting forth the corrective actions that shall be undertaken, subject to City approval in writing.
- C. Performance under this Agreement shall be automatically suspended without any notice from City as of the date Contractor is not fully insured in compliance with this Agreement. Performance shall not resume without the prior written approval of City.

5.2 Termination for Convenience

- A. City may terminate this Agreement or any part hereof for convenience upon giving the other party at least thirty (30) days written notice prior to the effective date of such termination, which date shall be specified in such notice.
- B. Upon termination, City shall compensate Contractor for any Services performed in accordance with this Agreement for which Contractor did not receive payment prior to termination.

5.3 Termination for Cause

City may terminate this Agreement for cause by giving Contractor a written notice of breach. Contractor shall have ten (10) calendar days from the date of City's notice of breach to cure, or diligently commence to cure such breach. City's notice of breach must include a time and location for the individuals identified in Section 1.2 of this Agreement to meet and discuss the notice of the breach. Such meeting must be scheduled within ten (10) calendar days of the date of the notice of breach. If Contractor is unable or unwilling to cure, or diligently commence to cure such breach, or meet within the ten (10) day timeframe, City may terminate this Agreement on two (2) calendar days' notice. If, after City has given notice of termination under the provisions of this Section 5.3, it is determined by City that Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Section 5.2.

5.4 Notices of Suspension or Termination

In the event that this Agreement is suspended or terminated, Contractor shall immediately notify all employees and participants and must notify in writing all other parties contracted with under the terms of Agreement within five (5) working days of such suspension or termination.

SECTION 6 AMENDMENTS

6.1 Amendments

Any change in the terms of this Agreement, including changes in the services to be performed by Contractor, and any increase or decrease in the amount of compensation which are agreed to by City and Contractor shall be incorporated into this Agreement by a written amendment properly executed and signed by the person(s) authorized to bind the parties thereto.

SECTION 7 DISPUTES

Both 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 8 CONFIDENTIALITY

8.1 Confidentiality of Department 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.

8.2 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.

SECTION 9 STANDARD PROVISIONS

The Contractor will comply with the Standard Provisions for City Contracts (Rev. 3/09), attached hereto as Attachment A and incorporated herein by this reference.

- 9.1** The Contractor must access insurance information on the Internet through the City Administrative Officer (CAO) Risk Management website. For information, go to:

http://cao.lacity.org/risk/Submitting_proof_of_Insurance.pdf

Through the TRACK4LA system, a broker can have insurance approval within 24 hours.

- 9.2** The Contractor will obtain and keep current a Business Tax Registration Certificate Number and all such certificates required of it and will not allow any such certificates(s) to be revoked or suspended while any contract is in effect.

For compliance details, contact the Office of Finance, Tax and Permit Division At (213) 473-5901 or write to:

Office of Finance, Tax and Permit Division
200 North Spring Street
Room 101
Los Angeles, California 90012

Contractors also may apply online:

<http://finance.lacity.org/form/taxregistrationv4.pdf>

SECTION 10 ENTIRE AGREEMENT

10.1 Complete Agreement

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

10.2 Number of Originals and Attachments

This Agreement is executed in three (3) duplicate originals, each of which is deemed to be an original. Attachments A-D listed below are incorporated herein by this reference:


Attachment A – Standard Provisions for City Contracts (rev. 03/09)
Attachment B – Statement of Work
Attachment C – Fee Schedule
Attachment D – Confidentiality Agreement

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

THE CITY OF LOS ANGELES

U.S. METRO GROUP, INC.

By: 
CHARLIE BECK
Chief of Police

By: 
EVELYN KIM
Executive Vice President

DATE: 2/17/17


DATE: 12/22/16

APPROVED AS TO FORM:

MICHAEL N. FEUER, City Attorney

(2nd Corporate Officer)

By: 
DANIEL KRIENBRING
Deputy City Attorney

By: 
PETER WANG
Controller

DATE: 2/21/17

DATE: 12/22/2016

ATTEST:

HOLLY L. WOLCOTT, City Clerk

By: 
Deputy City Clerk



Date: 2-21-17

City Business Tax Registration Certificate (BTRC) Number: 0000547864-0001-8

Internal Revenue Service Taxpayer Identification Number: 95-4719448

Agreement Number C-128953

ATTACHMENT A

**STANDARD PROVISIONS FOR CITY CONTRACTS
(REVISED 03/09)**

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 hereof. The language of this Contract shall be construed according to its fair meaning and not strictly for or against the **CITY** or **CONTRACTOR**. The word "**CONTRACTOR**" herein in this Contract includes the party or parties identified in the Contract. The singular shall include the plural; if there is more than one **CONTRACTOR** herein, unless expressly stated otherwise, their obligations and liabilities hereunder shall be joint and several. Use of the feminine, masculine, or neuter genders shall be deemed to include the genders not used.

PSC-2. NUMBER OF ORIGINALS

The number of original texts of this Contract shall be equal to the number of the parties hereto, one text being retained by each party. At the **CITY'S** option, one or more additional original texts of this Contract may also be retained by the City.

PSC-3 APPLICABLE LAW, INTERPRETATION AND ENFORCEMENT

Each party's performance hereunder shall comply with all applicable laws of the United States of America, the State of California, and the **CITY**, including but not limited to, laws regarding health and safety, labor and employment, wage and hours and licensing laws which affect employees. 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, and/or procedures that apply to the performance of this Contract.

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 law of a federal, state or local government having jurisdiction over this Contract, the validity of the remaining parts, terms or provisions of the Contract shall not be affected thereby.

PSC-4. 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** hereto;
- B. This Contract has been approved by the City Council or the 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 the **CITY** by the person designated by the City Council, or by the board, officer or employee authorized to enter into this Contract.

PSC-5. INTEGRATED CONTRACT

This Contract sets forth all of the rights and duties of the parties with respect to the subject matter hereof, 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 paragraph PSC-6 hereof.

PSC-6. AMENDMENT

All amendments to this Contract shall be in writing and signed and approved pursuant to the provisions of PSC-4.

PSC-7. EXCUSABLE DELAYS

In the event that performance on the part of any party hereto is delayed or suspended as a result of circumstances beyond the reasonable control and without the fault and negligence of said party, none of the parties shall incur any liability to the other parties as a result of such delay or suspension. Circumstances deemed to be beyond the control of the parties hereunder include, but are not limited to, acts of God or of the public enemy; insurrection; acts of the Federal Government or any unit of State or Local Government in either sovereign or contractual capacity; fires; floods; earthquakes; epidemics; quarantine restrictions; strikes; freight embargoes or delays in transportation, to the extent that they are not caused by the party's willful or negligent acts or omissions, and to the extent that they are beyond the party's reasonable control.

PSC-8. BREACH

Except for excusable delays as described in PSC-7, if any party fails to perform, in whole or in part, any promise, covenant, or agreement set forth herein, or should any representation made by it be untrue, any aggrieved party may avail itself of all rights

and remedies, at law or equity, in the courts of law. Said rights and remedies are cumulative of those provided for herein except that in no event shall any party recover more than once, suffer a penalty or forfeiture, or be unjustly compensated.

PSC-9. 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-10. TERMINATION

A. TERMINATION FOR CONVENIENCE

The CITY may terminate this Contract for the CITY'S convenience at any time by giving **CONTRACTOR** thirty days written notice thereof. Upon receipt of said notice, **CONTRACTOR** shall immediately take action not to incur any additional obligations, cost or expenses, except as may be reasonably necessary to terminate its activities. The 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 affect such termination. Thereafter, **CONTRACTOR** shall have no further claims against the CITY under this Contract. All finished and unfinished documents and materials procured for or produced under this Contract, including all intellectual property rights thereto, shall become CITY property upon the date of such termination. **CONTRACTOR** agrees to execute any documents necessary for the CITY to perfect, memorialize, or record the CITY'S ownership of rights provided herein.

B. TERMINATION FOR BREACH OF CONTRACT

1. Except for excusable delays as provided in PSC-7, 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, the CITY may give **CONTRACTOR** written notice of such default. If **CONTRACTOR** does not cure such default or provide a plan to cure such default which is acceptable to the CITY within the time permitted by the CITY, then the CITY may terminate this Contract due to **CONTRACTOR'S** breach of this Contract.

2. 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 the CITY may immediately terminate this Contract.

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

4. In the event the CITY terminates this Contract as provided in this section, the CITY may procure, upon such terms and in such manner as the CITY may deem appropriate, services similar in scope and level of effort to those so terminated, and

CONTRACTOR shall be liable to the **CITY** for all of its costs and damages, including, but not limited, any excess costs for such services.

5. All finished or unfinished documents and materials produced or procured under this Contract, including all intellectual property rights thereto, shall become **CITY** property upon date of such termination. **CONTRACTOR** agrees to execute any documents necessary for the **CITY** to perfect, memorialize, or record the **CITY'S** ownership of rights provided herein.

6. 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-10(A) Termination for Convenience.

7. The rights and remedies of the **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.

PSC-11. INDEPENDENT CONTRACTOR

CONTRACTOR is acting hereunder as an independent contractor and not as an agent or employee of the **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 the **CITY**.

PSC-12. CONTRACTOR'S PERSONNEL

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

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 performing all aspects of

this Contract. The **CITY** has the right to approve **CONTRACTOR'S** subcontractors, and the **CITY** reserves the right to 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.

PSC-13. PROHIBITION AGAINST ASSIGNMENT OR DELEGATION

CONTRACTOR may not, unless it has first obtained the written permission of the **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-14. PERMITS

CONTRACTOR and its directors, officers, partners, agents, employees, and subcontractors, to the extent allowed hereunder, shall obtain and maintain all licenses, permits, certifications and other documents necessary for **CONTRACTOR'S** performance hereunder and shall pay any fees required therefor. **CONTRACTOR** certifies to immediately notify the **CITY** of any suspension, termination, lapses, non-renewals, or restrictions of licenses, permits, certificates, or other documents.

PSC-15. CLAIMS FOR LABOR AND MATERIALS

CONTRACTOR shall promptly pay when due all amounts payable 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), against **CONTRACTOR'S** rights to payments hereunder, or against the **CITY**, and shall pay all amounts due under the Unemployment Insurance Act with respect to such labor.

PSC-16. CURRENT LOS ANGELES CITY BUSINESS TAX REGISTRATION CERTIFICATE REQUIRED

If applicable, **CONTRACTOR** represents that it has obtained and presently holds the Business Tax Registration Certificate(s) required by the **CITY'S** Business Tax Ordinance, Section 21.00 *et seq.* of the Los Angeles Municipal Code. For the term covered by this Contract, **CONTRACTOR** shall maintain, or obtain as necessary, all such Certificates required of it under the Business Tax Ordinance, and shall not allow any such Certificate to be revoked or suspended.

PSC-17. 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, in accordance with

requirements prescribed by the **CITY**. These records shall be retained for a period of no less than three years following final payment made by the **CITY** hereunder or the expiration date of this Contract, whichever occurs last. Said records shall be subject to examination and audit by authorized **CITY** personnel or by the **CITY'S** representative at any time during the term of this Contract or within the three years following final payment made by the **CITY** hereunder or the expiration date of this Contract, whichever occurs last. **CONTRACTOR** shall provide any reports requested by the **CITY** regarding performance of this Contract. Any subcontract entered into by **CONTRACTOR**, to the extent allowed hereunder, shall include a like provision for work to be performed under this Contract.

PSC-18. FALSE CLAIMS ACT

CONTRACTOR acknowledges that it is aware of liabilities resulting from submitting a false claim for payment by the **CITY** under the False Claims Act (Cal. Gov. Code §§ 12650 *et seq.*), including treble damages, costs of legal actions to recover payments, and civil penalties of up to \$10,000 per false claim.

PSC-19. BONDS

All bonds which may be required hereunder shall conform to **CITY** requirements established by Charter, ordinance or policy, and shall be filed with the Office of the City Administrative Officer, Risk Management for its review and acceptance in accordance with Sections 11.47 through 11.56 of the Los Angeles Administrative Code.

PSC-20. INDEMNIFICATION

Except for the active negligence or willful misconduct of the **CITY**, or any of its Boards, Officers, Agents, Employees, Assigns and Successors in Interest, **CONTRACTOR** undertakes and agrees to defend, indemnify and hold harmless the **CITY** and any of its Boards, Officers, Agents, Employees, Assigns, and Successors in Interest from and against all suits 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 the **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 the negligent acts, errors, omissions or willful misconduct incident to the performance of this Contract by **CONTRACTOR** or its subcontractors of any tier. Rights and remedies available to the **CITY** under this provision are cumulative of those provided for elsewhere in this Contract and those allowed under the laws of the United States, the State of California, and the **CITY**. The provisions of PSC-20 shall survive expiration or termination of this Contract.

PSC-21. INTELLECTUAL PROPERTY INDEMNIFICATION

CONTRACTOR, at its own expense, undertakes and agrees to defend, indemnify, and hold harmless the **CITY**, and any of its Boards, Officers, Agents, Employees, Assigns,

and Successors in Interest from and against all suits 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 the **CITY**, including but not limited to, costs of experts and consultants), damages or liability of any nature whatsoever 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 right (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 of any tier, in performing the work under this Contract; or (2) as a result of the **CITY'S** actual or intended use of any Work Product furnished by **CONTRACTOR**, or its subcontractors of any tier, under the Agreement. Rights and remedies available to the **CITY** under this provision are cumulative of those

provided for elsewhere in this Contract and those allowed under the laws of the United States, the State of California, and the **CITY**. The provisions of PSC-21 shall survive expiration of termination of this Contract.

PSC-22. 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 part's intellectual property rights, including, without limitation, patents, copyrights, trademarks, trade secrets, rights of publicity and proprietary information.

PSC-23. OWNERSHIP AND LICENSE

Unless otherwise provided for herein, all Work Products originated and prepared by **CONTRACTOR** or its subcontractors of any tier under this Contract shall be and remain the exclusive property of the **CITY** for its use in any manner it deems appropriate. Work Products are all works, tangible or not, created under this Contract including, without limitation, documents, material, data, reports, manuals, specifications, artwork, drawings, sketches, 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. **CONTRACTOR** hereby assigns, and agrees to assign, all goodwill, copyright, trademark, patent, trade secret and all other intellectual property rights worldwide in any Work Products originated and prepared by **CONTRACTOR** under this Contract. **CONTRACTOR** further agrees to execute any documents necessary for the **CITY** to perfect, memorialize, or record the **CITY'S** ownership of rights provided herein.

For all Work Products delivered to the **CITY** that are not originated or prepared by **CONTRACTOR** or its subcontractors of any tier under this Contract, **CONTRACTOR** hereby grants 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 the **CITY**.

Any subcontract entered into by **CONTRACTOR** relating to this Contract, to the extent allowed hereunder, shall include a like provision for work to be performed under this Contract to contractually bind or otherwise oblige its subcontractors performing work under this Contract such that the **CITY'S** ownership and license rights of all Work Products are preserved and protected as intended herein. Failure of **CONTRACTOR** to comply with this requirement or to obtain the compliance of its subcontractors with such obligations shall subject **CONTRACTOR** to the imposition of any and all sanctions allowed by law, including but not limited to termination of **CONTRACTOR'S** contract with the **CITY**.

PSC-24. INSURANCE

During the term of this Contract and without limiting **CONTRACTOR'S** indemnification of the **CITY**, **CONTRACTOR** shall provide and maintain at its own expense a program of insurance having the coverages and limits customarily carried and actually arranged by **CONTRACTOR**, but not less than the amounts and types listed on the Required Insurance and Minimum Limits sheet (Form General 146 in Exhibit 1 hereto), covering its operations hereunder. Such insurance shall conform to **CITY** requirements established by Charter, ordinance or policy, shall comply with the Insurance Contractual Requirements (Form General 133 in Exhibit 1 hereto) and shall 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-25. DISCOUNT TERMS

CONTRACTOR agrees to offer the **CITY** any discount terms that are offered to its best customers for the goods and services to be provided hereunder and apply such discount to payments made under this Contract which meet the discount terms.

PSC-26. 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-27. NON-DISCRIMINATION

Unless otherwise exempt, this Contract is subject to the non-discrimination provisions in Sections 10.8 through 10.8.2 of the Los Angeles Administrative Code, as amended from time to time. The **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 the **CITY**. In performing this Contract, **CONTRACTOR** shall not

discriminate in its employment practices against any employee or applicant for employment because of such person's race, religion, national origin, ancestry, sex, sexual orientation, age, disability, domestic partner status, marital status or medical condition. Any subcontract entered into by **CONTRACTOR**, to the extent allowed hereunder, shall include a like provision for work to be performed under this Contract.

Failure of **CONTRACTOR** to comply with this requirement or to obtain the compliance of its subcontractors with such obligations shall subject **CONTRACTOR** to the imposition of any and all sanctions allowed by law, including but not limited to termination of **CONTRACTOR'S** contract with the **CITY**.

PSC-28. EQUAL EMPLOYMENT PRACTICES

Unless otherwise exempt, this Contract is subject to the equal employment practices provisions in Section 10.8.3 of the Los Angeles Administrative Code, as amended from time to time.

- A. During the performance of this Contract, **CONTRACTOR** agrees and represents that it will provide equal employment practices and **CONTRACTOR** and each subcontractor hereunder will ensure that in his or her employment practices persons are employed and employees are treated equally and without regard to or because of race, religion, ancestry, national origin, sex, sexual orientation, age disability, marital status or medical condition.
 - 1. This provision applies to work or service performed or materials manufactured or assembled in the United States.
 - 2. Nothing in this section shall require or prohibit the establishment of new classifications of employees in any given craft, work or service category.
 - 3. **CONTRACTOR** agrees to post a copy of Paragraph A hereof in conspicuous places at its place of business available to employees and applicants for employment.
- B. **CONTRACTOR** will, in all solicitations or advertisements for employees placed by or on behalf of **CONTRACTOR**, state that all qualified applicants will receive consideration for employment without regard to their race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status or medical condition.
- C. As part of the **CITY'S** supplier registration process, and/or at the request of the awarding authority, or the Board of Public Works, Office of Contract Compliance, **CONTRACTOR** shall certify in the specified format that he or she has not discriminated in the performance of **CITY** contracts against any employee or applicant for employment on the basis or because of

race, religion, national origin, ancestry, sex, sexual orientation, age, disability, marital status or medical condition.

- D. **CONTRACTOR** shall permit access to and may be required to provide certified copies of all of his or her records pertaining to employment and to employment practices by the awarding authority or the Office of Contract Compliance for the purpose of investigation to ascertain compliance with the Equal Employment Practices provisions of CITY contracts. On their or either of their request **CONTRACTOR** shall provide evidence that he or she has or will comply therewith.
- E. The failure of any **CONTRACTOR** to comply with the Equal Employment Practices provisions of this Contract may be deemed to be a material breach of CITY contracts. Such failure shall only be established upon a finding to that effect by the awarding authority, on the basis of its own investigation or that the Board of Public Works, Office of Contract Compliance. No such finding shall be made or penalties assessed except upon a full and fair hearing after notice and an opportunity to be heard has been given to **CONTRACTOR**.
- F. Upon a finding duly made that **CONTRACTOR** has failed to comply with the Equal Employment Practices provisions of a **CITY** contract, the contract may be forthwith canceled, terminated or suspended, in whole or in part, by the awarding authority, and all monies due or to become due hereunder may be forwarded to and retained by the **CITY**. In addition thereto, such failure to comply may be the basis for a determination by the awarding authority or the Board of Public Works that the **CONTRACTOR** is an irresponsible bidder or proposer pursuant to the provisions of Section 371 of the Charter of the City of Los Angeles. In the event of such a determination, **CONTRACTOR** shall be disqualified from being awarded a contract with the **CITY** for a period of two years, or until **CONTRACTOR** shall establish and carry out a program in conformance with the provisions hereof.
- G. Notwithstanding any other provision of this Contract, the **CITY** shall have any and all other remedies at law or in equity for any breach hereof.
- H. Intentionally blank.
- I. Nothing contained in this Contract shall be construed in any manner so as to require or permit any act which is prohibited by law.
- J. At the time a supplier registers to do business with the **CITY**, or when an individual bid or proposal is submitted, **CONTRACTOR** shall agree to adhere to the Equal Employment Practices specified herein during the performance or conduct of **CITY** Contracts.

- K. Equal Employment Practices shall, without limitation as to the subject or nature of employment activity, be concerned with such employment practices as:
 - 1. Hiring practices;
 - 2. Apprenticeships where such approved programs are functioning, and other on-the-job training for non-apprenticeable occupations;
 - 3. Training and promotional opportunities;
 - 4. Reasonable accommodations for persons with disabilities.
- L. Any subcontract entered into by **CONTRACTOR** to the extent allowed hereunder, shall include a like provision for work to be performed under this Contract. Failure of **CONTRACTOR** to comply with this requirement or to obtain the compliance of its subcontractors with all such obligations shall subject **CONTRACTOR** to the imposition of any and all sanctions allowed by law, including but not limited to termination of the **CONTRACTOR** Contract with the **CITY**.

PSC-29. AFFIRMATIVE ACTION PROGRAM

Unless otherwise exempt, this Contract is subject to the affirmative action program provisions in Section 10.8.4 of the Los Angeles Administrative Code, as amended from time to time.

- A. During the performance of a **CITY** contract, **CONTRACTOR** certifies and represents that **CONTRACTOR** and each subcontractor hereunder will adhere to an affirmative action program to ensure that in its employment practices, persons are employed and employees are treated equally and without regard to or because of race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status or medical condition.
 - 1. This provision applies to work or services performed or materials manufactured or assembled in the United States.
 - 2. Nothing in this section shall require or prohibit the establishment of new classifications of employees in any given craft, work or service category.
 - 3. **CONTRACTOR** shall post a copy of Paragraph A hereof in conspicuous places at its place of business available to employees and applicants for employment.
- B. **CONTRACTOR** will, in all solicitations or advertisements for employees placed by or on behalf of **CONTRACTOR**, state that all qualified applicants will receive consideration for employment without regard to

their race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status or medical condition.

- C. As part of the CITY'S supplier registration process, and/or at the request of the awarding authority or the Office of Contract Compliance, **CONTRACTOR** shall certify on an electronic or hard copy form to be supplied, that **CONTRACTOR** has not discriminated in the performance of **CITY** contracts against any employee or applicant for employment on the basis or because of race, religion, ancestry, national origin, sex, sexual orientation, age disability, marital status or medical condition.
- D. **CONTRACTOR** shall permit access to and may be required to provide certified copies of all of its records pertaining to employment and to its employment practices by the awarding authority or the Office of Contract Compliance, for the purpose of investigation to ascertain compliance with the Affirmative Action Program provision of **CITY** contracts, and on their or either of their request to provide evidence that it has or will comply therewith.
- E. The failure of any **CONTRACTOR** to comply with the Affirmative Action Program provisions of **CITY** contracts may be deemed to be a material breach of contract. Such failure shall only be established upon a finding to that effect by the awarding authority, on the basis of its own investigation or that of the Board of Public Works, Office of Contract Compliance. No such finding shall be made except upon a full and fair hearing after notice and an opportunity to be heard has been given to **CONTRACTOR**.
- F. Upon a finding duly made that **CONTRACTOR** has breached the Affirmative Action Program provisions of a **CITY** contract, the contract may be forthwith cancelled, terminated or suspended, in whole or in part, by the awarding authority, and all monies due or to become due hereunder may be forwarded to and retained by the **CITY**. In addition thereto, such breach may be the basis for a determination by the awarding authority or the Board of Public Works that the said **CONTRACTOR** is an irresponsible bidder or proposer pursuant to the provisions of Section 371 of the Los Angeles City Charter. In the event of such determination, such **CONTRACTOR** shall be disqualified from being awarded a contract with the **CITY** for a period of two years, or until he or she shall establish and carry out a program in conformance with the provisions hereof.
- G. In the event of a finding by the Fair Employment and Housing Commission of the State of California, or the Board of Public Works of the City of Los Angeles, or any court of competent jurisdiction, that **CONTRACTOR** has been guilty of a willful violation of the California Fair Employment and Housing Act, or the Affirmative Action Program provisions of a **CITY** contract, there may be deducted from the amount payable to **CONTRACTOR** by the **CITY** under the contract, a penalty of ten dollars

(\$10.00) for each person for each calendar day on which such person was discriminated against in violation of the provisions of a **CITY** contract.

- H. Notwithstanding any other provisions of a **CITY** contract, the **CITY** shall have any and all other remedies at law or in equity for any breach hereof.
- I. Intentionally blank.
- J. Nothing contained in **CITY** contracts shall be construed in any manner so as to require or permit any act which is prohibited by law.
- K. **CONTRACTOR** shall submit an Affirmative Action Plan which shall meet the requirements of this chapter at the time it submits its bid or proposal or at the time it registers to do business with the **CITY**. The plan shall be subject to approval by the Office of Contract Compliance prior to award of the contract. The awarding authority may also require contractors and suppliers to take part in a pre-registration, pre-bid, pre-proposal, or pre-award conference in order to develop, improve or implement a qualifying Affirmative Action Plan. Affirmative Action Programs developed pursuant to this section shall be effective for a period of twelve months from the date of approval by the Office of Contract Compliance. In case of prior submission of a plan, **CONTRACTOR** may submit documentation that it has an Affirmative Action Plan approved by the Office of Contract Compliance within the previous twelve months. If the approval is 30 days or less from expiration, **CONTRACTOR** must submit a new Plan to the Office of Contract Compliance and that Plan must be approved before the contract is awarded.
 - 1. Every contract of \$5,000 or more which may provide construction, demolition, renovation, conservation or major maintenance of any kind shall in addition comply with the requirements of Section 10.13 of the Los Angeles Administrative Code.
 - 2. **CONTRACTOR** may establish and adopt as its own Affirmative Action Plan, by affixing his or her signature thereto, an Affirmative Action Plan prepared and furnished by the Office of Contract Compliance, or it may prepare and submit its own Plan for Approval.
- L. The Office of Contract Compliance shall annually supply the awarding authorities of the **CITY** with a list of contractors and suppliers who have developed Affirmative Action Programs. For each contractor and supplier the Office of Contract Compliance shall state the date the approval expires. The Office of Contract Compliance shall not withdraw its approval for any Affirmative Action Plan or change the Affirmative Action Plan after the date of contract award for the entire contract term without the mutual agreement of the awarding authority and **CONTRACTOR**.

- M. The Affirmative Action Plan required to be submitted hereunder and the pre-registration, pre-bid, pre-proposal or pre-award conference which may be required by the Board of Public Works, Office of Contract Compliance or the awarding authority shall, without limitation as to the subject or nature of employment activity, be concerned with such employment practices as:
1. Apprenticeship where approved programs are functioning, and other on-the-job training for non-apprenticeable occupations;
 2. Classroom preparation for the job when not apprenticeable;
 3. Pre-apprenticeship education and preparation;
 4. Upgrading training and opportunities;
 5. Encouraging the use of contractors, subcontractors and suppliers of all racial and ethnic groups, provided, however, that any contract subject to this ordinance shall require the contractor, subcontractor or supplier to provide not less than the prevailing wage, working conditions and practices generally observed in private industries in the contractor's, subcontractor's or supplier's geographical area for such work;
 6. The entry of qualified women, minority and all other journeymen into the industry; and
 7. The provision of needed supplies or job conditions to permit persons with disabilities to be employed, and minimize the impact of any disability.
- N. Any adjustments which may be made in the contractor's or supplier's workforce to achieve the requirements of the **CITY'S** Affirmative Action Contract Compliance Program in purchasing and construction shall be accomplished by either an increase in the size of the workforce or replacement of those employees who leave the workforce by reason of resignation, retirement or death and not by termination, layoff, demotion or change in grade.
- O. Affirmative Action Agreements resulting from the proposed Affirmative Action Plan or the pre-registration, pre-bid, pre-proposal or pre-award conferences shall not be confidential and may be publicized by the contractor at his or her discretion. Approved Affirmative Action Agreements become the property of the **CITY** and may be used at the discretion of the **CITY** in its Contract Compliance Affirmative Action Program.
- P. Intentionally blank.

- Q. All contractors subject to the provisions of this section shall include a like provision in all subcontract awarded for work to be performed under the contract with the CITY and shall impose the same obligations, including but not limited to filing and reporting obligations, on the subcontractors as are applicable to the contractor. Failure of the contractor to comply with this requirement or to obtain the compliance of its subcontractors with all such obligations shall subject the contractor to the imposition of any and all sanctions allowed by law, including but not limited to termination of the contractor's contract with the CITY.

PSC-30. CHILD SUPPORT ASSIGNMENT ORDERS

This Contract is subject to the Child Support Assignment Orders Ordinance, Section 10.10 of the Los Angeles Administrative Code, as amended from time to time. Pursuant to the Child Support Assignment Orders Ordinance, **CONTRACTOR** will fully comply with all applicable State and Federal employment reporting requirements for **CONTRACTOR'S** employees. **CONTRACTOR** shall also certify (1) that the Principal Owner(s) of **CONTRACTOR** are in compliance with any Wage and Earnings Assignment Orders and Notices of Assignment applicable to them personally; (2) that **CONTRACTOR** will fully comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment in accordance with Section 5230, *et seq.* of the California Family Code; and (3) that **CONTRACTOR** will maintain such compliance throughout the term of this Contract.

Pursuant to Section 10.10(b) of the Los Angeles Administrative Code, the failure of **CONTRACTOR** to comply with all applicable report requirements or to implement lawfully served Wage and Earnings Assignment Orders or Notices of Assignment, or the failure of any Principal Owner(s) of **CONTRACTOR** to comply with any Wage and Earnings Assignment Orders or Notices of Assignment applicable to them personally, shall constitute a default by the **CONTRACTOR** under this Contract, subjecting this Contract to termination if such default shall continue for more than ninety (90) days after notice of such default to **CONTRACTOR** by the **CITY**.

Any subcontract entered into by **CONTRACTOR**, to the extent allowed hereunder, shall include a like provision for work to be performed under this Contract. Failure of **CONTRACTOR** to obtain compliance of its subcontractors shall constitute a default by **CONTRACTOR** under this Contract, subjecting this Contract to termination where such default shall continue for more than ninety (90) days after notice of such default to **CONTRACTOR** by the **CITY**.

CONTRACTOR certifies that, to the best of its knowledge, it is fully complying with the Earnings Assignment Orders of all employees, and it providing the names of all new employees to the New Hire Registry maintained by the Employment Development Department as set forth in Section 7110(b) of the California Public Contract Code.

PSC-31. LIVING WAGE ORDINANCE AND SERVICE CONTRACTOR WORKER RETENTION ORDINANCE

- A. Unless otherwise exempt, this Contract is subject to the applicable provisions of the Living Wage Ordinance (LWO), Section 10.37 et seq. of the Los Angeles Administrative Code, as amended from time to time, and the Service Contractor Worker Retention Ordinance (SCWRO), Section 10.36 et seq., of the Los Angeles Administrative Code, as amended from time to time. These Ordinances require the following:
1. **CONTRACTOR** assures payment of a minimum initial wage rate to employees as defined in the LWO and as may be adjusted each July 1 and provision of compensated and uncompensated days off and health benefits, as defined in the LWO.
 2. **CONTRACTOR** further pledges that it will comply with federal law proscribing retaliation for union organizing and will not retaliate for activities related to the LWO. **CONTRACTOR** shall require each of its subcontractors within the meaning of the LWO to pledge to comply with the terms of federal law proscribing retaliation for union organizing. **CONTRACTOR** shall deliver the executed pledges from each such subcontractor to the **CITY** within ninety (90) days of the execution of the subcontract. **CONTRACTOR'S** delivery of executed pledges from each such subcontractor shall fully discharge the obligation of **CONTRACTOR** with respect to such pledges and fully discharge the obligation of **CONTRACTOR** to comply with the provision in the LWO contained in Section 10.37.6(c) concerning compliance with such federal law.
 3. **CONTRACTOR**, whether an employer, as defined in the LWO, or any other person employing individuals, shall not discharge, reduce in compensation, or otherwise discriminate against any employee for complaining to the **CITY** with regard to the employer's compliance or anticipated compliance with the LWO, for opposing any practice proscribed by the LWO, for participating in proceedings related to the LWO, for seeking to enforce his or her rights under the LWO by any lawful means, or otherwise asserting rights under the LWO. **CONTRACTOR** shall post the Notice of Prohibition Against Retaliation provided by the **CITY**.
 4. Any subcontract entered into by **CONTRACTOR** relating to this Contract, to the extent allowed hereunder, shall be subject to the provisions of PSC-31 and shall incorporate the provisions of the LWO and the SCWRO.

5. **CONTRACTOR** shall comply with all rules, regulations and policies promulgated by the **CITY'S** Designated Administrative Agency which may be amended from time to time.

- B. Under the provisions of Sections 10.36.3(c) and 10.37.6(c) of the Los Angeles Administrative Code, the **CITY** shall have the authority, under pursue legal remedies that may be available if the **CITY** determines that the subject **CONTRACTOR** has violated provisions of either the LWO or the SCWRO, or both.

- C. Where under the LWO Section 10.37.6(d), the **CITY'S** Designated Administrative Agency has determined (a) that **CONTRACTOR** is in violation of the LWO in having failed to pay some or all of the living wage, and (b) that such violation has gone uncured, the **CITY** in such circumstances may impound monies otherwise due **CONTRACTOR** in accordance with the following procedures. Impoundment shall mean that from monies due **CONTRACTOR**, **CITY** may deduct the amount determined to be due and owing by **CONTRACTOR** to its employees. Such monies shall be placed in the holding account referred to in LWO Section 10.37.5(d)(3) and disposed of under procedures described therein through final and binding arbitration. Whether **CONTRACTOR** is to continue work following an impoundment shall remain in the sole discretion of the **CITY**. **CONTRACTOR** may not elect to discontinue work either because there has been an impoundment or because of the ultimate disposition of the impoundment by the arbitrator.

- D. **CONTRACTOR** shall inform employees making less than Twelve Dollars (\$12.00) per hour of their possible right to the federal Earned Income Credit (EIC). **CONTRACTOR** shall also make available to employees the forms informing them about the EIC and forms required to secure advance EIC payments from **CONTRACTOR**.

PSC-32. AMERICANS WITH DISABILITIES ACT

CONTRACTOR hereby certifies that it will comply with the Americans with Disabilities Act, 42 U.S.C. §§ 12101 *et seq.*, and its implementing regulations. **CONTRACTOR** will provide reasonable accommodations to allow qualified individuals with disabilities to have access to and to participate in its programs, services and activities in accordance with the provisions of the Americans with Disabilities Act. **CONTRACTOR** will not discriminate against persons with disabilities nor against persons due to their relationship to or association with a person with a disability. Any subcontract entered into by **CONTRACTOR**, relating to the Contract, to the extent allowed hereunder, shall be subject to the provisions of this paragraph.

PSC-33. CONTRACTOR RESPONSIBILITY ORDINANCE

Unless otherwise exempt, this Contract is subject to the provisions of the Contractor Responsibility Ordinance, Section 10.40 *et seq.*, of the Los Angeles Administrative Code, as amended from time to time, which requires **CONTRACTOR** to update its responses to the responsibility questionnaire within thirty calendar days after any change to the responses previously provided if such change would affect **CONTRACTOR'S** fitness and ability to continue performing this Contract.

In accordance with the provisions of the Contractor Responsibility Ordinance, by signing this Contract, **CONTRACTOR** pledges under penalty of perjury, to comply with all applicable federal, state and local laws in the performance of this contract, including but not limited to, laws regarding health and safety, labor and employment, wages and hours, and licensing laws which affect employees. **CONTRACTOR** further agrees to: (1) notify the **CITY** within thirty calendar days after receiving notification that any government agency has initiated an investigation which may result in a finding that **CONTRACTOR** is not in compliance with all applicable federal, state and local laws in performance of this Contract; (2) notify the **CITY** within thirty calendar days of all findings by a government agency or court of competent jurisdiction that **CONTRACTOR** has violated the provisions of Section 10.40.3(a) of the Contractor Responsibility Ordinance; (3) unless exempt, ensure that its subcontractor(s), as defined in the Contractor Responsibility Ordinance, submit a Pledge of Compliance to the **CITY**; and (4) unless exempt, ensure that its subcontractor(s), as defined in the Contractor Responsibility Ordinance, comply with the requirements of the Pledge of Compliance and the requirement to notify the **CITY** within thirty calendar days after any government agency or court of competent jurisdiction has initiated an investigation or has found that the subcontractor has violated Section 10.40.3(a) of the Contractor Responsibility Ordinance in performance of the subcontract.

PSC-34. MINORITY, WOMEN, AND OTHER BUSINESS ENTERPRISE OUTREACH PROGRAM

CONTRACTOR agrees and obligates itself to utilize the services of Minority, Women and Other Business Enterprise firms on a level so designated in its proposal, if any. **CONTRACTOR** certifies that it has complied with Mayoral Directive 2001-26 regarding the Outreach Program for Personal Services Contracts Greater than \$100,000, if applicable. **CONTRACTOR** shall not change any of these designated subcontractors, nor shall **CONTRACTOR** reduce their level of effort, without prior written approval of the **CITY**, provided that such approval shall not be unreasonably withheld.

PSC-35. EQUAL BENEFITS ORDINANCE

Unless otherwise exempt, this Contract is subject to the provisions of the Equal Benefits Ordinance (EBO), Section 10.8.2.1 of the Los Angeles Administrative Code, as amended from time to time.

- A. During the performance of the Contract, **CONTRACTOR** certifies and represents that **CONTRACTOR** will comply with the EBO.
- B. The failure of **CONTRACTOR** to comply with the EBO will be deemed to be a material breach of this Contract by the **CITY**.
- C. If **CONTRACTOR** fails to comply with the EBO the **CITY** may cancel, terminate or suspend this Contract, in whole or in part, and all monies due or to become due under this Contract may be retained by the **CITY**. The **CITY** may also pursue any and all other remedies at law or in equity for any breach.
- D. Failure to comply with the EBO may be used as evidence against **CONTRACTOR** in actions taken pursuant to the provisions of Los Angeles Administrative Code Section 10.40 *et seq.*, Contractor Responsibility Ordinance.
- E. If the **CITY'S** Designated Administrative Agency determines that a **CONTRACTOR** has set up or used its contracting entity for the purpose of evading the intent of the EBO, the **CITY** may terminate the Contract. Violation of this provision may be used as evidence against **CONTRACTOR** in actions taken pursuant to the provisions of Los Angeles Administrative Code Section 10.40 *et seq.*, Contractor Responsibility Ordinance.

CONTRACTOR shall post the following statement in conspicuous places at its place of business available to employees and applicants for employment:

“During the performance of a Contract with the City of Los Angeles, the Contractor will provide equal benefits to its employees with spouses and its employees with domestic partners. Additional information about the City of Los Angeles’ Equal Benefits Ordinance may be obtained from the Department of Public Works, Office of Contract Compliance at (213) 847-1922.”

PSC-36. SLAVERY DISCLOSURE ORDINANCE

Unless otherwise exempt, this Contract is subject to the Slavery Disclosure Ordinance, Section 10.41 of the Los Angeles Administrative Code, as amended from time to time. **CONTRACTOR** certifies that it has complied with the applicable provisions of the Slavery Disclosure Ordinance. Failure to fully and accurately complete the affidavit may result in termination of this Contract.

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 Interest 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 the 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-4, to the extent that any other section or provision conflicts with or impairs the provisions of this Section.

**Exhibit 1 (Continued)
Required Insurance and Minimum Limits**

Name: U.S. Metro Group, Inc. Date: December 2016

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.

	<i>Limits</i>
<input checked="" type="checkbox"/> Workers' Compensation – Workers' Compensation (WC) and Employer's Liability (EL)	WC <u>Statutory</u> EL <u>\$1,000,000</u>
<input checked="" type="checkbox"/> Waiver of Subrogation in favor of City <input type="checkbox"/> Longshore & Harbor Workers <input type="checkbox"/> Jones Act	
<input checked="" type="checkbox"/> General Liability	<u>\$5,000,000</u>
<input checked="" type="checkbox"/> Products/Completed Operations <input type="checkbox"/> Sexual Misconduct _____ <input type="checkbox"/> Fire Legal Liability _____ <input type="checkbox"/> _____	
<input checked="" type="checkbox"/> Automobile Liability (for any and all vehicles used for this contract, other than commuting to/from work)	<u>\$2,000,000</u>
<input type="checkbox"/> Professional Liability (Errors and Omissions)	_____
<input type="checkbox"/> Property Insurance (to cover replacement cost of building – as determined by insurance company)	_____
<input type="checkbox"/> All Risk Coverage <input type="checkbox"/> Boiler and Machinery <input type="checkbox"/> Flood _____ <input type="checkbox"/> Builder's Risk <input type="checkbox"/> Earthquake _____ <input type="checkbox"/> _____	
<input type="checkbox"/> Pollution Liability	_____
<input type="checkbox"/> Surety Bond – Performance and Payment (Labor and Materials) Bonds	<u>100 % of Contract Price</u>
<input type="checkbox"/> Crime Insurance	_____

Other: _____

ATTACHMENT B

STATEMENT OF WORK

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STATEMENT OF WORK

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:

1.1 Contractors' Responsibilities

The Contractor shall be responsible for the complete performance of all of the statement of work herein. The Contractor, at its own expense, shall provide and furnish all labor, equipment, vehicles, bicycles, protective equipment, guard tour management systems and supplies for the assigned Security Officers 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 called for in the contract. The City reserves the right to interview all officers prior to being assigned to the contract, and to accept or reject them. The Contractor shall provide patrol services, on foot, bicycle, or in a vehicle, as required. The Contractor shall also ensure any and all required permits and/or licenses are maintained up to date at all times. All charges, taxes, fees and costs shall be deemed to be included in the fees for the work under this Contract.

1.2 Duties and Performance

Security officers and supervisors shall possess basic writing skills and computer knowledge for note taking and completing report forms, be capable of communicating with the public and City employees, and have the ability to work independently and accept responsibility.

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

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

Security officers and supervisors shall maintain a working knowledge of assigned sites and follow procedures for each site 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 only authorized personnel are permitted access to closed or restricted facilities.

Security Officers and supervisors shall be in uniform and remain alert, engaged, observant, and responsive at all times.

Security Officers shall not leave their assigned Post until properly relieved. Should the relief officer be delayed or absent to an assigned Post, the Contractor shall ensure there is a security presence at all times.

Security officers shall be punctual and report to their assigned Post on time. Officers reporting to cold start¹ 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 officer from the site for continued occurrences.

Security officers shall check in to their GTMS tour location at the specified interval per the Post orders. The Contractor will be warned when a security officer 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 officer from the location.

The Contractor's Field Supervisor shall:

- a) Respond to on site emergencies or requests for assistance
- b) Observe officers' work performance and correct any deviations from acceptable practice or procedures
- c) Update Post orders and explain new procedures to officers
- 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) 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 officers

1.3 Supervision

Security officers shall be sufficiently supervised by Contractor's supervisory staff. 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

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

will be warned in the event of a missed site visit. After 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.

Contractor 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.

1.4 Absences

When the contractor becomes aware that a security officer 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 officers 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 officer 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 may remove the officer upon continued occurrences.

2.0 Reports

The follow reports will be required for submission by the Contractor throughout the term of this contract

Incident Reports. An Incident report is a fundamental tool utilized by security officers to document notable events that occur including 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 a copy forwarded to the Contract Security Liaison Unit immediately, but no later than 24-hours after the incident.

- Homicides
- VIP arrest, death, or victim of a crime
- Any consular involved situation
- "K" traffic collisions (hit and run/fatality involved)
- Major Vehicle Pursuits
- Major Crimes/Hate Crimes/Hate Incidents/Gang Involvement
- Any Shooting
- Kidnapping
- Conflict with Religious Group(s)

- Attacks or Threats against Public Officials
- Sexual Assault
- Labor Conflict
- Burglary
- Hostage Situation
- Controversial/Politically Sensitive Incidents
- Missing/Found Child
- Adult Critical Missing
- Barricaded Suspect
- Explosive Device
- Unusual Occurrences (major fire, civil disturbance, aircraft incidents, chemical spills, natural disaster, significant hazmat, etc.)
- Incidents causing significant media attention
- Any death, severe injury or hospitalization of an on duty contract security officer
- Officer-involved shootings
- 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

Act of Force Incident. Whenever a private contract security officer assigned to a City facility has been involved in an act of force during the course of his/her duties shall make immediate notification to the Security Services Division Watch Commander. The Contract Security Officer's report shall be submitted to the Contract Security Liaison Unit immediately no later than 24-hours after the incident.

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

Unarmed Security Officer: The minimum requirements for this position include one-year experience as a security guard and possess a valid guard card.

Unarmed Security Officer (PC-832 Qualified): The minimum requirements for this position include one-year experience as a security guard and successful completion of a 40-hour PC-832 Course as outlined in CA POST Regulations.

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

Armed Security Officer (PC-832 Course Qualified): The minimum requirements for this position include one-year experience as an armed security guard and successful completion of a 64-hour PC-832 Course outlined in CA POST Regulations.

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

Professional Security Officer: 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.

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

Field Supervisor: The minimum requirements for this position include one-year 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 Officers).
- 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.

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) proper renewal unless the renewal has been initiated and is pending issuance, for which a reasonable amount of time will be allowed.

3.3 Physical Examination

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

3.4 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 officer 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.

a) Security Officers, 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)

b) Verification for above violations, military conduct, and crime will be done through California Department of Justice, DMV, and/or FBI.

3.5 Terminated Security Officers

Contractor shall not assign any Security Officer, Field Supervisor, Post Commander or personnel who have been terminated by the City on any City Contract, or any terminated Officer from any non-City Contract (within the past five years) to provide services under this Agreement.

3.6 Personnel Levels

The Contractor shall have the capability to provide the number of security officers

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 officers 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.

3.7 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.

3.8 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.

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, officer 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 Training Record

The Contractor shall maintain a training record for each Security Officer 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 and shined, and shall be replaced when it is cracked or worn out.

5.1 Personal Appearance

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

Males

- a) Hair shall be properly trimmed and shall not extend below the top of the shirt collar nor cover any portion of the ear.
- 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. The sideburn 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; otherwise personnel shall be clean shaven.

Females

- a) Hair shall not extend below the bottom edge of the collar nor interfere with vision in anyway.
- b) Fingernails shall not extend more than one inch from the tip of the finger or interfere in any way with performance. Fingernail polish shall be a conservative shade without decals or ornamentation and shall not detract from uniform appearance.

6.0 Uniforms, Equipment, and Supplies

The contractor shall provide each security officer 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, officer 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 officers wear complete uniforms and equipment approved by the Contract Administrator, and shall carry on their possession a contractor-issued company identification card. The Contractor's Security Officers 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 Officers may be required to 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.
- Trouser Belt (worn under the Sam Browne)
- Socks
- Cap (optional)
- Rain gear (as needed)
- Shoes (solid black, leather, military type)

6.2 Equipment

The following equipment is authorized for use by Contract Security Officers (Armed/Unarmed where appropriate) while on duty and at City facilities.

6.3 Sam Browne Utility Belt

The items named in this section shall be worn at all times with the Sam Browne Utility Belt:

- 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)

6.4 Firearms and Ammunition

If requested and permitted to carry a firearm while performing security duties, Armed Security Officers are authorized to carry any weapons in which they have been certified by Bureau of Security and Investigative Services (BSIS and on their current and valid Firearms card. Armed Security Officers 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 Officers:

- .38 cal., Speer Gold Dot, 38 Special +P, 135 gr., GDHP, 53921
- 9 mm cal., Winchester, Ranger, 147 gr. SXT, RA9T
- .40 S&W cal., Winchester, Ranger, 180 gr. SXT, RA4OT

Armed Security Officers shall carry two (2) fully loaded speedy loaders or two (2) full loaded magazines specifically made for the weapons 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. The Contract Administrator may approve other ammunition.

6.4.1 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 Officers 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 Browne utility belts, firearms, batons or ammunition to be removed by the Security Officer 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 or intimidation, but are to be used in a life threatening or restraint situation only.
- d) Firearms are not to be removed from the Security Officers holster or cleaned at any City facility at any time, except in a life threatening or restraint situation

or when being inspected by the Contract Administrator, Contract Security Liaison, LAPD Officer, or other Law Enforcement Agency in California or an emergency exists.

- e) Any discharge of a firearm must be reported immediately to the Security Services Division on-duty Watch Commander and Contract Security Liaison for investigation.
- f) Loss, theft or misuse of any equipment must be reported immediately to the Security Services Division on-duty Watch Commander and Contract Security Liaison.
- g) Security Officers shall not clean any weapon during work assignment in or on City facility/site locations.
- h) Unauthorized weapons, holsters, ammunition nor any other uniforms or equipment are expressly prohibited.

6.5 Radios/Cellular Telephones

The Contractor shall furnish each Security Officer 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.

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.

6.7 Bicycle Patrol

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

7.0 Web Portal

A web portal system is to be established no later than 30 days following the execution of this contract. The web portal system shall be updated and maintained and must contain any information requested by the contract administrator. The system should be available in real-time and directly accessible by authorized personnel as requested by the Contract Administrator.

8.0 Guard Tour Management System

The Contractor shall provide a Guard Tour Management System (GTMS) 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 Officer, 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 officers. Field Supervisors are required to sign-in and sign-out in the GTMS and the Field Supervisors logs when performing sites visits.

REVISED AND MOVED TO SECTION 1.2 PERFORMANCE

9.0 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 officers 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 Attachment C, for work approved and authorized by the Contract Administrator.

9.1 Emergency/Urgent Services Personnel Requirements

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

9.2 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.

10.0 General Contract Requirements

10.1 Schedule and Work

All work under this agreement shall be performed in all respects in strict compliance with the specified requirements of the Post Orders and the Contract. The Contract Administrator has the right to obtain, from the Contractor, any security officers' schedules, Post Orders, and facility procedures upon demand for any assigned facility.

10.2 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.

10.3 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.

10.4 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.

10.6 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.

10.5 Holidays

The City shall have the right to request security coverage on and during all holidays observed by the City. City Holidays are as follows:

New Year's Day	January 1
Dr. Martin 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
Columbus Day	Second Monday in October
Veteran's Day	November 11
Thanksgiving	Fourth Thursday and Friday in November
Christmas Day	December 25

10.6 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 the responses exceeding the stated time limits.

10.7 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.

10.8 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.

10.9 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.

10.10 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.

10.11 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.

10.12 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.

11.0 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) that are payable by **LAPD/SECSD** 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.

11.1 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.

11.2 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 Officers providing services

Those invoices not acceptable will be returned to the Contractor for correction and re-submittal. The Contractor has three (3) business days to submit requested adjustments.

11.3 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, ten million dollars (\$10,000,000) annually.

11.4 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 the said amount. Said amount shall be deducted from City's payment to contractor.

12.0 City's Responsibilities

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

- a) Authority and Duties of Contract Administrator: The Commanding Officer, Security Services Division, LAPD 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.
- b) 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.

13.0 Complaints

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

13.1 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).

13.2 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.

13.3 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.

**EXHIBIT 1
PERFORMANCE REQUIREMENTS SUMMARY**

PERFORMANCE INDICATOR	TASKS	STANDARD	MONITORING METHOD and PENALTIES
SOW 1.1 Contractor's Responsibilities SOW 1.2 Duties and Performance SOW 4.0 Training	Instructs and trains guards on assignments	100% as required	Inspection, management reports, validated complaints, sampling
SOW 1.1 Contractor's Responsibilities SOW 3.2 Licenses and Permits	All required permits/licenses are obtained and current. Guard registration; CPR; Class "C" CDL or CA I.D., Social Security; and all certificates such as first aid, baton, and firearms qualification card (if applicable)	100% as required	Inspection, management reports, sampling
SOW 1.2 Duties and Performance	Follow site specific Post Orders	100% as required	Inspection, validated complaints, sampling
SOW 1.2 Duties and Performance	Ensure only authorized personnel are permitted access to closed or restricted facilities. Inspect identification and require persons to sign in and out of facilities (if applicable)	100% as required	Inspection, validated complaints, sampling
SOW 1.2 Duties and Performance	Punctuality/Report on time (Cold start)	+7 minutes of schedule, all shifts	Inspection, management reports, sampling. After warning, liquidated damages of \$100 for subsequent occurrences, removal of site or officer may occur upon continued occurrences.
SOW 1.2 Duties and Performance	Monitor camera systems as required	100% as required	Inspection, validated complaints, sampling
SOW 1.2 Duties and Performance	Alarms answered without delay	100% as required	Inspection, validated complaints, sampling
SOW 1.2 Duties and Performance	Daily Activity reports	100% as required	Inspection, sampling
SOW 1.2 Duties and Performance	Working knowledge of facility and Post orders	100% as required	Inspection, management reports, validated complaints, sampling
SOW 1.2 Duties and Performance	Report and/or correct hazardous conditions	100% as required	Inspection, management reports, validated complaints, sampling
SOW 1.2 Duties and Performance	Post orders updated within 3 days	100% as required	Inspection, management reports, sampling
SOW 1.2 Duties and Performance	Responds to incidents - provides back-up	100% as required	Inspection, management reports, validated complaints, sampling

SOW 1.2 Duties and Performance	Write Reports	100% as required	Inspection, management reports, validated complaints
SOW 1.2 Duties and Performance	Supervisors shall respond to on-site emergencies, provide support as necessary	100% as required	Inspection, validated complaints.
SOW 1.2 Duties and Performance (GTMS)	GTMS available at all times and accurately tracks reporting times, meal breaks, and patrol locations per Post Orders	100% as required	Inspection, validated complaints. After warning, liquidated damages of \$100 for subsequent occurrences, removal of site or officer upon continued occurrences.
SOW 1.3 Supervision	Conduct site inspections at least once per day per site	100% as required	Inspection, validated complaints, sampling. After warning, liquidated damages of \$100 for subsequent occurrences, removal of site or supervisor upon continued occurrences.
SOW 1.4 Absences	Ensures replacement guards and supervisors, guards held over until relieved	100% as required	Inspection, management reports, validated complaints, sampling. After warning, liquidated damages of \$100 for subsequent occurrences, removal of site or officer upon continued occurrences.
SOW 2.0 Reports	Reports received on time, as required	100% as required	Inspection, validated complaints
SOW 2.0 Reports	Major incidents and Act of Force reported immediately, all others no later than 24-hours after incident	100% as required	Inspection, validated complaints, sampling
SOW 2.0 Reports	Following an act of force, coordinate to review and discuss	Within 3 business days	Validated complaints. After warning, liquidated damages of \$100 for all subsequent occurrences.
SOW 3.0 Personnel	Professional and Courteous	100% as required	Inspection, validated complaints, sampling
SOW 3.6 Personnel Levels	Ensures sufficient approved personnel and assignment coverage	100% as required	Inspection, management reports
SOW 3.8 Personnel Packages	Maintain personnel files with required documents and make such files available for inspection.	100% as required	Inspection, sampling
SOW 5.0 Grooming SOW 6.1 Uniforms	Clean and professional appearance. Uniform, leather, and equipment clean	100% as required	Inspection, validated complaints, sampling

	and in good working order		
SOW 6.1 Uniforms	No uniform violations, officer not equipped with extra items or unnecessary displaying equipment	100% as required	Inspection, validated complaints, sampling
SOW 6.3 Sam Browne	Required items worn at all times	100% as required	Inspection, validated complaints
SOW 6.4 Firearms/Ammunition	No use of unauthorized weapons, holsters, or ammunition	100% as required	Inspection, validated complaints
SOW 6.4.1 Safety	No storage of weapon, baton, ammunition or Sam Browne belt	100% as required	Inspection, validated complaints, sampling
SOW 6.4.1 Safety	Firearms are not to be cleaned at City site	100% as required	Inspection, validated complaints, sampling
SOW 6.4.1 Safety	Report of loss, theft or misuse of any weapon, baton, Sam Browne belt or ammunition immediately	100% as required	Inspection, sampling
SOW 10.4 Changes, Additions, and Deletions	Confirmation of changes, additions, and deletions in the Schedule of Work	3 business days	Inspection, validated complaints, sampling. After warning, liquidated damages of \$100 for all subsequent occurrences.
SOW 10.6 Contract Management	During business hours, contractor shall respond to calls within 60 minutes. Emergency calls must be responded to immediately, but no more than 30 minutes from call regardless of day or time. Emails must be responded to by following business day.	100% as required	Inspection, validated complaints. After warning, liquidated damages of \$100 may be assessed for responses exceeding stated time limits.
SOW 11.1 Submission	Invoices submitted on the 15 th of the month, or the next business day when the date occurs on a weekend.	100% as required	Inspection, validated complaints.
SOW 11.2 Approval of Invoices	Responds to invoice discrepancy reports (invoices).	Within 3 business days	Inspection, validated complaints, management reports.

ATTACHMENT C

FEE SCHEDULE

**FEE SCHEDULE FOR
SECURITY GUARD SERVICES**

The following is the fee schedule for the different types of Security Officers covered in and subject to the Agreement.

Position	Regular Rate	Holiday Rate
Unarmed Security Officer	\$22.29/Hour	\$33.44/Hour
Unarmed Security Officer – PC832 Qualified	\$25.91/Hour	\$38.87/Hour
Armed Security Officer	\$24.52/Hour	\$36.78/Hour
Armed Security Shift Supervisor	\$27.02/Hour	\$40.53/Hour
Armed Security Officer – PC832 Qualified	\$28.36/Hour	\$42.54/Hour
Post Commander	\$27.23/Hour	\$40.85/Hour
Professional Security Officer	\$39.67/Hour	\$59.51/Hour

- \$1.50 will be added to the corresponding requested position and the appropriate level payment rate for a bike certified security officer.
- \$2.27 shall be added to the corresponding requested position and the appropriate level payment rate for vehicle patrols.
- All hours worked on City designated holidays will be invoiced at the corresponding holiday rate per position.
- Overtime rates will be invoiced for the first 8-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.
- Rates will be adjusted each contract year, consistent with the living wage ordinance published for the corresponding fiscal year.

ATTACHMENT D

CONFIDENTIALITY AGREEMENT

CONFIDENTIALITY AGREEMENT

I understand that U.S. Metro Group, Inc. has assigned me to provide temporary service to the City of Los Angeles Police Department and that as part of that assignment I will have access to confidential information. "Confidential Information" includes all data, recorded testimony, audiotapes, videotapes, 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 U.S. Metro Group, Inc. or the City of Los Angeles.

I further understand that all information, records, software programs, documents, and data provided by the Police Department to me, or accessed or reviewed by me, during the performance of this assignment will remain the property of the City of Los Angeles. Any and all information, records, documents, and data provided by the Police Department to me, or accessed or reviewed by me during performance of this assignment, are confidential.

I agree not to provide information, records, software programs, documents, and data, nor disclose their content or any information contained in them, either orally or in writing, to any other person or entity. I further agree not to make copies of any Confidential Information unless a formal Police Department request is made through my employer. I agree to forward all requests for the release of information received by me to U.S. Metro Group, Inc.

I hereby agree that I will not divulge to any unauthorized person, information obtained while performing work pursuant to the Agreement between U.S. Metro Group, Inc. and the City of Los Angeles.

I will be responsible for protecting the confidentiality and maintaining the security of Police Department materials, notes, records, documents, data and any other information in my possession

This Agreement is to apply in conjunction with any prior confidentiality agreement between myself and U.S. Metro Group, Inc., and will not nullify such agreements, however, this Agreement will take precedence. Any conflicts with any other agreements will be modified to comply with the terms of this Agreement.

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

Evelyn Kim
Executive Vice President
U.S. Metro Group, Inc.

Recipient Signature

Print Name

Date

Date

**NINTH AMENDMENT TO CONTRACT NO. C-128953
BETWEEN THE CITY OF LOS ANGELES
AND
GSG PROTECTIVE SERVICES, CA INC.
(Formerly U.S. METRO GROUP, INC.)
FOR SECURITY GUARD SERVICES**

This NINTH AMENDMENT to Contract No. C-128953 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”), and, GSG Protective Services, CA Inc a California Corporation (hereinafter referred to as the “Contractor”).

RECITALS

WHEREAS, on February 21, 2017, the LAPD and the Contractor entered into Contract No. C-128953 (“Original Agreement”) to provide professional security guard services 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 commencing February 21, 2017 and expiring February 20, 2020; and

WHEREAS, the Living Wage Ordinance (Los Angeles Code Section 10.37 et seq.) provides that wage rates paid to employees working on contracts subject to the Ordinance, including the Original Agreement, shall be adjusted; and

WHEREAS, the First Amendment provided for the 1.9% wage rate adjustment for fiscal year 2017-18 pursuant to the Living Wage Ordinance (LWO); and

WHEREAS, the Second Amendment provided for the 2.8% wage rate adjustment for fiscal year 2018-19 pursuant to the LWO; and

WHEREAS, the Third Amendment provided for a corporate name change by the Contractor from “U.S. Metro Group, Inc.” to “GSG Protective Services CA Inc.”; and

WHEREAS, the Fourth Amendment provided for the 7.55% wage rate adjustment for fiscal year 2019-20 pursuant to the LWO; and

WHEREAS, the Fifth Amendment extended the term of the Original Agreement for an additional two-year period, commencing February 21, 2020 and ending February 20, 2022; and

WHEREAS, the Sixth Amendment provided for the \$0.75 per hour wage rate adjustment for fiscal year 2020-2021 pursuant to the LWO, which is effective July 1, 2020 through June 30, 2021; and

WHEREAS, the Seventh Amendment extended the term of the Original Agreement for an additional three (3) month period, commencing February 21, 2022 and ending May 20, 2022; and

WHEREAS, the Eighth Amendment extended the term of the Original Agreement for an additional three (3) month period, commencing May 21, 2022 and ending August 20, 2022; and

WHEREAS, this Ninth Amendment provides for the \$1.04 per hour wage adjustment for fiscal year 2022-23 pursuant to the LWO, which is effective July 1, 2022 through June 30, 2023; and

WHEREAS, the City and the Contractor now desire to extend the term of the Original Agreement for an additional three (3) month period, commencing August 21, 2022 through November 20, 2022, while new contracts from a competitive bid process are under approval; and

WHEREAS, the Contractor's services are of a professional and occasional nature and the Contractor has been providing satisfactory services; and

WHEREAS, the Contractor is willing to perform the work under the terms and conditions of this Amendment; and

WHEREAS, this Ninth Amendment is necessary for the Contractor to continue to provide services articulated under the Original Agreement.

NOW THEREFORE, the City and the Contractor hereby agree that the Original Agreement, as previously amended, be further amended as follows:

1. Extension of the Term of the Original Agreement. The City and the Contractor hereby agree that the term of the Original Agreement as set forth in Section 2.1 of the Original Agreement entitled "Term of the Agreement" is hereby extended for a period of three (3) months, beginning August 21, 2022 through November 20, 2022, unless otherwise terminated pursuant to PSC-9 (Termination) of the Standard Provisions for City Contracts (Rev. 10/21) [v.4].
2. Exhibit A of the Sixth Amendment entitled "Fee Schedule," is hereby amended in its entirety to reflect the \$1.04 per hour wage rate adjustment for fiscal year 2022-23 and restated as set forth in Exhibit A of this Eighth Amendment, attached hereto.
3. Ratification. Due to the need for the Contractor's services to be provided continuously, the Contractor may have provided services prior to the execution of this Ninth Amendment. To the extent that said services were performed in accordance with the terms and conditions of the Original Agreement, those services are hereby ratified.
4. Order of Precedence. In the event of an inconsistency between any of the provisions of this Ninth Amendment to Contract No. C-128953, or all prior or current attachments, the

inconsistency shall be resolved by giving previous attachments and/or amendments precedence in the following order:

- 1) Ninth Amendment to Contract No. C-128953,
 - 2) Eighth Amendment to Contract No. C-128953,
 - 3) Seventh Amendment to Contract No. C-128953,
 - 4) Sixth Amendment to Contract No. C-128953,
 - 5) Fifth Amendment to Contract No. C-128953,
 - 6) Fourth Amendment to Contract No. C-128953,
 - 7) Third Amendment to Contract No. C-128953,
 - 8) Second Amendment to Contract No. C-128953,
 - 9) First Amendment to Contract No. C-128953,
 - 10) LAPD Contract No. C-128953, and
 - 11) Standard Provisions for City Contracts (Rev. 10/21) [v.4].
5. Except as herein amended or modified, all terms and conditions of the Original Agreement shall remain unchanged and in full force and effect.
6. This Ninth Amendment includes four (4) pages and one (1) exhibit. The Original Agreement is hereby incorporated by reference in its entirety into this Ninth Amendment.

This Ninth Amendment 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 Ninth Amendment to be executed by their respective duly authorized representatives.

THE CITY OF LOS ANGELES

GSG PROTECTIVE SERVICES, CA INC.

By: _____
MICHEL R. MOORE
Chief of Police

By: 
VICTOR MARKS
President

Date: _____

Date: 26 July 2022

APPROVED AS TO FORM:
MICHAEL N. FEUER, City Attorney

(2nd Corporate Officer)

By: _____
SAMUEL PETTY
Deputy City Attorney

By: 
DIANA MERAZ
Secretary

Date: _____

Date: 07/26/2022

ATTEST:

HOLLY L. WOLCOTT, City Clerk

By: _____
Deputy City Clerk

Date: _____

City Business License Number: 0003042260-0001-1

Internal Revenue Service Taxpayer Identification Number: 47-1839578

City Contract Number: C-128953-9

EXHIBIT A

FEE SCHEDULE

**FEE SCHEDULE FOR
SECURITY GUARD SERVICES
Effective July 1, 2022**

The following is the fee schedule for the different types of Security Officers (SO) covered in and subject to the Agreement.

Position	Security Guard		Security Guard / Bike		Security Guard / Vehicle	
	Regular	Overtime	Regular	Overtime	Regular	Overtime
Unarmed Security Officer	\$26.90	\$40.35	\$28.40	\$42.60	\$29.17	\$43.76
Unarmed Security Guard-PC832	\$30.98	\$46.47	\$32.48	\$48.72	\$33.25	\$49.88
Armed Security Officer	\$29.42	\$44.13	\$30.92	\$46.38	\$31.69	\$47.54
Armed Security Shift Supervisor	\$32.23	\$48.35	\$33.73	\$50.60	\$34.50	\$51.75
Armed Security Officer-PC832	\$33.74	\$50.61	\$35.24	\$52.86	\$36.01	\$54.02
Post Commander	\$32.47	\$48.71	\$33.97	\$50.96	\$34.74	\$52.11
Professional Security Officer	\$46.48	\$69.72	\$47.98	\$71.97	\$48.75	\$73.13

- \$1.50 will be added to the corresponding requested position and the appropriate level payment rate for a bike certified security officer.
- \$2.27 shall be added to the corresponding requested position and the appropriate level payment rate for vehicle patrols.
- All hours worked on City designated holidays will be invoiced at the corresponding holiday rate per position.
- Overtime rates will be invoiced for the first 8-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.