COUNTY OF LOS ANGELES
DEPARTMENT OF PARKS AND RECREATION
"Parks Make Life Better!"

Russ Guiney, Director
John Wicker, Chief Deputy Director

Executive Offices • 433 South Vermont Avenue • Los Angeles, CA 90020-1975 • (213) 738-2961

January 07, 2014

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

Dear Supervisors:

**APPROVAL OF MASTER AGREEMENTS
FOR AS NEEDED AQUATIC WEED AND
ALGAE GROWTH CONTROL SERVICES
FOR THE DEPARTMENT LAKES
(SUPERVISORIAL DISTRICTS 1, 2, 4, AND 5) (3 VOTES)**

SUBJECT

This action approves Master Agreements with qualified vendors to provide as needed aquatic weed and algae growth control services for the Department of Parks and Recreation.

IT IS RECOMMENDED THAT THE BOARD:

1. Find the proposed approval of the as needed aquatic weed and algae growth control services Master Agreements categorically exempt from the California Environmental Quality Act because the Master Agreements consist of maintenance of existing facilities involving negligible or no expansion of the existing use and for the reasons stated herein and the reasons reflected in the record of the Master Agreements.

2. Authorize the Director of the Department of Parks and Recreation to execute Master Agreements with AquaBio Environmental Technologies, Inc., Clean Lakes, Inc., Nature's Image, Inc., DeAngelo Brothers, Inc., and AquaTechnex, LLC, effective February 1, 2014, upon approval as to form by County Counsel and substantially similar to the attached Master Agreement, for a term of five years for an annual aggregate of $200,000, and an anticipated maximum Master Agreement amount of $1,000,000.

3. Authorize the Director of the Department of Parks and Recreation to amend the scope of work to add or delete facilities, where the services are to be provided, not to exceed the maximum Master

Agreement aggregate amount.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended Master Agreements is for the Department of Parks and Recreation (Department) to continue the as needed aquatic weed and algae growth control services (Services), to maintain the current water quality of its lakes for the public's recreational use. Each of the vendors identified (Attachment I) have extensive experience in maintaining lakes for the County of Los Angeles (County) and other public entities, both at the state and national level. The Services include, but are not limited to: water testing to determine lake pollutants; monitoring bacteria levels to control and reduce aquatic vegetation growth through chemical and/or bio treatments; as well as mechanical and manual removal of aquatic weeds.

By awarding Master Agreements with multiple qualified vendors, the Department will ensure a timely response to the workload requirements covering the large geographical area of the Department. When the needed Services are identified, each qualified vendor will be provided the opportunity to bid on the prospective project, thus giving the Department the opportunity to select the best possible service at the lowest possible price.

Implementation of Strategic Plan Goals

The recommended Master Agreements will further the County's Strategic Plan Goals of Operational Effectiveness (Goal 1), by maximizing the effectiveness of maintenance services, structure and operations to support timely delivery of customer-oriented and efficient public services, and; Fiscal Sustainability (Goal 2), by strengthening and enhancing the County's capacity to sustain essential County services through proactive and prudent fiscal polices and stewardship.

FISCAL IMPACT/FINANCING

There is no fiscal impact. The Department will not request that the vendors perform Services that will exceed its current Operating Budget or the approved maximum Master Agreement total amount of $200,000 annually, the scope of work, or the Master Agreement dates.

OPERATING BUDGET IMPACT

Based on the recommended actions, the Department does not anticipate additional operating costs. Sufficient appropriation is budgeted in the Department's Operating Budget to fund the cost of the recommended Master Agreements.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The Department has evaluated and determined that the Living Wage Program (County Code Chapter 2.201) does not apply to the recommended Master Agreements, which are for specialized services required on an as-needed, part-time and intermittent basis; hence, these Master Agreements are not Proposition A contracts (County Code Chapter 2.121(B)).

Pursuant to Government Code Section 31000, the Board is authorized to contract for special services. The term of the Master Agreements is for five years and includes a provision whereby the Director of the Department of Parks and Recreation (Director) may add or delete facilities where the Services are to be provided, not to exceed the annual aggregate amount of the Master Agreements.

Additionally, the Director has the authority to mitigate the Services in the event of emergencies within the maximum Master Agreement amount.

The award of this Master Agreement will not result in unauthorized disclosure of confidential information and will be in full compliance with Federal, State, and County regulations. This Master Agreement contains terms and conditions supporting your Board's ordinances, policies, and programs, including but not limited to: County's Greater Avenues for Independence (GAIN) and General Relief Opportunities for Work (GROW) Programs, Board Policy No. 5.050; Contract Language to Assist in Placement of Displaced County Workers, Board Policy No. 5.110; Reporting of Improper Solicitations, Board Policy No. 5.060; Notice to Contract Employees of Newborn Abandonment Law (Safely Surrendered Baby Law), Board Policy No. 5.135; Contractor Employee Jury Service Program, Los Angeles County Code, Chapter 2.203; Notice to Employees Regarding the Federal Earned Income Credit (Federal Income Tax Law, Internal Revenue Service Notice 1015); Contractor Responsibility and Debarment, Los Angeles County Code Chapter 2.202; Los Angeles County's Child Support Compliance Program, Los Angeles County Code, Chapter 2.200; Defaulted Property Tax Reduction Program Ordinance, Los Angeles County Code, Chapter 2.206; and the standard Board-directed clauses that provide for the Contract termination or renegotiation.

The County maintains databases that track/monitor the vendor's performance history. Information entered into such databases may be used for a variety of purposes. No negative information was found for these vendors.

The vendors will provide the required insurance policies prior to the start of the Master Agreements naming the County and the United States Army Corps of Engineers (ACOE) as additional insureds.

The ACOE has reviewed and approved the proposed Master Agreement.

County Counsel will approve each Master Agreement as to form prior to the Director executing each Master Agreement.

ENVIRONMENTAL DOCUMENTATION

The proposed approval of the Master Agreements is categorically exempt from the California Environmental Quality Act (CEQA) according to Section 15301 of the State CEQA Guidelines and Class 1 of the County's Environmental Document Reporting Procedures and Guidelines, Appendix G, because the proposed Master Agreements consist of maintenance of existing facilities involving negligible or no expansion of an existing use.

CONTRACTING PROCESS

On April 2, 2013, the Department released a Request for Statement of Qualifications (RFSQ) for the as needed aquatic weed and algae growth control services and posted the solicitation and contracting opportunity announcement on the County "Doing Business with Us" website and included a link to download the RFSQ package and bilingual instructions on how to contact the Department regarding this RFSQ.

On April 17, 2013, nine companies attended the Mandatory Vendor Conference. On May 7, 2013, the Department received five Statement of Qualifications (SOQ) from AquaBio Environmental Technologies, Inc. (AquaBio), Clean Lakes, Inc. (Clean Lakes), Natures Image, Inc. (Natures

Image), DeAngelo Brothers, Inc. (DeAngelo Brothers), and AquaTechnex, LLC (AquaTechnex). Each SOQ was reviewed to ensure compliance with mandatory minimum requirements outlined in the RFSQ. Each SOQ met the minimum mandatory requirements and were then forwarded to an Evaluation Committee.

The Evaluation Committee consisted of five Department employees who were knowledgeable and familiar with the work requirements. The Committee reviewed each SOQ for business experience, approach plan, required licenses and certifications, related references and compliance with the requirements stated in the RFSQ.

Based on the selection and qualification process, AquaBio, Clean Lakes, Natures Image, DeAngelo Brothers, and AquaTechnex, were determined to be qualified and are being recommended for the Master Agreements.

Attachments II-VI reflect the vendors' minority participation. It should be noted that upon final analysis and award, the vendors were selected without regard to gender, race, creed, or color.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The award of these Master Agreements will allow for a continued maintenance of the Department's lakes located throughout the County, and will not infringe on the role of the County in its relationship to its residents, and the County's ability to respond to emergencies will not be impaired. These Master Agreements will not result in the displacement of any County personnel, as these Services are a specialized professional service, currently being performed on an as-needed, part-time and intermittent basis. Therefore, there will be no impact to existing staff or service levels.

CONCLUSION

It is requested that three adopted copies of the action taken by your Board be forwarded to the Department of Parks and Recreation.

Should you have any questions please contact, Matthew Green at (626) 821-4658 or mgreen@parks.lacounty.gov, Kandy Hays at (626) 821-4600 or khays@parks.lacounty.gov, or Kaye Michelson at (213) 738-2955 or kmichelson@parks.lacounty.gov.

Respectfully submitted,

RUSS GUINEY

Director

RG:JW:RM
KEH:CM:MG:rc

Attachments

Enclosures

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

ATTACHMENT I

AS NEEDED AQUATIC WEED AND ALGAE GROWTH CONTROL SERVICES
QUALIFIED VENDORS

Vendor #	Vendor/Address	Contact/Phone/Fax/Email Address	Chemical Application	Biologic Application	Mechanical Removal
10434401	Natures Image, Inc. 20361 Hermana Circle, Lake Forest, CA 92630	Steven Reinoehl Ph. 949-680-4417/Fax. 949-680-4450 sreinoehl@naturesimage.net	X	X	X
11030802	Clean Lakes, Inc. 31320 Via Colinas, Suite 114, Westlake Village, CA 91362	Thomas Moorhouse Ph. 818-889-8691/Fax. 818-889-8693 tmoorhouse@cleanlake.com	X	X	X
12117001	AquaTechnex, LLC P. O. Box 4193, Palm Desert, CA 92261	Terry McNabb Ph. 760-272-5842/Fax. terry@aquatechnex.com	X	X	X
1073650	DeAngelo Brothers, Inc. 1459 South Cucamonga Avenue, Ontario, CA 91761	David Najera P. 800-278-1880/Fax. dnajera@dbiservices.com	X	X	X
51735801	AquaBio Environmental Technologies, Inc. 4712 Admiralty Way, Suite #156, Marina del Rey, CA 90292	DeAnaVitale-Hayashi Ph. 310-397-3114/Fax. 310-862-6708 deana@aquabio.us	X	X	X

County of Los Angeles - Community Business Enterprise (CBE) Program

Request for Local SBE Preference Program Consideration and CBE Firm/Organization Information Form

INSTRUCTIONS: All Vendors/Bidders responding to this solicitation must complete and return this form for proper consideration of the proposal/bid.

LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM:

FIRM NAME: Natures Image, Inc.

☒ I AM NOT
☐ I AM

A Local SBE certified by the County of Los Angeles Office of Affirmative Action Compliance as of the date of this proposal/bid submission.

☐ As an eligible Local SBE, I request this proposal/bid be considered for the Local SBE Preference.

My County (WebVen) Vendor Number: 10434401

II. FIRM/ORGANIZATION INFORMATION: The information requested below is for statistical purposes only. On final analysis and consideration of award, contractor/vendor will be selected without regard to gender, race, creed or color.

Business Structure: ☐ Sole Proprietorship ☐ Partnership ☒ Corporation ☐ Non-Profit ☐ Franchise
☐ Other (Please Specify) _____

Total Number of Employees (including owners): 74

Race/Ethnic Composition	Owners/Partners/ Associate Partners		Managers		Staff	
	Male	Female	Male	Female	Male	Female
Black / African American					1	
Hispanic / Latino			2		54	1
Asian or Pacific Islander					1	
American Indian/ Alaskan Native						
Filipino American						
White	1	1	4		7	2

III. PERCENTAGE OF OWNERSHIP IN FIRM: Please indicate by percentage (%) how ownership of the firm is distributed.

	Black / African American	Hispanic/ Latino	Asian or Pacific Islander	American Indian/ Alaskan Native	Filipino American	White
Men	%	%	%	%	%	48 %
Women	%	%	%	%	%	52 %

IV. CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, AND DISABLED VETERAN BUSINESS ENTERPRISES: *If your firm is currently certified as a minority, women, disadvantaged or disabled veteran business enterprise by a public agency, complete the following and attach a copy of your proof of certification. (Use back of form if necessary.)*

Agency Name	Minority	Women	Dis-advantaged	Disabled Veteran	Expiration Date
WBENC		x			3/31/2013
Supplier Clearinghouse		x			2/03/2015

V. DECLARATION: I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE ABOVE INFORMATION IS TRUE AND ACCURATE.

Authorized Signature:	Title:	Date:
	Director	5/6/2013

CLEAN LAKES INC.

Los Angeles County Community Business Enterprise (CBE) Program – Request for Local SBE Preference Program Consideration and CBE Firm Organization Form

County of Los Angeles - Community Business Enterprise (CBE) Program

Request for Local SBE Preference Program Consideration and CBE Firm/Organization Information Form

INSTRUCTIONS: All Vendors/Bidders responding to this solicitation must complete and return this form for proper consideration of the proposal/bid.

LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM

FIRM NAME: Clean Lakes, Inc.

☒ I AM NOT
☐ I AM — A Local SBE certified by the County of Los Angeles Office of Affirmative Action Compliance as of the date of this proposal/bid submission.

☐ As an eligible Local SBE, I request this proposal/bid be considered for the Local SBE Preference.

My County (Web/Ven) Vendor Number: 11030802

II. FIRM/ORGANIZATION INFORMATION: The information requested below is for statistical purposes only. On final analysis and consideration of award, contractor/vendor will be selected without regard to gender, race, creed or color.

Business Structure: ☐ Sole Proprietorship ☐ Partnership ☒ Corporation ☐ Non-Profit ☐ Franchise ☐ Other (Please Specify) _____

Total Number of Employees (including owners):

Race/Ethnic Composition	Owners/Partners/ Associate Partners		Managers		Staff	
	Male	Female	Male	Female	Male	Female
Black / African American	0	0	0	0	0	0
Hispanic / Latino	0	0	0	0	1	0
Asian or Pacific Islander	0	0	0	0	0	0
American Indian/ Alaskan Native	0	0	0	0	0	0
Filipino American	0	0	0	0	0	0
White	2	0	2	0	4	1

III. PERCENTAGE OF OWNERSHIP IN FIRM: Please indicate by percentage (%) how ownership of the firm is distributed.

	Black / African American	Hispanic/ Latino	Asian or Pacific Islander	American Indian/ Alaskan Native	Filipino American	White
Men	%	%	%	%	%	100 %
Women	%	%	%	%	%	%

IV. CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, AND DISABLED VETERAN BUSINESS ENTERPRISES: *If your firm is currently certified as a minority, women, disadvantaged or disabled veteran business enterprise by a public agency, complete the following and attach a copy of your proof of certification. (Use back of form if necessary.)*

Agency Name	Minority	Women	Dis-advantaged	Disabled Veteran	Expiration Date

V. DECLARATION: I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE ABOVE INFORMATION IS TRUE AND ACCURATE

Authorized Signature	Title	Date
[signature]	Vice President	May 3, 2013

OAAC:C:\TEMP\LocalSBE-FirmOrganization.form.doc Rev. 09/18/02

County of Los Angeles - Community Business Enterprise (CBE) Program

Request for Local SBE Preference Program Consideration and CBE Firm/Organization Information Form

INSTRUCTIONS: All Vendors/Bidders responding to this solicitation must complete and return this form for proper consideration of the proposal/bid.

LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM:

FIRM NAME: AQUATECHNEX, LLC

☒ I AM NOT
☐ I AM

A Local SBE certified by the County of Los Angeles Office of Affirmative Action Compliance as of the date of this proposal/bid submission.

☐ As an eligible Local SBE, I request this proposal/bid be considered for the Local SBE Preference.

My County (WebVen) Vendor Number: 1211 7001

II. FIRM/ORGANIZATION INFORMATION: The information requested below is for statistical purposes only. On final analysis and consideration of award, contractor/vendor will be selected without regard to gender, race, creed or color.

Business Structure: ☐ Sole Proprietorship ☐ Partnership ☐ Corporation ☐ Non-Profit ☐ Franchise
☒ Other (Please Specify) LLC

Total Number of Employees (including owners):

Race/Ethnic Composition	Owners/Partners/ Associate Partners		Managers		Staff	
	Male	Female	Male	Female	Male	Female
Black / African American						
Hispanic / Latino			1		2	
Asian or Pacific Islander						
American Indian/ Alaskan Native						
Filipino American						
White	1		3		8	

III. PERCENTAGE OF OWNERSHIP IN FIRM: Please indicate by percentage (%) how ownership of the firm is distributed.

	Black / African American	Hispanic/ Latino	Asian or Pacific Islander	American Indian/ Alaskan Native	Filipino American	White
Men	%	%	%	%	%	100 %
Women	%	%	%	%	%	%

IV. CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, AND DISABLED VETERAN BUSINESS ENTERPRISES: *If your firm is currently certified as a minority, women, disadvantaged or disabled veteran business enterprise by a public agency, complete the following and attach a copy of your proof of certification. (Use back of form if necessary.)*

Agency Name	Minority	Women	Dis-advantaged	Disabled Veteran	Expiration Date
N/A					

V. DECLARATION: I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE ABOVE INFORMATION IS TRUE AND ACCURATE.

Authorized Signature:	Title:	Date:
	Manager	5/1/2013

County of Los Angeles - Community Business Enterprise (CBE) Program

Request for Local SBE Preference Program Consideration and CBE Firm/Organization Information Form

INSTRUCTIONS: All Vendors/Bidders responding to this solicitation must complete and return this form for proper consideration of the proposal/bid.

LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM:

FIRM NAME: DeAngelo Brothers

☒ I AM NOT
☐ I AM

A Local SBE certified by the County of Los Angeles Office of Affirmative Action Compliance as of the date of this proposal/bid submission.

☐ As an eligible Local SBE, I request this proposal/bid be considered for the Local SBE Preference.

My County (WebVen) Vendor Number: 1073650

II. FIRM/ORGANIZATION INFORMATION: The information requested below is for statistical purposes only. On final analysis and consideration of award, contractor/vendor will be selected without regard to gender, race, creed or color.

Business Structure: ☐ Sole Proprietorship ☐ Partnership ☒ Corporation ☐ Non-Profit ☐ Franchise
☐ Other (Please Specify) _____

Total Number of Employees (including owners): 1,000

Race/Ethnic Composition	Owners/Partners/ Associate Partners		Managers		Staff	
	Male	Female	Male	Female	Male	Female
Black / African American					4	
Hispanic / Latino			10	2	125	10
Asian or Pacific Islander						
American Indian/ Alaskan Native						
Filipino American			2	4	14	2
White	2		50	25	600	150

III. PERCENTAGE OF OWNERSHIP IN FIRM: Please indicate by percentage (%) how ownership of the firm is distributed.

	Black / African American	Hispanic/ Latino	Asian or Pacific Islander	American Indian/ Alaskan Native	Filipino American	White
Men	%	%	%	%	%	100 %
Women	%	%	%	%	%	%

IV. CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, AND DISABLED VETERAN BUSINESS ENTERPRISES: *If your firm is currently certified as a minority, women, disadvantaged or disabled veteran business enterprise by a public agency, complete the following and attach a copy of your proof of certification. (Use back of form if necessary.)*

Agency Name	Minority	Women	Dis-advantaged	Disabled Veteran	Expiration Date
N/A					

V. DECLARATION: I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE ABOVE INFORMATION IS TRUE AND ACCURATE.

Authorized Signature:	Title:	Date:
David Mejia	Manager	5/1/13

County of Los Angeles - Community Business Enterprise (CBE) Program

Request for Local SBE Preference Program Consideration and CBE Firm/Organization Information Form

INSTRUCTIONS: All Vendors/Bidders responding to this solicitation must complete and return this form for proper consideration of the proposal/bid.

LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM:

FIRM NAME: AquaBio Environmental Technologies, Inc.

☐ I AM NOT
☐ I AM

A Local SBE certified by the County of Los Angeles Office of Affirmative Action Compliance as of the date of this proposal/bid submission.

☐ As an eligible Local SBE, I request this proposal/bid be considered for the Local SBE Preference.

My County (WebVen) Vendor Number: 51735801

II. FIRM/ORGANIZATION INFORMATION: The information requested below is for statistical purposes only. On final analysis and consideration of award, contractor/vendor will be selected without regard to gender, race, creed or color.

Business Structure: ☐ Sole Proprietorship ☐ Partnership ☒ Corporation ☐ Non-Profit ☐ Franchise ☐ Other (Please Specify) _____

Total Number of Employees (including owners): 5

Race/Ethnic Composition	Owners/Partners/ Associate Partners		Managers		Staff	
	Male	Female	Male	Female	Male	Female
Black / African American						
Hispanic / Latino		1			1	
Asian or Pacific Islander	1		1			
American Indian/ Alaskan Native						
Filipino American						
White						1

III. PERCENTAGE OF OWNERSHIP IN FIRM: Please indicate by percentage (%) how ownership of the firm is distributed.

	Black / African American	Hispanic/ Latino	Asian or Pacific Islander	American Indian/ Alaskan Native	Filipino American	White
Men	%	%	20 %	%	%	%
Women	%	80 %	%	%	%	%

IV. CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, AND DISABLED VETERAN BUSINESS ENTERPRISES: *If your firm is currently certified as a minority, women, disadvantaged or disabled veteran business enterprise by a public agency, complete the following and attach a copy of your proof of certification. (Use back of form if necessary.)*

Agency Name	Minority	Women	Dis-advantaged	Disabled Veteran	Expiration Date

V. DECLARATION: I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE ABOVE INFORMATION IS TRUE AND ACCURATE.

Authorized Signature:	Title:	Date:
	Director	5/6/13

MASTER AGREEMENT

BY AND BETWEEN

COUNTY OF LOS ANGELES
DEPARTMENT OF PARKS AND RECREATION

AND

(CONTRACTOR)

FOR

AS-NEEDED AQUATIC WEED AND ALGAE
GROWTH CONTROL SERVICES
AT

VARIOUS DEPARTMENT LAKE FACILITIES

MASTER AGREEMENT PROVISIONS
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J COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM
K COUNTY'S SMOKING BAN ORDINANCE

MASTER AGREEMENT BETWEEN
COUNTY OF LOS ANGELES
DEPARTMENT OF PARKS AND RECREATION
AND

_____

FOR AS-NEEDED
AQUATIC WEED AND ALGAE GROWTH CONTROL SERVICES

This Master Agreement and Exhibits made and entered into this _____ day of _____, 20__, by and between the County of Los Angeles, Department of Parks and Recreation, hereinafter referred to as the County, and _____, hereinafter referred to as the Contractor, to provide As-Needed Aquatic Weed and Algae Growth Control Services.

RECITALS

WHEREAS, the County may contract with private businesses for specialized professional services that are required on an as-needed, part-time and intermittent basis; and

WHEREAS, this Master Agreement is therefore authorized under California Codes, Government Code Section 31000 which authorizes the Board of Supervisors to contract for special services; and

WHEREAS, the Board of Supervisors has authorized the Director of the Department of Parks and Recreation to execute and administer work orders for the performance of tasks subject to the provisions of this Master Agreement; and

WHEREAS, the Contractor is a private firm duly licensed and certified to engage in the business of lake ancillary services; and warrants that it possesses the competence, expertise, equipment, resources and personnel necessary to provide such services; and

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

1.0 APPLICABLE DOCUMENTS

Exhibits A, B, C, D, E, F, G, H, I, J, and K are attached to and form a part of this Master Agreement. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, goods, service, or other work, or otherwise between the base Master Agreement and the Exhibits, or between Exhibits, such conflict or inconsistency shall be resolved by giving precedence first to the Master Agreement and then to the Exhibits according to the following priority:

1.1 EXHIBIT A - Statement of Work

1.2 EXHIBIT B - County's Administration

1.3 EXHIBIT C - Contractor's Administration

1.4 EXHIBIT D – Contractor's EEO Certification

1.5 EXHIBIT E – Jury Service Ordinance

1.6 EXHIBIT F - IRS Notice 1015

1.7 EXHIBIT G - Safely Surrendered Baby Law

1.8 EXHIBIT H - Forms Required for each Work Order before Work Begins

1.9 EXHIBIT I - Contractor Acknowledgement and Confidentiality Agreement

1.10 EXHIBIT J - County's Defaulted Property Tax Reduction Program

1.11 EXHIBIT K - County's Smoking Ban Ordinance

2.0 DEFINITIONS

The headings herein contained are for convenience and reference only and are not intended to define the scope of any provision thereof. The following words as used herein shall be construed to have the following meaning, unless otherwise apparent from the context in which they are used.

2.1 Board of Supervisors: The Board of Supervisors of the County of Los Angeles acting as governing body or their designee.

2.2 Master Agreement: Agreement executed between County and individual Contractor. It sets forth the terms and conditions for the issuance and performance of, and otherwise governs, subsequent Work Order services.

2.3 **Contractor Project Manager:** The individual designated by the Contractor to administer the Master Agreement operations after the Master Agreement award.

2.4 **County Program Director:** Person designated by Director with authority to negotiate and recommend all changes on behalf of County.

2.5 **County Project Director:** Person designated by Director with authority to approve all Work Order solicitations and executions.

2.6 **County Project Manager:** Person designated as chief contact person with respect to the day-to-day administration of the Master Agreement.

2.7 **Day(s):** Calendar day(s) unless otherwise specified.

2.8 **Department:** The County of Los Angeles Department of Parks and Recreation (DPR) acting on behalf of the County for matters relating to this Master Agreement.

2.9 **Director:** The Director of the Department of Parks and Recreation, County of Los Angeles, acting on behalf of the County on contractual or administrative matters relating to the enforcement of this Master Agreement, or his/her authorized representative(s).

2.10 **District Engineer:** the District Engineer of the United States Army Corps of Engineers, Los Angeles District, his/her authorized representative, or his/her designee.

2.11 **Fiscal Year:** The twelve (12) month period beginning July 1st and ending the following June 30th.

2.12 **Statement of Work:** The written description of tasks, directions, provisions, and requirements provided by County and special provisions pertaining to the method, frequency, manner and place of performing services for a specific Work Order.

2.13 **Work Order:** A subordinate agreement executed wholly within and subject to the provisions of this Master Agreement, for the performance of tasks and/or provision of deliverables as described in a Statement of Work. Each Work Order shall result from bids, solicited by and tendered to County, by Contractor. County shall select the lowest, qualified bid responding to the

requirements of the proposed Work Order. No work shall be performed by Contractor except in accordance with a validly bid and executed Work Order.

2.14 Request For Statement of Qualifications (RFSQ): A solicitation based on establishing a pool of Qualified Vendors to provide services through Master Agreements.

2.15 Statement of Qualifications (SOQ): A Contractor's response to an RFSQ.

2.16 Qualified Contractor: A Contractor who has submitted a Statement of Qualifications (SOQ) in response to County's Request For Statement of Qualifications (RFSQ); has met the minimum qualifications listed in the RFSQ, and has an executed Master Agreement with DPR.

3.0 CONTRACTOR SERVICES

3.1 Pursuant to the provisions of this Master Agreement, the Contractor shall fully perform, complete and deliver on time, all tasks, deliverables, services and other work as set forth in each Work Order and its related Statement of Work for which the Contractor is contracted.

3.2 If the Contractor provides any tasks, deliverables, goods, services, or other work to the Department that utilizes other than approved Contractor Personnel, and/or that goes beyond the Work Order expiration date, and/or that exceeds the Total Maximum Amount as specified in the Work Order as originally written or modified in accordance with Paragraph 8, Change Notices and Amendments, the same shall be deemed to be a gratuitous effort on the part of the Contractor, and the Contractor shall have no claim whatsoever against the County.

3.3 The Department procedures for issuing and executing Work Orders are set forth in this Sub-paragraph 3.3 as follows:

- Department determines that aquatic weed and algae growth control services need to be performed at one of facilities identified in Exhibit A, Statement of Work, of this Master Agreement.
- Department develops Work Order Request and notifies Contractor in writing of the Work Order Request and mandatory Bid Conference.

- Contractor must attend Bid Conference and shall submit a bid within the timeframe specified in the Work Order Request. Failure of Contractor to attend Bid Conference or submit its bid within the specified timeframe will disqualify Contractor from consideration of award of that particular Work Order.
- Department staff shall review bids. Completion of review shall be within ten (10) days after the date set to receive bids.
- Department shall issue and execute a Work Order with Contractor deemed to have the lowest cost.
- Contractor shall be sent a "Notice To Proceed" letter indicating start date of services for that particular Work Order.
- Payment for all work shall be on a fixed price for deliverable basis.

3.4 Each Work Order Request shall include a Statement of Work, a Fee Schedule, County's Administration for that particular Work Order, and Contractor's Administration for that particular Work Order.

3.5 Each "Notice To Proceed" letter shall include the Work Order executed by both the County's Program Director and the Contractor's Project Manager, approved fee schedule (cost), County's Administration for that particular Work Order, and Contractor's Administration for that particular Work Order.

3.6 In the event that no bids are received for a particular Work Order Request, the Department shall either: (1) revise the Work Order Request and reissue it; (2) perform the services with County forces; or (3) contract with a separate private contractor. It is understood by Contractor that County's competitive bidding procedure may have the effect that no Work Orders are awarded to Contractor.

3.7 When a condition exists wherein the Director, in his/her sole discretion, determines that there is danger of injury to the public or of damage to public property and determines that the procedures outlined in Paragraph 3.3 above cannot be timely implemented, the Director may issue an emergency Work Order Request and Notice to Proceed to the Contractor to complete the emergency services. Said Work Order Request and Notice to Proceed

shall include a “Not To Exceed Amount” and any special conditions that may affect the services to be provided.

4.0 TERM OF MASTER AGREEMENT

4.1 The term of this Master Agreement shall be for a period of five (5) years commencing January 1, 2014, following the Director of Parks and Recreation’s approval, unless terminated sooner or extended, in whole or in part, as provided in this Master Agreement.

4.2 The Contractor shall notify the Department when this Master Agreement is within six (6) months from the expiration of the term as provided for hereinabove. Upon occurrence of this event, the Contractor shall send written notification to the Department at the address herein provided in Subparagraph 9.31, Notices, of this Master Agreement.

4.5 By reasons or acts beyond the control of the County, this Master Agreement may be terminated by the County without liability or damages whenever the County is prevented by operation of laws, Acts of God, or by the official action of Local, State or Federal authorities from complying with the provisions of this Master Agreement.

5.0 MASTER AGREEMENT SUM

5.1 Contractor shall not be entitled to any payment by County under this Master Agreement except pursuant to validly executed and satisfactorily performed Work Orders. In each year of this Master Agreement, the total of all amounts actually expended by County hereunder (“maximum annual expenditures”) may not exceed Two Hundred Thousand Dollars ($200,000.00). The County has sole discretion to expend some, all, or none of such budgeted amounts.

5.2 The Contractor shall not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. Assumption or takeover of any of the Contractor’s duties, responsibilities, obligations, or performance of same by any other entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or

without consideration for any reason whatsoever, shall occur only with the County's express prior written approval.

5.3 In no event shall the Contractor be entitled to compensation exceeding the total Master Agreement amount unless the Master Agreement is amended in writing pursuant to Section 8.0, Change Notices and Amendments.

5.4 No Payment for Services Provided Following Expiration/Termination of Master Agreement

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

5.5 The Contractor shall maintain a system of record keeping that will allow the Contractor to determine when it has incurred seventy-five percent (75%) of the total Master Agreement authorization under this Master Agreement. Upon occurrence of this event, the Contractor shall send written notification to the Director at the address herein provided under Subparagraph 9.31, Notices, of this Master Agreement.

5.6 Invoices and Payments

5.6.1 For providing the tasks, deliverables, services, and other work authorized pursuant to this Master Agreement, Contractor shall separately invoice County for each Work Order on a fixed price per deliverable basis.

5.6.2 Payment for all work shall be on a fixed price per deliverable basis, subject to the Total Maximum Amount specified in each Work Order

less any amounts assessed in accordance with Sub-paragraph 9.36, Remedies/Liquidated Damages.

5.6.3 County shall not pay Contractor for any overtime premiums, travel expenses, meals, lodging, holidays, vacation, sick leave, per diem, or miscellaneous expenses, etc.

5.6.4 All invoices submitted by the Contractor for payment pursuant to the Work Orders issued and executed hereunder must have the written approval of the County's Project Manager and County's Project Director prior to any payment thereof. In no event shall the County be liable or responsible for any payment prior to such written approval. The Contractor shall look for payment exclusively from the funds having been allocated by the Department for each specific Work Order.

5.6.5 Payment of invoices shall be made within thirty (30) days upon receiving a properly prepared and correct invoice, providing that all work performed has been inspected and accepted by the County's Project Manager and that applicable certifications and reports have been submitted in accordance with the provisions of this Master Agreement.

5.6.6 Local Small Business Enterprises – Prompt Payment Program

Certified Local SBEs will receive prompt payment for services they provide to County departments. Prompt payment is defined as 15 calendar days after receipt of an undisputed invoice.

5.6.7 Invoices under this Master Agreement shall be submitted to the address(es) set forth in the applicable Work Order.

6.0 ADMINISTRATION OF MASTER AGREEMENT - COUNTY

A listing of all County Administration referenced in the following Sub-paragraphs are designated in Exhibit B, attached hereto and incorporated herein by reference. The County shall notify the Contractor in writing of any change in the names or addresses shown.

6.1 County's Program Director

The County's Program Director has the authority to negotiate, recommend all changes to this Master Agreement, and resolve disputes between the Department and Contractor.

6.2 County's Project Director

The County's Project Director, or designee, is the approving authority for individual Work Order Requests and executions.

6.3 County's Project Manager

The County's Project Manager is County's chief contact person with respect to the day-to-day administration of this Master Agreement. The Project Manager shall prepare and issue Work Orders and any Amendments thereto, and generally be the first person for Contractor to contact with any questions.

6.3.1 The responsibilities of the Project Manger include:

- ensuring that the technical standards and task requirements articulated in the individual Work Order are satisfactorily complied with, and shall provide, on request, such information, coordination, documentation, and materials as may be reasonably required by Contractor to perform Work Orders;
- coordinating and monitoring the work of Contractor personnel assigned to the specific projects, and for ensuring that this Master Agreement's objectives are met;
- monitoring, evaluating and reporting Contractor performance and progress on the Work Order;
- coordinating with Contractor's Project Manager, on a regular basis, regarding the performance of Contractor's personnel on each particular project;
- providing direction to Contractor in the areas relating to County policy, information requirements, and procedural requirements.

6.3.2 County's Project Managers are not authorized to make any changes in Work Order labor rates, dollar totals or periods of performance, or

in the terms and conditions of this Master Agreement, except through formally prepared Change Notices and Amendments, Paragraph 8.0.

7.0 ADMINISTRATION OF MASTER AGREEMENT - CONTRACTOR

7.1 Contractor's Project Manager

7.1.1 Contractor's Project Manager is designated in Exhibit C, attached hereto and incorporated herein by reference. The Contractor shall notify the County in writing of any change in the name or address of the Contractor's Project Manager.

7.1.2 Contractor's Project Manager shall be responsible for Contractor's day-to-day activities as related to this Master Agreement and shall coordinate with County's Work Order Directors on a regular basis with respect to all active Work Orders.

7.2 Contractor's Authorized Official(s)

7.2.1 Contractor's Authorized Official(s) are designated in Exhibit C. Contractor shall promptly notify County in writing of any change in the name(s) or address(es) of Contractor's Authorized Official(s).

7.2.2 Contractor represents and warrants that all requirements of Contractor have been fulfilled to provide actual authority to such officials to execute documents under this Master Agreement on behalf of Contractor.

7.3 Contractor's Staff

7.3.1 The County has the absolute right to approve or disapprove all of the Contractor's staff performing work hereunder and any proposed changes in the Contractor's staff, including but not limited to, Contractor's Project Manager. Contractor shall provide County with a resume of each proposed substitute and an opportunity to interview such person prior to any staff substitution.

7.3.2 The Contractor shall provide sufficient personnel to perform all work in accordance with the specifications set forth herein. The Contractor's employees, whether assigned to any one facility or as

part of a crew serving any number of facilities, shall include at least one individual who speaks and comprehends the English language.

7.3.3 The Director may at any time give the Contractor written notice to the effect that the conduct or action or a designated employee of the Contractor is, in the reasonable belief of the Director, detrimental to the interest of the public patronizing the premises. The Contractor shall meet with the Director or his authorized representative to consider the appropriate course of action with respect to the matter and the Contractor shall take reasonable measures under the circumstances to assure the Director that the conduct and activities of the Contractor's employee(s) will not be detrimental to the interest of the public patronizing the premises.

7.3.4 At any time prior to or during the term of this Master Agreement, the County may require that all Contractor's staff performing work under this Master Agreement undergo and pass, to the satisfaction of the County, a background investigation, as a condition of beginning and continuing to work under this Master Agreement. The County shall use its discretion in determining the method of background clearance to be used, up to and including a County performed fingerprint security clearance. The fees associated with obtaining the background information shall be at the sole expense of the Contractor, regardless if the Contractor's staff passes or fails the background clearance investigation.

7.3.5 The Director may require the Contractor to establish an identification system for personnel assigned to the facilities which clearly indicates to the public the name of the Contractor responsible for the aquatic weed algae growth control services. The identification system shall be furnished at the Contractor's expense and may include, but not be limited to, appropriate attire and/or name badges as specified by the Director.

7.3.6 The Contractor shall require each of his employees to adhere to basic public works standards of working attire. These are basically: uniforms, proper shoes and other gear as required by State Safety Regulations, and the proper wearing of the clothing. Shirts shall be worn at all times and shall be buttoned.

7.3.7 Any disapproval, dismissal, or disqualification, of Contractor's staff shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Master Agreement.

7.4 Confidentiality

7.4.1 The Contractor shall maintain the confidentiality of all records obtained from the County under this Master Agreement in accordance with all applicable federal, State or local laws, ordinances, regulations and directives relating to confidentiality.

7.4.2 The Contractor shall inform all of its officers, employees, agents and subcontractors providing services hereunder of the confidentiality provisions of this Master Agreement.

7.4.3 The Contractor shall sign and adhere to the provisions of the "Contractor Acknowledgement and Confidentiality Agreement," Exhibit I.

8.0 CHANGE NOTICES AND AMENDMENTS

The County reserves the right to change any portion of the work required under this Master Agreement, or amend such other terms and conditions that may be necessary. All such revisions shall be accomplished in the following manner:

8.1 Changes that **do not affect** the scope or payment of any Work Orders issued pursuant to this Master Agreement shall only be accomplished with an executed Work Order Change Notice signed by the Contractor and Director.

8.2 The County's Board of Supervisors, Chief Executive Officer, or designee may require the addition of and/or change certain terms and conditions in the Master Agreement during the term of this Master Agreement. The County reserves the right to add and/or change such provisions as required by the County's Board of Supervisors or Chief Executive Officer. To implement

such orders, an Amendment to the Master Agreement shall be prepared and executed by the Contractor and the Director.

8.3 Addition/Deletion of Lake Facilities

The Director or his/her designee may at his/her sole discretion add or delete lake facilities to the Master Agreement. An Amendment to the Master Agreement shall be prepared and executed by the Contractor and by the Director to add or delete lake facilities.

9.0 STANDARD TERMS AND CONDITIONS

9.1 ASSIGNMENT AND DELEGATION

9.1.1 The Contractor shall not assign its rights or delegate its duties under this Master Agreement, or both, whether in whole or in part, without the prior written consent of the County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this sub-paragraph, County consent shall require a written amendment to the Master Agreement, which is formally approved and executed by the parties. Any payments by the County to any approved delegate or assignee on any claim under this Master Agreement shall be deductible, at the County's sole discretion, against the claims, which the Contractor may have against the County.

9.1.2 Shareholders, partners, members, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of the Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Master Agreement, such disposition is an assignment requiring the prior written consent of the County in accordance with applicable provisions of this Master Agreement.

9.1.3 If any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of

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

9.2 AUTHORIZATION WARRANTY

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

9.3 BUDGET REDUCTIONS

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

9.4 COMPLAINTS

9.4.1 Within ten (10) business days after the effective date of this Master Agreement, the Contractor shall provide the County with its plan for receiving, responding and abating all inquiries and complaints

received from the Director, County personnel, or patrons using the facilities. The County will review and approve said plan or request changes. If changes are requested, the Contractor shall resubmit the revised plan within five (5) business days for approval. Changes by the Contractor must first be approved by the County before implementation.

9.4.2 During the term of this Master Agreement, the Contractor shall maintain an office located in the Los Angeles Metropolitan Area. In addition, the Contractor shall maintain a telephone at the office that is listed in the telephone directory in its own name or in the firm name by which it is most commonly known.

9.4.3 During normal business hours, Contractor shall have a responsible employee(s) to receive all inquiries and complaints that may be received from the Director, County personnel or patrons using the facilities and take the necessary action. An answering service shall be considered an acceptable substitute to full-time coverage, provided the Contractor is advised of any complaint within one (1) hour of receipt of such complaint by the answering service. The Contractor's employee(s) responsible for providing the aquatic weed algae growth control services shall be available for notification through electronic communications during normal business hours.

9.4.4 During normal days and hours of operation, whenever immediate action is required to prevent impending injury, death or property damage to the facilities being maintained, the County may, after a reasonable attempt to notify the Contractor, cause such action to be taken by the County work force and shall charge the cost thereof as determined by the Director, against the Contractor, or may deduct such cost from an amount due to the Contractor from the County.

9.4.5 The Contractor shall maintain a written log of all complaints. The log shall include the name of the employee logging the complaint, the date and time of the complaint, the facility where the complaint is about, a description of the complaint, the name and address of the complainant, and the action taken or the reason for non-action. The log of complaints shall be submitted monthly with the Contractor's invoice and shall be open to the inspection of the Director at all reasonable times.

9.4.6 All complaints shall be abated as soon as possible after notification; but in all cases within 24 hours, to the satisfaction of the Director. If any complaint is not abated within 24 hours, the Director shall be notified immediately of the reason for not abating the complaint followed by a written report to the Director within five (5) days. If the complaints are not abated within the time specified or to the satisfaction of the Director, the Director may correct the specific complaint and the total cost incurred by the County will be deducted and forfeit from the payments owing to the Contractor from the County.

9.5 COMPLIANCE WITH APPLICABLE LAW

9.5.1 The Contractor shall comply with all applicable Federal, State, and local laws, rules, regulations, ordinances, and directives, and all provisions required thereby to be included in this Master Agreement are hereby incorporated herein by reference.

9.5.2 The Contractor shall indemnify and hold harmless the County from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees, arising from or related to any violation on the part of the Contractor or its employees, agents, or subcontractors of any such laws, rules, regulations, ordinances, or directives.

9.6 COMPLIANCE WITH CIVIL RIGHTS LAWS

The Contractor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e)

(17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Master Agreement or under any project, program, or activity supported by this Master Agreement. The Contractor shall comply with Exhibit D, Contractor's EEO Certification.

9.7 COMPLIANCE WITH THE COUNTY'S JURY SERVICE PROGRAM

9.7.1 Jury Service Program

This Master Agreement is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code, a copy of which is attached as Exhibit E and incorporated by reference into and made a part of this Master Agreement.

9.7.2 Written Employee Jury Service Policy

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

contract with the County or a subcontract with a County Contractor and has received or will receive an aggregate sum of $50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full-time employee of the Contractor. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If the Contractor uses any Subcontractor to perform services for the County under the Master Agreement, the Subcontractor shall also be subject to the provisions of this Sub-paragraph. The provisions of this Subparagraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

3. If the Contractor is not required to comply with the Jury Service Program when the Master Agreement commences, the Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and the Contractor shall immediately notify the County if the Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if the Contractor no longer qualifies for an exception to the Jury Service Program. In either event, the Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Master Agreement and at its sole discretion,

that the Contractor demonstrate, to the County's satisfaction that the Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that the Contractor continues to qualify for an exception to the Program.

4. The Contractor's violation of this Subparagraph of the Master Agreement may constitute a material breach of the Master Agreement. In the event of such material breach, the County may, in its sole discretion, terminate the Master Agreement and/or bar the Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

9.8 CONFLICT OF INTEREST

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

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

identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this Sub-paragraph shall be a material breach of this Master Agreement.

9.9 CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF OR RE-EMPLOYMENT LIST

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

9.10 CONSIDERATION OF HIRING GAIN/GROW PROGRAM PARTICIPANTS

9.10.1 Should the Contractor require additional or replacement personnel after the effective date of this Master Agreement, the Contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that the Contractor will interview qualified candidates. The County will refer GAIN/GROW participants by job category to the Contractor.

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

9.11 CONTRACTOR RESPONSIBILITY AND DEBARMENT

9.11.1 Responsible Contractor

A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the County's policy to conduct business only with responsible Contractors.

9.11.2 Chapter 2.202 of the County Code

The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Contractor on this or other contracts which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in the Master Agreement, debar the Contractor from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five years but may exceed five years or be permanent if warranted by the circumstances, and terminate any or all existing contracts the Contractor may have with the County.

9.11.3 Non-responsible Contractor

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

9.11.4 Contractor Hearing Board

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

2. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.
3. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
4. If a Contractor has been debarred for a period longer than five (5) years, that Contractor may, after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the County.

5. The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the Contractor has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.
6. The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

9.11.5 Subcontractors of Contractor

These terms shall also apply to Subcontractors of County Contractors.

9.12 CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO CHILD SUPPORT ENFORCEMENT

The Contractor acknowledges that the County places a high priority on the enforcement of child support laws and the apprehension of child support evaders. The Contractor understands that it is the County's policy to encourage all County Contractors to voluntarily post the County's "L.A.'s Most Wanted: Delinquent Parents" poster in a prominent position at the

Contractor's place of business. The County's Child Support Services Department will supply the Contractor with the poster to be used.

9.13 CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW

The Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the County's policy to encourage all County Contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Contractor's place of business. The Contractor will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. The County's Department of Children and Family Services will supply the Contractor with the poster to be used.

9.14 CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

9.14.1 The Contractor acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through contract are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

9.14.2 As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the Contractor's duty under this Master Agreement to comply with all applicable provisions of law, the Contractor warrants that it is now in compliance and shall during the term of this Master Agreement maintain in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or

Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

9.15 COUNTY'S QUALITY ASSURANCE PLAN

The County or its agent will evaluate the Contractor's performance under this Master Agreement on not less than an annual basis. Such evaluation will include assessing the Contractor's compliance with all Master Agreement terms and conditions and performance standards. Contractor deficiencies which the County determines are severe or continuing and that may place performance of the Master Agreement in jeopardy if not corrected will be reported to the Board of Supervisors. The report will include improvement/corrective action measures taken by the County and the Contractor. If improvement does not occur consistent with the corrective action measures, the County may terminate this Master Agreement or impose other penalties as specified in this Master Agreement.

9.16 DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS

9.16.1 The Contractor shall repair, or cause to be repaired, at its own cost, any and all damage to County facilities, appurtenances, buildings, or grounds caused by the Contractor or employees or agents of the Contractor. Such repairs shall be completed according to the specifications and instructions provided by the Director and shall be completed immediately after the Contractor has become aware of such damage, but in no event later than thirty (30) days after the occurrence.

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

9.17 EMPLOYMENT ELIGIBILITY VERIFICATION

9.17.1 The Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Master Agreement meet the citizenship or alien status requirements

set forth in Federal and State statutes and regulations. The Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered employees for the period prescribed by law.

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

9.18 FACSIMILE REPRESENTATIONS

The County and the Contractor hereby agree to regard facsimile representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Change Notices and Amendments prepared pursuant to Section 8.0, and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed to Change Notices and Amendments to this Master Agreement, such that the parties need not follow up facsimile transmissions of such documents with subsequent (non-facsimile) transmission of “original” versions of such documents.

9.19 FAIR LABOR STANDARDS

The Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act and shall indemnify, defend, and hold harmless the County and its agents, officers, and employees from any and all liability, including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour

law, including, but not limited to, the Federal Fair Labor Standards Act, for work performed by the Contractor's employees for which the County may be found jointly or solely liable.

9.20 GOVERNING LAW, JURISDICTION, AND VENUE

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

9.21 INDEPENDENT CONTRACTOR STATUS

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

9.21.2 The Contractor shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Master Agreement all compensation and benefits. The County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the Contractor.

9.21.3 The Contractor understands and agrees that all persons performing work pursuant to this Master Agreement are, for purposes of Workers' Compensation liability, solely employees of the Contractor and not employees of the County. The Contractor shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of

the Contractor pursuant to this Master Agreement.

9.22 INDEMNIFICATION

The Contractor shall indemnify, defend and hold harmless the County, its Special Districts, the United States, the County of Los Angeles Flood Control District, their elected and appointed officers, employees, agents, and volunteers ("County Indemnitees") from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with the Contractor's acts and/or omissions arising from and/or relating to this Master Agreement, except for such loss or damage arising from the sole negligence or willful misconduct of the County Indemnitees. Contractor's duty to indemnify the County, the United States, and the County of Los Angeles Flood Control District, their agents, officers, and employees shall survive the expiration or other termination of this Master Agreement.

9.23 GENERAL PROVISIONS FOR ALL INSURANCE COVERAGE

Without limiting Contractor's indemnification of County and the United States, and in the performance of this Master Agreement and until all of its obligations pursuant to this Master Agreement have been met, Contractor shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in Sections 9.23 and 9.24 of this Master Agreement. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon Contractor pursuant to this Master Agreement. The County in no way warrants that the Required Insurance is sufficient to protect the Contractor for liabilities which may arise from or relate to this Master Agreement.

9.23.1 Evidence of Coverage and Notice to County

- Certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming County and the County of Los Angeles Flood Control District, their agents, officers, and employees (defined below)

have been given Insured status under the Contractor's General Liability policy, shall be delivered to County at the address shown below and provided prior to commencing services under this Master Agreement.

- Renewal Certificates shall be provided to County not less than 10 days prior to Contractor's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required Contractor and/or Sub-Contractor insurance policies at any time.
- Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Master Agreement by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the Contractor identified as the contracting party in this Master Agreement. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand ($50,000.00) dollars, and list any County required endorsement forms.
- Neither the County's failure to obtain, nor the County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the Contractor, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.

Certificates and copies of any required endorsements shall be sent to:

County of Los Angeles
Parks and Recreation
Contracts, Golf and Special Districts Division
301 North Baldwin Avenue

Arcadia, California 91007
Attention: Kandy Hays, Chief

Contractor also shall promptly report to County any injury or property damage accident or incident, including any injury to a Contractor employee occurring on County property, and any loss, disappearance, destruction, misuse, or theft of County property, monies or securities entrusted to Contractor. Contractor also shall promptly notify County of any third party claim or suit filed against Contractor or any of its Sub-Contractors which arises from or relates to this Master Agreement, and could result in the filing of a claim or lawsuit against Contractor and/or County.

9.23.2 Additional Insured Status and Scope of Coverage

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

9.23.3 Cancellation of Insurance

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

(10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of the Contract, in the sole discretion of the County, upon which the County may suspend or terminate this Contract.

9.23.4 Failure to Maintain Insurance

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

9.23.5 Insurer Financial Ratings

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

9.23.6 Contractor's Insurance Shall Be Primary

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

9.23.7 Waivers of Subrogation

To the fullest extent permitted by law, the Contractor hereby waives its rights and its insurer(s)'s rights of recovery against County under all the Required Insurance for any loss arising from or relating to this Master Agreement. The Contractor shall require its insurers to

execute any waiver of subrogation endorsements which may be necessary to effect such waiver.

9.23.8 Sub-Contractor Insurance Coverage Requirements

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

9.23.9 Deductibles and Self-Insured Retentions (SIRs)

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

9.23.10 Claims Made Coverage

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

9.23.11 Application of Excess Liability Coverage

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

9.23.12 Separation of Insureds

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

9.23.13 Alternative Risk Financing Programs

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

9.23.14 County Review and Approval of Insurance Requirements

The County reserves the right to review and adjust the Required Insurance provisions, conditioned upon County's determination of changes in risk exposures."

9.24 INSURANCE COVERAGE REQUIREMENTS

9.24.1 Commercial General Liability

Insurance (providing scope of coverage equivalent to ISO policy form CG 00 01), naming County and its Agents as an additional insured, with limits of not less than:

General Aggregate:	$4,000,000
Products/Completed Operations Aggregate:	$4,000,000
Personal and Advertising Injury:	$1,000,000
Each Occurrence:	$2,000,000

9.24.2 Automobile Liability

Insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than $1 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance shall cover liability arising out of Contractor's use of autos pursuant to this Master Agreement, including owned, leased, hired, and/or non-owned autos, as each may be applicable.

9.24.3 Workers Compensation and Employers' Liability

Insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than $1 million per accident. If Contractor will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer, and the endorsement form shall be modified to provide that County will receive not less than thirty (30) days advance written notice of cancellation of this coverage provision. If applicable to Contractor's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

9.24.4 Contractor's Pollution Liability Insurance

If in the course of operations it requires remediation of pollutants or application or handling of pollutants. Such insurance shall cover liability for personal injury and property damage arising from the release, discharge, escape, dispersal, or emission of asbestos or pollutants, whether gradual or sudden, and include coverage for the costs and expenses associated with voluntary clean-up, testing, monitoring, and treatment of asbestos in compliance with governmental mandate or requests. If the asbestos or pollutant will be removed from the construction site, asbestos or pollution liability is also required under the Contractor's or subcontractor's Automobile Liability Insurance. Contractor shall maintain limits of not less than $2 million

9.25 INTERPRETATION OF SPECIFICATIONS

9.25.1 Should any misunderstanding arise, the Director will interpret this Master Agreement. If the Contractor disagrees with the interpretation of the Director, the Contractor shall continue with the

work in accordance with the Director's interpretation. Within thirty (30) days after receipt of the interpretation, the Contractor may file a written request for a hearing before a Disputes Review Panel as provided hereinafter. The written request shall outline in detail the area of dispute.

9.25.2 The Disputes Review Panel will be appointed by the Director and will be composed of not less than three County personnel having experience in the administration of contracts. The panel will convene within one (1) week of appointment in order to hear all matters related to the dispute. The hearing will be informal and formal rules of evidence will not apply. The Panel will submit its recommendation to the Director, for his consideration, within one (1) week following the conclusion of the hearing. The Director shall render an interpretation based upon his review of the Panel's recommendation.

9.26 NONDISCRIMINATION AND AFFIRMATIVE ACTION

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

9.26.2 The Contractor shall certify to, and comply with, the provisions of Exhibit D, Contractor’s EEO Certification.

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

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

9.26.4 The Contractor certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, or physical or mental disability, marital status, or political affiliation.

9.26.5 The Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Master Agreement or under any project, program, or activity supported by this Master Agreement.

9.26.6 The Contractor shall allow County representatives access to the Contractor's employment records during regular business hours to verify compliance with the provisions of this Subsection 9.26 when so requested by the County.

9.26.7 If the County finds that any provisions of this Subsection 9.26 have been violated, such violation shall constitute a material breach of this Master Agreement upon which the County may terminate or suspend this Master Agreement. While the County reserves the right to determine independently that the anti-discrimination provisions of this Master Agreement have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that the Contractor has violated Federal or State anti-discrimination laws or regulations shall constitute a

finding by the County that the Contractor has violated the anti-discrimination provisions of this Master Agreement.

9.26.8 The parties agree that in the event the Contractor violates any of the anti-discrimination provisions of this Master Agreement, the County shall, at its sole option, be entitled to the sum of Five Hundred Dollars ($500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Master Agreement.

9.27 NON EXCLUSIVITY

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with the Contractor. This Master Agreement shall not restrict the Department of Parks and Recreation from acquiring similar, equal or like goods and/or services from other entities or sources.

9.28 NOTICE OF DELAYS

Except as otherwise provided under this Master Agreement, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Master Agreement, that party shall, within one (1) day, give notice thereof, including all relevant information with respect thereto, to the other party, as set forth in Sub-paragraph 9.31 below and by facsimiles, electronic mail and/or telephone.

9.29 NOTICES TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

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

9.30 NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW

The Contractor shall notify and provide to its employees, and shall require each Subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los

Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in Exhibit G of this Master Agreement and is also available on the Internet at www.babysafela.org for printing purposes.

9.31 NOTICES

All notices or demands required or permitted to be given or made under this Master Agreement shall be in writing and shall be faxed, electronically mailed (e-mailed), hand delivered with signed receipt, or mailed by first-class registered or certified mail, postage prepaid. The address to be used for any given notice served by mail upon the Contractor shall be _____, **Attention:** _____, _____. Any notice served by mail upon the County shall be addressed as identified in the attached Exhibit B, or such other place as may hereinafter be designated in writing to the Contractor by the Director. Addresses may be changed by either party giving ten (10) days prior written notice thereof to the other party. The Director shall have the authority to issue all notices or demands required or permitted by the County under this Master Agreement.

9.32 PUBLIC RECORDS ACT

9.32.1 Any documents submitted by the Contractor; all information obtained in connection with the County's right to audit and inspect the Contractor's documents, books, and accounting records pursuant to Subsection 9.34, Record Retention and Inspection/Audit Settlement, of this Master Agreement; as well as those documents which were required to be submitted in response to the Request for Statement of Qualifications (RFSQ) used in the solicitation process for this Master Agreement, become the exclusive property of the County. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary." The County shall not in any way be liable or responsible for the disclosure of any such records including, without

limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

9.32.2 In the event the County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a proposal marked "trade secret," "confidential," or "proprietary," the Contractor agrees to defend and indemnify the County from all costs and expenses, including reasonable attorney's fees, in an action or liability arising under the Public Records Act.

9.33 PUBLICITY

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

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

b. During the term of this Master Agreement, the Contractor shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the County without the prior written consent of the Director. The County shall not unreasonably withhold written consent.

9.33.2 The Contractor may, without the prior written consent of County, indicate in its proposals and sales materials that it has been awarded this Master Agreement with the County of Los Angeles, provided that the requirements of this Subparagraph 9.33 shall apply.

9.34 RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT

The Contractor shall maintain accurate and complete financial records of its activities and operations relating to this Master Agreement in accordance with

generally accepted accounting principles. The Contractor shall also maintain accurate and complete employment and other records relating to its performance of this Master Agreement. The Contractor agrees that the County, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Master Agreement. All such material, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, shall be kept and maintained by the Contractor and shall be made available to the County during the term of this Master Agreement and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by the Contractor at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the Contractor shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

9.34.1 In the event that an audit of the Contractor is conducted specifically regarding this Master Agreement by any Federal or State auditor, or by any auditor or accountant employed by the Contractor or otherwise, then the Contractor shall file a copy of such audit report with the County's Auditor-Controller within thirty (30) days of the Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Master Agreement. Subject to applicable law, the County shall make a reasonable effort to maintain the confidentiality of such audit report(s).

9.34.2 Failure on the part of the Contractor to comply with any of the provisions of this Sub-paragraph 9.34 shall constitute a material breach of this Master Agreement upon which the County may terminate or suspend this Master Agreement.

9.34.3 If, at any time during the term of this Master Agreement or within five (5) years after the expiration or termination of this Master Agreement, representatives of the County conduct an audit of the Contractor regarding the work performed under this Master Agreement, and if such audit finds that the County's dollar liability for any such work is less than the payments made by the County to the Contractor, then the difference shall be either: a) repaid by the Contractor to the County by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the Contractor from the County, whether under this Master Agreement or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to the Contractor, then the difference shall be paid to the Contractor by the County by cash payment, provided that in no event shall the County's maximum obligation for this Master Agreement exceed the funds appropriated by the County for the purpose of this Master Agreement.

9.35 RECYCLED BOND PAPER

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

9.36 REMEDIES/LIQUIDATED DAMAGES

9.36.1 If, in the judgment of the Director, the Contractor is deemed to be non-compliant with the terms and obligations assumed hereby, the Director, at his option, in addition to, or in lieu of, other remedies provided herein, may withhold the entire payment or deduct pro rata from the Contractor's invoice for work not performed. The work not performed and the amount to be withheld or deducted from payments to the Contractor from the County, will be forwarded to the Contractor by the Director in a written notice describing the reasons for said action.

9.36.2 If the Director determines that there are deficiencies in the performance of this Master Agreement that the Director deems are correctable by the Contractor over a certain time span, the Director will provide a written notice to the Contractor to correct the deficiency within specified time frames. Should the Contractor fail to correct deficiencies within said time frame, the Director may: (a) Deduct from the Contractor's payment pro rata, those applicable portions of the Contract Sum; and/or (b) Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the Contractor to correct a deficiency within the said specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages is One Hundred Dollars ($100) per day and that the Contractor shall be liable to the County for liquidated damages in said amount. Said amount shall be deducted from the County's payment to the Contractor; and/or upon giving five (5) days notice to the Contractor for failure to correct the deficiencies, the County may correct any and all deficiencies and the total costs incurred by completion of the work by an alternate source, whether it be County forces or a separate private contractor, will be deducted and forfeited from the payment to the Contractor from the County, as determined by the County. The action above shall not be construed as a penalty but as an adjustment of payment to the Contractor to recover County cost due to the failure of the Contractor to complete or comply with the provisions of this Master Agreement.

9.36.3 In addition to the remedies provided heretofore, this Master Agreement may be terminated per Subsection 9.40, Termination for Default, of the Master Agreement upon the Contractor's failure to correct deficiencies in a timely manner.

9.36.4 This Subparagraph shall not, in any manner, restrict or limit the County's right to damages for any breach of this Master Agreement provided by law or as specified in Subparagraph 9.36.2 above, and shall not, in any manner, restrict or limit the County's right to terminate this Master Agreement as agreed to herein.

9.37 SUBCONTRACTING

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

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

a. A description of the work to be performed by the subcontractor;
b. A draft copy of the proposed subcontract; and
c. Other pertinent information and/or certifications requested by the County.
d. The Contractor shall ensure delivery of all such documents to the Department at the address provided in Subsection 9.31, Notices, before any subcontractor employee may perform any work hereunder.

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

9.37.4 The County's consent to subcontract shall not waive the County's right to prior and continuing approval of any and all personnel, including subcontractor employees, providing services under this Master Agreement. The Contractor is responsible to notify its subcontractors of this County right.

9.37.5 The Director is authorized to act for and on behalf of the County with respect to approval of any subcontract and subcontractor employees.

9.37.6 The Contractor shall be solely liable and responsible for all payments or other compensation to all subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the County's consent to subcontract.

9.37.7 In the event Director should consent to subcontracting:

a. each and all of the provisions of this Master Agreement and any amendment thereto shall extend to and be binding upon and inure to the benefit of the successors or administrators of the respective parties; and

b. the Contractor shall include in all subcontracts the following provision: "This Contract is a subcontract under the terms and conditions of a prime Master Agreement with the County of Los Angeles. All representations and warranties shall inure to the benefit of the County of Los Angeles."

9.37.8 The Contractor shall obtain all Certificates of Insurance, which establish that the Subcontractor maintains all the programs of insurance required by the County, from each approved Subcontractor.

9.37.9 The Contractor shall indemnify, defend, and hold harmless County from any and all liability arising or resulting from the employment of any subcontractors and their employees in the same manner as for the Contractor's own employees.

9.38 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

Failure of the Contractor to maintain compliance with the requirements set forth in Subparagraph 9.14, Contractor's Warranty of Adherence to County's Child Support Compliance Program, shall constitute default under this Master

Agreement. Without limiting the rights and remedies available to the County under any other provision of this Master Agreement, failure of the Contractor to cure such default within ninety (90) calendar days of written notice shall be grounds upon which the County may terminate this Master Agreement pursuant to Subparagraph 9.40, Termination for Default, and pursue debarment of the Contractor, pursuant to County Code Chapter 2.202.

9.39 TERMINATION FOR CONVENIENCE BY COUNTY

9.39.1 This Master Agreement may be terminated, in whole or in part, from time to time, when such action is deemed by the County, in its sole discretion, to be in its best interest. Termination of work hereunder shall be effected by delivery to the Contractor of a Notice of Termination specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than ten (10) days after the notice is sent.

9.39.2 After receipt of a Notice of Termination and except as otherwise directed by the County, the Contractor shall:

a. Stop work under this Master Agreement on the date and to the extent specified in such notice, and

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

9.39.3 After receipt of a Notice of Termination, the Contractor shall submit to the Director, in the form and with the certification as may be prescribed by the County, its termination claim and invoice. Such claim and invoice shall be submitted promptly, but not later than three (3) months from the effective date of termination. Upon failure of the Contractor to submit its termination claim and invoice within the time allowed, the County may determine, on the basis of information available to the County, the amount, if any, due to the Contractor in respect to the termination, and such determination

shall be final. After such determination is made, the County shall pay the Contractor the amount so determined.

9.39.4 Subject to the provisions of the paragraph immediately above, the County and the Contractor shall negotiate an equitable amount to be paid to the Contractor by reason of the total or partial termination of work pursuant to this clause which amount may include a reasonable allowance for profit on services rendered but shall not include an allowance on services terminated. The County shall pay the agreed amount, provided that such amount shall not exceed the total funding obligated under this Master Agreement as reduced by the amount of payments otherwise made and as further reduced by the Master Agreement price of services not terminated.

9.39.5 In the event that, following service of the Notice of Termination of this Master Agreement under the provisions of this clause, it is determined for any reason that the Contractor was not in default under the provisions of this clause, that the default was excusable under provisions of this clause, or the Contractor has, to the satisfaction of the Director, cured any default, the Director shall issue, within five (5) business days, a rescission of the Notice of Termination, and the rights and obligations of the parties shall be the same as if the Notice of Termination had not been issued.

9.40 TERMINATION FOR DEFAULT

9.40.1 The County may, by written notice to the Contractor, terminate the whole or any part of this Master Agreement, in the following circumstances:

a. The Contractor has materially breached this Master Agreement;

b. The Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required under this Master Agreement;

c. The Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements under this Master

Agreement, or of any obligations of this Master Agreement and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.

9.40.2 Upon the occurrence of Subparagraph 9.40.1, this Master Agreement shall be subject to termination. As a condition precedent thereto, the Director shall give the Contractor a minimum of three (3) days notice by registered or certified mail or personal service of the date set for termination thereof; the grounds therefor; and that an opportunity to be heard thereon will be afforded on or before said termination date, if request is made therefor.

9.40.3 Notwithstanding the above, the Director, in his/her sole discretion, may refrain from recommending immediate termination of this Master Agreement for default if the Director, in his/her sole discretion, determines that the default is capable of being cured and (1) the Contractor cures its default within a five (5) day period after notice is given, or (2) if the default cannot reasonably be cured within the five (5) days after notice is given, the Contractor reasonably commences to cure its default within the five (5) day period and diligently and in good faith continues to cure the default. If the Contractor fails to cure the default to the Director's satisfaction, the Director shall recommend termination for default to the Board of Supervisors.

9.40.4 In the event that the County terminates this Master Agreement in whole or in part as provided in this section, the County may procure, upon such terms and in such manner as the County may deem appropriate, goods and services similar to those so terminated. Any excess costs, as determined by the Director, arising therefrom over and above the contract sum may be charged against the Contractor. The Contractor shall continue the performance of this Master

Agreement to the extent not terminated under the provisions of this Subparagraph.

9.40.5 Except with respect to defaults of any subcontractor, the Contractor shall not be liable for any such excess costs of the type identified in Subparagraph 9.40.4 if its failure to perform this Master Agreement arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not limited to: acts of God or of a public enemy, acts of the County in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule. As used in this Subparagraph 9.40.5, the term “subcontractor” and “subcontractors” mean subcontractor(s) at any tier.

9.40.6 In the event the County terminates this Master Agreement in its entirety due to the Contractor’s default as provided in Subparagraph 9.40.1, the Contractor and the County agree that the County will have actual damages, which are extremely difficult to calculate and impracticable to fix and which will include, but are not limited to, the County’s costs of procurement of replacement services and costs incurred due to delays in procuring such services. Therefore, the Contractor and the County agree that the County shall, at its sole option and in lieu of the provisions of Subparagraph 9.40.2, be entitled to liquidated damages from the

Contractor, pursuant to California Civil Code Section 1671, in the amount of Five Thousand Dollars ($5,000) or five percent (5%) of the applicable year's Contract sum, whichever is less, as equitable compensation to the County for such actual damages. This amount of liquidated damages shall be either paid by the Contractor to the County by cash payment upon demand or, at the sole discretion of the Director, or designee, deducted from any amounts due to the Contractor by the County, whether under this Master Agreement or otherwise.

- These liquidated damages shall be in addition to any credits, which the County is otherwise entitled to under this Master Agreement, and the Contractor's payment of these liquidated damages shall not in any way change, or affect the provisions of Subsection 9.22, Indemnification.

9.40.7 In the event that, following service of the Notice of Termination of this Master Agreement under the provisions of this Subparagraph 9.40, it is determined for any reason that the Contractor was not in default under the provisions of this Subparagraph 9.40, that the default was excusable under provisions of this Subparagraph 9.40, or Contractor has, to the satisfaction of the Director, cured any default, the Director shall issue, within five (5) business days, a rescission of the Notice of Termination, and the rights and obligations of the parties shall be the same as if the Notice of Termination had not been issued.

9.40.8 The rights and remedies of the County provided in this Subparagraph 9.40 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Master Agreement.

9.41 TERMINATION FOR IMPROPER CONSIDERATION

9.41.1 The County may, by written notice to the Contractor, immediately terminate the right of the Contractor to proceed under this Master

Agreement if it is found that consideration, in any form, was offered or given by the Contractor, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing this Master Agreement or securing favorable treatment with respect to the award, amendment, or extension of this Master Agreement or the making of any determinations with respect to the Contractor's performance pursuant to this Master Agreement. In the event of such termination, the County shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default by the Contractor.

9.41.2 The Contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.

9.41.3 Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.

9.42 TERMINATION FOR INSOLVENCY

9.42.1 The County may terminate this Master Agreement forthwith in the event of the occurrence of any of the following:

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

b. The filing of a voluntary or involuntary petition regarding the Contractor under the Federal Bankruptcy Code;

c. The appointment of a Receiver or Trustee for the Contractor; or

d. The execution by the Contractor of a general assignment for the

benefit of creditors.

9.42.2 The rights and remedies of the County provided in this Subsection 9.42 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Master Agreement.

9.43 TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE

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

9.44 TERMINATION FOR NON-APPROPRIATION OF FUNDS

Notwithstanding any other provision of this Master Agreement, the County shall not be obligated for the Contractor's performance hereunder or by any provision of this Master Agreement during any of the County's future fiscal years unless and until the County's Board of Supervisors appropriates funds for this Master Agreement in the County's Budget for each such future fiscal year. In the event that funds are not appropriated for this Master Agreement, then this Master Agreement shall terminate as of June 30 of the last fiscal year for which funds were appropriated. The County shall notify the Contractor in writing of any such non-allocation of funds at the earliest possible date.

9.45 TERMINATION UPON TRANSFER OF TITLE OR PARK CLOSURE

Notwithstanding any other provision of this Master Agreement, the County reserves the right to transfer title or close one or more of the facilities described in Exhibit A, Statement of Work, Section 2.0, Facilities, attached hereto and incorporated herein by reference (hereinafter, Exhibit A, Section 2.0, Facilities).

9.45.1 In the event the County transfers title of one or more of the facilities described in Exhibit A, Section 2.0, Facilities, to a governmental agency (assignee), the County reserves the right to:

9.45.1.1 Terminate this Master Agreement or, provided there is consent by an assignee, assign the County's interest in this Master Agreement to said assignee. The County shall provide the Contractor with notice of termination or assignment of this Master Agreement pursuant to this provision; or

9.45.1.2 Delete the transferred facility(ies) from the Master Agreement or, provided there is consent by an assignee, assign those portions of the Master Agreement dealing with the transferred facility(ies) to said assignee. The County shall provide the Contractor with notice of deletion or assignment of said facility(ies) pursuant to this provision from this Master Agreement.

9.45.2 In the event the County closes one or more of the facilities described in Exhibit A, Section 2.0, Facilities, the County reserves the right to:

9.45.2.1 Terminate this Master Agreement upon the effective date of such closure(s). Upon the effective date of park closures(s), the Contractor shall immediately cease its operations, and within fifteen (15) days therefrom remove all items of its personal property, equipment and inventory. The County shall provide advance notice to the Contractor of such park closure(s); or

9.45.2.2 Delete the facility(ies) to be closed from the Master Agreement. Upon the effective date of park closure(s), the Contractor shall immediately cease its operations at said facility(ies), and within fifteen (15) days therefrom remove all items of its personal property, equipment and

inventory. The County shall provide advance notice to the Contractor of such park closure(s).

9.46 VALIDITY

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

9.47 WAIVER

No waiver by the County of any breach of any provision of this Master Agreement shall constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time, or from time to time, any provision of this Master Agreement shall not be construed as a waiver thereof. The rights and remedies set forth in this Subparagraph 9.47 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Master Agreement.

9.48 WARRANTY AGAINST CONTINGENT FEES

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

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

9.49 CONTRACTOR'S WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

9.49.1 Contractor acknowledges that County has established a goal of ensuring that all individuals and businesses that benefit financially from County through contract are current in paying their property tax obligations (secured and unsecured toll) in order to mitigate the

economic burden otherwise imposed upon County and its tax payers.

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

9.50 CONTRACTOR ALERT REPORTING DATABASE

The County maintains databases that track/monitor Contractor performance history. Information entered into such databases may be used for a variety of purposes, including determining whether the County will exercise a contract term extension option.

9.51 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTIONS PROGRAM

Failure of Contractor to maintain compliance with the requirements set for in Paragraph 9.49, Contractor's Warranty of Compliance with County's Defaulted Property Tax Reduction Program, shall constitute default under this Master Agreement. Without limiting the rights and remedies available to County under any other provisions of this Master Agreement, failure of Contractor to cure such default within 10 days of notice shall be grounds upon which County may terminate this Master Agreement and/or pursue debarment of Contractor, pursuant to County code chapter 2.206.

9.52 GREEN INITIATIVES

Contractor shall use reasonable efforts to initiate "green" practices for environmental and energy conservation benefits. Contractor shall purchase, store, and use environmentally and human friendly products that are compatible with products used by County. County shall determine and approve Contractor's products prior to their use.

10.0 UNIQUE TERMS AND CONDITIONS

10.1 LOCAL SMALL BUSINESS ENTERPRISE (SBE) PREFERENCE PROGRAM

10.1.1 This Master Agreement is subject to the provisions of the County's ordinance entitled Local Small Business Enterprise Preference Program, as codified in Chapter 2.204 of the Los Angeles County Code.

10.1.2 The Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Local Small Business Enterprise.

10.1.3 The Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a Local Small Business Enterprise.

10.1.4 If the Contractor has obtained County certification as a Local Small Business Enterprise by reason of having furnished incorrect supporting information or by reason of having withheld information, and which the Contractor knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this Master Agreement to which the Contractor would not otherwise have been entitled, shall:

1. Pay to the County any difference between the Master Agreement amount and what the County's costs would have been if the Master Agreement had been properly awarded;
2. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than 10 percent of the amount of the Master Agreement; and

3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

The above penalties shall also apply if the Contractor is no longer eligible for certification as a result of a change in their status and the Contractor failed to notify the State and the County's Office of Affirmative Action Compliance of this information.

10.2 COUNTY'S SMOKING BAN ORDINANCE

This Master Agreement is subject to the provisions of the County's ordinance entitled Los Angeles County Code Title 17, Parks, Beaches, and Other Public Places, prohibiting smoking at County Parks ("Smoking Ban Ordinance") as codified in Sections 17.04.185 through 17.04.650 of the Los Angeles County Code, a copy of which is attached as Exhibit K and incorporated by reference into and made part of this Master Agreement.

10.3 TRANSITIONAL JOB OPPORTUNITY PREFERENCE PROGRAM

10.3.1 This Master Agreement is subject to the provisions of the County's ordinance entitled Transitional Job Opportunities Preference Program, as Codified in Chapter 2.205 of the Los Angeles County Code.

10.3.2 Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Transitional Job Opportunity vendor.

10.3.3 Contractor shall not willfully and knowingly make false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a Transitional Job Opportunity vendor.

10.3.4 If Contractor has obtained County certification as Transitional Job Opportunity vendor by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished

was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this Master Agreement to which it would not otherwise have been entitled, shall:

1. Paying to the County any difference between the Master Agreement amount and what the County's costs would have been if the Master Agreement has been properly awarded;
2. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than 10 percent (10%) of the amount of the Master Agreement; and
3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contract Non-responsibility and Contractor Debarment).

10.3.5 The above penalties shall also apply to any entity that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the certifying department of this information prior to responding to a solicitation or accepting a contract award.

11.0 MAJOR LEASE PROVISIONS AND REQUIREMENTS (SANTA FE DAM RECREATION AREA)

This Master Agreement is granted subject to all rights and privileges retained by the United States of America, Department of the Army, (hereinafter: United States) within the Santa Fe Dam Recreational Area pursuant to the provisions and conditions of the "Department of the Army Lease for Park and Recreational Purposes Santa Fe Dam Flood Control Basin, No. DACW09-1-76-72", as approved by the Board of Supervisors of Los Angeles County on April 24, 1976 and granted to County by the Secretary of the Army under authority of 16 U.S.C. 460d, as amended. Accordingly, Contractor accepts and agrees to be bound by the following conditions thereof:

a. That the primary purpose of the Santa Fe Dam Flood Control Basin is the control of flood, and nothing herein expressed or implied shall be construed so as to conflict with that purpose.
b. That the premises shall be subordinate to the use thereof by the Department of the Army in the operation and maintenance of the Santa Fe Dam Flood Control and Basin.
c. That the exercise of the privileges granted herein shall conform to such rules and regulations as may be prescribed by the Secretary of the Army to govern the public use of the Santa Fe Dam Recreational Area, and shall be subject to the general supervision of the District Engineer.
d. That the United States shall be held harmless from all claims which may arise from or be incident to the exercise of the privileges granted herein.
e. That the United States and the Los Angeles County Flood Control District shall not be liable for damages to property or injuries to persons which may arise from or be incidental to the exercise of the privileges granted herein or for damages to the property of Contractor, or for damages to the property or injuries to the person of Contractor and/or the officers, agents, servants or employees or others who may be on the premises at their invitation or the invitation of any one of them, arising from or incident to the flooding of said premises by the United States or the Los Angeles County Flood Control District, or flooding from any other cause, or arising from or incident to any other governmental activities on the premises, and Contractor shall hold the United States, the Los Angeles County Flood Control District and the County of Los Angeles harmless from any and all such claims.
f. That this Agreement shall be subject to the prior approval of the District Engineer.
g. That charges for services rendered and for the use of the premises shall be reasonable and shall have the prior written approval of the District Engineer.
h. That Contractor shall hold the United States, the Los Angeles County Flood District and the County of Los Angeles harmless from any and all claims or rights of action for damages which may or might arise or accrue to Contractor

and/or the officers, agents, servants, employees or others who may be on the premises at their invitation or the invitation of any one of them, by reason of injuries to the property, or the person of any of them resulting from the entry upon or the use of the premises, by the United States, the Los Angeles County Flood Control District, the County of Los Angeles or any one of them at anytime, for any purpose necessary or convenient in connection with river and flood control work, or for the removal of timber required or necessary for such work, or by reason of the flooding of the premises, or any part thereof, when in the judgment of any of them such flooding is necessary in connection with flood control work.

i. That the premises shall not be used for human habitation except for night watchmen or patrolmen. Any such night watchmen or patrolmen, and any structures or trailers located on the premises for the use of such persons shall be subject to the prior approval thereof by the District Engineer.

j. That the United States, its officers, agents and employees may enter upon the premises at any time for any purpose necessary or convenient in connection with river and flood control work, and to remove therefrom timber or other material required or necessary for such work, to flood said premises when necessary, and/or to make any other use thereof as may be necessary in connection with flood control work, and Contractor shall have no claim for damages of any character on account thereof against the United States or any agent, officer, or employee thereof.

k. That the United States may construct, or permit the construction of, facilities for military requirements and for communications, electrical distribution or transmission, water supply, flood channels, sewage disposal and similar purposes on the premises, and Contractor shall have no claim for compensation for damage of any character on account thereof.

l. That this Agreement may be revoked by the Secretary of the Army in the event the County and/or Contractor violates any of the terms and conditions of this Agreement and persists therein for a period of thirty (30) days after notice thereof in writing by the District Engineer. Upon any such revocation,

Contractor shall vacate the premises, remove all property therefrom and restore said premises to a condition satisfactory to the District Engineer within such time as the Secretary of the Army may designate. In the event of failure or neglect to remove property and/or restore the premises, then, at the option of the Secretary of the Army, said property shall either become the property of the United States without compensation therefor, or the Secretary of the Army may cause it to be removed and the premises to be so restored at the expense of Contractor, and no claim for damages against the United States or its officers or agents shall be created by or made on account of such removal and restoration work.

m. That no member of or delegate to Congress or resident commissioner shall be admitted to any share or part of this Agreement or of the benefits arising from the Contractor's operations at Santa Fe Dam Recreational Area pursuant to this Agreement. Nothing, however, herein contained shall be construed to extend to any incorporated company, if said Agreement is for the general benefit of such corporation or company.

12.0 MAJOR LEASE PROVISIONS AND REQUIREMENTS (WHITTIER NARROWS RECREATION AREA)

This Master Agreement is granted subject to all rights and privileges retained by the United States of America, Department of the Army, (hereinafter: United States) within the Whittier Narrows Recreation Area pursuant to the provisions and conditions of the "Department of the Army Lease for Park and Recreational Purposes Whittier Narrows Flood Control Basin, No. DACW09-1-86-43" (hereinafter “Master Lease”, as approved by the Board of Supervisors of Los Angeles County on April 14, 1987 and granted to County by the Secretary of the Army under authority of 16 U.S.C. 460d, as amended. Accordingly, the terms of the Master Lease are incorporated by reference herein. Contractor accepts and agrees to be bound by the following conditions:

a. That the primary purpose of the Whittier Narrows Flood Control Basin is the flood risk management, and nothing herein expressed or implied shall be construed so as to conflict with that purpose.

b. That the Premises shall be subordinate to the use thereof by the United States in the operation and maintenance of the Whittier Narrows Flood Control Basin.

c. That the exercise of the privileges granted herein shall conform to such rules and regulations as may be prescribed by the Secretary of the Army to govern the public use of the Whittier Narrows Recreation Area, and shall be subject to the general supervision of the District Engineer.

d. That the United States shall be held harmless from all claims which may arise from or be incident to the exercise of the privileges granted herein.

e. That the United States and the Los Angeles County Flood Control District shall not be liable for damages to property or injuries to persons which may arise from or be incidental to the exercise of the privileges granted herein or for damages to the property of Contractor, or for damages to the property or injuries to the person of Contractor and/or the officers, agents, servants or employees or others who may be on the Premises at their invitation or the invitation of any one of them, arising from or incident to the flooding of said Premises by the United States or the Los Angeles County Flood Control District, or flooding from any other cause, or arising from or incident to any other governmental activities on the Premises, and Contractor shall hold the United States, the Los Angeles County Flood Control District and the County of Los Angeles harmless from any and all such claims.

f. That this Agreement shall be subject to the prior approval of the District Engineer.

g. That charges for services rendered and for the use of the Premises shall be reasonable and shall have the prior written approval of the District Engineer.

h. That Contractor shall hold the United States, the Los Angeles County Flood District and the County of Los Angeles harmless from any and all claims or rights of action for damages which may or might arise or accrue to Contractor and/or the officers, agents, servants, employees or others who may be on the Premises at their invitation or the invitation of any one of them, by reason of injuries to the property, or the person of any of them resulting from the entry upon or the use of the Premises, by the United States, the Los Angeles County

Flood Control District, the County of Los Angeles or any one of them at anytime, for any purpose necessary or convenient in connection with river and flood risk management work, or for the removal of timber required or necessary for such work, or by reason of the flooding of the Premises, or any part thereof, when in the judgment of any of them such flooding is necessary in connection with flood risk management work.

i. That the Premises shall not be used for human habitation except for night watchmen or patrolmen. Any such night watchmen or patrolmen, and any structures or trailers located on the Premises for the use of such persons shall be subject to the prior approval thereof by the District Engineer.

j. That the United States, its officers, agents and employees may enter upon the Premises at any time for any purpose necessary or convenient in connection with river and flood risk management work, and to remove therefrom timber or other material required or necessary for such work, to flood said Premises when necessary, and/or to make any other use thereof as may be necessary in connection with flood risk management work, and Contractor shall have no claim for damages of any character on account thereof against the United States or any agent, officer, or employee thereof.

k. That the United States may construct, or permit the construction of, facilities for military requirements and for communications, electrical distribution or transmission, water supply, flood channels, sewage disposal and similar purposes on the Premises, and Contractor shall have no claim for compensation for damage of any character on account thereof.

l. That this Agreement may be revoked by the Secretary of the Army in the event the County and/or Contractor violates any of the terms and conditions of this Agreement and persists therein for a period of thirty (30) days after notice thereof in writing by the District Engineer. Upon any such revocation, Contractor shall vacate the Premises, remove all property therefrom and restore said Premises to a condition satisfactory to the District Engineer within such time as the District Engineer may designate. In the event of failure or neglect to remove property and/or restore the Premises, then, at the option of

the District Engineer, said property shall either become the property of the United States without compensation therefor, or the District Engineer may cause it to be removed and the Premises to be so restored at the expense of Contractor, and no claim for damages against the United States or its officers or agents shall be created by or made on account of such removal and restoration work.

m. That no member of or delegate to Congress or resident commissioner shall be admitted to any share or part of this Agreement or of the benefits arising from the Contractor's operations at Whittier Narrows Recreation Area pursuant to this Agreement. Nothing, however, herein contained shall be construed to extend to any incorporated company, if said Agreement is for the general benefit of such corporation or company.

13.0 ENTIRE MASTER AGREEMENT

This document and the Exhibit(s) attached hereto constitute the entire Master Agreement between County and Contractor for as-needed aquatic weed and algae growth control services to be provided for Various Lake Facilities. All other agreements, promises and representations with respect thereto, other than those contained herein, are expressly revoked, as it has been the intention of the parties to provide for a complete integration within the provisions of this document, and the Exhibit(s) attached hereto, the terms, conditions, promises and covenants relating to the as-needed aquatic weed and algae growth control services of Various Lake Facilities. The unenforceability, invalidity, or illegality of any provision of this Master Agreement shall not render the other provisions thereof unenforceable, invalid or illegal. No change to this Master Agreement shall be valid unless prepared pursuant to Paragraph 8.0, Changes Notices and Amendments, and signed by both parties.

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IN WITNESS WHEREOF, Contractor has executed this Master Agreement, or caused it to be duly executed and the County of Los Angeles, by order of its Board of Supervisors has caused this Master Agreement to be executed on its behalf by the Director of the Department of Parks and Recreation thereof, the day, month and year first above written.

COUNTY OF LOS ANGELES

By_____
Russ Guiney, Director
Department of Parks and Recreation

CONTRACTOR

By_____

APPROVED AS TO FORM:

JOHN KRATTLI
County Counsel

By_____
Christina A. Salseda
Principal Deputy County Counsel

EXHIBIT A

As-Needed Services
Aquatic Weed and Algae Growth Control
STATEMENT OF WORK
I. ADMINISTRATIVE SPECIFICATIONS

1.0 GENERAL REQUIREMENTS

1.1 The Contractor shall thoroughly complete each task in a professional, workmanlike manner. To this end, the Contractor will use quality equipment and materials that comply with all current regulations. The safety of workers, passersby, and the public shall be paramount.

1.2 The Contractor shall provide the labor, materials, equipment, and all other related items necessary for the provision of aquatic weed and algae growth control services, except as otherwise specified hereinafter. Tasks shall be performed with nothing but the highest of standards at no less than the frequencies set forth herein.

1.3 The Contractor is hereby required to render and provide aquatic weed and algae growth control services pursuant to specifications and frequencies established by the County of Los Angeles Department of Parks and Recreation, as set forth herein or revised by the County.

1.4 The Contractor shall not work or perform any operations, particularly during periods of inclement weather, which may destroy or damage groundcover, athletic or turf areas.

1.5 The Contractor recognizes, that during the course of this Contract, other activities and operations may be conducted by County work forces and other contracted parties. These activities may include, but not be limited to, landscape refurbishment, irrigation system modification or repair, construction and/or storm related operations. The Contractor may be required to modify or curtail certain tasks and operations and shall promptly comply with any request therefor by the Director.

1.6 The Contractor shall, during the hours and days of service, as identified in Section 6.0, respond to all emergencies within two (2) hours of notification.

1.7 The Contractor shall be required to clearly identify and equip each vehicle used at said facilities with decals on the exterior right and left front door panels identifying the Contractor's name, and phone number.

2.0 FACILITIES

EXHIBIT A

2.1 The lakes to be serviced under the provisions of this Contract are as follows and are specifically located within park boundaries at the addresses identified below:

Alondra Community Regional Park, 3850 W. Manhattan Bch. Blvd., Lawndale
Apollo Community Regional Park, 4555 W. Avenue G, Lancaster
Frank G. Bonelli Regional Park, 120 Via Verde Drive, San Dimas
Castaic Lake State Recreation Area, 32132 Castaic Lake Drive, Castaic
Cerritos Community Regional Park, 19700 S. Bloomfield Avenue, Cerritos
Kenneth Hahn State Recreation Area, 4100 N. La Cienega Blvd., Los Angeles
La Mirada Community Regional Park, 13701 S. Adelfa Avenue, La Mirada
Ervin Magic Johnson Recreation Area, 905 E. El Segundo Blvd., Los Angeles
Santa Fe Dam Recreation Area, 15501 E. Arrow Hwy., Irwindale
South Coast Botanic Garden, 26300 Crenshaw Blvd., Palos Verdes Peninsula
Whittier Narrows Recreation Area, 750 S. Santa Anita Ave., South El Monte

2.2 The Contractor acknowledges personal inspection of the lakes and facilities and the surrounding areas and has evaluated the extent to which the physical condition thereof will affect the services to be provided.

3.0 CERTIFICATIONS/REPORTS

3.1 Service Function Report

The Contractor shall maintain and keep current a report that records when all service functions performed by the Contractor's personnel were completed. Said report shall be in a form and content acceptable to the Director and will be made available to the Director upon request. The payment may not be made if such report is requested and is not made available or is in a form that is unacceptable to the Director.

3.2 Certifications and Chemical Use Report

3.2.1 Prior to any chemical, disease and/or pest control work performed, a copy of the Pest Control Advisor recommendation for each application (site specific) shall be provided to County's Project Manager and the applicator.

3.2.2 Upon completion of any chemical, disease and/or pest control application, the Contractor shall submit a chemical use report that includes a valid licensed California Pest Control Advisor's recommendations and copies of corresponding Agricultural Commissioner's Pesticide Use Reports signed by a licensed California Pest Control Operator. In addition, the report shall be accompanied by a listing of each material used, quantity used, the location of use, the date used, the person responsible for the report, the applicator's name and the license number under which the applicator was operating.

3.2.3 The Contractor shall submit the chemical use report (site specific) with each invoice. This shall be in addition to the copy of the report

(site specific) that is submitted to the County Agricultural Commissioner and other appropriate agencies.

3.2.4 Records of all operations stating dates, times, methods of application, chemical formulations, applicators' names and weather conditions shall be made and retained in an active file during the term of the contract and for a minimum of three (3) years after expiration or termination of the contract.

4.0 ADDITIONAL WORK

4.1 As authorized in Section 8.0, Change Notices and Amendments, of the Contract, the Director may at his discretion, modify the Contractor's Schedule when such work arises out of extraordinary incidents such as vandalism, Acts of God, and third party negligence; or services required due to new or the modification of existing facilities or recreation programs.

4.2 If the Contractor, upon inspection of the lake, finds aquatic weed and/or algae growth not identified in the Work Order Request, the Contractor may submit a separate bid package for that specific variety or varieties found. However, the following procedures must be followed:

- the aquatic weed or algae growth must be identified;
- the acreage and average depth of the proposed treatment area must be stated; and
- the specifications identified in the Work Order Request for that specific facility must be adhered to for the new variety(ies) and submitted in the same format.

4.3 No additional work shall commence without a written authorization from the Director.

5.0 SAFETY

5.1 The Contractor agrees to perform all work outlined in this Contract in such a manner as to meet all accepted standards for safe practices during the service operation and to safely maintain stored equipment, machines, and materials or other hazards consequential or related to the work; and agrees additionally to accept the sole responsibility for complying with all local, County, State, Federal or other legal requirements including but not limited to, full compliance with the terms of the applicable O.S.H.A. and CAL-O.S.H.A. Safety Orders at all times so as to protect all persons, including the Contractor's employees, agents of the County, vendors, members of the public or others from foreseeable injury, or damage to their property. The Contractor shall inspect all potential hazards at said facilities and keep a log indicating date inspected and action taken.

5.2 It shall be the Contractor's responsibility to inspect, and identify, any condition(s) that renders any portion of the premises unsafe, as well as any unsafe practices occurring thereon. The Director shall be notified immediately of any unsafe condition that requires major correction. The Contractor shall be responsible for making minor corrections including, but not limited to: using barricades or traffic cones to alert patrons of the existence of hazards. During normal hours the Contractor shall obtain emergency medical care for any member of the public who is in need thereof, because of illness or injury occurring on the premises. The Contractor shall cooperate fully with the County in the investigation of any accidental injury or death occurring on the premises, including a complete written report thereof to the Director within five (5) days following the occurrence.

6.0 HOURS AND DAYS OF SERVICES

6.1 The hours and dates of services shall be established when services are procured at each facility.

6.2 The Contractor shall provide adequate staffing to perform the required lake ancillary services during the prescribed service. Any changes in the days and hours of operation prescribed above shall be subject to approval by the Director.

6.3 Per the State of California Labor Code, the Contractor is directed to the following prescribed requirement with respect to the hours of employment. Eight (8) hours of labor under this Contract shall constitute a legal day's work and said Contractor shall not require or permit any laborer, worker or mechanic, or any subcontractor employed by him to perform any of the work described herein to labor more than eight (8) hours during any one day or more than forty (40) hours during any one calendar week, except as authorized by Labor Code Section 1815, under penalty of paying to the County the sum of Twenty-Five Dollars ($25) for each laborer, worker or mechanic employed in the execution of said Contract by the Contractor, or any subcontractor under the Contractor, upon any of the work included in said Contract for each calendar day during which such laborer, worker, technician, specialist or mechanic is required or permitted to labor more than eight (8) hours in any one calendar day or forty (40) hours in any one calendar week, in violation of the provisions of Section 1811 to 1815, inclusive, of the Labor Code of the State of California.

7.0 SERVICE SCHEDULES

7.1 The Contractor shall submit revised schedules when actual performance differs substantially from planned performance. Said revisions shall be submitted to the Director for his review, and, if appropriate, his approval, within five (5) working days prior to the scheduled time for the work.

7.2 The above provision is not construed to eliminate the Contractor's responsibility in complying with the requirements to notify all Federal, State, County and local officials, as applicable, prior to commencing the use of chemicals.

8.0 SIGNS/IMPROVEMENTS

The Contractor shall not post signs or advertising matter upon the premises or improvements thereon, unless prior approval therefor is obtained from the Director.

9.0 NON-INTERFERENCE

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

10.0 USE OF CHEMICALS

10.1 All work involving the use of chemicals shall be in compliance with all Federal, State, County and local laws and will be accomplished by a Qualified Applicator under the direction of a Licensed Pest Control Advisor. The Contractor, in complying with the California Food and Agricultural Code, shall provide a copy of a valid Pest Control Business License, a valid Pest Control Advisor's License and a Qualified Applicator's License prior to using any and all applicable chemicals within the area(s) to be serviced.

10.2 The Contractor, in addition to complying with the California Food and Agricultural Code, must be registered with the Los Angeles County Agricultural Commission. The Contractor shall also be certified in categories E of the Pest Control Advisor's License and in category F of the Qualified Applicator's License.

10.3 A listing of proposed chemicals to be used including: commercial name, application rates and type of usage shall be submitted to the Director for approval at the commencement of the contract. No work shall begin until written approval of use is obtained from the Director.

10.4 Chemicals shall only be applied by those persons possessing a valid California Certified Applicator's license. Application shall be in strict accordance with all governing regulations.

10.5 All chemicals requiring a special permit for use must be registered with the County Agricultural Commissioner's Office and a permit obtained with a copy to the Los Angeles County Department of Parks and Recreation.

10.6 All regulations and safety precautions listed in the "Pesticide Information and Safety Manual" published by the University of California at Berkley shall be adhered to.

10.7 Chemicals shall be applied when air currents are still; preventing drifting onto adjacent property and preventing any toxic exposure to persons whether or not they are in or near the area of application.

10.8 Notice must be given to appropriate Federal, State, County and local governing agencies prior to applying chemicals.

11.0 NOISE

Contractor shall not prepare for or initiate any motorized operations or use any motorized equipment before 7:00 a.m.

PART II. AS NEEDED SERVICES

12.0 ALONDRA COMMUNITY REGIONAL PARK (Alondra Park)

12.1 Services

Provide aquatic weed and algae growth control services to the Alondra Park lake. The aquatic weed and growth control with the lakes create negative impacts on the beneficial uses of the lake.

12.2 Application

Primary aquatic growth in the lake system is Water Milfoil, Filamentous Algae, Cyano Bacteria (blue), and Oak Fern. There are approximately 54 surface acres with an average depth of 7 feet.

12.3 Monitoring and Reporting

12.3.1 Task 1

Perform Pre-Treatment Water Quality Testing and Monitoring for the lake. All applications of products should be based on the testing.

12.3.2 Task 2

Treat the submerged aquatic vegetation outlined above, and perform Post Treatment monitoring per requirements. Document and record the Treatment areas of the lake using DGPS equipment, and produce a map of the treatment areas for regulatory reporting purposes. Collect Post Treatment Water Quality Data per Requirements.

12.3.3 Task 3

Perform seven (7) day Post Treatment monitoring per Requirements. Collect water samples and perform laboratory analysis for herbicide residues using an EPA certified lab.

12.3.4 Task 4

Prepare Treatment Reports per the Los Angeles County Agriculture Commissioner Requirements for submission.

12.4 Fee Schedule

12.4.1 Application Costs

Application Costs should include all materials (aquatic herbicides and algaecides), labor, technical advice, and equipment mobilization and demobilization, and all other costs associated with the respective treatments. Fee Schedules are on a per acre basis, with final Section Treatment Areas to be determined on budget availability.

12.4.2 Monitoring and Reporting Costs

Water Quality Monitoring and Reporting Costs are lump sum amounts that include water sample collection and lab fees for Tasks One through Three identified in Section 12.3 above and for compliance with the Los Angeles County Agricultural Commissioner requirements and report filing.

12.4.3 Sub-Total Project Costs

Sub-Total Project Costs are equal to the sum of the Application Costs and the Monitoring and Reporting Costs.

12.4.4 Frequency

The number of times the service is to be performed as recommended by Contractor. The Director, at his sole discretion, can either accept or reject the Contractor's recommended number of frequencies. In the event the Director rejects the Contractor's recommended number of frequencies, the resulting frequency will be one (1).

12.4.5 Cost of Services

Cost of Services for the lake at Alondra Park is equal to the Sub-Total Costs multiplied by the Frequency.

13.0 APOLLO COMMUNITY REGIONAL PARK (Apollo Park)

13.1 Services

Provide aquatic weed and algae control services at Apollo Park. Approximate surface acreage is 3 with average depth of 14 feet.

EXHIBIT A

13.2 Application

Primary aquatic growth includes Sago Pondweed, Filamentous Algae and Iris App. The growth can create negative impacts on the beneficial uses in the lake system.

13.3 Monitoring and Reporting

13.3.1 Task 1

Carry out activities according to the Aquatic Pesticide Application Plan (APAP) per the NPDES Permit Requirements for the treatments.

13.3.2 Task 2

Perform NPDES Permit required Pre-Treatment Water Quality Testing and Monitoring.

13.3.3 Task 3

Treat the submerged aquatic vegetation in the areas outlined above as specified, and perform Post Treatment monitoring per the NPDES Permit requirements. Document and record the Treatment areas of the lake using DGPS equipment, and produce a map of the treatment areas for regulatory reporting purposes. Collected Post Treatment Water Quality Data per NPDES Permit Requirements.

13.3.4 Task 4

Perform seven (7) day Post Treatment monitoring per the NPDES Requirements. Collect water samples and perform laboratory analysis for herbicide residues.

13.3.5 Task 5

Prepare Treatment Reports per the NPDES Permit Requirements for submission of Annual Report to the Regional Water Quality Control Board prior to March 1, 2013.

13.4 Fee Schedule

13.4.1 Application Costs

Application Costs should include all materials (aquatic herbicides and algaecides), labor, technical advice, and equipment mobilization and demobilization, and all other costs associated with the respective treatments. Fee Schedules are on a per acre basis, with final Section Treatment Areas to be determined on budget availability.

13.4.2 Monitoring and Reporting Costs

Water Quality Monitoring and Reporting costs are lump sum amounts that include sample collection and lab fees for Tasks

One through Five identified in Section 13.3 above and for compliance with Water Quality Order No. 2004-0009-DWQ, file Annual Report with the Regional Water Quality Control Board for the three lake systems.

13.4.3 Sub-Total Project Costs

Sub-Total Project Costs are equal to the sum of the Application Costs and the Monitoring and Reporting Costs.

13.4.4 Frequency

The number of times the service is to be performed as recommended by Contractor. The Director, at his sole discretion, can either accept or reject the Contractor's recommended number of frequencies. In the event the Director rejects the Contractor's recommended number of frequencies, the resulting frequency will be one (1).

13.4.5 Cost of Services

Cost of Services for the three (3) lakes at Apollo Park is equal to the Sub-Total Costs multiplied by Recommended Frequency.

14.0 FRANK G. BONELLI REGIONAL PARK (Bonelli Regional Park)

14.1 Services

Provide aquatic weed control services in the Puddingstone Reservoir at Bonelli Regional Park.

14.2 Application

Nuisance growths of submerged aquatic vegetation are creating negative impacts in the northern portion of the lake system. This area represents approximately 9.5 acres. The average depth in the following treatment areas is estimated at four (4) feet:

a) Olene's Cove (Approximately 1.5 to 2.5 Acres)
b) Marina Area (Approximately 2.0 Acres)
c) Ski Beach Area (Approximately 2.5 to 3.0 Acres)
d) Sailboat Cove (Approximately 2.0 acres).

14.3 Monitoring and Reporting

14.3.1 Task 1

Carry out activities according to the Aquatic Pesticide Application Plan (APAP) per the NPDES Permit Requirements for the treatments.

14.3.2 Task 2

Perform NPDES Permit required Pre-Treatment Water Quality Monitoring

14.3.3 Task 3

Treat the submerged aquatic vegetation in the areas outlined above as specified, and perform Post Treatment monitoring per the NPDES Permit requirements. Document and record the Treatment areas of the lake using DGPS equipment, and produce a map of the treatment areas for regulatory reporting purposes. Collect Post Treatment Water Quality Data per NPDES Permit Requirements.

14.3.4 Task 4

Perform seven (7) day Post Treatment monitoring per the NPDES Requirements. Collect water samples and perform laboratory analysis for herbicide residues.

14.3.5 Task 5

Prepare Treatment Reports per the NPDES Permit Requirements for submission of Annual Report to the Regional Water Quality Control Board prior to March 1, 2008.

14.4 Fee Schedule

14.4.1 Application Costs

Application Costs should include all materials (aquatic herbicides and algaecides), labor, technical advice, and equipment mobilization and demobilization, and all other costs associated with the respective treatments. Fee Schedules are on a per acre basis, with final Section Treatment Areas to be determined on budget availability.

14.4.2 Monitoring and Reporting Costs

Water Quality Monitoring and Reporting Costs are lump sum amounts that include: water sample collection and lab fees for Tasks Two through Four identified in Section 14.3 above; for compliance with the Los Angeles County Agricultural Commissioner requirements and report filing; and for compliance with Water Quality Order No. 2004-0009-DWQ and filing the Annual Report with the Regional Water Quality Control Board for the lake.

14.4.3 Sub-Total Project Costs

Sub-Total Project Costs are equal to the sum of the Application Costs and the Monitoring and Reporting Costs.

14.4.4 Frequency

The number of times the service is to be performed as recommended by Contractor. The Director, at his sole discretion, can either accept or reject the Contractor's recommended number

of frequencies. In the event the Director rejects the Contractor's recommended number of frequencies, the resulting frequency will be one (1).

14.4.5 Cost of Services

Cost of Services for the Puddingstone Reservoir at Bonelli Regional Park is equal to the Sub-Total Costs multiplied by the Frequency.

15.0 CASTAIC LAKE STATE RECREATION AREA (Castaic Lake Recreation Area)

15.1 Services

Provide aquatic weed control services in the Castaic Lake Lagoon (Lagoon) per the recommendations outlined in the Integrated Aquatic Vegetation Control Program (IAVCP) for Castaic Lake Recreation Area.

15.2 Application

a) There is approximately 1.53 acres of Eurasian Watermilfoil along isolated shoreline areas. This total area is approximately 2, 800 foot long by 50 foot wide, for a total treatment area of approximately 3.2 acres. The areas with Milfoil present on are as follows:
   - New Boat Dock Area (SW End of Lake): 230' long by 30' wide (0.15 acres)
   - Boat Launch Dock Area: 100' long by 50' wide (0.15 acres)
   - Fishing Pier North of the Boat Launch: 60' long by 50' wide (0.07 acres)
   - Shoreline area North of the Fishing Pier: 490' long by 50' wide (0.56 acres)
   - Shoreline area West side of lake: 700' long by 50' wide (1 acre)

b) The area of Potamogeton (Small pondweed) growths represents approximately 35 acres. Recommended product should be applied per four (4) acre foot in the specified areas. The average depth in the treatment areas is estimated at four (4) foot. The western half of this area may require a second application later in the season.

c) Filamentous algae growths impact the Lagoon during the summer months. Recommended algaecide product used should be based on treatment area size and NPDES Permit requirements. In addition, the product may be used in the event large areas of the lake require treatment due to the water hardness in the lake, and the discharge limitations imposed by the SWRCB under the NPDES Permit, which limit the potential for the use of copper-based algaecides to very small areas for spot treatments only. It is anticipated that approximately 10% of the lake area, or approximately 20 acres along the swim beach areas and eastern shore, would require treatments for the control of algae in 2014.

EXHIBIT A

15.3 Monitoring and Reporting

15.3.1 Task 1

Perform NPDES Permit required Pre-Treatment Water Quality Monitoring per the Aquatic Pesticide Application Plan for the Lagoon.

15.3.2 Task 2

Treat the submerged aquatic vegetation in the areas outlined above (a and b) as specified, and perform Post Treatment monitoring per the NPDES Permit requirements. Document and record the Treatment areas of the lake using DGPS equipment, and produce a map of the treatment areas for regulatory reporting purposes. Collect Post Treatment Water Quality Data per NPDES Permit Requirements.

15.3.3 Task 3

Perform seven (7) day Post Treatment monitoring per the NPDES Requirements. Collect water samples and perform laboratory analysis for herbicide residues.

15.3.4 Task 4

Prepare Treatment Reports per the NPDES Permit Requirements for submission of annual report to the Regional Water Quality Control Board prior to March 1.

15.4 Fee Schedule

15.4.1 Application Costs

Application Costs should include all materials (aquatic herbicides and algaecides), labor, technical advice, and equipment mobilization and demobilization, and all other costs associated with the respective treatments. Fee Schedules are on a per acre basis, with final Section Treatment Areas to be determined on budget availability.

15.4.2 Monitoring and Reporting Costs

Water Quality Monitoring and Reporting Costs are lump sum amounts that include: water sample collection and lab fees for Tasks One through Three identified in Section 15.3 above; for compliance with the Los Angeles County Agricultural Commissioner requirements and report filing; and for compliance with Water Quality Order No. 2004-0009-DWQ and filing the Annual Report with the Regional Water Quality Control Board for the lake.

15.4.3 Sub-Total Project Costs

Sub-Total Project Costs are equal to the sum of the Application Costs and the Monitoring and Reporting Costs.

15.4.4 Frequency

The number of times the service is to be performed as recommended by Contractor. The Director, at his sole discretion, can either accept or reject the Contractor's recommended number of frequencies. In the event the Director rejects the Contractor's recommended number of frequencies, the resulting frequency will be one (1).

15.4.5 Cost of Services

Cost of Services for the Lagoon at Castaic Lake Recreation Area is equal to the Sub-Total Costs multiplied by the Frequency.

16.0 CERRITOS COMMUNITY REGIONAL PARK (Cerritos Park)

16.1 Services

Provide aquatic weed and algae control services to the lake at Cerritos Park. The aquatic weed and algae growth within the lake create negative impacts on the beneficial uses of the lake.

16.2 Application

Primary aquatic growth in the lake system is Water Milfoil and Filamentous Algae. There are approximately 10 surface acres with an average depth of 10 feet.

16.3 Monitoring and Reporting

16.3.1 Task 1

Perform Pre-Treatment Water Quality Testing and Monitoring for the lake. All applications of products should be based on the testing.

16.3.2 Task 2

Treat the submerged aquatic vegetation outlined above, and perform Post Treatment monitoring per requirements. Document and record the Treatment areas of the lake using DGPS equipment, and produce a map of the treatment areas for regulatory reporting purposes. Collect Post Treatment Water Quality Data per Requirements.

16.3.3 Task 3

Perform seven (7) day Post Treatment monitoring per Requirements. Collect water samples and perform laboratory analysis for herbicide residues using an EPA certified lab.

16.3.4 Task 4

Prepare Treatment Reports per the Los Angeles County Agriculture Commissioner Requirements for submission.

16.4 Fee Schedule

16.4.1 Application Costs

Application Costs should include all materials (aquatic herbicides and algaecides), labor, technical advice, and equipment mobilization and demobilization, and all other costs associated with the respective treatments. Fee Schedules are on a per acre basis, with final Section Treatment Areas to be determined on budget availability.

16.4.2 Monitoring and Reporting Costs

Water Quality Monitoring and Reporting Costs are lump sum amounts that include water sample collection and lab fees for Tasks One through Three identified in Section 16.3 above and for compliance with the Los Angeles County Agricultural Commissioner requirements and report filing.

16.4.3 Sub-Total Project Costs

Sub-Total Project Costs are equal to the sum of the Application Costs and the Monitoring and Reporting Costs.

16.4.4 Frequency

The number of times the service is to be performed as recommended by Contractor. The Director, at his sole discretion, can either accept or reject the Contractor's recommended number of frequencies. In the event the Director rejects the Contractor's recommended number of frequencies, the resulting frequency will be one (1).

16.4.5 Cost of Services

Cost of Services for the lake at Cerritos Park is equal to the Sub-Total Costs multiplied by the Frequency.

17.0 KENNETH HAHN STATE RECREATION AREA (Hahn Recreation Area)

17.1 Services

Provide aquatic weed and algae control services at the Hahn Recreation Area. Approximate surface acreage is 3 with average depth of 14 feet.

17.2 Application

Primary aquatic growth includes Sago Pondweed, Filamentous Algae and Iris App. The growth can create negative impacts on the beneficial uses in the lake system.

EXHIBIT A

17.3 Monitoring and Reporting

17.3.1 Task 1

Carry out activities according to the Aquatic Pesticide Application Plan (APAP) per the Los Angeles County Agriculture Commissioner Requirements for the treatments.

17.3.2 Task 2

Perform Pre-Treatment Water Quality Testing and Monitoring according Los Angeles County Agriculture Commissioner requirements.

17.3.3 Task 3

Treat the submerged aquatic vegetation in the areas outlined above as specified and perform Post Treatment monitoring per requirements. Document and record the Treatment areas of the lake using DGPS equipment, and produce a map of the treatment areas for regulatory reporting purposes. Collect Post Treatment Water Quality Data per Requirements.

17.3.4 Task 4

Perform seven (7) day Post Treatment monitoring per the Los Angeles County Agriculture Commissioner Requirements. Collect water samples and perform laboratory analysis for herbicide residues using EPA certified lab.

17.3.5 Task 5

Prepare and submit Treatment Reports per the Los Angeles County Agriculture Commissioner Requirements.

17.4 Fee Schedule

17.4.1 Application Costs

Application Costs should include all materials (aquatic herbicides and algaecides), labor, technical advice, and equipment mobilization and demobilization, and all other costs associated with the respective treatments. Fee Schedules are on a per acre basis, with final Section Treatment Areas to be determined on budget availability.

17.4.2 Monitoring and Reporting Costs

Water Quality Monitoring and Reporting Costs are lump sum amounts that include water sample collection and lab fees for Tasks One through Four identified in Section 17.3 above and for compliance with the Los Angeles County Agricultural Commissioner requirements and report filing.

17.4.3 Sub-Total Project Costs

Sub-Total Project Costs are equal to the sum of the Application Costs and the Monitoring and Reporting Costs.

17.4.4 Frequency

The number of times the service is to be performed as recommended by Contractor. The Director, at his sole discretion, can either accept or reject the Contractor's recommended number of frequencies. In the event the Director rejects the Contractor's recommended number of frequencies, the resulting frequency will be one (1).

17.4.5 Cost of Services

Cost of Services for the lake at the Hahn Recreation Area is equal to the Sub-Total Costs multiplied by the Frequency.

18.0 LA MIRADA COMMUNITY REGIONAL PARK (La Mirada Park)

18.1 Services

Provide aquatic weed and algae control services to the lake at La Mirada Park. The aquatic weed and algae growth within the lakes create negative impacts on the beneficial uses of the lake.

18.2 Application

Primary aquatic growth in the lake system is Water Milfoil and Filamentous Algae. There are approximately 4.6 surface acres with an average depth of 10 feet.

18.3 Monitoring and Reporting

18.3.1 Task 1

Perform Pre-Treatment Water Quality Testing and Monitoring for the lake. All applications of products should be based on the testing.

18.3.2 Task 2

Treat the submerged aquatic vegetation outlined above, and perform Post Treatment monitoring per requirements. Document and record the Treatment areas of the lake using DGPS equipment, and produce a map of the treatment areas for regulatory reporting purposes. Collect Post Treatment Water Quality Data per Requirements.

18.3.3 Task 3

Perform seven (7) day Post Treatment monitoring per Requirements. Collect water samples and perform laboratory analysis for herbicide residues using an EPA certified lab.

18.3.4 Task 4

Prepare Treatment Reports per the Los Angeles County Agriculture Commissioner Requirements for submission.

18.4 Fee Schedule

18.4.1 Application Costs

Application Costs should include all materials (aquatic herbicides and algaecides), labor, technical advice, and equipment mobilization and demobilization, and all other costs associated with the respective treatments. Fee Schedules are on a per acre basis, with final Section Treatment Areas to be determined on budget availability.

18.4.2 Monitoring and Reporting Costs

Water Quality Monitoring and Reporting Costs are lump sum amounts that include water sample collection and lab fees for Tasks One through Three identified in Section 18.3 above and for compliance with the Los Angeles County Agricultural Commissioner requirements and report filing.

18.4.3 Sub-Total Project Costs

Sub-Total Project Costs are equal to the sum of the Application Costs and the Monitoring and Reporting Costs.

18.4.4 Frequency

The number of times the service is to be performed as recommended by Contractor. The Director, at his sole discretion, can either accept or reject the Contractor's recommended number of frequencies. In the event the Director rejects the Contractor's recommended number of frequencies, the resulting frequency will be one (1).

18.4.5 Cost of Services

Cost of Services for the lake at La Mirada Park is equal to the Sub-Total Costs multiplied by the Frequency.

19.0 EARVIN "MAGIC" JOHNSON RECREATION AREA (Magic Johnson Recreation Area)

19.1 Services

Provide aquatic weed and algae control services to the two lakes at the Magic Johnson Recreation Area. The aquatic weed and algae growth within the lakes create negative impacts on the beneficial uses of the lakes. Both lakes are passive but fishing is greatly enjoyed.

EXHIBIT A

19.2 Application

Primary aquatic growth in the 2-lake system is Water Milfoil, Filamentous Algae, Cyano Bacteria (blue), and Oak Fern. There are approximately 4.6 surface acres with an average depth of 10 feet for Lake #1 and 6.5 surface acres with an average depth of 10 feet for Lake #2.

19.3 Monitoring and Reporting

19.3.1 Task 1

Perform Pre-Treatment Water Quality Testing and Monitoring for the lake. All applications of products should be based on the testing.

19.3.2 Task 2

Treat the submerged aquatic vegetation outlined above, and perform Post Treatment monitoring per requirements. Document and record the Treatment areas of the lake using DGPS equipment, and produce a map of the treatment areas for regulatory reporting purposes. Collect Post Treatment Water Quality Data per Requirements.

19.3.3 Task 3

Perform seven (7) day Post Treatment monitoring per Requirements. Collect water samples and perform laboratory analysis for herbicide residues using an EPA certified lab.

19.3.4 Task 4

Prepare and submit Treatment Reports per the Los Angeles County Agriculture Commissioner Requirements.

19.4 Fee Schedule

19.4.1 Application Costs

Application Costs should include all materials (aquatic herbicides and algaecides), labor, technical advice, and equipment mobilization and demobilization, and all other costs associated with the respective treatments. Fee Schedules are on a per acre basis, with final Section Treatment Areas to be determined on budget availability.

19.4.2 Monitoring and Reporting Costs

Water Quality Monitoring and Reporting Costs are lump sum amounts that include water sample collection and lab fees for Tasks One through Three identified in Section 19.3 above and for compliance with the Los Angeles County Agricultural Commissioner requirements and report filing.

19.4.3 Sub-Total Project Costs

Sub-Total Project Costs are equal to the sum of the Application Costs and the Monitoring and Reporting Costs.

19.4.4 Frequency

The number of times the service is to be performed as recommended by Contractor. The Director, at his sole discretion, can either accept or reject the Contractor's recommended number of frequencies. In the event the Director rejects the Contractor's recommended number of frequencies, the resulting frequency will be one (1).

19.4.5 Cost of Services

Cost of Services for the lakes at the Magic Johnson Recreation Area is equal to the Sub-Total Costs multiplied by the Frequency.

20.0 SANTA FE DAM RECREATION AREA (Santa Fe Dam)

20.1 Services

Provide aquatic weed control services to the lake at the Santa Fe Dam.

20.2 Application

Nuisance growths of submerged and emerging aquatic vegetation are creating negative impacts on the beneficial uses in the lake system. The lake is 70 acres with an average depth of six (6).

20.3 Monitoring and Reporting

20.3.1 Task 1

Carry out activities according to Aquatic Pesticide Application Plan (APAP) per the NPDES Permit Requirements for the treatments.

20.3.2 Task 2

Perform baseline data testing prior to beginning any treatment plan. Baseline testing shall include document(s) of findings and map(s) of findings. Baseline data testing shall be a minimum of three testing sites within the lake including a water quality assessment with the following data analysis for: pH, Temperature, Dissolved oxygen, ammonia nitrogen (NH3), nitrate (NO3), Alkalinity, Carbon dioxide, phosphate, and Total Suspended Solids (TSS).

20.3.3 Task 3

Perform NPDES Permit required Pre-Treatment Water Quality Monitoring.

20.3.4 Task 4

Treat the entire lake system as needed for aquatic weed/nuisance growth. Perform Post Treatment monitoring per the NPDES Permit requirements. Document and record the Product Treatment areas of the lake using DGPS equipment, and produce a map of the treatment areas for regulatory reporting purposes. Collect Post Treatment Water Quality Data per NPDES Permit Requirements.

20.3.5 Task 5

Perform seven (7) day Post Treatment monitoring per the NPDES Requirements. Collect a FasTest for Product concentration in the water column.

20.3.6 Task 6

Collect fourteen (14) day FasTest for Product concentration in the water column.

20.3.7 Task 7

Treat the entire lake system as needed for aquatic weed/nuisance growth fourteen (14) days following the initial application outlined under Task One above, perform Post Treatment monitoring per the NPDES Permit requirements. Document and record the Product Treatment areas of the lake using DGPS equipment, and produce a map of the treatment areas for regulatory reporting purposes.

20.3.8 Task 8

Perform seven (7) day Post Treatment Monitoring for Task Seven per the NPDES Requirements.

20.3.9 Task 9

Prepare Treatment Reports per the NPDES Permit Requirements for submission of Annual Report to the Regional Water Quality Control Board prior to March 1, 2008.

20.3.10 Task 10

Perform Quarterly Water Quality Parameters Testing to include following data analysis for: Ammonia as N (EPS 350.2), Dissolved Oxygen (EPA 360.1), Nitrate as N (EPA 353.2), Oil & Grease (HEM) (EPA 1664), pH (EPA 150.1), Total Kjeldahl Nitrogen (EPA 351.2), Total Organic Carbon (EPA 415.1), Total Suspended Solids (EPA 160.2), Temperature (EPA 170.1), Enterococcus (SM 92308), Total Coliforms (SM 9221E), Fecal Coliforms (SM 9221E). Parameters Testing shall include document(s) of findings and map(s) of findings.

20.3.11 Task 11

Perform continued treatment(s) of lake based on findings of the Quarterly Water Quality Parameters Testing.

20.4 Fee Schedule

20.4.1 Application Costs

Application Costs should include all materials (aquatic herbicides and algaecides), labor, technical advice, and equipment mobilization and demobilization, and all other costs associated with the respective treatments. Fee Schedules are on a per acre basis, with final Section Treatment Areas to be determined on budget availability.

20.4.2 Monitoring and Reporting Costs

Water Quality Monitoring and Reporting Costs are lump sum amounts that include: water sample collection and lab fees for Tasks Two through Eleven identified in Section 20.3 above; for compliance with the Los Angeles County Agricultural Commissioner requirements and report filing; and for compliance with Water Quality Order No. 2004-0009-DWQ and filing the Annual Report with the Regional Water Quality Control Board for the lake.

20.4.3 Sub-Total Project Costs

Sub-Total Project Costs are equal to the sum of the Application Costs and the Monitoring and Reporting Costs.

20.4.4 Frequency

The number of times the service is to be performed as recommended by Contractor. The Director, at his sole discretion, can either accept or reject the Contractor's recommended number of frequencies. In the event the Director rejects the Contractor's recommended number of frequencies, the resulting frequency will be one (1).

20.4.5 Cost of Services

Cost of Services for the lake at the Santa Fe Dam is equal to the Sub-Total Costs multiplied by the Frequency.

21.0 SOUTH COAST BOTANIC GARDEN (South Coast)

21.1 Services

Provide aquatic weed and algae control services for the lake at South Coast. Approximate surface acreage is 2.2 with average depth of 1 foot.

EXHIBIT A

21.2 Application

Primary aquatic growth includes Papyrus and Mixed Tule Weeds (Bulrush, Equisetum, and Typha). The growth can create negative impacts on the beneficial uses in the lake system.

21.3 Monitoring and Reporting

21.3.1 Task 1

Carry out activities according to the Aquatic Pesticide Application Plan (APAP) per the Los Angeles County Agriculture Commissioner Requirements for the treatments.

21.3.2 Task 2

Perform Pre-Treatment Water Quality Testing and Monitoring according Los Angeles County Agriculture Commissioner requirements.

21.3.3 Task 3

Treat the submerged aquatic vegetation in the areas outlined above as specified and perform Post Treatment monitoring per requirements. Document and record the Treatment areas of the lake using DGPS equipment, and produce a map of the treatment areas for regulatory reporting purposes. Collect Post Treatment Water Quality Data per Requirements.

21.3.4 Task 4

Perform seven (7) day Post Treatment monitoring per the Los Angeles County Agriculture Commissioner Requirements. Collect water samples and perform laboratory analysis for herbicide residues using EPA certified lab.

21.3.5 Task 5

Prepare and submit Treatment Reports per the Los Angeles County Agriculture Commissioner Requirements.

21.4 Fee Schedule

21.4.1 Application Costs

Application Costs should include all materials (aquatic herbicides and algaecides), labor, technical advice, and equipment mobilization and demobilization, and all other costs associated with the respective treatments. Fee Schedules are on a per acre basis, with final Section Treatment Areas to be determined on budget availability.

21.4.2 Monitoring and Reporting Costs

Water Quality Monitoring and Reporting costs are lump sum amounts that include water sample collection and lab fees for

Tasks One through Four identified in Section 21.3 above for compliance with the Los Angeles County Agriculture Commissioner requirements and report filing.

21.4.3 Sub-Total Project Costs

Sub-Total Project Costs are equal to the sum of the Application Costs and the Monitoring and Reporting Costs.

21.4.4 Frequency

The number of times the service is to be performed as recommended by Contractor. The Director, at his sole discretion, can either accept or reject the Contractor's recommended number of frequencies. In the event the Director rejects the Contractor's recommended number of frequencies, the resulting frequency will be one (1).

21.4.5 Cost of Services

The Cost of Services for the lake at South Coast is equal to the Sub-Total Costs multiplied by the Frequency.

22.0 WHITTIER NARROWS RECREATION AREA (Whittier Narrows)

22.1 Services

Provide aquatic weed control services for the lakes at Whittier Narrows.

22.2 Application

Nuisance growths of submerged and emerging aquatic vegetation are creating negative impacts on the beneficial uses in the lake system. The Lake consists of 3 adjoining lakes with an approximate acreage of 80 acres with an average depth of nine (9) feet.

22.3 Monitoring and Reporting

22.3.1 Task 1

Carry out activities according to Aquatic Pesticide Application Plan (APAP) per the NPDES Permit Requirements for the treatments.

22.3.2 Task 2

Perform baseline data testing prior to beginning any treatment plan. Baseline testing shall include document(s) of findings and map(s) of findings. Baseline data testing shall be a minimum of three testing sites within the lake including a water quality assessment with the following data analysis for: pH, Temperature, Dissolved oxygen, ammonia nitrogen (NH3), nitrate (NO3), Alkalinity, Carbon dioxide, phosphate, and Total Suspended Solids (TSS).

22.3.3 Task 3

Perform NPDES Permit required Pre-Treatment Water Quality Monitoring.

22.3.4 Task 4

Treat the entire lake system as needed for aquatic weed/nuisance growth. Perform Post Treatment monitoring per the NPDES Permit requirements. Document and record the Product Treatment areas of the lake using DGPS equipment, and produce a map of the treatment areas for regulatory reporting purposes. Collect Post Treatment Water Quality Data per NPDES Permit Requirements.

22.3.5 Task 5

Perform seven (7) day Post Treatment monitoring per the NPDES Requirements. Collect a FasTest for Product concentration in the water column.

22.3.6 Task 6

Collect fourteen (14) day FasTest for Product concentration in the water column.

22.3.7 Task 7

Treat the entire lake system as needed for aquatic weed/nuisance growth fourteen (14) days following the initial application outlined under Task One above, perform Post Treatment monitoring per the NPDES Permit requirements. Document and record the Product Treatment areas of the lake using DGPS equipment, and produce a map of the treatment areas for regulatory reporting purposes.

22.3.8 Task 8

Perform seven (7) day Post Treatment Monitoring for Task Seven per the NPDES Requirements.

22.3.9 Task 9

Prepare Treatment Reports per the NPDES Permit Requirements for submission of Annual Report to the Regional Water Quality Control Board prior to March 1, 2013.

22.3.10 Task 10

Perform Quarterly Water Quality Parameters Testing to include following data analysis for: Ammonia as N (EPS 350.2), Dissolved Oxygen (EPA 360.1), Nitrate as N (EPA 353.2), Oil & Grease (HEM) (EPA 1664), pH (EPA 150.1), Total Kjeldahl Nitrogen (EPA 351.2), Total Organic Carbon (EPA 415.1), Total Suspended Solids (EPA 160.2), Temperature (EPA 170.1),

Enterococcus (SM 92308), Total Coliforms (SM 9221E), Fecal Coliforms (SM 9221E). Parameters Testing shall include document(s) of findings and map(s) of findings.

22.3.11 Task 11

Perform continued treatment(s) of lake based on findings of the Quarterly Water Quality Parameters Testing.

22.4 Fee Schedule

22.4.1 Application Costs

Application Costs should include all materials (aquatic herbicides and algaecides), labor, technical advice, and equipment mobilization and demobilization, and all other costs associated with the respective treatments. Fee Schedules are on a per acre basis, with final Section Treatment Areas to be determined on budget availability.

22.4.2 Monitoring and Reporting Costs

Water Quality Monitoring and Reporting costs are lump sum amounts that include water sample collection and lab fees for Tasks Two through Eleven identified in Section 22.3 above; for compliance with the Los Angeles County Agriculture Commissioner requirements and report filing; and for compliance with Water Quality Order No. 2004-0009-DWQ and filing the Annual Report with the Regional Water Quality Control Board for the lake system.

22.4.3 Sub-Total Project Costs

Sub-Total Project Costs are equal to the sum of the Application Costs and the Monitoring and Reporting Costs.

22.4.4 Frequency

The number of times the service is to be performed as recommended by Contractor. The Director, at his sole discretion, can either accept or reject the Contractor's recommended number of frequencies. In the event the Director rejects the Contractor's recommended number of frequencies, the resulting frequency will be one (1).

22.4.5 Cost of Services

The Cost of Services for the lakes at Whittier Narrows is equal to the Sub-Total Costs multiplied by the Frequency.

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EXHIBIT A

PART III. Sample Fee Schedule

1. Application Cost

Treatment for_____:
(Identified aquatic vegetation growth)

Recommended Material(s)					Equipment Mobilization/Demobilization			
Product	Cost/Unit	Unit	No. Units	Cost	Mobilization		Demobilization	
					Item	Cost	Item	Cost
Labor/Technical Advice					Other Costs Associated with Treatment			
Position	Hourly Rate	No. Hours		Cost	Item			Cost
PCA								
QAL								
Other(s)								
TOTALS	MATERIALS		LABOR/TECH		EQUIPMENT		OTHER ASSOC.	
COST PER ACRE								

2. Monitoring and Reporting Costs

   a) Lump Sum for Required Water Quality Monitoring including sample collection and lab fees for Tasks _____through _____: $_____

   b) Lump Sum Costs to comply with Los Angeles County Agricultural Commissioner requirements, and file Report with the Los Angeles County Agriculture Commissioner the lake system: $_____

   c) Lump Sum Costs to comply with Water Quality Order No. 2004-0009-DWQ, file Annual Report with the Regional Water Quality Control Board for the lake system: $_____

   Total Monitoring and Reporting Costs: a + b + c = $_____

3. Sub-Total Lake Project Costs

   Application + Monitoring/Reporting = $_____

4. Recommended Frequency of Service: _____

5. Cost of Services for Lake Project

   Sub-Total x Recommended Frequency = $_____

EXHIBIT B

COUNTY'S ADMINISTRATION

CONTRACT NUMBER _____ WORK ORDER NUMBER _____

CONTRACT PROJECT DIRECTOR (CPD):

Name: Multiple
Division Deputy Director, Agency
Address: Various
Telephone:
Facsimile: Will be Provided, Multiple
E-Mail Address: Will be Provided, Multiple

PROJECT DIRECTOR:

Name: Multiple
Section: Regional Operations Manager, Agency
Address: Various
Telephone:
Facsimile: Will be Provided, Multiple
E-Mail Address: Will be Provided, Multiple

PROJECT MANAGER:

Name: Field Staff-Regional Park Superintendents, Grounds Maintenance Supervisors
Facility: Multiple
Address: Various
Telephone: Will be provided, multiple
Facsimile: Will be provided, multiple
E-Mail Address: Multiple

EXHIBIT C

AS NEEDED AQUATIC WEED AND ALGAE GROWTH CONTROL SERVICES
QUALIFIED VENDORS

Vendor #	Vendor/Address	Contact/Phone/Fax/Email Address	Emergency Contact/Phone
10434401	Natures Image, Inc. 20361 Hermana Circle, Lake Forest, CA 92630	Steven Reinoehl Ph. 949-680-4417/Fax. 949-680-4450 sreinoehl@naturesimage.net	
11030802	Clean Lakes, Inc. 31320 Via Colinas, Suite 114, Westlake Village, CA 91362	Thomas Moorhouse Ph. 818-889-8691/Fax. 818-889-8693 tmoorhouse@cleanlake.com	
12117001	AquaTechnex, LLC P. O. Box 4193, Palm Desert, CA 92261	Terry McNabb Ph. 760-272-5842/Fax. terry@aquatechnex.com	
1073650	DeAngelo Brothers, Inc. 1459 South Cucamonga Avenue, Ontario, CA 91761	David Najera P. 800-278-1880/Fax. dnajera@dbiservices.com	
51735801	AquaBio Environmental Technologies, Inc. 4712 Admiralty Way, Suite #156, Marina del Rey, CA 90292	DeAnaVitale-Hayashi Ph. 310-397-3114/Fax. 310-862-6708 deana@aquabio.us	

EXHIBIT D

VENDOR'S EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

_____
Vendor's Name

_____
Business Address

_____
Internal Revenue Service Employer Identification Number

GENERAL

In accordance with *Subchapter VI of the Civil Rights Act of 1964*, *42 USC Sections 2000e through 2000e-17*, Section 504 of the *Rehabilitation Act of 1975*, the *Food Stamp Act of 1977*, the *Welfare and Institutions Code Section 1000, Americans with Disability Act of 1990*, California Department of Social Services Manual of Policies and Procedures Division 21, the Contractor, supplier, or vendor certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, creed, color, national origin, political affiliation, marital status, age, disability, or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

VENDOR'S CERTIFICATION

		Check One
1.	The Vendor has a written policy statement prohibiting discrimination in all phases of employment.	[ ] Yes [ ] No
2.	The Vendor periodically conducts a self analysis or utilization analysis of its work force.	[ ] Yes [ ] No
3.	The Vendor has a system for determining if its employment practices are discriminatory against protected groups.	[ ] Yes [ ] No
4.	Where problem areas are identified in employment practices, the Vendor has a system for taking reasonable corrective action which includes the establishment of goals and timetables.	[ ] Yes [ ] No

Name (please print or type) _____

Title of Signer (please print or type) _____

Signature _____ Date _____

EXHIBIT E

Title 2 Administration
Chapter 2.203 Contractor Employee Jury Service

2.203.010 Findings.

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

2.203.020 Definitions.

The following definitions shall be applicable to this chapter:

A. "Contractor" means a person, partnership, corporation or other entity which has a contract with the county or a subcontract with a county contractor and has received or will receive an aggregate sum of $50,000 or more in any 12-month period under one or more such contracts or subcontracts.

B. "Employee" means any California resident who is a full-time employee of a contractor under the laws of California.

C. "Contract" means any agreement to provide goods to, or perform services for or on behalf of, the county but does not include:

1. A contract where the board finds that special circumstances exist that justify a waiver of the requirements of this chapter; or

2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor; or

3. A purchase made through a state or federal contract; or

4. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, or reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-3700 or a successor provision; or

5. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, Section 4.4.0 or a successor provision; or

6. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-2810 or a successor provision; or

7. A non-agreement purchase with a value of less than $5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section A-0300 or a successor provision; or

8. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section PP-1100 or a successor provision.

D. "Full time" means 40 hours or more worked per week, or a lesser number of hours if:

1. The lesser number is a recognized industry standard as determined by the chief administrative officer, or

2. The contractor has a long-standing practice that defines the lesser number of hours as full time.

E. "County" means the county of Los Angeles or any public entities for which the board of supervisors is the governing body. (Ord. 2002-0040 § 1, 2002: Ord. 2002-0015 § 1 (part), 2002)

2.203.030 Applicability.

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

2.203.040 Contractor Jury Service Policy.

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

2.203.050 Other Provisions.

A. Administration. The chief administrative officer shall be responsible for the administration of this chapter. The chief administrative officer may, with the advice of county counsel, issue interpretations of the provisions of this chapter and shall issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other county departments.

B. Compliance Certification. At the time of seeking a contract, a contractor shall certify to the county that it has and adheres to a policy consistent with this chapter or will have and adhere to such a policy prior to award of the contract. (Ord. 2002-0015 § 1 (part), 2002)

2.203.060 Enforcement and Remedies.

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

1. Recommend to the board of supervisors the termination of the contract; and/or,

2. Pursuant to chapter 2.202, seek the debarment of the contractor. (Ord. 2002-0015 § 1 (part), 2002)

2.203.070 Exceptions.

A. Other Laws. This chapter shall not be interpreted or applied to any contractor or to any employee in a manner inconsistent with the laws of the United States or California.

B. Collective Bargaining Agreements. This chapter shall be superseded by a collective bargaining agreement that expressly so provides.

C. Small Business. This chapter shall not be applied to any contractor that meets all of the following:

1. Has ten or fewer employees during the contract period; and,

2. Has annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, are less than $500,000; and,

3. Is not an affiliate or subsidiary of a business dominant in its field of operation.

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

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

2.203.090 Severability.

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

Department of the Treasury
Internal Revenue Service

Notice 1015

(Rev. December 2012)

Have You Told Your Employees About the Earned Income Credit (EIC)?

What is the EIC?

The EIC is a refundable tax credit for certain workers.

Which Employees Must I Notify About the EIC?

You must notify each employee who worked for you at any time during the year and from whom you did not withhold income tax. However, you do not have to notify any employee who claimed exemption from withholding on Form W-4, Employee's Withholding Allowance Certificate.

Note. You are encouraged to notify each employee whose wages for 2012 are less than $50,270 that he or she may be eligible for the EIC.

How and When Must I Notify My Employees?

You must give the employee one of the following:

- The IRS Form W-2, Wage and Tax Statement, which has the required information about the EIC on the back of Copy B.
- A substitute Form W-2 with the same EIC information on the back of the employee's copy that is on Copy B of the IRS Form W-2.
- Notice 797, Possible Federal Tax Refund Due to the Earned Income Credit (EIC).
- Your written statement with the same wording as Notice 797.

If you are required to give Form W-2 and do so on time, no further notice is necessary if the Form W-2 has the required information about the EIC on the back of the employee's copy. If a substitute Form W-2 is given on time but does not have the required information, you must notify the employee within 1 week of the date the substitute Form W-2 is given. If Form W-2 is required but is not given on time, you must give the employee Notice 797 or your written statement by the date Form W-2 is required to be given. If Form W-2 is not required, you must notify the employee by February 7, 2013.

You must hand the notice directly to the employee or send it by first-class mail to the employee's last known address. You will not meet the notification requirements by posting Notice 797 on an employee bulletin board or sending it through office mail. However, you may want to post the notice to help inform all employees of the EIC. You can get copies of the notice from IRS.gov or by calling 1-800-829-3676.

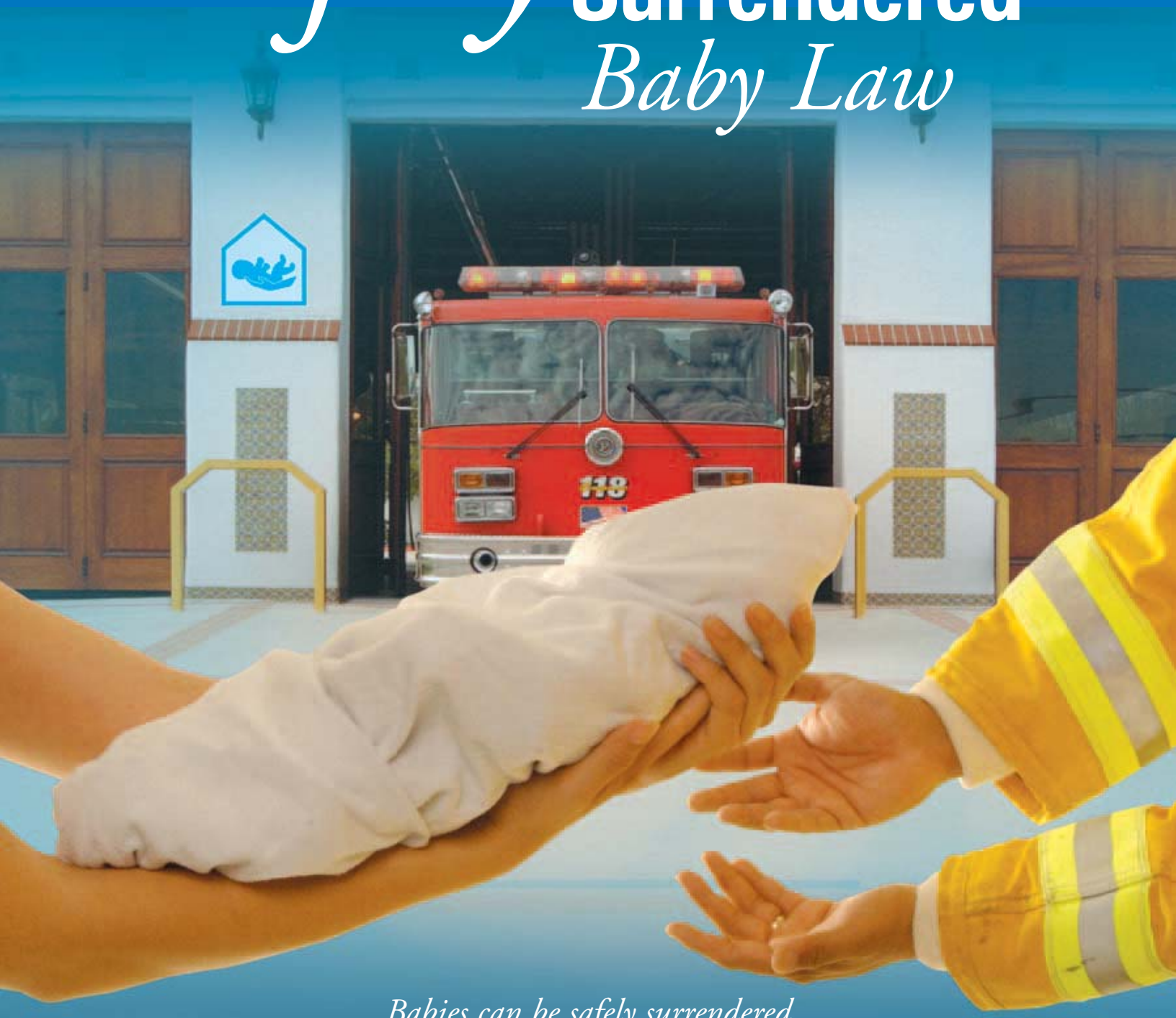
How Will My Employees Know If They Can Claim the EIC?

The basic requirements are covered in Notice 797. For more detailed information, the employee needs to see Pub. 596, Earned Income Credit (EIC), or the instructions for Form 1040, 1040A, or 1040EZ.

How Do My Employees Claim the EIC?

Eligible employees claim the EIC on their 2012 tax return. Even employees who have no tax withheld from their pay or owe no tax can claim the EIC and get a refund, but they must file a tax return to do so. For example, if an employee has no tax withheld in 2012 and owes no tax but is eligible for a credit of $800, he or she must file a 2012 tax return to get the $800 refund.

Safely Surrendered *Baby Law*



Babies can be safely surrendered
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www.babysafela.org

Safely Surrendered *Baby Law*

What is the Safely Surrendered Baby Law?

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

Every baby deserves a chance for a healthy life. If someone you know is considering abandoning a baby, let her know there are other options. For three days (72 hours) after birth, a baby can be surrendered to staff at any hospital or fire station in Los Angeles County.

How does it work?

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

What if a parent wants the baby back?

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

Can only a parent bring in the baby?

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

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

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

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

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

What happens to the baby?

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

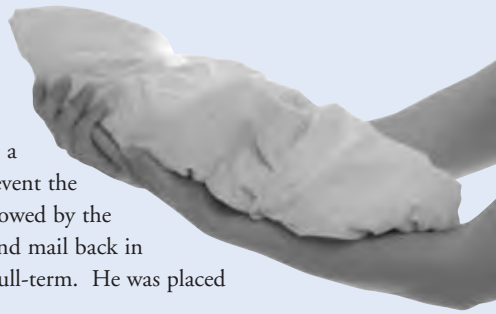
What happens to the parent or surrendering adult?

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

Why is California doing this?

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

A baby's story



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

Ley de Entrega de Bebés *Sin Peligro*

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

Sin pena. Sin culpa. Sin nombres.

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

www.babysafela.org

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www.babysafela.org

Ley de Entrega de Bebés *Sin Peligro*

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

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

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

¿Cómo funciona?

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

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

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

¿Sólo los padres podrán llevar al recién nacido?

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

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

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

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

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

¿Qué pasará con el bebé?

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

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

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

¿Por qué se está haciendo esto en California? ?

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

Historia de un bebé

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

EXHIBIT H1

AS-NEEDED AQUATIC GROWTH CONTROL SERVICES
CONTRACT WORK ORDER

CERTIFICATION OF EMPLOYEE STATUS

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

_____

Work Order Number _____ County Contract Number_____

I CERTIFY THAT: (1) I am an Authorized Official of Contractor; (2) the individual(s) named below is(are) this organization's employee(s); (3) applicable State and Federal income tax, FICA, unemployment insurance premiums, and Workers' Compensation insurance premiums, in the correct amounts required by State and Federal law, will be withheld as appropriate, and paid by Contractor for the individual(s) named below for the entire time period covered by the attached Work Order.

EMPLOYEES

1. _____

2. _____

3. _____

4. _____

I declare under penalty of perjury that the foregoing is true and correct.

_____
Signature of Authorized Official

_____
Printed Name of Authorized Official

_____
Title of Authorized Official

_____
Date

EXHIBIT H2

AS-NEEDED AQUATIC GROWTH CONTROL SERVICES
CONTRACT WORK ORDER

CERTIFICATION OF NO CONFLICT OF INTEREST

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

_____

Work Order Number_____ County Contract Number_____

Los Angeles County Code Section 2.180.010.A provides as follows:

"Certain contracts prohibited.

A. Notwithstanding any other section of this code, the county shall not contract with, and shall reject any bid or proposal submitted by, the persons or entities specified below, unless the Board of Supervisors finds that special circumstances exist which justify the approval of such contract:

1. Employees of the County or of public agencies for which the Board of Supervisors is the governing body;
2. Profit-making firms or businesses in which employees described in subdivision 1 of subsection A serve as officers, principals, partners, or major shareholders;
3. Persons who, within the immediately preceding 12 months, came within the provisions of subdivision 1 of subsection A, and who:
   a. Were employed in positions of substantial responsibility in the area of service to be performed by the contract; or
   b. Participated in any way in developing the contract or its service specifications; and
4. Profit-making firms or businesses in which the former employees, described in subdivision 3 of subsection A, serve as officers, principals, partners, or major shareholders."

Contractor hereby declares and certifies that no Contractor Personnel, or any other person acting on Contractor's behalf, which prepared and/or participated in the preparation of the bid or proposal submitted for the Work Order specified above, is within the purview of County Code Section 2.180.010.A, above.

I declare under penalty of perjury that the foregoing is true and correct.

_____
Signature of Authorized Official

_____
Printed Name of Authorized Official

_____
Title of Authorized Official

_____
Date

EXHIBIT H3

AS-NEEDED AQUATIC GROWTH CONTROL SERVICES

CONTRACT WORK ORDER

Contractor Employee Acknowledgement and Confidentiality Agreement

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

Work Order Number_____ County Contract Number_____

Employee Name _____

GENERAL INFORMATION:

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

EMPLOYEE ACKNOWLEDGEMENT:

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

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

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

CONFIDENTIALITY AGREEMENT:

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

Initials of Signer _____

EXHIBIT H3

Contractor Name _____ County Contract Number _____

Work Order Number _____ Employee Name_____

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

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

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

SIGNATURE: _____ DATE: _____/_____/_____

PRINTED NAME: _____

POSITION: _____

EXHIBIT H4

AS-NEEDED AQUATIC GROWTH CONTROL SERVICES

CONTRACT WORK ORDER

Contractor Non-Employee Acknowledgement and Confidentiality Agreement

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

Work Order Number _____ County Contract Number _____

Non-Employee Name _____

GENERAL INFORMATION:

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

NON-EMPLOYEE ACKNOWLEDGEMENT:

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

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

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

CONFIDENTIALITY AGREEMENT:

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

Initials of Signer _____

EXHIBIT H4

Contractor Name_____ Contract Number_____

Work Order Number_____ Non-Employee Name _____

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

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

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

SIGNATURE: _____ DATE: _____/_____/_____

PRINTED NAME: _____

POSITION: _____

EXHIBIT I

CONTRACTOR CONFIDENTIALITY CERTIFICATION

CONTRACTOR NAME _____ Contract No._____

GENERAL INFORMATION:

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

CONTRACTOR ACKNOWLEDGEMENT:

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

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

CONFIDENTIALITY AGREEMENT:

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

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

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

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

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

SIGNATURE: _____DATE: ____/_____/_____

PRINTED NAME: _____

POSITION: _____

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

EXHIBIT J
Title 2 ADMINISTRATION
Chapter 2.206 DEFAULTED PROPERTY TAX REDUCTION PROGRAM

2.206.010 Findings and Declarations.

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

2.206.020 Definitions.

The following definitions shall be applicable to this chapter:

A. “Contractor” shall mean any person, firm, corporation, partnership, or combination thereof, which submits a bid or proposal or enters into a contract or agreement with the County.

B. “County” shall mean the county of Los Angeles or any public entities for which the Board of Supervisors is the governing body.

C. “County Property Taxes” shall mean any property tax obligation on the County's secured or unsecured roll; except for tax obligations on the secured roll with respect to property held by a Contractor in a trust or fiduciary capacity or otherwise not beneficially owned by the Contractor.

D. “Department” shall mean the County department, entity, or organization responsible for the solicitation and/or administration of the contract.

E. “Default” shall mean any property tax obligation on the secured roll that has been deemed defaulted by operation of law pursuant to California Revenue and Taxation Code section 3436; or any property tax obligation on the unsecured roll that remains unpaid on the applicable delinquency date pursuant to California Revenue and Taxation Code section 2922; except for any property tax obligation dispute pending before the Assessment Appeals Board.

F. “Solicitation” shall mean the County’s process to obtain bids or proposals for goods and services.

G. “Treasurer-Tax Collector” shall mean the Treasurer and Tax Collector of the County of Los Angeles. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.030 Applicability.

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

2.206.040 Required Solicitation and Contract Language.

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

A. Requires any Contractor to keep County Property Taxes out of Default status at all times during the term of an awarded contract;

B. Provides that the failure of the Contractor to comply with the provisions in this chapter may prevent the Contractor from being awarded a new contract; and

C. Provides that the failure of the Contractor to comply with the provisions in this chapter may constitute a material breach of an existing contract, and failure to cure the breach within 10 days of notice by the County by paying the outstanding County Property Tax or making payments in a manner agreed to and approved by the Treasurer-Tax Collector, may subject the contract to suspension and/or termination. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.050 Administration and compliance certification.

A. The Treasurer-Tax Collector shall be responsible for the administration of this chapter. The Treasurer-Tax Collector shall, with the assistance of the Chief Executive Officer, Director of Internal Services, and County Counsel, issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other departments.

B. Contractor shall be required to certify, at the time of submitting any bid or proposal to the County, or entering into any new contract, or renewal, extension or amendment of an existing contract with the County, that it is in compliance with this chapter is not in Default on any County Property Taxes or is current in payments due under any approved payment arrangement. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.060 Exclusions/Exemptions.

A. This chapter shall not apply to the following contracts:

1. Chief Executive Office delegated authority agreements under $50,000;
2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor;
3. A purchase made through a state or federal contract;
4. A contract where state or federal monies are used to fund service related programs, including but not limited to voucher programs, foster care, or other social programs that provide immediate direct assistance;
5. Purchase orders under a master agreement, where the Contractor was certified at the time the master agreement was entered into and at any subsequent renewal, extension and/or amendment to the master agreement.
6. Purchase orders issued by Internal Services Department under $100,000 that is not the result of a competitive bidding process.
7. Program agreements that utilize Board of Supervisors' discretionary funds;
8. National contracts established for the purchase of equipment and supplies for and by the National Association of Counties, U.S. Communities Government Purchasing Alliance, or any similar related group purchasing organization;
9. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles Purchasing Policy and Procedures Manual, section P-3700 or a successor provision;
10. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, section 4.6.0 or a successor provision;
11. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section P-2810 or a successor provision;
12. A non-agreement purchase worth a value of less than $5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section A-0300 or a successor provision; or

13. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual section P-0900 or a successor provision;

14. Other contracts for mission critical goods and/or services where the Board of Supervisors determines that an exemption is justified.

B. Other laws. This chapter shall not be interpreted or applied to any Contractor in a manner inconsistent with the laws of the United States or California. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.070 Enforcement and Remedies.

A. The information furnished by each Contractor certifying that it is in compliance with this chapter shall be under penalty of perjury.

B. No Contractor shall willfully and knowingly make a false statement certifying compliance with this chapter for the purpose of obtaining or retaining a County contract.

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

1. Recommend to the Board of Supervisors the termination of the contract; and/or,

2. Pursuant to chapter 2.202, seek the debarment of the contractor; and/or,

3. Recommend to the Board of Supervisors that an exemption is justified pursuant to Section 2.206.060.A.14 of this chapter or payment deferral as provided pursuant to the California Revenue and Taxation Code. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.080 Severability.

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

ORDINANCE NO. _____

An ordinance amending Title – 17 Parks, Beaches and Other Public Places, to prohibit smoking in parks.

The Board of Supervisors of the County of Los Angeles ordains as follows:

SECTION 1. Section 17.04.035 is hereby added to read as follows:

17.04.035 Contract-operated facilities.

"Contract-operated facilities" means parks, which are operated, controlled, or maintained, in whole or in part, pursuant to an agreement with a lessee, concessionaire, operator, contractor, or vendor, for the purpose of providing recreational services to the public.

SECTION 2. Section 17.04.185 is hereby added to read as follows:

17.04.185 Smoking.

"Smoke" or "smoking" shall have the meaning as set forth in Section 11.64.020(B) of this code.

SECTION 3. Section 17.04.645 is hereby added to read as follows:

17.04.645 Smoking Prohibited.

Smoking shall be prohibited at all parks, except:

1. Smoking shall be permitted by actors who are acting during a permitted production or by models during a permitted photography session, unless otherwise determined by the Director, in consultation with the applicable Fire Official; and

2. Smoking shall be permitted within contract-operated facilities, in designated areas, at the discretion of the Director, in consultation with the operators of said facilities.

[1704035CSCC]