



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

John Wicker, Director

Norma E. Garcia, Chief Deputy Director

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

28 February 18, 2020

CELIA ZAVALA
EXECUTIVE OFFICER

February 18, 2020

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 AMENDMENT NUMBER ONE TO
THE OPERATING AGREEMENT BETWEEN
THE COUNTY OF LOS ANGELES AND THE
LOS ANGELES ARBORETUM FOUNDATION, INC.
AGREEMENT NUMBER 10352
(DISTRICT 5) (3 VOTES)**

SUBJECT

The recommended actions will approve Amendment Number One to the Operating Agreement between the County of Los Angeles and the Los Angeles Arboretum Foundation, Inc., Agreement Number 10352, for the operation and management of the Los Angeles County Arboretum and Botanic Garden, located in Arcadia. The recommended action will extend the initial term of the Agreement for an additional six years and delegate additional responsibilities for the management of the Los Angeles County Arboretum and Botanic Garden, now performed by the County to the Arboretum Foundation.

IT IS RECOMMENDED THAT THE BOARD:

1. Find that the approval of Amendment Number One to the Operating Agreement is not a project under the California Environmental Quality Act, for the reasons stated in this Board letter and the record.
2. Approve and instruct the Chair of the Board of Supervisors to execute Amendment Number One to the Operating Agreement between the County of Los Angeles and the Los Angeles Arboretum Foundation, Inc., Agreement Number 10352, for the operation and management of the Los Angeles County Arboretum and Botanic Garden, to extend the initial term by an additional six years, and delegate additional responsibilities, including setting fees and charges for such delegated

responsibilities, for the management of the Los Angeles County Arboretum and Botanic Garden, now performed by the County to the Arboretum Foundation.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

An Operating Agreement (Agreement) was entered into on the 1st day of July 2013 by and between the County of Los Angeles (County) and the Los Angeles Arboretum Foundation, Inc. (Foundation) for the collective management and operation of the Los Angeles County Arboretum and Botanic Garden (Arboretum). Since then, the County and Foundation have collectively managed the Arboretum.

Approval of recommended action to amend the Agreement will assure the continued operation of the Arboretum as a botanic garden and historical site through the successful operation and management by the Foundation for an additional six (6) years, through June 30, 2039. The County has determined that in order to enhance the public's experience and successfully promote and manage the different array of amenities at the Arboretum, the Foundation should acquire the additional responsibilities for the facility and outdoor rentals, including filming, weddings, and other functions now performed by County. The Foundation will accomplish the successful management of such responsibilities by setting fees for facility rentals, outdoor rentals, filming, and weddings, previously set by the Board, in order to provide competitive fees for similar services and increase funding to support the Arboretum. In the event the Director notifies Foundation that prices charged are not fair and reasonable, Foundation shall have the right to confer with the Director and justify said prices. The parties shall endeavor in good faith to reach agreement on those prices. In the event of a disagreement concerning those prices, and after conferring with the Foundation, the Director's decision with regard to prices shall be final and binding on the Foundation.

Upon approval of the Amendment, the Foundation shall create and/or hire the necessary position(s) at its own cost for the management of the required functions previously performed by the County employee. The County will delete one budgeted position allocated for the management of the delegated activities.

Implementation of Strategic Plan Goals

The proposed Amendment will further the County's Strategic Plan Goals to Foster Vibrant and Resilient Communities by supporting the wellness of our Communities (Goal II), and to Realize Tomorrow's Government Today by pursuing operational effectiveness, fiscal responsibility, and accountability (Goal III.3).

FISCAL IMPACT/FINANCING

Currently the Department of Parks and Recreation (Department) is projected to receive \$822,500 in revenue (Includes \$174,000 for various rentals and permits), and the Arboretum is projected to receive \$448,500 in revenue. The rentals and permits functions are being performed by the Department and 100% of the related revenues are collected by the Department.

With Amendment 1, the Department is anticipated to receive \$735,500 (Includes \$87,000 for various rentals and permits), and the Arboretum is anticipated to receive \$535,500 (Includes \$87,000 for various rentals and permits). The rentals and permits revenues are shared 50%-50% between the Department and Arboretum. The reduction of Department's revenue will be fully offset by the deletion of one budgeted Staff Assistant I position in the FY2020-21 Budget to reflect the rentals and

permits functions being transferred to the Arboretum. The Foundation shall hire the necessary staff, at its own cost, for the management of the required functions previously performed by County employee.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The Board is authorized by Government Code Section 25907 to lease County parks and recreation real property for the provision of services and property improvements that are consistent with public parks and recreational purposes. The proposed Agreement is consistent with said purposes.

The initial term of the Operating Agreement with the Foundation includes a provision whereby the County's Board or its designee may require the addition and/or change of certain terms and conditions in the Agreement during the term of the Agreement. The Director reserves the right to add and/or change such provisions as required by the Board. To implement such orders, an Amendment to the Agreement shall be prepared and may be modified only by further written agreement between the parties. Any such modification shall not be effective unless and until executed by Foundation, and in case of the County, until approved by the Board of Supervisors.

In addition, pursuant to the Agreement, responsibility for the management of facility rentals and outdoor rentals, including filming, weddings, and other functions now performed by the County, will be assigned to the Foundation.

County Counsel has approved the Amendment as to form.

ENVIRONMENTAL DOCUMENTATION

The proposed approval of Amendment Number One to the Operating Agreement is not subject to the California Environmental Quality Act (CEQA) because it is an activity that is excluded from the definition of a project by section 21065 of the Public Resources Code and section 15378(b) of the State CEQA Guidelines. The proposed action to amend the Agreement, which will extend the initial term of the Agreement for an additional six years, delegate additional responsibilities for the management of the Los Angeles County Arboretum and Botanic Garden now performed by the County of Los Angeles to Los Angeles Arboretum Foundation, Inc., and add new or revise existing terms and conditions in the Agreement as required by the County of Los Angeles Board of Supervisors, is an organizational or administrative activity of government which will not result in direct or indirect physical changes to the environment.

CONTRACTING PROCESS

The contracting process does not apply since the proposed Amendment does not require a solicitation per the terms of the existing Agreement. The recommended Amendment is authorized pursuant to Section 20.01.03, which allows for the modification of the Agreement only by further written agreement between the parties. The Department recommends that a modification of the existing Agreement is in the best interest of the Department and to improve the Arboretum experience by County residents. In addition, the proposed delegation of duties is authorized pursuant to Section 8.0, Transfer of Functions to Foundation, of the existing Agreement approved by the Board.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

There will be no negative impact on current public services.

CONCLUSION

It is requested that three (3) adopted copies of the action taken by your Board and two fully executed copies of the attached Amendment be forwarded to the Department of Parks and Recreation.

Should you have any questions, please contact, Hugo Maldonado at (626) 821-4645 or hmaldonado@parks.lacounty.gov, Brenda Tovar at (626) 588-5272 or btovar@parks.lacounty.gov, Kimberly Rios at (626) 588-5368 or krios@parks.lacounty.gov, or Dora Nuñez at (626) 588-5355 or dhnunez@parks.lacounty.gov.

Respectfully submitted,



JOHN WICKER

Director

JW: NEG:MRRL:BT:rc

Enclosures

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

**AMENDMENT NUMBER ONE TO AGREEMENT NUMBER 10352
OPERATING AGREEMENT BETWEEN THE COUNTY OF LOS ANGELES
AND THE LOS ANGELES ARBORETUM FOUNDATION, INC.
FOR THE OPERATION AND MANAGEMENT OF THE
LOS ANGELES COUNTY ARBORETUM & BOTANIC GARDEN**

This Amendment Number One “Amendment” to Agreement Number 10352 “Agreement” is made and entered into this 18th day of February, 2020 by and between the County of Los Angeles, hereinafter referred to as “**County**”, and the Los Angeles Arboretum Foundation, Inc., hereinafter referred to as “**Foundation**”.

W I T N E S S E T H:

WHEREAS, an Operating Agreement (Agreement) was entered into on the 1st day of July, 2013, for a 20-year term, with five (5), one-year extension options, for a maximum total Agreement term of twenty-five (25) years; by and between the County and Foundation for the collective management and operation of the Los Angeles County Arboretum & Botanic Garden (Arboretum); and

WHEREAS, Pursuant to Section 20.01, Amendments, of the Agreement, the County’s Board or its designee may require the addition and/or change of certain terms and conditions in the Agreement during the term of the Agreement. The Director reserves the right to add and/or change such provisions as required by the Board. To implement such orders, an Amendment to the Agreement shall be prepared and executed by Foundation and Director; and

WHEREAS, the County and Foundation have mutually agreed to extend the initial term of the Agreement an additional six (6) years, ending June 30, 2039; and

WHEREAS, pursuant to the Agreement, the Director of the Department of Parks and Recreation (Director) has the authority to delegate responsibility for the management of facility rentals and outdoor rentals, including filming, weddings, and other functions now performed by County to Foundation, with prior approval by the County of Los Angeles Board of Supervisors (Board). Any transfer of revenues to Foundation will be offset by commensurate reductions in County expenses; and

WHEREAS, to perform the delegated responsibilities for the management of facility rentals and outdoor rentals and increase revenue for the enhancement of the Arboretum, Foundation will have delegated authority to set such fees for facility rentals, outdoor rentals, filming, weddings, and other fees previously set and approved by the Board, with the exception of admission and tram fees; and

WHEREAS, it has been mutually agreed between County and Foundation to amend as herein provided said Agreement to extend the initial Agreement term and delegate the responsibility for the management of facility rentals and outdoor rentals, including filming, and wedding functions to Foundation, and to add and/or change additional terms and conditions in the Agreement as required by the Board.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter contained, the parties hereto agree to amend the Agreement effective the first day of the month following the Los Angeles County Board of Supervisors approval, as follows:

1. Paragraph 1.01 – **APPLICABLE DOCUMENTS**, first sentence is amended to include Exhibits K through Q as part of the Agreement.
 - 1.01 Exhibits A, B, C, D, E, F, G, H, I, J, K, L, M, N, O, P, and Q and R are attached to and form part of this Agreement.

2. Paragraph 6.03, **BUDGET AND FUNDING**, is amended to add a sentence at the end of the paragraph as follows:
 - 6.03 Binding restrictions placed by donors on bequests and donations for capital improvements at the Arboretum are subject to review and approval in accordance to Section 14.0, Improvements, and Section 20.80, Naming Rights, of the Agreement.

3. Paragraph 8.01 – **TRANSFER OF FUNCTIONS TO FOUNDATION** is deleted in its entirety and replaced as follows to include the management of facility rentals, outdoor rentals, filming activities, wedding functions, and operation of the Café.
 - 8.01 Pursuant to the provision of this Agreement, Foundation shall perform certain functions as follows: cashiering; receiving, handling and accounting

for admission and tram fees; operating tram service; greeting and orienting visitors; answering telephones; responding to visitor and phone inquiries. Beginning July 1, 2020, the Foundation shall begin managing facility rentals and outdoor rentals, including, filming and photography, wedding functions, and management of the Café. Foundation shall perform those functions in accordance with the terms of this Agreement and all applicable County ordinances, rules and regulations and State and Federal laws. To perform these duties, Foundation shall create and hire appropriate new positions as determined by the Arboretum Executive Officer and Foundation. Foundation is responsible for all salaries, benefits and insurance requirements for said Foundation staff. Furthermore, the Foundation shall retain the current County budgeted positions for the management of facility rentals, outdoor rentals, filming and photography, and wedding functions. County shall absorb the employees' salary, including employee benefits and approved salary increases. Foundation shall have the right to make any changes related to the organization, direction, and responsibilities of the employees in relation to the management of such functions. Upon termination of County employment, Foundation shall create and/or hire the necessary position(s) at its own cost for the management of the required functions previously performed by County employee(s). Foundation shall be required to pay, on a per event basis, any applicable staffing charges for the use of supplemental County staff used for event set ups, clean ups, monitoring, and any other Foundation obligations. Staff charges are subject to change by the Board of Supervisors and may vary from year to year during the term of this Agreement. Payment of supplemental staff fees, shall be made by the Foundation to the Department on or before the fifteenth (15th) day of the calendar month, following the event County staff is used. Foundation shall provide the Department's Revenue Unit with the staff positions and the hours used by the supplemental staff to obtain the amount to be reimbursed to the Department. Payments shall be made by check or draft and payable to the County of Los Angeles Department of

Parks and Recreation and mailed or otherwise delivered to the County of Los Angeles Department of Parks and Recreation, Accounting Division, 1000 S. Fremont Ave. Building A-9 West, Unit 40, 2nd Floor, Alhambra, CA 91803.

4. Paragraph 8.07 – **TRANSFER OF FUNCTIONS TO FOUNDATION**, is deleted and replaced as follows:

8.07 The Executive Officer, Arboretum will approve a schedule of events and provide County with a semiannual schedule of upcoming events. Effective July 1, 2020, Foundation shall have the right to set all fees and charges for these special events, facility rentals and outdoor rentals, including filming, weddings, and other functions. Said prices shall be fair and reasonable based upon the following considerations: 1) that the Arboretum is intended to serve the needs of the public for the goods and/or services supplied at a fair and reasonable cost; 2) that, except in the case of fundraising events, there is comparability with prices charged for similar goods and/or services supplied in the Los Angeles Metropolitan Area; and 3) that of profit margin in view of the cost of providing same in compliance with the obligations assumed in this agreement. In the event the Director notifies Foundation that prices charged are not fair and reasonable, Foundation shall have the right to confer with the Director and justify said prices. The parties shall endeavor in good faith to reach agreement on those prices. In the event of a disagreement concerning those prices, and after conferring with the Foundation, the Director's decision with regard to prices shall be final and binding on the Foundation. For any such event involving the sale and consumption of alcoholic beverages, Foundation shall complete, and keep copies in its files, the necessary documents in accordance with the Department of Parks and Recreation Rules and Regulations and County Codes. Admission Fees and Tram Fees shall be established by the County Board of Supervisors set forth in Exhibit B.

5. Paragraph 9.1, **TERM OF AGREEMENT**, is deleted in its entirety and replaced as follows:

9.01 The term of this Agreement shall be for twenty-six (26) years commencing July 1, 2013, unless sooner terminated or extended, in whole or in part, as provided in this Agreement.

6. Paragraphs 10.04 and 10.05, **REVENUE SHARING**, are deleted in their entirety and replaced as follow:

10.04 All admission and tram revenues that exceed an annual total of \$700,000, inclusive of the Annual Management Fee, shall be evenly divided between the County and the Foundation with each party receiving a "Revenue Share" of 50%. Within 90 days of the conclusion of each fiscal year, the Foundation shall provide the County with its "Revenue Share," defined as 50% of any revenues above a total of \$700,000. Upon delegation of new functions to Foundation all revenues received through the delegated functions shall become part of the "Revenue Share" and be evenly divided between the County and the Foundation with each party receiving a "Revenue Share" of 50%. Beginning Fiscal Year 2020-21, the Annual Management Fee and the Annual Revenue Sharing Baseline shall be adjusted annually at the sole discretion of the County, based on the most recent published percentage change in the U.S. Department of Labor, Bureau of Labor Statistics' Consumer Price Index (CPI) for the Los Angeles-Riverside-Orange County Area for the twelve (12) month period preceding the Agreement anniversary date. The Foundation will deposit its Revenue Share in an account set-up by the Foundation and named "Los Angeles County Arboretum and Botanic Garden Projects and Programs" (Arboretum Account) and used exclusively for enhancements to the Arboretum (projects, programs, staffing, etc.) in accordance with a spending plan approved by the Department's Director. The Revenue Share owed to the County shall be paid by the Foundation no later than 30 days after the conclusion of the fiscal year. Total receipts for the year, and the amount of any Revenue Share, will be determined by

Foundation and the Department's Accounting Section. In Year Six of the Agreement, Foundation and Director may meet to reassess division of revenues.

10.05 Within 30 days of the statement month, Foundation shall provide County with a monthly statement of revenue collections of all revenue collected through this agreement. In accordance with County book closing deadlines, the June statement will be submitted to the County no later than July 15th of each year. Within 30 days of the end of the fiscal year, Foundation shall: 1) submit to County's accounting section an itemized statement of all revenues for the fiscal year; 2) provide an annual financial statement of Arboretum Foundation operating expenses for performance of duties listed in Section 8.01; and 3) provide an annual financial statement for the Arboretum Account. Foundation shall manage cash receipts and establish accounts, accounting procedures, and audits in compliance with the requirements of the Los Angeles County Auditor Controller.

7. Paragraphs 13.02 and 13.03 – **BOOKS, RECORDS, ACCOUNTS AND REPORTS**, the word “admission(s)” is deleted and replaced with “revenues”.

8. Paragraph 18.02.01 – **FOUNDATION OBLIGATIONS** is deleted in its entirety and replaced as follows to include additional functions delegated to the Foundation.

18.02.01 During the term of this Agreement, Foundation, shall provide personnel and services appropriate to enable Foundation or its permitted subcontractors to provide the following services:

- a. Admissions and cashiering
- b. Tram services

Effective July 1, 2020:

- c. Management of facility and outdoor rentals
- d. Management of filming and photography activities and permits
- e. Management of wedding functions
- f. Operation of the Café

9. Add Paragraph 18.02.03 – **FOUNDATION OBLIGATIONS**, as follows.
18.02.03 Foundation shall operate the tram a minimum of five (5) days a week, Wednesday through Sunday, during regular Arboretum hours of operation as established in Exhibit A, Hours of Operation.

10. Paragraph 20.02.10 – **SUBLICENSES AND CONTRACTORS**, is deleted in its entirety and replaced as follows to include Department of Parks and Recreation’s change of address:
12.02.10 Foundation shall obtain certificates of insurance, which establish that the subcontractor maintains all the programs of insurance required by County from each approved subcontractor. Foundation shall ensure delivery of all such documents to: County of Los Angeles, Department of Parks and Recreation, Attn: Contracts Division, 1000 S. Fremont Ave., Unit #40, Building A-9 West, 2nd Floor, Alhambra, CA 91803, before any subcontractor employee may perform any work hereunder.

11. Paragraph 20.11.01, **CONSIDERATION OF HIRING GAIN/GROW PARTICIPANTS**, shall be deleted in its entirety and replaced as follows:
20.11.01 Should Foundation require additional or replacement personnel after the effective date of this Agreement, Foundation 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 Foundation’s minimum qualifications for the open position. For this purpose, consideration shall mean that the Foundation will interview qualified candidates. The County will refer GAIN/GROW participants by job category to Foundation. Foundation shall report all job openings with job requirements to: gaingrow@dpss.lacounty.gov and bsservices@wdacs.lacounty.gov and DPSS will refer qualified GAIN/GROW job candidates.

12. Paragraph 20.26.1 (e) – **EVIDENCE OF COVERAGE AND NOTICE TO COUNTY** is deleted in its entirety and replaced as follows to include Department of Parks and Recreation’s change of address:

e. Certificates and copies of any required endorsements shall be sent to:
County of Los Angeles, Department of Parks and Recreation
Contracts Division
1000 S. Fremont Ave., Unit #40, Building A-9 West, 2nd Floor, Alhambra,
CA 91803.

13. Add Section 20.67 – **FOUNDATION’S STAFF AND VOLUNTEER IDENTIFICATION**

Foundation shall establish an identification system for personnel and volunteers assigned to the Arboretum which clearly indicates to the public the staff and volunteers performing services under this Agreement. The identification system shall be furnished at the Foundation’s expense and may include, but not be limited to, name and photo badges.

14. Add Section 20.68 – **CONFIDENTIALITY**

20.68.01 Foundation shall maintain the confidentiality of all records and information in accordance with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures relating to confidentiality, including, without limitation, County policies concerning information technology security and the protection of confidential records and information.

20.68.02 Foundation and County (each an “Indemnitor”) each will indemnify, hold harmless and defend the other (including without limitation their respective elected and appointed officials, officers, employees, agents and trustees) (individually and collectively “Indemnitees”), from and against any liabilities, obligations, damages, losses, claims, demands, recoveries, settlements, deficiencies, costs and/or expenses (including

without limitation, reasonable attorney's fees, and accounting and expert, consulting or other professional fees) which Indemnitees or any of them may suffer or incur resulting from or arising out of (i) the breach by Foundation or County of any of its respective representations, warranties, covenants or obligations contained in this Agreement, (ii) the non-compliance by Foundation or County with any applicable federal, state or local laws or regulations, and/or (iii) Foundation's or County's respective negligence or willful misconduct.

Any potential Indemnitee shall give written notice to the Foundation and the County of any demand for indemnity promptly upon learning of any claim or situation which may be subject to the indemnity obligations in this Agreement. Such notice shall provide the basis for the demand for indemnity, and include without limitation copies of any third party demands or legal action for which the proposed indemnity is requested. Indemnitor shall in writing promptly either accept the Indemnity obligation, or explain why it is rejecting the request for indemnity.

Indemnitor shall conduct the legal defense pursuant to its indemnification obligations hereunder with counsel selected by Indemnitor. Notwithstanding the previous sentence, Indemnitee(s) shall have the right to participate in any such defense at its sole cost and expense. Indemnitor shall not have the right to enter into any settlement, agree to any injunction or judgment, or make any admission, on behalf of any Indemnitee, without that Indemnitee's prior written approval; except that an Indemnitor may settle any such indemnified matter if such settlement does not require any Indemnitee to assume or suffer any obligation other than to provide a release that has no independent economic value to the Indemnitee. No Indemnitee shall have the right to enter into any settlement, agree to any injunction or judgment, or make any admission, on behalf of any Indemnitor, without that Indemnitor's prior written approval. Indemnitor shall not be required to provide any indemnity with respect to any such settlement, injunction,

judgment, admission or other resolution agreed to or suffered by an Indemnitee without notice to the Indemnitor, and its prior written approval. Any Indemnitees must give the Indemnitor and defense counsel the Indemnitee's complete, reasonable support and participation in the defense, including without limitation providing testimony and documentary evidence, as a condition of the indemnity hereunder continuing with respect to each such proposed indemnity. Indemnitor shall not be required to seek any affirmative relief on behalf of any Indemnitee.

If request(s) for indemnity are made hereunder with respect to situations in which both Indemnitors have acted or failed to act in ways that would require them to provide indemnity hereunder, the parties shall negotiate in good faith to allocate the amount of the indemnity between them in an equitable manner, informed by the principles of comparative negligence. This Section 20.68.02 supersedes, restates and replaces all indemnity obligations set forth in the Agreement.

20.68.03 Foundation shall inform all of its officers, employees, agents and subcontractors providing services hereunder of the confidentiality provisions of this Agreement.

15. Add Section 20.69 – **TERMINATION FOR IMPROPER CONSIDERATION**

20.69.01 The County may, by written notice to the Foundation, immediately terminate the right of the Foundation to proceed under this Agreement if it is found that consideration, in any form, was offered or given by the Foundation, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing this Agreement or securing favorable treatment with respect to the award, amendment, or extension of this Agreement or the making of any determinations with respect to the Foundation's performance pursuant to this Agreement. In the event of such termination, the County shall be entitled to pursue the

same remedies against the Foundation as it could pursue in the event of default by the Foundation.

20.69.02 The Foundation 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.

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

16. Add Section 20.70 – **TIME OFF FOR VOTING**

20.70.01 The Foundation shall notify its employees and shall require each subcontractor of Foundation to notify and provide to its employees, information regarding the time off for voting law (Elections Code Section 14000). Not less than ten (10) days before every statewide election, every contractor and subcontractors shall keep posted conspicuously at the place of work, if practicable, or elsewhere where it can be seen as employees come or go to their place of work, a notice setting forth the provisions of Section 14000.

17. Add Section 20.71 – **INTEGRATED PEST MANAGEMENT PROGRAM COMPLIANCE**

20.71.01 Foundation acknowledges that County has established an Integrated Pest Management Program (the Program) which aims to reduce or eliminate pollutants moved into surface water through storm water management systems and facilities. Foundation certifies compliance on Exhibit K (Integrated Pest Management Program Compliance Certification), that Foundation has reviewed, understands, and will adhere to the County's IPM Program requirements as set forth in this

Paragraph 20.72 (Integrated Pest Management Program Compliance) and at: www.lacountyipm.org.

20.71.02 Foundation must ensure and certify that its employees who apply pesticides on County owned or maintained property are appropriately trained. The training, which must be conducted on an annual basis, but no later than June 30th of each calendar year, must meet the County's minimum requirements under the Program.

20.71.03 Employee training may be self-certified by Foundation, provided the County has the ability to audit the training, and must include, at a minimum, the following:

- The potential for pesticide-related surface water toxicity;
- Proper use, handling, and disposal of pesticides;
- Least toxic methods of pest prevention and control, including IPM; and
- Reduction of pesticide use.

20.71.04 All users of commercial pesticides are required by State law to provide a monthly pesticide report to the Los Angeles County Department of Agricultural Commissioner/ Weights and Measures (ACWM). In addition to the mandatory monthly reporting requirement, Foundation shall provide to the Department, with a copy to the ACWM, an annual summary of the pesticides used outdoors on County-owned or maintained property by Fiscal Year (July 1 to June 30). For each pesticide, the summary shall include all of the following:

- Product trade name
- Active ingredient(s)
- EPA Registration Number
- Total amount used

The units reported shall be appropriate to the product (gallons, ounces, pounds, etc.).

18. Add Section 20.72 – **COMPLIANCE WITH COUNTY’S ZERO TOLERANCE POLICY ON HUMAN TRAFFICKING**, as follows:

Foundation acknowledges that the County has established a Zero Tolerance Policy on Human Trafficking prohibiting from engaging in human trafficking, Exhibit Q.

If the Foundation or a member of the Foundation’s staff is convicted of a human trafficking offense, the County shall require that the Foundation or member of Foundation’s staff be removed immediately from performing services under the Agreement. County will not be under any obligation to disclose confidential information regarding the offenses other than those required by law. Disqualification of any member of Foundation’s staff pursuant to this paragraph shall not relieve Foundation of its obligation to complete all work in accordance with the terms and conditions of this Agreement.

19. Add Section 20.73 - **FOUNDATION’S STAFF, VOLUNTEERS AND EMPLOYMENT PRACTICES**, as follows:

20.73.1 Foundation shall maintain adequate and proper staffing for the Arboretum operations at all times. Such staff shall conduct their activities and operations with courtesy and consideration to members of the public.

20.73.2 At any time prior to or during the term of this Agreement, the County may require that all of the Foundation’s staff and volunteers, including but not limited to Los Voluntarios, performing work under this Agreement undergo and pass, to the satisfaction of the County, a background investigation, as a condition of beginning and continuing to work under this Agreement. Such background investigation must be obtained through fingerprints submitted to the California Department of Justice to include State, Local, and Federal-level review, which may include, but shall not be limited to, criminal conviction information. The fees associated with the background investigation shall be at the expense of the Foundation, regardless of whether the member of Foundation’s staff

or volunteer passes or fails the background investigation. Background investigations must be accomplished by using the Department's approved Request For Live Scan Service Form containing the Department's mail code assigned by the Department of Justice (Exhibit N).

- 20.73.3 Director may request that Foundation's staff or volunteers be immediately removed from working on the County Agreement at any time during the term of the Agreement. County will not provide to Foundation or to Foundation's staff any information obtained through the County background clearance.
- 20.73.4 Director may immediately deny or terminate facility access to Foundation's staff or volunteers who do not pass such investigation(s) to the satisfaction of the County whose background or conduct is incompatible with County facility access, at the sole discretion of the Director.
- 20.73.5 Foundation warrants that it fully complies with all laws regarding employment of aliens and others, and that all its employees performing services hereunder meet the citizenship or alien status requirements contained in federal and state statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986 (P.L. 99-603). Contractor shall obtain, from all covered employees performing services hereunder, all verification and other documentation of employment eligibility status required by federal statutes and regulations as they currently exist and as they may be hereafter amended. Foundation shall retain such documentation for all covered employees for the period prescribed by law. Foundation 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 Foundation or County or both in connection with any alleged violation of federal statutes or regulation pertaining to the eligibility for employment of persons performing services under this Agreement.

20.73.6 Volunteers

A volunteer is a person who performs hours of voluntary service for civic, charitable, humanitarian, recreational or other reasons without a promise of compensation other than expense reimbursement. Volunteers will be required to be screened and background checked prior to their start of service. Fees associated with screen and background checks will be the sole responsibility of the Foundation. Foundation shall accept responsibility for its volunteer(s) and ensure that all volunteers are screened and fingerprinted, at Foundation's sole cost, prior to volunteering at the Arboretum.

20.73.7 Disqualification of any member of Foundation's staff or volunteer pursuant to this Section 20.68, shall not relieve Foundation of its obligation to complete all work in accordance with the terms and conditions of this Agreement.

20. Add Section 20.74 - **SAFETY**

20.74.01 The Foundation agrees to perform all functions outlined in this Agreement in such a manner as to meet all accepted standards for safe practices during the 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 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 Foundation's employees, agents of the County, vendors, members of the public or others from foreseeable injury, or damage to their property. The Foundation shall inspect all potential hazards at said facilities and keep a log indicating date inspected and action taken.

20.74.02 It shall be the Foundation's responsibility to inspect, and identify, any condition(s) that renders any portion of the premises occupied primarily

by Foundation, unsafe, as well as any unsafe practices occurring thereon. The Director shall be notified immediately of any unsafe condition that requires major correction. The Foundation and/or County, dependent upon the terms of this Agreement, shall be responsible for making corrections so as to protect members of the public or others from injury. During the required hours of operation, the Foundation, in coordination with the County, 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 Foundation 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.

21. Add Section 20.75 – **FILMING/PHOTOGRAPHY**

In the event that any filming is proposed to be conducted at the Arboretum, Foundation is required to secure the required filming permits from Film LA, Inc. Film L.A. may be reached at (213) 977-8600, or www.filmla.com. Effective July 1, 2020, Foundation will be responsible for collecting all fees associated with filming and photography. In addition, Foundation shall be responsible for ensuring that all companies conducting filming and photography at the Arboretum comply with the County's insurance requirements.

22. Add Section 20.76 – **EMERGENCY ACTION PLAN**

Foundation shall implement an Emergency Action Plan at the Arboretum. The Emergency Action Plan shall be posted at a visible location at the Arboretum for all staff and patrons to access. The plan must include safety guidelines that meet the local fire department standards, health and safety codes and meet the United States Department of Labor Occupational Safety and Health Administration (OSHA) standards [29 CFR 1910.38(a)].

23. Add Section 20.77 - **TERMINATION UPON TRANSFER OF TITLE OR PARK CLOSURE**, as follows.

20.77.01 Notwithstanding any other provision of this Agreement, in the event the County transfers its interest in the Arboretum to a governmental agency (assignee), the County reserves the right to: terminate this Agreement; or provided there is consent Agreement to said assignee. County shall provide the Foundation with notice of termination or assignment of this Agreement pursuant to this provision.

20.77.02 Notwithstanding any other provision of this Agreement, in the event the County closes the Arboretum, this Agreement shall be terminated upon the effective date of such closure. Upon the effective date of park closure, Foundation shall immediately cease its operations, and within fifteen (15) days therefrom remove all items of its personal property, equipment, and inventory. County shall provide advance notice to the Foundation of such park closure.

24. Add Section 20.78 – **VENDING MACHINE NUTRITION POLICY** as follows:

Foundation acknowledges and agrees that throughout of the term of this Agreement:

- a) by separate license agreement with a third-party provider (hereinafter the “Provider”), the County has approved the placement of vending machines, and authorized the sale of beverages from said vending machines at County parks; and
- b) the aforementioned license agreement contains a provision granting the Provider a right-of-first-refusal to provide additional beverage vending machines at County Parks, and that a waiver of the provider’s right-of-first-refusal is required in order to permit the Foundation to sell non-alcoholic beverages from vending machines at the Arboretum.

The Foundation shall comply with the County of Los Angeles Vending Machine Nutrition Policy (Exhibit M).

- 20.78.01 Foundation shall display all bottled water in eye-level sections of the beverage vending machines. Only food and beverage products that meet the County of Los Angeles Vending Machine Nutrition Policy shall be advertised on snack and beverage vending machines. Beverages and snacks that meet the policy's nutrition guidelines can vary by brand; therefore, it is important to compare the Nutrition Facts label before including them as an acceptable stocking item. Foundation is encouraged to prominently display "Choose Health LA" signage that promotes healthy food and beverage options on all vending machines (signage shall be provided by the Los Angeles County Department of Public Health).
- 20.78.02 The Department of Public Health (DPH) may periodically monitor these Agreements to ensure the Foundation's compliance with the County of Los Angeles Vending Machine Nutrition Policy. DPH shall communicate its findings to the Chief Executive Office and/or Department of Parks and Recreation. Failure to comply with the County of Los Angeles Vending Machine Nutrition Policy may, in the Director's sole discretion, constitute a breach of this Agreement.
- 20.78.03 Please contact the Los Angeles County Department of Public Health, Division of Chronic Disease and Injury Prevention at (213) 351-7825 or email at chronic_disease@ph.lacounty.gov if you have any questions on the vending machine policy and product compliance.
25. Add Section 20.79 – **GREEN INITIATIVES** as follows:
Foundation shall use reasonable efforts to initiate "green" practices for environmental and energy conservation benefits. Foundation shall purchase, store, and use environmentally and human friendly products that are compatible with products used by County. Foundation shall effectively manage waste, water, energy, and material resources by promoting integrative and collaborative solutions at the Arboretum.

26. Add Section 20.80 – **NAMING RIGHTS** as follows:

County hereby grants Foundation the right to name certain portions of the Arboretum for major donors to Foundation, but only pursuant to a plan attached hereto, Exhibit R, as approved by the Board. All proceeds and interest from such naming plan a) shall be applied to activities of Foundation at the Arboretum, or b) contributed to an endowment fund of Foundation, the income from which shall be applied to activities of Foundation at the Arboretum or c) applied in a manner set forth in the plan with respect to naming approved by the Board. The rights granted by this Section shall not permit Foundation to place the name of any person or entity on the Arboretum's main entrance or to describe the Property by any other name than the Arboretum. Naming Rights may be extended through subsequent renewals of the Agreement, but would cease if the Agreement is terminated or not renewed, and all such rights would revert to the County.

27. Add Section 20.81, **COMPLIANCE WITH THE COUNTY POLICY OF EQUITY**, as follows:

Foundation acknowledges that the County takes its commitment to preserving the dignity and professionalism of the workplace very seriously, as set forth in the County Policy of Equity (CPOE) (<https://ceop.lacounty.gov/>). Foundation further acknowledges that the County strives to provide a workplace free from discrimination, harassment, retaliation and inappropriate conduct based on a protected characteristic, and which may violate the CPOE. Foundation, its employees and subcontractors acknowledge and certify receipt and understanding of the CPOE. Failure of the Foundation, its employees or its subcontractors to uphold the County's expectations of a workplace free from harassment and discrimination, including inappropriate conduct based on a protected characteristic, may subject the contractor to termination of contractual agreements as well as civil liability.

28. Add Section 20.82, **COMPLIANCE WITH FAIR CHANCE EMPLOYMENT PRACTICES**, as follows:

Foundation shall comply with fair chance employment hiring practices set forth in California Government Code Section 12952, Employment Discrimination: Conviction History. Contractor's violation of this paragraph of the Agreement may constitute a material breach of the Agreement. In the event of such material breach, County may, in its sole discretion, terminate this Agreement.

29. Add Section 20.83, **CONTRACTOR'S CHARITABLE ACTIVITIES COMPLIANCE**, as follows:

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

30. Exhibit B – **ADMISSION FEES**, is deleted in its entirety and replaced with revised Exhibit B, attached hereto, to allow for Foundation to set the fees and charges.

31. Exhibit H – **COUNTY/FOUNDATION NOTICES**, is deleted in its entirety and replaced with revised Exhibit H, attached hereto, to reflect the change of address for the Department of Parks and Recreation Contracts Division.

32. Exhibit K - **INTEGRATED PEST MANAGEMENT PROGRAM COMPLIANCE FORM**, is added and attached hereto, as required under Section 20.71, **INTEGRATED PEST MANAGEMENT PROGRAM COMPLIANCE**.

33. Exhibit L – **COUNTY OF LOS ANGELES DEPARTMENT OF PARKS AND RECREATION STAFF FEES**, is added and attached hereto, as required under Section 18.02.03.
34. Exhibit M – **COUNTY OF LOS ANGELES VENDING MACHINE NUTRITION POLICY**, is added and attached hereto, as required under Section 20.78.
35. Exhibit N – **REQUEST FOR LIVE SCAN SERVICE FORM**, is added and attached hereto, as required under Section 20.73.
36. Exhibit O – **COMPLIANCE WITH FAIR CHANCE EMPLOYMENT HIRING PRACTICES CERTIFICATION**, is added and attached hereto, as required under Section 20.82.
37. Exhibit P - **CHARITABLE CONTRIBUTIONS CERTIFICATION**, is added and attached hereto, as required under Section 20.83.
38. Exhibit Q - **ZERO TOLERANCE POLICY ON HUMAN TRAFFICKING CERTIFICATION**, is added and attached hereto, as required under Section 20.72.
39. Exhibit R – **NAMING RIGHTS PLAN**, is added and attached hereto, as referenced under Section 20.80.
40. Except as expressly provided in this Amendment, all other terms and conditions of the Agreement shall remain in full force and effect.
41. Foundation represents and warrants that the person executing this Amendment for Foundation is an authorized agent who has actual authority to bind Foundation to each and every item, condition, and obligation of the Amendment and that all requirements of Foundation have been fulfilled to provide such actual authority.

IN WITNESS WHEREOF, Foundation has executed this Amendment Number One to Agreement Number 10352 or caused it to be duly executed and County of Los Angeles, by order of its Board of Supervisors has caused this Amendment to be executed on its behalf by the Director of Parks and Recreation thereof, the day and year first above written.

LOS ANGELES ARBORETUM FOUNDATION, INC.

By Richard Schulhof
Richard Schulhof
Chief Executive Officer

By William Lincoln
William Lincoln
President



COUNTY OF LOS ANGELES

By Kathryn Barger
Kathryn Barger
Chair, Board of Supervisors

79060

ATTEST:

Celia Zavala, Executive Officer
of the Board of Supervisors

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

28 FEB 18 2020

By [Signature]
Deputy

Celia Zavala
CELIA ZAVALA
EXECUTIVE OFFICER

APPROVED AS TO FORM:

MARY C. WICKHAM
County Counsel

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

By Christina Angeles
Christina Angeles
Principal Deputy County Counsel

CELIA ZAVALA
Executive Officer
Clerk of the Board of Supervisors

By [Signature]
Deputy

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On FEBRUARY 4, 2020, before me, **Dean C. Logan, the Registrar-Recorder/County Clerk of the County of Los Angeles**, personally appeared WILLIAM MACDOWELL LINCOLN who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Dean C. Logan
Registrar-Recorder / County Clerk
County of Los Angeles

By 
Deputy County Clerk

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On FEBRUARY 4, 2020, before me, **Dean C. Logan, the Registrar-Recorder/County Clerk of the County of Los Angeles**, personally appeared RICHARD CRAIG SCHULHOF who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Dean C. Logan
Registrar-Recorder / County Clerk
County of Los Angeles

By 
Deputy County Clerk

EXHIBIT B

COUNTY OF LOS ANGELES ARBORETUM AND BOTANIC GARDEN BOARD APPROVED FEES AND CHARGES

DESCRIPTION	FACILITY TYPE	FEE
Admission Fees	Adult	\$15 per day
	Senior Citizen or Student w/ID	\$11 per day
	Children (5-12 years old)	\$5 per day
	Group reserved Adult Admission (Minimum 25 persons)	\$11 per person
	Group reserved Adult Admission and Tram Tour (Minimum 25 persons)	\$17 per person
Tram Tour		\$8 per person

*Visitors under 18 years of age must be accompanied by an adult.
Admission free on the third Tuesday of the month.*

EXHIBIT H

COUNTY/FOUNDATION NOTICES

COUNTY:

County of Los Angeles
Department of Parks and Recreation
Contracts Division
1000 S. Fremont Avenue, Unit #40
Alhambra, CA 91803

FOUNDATION:

Los Angeles County Arboretum Foundation, Inc.
Attn: Chief Executive Officer
301 North Baldwin Avenue
Arcadia, CA 91007

EXHIBIT K

INTEGRATED PEST MANAGEMENT PROGRAM COMPLIANCE CERTIFICATION

Company Name: LOS ANGELES COUNTY ARBORETUM FOUNDATION, INC.		
Company Address: 301 N. BALDWIN AVENUE		
City: ARCADIA	State: CA	Zip Code: 91007
Telephone Number:	Email address:	
Solicitation/Contract for	Services OPERATION OF THE LOS ANGELES ARBORETUM	

PROPOSER CERTIFICATION

The County of Los Angeles is a permittee to a National Pollutant Discharge Elimination System Permit (NPDES Permit) issued by the Los Angeles Regional Water Quality Control Board to reduce or eliminate pollutants moved into surface water through storm water management systems and facilities. One of the conditions of the NPDES Permit is the Integrated Pest Management Program (IPM Program) which was developed to reduce the impact of pesticides and fertilizers to surface water. Among other things, the IPM Program imposes requirements to County Purchasing and Contracting, which are outlined in Section 8.55 (Integrated Pest Management Program Compliance) of the proposed Contract. The entire Countywide IPM Program is available at www.lacountyipm.org

Proposer acknowledges and certifies compliance with Section 8.55 (Integrated Pest Management Program Compliance) of the proposed Contract and agrees that proposer or a member of its staff performing work under the proposed Contract will be in compliance. Proposer further acknowledges that noncompliance with the County's IPM Program may result in rejection of any proposal, or cancellation of any resultant Contract, at the sole judgment of the County.

I declare under penalty of perjury under the laws of the State of California that the information herein is true and correct and that I am authorized to represent this company.


Print Name: William Lincoln	President
Signature: 	November 8, 2019

EXHIBIT L

**COUNTY OF LOS ANGELES
DEPARTMENT OF PARKS AND RECREATION**

STAFF FEES

EMPLOYEE ITEM NUMBER	EMPLOYEE TITLE	ANNUAL FEE
0289A	ARBORETA SPECIAL EVENTS COORDINATOR	\$91,000.00
0907A	STAFF ASSISTANT I	\$91,000.00

SUPPLEMENTAL STAFF FEES (PER EVENT)

EMPLOYEE ITEM NUMBER	EMPLOYEE TITLE	HOURLY RATE
0295A	SUPERINTENDENT ARBORETUM	\$152.67
0289A	ARBORETUM SPECIAL EVENTS COORDIANTOR	\$81.63
0352A	GROUNDS MAINTENANCE WORKER I	\$55.10
6622A	SENIOR GENERAL MAINTENANCE WORKER I	\$75.62
0313A	SENIOR BIOLOGIST 0313A	\$121.39
0907A	STAFF ASSISTANT I	\$72.69
6774H	CUSTODIAN	\$48.19
8595A	CREW INSTRUCTOR	\$76.74

Foundation must request a current rate from the Department's Revenue Unit for items not listed

Policy #:	Title:	Effective Date:
3.115	County of Los Angeles Vending Machine Nutrition Policy	8/8/2006

PURPOSE

Obesity rates are rising in the county among both children and adults. Obesity and poor nutrition are among the leading causes of chronic disease, including type 2 diabetes, heart disease, stroke, and cancer, and are major drivers of the escalating health care costs. The abundance of inexpensive low-nutrient, calorie-dense food and beverages in community and work environments are important contributors to unhealthy dietary practices. The purpose of the County of Los Angeles Vending Machine Nutrition Policy is to encourage healthier diets by increasing access to healthy food and beverages and reducing access to unhealthy food and beverage options for County employees and the public at County facilities.

REFERENCE

August 8, 2006, Board Order 25

February 17, 2009 - Board of Supervisors Statement of Proceedings:
<http://file.lacounty.gov/bos/supdocs/47636.pdf>

August 18, 2009 - Board of Supervisors Statement of Proceedings

POLICY

This policy would affect County-contracted vending machine suppliers by requiring them to change the products they offer to meet County of Los Angeles Vending Machine Nutrition Policy guidelines in all County facilities and offices, except where exempted by the Board of Supervisors. This policy as it exists now or may exist in the future will apply to all new vending machine agreements as well as any new amendments to existing vending contracts. It is anticipated that County employees who purchase items from vending machines will be positively impacted by the policy by having a broad range of healthier foods and beverages from which to choose. County of Los Angeles Vending Machine Nutrition Policy guidelines are listed below. A list of examples of foods and beverages that comply with these guidelines are available upon request from the Department of Public Health.

All snacks and beverages sold in County-contracted vending machines must adhere to the following nutrition guidelines:

Snacks in Vending Machines

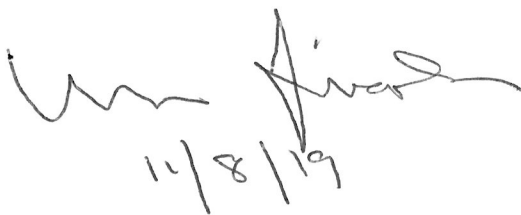
An individually sold snack that has no more than:

- a) 35% of its calories from fat (excluding legumes, nuts, nut butters, seeds, eggs, non-fried vegetables, and cheese packaged for individual sale)
- b) 10% of its calories from saturated fat (excluding eggs and cheese packaged for individual sale)
- c) 35% sugar by weight (excluding fruits and vegetables)
- d) 250 calories per individual food item or package if a pre-packaged item
- e) 360 mg of sodium per individual food item or package if a pre-packaged item

Beverages in Vending Machines

- a) Drinking water (including carbonated water products)
- b) Fruit-based drinks that are at least 50 percent fruit juice without added sweeteners
- c) Vegetable-based drinks that are at least 50 percent vegetable juice without added sweeteners
- d) Milk products, including two-percent, one-percent, nonfat, soy, rice and other similar non-dairy milk without added sweeteners
- e) Sugar sweetened or artificially sweetened beverages that do not exceed 25 calories per 8 ounces¹

Vending machines with beverages should include bottled water as an option. The price of the bottled water should be no higher than the prices of the other beverage options in the vending machine.



Handwritten signature and date: 11/8/19

¹ Fresh coffee and tea dispensed from vending machines are exempted.



REQUEST FOR LIVE SCAN SERVICE

Applicant Submission

A0693
ORI (Code assigned by DOJ)

Parks & Rec VOL/VCA
Authorized Applicant Type

Vol/ARBO/
Type of License/Certification/Permit OR Working Title (Maximum 30 characters - if assigned by DOJ, use exact title assigned)

Contributing Agency Information:

County of Los Angeles Department of Parks and Recreation
Agency Authorized to Receive Criminal Record Information

TBD
Mail Code (five-digit code assigned by DOJ)

1000 South Fremont Ave. Unit #40
Street Address or P.O. Box

TBD
Contact Name (mandatory for all school submissions)

Alhambra CA 91803
City State ZIP Code

(626) 588-5100
Contact Telephone Number

Applicant Information:

Last Name

First Name Middle Initial Suffix

Other Name (AKA or Alias) Last

First Suffix

Date of Birth Sex Male Female

Driver's License Number

Height Weight Eye Color Hair Color

Billing Number (Agency Billing Number)

Place of Birth (State or Country) Social Security Number

Misc. Number (Other Identification Number)

Home Address Street Address or P.O. Box

City State ZIP Code

Your Number: ARBORETUM
OCA Number (Agency Identifying Number)

Level of Service: DOJ FBI

If re-submission, list original ATI number:
(Must provide proof of rejection)

Original ATI Number

Employer (Additional response for agencies specified by statute):

XX
Employer Name

Mail Code (five digit code assigned by DOJ)

XX
Street Address or P.O. Box

XXXXXXXXXXXXXXXXXXXXXXXXXXXX XX
City State ZIP Code

Telephone Number (optional)

Live Scan Transaction Completed By:

Name of Operator

Date

Transmitting Agency LSID

ATI Number Amount Collected/Billed

REQUIRED FORMS - EXHIBIT O

**COMPLIANCE WITH FAIR CHANCE EMPLOYMENT HIRING PRACTICES
CERTIFICATION**

Company Name: LOS ANGELES ARBORETUM FOUNDATION		
Company Address: 301 NORTH BALDWIN AVENUE		
City: ARCADIA	State: CA	Zip Code: 91007
Telephone Number:	Email address:	
Solicitation/Contract for <u>OPERATION OF THE ARBORETUM</u> Services		

PROPOSER/CONTRACTOR CERTIFICATION

The Los Angeles County Board of Supervisors approved a Fair Chance Employment Policy in an effort to remove job barriers for individuals with criminal records. The policy requires businesses that contract with the County to comply with fair chance employment hiring practices set forth in California Government Code Section 12952, Employment Discrimination: Conviction History (California Government Code Section 12952), effective January 1, 2018.

Proposer/Contractor acknowledges and certifies compliance with fair chance employment hiring practices set forth in California Government Code Section 12952 and agrees that proposer/contractor and staff performing work under the Contract will be in compliance. Proposer/Contractor further acknowledges that noncompliance with fair chance employment practices set forth in California Government Code Section 12952 may result in rejection of any proposal, or termination of any resultant Contract, at the sole judgment of the County.

I declare under penalty of perjury under the laws of the State of California that the information herein is true and correct and that I am authorized to represent this company.


Print Name: William Lincoln	President
Signature: 	November 8, 2019

EXHIBIT P

CHARITABLE CONTRIBUTIONS CERTIFICATION

Los Angeles Arboretum Foundation, Inc.
Company Name

301 N. Baldwin Ave. Arcadia CA 91007
Address

95-1582650
Internal Revenue Service Employer Identification Number

004374
California Registry of Charitable Trusts "CT" number (if applicable)

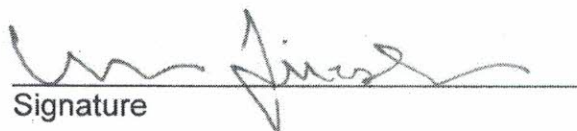
The Nonprofit Integrity Act (SB 1262, Chapter 919) added requirements to California's Supervision of Trustees and Fundraisers for Charitable Purposes Act which regulates those receiving and raising charitable contributions.

Check the Certification below that is applicable to your company.

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

OR

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


Signature

4/8/2019
Date

**STATEMENT 1
FORM RRF-1, PART B, LINE 6
GOVERNMENT AGENCY THAT PROVIDED FUNDING**

COUNTY OF LOS ANGELES
500 WEST TEMPLE STREET
LOS ANGELES, CA 90012

**STATEMENT 2
FORM RRF-1, PART B, LINE 7
NUMBER AND DATES OF RAFFLES**

ONE RAFFLE HELD ON OCTOBER 1, 2017

EXHIBIT Q

**ZERO TOLERANCE POLICY ON HUMAN TRAFFICKING
CERTIFICATION**

Company Name: LOS ANGELES COUNTY ARBORETUM FOUNDATION, INC.		
Company Address: 301 NORTH BALDWIN AVENUE		
City: ARCADIA	State: CA	Zip Code: 91007
Telephone Number:	Email address:	
Solicitation/Contract for <u>OPERATION OF THE LA ARBORETUM</u> Services		

PROPOSER CERTIFICATION

Los Angeles County has taken significant steps to protect victims of human trafficking by establishing a zero tolerance policy on human trafficking that prohibits contractors found to have engaged in human trafficking from receiving contract awards or performing services under a County contract.

Proposer acknowledges and certifies compliance with Section 8.54 (Compliance with County's Zero Tolerance Policy on Human Trafficking) of the proposed Contract and agrees that proposer or a member of his staff performing work under the proposed Contract will be in compliance. Proposer further acknowledges that noncompliance with the County's Zero Tolerance Policy on Human Trafficking may result in rejection of any proposal, or cancellation of any resultant Contract, at the sole judgment of the County.

I declare under penalty of perjury under the laws of the State of California that the information herein is true and correct and that I am authorized to represent this company.

Print Name: William Lincoln	President
Signature: 	November 8, 2019



Arboretum Naming Rights Policy

Presented to Los Angeles County

by the Los Angeles Arboretum Foundation,

the nonprofit partner in co-managing the Los Angeles County Arboretum and Botanic Garden

INTRODUCTION: To allow for the continued growth and development of the Los Angeles County Arboretum and Botanic Garden as a world class public garden for all of Southern California to enjoy, the LA Arboretum Foundation (LAAF) will seek increased philanthropic support from the community and invest in capital improvement projects and program enhancements in the coming years.

To encourage this new and growing philanthropic support, these gifts may be recognized with the naming of buildings and public spaces honoring individuals or entities whose financial contributions have enabled the Arboretum to further its mission and have resulted in a significant capital improvement project. This policy shall be effective when the LAAF Board of Trustees shall approve this policy and has ultimate authority to accept or decline any naming proposal. The attribution of any name does not imply or confer any involvement or oversight into the operations of the named item.

JOINT OPERATING AGREEMENT: The LAAF Naming Rights Plan will follow the parameters set out in the June 12, 2013 Joint Operating Agreement (JOA).

NAMING RIGHTS: County hereby grants to LAAF the right to name certain portions of the improvements for major donors to LAAF, but only pursuant to a plan with respect thereto which has been submitted to and approved by the county. All proceeds and interest from such a naming plan (a) shall be applied to activities of the LAAF at the Arboretum or (b) contributed to an endowment fund of LAAF, the income from which shall be applied to activities of LAAF at the Arboretum as approved by the Foundation Board or (c) applied in a manner set forth in the plan with respect to naming approved by the Board of Supervisors. The rights granted under this plan shall not allow the LAAF to rename or place the name of any person or entity in the name of Los Angeles County Arboretum and Botanic Garden.

NAMING RIGHTS PRICING: The cost to name a building, building component, or public space shall take into consideration the cost to construct such improvement, while taking into consideration the visibility, general desirability, and cost to maintain.

NAMING PROCEDURES: Selected naming rights will be reserved upon receipt of a signed pledge commitment. It is the intention of LAAF to respect the Donor's intent. If, however, circumstances change so that the entire amount of the gift is not received by LAAF, it may, at its option, remove the Donor's name from the named space, or any part therein or thereon where the Donor's name appears, and/or reduce the name or form of recognition commensurate with the Donor's level of giving. In the event that a space-use change or renovation affects the naming and form of recognition selected, LAAF will inform the Donor if possible, and will advise the Donor as to options available at that time.

SAMPLE LIST OF POTENTIALLY NAMED BUILDINGS/PUBLIC SPACES

- **Arrival Plaza**
- **Welcome Plaza**
- **Welcome Pavilion (Ticketing)**
- **Event Terrace**
- **Ticket Windows**
- **Gatehouse Wall**
- **Café**
- **Oak Room**
- **Oak Room Terrace**
- **Research Building**
- **Rotunda**
- **Youth Education Classrooms (2)**

SAMPLE LIST OF POTENTIALLY NAMED GARDENS

- **Day Lily & Magnolia Garden**
- **Desert Garden**
- **Herb Garden**
- **Garden for All Seasons**
- **So. African Garden**
- **Madagascar Spiny Forest**
- **Crescent Farm**
- **Serpent Trail Garden**
- **Plumeria Grove**
- **Celebration Garden**
- **Rose Garden**
- **Mediterranean Garden**

ADDITIONAL RECOGNITION: Expansions or additions to the sample list above are subject to the approval of the Arboretum Executive Committee that meets regularly and includes the LA County Director of Parks and Recreation and the LA Arboretum Foundation President.

TERM LENGTH OF BUILDING/PUBLIC SPACE NAMING: The maximum term guaranteed for a Naming Right will be for the duration of the current JOA with the county. Naming Rights may be extended through subsequent renewals of the JOA, but would cease if the JOA is terminated or not renewed, and all such rights would revert to the county. In the event that the JOA is terminated or not renewed at the end of its current term, any funds remaining will be transferred to the LA County Parks Department to be used as originally intended by the donor and to benefit the LA County Arboretum and Botanic Garden.

REVOCAION OF NAMING RIGHT: The LAAF will establish a process to vet eligible naming rights donors. Should a donor's name later become tarnished by scandal or impropriety, the LAAF Board of Trustees, in consultation with the county, reserves the right to remove said naming right.

USE OF FUNDS: All funds raised through the LAAF Naming Rights Plan will be utilized for Arboretum-related expenditures exclusively.

PROSPECTIVE DONORS: LAAF will identify and solicit a select group of prospective donors, often in one-on-one meetings and through tailored written proposals. Prospective donors include LAAF Trustees, individuals, foundations, corporations and the Arboretum's 10,000+ members.

HOW GIFTS MAY BE MADE: Gifts may be made outright via cash or appreciated assets, via a planned gift, or any combination. Gifts may be structured to accommodate a multi-year pledge commitment.

ADHERENCE TO COUNTY POLICIES: LAAF will grant Naming Rights in compliance with LA County policy and ordinances governing county parks.

DONOR RECOGNITION DESIGN: All donor recognition for Naming Rights shall be tastefully designed and installed so as not to be obtrusive and in keeping with the look and feel of the Arboretum. Recognition design is subject to the approval of the LA County Director of Parks and Recreation or his/her designee.

ARBORETUM MISSION: to cultivate our natural, horticultural and historic resources for learning, enjoyment and inspiration.