COUNTY OF LOS ANGELES
DEPARTMENT OF PARKS AND RECREATION
"Creating Community Through People, Parks and Programs"
Russ Guiney, Director

June 20, 2006

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:

APPROVE CERTAIN AGREEMENTS TO ALLOW FOR THE OPERATION AND EXPANSION OF THE SENIOR CENTER AT WILLIAM S. HART PARK
(Fifth District - 3 Vote Matter)

IT IS RECOMMENDED THAT YOUR BOARD:

1. Find that the approval of the agreements and expansion of the existing Senior Center is categorically exempt from the California Environmental Quality Act (CEQA) according to Sections of the State CEQA Guidelines and Classes of the Environmental Document Reporting Procedures and Guidelines adopted by your Board on November 17, 1987, cited herein.

2. Approve and instruct the Director of the Department of Parks and Recreation, acting as agent for the County of Los Angeles, to execute the attached Senior Center Community Development Block Grant (CDBG) Agreement.

3. Approve and instruct the Mayor, Los Angeles County, to execute the attached Operating Agreement between the County and the Santa Clarita Valley Committee on Aging (SCVCA) Inc., for the use and operation of the Senior Center at William S. Hart Park.

4. Find that the proposed Operating Agreement is necessary to meet the social needs of the population of the County pursuant to Government Code Section 26227.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The Senior Center provides congregate and home-delivered meals, exercise classes, educational and social activities and events, housing and social service referrals, primary medical assessments and other services to 7,000 senior residents of the unincorporated communities of Agua Dulce, Castaic and Val Verde as well as the City of Santa Clarita. Located on the eastern edge of William S. Hart Park, at 22900 Market Street in the City of Santa Clarita, the SCVCA has operated the Senior Center since 1983.

The recommended actions would approve a (five) 5-year Operating Agreement including three (3) additional (five) 5-year option periods for a maximum term of (twenty) 20-years, with the SCVCA. The attached agreement provides for the use, operation, and maintenance of the Senior Center. The SCVCA will be responsible for all costs associated with the operation and maintenance of the interior of the Senior Center, all SCVCA equipment, and building fixtures.

The County will provide for maintenance of the Senior Center grounds, including the parking lots, paths and landscaped areas within the demised area. This will encompass the periodic maintenance of exterior plumbing, electrical and irrigation systems, fencing and the posting of regulatory signage. The County will also maintain the building structure and appurtenant fixed assets, subject to available funding appropriated thereto.

Community Development Block Grant Agreement

The second recommended action would approve and authorize the Director of the Department of Parks and Recreation to execute a Federal CDBG Agreement by and among the City, the County and the SCVCA to jointly fund an improvement project to expand the Senior Center.

The Senior Center is comprised of three buildings that presently encompass a total area of approximately 8,000 square feet in addition to parking for 125 vehicles and site landscaping. The Activity Room Addition Project (the Project) will add approximately 1,200 square feet to the main building of the Senior Center complex. The Project will include a conference room and two activity rooms that may be opened up into one larger room for meal service or other large scale activities. Each activity room will have an enclosed area of approximately 350 square feet.

Implementation of Strategic Plan Goals

The proposed agreements will further Board-approved County Strategic Plan Goal 1 (Service Excellence), Goal 4 (Fiscal Responsibility) and Goal 5 (Children and Families' Well-Being) through the provision of community programs and expansion of service facilities to seniors.

FISCAL IMPACT/FINANCING

Operating Agreement

Pursuant to the terms of the Operating Agreement, SCVCA will continue to provide programs that present senior citizens with social, educational and recreational experiences as well as provide meals and nutrition education. The Department currently provides the maintenance services as further described above as well as utilities from existing general fund resources. The Operating Agreement requires the SCVCA to assume responsibility to pay utility costs, as described below.

The transfer of responsibility to pay utilities will be phased in over a (two) 2-year period commencing on July 1, 2006. Based on the 1,200 square foot addition to the Senior Center, current utility rates and scheduled reimbursements from the SCVCA, the Department anticipates the following impact to the operating budget: In Fiscal Year 2006-07 the Department estimates a net change of $12,000 decrease in net County cost; in Fiscal Year 2007-08 the Department estimates a $24,000 decrease in net County cost.

In Fiscal Year 2008-09, the SCVCA will assume full responsibility for utility costs resulting in a reduction in appropriation and revenue of approximately $36,000. The Department will work with the Chief Administrative Office to determine the appropriate adjustments to the operating budget.

Community Development Block Grant Agreement

The CDBG Agreement before your Board delineates the scope of the Project and the commitment of funds from the City of Santa Clarita, the SCVCA and $30,000 from a CDBG Reimbursable Contract, approved by your Board on September 20, 2005, with the Department of Community and Senior Services. The City will provide $244,265 from the City's allocation of CDBG funds. The County's and the City's sole monetary contribution toward the Project will be from the above identified CDBG funds. The SCVCA will fund the balance of the cost of the Project, currently estimated at $6,000. This estimate is solely illustrative and does not constitute a cap on the SCVCA's obligations to fund the total cost of the Project estimated at $280,265.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

William S. Hart Park is operated by the County of Los Angeles (County) Department of Parks and Recreation. The County is authorized by Government Code Section 26227 to make property that is not required for County use available to non-profit organizations for programs the County determines will benefit County residents. SCVCA is a non-profit organization that provides social, educational and recreational programs to seniors in the County unincorporated areas and the City of Santa Clarita. The site in which the SCVCA is using, is not and during the time of possession, will not be needed for County purposes.

Operating Agreement

The (five) 5-year Operating Agreement will be effective upon the first day of the month next succeeding approval by your Board and includes a County option to extend the agreement for up to three additional (five) 5-year periods.

The SCVCA has executed the attached agreement and will provide the required insurance policy naming the County of Los Angeles as an additional insured. Additionally, County Counsel has approved the Operating Agreement as to form.

Community Development Block Grant Agreement

The City of Santa Clarita and the SCVCA have executed the attached agreement. The CDBG Agreement will be effective upon execution by the Director of the Department of Parks and Recreation. The initial completion date for the Project is December 30, 2006. Ownership of all improvements constructed by the SCVCA will become the property of the County without compensation. The SCVCA's insurance policy names the County of Los Angeles as an additional insured. In addition, County Counsel has approved the CDBG Agreement as to form.

ENVIRONMENTAL DOCUMENTATION

The operation and improvement of the Senior Center is categorically exempt from CEQA according to Sections 15301 (e) (1) and 15323 of the State CEQA Guidelines and Classes 1 (g) (1) and 23 of the Environmental Document Reporting Procedures and Guidelines adopted by your Board on November 17, 1987. The above exemptions allow expansion of existing facilities and normal operation of the existing facility for public gatherings for which it was designed and where there is a history of the facility being used for the same or similar kind of purpose. A similar activity has been occurring for a period of at least (three) 3-years and that there is a reasonable expectation that the future occurrence of the activity would not represent a change in the operation of the facility.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of the CDBG Agreement will fund the expansion of the Senior Center and will augment programs, activities and services offered to seniors. Approval of the Operating Agreement will allow the SCVCA to continue to use, operate, and maintain the Senior Center.

CONCLUSION

Please instruct the Executive Officer-Clerk of the Board to mail a certified copy of your Board's action in this matter, and one (1) fully executed original version of the Operating Agreement to Mr. Brad Berens, 22900 Market Street, Santa Clarita, CA 91321 and forward one (1) conformed copy each to the Department of Parks and Recreation and Chief Administrative Office.

Respectfully submitted,

Russ Guiney
Director

c: Chief Administrative Officer
Executive Officer, Board of Supervisors (22)
County Counsel

CONTRACT

BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

THE SANTA CLARITA VALLEY COMMITTEE ON AGING, INC.

FOR THE USE AND OPERATION OF THE SENIOR CENTER AT WILLIAM S. HART PARK

PARAGRAPH	TITLE	PAGE

RECITALS 1
1.0 DEFINITIONS 2
2.0 SERVICES AND PROGRAMS PROVIDED BY SCVCA 2
3.0 PREMISES 3
4.0 TERM 4
5.0 DESTRUCTION OF THE PREMISES 5
6.0 RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT 5
7.0 CONSIDERATION 6
8.0 IMPROVEMENTS 7
9.0 OPERATING RESPONSIBILITIES 9
9.1 Additional Hart Park Uses by SCVCA 9
9.2 Advertising Materials and Signs 9
9.3 Compliance with Laws, Rules and Regulations 9
9.4 SCVCA's Staff 10
9.5 Disorderly Persons 12
9.6 Habitation 12
9.7 Illegal Activities 12
9.8 Maintenance 12
9.9 Non-Interference 13
9.10 Permits 13
9.11 Safety 14
9.12 Sanitation 14
9.13 Security 14
9.14 Trade Fixtures 14
9.15 Trash Removal 15
9.16 Utilities 15
10.0 TERMS AND CONDITIONS 16
10.1 Agreement Enforcement and Amendments to the Agreement 16
10.2 Assignment and Subletting 17
10.3 Charitable Activities Compliance 18
10.4 Compliance With Civil Rights Laws 18
10.5 Conflict of Interest 18
10.6 Consideration of Hiring GAIN/GROW Program Participants 19

PARAGRAPH	TITLE	PAGE

10.7 Contractor's Acknowledgement of County's Commitment to Child Support Enforcement 20
10.8 Contractor's Warranty of Adherence to County's Child Support Compliance Program 20
10.9 County's Quality Assurance Plan 21
10.10 Easements 21
10.11 Fair Labor Standards 22
10.12 Governing Law, Jurisdiction, and Venue 22
10.13 Independent Contractor Status 22
10.14 Indemnification 23
10.15 General Insurance Requirements 23
10.16 Non-Discrimination And Affirmative Action 28
10.17 Notice to Employees Regarding the Federal Earned Income Credit 29
10.18 Notice to Employees Regarding the Safely Surrendered Baby Law 30
10.19 Notices 30
10.20 Public Records Act 31
10.21 Recycled Bond Paper 32
10.22 Right of Entry 32
10.23 Severability 33
10.24 Surrender of Premises 33
10.25 Taxes and Assessments 33
10.26 Termination for Breach of Warranty to Maintain Child Support Compliance 34
10.27 Termination for Convenience 34
10.28 Termination for Default 35
10.29 Termination for Improper Consideration 37
10.30 Termination for Non-Adherence of County Lobbyist Ordinance 37
10.31 Termination Upon Transfer of Title or Park Closure 38
10.32 Warranty Against Contingent Fees 38
10.33 Waiver 39
10.34 Entire Agreement 40
10.35 Authorization Warranty 40
SIGNATURES 41

EXHIBITS

A. SITE MAP OF WILLIAM S. HART PARK
B. SCVCA'S PROGRAMS
C. CHARITABLE CONTRIBUTIONS CERTIFICATION
D. CONTRACTOR'S EEO CERTIFICATION
E. IRS FEDERAL EARNED INCOME CREDIT
F. SAFELY SURRENDERED BABY LAW

LICENSE AGREEMENT WITH THE SANTA CLARITA VALLEY COMMITTEE ON AGING, INC. FOR THE USE AND OPERATION OF THE SENIOR CENTER AT WILLIAM S. HART PARK

THIS AGREEMENT, made and entered into this_____th day of

_____, 2006.

BY AND BETWEEN

COUNTY OF LOS ANGELES, a body corporate and politic, hereinafter referred to as **"County",**

AND

SANTA CLARITA VALLEY COMMITTEE ON AGING, INC., a California not-for-profit corporation hereinafter referred to as **"SCVCA"**

RECITALS:

WHEREAS, the County owns a Senior Citizen Center located within William S. Hart Regional Park, and

WHEREAS, pursuant to Government Code Section 26227, the County may contract with non-profit corporations to provide for services and programs which meet the needs of the public, and thereby make available County property which during the time of possession is not needed for County purposes, and

WHEREAS, the Santa Clarita Valley Committee on Aging (SCVCA) is a public-benefit nonprofit 501 (c) (3) corporation providing a range of services and activities to Senior Citizens in the Santa Clarita Valley; and

WHEREAS, it is in the public interest for facilities of public agencies to be put to the fullest possible use; and

WHEREAS, SCVCA agrees to provide these programs and services as a public service and for a public purpose; and

NOW THEREFORE, in consideration of the mutual covenants and conditions contained herein, the parties hereto agree as follows:

1.0 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.

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

1.2 **Agreement:** Contract executed between County and SCVCA setting forth the terms, conditions and the performance of services.

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

1.4 **Director:** The Director of the Department of Parks and Recreation, County of Los Angeles, or his authorized representative(s).

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

1.6 **Senior Center:** Senior Citizens Center at William S. Hart Park.

1.7 **Superintendent:** The Superintendent of William S. Hart Park.

1.8 **Utility Services:** Utility Services identified in Paragraph 16.1 shall include gas, water, electrical and if appropriate, sewerage fees.

2.0 SERVICES AND PROGRAMS PROVIDED BY SCVCA

2.1 SCVCA agrees to develop and provide programs that present senior citizens with social, educational and recreational experiences. SCVCA

shall offer classes, seminars, intergenerational recreation activities, and other activities free of charge to the community and shall create high visibility mechanisms to generate and maintain community awareness and involvement in said programs as identified in Exhibit B attached hereto and incorporated herein by reference. SCVCA's use of the Senior Center shall include the provision of congregate meals, home-delivered meals, and nutrition education programs.

2.2 SCVCA shall receive funds, grants and gifts or assist in such efforts by the County, for the improvement and support of the Senior Center. All funds, fees, grants and gifts collected by SCVCA and all required financial transactions and entries shall be the sole responsibility of the SCVCA.

2.3 SCVCA shall meet with the Director once per month to review, discuss, and set priorities for public programming of the premises.

3.0 PREMISES

3.1 SCVCA is hereby authorized to occupy and operate the Senior Center and utilize the adjacent parking lot as shown on Exhibit A attached hereto and incorporated herein by reference (hereinafter referred to as "Premises") for the purpose of providing educational programs and seminars for the benefit of the public.

3.2 SCVCA is hereby authorized to utilize the equipment located on the Premises. Upon the expiration or earlier termination of this Agreement, all such equipment shall be returned to County in at least the same condition as accepted, and in good repair and condition, subject to reasonable wear and tear.

3.3 SCVCA acknowledges personal inspection of the Premises and equipment and evaluation of the extent to which the physical condition thereof will affect the SCVCA's operations. SCVCA accepts the Premises in their present physical condition and agrees to make no demands upon County for any additional improvements or alterations thereof.

3.4 Any improvements, additions, alterations, or changes to the Premises shall be subject to prior approval by the Director and in compliance with the Americans with Disability Act of 1990.

3.5 SCVCA hereby acknowledges the title of the County and/or any other public agencies having jurisdiction thereover, in and to the Premises and the improvements located thereon, and covenants and agrees never to assail, contest or resist said title.

3.6 Ownership of all structures, buildings or improvements constructed by the SCVCA upon the Premises and all alterations, additions or betterment's thereto, shall become the property of the County without compensation being paid therefore, subject to the rights granted to the SCVCA hereinabove. Upon termination thereof, whether by expiration of the term, cancellation, forfeiture or otherwise, the Director may require the SCVCA to remove said structures, buildings and/or improvements upon written notice ninety (90) days prior to the date of termination of this Agreement. Should SCVCA fail to remove said structures, buildings and improvements, same may be sold, removed or demolished, and SCVCA shall reimburse County for any cost or expense in connection therewith in excess of any consideration received by County as a result of said sale, removal or demolition.

4.0 TERM

4.1 The term of this Agreement shall be for a period of five (5) years commencing on the first day of the month next succeeding the approval thereof by the County's Board of Supervisors, unless terminated or extended, in whole or in part, as provided for in this Agreement.

4.2 The County shall have the option to extend this Agreement for up to three (3) additional five-year periods, for a maximum total Agreement term of twenty (20) years. Each such option year shall be exercised individually by the Director and written notice shall be submitted to SCVCA as provided for hereinafter.

4.3 SCVCA shall notify Department when this Agreement is within six (6) months from the expiration of the term as provided for hereinabove. Upon occurrence of this event, SCVCA shall send written notification to Department at the address herein provided in the Notice provision of this Agreement.

4.4 By reasons or acts beyond the control of the County, this Agreement may be terminated by the County without liability or damages whenever 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 Agreement.

5.0 DESTRUCTION OF THE PREMISES

In the event the Premises shall be totally or partially destroyed from a risk covered by the insurance required herein, County at its sole option shall either restore the Premises or terminate this Agreement. County shall make the loss adjustment with the insurance company insuring the loss and receive payment of the proceeds of insurance. Said proceeds shall be held by the County only in the event of an election by County to restore the Premises. Insurance proceeds not used to restore the premises, if any, shall be returned to the SCVCA. If the destruction is from a risk for which coverage is not required or provided under said policy of insurance, the County shall terminate this Agreement.

6.0 RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT

6.1 SCVCA shall maintain accurate and complete financial records of its activities and operations relating to this Agreement in accordance with generally accepted accounting principles. SCVCA shall also maintain accurate and complete employment and other records relating to its performance of this Agreement. SCVCA 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 records relating to this Agreement. All such material, including, but not limited to, all financial records, timecards and other employment records, and proprietary data and information, shall be kept and maintained by SCVCA and shall be made available to the County during the term of this 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 SCVCA 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, SCVCA 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.

6.2 During the term of this Agreement, SCVCA shall furnish the Director with an annual profit and lost report showing a record of all revenues and expenditures generated by SCVCA's operations involving the premises.

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

6.4 Failure on the part of SCVCA to comply with any of the provisions of this Section shall constitute a material breach of this Agreement upon which the County may terminate or suspend this Agreement.

7.0 CONSIDERATION

7.1 Consideration for the use granted is the provision of the programs identified herein in Section 2 of the Agreement. The parties hereto agree that the SCVCA's programs and services are intended to be self-sustaining, with additional funding from contributing, private sector sources. During the period of time that the SCVCA has exclusive use of the premises, SCVCA shall be responsible for certain costs incurred for the operation and maintenance of the Premises as specified hereinafter.

7.2 Notwithstanding the forgoing, in the event the Director determines that it is in the best interests of the County, said officer may employ such County personnel, or third party contractor(s) to provide for services, and building and/or equipment repairs as the Director determines are necessary to offset any financial shortfall of SCVCA and to protect the County's personnel or real property. However, at no time shall the County be obligated to expend any of its funds for programs or services at the Premises.

8.0 IMPROVEMENTS

8.1 Approvals: Any proposed improvement undertaken by the SCVCA, including but not limited to construction of utilities, landscape planting, replanting or removal, irrigation, site improvements such as paths, walkways, benches, lighting, interpretive exhibits and panels, demolition, relocation or replication of existing buildings, and construction of new buildings, shall be submitted to and have the prior written approval of the Director. Notice of a proposed improvement project shall be provided to the Director in writing and shall include sufficient detail regarding proposed scope, cost estimate, time frame and proposed funding for the project. The Director shall provide written approval, or estimated time required to provide such approval to the SCVCA within 30 days of receipt of all necessary documents.

8.2 Funding: Unless otherwise approved by the Director in writing, all funds for the costs of any capital improvement, inclusive of costs of performance and payment bonds and the costs of any permits, shall be solely the responsibility of the SCVCA. The Director agrees to consult with the SCVCA, as requested, with regard to the feasibility of public-assisted financing methods in connection with proposed capital improvements.

8.3 Plan Preparation:

8.3.1 The SCVCA shall ensure that all improvement plans, are prepared by qualified professionals such as architects, engineers and landscape architects who are licensed by the State of California and are approved in advance by the Director. In addition, the SCVCA shall be required to utilize the services of an experienced construction management consultant in connection with any project performed hereunder, unless otherwise agreed to in writing by the Director.

8.3.2 The SCVCA shall obtain the written approval of the Director of the schematic design, design development, construction drawings, bid documents, and cost estimates at 50%, 75% and 90% complete

stages of any project performed hereunder, unless otherwise agreed to in writing by the Director.

8.4 **Contract Approval:** Copies of all contracts for projects requiring the issuance of a building permit between SCVCA and the SCVCA's architects, engineers, and contractors shall be furnished to and consented to in writing by the Director. The Director's consent shall not be unreasonably withheld.

8.5 **Environmental Impacts:** The SCVCA shall coordinate environmental impact issues with the Director in compliance with the California Environmental Quality Act ("CEQA") and shall receive written approvals and authorizations from the Director. The SCVCA shall, however, maintain full responsibility for implementing all CEQA and related requirements.

8.6 **Construction Management:** The SCVCA and/or its construction manager shall maintain responsibility for conducting regularly scheduled site inspections and job meetings. Documentation of these meetings shall be maintained by the SCVCA and be available for review by Department staff.

8.7 **Performance Bond:** In connection with any capital improvement project performed hereunder, the SCVCA shall, at its own cost, obtain or require its contractor(s) to obtain a performance bond from an admitted California surety, in good standing, in an amount equal to one hundred percent of the construction cost of the improvement, unless the Director otherwise agrees in writing. Said performance bond and surety must be satisfactory to the County and shall name the County of Los Angeles and the SCVCA as obligees.

8.8 **Payment Bond:** In connection with any project performed hereunder, the SCVCA shall, at its own cost, obtain or require its contractor(s) to obtain a payment bond from an admitted California surety, in good standing, equal to 100% of the construction cost of the project, unless the Director otherwise agrees in writing. Said payment bond and surety must be satisfactory to the County and shall name the County and the SCVCA as obligees.

8.9 **Prevailing Wages:** In connection with any capital project performed hereunder, the SCVCA shall comply with and shall require all of its contractors to comply with all provisions of the Labor Code of the State of California, including but not limited to, the payment of prevailing wages to all persons providing labor on any such project.

8.10 **Compliance With All Laws and Building Codes:** The SCVCA shall comply with and require its contractors to comply with all applicable laws, including County Building Code requirements in connection with any projects performed hereunder.

8.11 **Insurance:** Upon review by and consultation with County's Risk Manager, SCVCA shall provide such insurance coverage as Director deems necessary for the completed construction project.

8.12 **Additional Provisions:** It is contemplated that the County may impose additional obligations on the SCVCA with respect to particular capital improvement projects performed hereunder and such additional requirements may be set forth in a separate writing signed by the SCVCA and the Director on behalf of the County.

9. OPERATING RESPONSIBILITIES

9.1 Additional Hart Park Uses by SCVCA

In the event the SCVCA wishes to utilize the park grounds surrounding the premises, SCVCA shall submit a written request therefore and the Director shall review such request and may authorize such use at his sole discretion.

9.2 Advertising Materials and Signs

SCVCA shall not post signs upon the licensed premises or improvements thereon, or distribute or cause to be distributed any advertising materials unless prior approval therefor is obtained from the Director.

9.3 Compliance with Laws, Rules and Regulations

SCVCA shall conform to and abide by all municipal and County ordinances, and all State and Federal laws and regulations, insofar as the same or any of them are applicable, and as they may be amended; and

where permits and/or licenses are required for the use and/or any construction authorized herein, the same must be first obtained from the regulatory agency having jurisdiction thereover. Further, SCVCA shall conform to and abide by all rules and regulations and policies of the County's Board of Supervisors and the Director insofar as the same or any of them are applicable, and as they may be amended.

9.4 SCVCA's Staff

9.4.1 SCVCA shall provide paid or volunteer staff to direct and supervise SCVCA's programs at the Senior Center and provide supervisory personnel when the Senior Center is utilized by Senior Citizens. SCVCA shall designate one member of its staff as its manager with whom the County may deal on a daily basis. The manager shall devote substantial time and attention to the operation and shall render such services and convenience to the public as dictated by the public demand therefore. The manager shall be fully acquainted with the operation, familiar with the terms and the conditions prescribed therefore by this Agreement, and authorized to act in the day-to-day operation thereof.

9.4.2 SCVCA shall provide kitchen supervisory staff for all non-SCVCA activities conducted at the Senior Center, including those scheduled by the Department.

9.4.3 SCVCA shall maintain an adequate and proper staff for its authorized operations. Such staff shall conduct their activities and operations with courtesy and consideration to members of the public.

9.4.4 The Director may at any time give SCVCA written notice to the effect that the conduct or action of a designated employee of SCVCA is, in the reasonable belief of the Director, detrimental to the interest of the public patronizing the licensed premises. SCVCA shall meet with representatives of the Director to consider the appropriate course of action with respect to such matter and

SCVCA shall take reasonable measures under the circumstances to assure the Director that the conduct and activities of SCVCA's employee will not be detrimental to the interest of the public patronizing the demised premises.

9.4.5 SCVCA warrants that it fully complies with all laws regarding employment of aliens and others, and that all its employees performing services herein 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). SCVCA shall obtain, from all covered employees performing services herein, 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. SCVCA shall retain such documentation for all covered employees for the period prescribed by law. SCVCA 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 SCVCA or County or both in connection with any alleged violation of federal statutes or regulations pertaining to the eligibility for employment of persons performing services under this Agreement.

9.4.6 SCVCA shall file with the Director, a certificate for each member of the kitchen staff showing that within the last two (2) years, such person has been examined and has been found to be free of communicable tuberculosis. "Certificate" means a document signed by the examining physician and surgeon who is licensed under Chapter 5 (commencing with Section 2000), Division 2 of the California Business and Professions Code, or a notice from a public health agency or unit of the Tuberculosis Association which indicates freedom from active tuberculosis.

9.5 Disorderly Persons

SCVCA agrees to exercise every reasonable effort to not allow any loud, boisterous or disorderly persons about the Premises.

9.6 Habitation

The Premises shall not be used for human habitation.

9.7 Illegal Activities

SCVCA shall not permit any illegal activities to be conducted upon the Premises.

9.8 Maintenance

9.8.1 SCVCA shall be responsible for maintaining the interior of the Senior Center and all SCVCA equipment located therein in good and substantial repair and condition.

9.8.2 County shall provide maintenance of the Senior Citizen grounds, to include the parking lots, paths and landscaped areas with the Premises. This shall include periodic maintenance of the irrigation system, mowing of grass, exterior plumbing, electrical repairs, fencing repairs, asphalt repairs, and posting of regulatory signage subject to available funding appropriated therefore. County hereby retains the right of access to storage areas and utility access points in order to accomplish its responsibilities thereto.

9.8.3 SCVCA, notwithstanding the above County's maintenance responsibility, shall be responsible for performing any and all repairs, at SCVCA's sole cost, including the replacement of broken window/glass; repair or replacement of broken or damaged doors; replace signs; replace interior lights; repair interior plumbing and light fixtures; and repairing all damages to the Premises resulting from graffiti, malicious mischief, vandalism, burglary or other damages.

9.8.4 SCVCA shall repair, or cause to be repaired, at its own cost, any and all damage to County facilities, buildings, or grounds caused by

SCVCA or employees or agents of SCVCA. Such repairs shall be made immediately after SCVCA has become aware of such damage, but in no event later than thirty (30) days after the occurrence.

9.8.5 Maintenance, repair or replacement shall commence within thirty (30) days of the need thereof and diligently prosecuted to completion of same, except where the state of disrepair is such that an emergency or hazard is created thereby in which event there shall be an immediate correction thereof.

9.8.6 Either party may cure the default of the other party hereto with respect to the maintenance obligations assumed herein, and upon performance thereof shall acquire a right of reimbursement therefrom for the actual costs of same, including, but not limited to, the cost of labor, materials and equipment furnished in the correction thereof, provided there is prior mutual agreement between Director and SCVCA upon the nature and scope of the work to be performed and the costs to be incurred therein.

9.8.7 Not withstanding the above, failure on the part of the SCVCA to comply with any of the provisions of this Maintenance Section shall constitute a material breach of this Agreement upon which the County may terminate or suspend this Agreement.

9.9 Non-Interference

SCVCA shall not interfere with the public use of William S. Hart Park.

9.10 Permits

SCVCA shall have responsibility for securing all necessary permits and licenses required for the conduct of its operations or any responsibilities enumerated herein that may be required by any public agency having regulatory jurisdiction thereof. County shall assist only to the extent that it will provide verification to that regulatory agency that it has given permission to SCVCA to conduct the operations described herein.

9.11 Safety

SCVCA shall immediately correct any unsafe condition on the Premises, as well as any unsafe practices occurring thereon. SCVCA 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. SCVCA shall cooperate fully with County in the investigation of any accidental injury or death occurring on the premises, including a prompt report thereof to the Director.

9.12 Sanitation

No offensive matter, refuse, or substance constituting an unnecessary, unreasonable or unlawful fire hazard, or material detrimental to the public health, shall be permitted or remain on the Premises and within a distance of fifty (50) feet thereof, and SCVCA shall prevent any accumulation thereof from occurring.

9.13 Security

SCVCA shall provide security for all of its operations and responsibilities herein defined at its own expense and shall not call upon County to share this obligation or expense.

9.14 Trade Fixtures

SCVCA shall provide and install any appliances, fixtures, furniture and equipment required for its programs. During the last thirty (30) days preceding the termination of this Agreement, SCVCA shall remove same from the premises, other than for those items which have been furnished by County or are so affixed that their removal therefrom cannot be accomplished without damage to the realty. Should SCVCA fail to so remove said inventory, trade fixtures and equipment with said thirty (30) day period, SCVCA shall lose all right, title and interest in and thereto, and the County may elect to keep same upon the Premises or to sell, remove or demolish same. SCVCA shall reimburse the County for any cost

incurred in excess of any consideration received from the sale, removal or demolition thereof.

9.15 Trash Removal

SCVCA shall be responsible for providing trash bins and off site removal of all trash and accumulated debris at SCVCA's sole cost.

9.16 Utilities

9.16.1 With the exception of telephone services, County shall pay for those utilities servicing the Premises as defined hereinabove in Paragraph 1.8 until July 1, 2008. Prior to this date, SCVCA shall reimburse the County for said utility costs, as determined by County, based on the following schedule:

a. Effective July 1, 2006, and for a period of twelve months, SCVCA shall reimburse the County for utilities at a rate of TWO THOUSAND DOLLARS ($2,000) per month.

b. Effective July 1, 2007, and for a period of twelve months, SCVCA shall reimburse the County for utilities at a rate of THREE THOUSAND DOLLARS ($3,000) per month.

9.16.2 Effective July 1, 2008, and thereafter until the expiration of earlier termination as provided for in this Agreement, SCVCA shall pay and provide for all necessary utilities and County shall be discharged from the obligation to pay for all utilities to the premises that is separate and apart from lines and meters providing service to the park.

9.16.3 SCVCA shall be responsible for providing utilities not identified heretofore in Paragraph 1.8 including all telephone numbers servicing the Premises at SCVCA's sole cost.

9.16.4 SCVCA waives any and all claims against County for compensation for loss or damage caused by a defect, deficiency, or impairment of any utility system, water system, water supply

system, drainage system, waste system, heating or gas system, electrical apparatus or wires serving the premises.

9.16.4 Utility payment shall be made to the Department on or before the first day of the month in which payment is due. Payment shall be by check or draft and made payable to the County of Los Angeles, Department of Parks and Recreation. Payment shall be mailed or other wise delivered to the Treasure Tax Collector, P.O. Box 54327, Los Angeles, California 90054-0927. A late charge of two percent (2%) per month shall be added to any late utility payment received by the Treasure Tax Collector. However, the late charge herein provided may be waived, whenever the Director finds the late utility payment is excusable by reason of extenuating circumstances. At no time during the term of this Agreement shall the County be obligated to notify SCVCA of the accumulation of late utility charges.

10. TERMS AND CONDITIONS

10.1 Agreement Enforcement and Amendments to the Agreement

10.1.1 The Director shall be responsible for the enforcement of this Agreement on behalf of County and shall be assisted therein by those officers and employees of County having duties in connection with the administration thereof.

10.1.2 In the event either party commences legal proceedings for the enforcement of this Agreement, the prevailing party shall be entitled to recover its attorney's fees and costs incurred in the action brought thereon.

10.1.3 This document may be modified only by further written agreement between the parties hereto. Any such modification shall not be effective unless and until executed by SCVCA and in the case of the County, until approved by County's Board of Supervisors and executed by the Chairman thereof.

10.2 Assignment

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

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

10.2.3 Any assumption, assignment, delegation, or takeover of any of SCVCA's duties, responsibilities, obligations, or performance of same by any entity other than SCVCA, whether through assignment, subcontract, delegation, merger, buyout, or other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be material breach of the Agreement which may result in the termination of the Agreement. In the event of such termination, County shall be entitled to pursue the

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

10.3 Charitable Activities Compliance

The Supervision of Trustees and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. By requiring SCVCA to complete the certification in Exhibit C, 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 Agreement termination or debarment proceedings or both. (County Code Chapter 2.202).

10.4 Compliance With Civil Rights Laws

The SCVCA hereby assures that it will comply with Title VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17), Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, Title IX of the Education Amendments of 1973, where applicable, the American with Disabilities Act of 1990 and Title 43, part 17 of the Code of Federal Regulations Subparts A and B, 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 Agreement or under any project, program, or activity supported by this Agreement.

10.5 Conflict of Interest

10.5.1 No County employee whose position with the County enables such employee to influence the award of this Agreement or any competing Agreement, and no spouse or economic dependent of such employee, shall be employed in any capacity by the SCVCA

or have any other direct or indirect financial interest in this Agreement. No officer or employee of the SCVCA 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.

10.5.2 The SCVCA shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Agreement. The SCVCA warrants that it is not now aware of any facts that create a conflict of interest. If the SCVCA 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 Agreement.

10.6 Consideration of Hiring GAIN/GROW Program Participants

Should the SCVCA require additional or replacement personnel after the effective date of this Agreement, the SCVCA 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 SCVCA's minimum qualifications for the open position. For this purpose, consideration shall mean that the SCVCA will interview qualified candidates. The County will refer GAIN/GROW participants by job category to the SCVCA.

10.7 Contractor's Acknowledgement of County's Commitment to Child Support Enforcement

The SCVCA acknowledges that the County places a high priority on the enforcement of child support laws and the apprehensive of child support evaders. The SCVCA 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 SCVCA's place of business. The County's Child Support Services Department will supply the SCVCA with the poster to be used.

10.8 Contractor's Warranty of Adherence to County's Child Support Compliance Program

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

10.8.2 As required by County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting Consultant's duty under this Agreement to comply with all applicable provisions of law, Consultant warrants that it is now in compliance and shall during the term of this Agreement maintain 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 District Attorney Notices of Wage and Earnings Assignment for Child or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

10.9 County's Quality Assurance Plan

10.9.1 The County or its agent will evaluate SCVCA's performance under this agreement on not less than an annual basis. Such evaluation will include assessing SCVCA's compliance with all Agreement terms and performance standards. SCVCA deficiencies that County determines are severe or continuing and that may place performance of the 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 SCVCA. If improvement does not occur consistent with the corrective action measures, County may terminate this Agreement or impose other penalties as specified in this Agreement.

10.9.2 SCVCS or its authorized representative shall meet on the site at least once a month, or more frequently at the discretion and convenience of the Director, with an authorized representative of the Director for a walk-through inspection.

10.9.3 County reserves the right to perform inspections at any time for the purpose of identifying compliance with the terms and conditions of this Agreement.

10.9.4 At the request of the Director, SCVCA, or its appropriate representative, shall attend meetings and/or training session, as determined by Director, for the purpose(s) of: orientation, information sharing, and/or description of County policies and procedural standards.

10.10 Easements

The County reserves the right to establish, grant or utilize easements or rights of way over, under, along and across the Premises for utilities and/or public access to the park provided that the County shall exercise such rights in a manner as will avoid any substantial interference with the operations to be conducted hereunder. The County reserves the right to terminate this Agreement, upon a thirty (30) day written notice to SCVCA,

should the establishment of such easements permanently deprive SCVCA of the use of a portion of the Premises.

10.11 Fair Labor Standards

The SCVCA 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 SCVCA's employees for which the County may be found jointly or solely liable.

10.12 Governing Law, Jurisdiction, and Venue

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

10.13 Independent Contractor Status

10.13.1 This Agreement is by and between the County and the SCVCA 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 SCVCA. 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.

10.13.2 SCVCA shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this 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 SCVCA.

10.13.3 SCVCA understands and agrees that all persons performing work pursuant to this Agreement are, for purposes of Workers' Compensation liability, solely employees of SCVCA and not employees of the County. SCVCA 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 SCVCA pursuant to this Agreement.

10.14 Indemnification

10.14.1 SCVCA shall indemnify, defend and hold harmless the County, and its Special Districts, elected and appointed officers, employees, and agents 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 SCVCA's acts and/or omissions arising from and/or relating to this Agreement. SCVCA's duty to indemnify the County shall survive the expiration or other termination of this Agreement.

10.14.2 County shall indemnify, defend and hold harmless SCVCA, its agents, officers, and employees from and against any and all liability, including but not limited to, demands, claims, actions, fees, costs, expenses (including) attorney and expert witness fees), arising from or connected with County's acts and/or omissions arising from and/or relating to this Agreement. County's duty to indemnify the SCVCA shall survive the expiration or other termination of this Agreement.

10.15 General Insurance Requirements

Without limiting SCVCA's indemnification of County and during the term of this Agreement, SCVCA shall provide and maintain and require all of its

contractors to maintain the following programs of insurance specified in this Agreement. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by the County, and such coverage shall be provided and maintained at SCVCA's own expense.

10.15.1 Evidence of Insurance

Certificate(s) or other evidence of coverage satisfactory to County shall be delivered to the Department of Parks and Recreation, Attention: Contract Services, 433 South Vermont Avenue, Los Angeles, CA 90020, prior to commencing services under this Agreement. Such certificates or other evidence shall:

a. Specifically identify this Agreement.

b. Clearly evidence all coverages required in this Agreement.

c. Contain the express condition that County is to be given written notice by mail at least thirty (30) days in advance of cancellation for all policies evidenced on the certificate of insurance.

d. Include copies of the additional insured endorsement to the commercial general liability policy required under Section 10.15.7(a), adding the County of Los Angeles, its Special Districts, and its officials, officers and employees as insureds for all activities arising from this Agreement.

e. Identify any deductibles or self-insured retentions for County's approval. The County retains the right to require SCVCA to reduce or eliminate such deductibles or self-insured retentions as they apply to County, or, require SCVCA to provide a bond guaranteeing payment of all such retained losses and related costs, including, but not limited to, expenses or fees, or both, related to investigations, claims administrations, and legal defense. Such bond shall be

executed by a corporate surety licensed to transact business in the State of California.

10.15.2 **Insurer Financial Ratings**

Insurance is to be provided by an insurance company acceptable to the County with an A.M. Best rating of not less than A:VII, unless otherwise approved by the County.

10.15.3 **Failure to Maintain Coverage**

Failure by SCVCA to maintain the required insurance, or to provide evidence of insurance coverage acceptable to County, shall constitute a material breach of the Agreement upon which County may immediately terminate or suspend this agreement. County, at its sole option, may obtain damages from SCVCA resulting from said breach. Alternatively, County may purchase such required insurance coverage, and without further notice to SCVCA, County may deduct from sums due to SCVCA any premium costs advanced by County for such insurance or County may demand payment within thirty (30) days receipt of a written notification.

10.15.4 **Notification of Incidents, Claims or Suits**

SCVCA shall report to County:

a. Any accident or incident relating to services performed under this Agreement which involves injury or property damage which may result in the filing of a claim or lawsuit against SCVCA and/or County. Such report shall be made in writing within twenty-four (24) hours of occurrence.

b. Any third party claim or lawsuit filed against SCVCA arising from or related to services performed by SCVCA under this Agreement.

c. Any injury to a SCVCA employee which occurs on County property. This report shall be submitted on a County "Non-employee Injury Report" to the County contract manager.

d. Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of County property, monies or securities entrusted to SCVCA under the terms of this Agreement.

10.15.5 **Compensation of County Cost**

In the event that SCVCA fails to comply with any of the indemnification or insurance requirements of this Agreement, and such failure to comply results in any costs to County, SCVCA shall pay full compensation for all costs incurred by County.

10.15.6 **Insurance Coverage Requirements for Contractors**

SCVCA shall ensure any and all contractors performing services under this Agreement meet the insurance requirements of this Agreement by either:

a. SCVCA providing evidence of insurance covering the activities of contractors; or

b. SCVCA providing evidence submitted by contractors evidencing that contractors maintain the required insurance coverage. County retains the right to obtain copies of evidence of contractor insurance coverage at any time.

10.15.7 **Programs of Insurance Coverage**

a. **General Liability:** Insurance (written on ISO policy form CG 00 01 or its equivalent) with limits of not less than the following:

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

b. **Automobile Liability:** Insurance (written on ISO policy form CA 00 01 or its equivalent) with a limit of liability of not less that ONE MILLION DOLLARS ($1,000,000) per

occurrence. Such insurance shall include coverage for all "owned" "non-owned and hired" vehicles, or coverage for "any auto".

c. **Workers Compensation and Employer's Liability:** Insurance providing workers compensation benefits, as required by the Labor Code of the State of California, or any other state, and for which the SCVCA is responsible. If SCVCA's employees will be engaged in maritime employment, coverage shall provide workers compensation benefits as required by the U.S. Long shore and Harbor Workers' Compensation Act, Jones Act or any other federal law for which SCVCA is responsible. In all cases, such insurance shall also include Employer's Liability coverage for all persons providing services on behalf of the SCVCA and for all risk to such persons under this Agreement with limits of not less than the following:

Each Accident:	$1,000,000
Disease - policy limit:	$1,000,000
Disease - each employee:	$1,000,000

d. **Property Coverage:** Such insurance shall be endorsed naming the County of Los Angeles as loss payee, provide deductibles of no greater than five percent (5%) of the property value, and shall include:

i. **Personal Property: Automobiles and Mobile Equipment** - Special form ("all risk") coverage for actual cash value of County-owned or leased property; and

ii. **Real Property and All Other Personal Property** - Special form ("all risk") coverage for the full replacement value of County-owned or leased property.

10.16 Non-Discrimination and Affirmative Action

10.16.1 SCVCA 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, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all Federal and State laws and regulations.

10.16.2 The SCVCA shall certify to, and comply with, the provisions of Exhibit D - EEO Certification.

10.16.3 SCVCA shall take affirmative action to ensure that qualified 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.

10.16.4 SCVCA certifies and agrees that it will deal with its Sub-contractors, 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.

10.16.5 SCVCA 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

Agreement or under any project, program, or activity supported by this Agreement.

10.16.6 SCVCA shall allow County representatives access to SCVCA employment records during regular business hours to verify compliance with the provisions of this Section when so requested by the County.

10.16.7 If County finds that any provision of this Section has been violated, such violation shall constitute a material breach of this Agreement upon which County may terminate, or suspend this Agreement. While the County reserves the right to determine independently that the anti-discrimination provisions of this Agreement have been violated, in addition, a determination by the California Fair Employment and Housing Commission or the Federal Equal Employment Opportunity Commission that the SCVCA has violated State or Federal non-discrimination laws or regulations shall constitute a finding by County that SCVCA has violated the non-discrimination provisions of this Agreement.

10.16.8 The parties agree that in the event SCVCA violates the anti-discrimination provisions of this Agreement, the County shall, at its sole option, be entitled to a sum of FIVE HUNDRED DOLLARS ($500.00) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Agreement

10.17 Notice to Employees Regarding the Federal Earned Income Credit

The SCVCA shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal 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, a copy of which is attached as Exhibit E and incorporated herein by reference.

10.18 Notice to Employees Regarding the Safely Surrendered Baby Law

The SCVCA 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 F of this Agreement and is also available on the Internet at www.babysafela.org for printing purposes.

10.19 Notices

10.19.1 Any notice required to be given under the terms of this Agreement or any law applicable thereto may be: (1) delivered by personal service; or (2) placed in a sealed envelope, with postage paid, return receipt requested, addressed to the person on whom it is to be served, and deposited in a post office, mailbox, sub-post office, substation or mail chute, or other like facility regularly maintained by the United States Postal Service and addressed to: County of Los Angeles, Department of Parks and Recreation, Attention: Chief, Contracts and Special Districts, 433 South Vermont Avenue, Los Angeles, CA 90020. The address to be used for any given notice served by mail upon SCVCA shall be: Santa Clarita Valley Committee on Aging, 22900 Market Street, Santa Clarita, California. 91321. Addresses may be changed by either party giving ten (10) days' prior written notice thereof to the other party. The Director of the Department of Parks and Recreation shall have the authority to issue all notices or demands required or permitted by the County under this Agreement. Service by mail shall be deemed complete upon deposit in the above mentioned manner.

10.19.2 In the event of non-compliance, suspension, default, or cancellation of this Agreement, notice may also be given upon

personal delivery, to any person whose actual knowledge of such non-compliance, suspension, default or cancellation would be sufficient notice to SCVCA. Actual knowledge of such non-compliance, suspension, default or cancellation by an individual SCVCA or by a copartner, if the SCVCA be a partnership, or by the president, vice-president, secretary or general manager, if the SCVCA be a corporation, or by the managing agent regularly in charge of the work on behalf of SCVCA shall in any case be sufficient notice.

10.20 Public Records Act

10.20.1 Any documents submitted by SCVCA, all information obtained in connection with County's right to audit and inspect SCVCA's documents, books, and accounting records pursuant to the Record Retention and Inspection/Audit Settlement Section of this Agreement, as well as those documents which were required to be submitted for this 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.

10.20.2 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", "proprietary", SCVCA agrees to defend and indemnify the County from all costs and expenses,

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

10.21 Recyled-Bond Paper

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

10.22 Right of Entry

10.22.1 Should SCVCA be deemed deficient, as determined by the Director, in its performance of its obligations required hereunder, County in addition to all other available remedies may, but shall not be so obliged, enter upon the premises and correct SCVCA's deficiencies using County forces, and equipment and materials on the premises suitable for such purposes, or by employing a separate private contractor. County's cost so incurred, including direct and indirect overhead cost as determined by the Director, shall be reimbursed to County by SCVCA and/or its sureties within thirty (30) days of demand thereof.

10.22.2 Any officers and/or authorized employees of the County may enter upon the premises at any and all reasonable times for the purpose of determining whether or not SCVCA is complying with the terms and conditions hereof, or for any other purpose incidental to the rights of the County within the premises.

10.22.3 In the event of an abandonment, vacation or discontinuance of operations for a period in excess of twenty-four (24) hours, SCVCA hereby irrevocably appoints County as an agent for continuing operation of the Senior Citizen Center as granted herein, and in connection therewith authorizes the officers and employees thereof to (1) take possession of the premises, including all improvements, equipment and inventory thereon; (2) remove any and all persons or property on said premises and place any such property in storage for the account of and at the

expense of SCVCA; (3) sublease or sublicense the premises; and (4) after payment of all expenses of such subleasing or sublicensing, apply all payments realized therefore to the satisfaction and/or mitigation of all damages arising from SCVCA's breach of this Agreement. Entry by the officers and employees of County upon the premises for the purpose of exercising the authority conferred hereon as agent of SCVCA shall be without prejudice to the exercise of any other rights provided herein or by law to remedy a breach of this Agreement.

10.22.4 No re-entry or taking of the premises by County pursuant to sub-section 10.22.3 of this Section shall be construed as an election to terminate this Agreement unless a written notice of such intention be given to SCVCA or unless the termination thereof be decreed by a court of competent jurisdiction.

10.23 Severability

If any provision of this Agreement is determined to be illegal, invalid, or unenforceable by a court of competent jurisdiction, the remaining provisions hereof shall not be affected thereby and shall remain in full force and effect.

10.24 Surrender of Premises

Upon termination of this Agreement, SCVCA shall peaceably vacate the premises and any and all improvements located thereon and deliver up the same to County in a reasonably good condition, ordinary wear and tear excepted.

10.25 Taxes and Assessments

10.25.1 The property interest conveyed herein may be subject to real property taxation and/or assessment thereon, and in the event thereof, Contractor shall pay before delinquency all lawful taxes, including but not limited to possessory interest taxes, assessments, fees or charges which at any time may be levied by the State, County, City or any other tax or assessment-levying body upon the premises and any improvements located thereon.

10.25.2 Contractor shall also pay all taxes, assessments, fees and charges on goods, merchandise, fixtures, appliances and equipment owned or used therein.

10.26 Termination for Breach of Warranty to Maintain Child Support Compliance

Failure of SCVCA to maintain compliance with the requirements set forth in the Section identified as "Warranty Of Adherence To County's Child Support Compliance Program" of this Agreement, shall constitute a default by SCVCA under this Agreement. Without limiting the rights and remedies available to County under any other provision of this Agreement, failure to cure such default within 90 days of notice by the Los Angeles County Child Support Services Department shall be grounds upon which the County may terminate this Agreement as herein provided.

10.27 Termination For Convenience

10.27.1 This 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 notice of termination to SCVCA 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 ten (10) days after the notice is sent and shall be specified in the notice.

10.27.2 After receipt of a notice of termination and except as otherwise directed by the County, the SCVCA shall:

a. Stop work under this 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.

10.27.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of the SCVCA under this Agreement shall be maintained by the SCVCA in accordance with Section 6.0 – Record Retention and Inspection / Audit Settlement.

10.28 Termination For Default

10.28.1 The County may, by written notice to the SCVCA, terminate the whole or any part of this Agreement, if, in the judgment of Director:

a. SCVCA has materially breached this Agreement;

b. SCVCA fails to timely provide and/or satisfactorily perform any task, deliverable, service, payment, or other work required either under this Agreement ; or

c. SCVCA fails to demonstrate a high probability of timely fulfillment of performance requirements under this Agreement, or of any obligations of this 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.

10.28.2 In the event that the County terminates this 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. The SCVCA shall be liable to the County for any and all excess costs incurred by the County, as determined by the Director, for such similar goods and services. The SCVCA shall continue the performance of this Agreement to the extent not terminated under the provisions of this sub-paragraph.

10.28.3 As a condition precedent to the termination of this Agreement, Director shall give SCVCA ten (10) days notice by registered or certified mail of the date set for cancellation 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.

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

10.28.5 If, after the County has given notice of termination under the provisions of this Section it is determined by the County that the SCVCA was not in default under the provisions of this Section, or that the default was excusable under the provisions as hereinbefore described, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to the provisions of the Termination for Convenience as provided for in this Agreement.

10.28.6 In the event the County terminates this Agreement in its entirety due to the SCVCA's default as provided in this Section, the

SCVCA 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 SCVCA and the County agree that the County shall, at its sole option and in lieu of the provisions of this Section be entitled to liquidated damages from the SCVCA, pursuant to California Civil Code Section 1671, in the amount of Five Thousand Dollars ($5,000) as equitable compensation to the County for such actual damages. This amount of liquidated damages shall be either paid by the SCVCA to the County. These liquidated damages shall be in addition to any credits, which the County is otherwise entitled to under this Agreement, and the SCVCA's payment of these liquidated damages shall not in any way change, or affect the Indemnification provisions as provided for in this Agreement.

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

10.29 Termination for Improper Consideration

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

County shall be entitled to pursue the same remedies against SCVCA as it could pursue in the event of default by the SCVCA.

10.29.2 SCVCA 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 or to such other number as may be provided to SCVCA in writing by County.

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

10.30 Termination for Non-Adherence of County Lobbyist Ordinance

SCVCA and each County Lobbyist or County Lobbying firm as defined in Los Angeles County Code Section 2.160.010, retained by SCVCA, shall fully comply with the County Lobbyist Ordinance, Los Angeles County Code 2.160. Failure on the part of SCVCA or any County Lobbyist or County lobbying firm retained by SCVCA to fully comply with the County Lobbyist Ordinance shall constitute a material breach of this Agreement upon which County may immediately terminate or suspend this Agreement.

10.31 Termination Upon Transfer of Title or Park Closure

10.31.1 Notwithstanding any other provision of this Agreement, in the event the County transfers its interest in the William S. Hart Park and the premises to a governmental agency (assignee), the County reserves the right to: terminate this Agreement; or provided there is consent by an assignee, assign the County's interest in this Agreement to said assignee. County shall provide the SCVCA with notice of termination or assignment of this Agreement pursuant to this provision.

10.31.2 Notwithstanding any other provision of this Agreement, in the event the County closes William S. Hart Park, this Agreement shall be terminated upon the effective date of such closure.

10.32 Warranty Against Contingent Fees

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

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

10.33 Waiver

10.33.1 No waiver by County of any breach of any provision of this 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 Agreement shall not be construed as a waiver thereof. The rights and remedies set forth in this Section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

10.33.2 No delay, failure, or omission of County to re-enter the premises or to exercise any right, power, privilege or option, arising from any default, nor any subsequent acceptance of payments then or thereafter accrued shall impair any such right, power, privilege or option, or be construed as a waiver of or acquiescence in such default or as a relinquishment of any right.

10.33.3 No notice to SCVCA shall be required to restore or revive "time of the essence" after the waiver by County of any default.

10.33.4 No option, right, power, remedy or privilege of County shall be construed as being exhausted by the exercise thereof in one or

more instances. The rights, powers, options and remedies given County by this Agreement shall be cumulative.

10.34 Entire Agreement

This document and the exhibit(s) attached hereto, constitute the entire agreement between County and SCVCA for the authorized operations and use granted herein within William S. Hart County Park. All other agreements, promises and representations with respect thereto, other than 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 SCVCA's operation and the premises to be used in the conduct thereof.

10.35 Authorization Warranty

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

IN WITNESS WHEREOF the Santa Clarita Valley Committee on Aging has executed this Agreement, by its duly authorized officer, and the County of Los Angeles by order of its Board of Supervisors, has caused this Agreement to be executed on its behalf by the Chair of said Board, on the day and year first above written.

SANTA CLARITA VALLEY
COMMITTEE ON AGING

By _____

Director

COUNTY OF LOS ANGELES

By _____

Michael D. Antonovich

Mayor, Los Angeles County

ATTEST:
SACHI A. HAMAI
Executive Officer-Clerk
of the Board of Supervisors

By_____
Deputy

APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.
County Counsel

By_____
Senior Deputy

Revised 04/19/06

EXHIBIT A

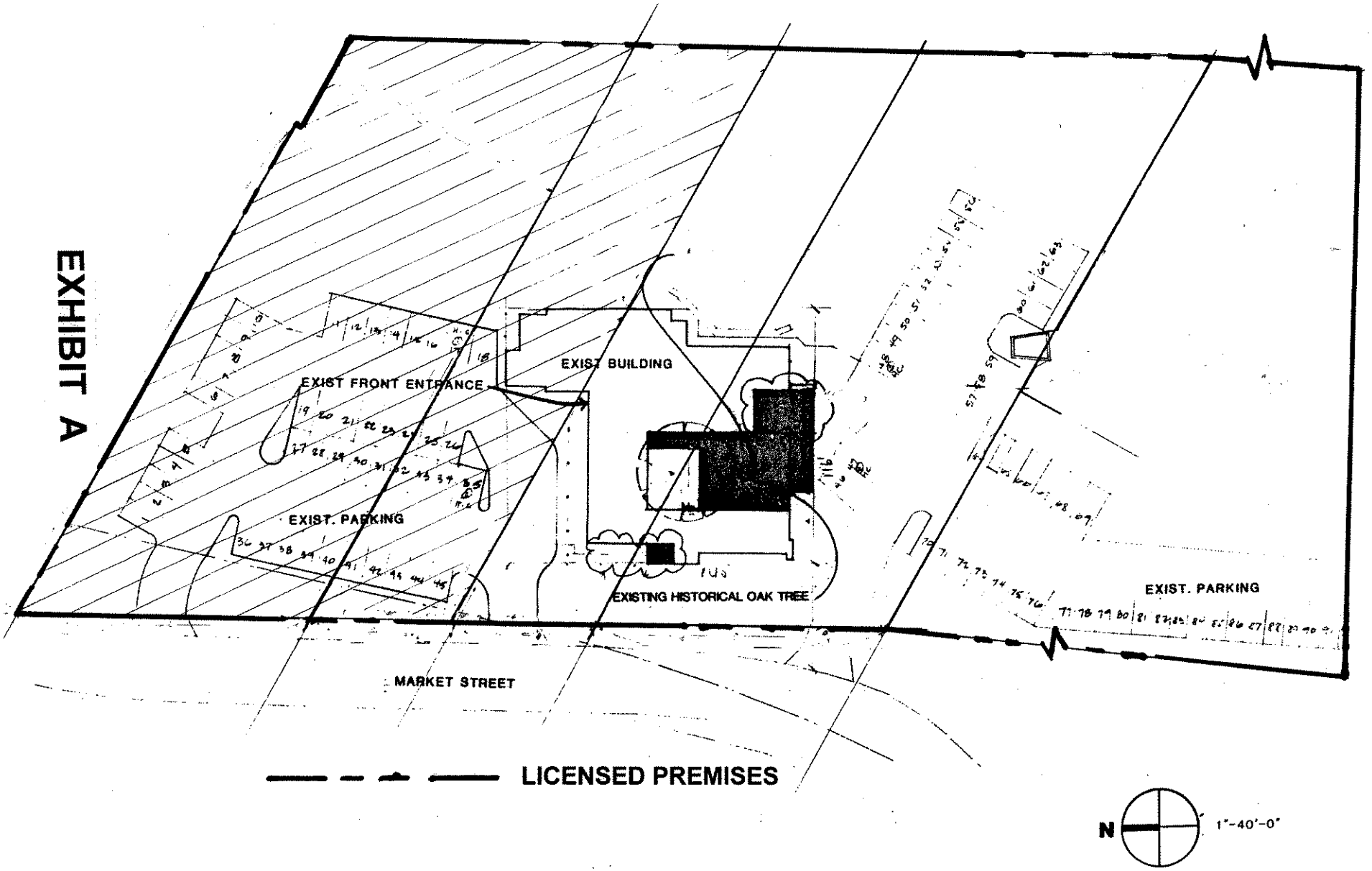

EXIST FRONT ENTRANCE
EXIST BUILDING
EXIST. PARKING
EXISTING HISTORICAL OAK TREE
EXIST. PARKING
MARKET STREET
LICENSED PREMISES
N
1"=40'-0"

EXHIBIT B
DESCRIPTION OF SERVICES

NUTRITION

CONGREGATE MEALS

The Congregate Meals Program provides hot, nutritionally balanced meals for all senior citizens aged 60 and older. A Congregate Meal at the Center may be the only meal a senior citizen enjoys on any given day. Congregate Meals also allow for the vital component of socialization, so imperative in the lives of older people.

The SCVCOA was successful in providing more meals to our seniors in Fiscal Year 2003-2004 with delivery at five sites in our service area. The accompanying pie chart compares the service across these sites. Our growth this year reflects an increase of participants at our two contract sites in the City of San Fernando.

The SCVCOA strives to assist the frail elderly with transportation and escort service to attend Congregate Meal sites for the added component of socialization. Operating our own transportation system allows the SCVCOA to offer added services that are not available to the frail elderly from other communities.

Congregate meals funding has diminished significantly over a five-year time span. To accommodate the needs of our senior community, the SCVCOA has dedicated additional resources that augment service delivery by more than 30 percent both this fiscal year and last.

HOME-DELIVERED MEALS

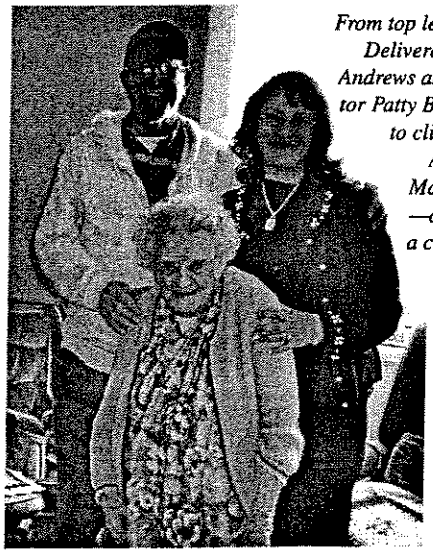
The Home-Delivered Meals Program is designed to serve those seniors and other younger adults who by virtue of frailty or illness cannot adequately meet their own nutritional needs. In most cases, the average Home-Delivered Meal recipient is a home-bound woman or man (60-40 percent ratio), 75 years or older, and/or disabled. In many cases, our HDM driver is the only face-to-face contact our senior citizen may have aside from our Supportive Services staff.

We average 21 volunteer drivers delivering nearly 300 meals each day in the Santa Clarita Valley and two routes in the City of San Fernando for a total of seven routes.

The SCVCOA's commitment to never let a senior-in-need go without a meal is rare within the County of Los Angeles. Most agencies have a waiting list to serve seniors, often with months of waiting. It is thanks to our "Guardian Angel" JoAnne Darcy who initiated the Annual Wine Auction fundraiser for HDM and related programs that we are able to continue to live up to our commitment. Maintaining elders in their homes and avoiding premature institutionalization is a central tenet in the philosophy of the SCVCOA.

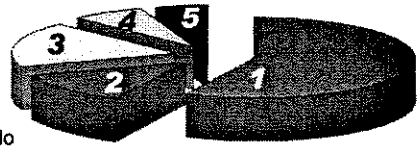
The HDM Program is augmented by the E.N.H.A.N.C.E. (Effective Nutritional Health Assessments and Networks of Care for the Elderly). ENHANCE provides for a licensed nutritionist to provide in-home evaluations for those who are at high risk and have specific nutritional needs that must be addressed.

The SCVCOA is committed to meeting the nutritional needs of our older frail residents, and unlike other similar agencies, refuses to utilize "waiting lists" for this service.

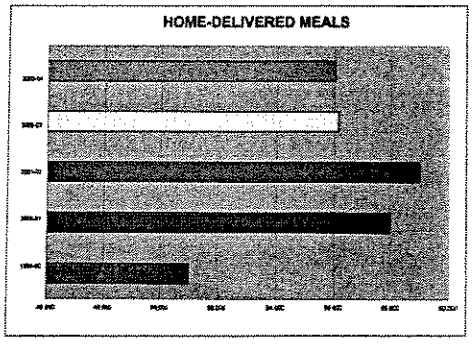


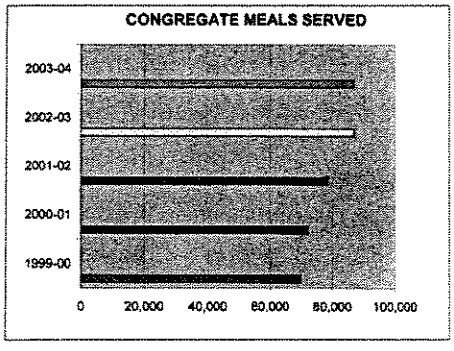
From top left: Volunteer Home-Delivered Meals driver Jim Andrews and HDM Coordinator Patty Bowen deliver meals to client Mabel Sanders. At 100 years of age, Mabel is internet savy —and as Jim puts it— a crocheting machine!

MEALS SERVED BY LOCATION - 2003-2004



1 - Hart Park
2 - Las Palmas
3 - San Fernando
4 - Bouquet Canyon Seniors
5 - Friendly Valley





SUPPORTIVE SERVICES

SuzAnn Nelsen, Director of Supportive Services.

PHOTO BY EDDIE PIERCE.

The Supportive Services Department provides social services and programs that allow the older, more frail senior citizens to "age in place" in their own homes as long as appropriately possible. As a partner with the Los Angeles County Area Agency on Aging and Adult Protective Services, the SCVCOA is also now the primary service provider to functionally impaired adults, 18 years and older for the North Los Angeles County area.

Telephone Reassurance:

The Telephone Reassurance Program provides daily contact with homebound individuals who live alone to monitor their well being and activities of daily living.

Assessment & Care Management:

This is a time-intensive, comprehensive process of analyzing a person's needs and resources, then linking them to a full range of appropriate services. Care Management maximizes a supportive milieu of services for both the older person and their families. Our services are provided by professional gerontological staff.

Counseling Services:

To aid individuals having emotional difficulty coping with activities of daily living, professional counseling services are provided by a licensed professional M.A., M.F.T. with an extensive background in gerontological issues. Support groups and counseling are also available for adult children of aging parents who are dealing with aging issues in the extended family.

In-Home Visiting/ Peer Counseling:

This program is an adjunct to the professional services to home-bound senior citizens. Specially trained volunteers under supervision of professional staff, make routine in-home visits to provide counseling, friendship, support, and socialization to enhance our "aging in place" mission.

Respite Programs:

These provide individual and/or family counseling, and support groups for caregivers by a licensed professional. These services reduce stress, and provide caregivers the tools and knowledge to effectively support their dependent loved ones. Our respite programs also provide the caregivers much-needed time away from their responsibilities to attend to their own needs and activities.

Social Day Care:

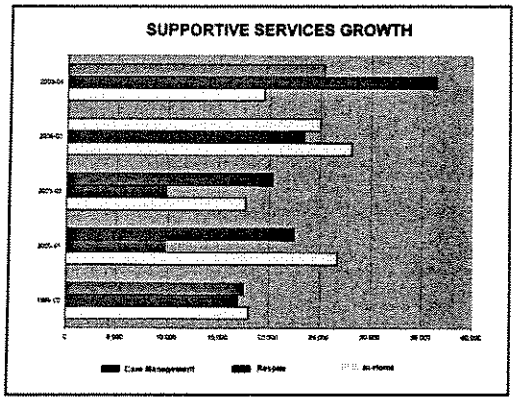
This program is designed for individuals who suffer from Alzheimer's, memory impairment, post stroke, or other conditions of frailty that may require constant supervision. The program provides socialization and cognitive stimulation through activities of art, crafts, music, etc., in a warm supportive environment. This special program often delays or prevents certain debilitating aspects associated with disorders of the very frail elderly.

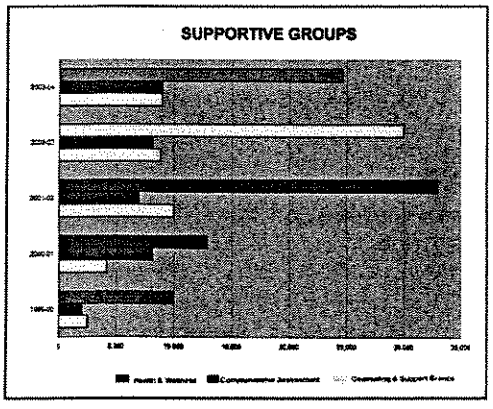
Information & Assistance:

Here's a multilevel program service that links individuals to opportunities and services throughout the Los Angeles County area.

Components of this program include: Information & Referral; Assistance with forms; Benefits Application; Durable Power of Attorney; Financial and Benefits Counseling and Advocacy; Legal Assistance; Tax Preparation, and Winter Energy Assistance.

Supportive Services staff shown above are, from left rear, Diamond Miller, Ida Wasser, Amy Dominguez, full-time volunteer Ruth Milne, (front) Mel Oxciano, and Donna Bennett. Not shown are Violet Gyongyos, Karin Kelly, Brenda Keynerd, and Heather Zimmerman.





Right: Here's our dedicated Respite group! From left, Elaine Lucarelli, Jackie Reibsamen, JonNell Marshall (seated), Jackie Krueger, Helen Zamora, and Millie Terranova.

RECREATIONAL & EDUCATIONAL OPPORTUNITIES

The Santa Clarita Valley Senior Center strives to provide a wide and varied schedule of recreational and educational activities that reflect the various interests of our participants. Special programming for Health and Wellness activities that includes special interest groups, lectures, classes, consumer education, health fairs, and related activities grows in participation by an approximate 20 percent each year. An average day for the SCV Senior Center sees more than 750 individuals participate in one activity or another.

INTERGENERATIONAL ACTIVITIES & VOLUNTEERISM

The SCV Senior Center promotes intergenerational activities that engender an appreciation and sensitivity for the needs of older persons. All of the Center's activities and classes are open to all people age 18 and older. Bouquet Canyon Seniors, Canyon Country Seniors, and Castaic Lake Seniors offer expanded opportunities for those outreach activities that enhance the community with programs such as "Stories of a Lifetime" in collaboration with the College of the Canyons' Service Learning Program that often appear in the pages of *The Magazine of Santa Clarita.*

The Agency provides a multitude of opportunities for volunteers to provide vital community service. Senior Center volunteers are central to pursuing our mission to provide independence, dignity, and quality of life to all the community at large. The SCV Senior Center actively recruits a culturally diverse volunteer workforce to serve the community.

TRIPS & TOURS

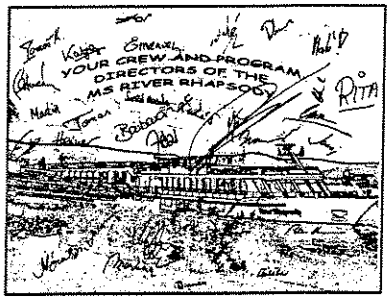
The Trips & Tours Department is a service provided by the Agency that organizes, schedules, and arranges for recreational and educational events ranging from day outings to long tours abroad. Trips & Tours participation was down in 2002-2003 as was all travel following 9-11. In Fiscal Year 2002-2003 we reorganized the department for better cost control while still providing activities where friends new and old experience life's adventures together. Those measures have paid benefits in Fiscal Year 2003-2004.

Get Creative!

Mary Lou Carraher's art classes are a given around here! At left from rear, Don Trout, George Watts, and Marina Marcelin Above, Mary Caldwell, and at right, instructor Mary Lou at the annual Senior Art Show & Sale.

Chip Johnson's Silvertone Singers & Rhythm Review is comprised of 31 people. There are several sub groups that perform together as well. They practice together once a week at the Bouquet Canyon Seniors building, but Chip also works with singers and sub groups individually. They perform multiple times a year.

Get Going!



Mary Lou Carraher's art classes also travel each year on enriching "Art Tours" to such far flung ports as Australia, Italy, Spain, and in 2004, an 800-mile riverboat cruise along the Rhine and Mosel Rivers touching seven countries.

The Center's Trips & Tours Deparment makes it easy and affordable for area seniors to enjoy themselves. We sponsor trips to museums and theaters, to shopping facilities outside the valley, to popular gaming establishements like Santa Anita Race Track, to festivals and amusements like Knott's Berry Farm, and longer tours to places like England or Branson, MO.

EXHIBIT C

CHARITABLE CONTRIBUTIONS CERTIFICATION

Santa Clarita Valley Committee on Aging Corp.
Company Name

22900 Market St. Santa Clarita, CA 91321
Address

95-3081997
Internal Revenue Service Employer Identification Number

7901490
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.

CERTIFICATION	YES	NO
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.	(✓)	( )

Brad Berens 4-19-06
Signature Date

Brad Berens Exec Director
Name and Title (please type or print)

EXHIBIT D

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

Santa Clarita Valley Commitee on Aging Corp.
Name

22900 Market Street, Santa Clarita, CA 91321
Business Address

95-3181997
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.

CERTIFICATION

		Check One
1.	SCVCA has a written policy statement prohibiting discrimination in all phases of employment.	[✓] Yes [ ] No
2.	SCVCA periodically conducts a self analysis or utilization analysis of its work force.	[✓] Yes [ ] No
3.	SCVCA 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, SCVCA has a system for taking reasonable corrective action which includes the establishment of goals and timetables.	[✓] Yes [ ] No

Name (please print or type) Brad Berens

Title of Signer (please print or type) Executive Director

Signature [signature] Date 4-19-06

EXHIBIT E

IRS NOTICE 1015

Department of the Treasury
Internal Revenue Service

Notice 1015

(Rev. November 2002)

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.

A change to note. Workers **cannot** claim the EIC if their 2002 investment income (such as interest and dividends) is over $2,550.

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 2002 are less than $34,178 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, 2003.

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 by calling 1-800-829-3676, or from the IRS Web Site at **www.irs.gov.**

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 the 2002 instructions for Form 1040, 1040A, 1040EZ, or **Pub. 596,** Earned Income Credit (EIC).

How Do My Employees Claim the EIC?

Eligible employees claim the EIC on their 2002 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 2002 and owes no tax but is eligible for a credit of $791, he or she must file a 2002 tax return to get the $791 refund.

How Do My Employees Get Advance EIC Payments?

Eligible employees who expect to have a qualifying child for 2003 can get part of the credit with their pay during the year by giving you a completed **Form W-5,** Earned Income Credit Advance Payment Certificate. You **must** include advance EIC payments with wages paid to these employees, but the payments are not wages and are not subject to payroll taxes. Generally, the payments are made from withheld income, social security, and Medicare taxes. For details, see **Pub. 15,** Employer's Tax Guide.

Cat. No. 20599I

EXHIBIT F

No shame.
No blame.
No names.

Newborns can be safely given up at any Los Angeles County hospital emergency room or fire station.

In Los Angeles County:
1-877-BABY SAFE
1-877-222-9723
www.babysafela.org

State of California
Gray Davis, Governor

Health and Human Services Agency
Grantland Johnson, Secretary

Department of Social Services
Rita Saenz, Director

Los Angeles County Board of Supervisors
Gloria Molina, Supervisor, First District
Yvonne Brathwaite Burke, Supervisor, Second District
Zev Yaroslavsky, Supervisor, Third District
Don Knabe, Supervisor, Fourth District
Michael D. Antonovich, Supervisor, Fifth District

This initiative is also supported by First 5 LA and INFO LINE of Los Angeles.

EXHIBIT F

What is the Safely Surrendered Baby Law?
California's Safely Surrendered Baby Law allows parents to give up their baby confidentially. As long as the baby has not been abused or neglected, parents may give up their newborn without fear of arrest or prosecution.

How does it work?
A distressed parent who is unable or unwilling to care for a baby can legally, confidentially and safely give up a baby within three days of birth. The baby must be handed to an employee at a Los Angeles County emergency room or fire station. As long as the child shows no signs 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, workers 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.

What if a parent wants the baby back?
Parents who change their minds can begin the process of reclaiming their newborns 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?
In most cases, a parent will bring in the baby. The law allows other people to bring in the baby if they have legal custody.

Does the parent have to call before bringing in the baby?
No. A parent can bring in a baby anytime, 24 hours a day, 7 days a week so long as the parent gives the baby to someone who works at the hospital or fire station.

Does a parent have to tell anything to the people taking the baby?
No. However, hospital personnel will ask the parent to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the child. Although encouraged, filling out the questionnaire is not required.

What happens to the baby?
The baby will be examined and given medical treatment, if needed. Then the baby will be placed in a pre-adoptive home.

What happens to the parent?
Once the parent(s) has safely turned over the baby, they are free to go.

Why is California doing this?
The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned by their parents and potentially being hurt or killed. You may have heard tragic stories of babies left in dumpsters or public bathrooms. The parents who committed these acts 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 nowhere to turn for help, they abandoned their infants. Abandoning a baby puts the child in extreme danger. It is also illegal. Too often, it results in the baby's death. Because of the Safely Surrendered Baby Law, this tragedy doesn't ever have to happen in California again.

A baby's story
At 8:30 a.m. on Thursday, July 25, 2002, a healthy newborn baby was brought to St. Bernardine Medical Center in San Bernardino under the provisions of the California Safely Surrendered Baby Law. As the law states, the baby's mother did not have to identify herself. When the baby was brought to the emergency room, he was examined by a pediatrician, who determined that the baby was healthy and doing fine. He was placed with a loving family while the adoption process was started.

Every baby deserves a chance for a healthy life. If someone you know is considering abandoning a newborn, let her know there are other options.

It is best that women seek help to receive proper medical care and counseling while they are pregnant. But at the same time, we want to assure parents who choose not to keep their baby that they will not go to jail if they deliver their babies to safe hands in any Los Angeles County hospital ER or fire station.

EXHIBIT F

Sin pena.
Sin culpa.
Sin peligro.

Los recién nacidos pueden ser entregados en forma segura en la sala de emergencia de cualquier hospital o en un cuartel de bomberos del Condado de Los Angeles.

En el Condado de Los Angeles:
1-877-BABY SAFE
1-877-222-9723
www.babysafela.org

Estado de California
Gray Davis, Gobernador

Agencia de Salud y Servicios Humanos
(Health and Human Services Agency)
Grantland Johnson, Secretario

Departamento de Servicios Sociales
(Department of Social Services)
Rita Saenz, Directora

Consejo de Supervisores del Condado de Los Angeles
Gloria Molina, Supervisora, Primer Distrito
Yvonne Brathwaite Burke, Supervisora, Segundo Distrito
Zev Yaroslavsky, Supervisor, Tercer Distrito
Don Knabe, Supervisor, Cuarto Distrito
Michael D. Antonovich, Supervisor, Quinto Distrito

Esta iniciativa tambien esta apollada por First 5 LA y INFO LINE de Los Angeles.

EXHIBIT F

¿Qué es la Ley de Entrega de Bebés Sin Peligro?
La Ley de Entrega de Bebés Sin Peligro de California permite a los padres entregar a su recién nacido confidencialmente. Siempre que el bebé no haya sufrido abuso ni negligencia, padres pueden entregar a su recién nacido sin temor a ser arrestados o procesados.

¿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 del nacimiento. El bebé debe ser entregado a un empleado de una sala de emergencias o de un cuartel de bomberos del Condado de Los Angeles. 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 recibirá un brazalete igual.

¿Qué pasa si el padre/madre desea recuperar a su bebé?
Los padres que cambien de opinión pueden empezar 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 Angeles, al 1-800-540-4000.

¿Sólo los padres podrán llevar al recién nacido?
En la mayoría de los casos, los padres son los que llevan al bebé. La ley permite que otras personas lleven al bebé si tienen la custodia legal del menor.

¿Los padres deben llamar antes de llevar al bebé?
No. El padre/madre puede llevar a su bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, mientras que entregue a su bebé a un empleado del hospital o de un cuartel de bomberos.

¿Es necesario que el padre/madre diga algo a las personas que reciben al bebé?
No. Sin embargo, el personal del hospital le pedirá que llene un cuestionario con la finalidad de recabar anteoedentes médicos importantes, que resultan de gran utilidad para los cuidados que recibirá el bebé. Es recomendado llenar este cuestionario, pero no es obligatorio hacerlo.

¿Qué ocurrirá con el bebé?
El bebé será examinado y, de ser necesario, recibirá tratamiento médico. Luego el bebé se entregará a un hogar preadoptivo.

¿Qué pasará con el padre/madre?
Una vez que los padres hayan entregado a su bebé en forma segura, serán libres de irse.

¿Por qué California hace esto?
La finalidad de la Ley de Entrega de Bebés Sin Peligro es proteger a los bebés del abandono por parte de sus padres y de la posibilidad de que mueran o sufran daños. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Es posible que los padres que cometieron estos actos hayan estado atravesando dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus recién nacidos porque tenían miedo y no tenían adonde recurrir para obtener ayuda. El abandono de un recién nacido lo pone en una situación de peligro extremo. Además es ilegal. Muy a menudo el abandono provoca la muerte del bebé. Ahora, gracias a la Ley de Entrega de Bebés Sin Peligro, esta tragedia ya no debe suceder nunca más en California.

Historia de un bebé
A las 8:30 a.m. del jueves 25 de julio de 2002, se entregó un bebé recién nacido saludable en el St. Bernardine Medical Center en San Bernardino, en virtud de las disposiciones de la Ley de Entrega de Bebés Sin Peligro. Como lo establece la ley, la madre del bebé no se tuvo que identificar. Cuando el bebé llegó a la sala de emergencias, un pediatra lo revisó y determinó que el bebé estaba saludable y no tenía problemas. El bebé fue ubicado con una buena familia, mientras se iniciaban los trámites de adopción.

Cada recién nacido merece una oportunidad de tener una vida saludable. Si alguien que usted conoce está pensando en abandonar a un recién nacido, infórmele qué otras opciones tiene.

Es mejor que las mujeres busquen ayuda para recibir atención médica y asesoramiento adecuado durante el embarazo. Pero al mismo tiempo, queremos asegurarles a los padres que optan por no quedarse con su bebé que no irán a la cárcel si dejan a sus bebés en buenas manos en cualquier sala de emergencia de un hospital o en un cuartel de bomberos del Condado de Los Angeles.

CITY OF SANTA CLARITA

SENIOR CENTER CDBG CONTRACT

Contract No. _____

THIS AGREEMENT is made and entered into this ____ day of _____, 2006, by and among the CITY OF SANTA CLARITA, hereinafter referred to as CITY, the COUNTY OF LOS ANGELES, hereinafter referred to as COUNTY, and the SANTA CLARITA VALLEY COMMITTEE ON AGING, hereinafter referred to as SUBRECIPIENT. Collectively, COUNTY, CITY and SUBRECIPIENT are referred to herein as "parties."

SECTION 1. RECITALS

A. COUNTY is the owner of that certain property located at 22900 Market Street, Santa Clarita, CA 91321, which SUBRECIPIENT currently leases for purposes of operating a Senior Center (the "Property"). The current lease remains in effect until terminated by either party with thirty (30) days written notice, or upon expiration of the terms of the agreement.

B. SUBRECIPIENT's Senior Center provides congregate meals, exercise classes, educational and social activities and events, housing and social service referrals, primary medical assessments and other services to senior residents of the City of Santa Clarita, as well as the surrounding unincorporated County.

C. CITY, COUNTY and SUBRECIPIENT are desirous of making certain improvements to the Property to enhance the services provided to clients of the Senior Center.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements herein contained, said parties do hereby agree as follows:

SECTION 2. THE PROJECT

A. SUBRECIPIENT, in cooperation with the COUNTY, shall undertake the improvements to the Property set forth on Exhibit A, attached hereto and incorporated herein by reference (the "Project"). COUNTY hereby consents to the SUBRECIPIENT making the improvements set forth in Exhibit A to the Property, provided that such improvements, when completed, shall be and shall remain fixtures to the Property.

B. SUBRECIPIENT shall complete work on the Project no later than June 30, 2006.

C. City Project Coordinator may grant time of performance modifications to this Agreement when such modifications:

(a) In aggregate, do not exceed twelve (12) calendar months and;
(b) Are specifically requested by SUBRECIPIENT in writing.

SECTION 3. PROJECT FUNDING

In consideration for the promises and covenants set forth herein, CITY, COUNTY and SUBRECIPIENT agree to jointly fund the Project as follows:

A. COUNTY agrees to provide THIRTY THOUSAND DOLLARS ($30,000.00) from its allocation of Federal Community Development Block Grant Funds ("CDBG") toward the cost of the Project, subject to the limitations and conditions set forth herein. The parties understand and agree that COUNTY'S sole monetary contribution toward the Project shall be from the above identified CDBG funds and that neither the COUNTY'S General fund, nor any other COUNTY fund shall be liable for the COUNTY contribution described herein.

B. CITY agrees to provide TWO HUNDRED, FORTY-FOUR THOUSAND, TWO HUNDRED, SIXTY-FIVE DOLLARS ($244,265.00) toward the cost of the Project from the CITY's allocation of CDBG funds, subject to the limitations and conditions set forth herein. The parties understand and agree that CITY's sole monetary contribution toward the Project shall be from the above identified CDBG funds and that neither the CITY's General fund, nor any other CITY fund shall be liable for the CITY contribution described herein.

C. SUBRECIPIENT agrees to fund the balance of the costs of the Project, currently estimated at SIX THOUSAND DOLLARS ($6,000.00). This estimate is provided solely for illustrative purposes and does not in any way constitute a cap on SUBRECIPIENT's obligations to fund the cost of the Project.

D. Notwithstanding the foregoing, neither CITY nor COUNTY shall have any liability for, nor obligation to complete the Project, other than as expressly set forth herein. Further, CITY shall have no liability for any lease payments owed by SUBRECIPIENT to COUNTY at any time as a result of this Agreement.

E. CITY and COUNTY PAYMENTS shall be on a reimbursement basis as provided for in the requirements of the Federal CDBG program. Invoices submitted to the CITY shall be accompanied by supporting documentation and a progress report indicating work accomplished to date. Invoices submitted to the CITY shall be submitted monthly unless another time frame is agreed upon by the CITY's project manager and the SUBRECIPIENT.

F. CITY CDBG funds committed to this project as set forth in Section 3 B shall be used and

fully exhausted prior to the use of the COUNTY funds set forth in Sections 3 A.

SECTION 4. USE OF FEDERAL FUNDS

A. **Pursuant to the terms of this Agreement, the CDBG funds to be contributed by COUNTY and CITY will be utilized for the expansion of a public facility as contemplated in 24 CFR 570.201(c), more specifically as described in Exhibit A, the Project Description, attached hereto.**

B. The use of the Funds as contemplated herein will serve the National HUD Goal of providing assistance to low and moderate income persons by expanding a facility that caters to a limited clientele (seniors) (24 CFR 570.208(a)(2)).

C. As a condition of receipt of the CDBG funds, SUBRECIPIENT agrees that SUBRECIPIENT shall continuously utilize the property for a senior center providing assistance activities to seniors, including low and moderate income seniors. If SUBRECIPIENT should cease to utilize the property for the above mentioned purposes at any point, SUBRECIPIENT shall notify the CITY project manager immediately. Any new uses of the property must meet the regulations at 24 CFR 570.503 (b) (7) including, but not limited to, public notification and compliance with national objectives located at 24 CFR 570.208. The use of the property for a senior center as noted above, or for any other CDBG eligible use approved by the City, shall continue for a period of at least five years after the expiration of this agreement. If SUBRECIPIENT should cease to utilize the property for a use meeting a CDBG national objective, SUBRECIPIENT shall be responsible for repayment of the CDBG funds provided by the CITY, in a pro rata amount based on the CITY's investment as it is spelled out in this agreement, the value of the property at the time of this agreement, and the value of the property at that time the approved use ceases.

D. The Subrecipient must submit to the CITY a completed "Certification of Eligible Use" form verifying that the real property is used exclusively for the eligible use as provided in Section 4 of this agreement. This report will be submitted annually on April 30th , beginning one year after the completion of the project, and for a period of five(5) years after the expiration of this agreement.

SECTION 5. DESIGNATION OF SUBRECIPIENT AS A SUBRECIPIENT

SUBRECIPIENT understands and agrees that for purposes of the Project and receipt of the CITY's and COUNTY's CDBG funding contributions, SUBRECIPIENT is and shall be a "subrecipient" of CDBG funds as that term is used in the Code of Federal Regulations. SUBRECIPIENT shall comply with the requirements imposed by Federal law upon subrecipients in connection with the Project. For purposes of this Agreement, SUBRECIPIENT shall ensure that any contractors or subcontractors hired by SUBRECIPIENT to undertake the Project shall comply with the obligations imposed upon SUBRECIPIENT as a subrecipient.

SECTION 6. FEDERAL AND STATE REQUIREMENTS

In addition to the general obligation to comply with federal regulations imposed upon CDBG subrecipients and upon the use of CDBG funds, SUBRECIPIENT agrees to comply with the following requirements:

A. NON-DISCRIMINATION: SUBRECIPIENT shall not discriminate in its recruiting, hiring, promotion, demotion or termination practices on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, martial status, sex, age, or sexual orientation in the performance of this Agreement and shall comply with the provisions of the California Fair Employment and Housing Act as set forth in Part 2.8 of Division 3, Title 2 of the California Government Code; the Federal Civil Rights Act of 1964, as set forth in Public Law 88-352, and all amendments thereto; Executive Order 11246; and all administrative rules and regulations issued pursuant to such acts and order. SUBRECIPIENT shall also comply with Section 109, Title 1 of the Housing and Community Development Act of 1974 which provides that no person in the United States will, on the grounds of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded with CDBG funds. SUBRECIPIENT further agrees to comply with the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973 which prohibits discrimination on the basis of age or with respect to an otherwise qualified handicapped individual, as provided in Section 504 of the Rehabilitation Act of 1973. SUBRECIPIENT must also comply with all regulations of the Americans with Disabilities Act (ADA) of 1990 (42 USC Sections 12101 et. seq.).

B. PREVAILING WAGES: SUBRECIPIENT is aware of and agrees to abide by the provisions of California Labor Code Sections 1720, et seq., as well as 1771, 1773, 1773.1, 1773.6, 1773.7, 1775 and 1776, pertaining to the obligation to pay prevailing wages with respect to the performance of work. Copies of the prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work for each craft are available upon request from the CITY. A copy of the prevailing rate of per diem wages shall be posted at the job site. If such posting is not possible, a copy shall be posted at the business of the SUBRECIPIENT or its construction SUBRECIPIENT. To the extent that the Federal Davis Bacon wage requirements referenced herein conflict with any California prevailing wage requirements, SUBRECIPIENT shall ensure that all wage earners are paid the higher wage amounts. SUBRECIPIENT shall further adhere to the requirements contained in the CITY's Labor Compliance Program. In accordance with Labor Code § 1773.2, copies of the prevailing rate of per diem wages are available upon request from CITY's Engineering Division or the website for State of California Prevailing wage determination at http://www.dir.ca.gov/DLSR/PWD.

C. BIDDING AND PROCUREMENT: SUBRECIPIENT agrees to comply with the requirements of 24 CRF Part 85, including, but not limited to section 85.36, with respect to bidding for construction and procurement of supplies and equipment for the project.

D. IMMIGRATION: SUBRECIPIENT hereby promises and agrees to comply with all of the provisions of the *Federal Immigration and Nationality Act* (8 USCA 1101, *et seq.*) as amended, and, in connection therewith, shall not employ unauthorized aliens as defined therein. Should SUBRECIPIENT so employ such unauthorized aliens for the performance of work and/or services covered by this contract, and should the Federal Government impose sanctions against the CITY or COUNTY for such use of unauthorized aliens, SUBRECIPIENT hereby agrees to, and shall, reimburse CITY and COUNTY for the cost of all such sanctions imposed, together with any and all costs, including attorney's fees, incurred by the CITY and COUNTY in connection therewith.

E. LOCAL LOW INCOME PREFERENCE: The work to be performed under this contract is on a project assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the *Housing and Urban Development Act of 1965*, as amended, 12 USC 1701u. Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given lower income persons residing within the unit of local government or the metropolitan area (or nonmetropolitan county) in which the project is located, and contracts for work in connection with the project be awarded to business concerns which are located in or owned in substantial part by persons residing in the same metropolitan area (or nonmetropolitan county) as the project.

a. The parties hereto hereby agree that each will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR Part 135, and all applicable rules and orders of said Department issued thereunder prior to the execution of this contract. The parties hereto hereby certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.

b. SUBRECIPIENT shall send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workers' representative of its commitments under said Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

c. SUBRECIPIENT shall include this said Section 3 clause in every subcontract for work in connection with the Project and will, at the direction of the CITY or COUNTY, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR Part 135. SUBRECIPIENT shall not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract, unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these said regulations.

d. Compliance with the provision of said Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of the Department of Housing and Urban Development issued thereunder prior to the execution of this contract, shall be a condition of the Federal financial assistance provided to the Project, binding upon the CITY and COUNTY for such assistance, its successors, and assigns. Failure to fulfill these requirements shall subject the CITY, the COUNTY, the SUBRECIPIENT and its subcontractors, its successors, and/or loan agreement or contract through which Federal assistance is provided to such sanctions as are specified by 24 CFR Part 135.

F. AFFIRMATIVE ACTION/DISADVANTAGED BUSINESSES: SUBRECIPIENT and its subcontractors are required to prepare a written affirmative action plan consistent with Executive Orders 11625, 12138, 12432 and section 3 of the Housing and Urban Development Act of 198 (12 U.S. C. 1701u), as amended. SUBRECIPIENT shall make efforts to ensure that small businesses, women-owned business enterprises, and minority-owned business enterprises are used when possible.

G. CLEAN AIR/WATER REQUIREMENTS: During the performance of this contract, SUBRECIPIENT and all subcontractors shall comply with the requirements of the *Clean Air Act*, as amended, 42 USC 1857, *et seq.*, the *Federal Water Pollution Control Act*, as amended, 33 USC 1251, *et seq.*, and the regulations of the Environmental Protection Agency (EPA) with respect thereto, at 40 CFR Part 15, as amended.

a. In addition to the foregoing requirements, SUBRECIPIENT and all of its nonexempt subcontractors shall furnish to the Director of Public Works of CITY a stipulation that any facility to be utilized in the performance of any nonexempt contract or subcontract is not listed on the List of Violating Facilities issued by the EPA pursuant to 40 CFR 15.20. SUBRECIPIENT further agrees to

i. Comply with all the requirements of Section 114 of the Clean Air Act, as amended (42 USC 1857c-8) and Section 308 of the Federal Water Pollution Control Act, as amended (33 USC 1318) relating to inspection, monitoring, entry, reports and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder;

ii. Give prompt notice to the CITY's Director of Public Works of any notification received from the Director, Office of Federal Activities, EPA, indicating that a facility utilized, or to be utilized for the contract, is under consideration to be listed on the EPA List of Violating Facilities;

iii. Include, or cause to be included, the criteria and requirements set forth in this paragraph in every nonexempt subcontract; and,

iv. Take such action as the Government may direct as a means of enforcing such provisions.

H. The PROJECT to which the construction work covered by this contract pertains is being assisted by the United States of America. Therefore, pursuant to the provisions applicable to such Federal assistance, the following Federal Labor Standards Provisions are included in this contract as well as a copy of the applicable wage decision entitled *General Decision No. CA20030033,* dated August 5, 2005, consisting of 23 pages which is attached hereto as Exhibit "B" and by this reference incorporated herein and made a part hereof as though fully set forth herein.

FORM HUD-4010 PROVISIONS (07/2003, ref. Handbook 1344.1):

Applicability: *The Project or Program to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.*

A. 1. (i) Minimum Wages. *All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section l(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible, place where it can be easily seen by the workers.*

(ii) (a) *Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:*

(1) *The work to be performed by the classification requested is not performed by*

a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(b) *If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215-0140.)*

(c) *In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)*

(d) *The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii)(b) or (c) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.*

(iii) *Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.*

(iv) *If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, provided, that the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)*

2. Withholding. *HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the*

contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work, all or part of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

3. (i) Payrolls and basic records. *Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section l(b)(2)(B) of the Davis-bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5 (a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section l(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)*

(ii) (a) *The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i). This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U.S. Government Printing Office, Washington, DC 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149.)*

(b) *Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the*

contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) *That the payroll for the payroll period contains the information required to be maintained under 29 CFR 5.5 (a)(3)(i) and that such information is correct and complete;*

(2) *That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;*

(3) *That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.*

(c) *The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph A.3.(ii)(b).*

(d) *The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.*

(iii) *The contractor or subcontractor shall make the records required under subparagraph A.3.(i) available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.*

4. Apprentices and Trainees. (i) Apprentices. *Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft*

classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. *Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.*

(iii) Equal employment opportunity. *The utilization of apprentices, trainees and journeymen under 29 CFR Part 5 shall be in conformity with the equal employment opportunity requirements of*

Executive Order 11246, as amended, and 29 CFR Part 30.

5. Compliance with Copeland Act requirements. *The contractor shall comply with the requirements of 29 CFR Part 3 which are incorporated by reference in this contract*

6. Subcontracts. *The contractor or subcontractor will insert in any subcontracts the clauses contained in subparagraphs 1 through 11 of this paragraph A and such other clauses as HUD or its designee may by appropriate instructions require, and a copy of the applicable prevailing wage decision, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this paragraph.*

7. Contract termination; debarment. *A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.*

8. Compliance with Davis-Bacon and Related Act Requirements. *All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract*

9. Disputes concerning labor standards. *Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.*

10. (i) Certification of Eligibility. *By entering into this contract the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.*

(ii) *No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.*

(iii) *The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1 01 0, Title 18, U.S.C., "Federal Housing Administration transactions", provides in part: "Whoever, for the purpose of . . . influencing in any way the action of such Administration... makes, utters or publishes any statement knowing the same to be false... shall be fined not more than $5,000 or imprisoned not more than two years, or both."*

11. Complaints, Proceedings, or Testimony by Employees. *No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Contract are applicable shall be*

discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

B. Contract Work Hours and Safety Standards Act. *The provisions of this paragraph B are applicable only where the amount of the prime contract exceeds $100,000. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.*

(1) ***Overtime requirements.*** *No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.*

(2) ***Violation; liability for unpaid wages; liquidated damages.*** *In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in subparagraph (1) of this paragraph.*

(3) ***Withholding for unpaid wages and liquidated damages.*** *HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contract, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same prime contractor such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (2) of this paragraph.*

(4) ***Subcontracts.*** *The contractor or subcontractor shall insert in any*

subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (1) through (4) of this paragraph.

C. Health and Safety. *The provisions of this paragraph C are applicable only where the amount of the prime contract exceeds $100,000.*

(1) No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

(2) The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, 40 USC 3701 et seq.

(3) The Contractor shall include the provisions of this paragraph in every subcontract so that such provisions will be binding on each subcontractor. The Contractor shall take such action with respect to any subcontract as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

I. SUBRECIPIENT shall not induce, by any means, any person employed in construction, completion, or repair of public work, to give any part of the compensation to which he is otherwise entitled. CITY shall report all suspected or reported violations to the state Copeland "Anti-Kickback" Act (18 USC 874) as supplemented in Department of Labor Regulations (29 CFR , Part 3).

J. UNIFORM ADVMINISTRATIVE REQUIREMENTS. All parties will adhere to applicable Federal, State and local laws, ordinances, regulations, and directives as they pertain to the performance of this Agreement. This Agreement is subject to and incorporates the terms of the Act; 24 Code of Federal Regulations, Part 570, including without limitation, uniform administrative requirements described in 24 CFR Section 570.502, and program income requirements set forth I Section 570.504(c), Chapter V; 24 CFR Part 85; U.S. OMB Circular A-102 and A-110, as applicable, as they relate to the acceptance and use of Federal funds under this part and Auditor-Controller Contract Accounting and Administrations Handbook.

K. ASSURANCES. SUBRECIPIENT assures and certifies that it has complied with the Act, applicable regulations, policies, guidelines and requirements, and that it will comply with all applicable Federal, State and City laws and regulations as they relate to acceptance and use of Federal funds for this Federally assisted program. Furthermore, SUBRECIPIENT gives assurances and certifies that it will comply with the provisions of 41 Code of Federal Regulations 60-1.4, 24 Code of Federal Regulations 570.502 and 24

Code of Federal Regulations 135.20 each of which are incorporated herein by this reference. SUBRECIPIENT further assures and certifies that it will comply with any future amendments or changes to said required assurances and that during the term of this Agreement will maintain current copies of said assurances at the address specified below in Section 34.

L. AUDITS. SUBRECIPIENT agrees to maintain records as set forth in OMB Circulates A-133, as applicable. The SUBRECIPIENT's program may be audited in accordance with the City's policy and funding source guidelines. Audits may also be conducted by Federal or State funding source guidelines. The City or its authorized representatives must have access at all times for the purpose of audit or inspection to any and all books, documents, papers, records, property, and premises of SUBRECIPIENT. SUBRECIPIENT's staff will cooperate fully with authorized auditors when they conduct audits and examinations of program. If indications of misappropriation or misapplication of the funds of this Agreement cause the City to require a special audit, the cost of the audit will be encumbered and be paid for by SUBRECIPIENT. SUBRECIPIENT must also provide City a copy of its annual financial report or balance statement at the end of its fiscal year.

M. PROJECT EVALUATION AND REVIEW. The SUBRECIPIENT must make available for inspection its performance, financial and all other records pertaining to performance of this Agreement to authorized U.S. Department of Housing and Urban Development personnel, and allow the City to inspect, evaluate and monitor its facilities and have access to program operation and activities including the interviewing of SUBRECIPIENT and program participants as required by the City. Facilities include all files, records, and other documents related to the performance of this Agreement. Activities include attendance at staff, board of directors, advisory committee, and advisory board meetings, and observation of ongoing program functions. SUBRECIPIENT will ensure the cooperation of its staff and board members in such efforts. City Project Coordinator or his/her designee will conduct periodic program progress reviews. These reviews will focus on the extent to which the planned program has been implemented and measurable goals achieved, effectiveness of program management, and impact of the program. SUBRECIPIENT agrees to submit all data that are necessary to complete the Annual Grantee Performance Report evaluation (CAPER) and monitor program accountability and progress in accordance with applicable Housing and Urban Development (HUD) requirements.

N. CONFLICT OF INTEREST. SUBRECIPIENT, its agents and employees must comply with all applicable Federal provisions, City, County and State laws prohibiting conflict of interest activities in accordance with 24 CFR 85.36(b)(3) of Community Development Block Grant regulations. SUBRECIPIENT must make available to its agents and employees copies of these laws governing conflict of interest.

O. REVERSION OF ASSETS. Upon expiration of this Agreement, SUBRECIPIENT must transfer to the CITY AND COUNTY, on a pro rata basis, any CDBG funds on hand at

the time of expiration and any account receivable attributable to the use of CDBG funds.

P. SUSPENSION AND TERMINATION. This Agreement may be terminated at any time by either party upon giving thirty (30) days written notice. City may immediately terminate this Agreement by verbally (followed by written confirmation) or in writing with or without cause. In such event, SUBRECIPIENT will be compensated for all services rendered and all necessarily incurred costs performed in good faith in accordance with the terms of this Agreement that have not been previously reimbursed, to the date of said termination to the extent CDBG funds are available. In accordance with 24 CFR 85.43, suspension or termination may occur if the SUBRECIPIENT materially fails to comply with any term of the award and the award may be terminated for convenience in accordance with 24 CFR 85.44.

Q. Pursuant to Senate Bill 542, chaptered in 1999, the Employment Development Department (EDD) of the State of California requires that a W-9 Form be filed by all vendors for all Agreements entered into with the City that meet or exceed $600 in value. Contractor agrees to complete all required forms necessary to comply with EDD regulations.

R. RECORDS AND REPORTS. SUBRECIPIENT must establish and maintain on a current basis an adequate accounting system in accordance with generally accepted accounting principles and standards, and 24 CFR Part 85. SUBRECIPIENT must retain and provide the City's representatives access to any books, documents, papers and records of the SUBRECIPIENT for audit or examination at any time for the duration of this Agreement and during a period of three (3) years after final payments are issued and all other pending matters are closed in accordance with 24 CFR 85.42(b).

SECTION 7. TAXPAYER IDENTIFICATION NUMBER.

SUBRECIPIENT will provide City with a Taxpayer Identification Number.

SECTION 8. INDEMNIFICATION

SUBRECIPIENT hereby agrees to, and shall, hold CITY and COUNTY, and their respective elected and appointed boards, officers, agents and employees, (collectively "Indemnitees") harmless from any liability for damage or claims for damage for personal injury, including death, as well as from claims for property damage which may arise from the Project, or from SUBRECIPIENT's or any of its subcontractors' operations under this Agreement, whether such operations are by SUBRECIPIENT or by any subcontractor, or subcontractors, or by any one or more persons directly or indirectly employed by, or acting as agent for, SUBRECIPIENT or any subcontractor or subcontractors. SUBRECIPIENT agrees to, and shall, defend Indemnitees from any suits or actions at law or in equity for damages caused, or alleged to have been caused, by reason of any of the aforesaid operations; provided

A. Neither CITY nor COUNTY, waives any rights against SUBRECIPIENT

which they may have by reason of the aforesaid hold-harmless agreement because of the deposit with CITY and COUNTY by SUBRECIPIENT, of any of the insurance policies hereinafter described in this Agreement.

B. That the aforesaid hold-harmless agreement by SUBRECIPIENT shall apply to all damages and claims for damages of every kind suffered, or alleged to have been suffered, by reason of any of the aforesaid operations of SUBRECIPIENT, or any subcontractor, regardless of whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages.

SECTION 9. INSURANCE

SUBRECIPIENT shall not commence work under this contract until SUBRECIPIENT shall have obtained all insurance required herein and such insurance shall have been approved by CITY and COUNTY as to form, amount and carrier, nor shall SUBRECIPIENT allow any subcontractor to commence work on any subcontract until all similar insurance required of the subcontractor shall have been so obtained and approved.

A. COMPENSATION INSURANCE - SUBRECIPIENT shall take out and maintain, during the life of this contract, Worker's Compensation Insurance for all of SUBRECIPIENT's employees employed at the site of improvement; and, if any work is sublet, SUBRECIPIENT shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees, unless such employees are covered by the protection afforded by SUBRECIPIENT. If any class of employees engaged in work under this contract at the site of the PROJECT is not protected under any Worker's Compensation law, SUBRECIPIENT shall provide and shall cause each subcontractor to provide adequate insurance for the protection of employees not otherwise protected. SUBRECIPIENT shall indemnify CITY and COUNTY for any damage resulting from failure of either SUBRECIPIENT or any subcontractor to take out or maintain such insurance.

B. COMPREHENSIVE GENERAL LIABILITY, PRODUCTS/ COMPLETED OPERATIONS HAZARD, COMPREHENSIVE AUTOMOBILE LIABILITY AND CONTRACTUAL GENERAL LIABILITY INSURANCE. SUBRECIPIENT shall take out and maintain during the life of this contract such comprehensive general liability, products/completed operations hazard, comprehensive automobile liability and contractual general liability insurance as shall protect CITY, its elective and appointive boards, officers, agents and employees, SUBRECIPIENT, and any subcontractor performing work covered by this contract, from claims for damage for personal injury, including death, as well as from claims for property damage which may arise from SUBRECIPIENT's or any subcontractor's operations under this contract, whether such operations be by SUBRECIPIENT or by any

subcontractor, or by anyone directly or indirectly employed by either SUBRECIPIENT or any subcontractor, and the amounts of such insurance shall be as follows:

a. Public Liability Insurance in an amount of not less than ONE MILLION DOLLARS ($1,000,000);

b. Products/Completed Operations Hazard Insurance in an amount of not less than ONE MILLION DOLLARS ($1,000,000);

c. Comprehensive Automobile Liability Insurance in an amount of not less than ONE MILLION DOLLARS ($1,000,000);

d. Contractual General Liability Insurance in an amount of not less than ONE MILLION DOLLARS ($1,000,000).

A combined single limit policy with aggregate limits in an amount of not less than TWO MILLION DOLLARS ($2,000,000) or a commercial general liability policy with a TWO MILLION DOLLARS ($2,000,000) OCCURRENCE LIMIT AND A $4,000,000 AGGREGATE shall be considered equivalent to the said required minimum limits set forth hereinabove.

C. PROOF OF INSURANCE - The CITY and COUNTY shall be named as "additional insureds" on all policies required hereunder, and SUBRECIPIENT shall furnish the City Clerk, concurrently with the execution hereof, with satisfactory proof of carriage of the insurance required, and adequate legal assurance that each carrier will give CITY and COUNTY at least thirty (30) days' prior notice of the cancellation of any policy during the effective period of the contract.

SECTION 10. COMPLETION BONDS

SUBRECIPIENT, before commencing said PROJECT, shall furnish and file with CITY a bond, or bonds, in a form satisfactory to the CITY, in the sum of one hundred percent (100%) of the contract price thereof conditioned upon the faithful performance of this contract and upon the payment of all labor and materials furnished in connection with this Agreement.

SECTION 11. NOTICE OF BREACH AND OPPORTUNITY TO CURE.

Neither party will be deemed to be in breach of this Agreement based on a breach that is capable of being cured until it has received written notice of the breach from the other party. The party charged with breach will have fifteen (15) days from the date of receiving such notice in which to cure the breach or otherwise respond. If the circumstances leading to the charge that the Agreement was breached have not been cured or explained to the satisfaction of the other party within fifteen (15) days from the date on which the party received notice of breach, the non-breaching party may

terminate this Agreement.

SECTION 12. INDEPENDENT CONTRACTOR.

CITY, COUNTY, and SUBRECIPIENT agree that SUBRECIPIENT will act as an independent contractor and will have control of all work and the manner in which it is performed. SUBRECIPIENT is not an agent or employee of CITY or COUNTY and is not entitled to participate in any pension plan, insurance, bonus or similar benefits CITY or COUNTY provides for its employees. Any provision in this Agreement that may appear to give CITY the right to direct SUBRECIPIENT as to the details of doing work or to exercise a measure of control over the work means the SUBRECIPIENT will follow the direction of the CITY as to end results of the work only.

SECTION 13. GENERAL PROVISIONS

A. If any dispute shall arise concerning this Agreement, the prevailing party shall be entitled to attorney fees.

B. This contract shall not be assignable, either in whole or in part, by the SUBRECIPIENT without first obtaining the written consent of the CITY and COUNTY thereto.

C. The provisions of this Agreement are cumulative and in addition to and not in limitation of any rights or remedies available to CITY or COUNTY.

D. This contract shall be interpreted and construed according to the laws of the State of California.

E. This contract may be executed in counterparts.

F. SUBRECIPIENT may not hire nor permit the hiring of any person to fill a position funded through this Agreement if a member of that person's immediate family is employed in an administrative capacity by SUBRECIPIENT. For the purposes of this section, the term "immediate family" means spouse, child, mother, father, brother, sister, brother-in-law, sister-in-law, father-in-law, mother-in-law, son-in-law, daughter-in-law, aunt, uncle, niece, nephew, step-parent, and step-child. The term "Administrative capacity" means having selection, hiring, supervisory or management responsibilities, including serving on the governing body of SUBRECIPIENT.

SECTION 14. RELIGIOUS AND POLITICAL ACTIVITIES.

SUBRECIPIENT agrees that funds under this Agreement will be used exclusively for performance of the work required under this Agreement, and that no funds made available under this Agreement may be used to promote religious or political activities in connection with the performance of this Agreement.

SECTION 15. NOTICES.

All notices must be served in writing. Notices to SUBRECIPIENT will be sent to the following address: Santa Clarita Valley Committee on Aging, 22900 Market Street, Santa Clarita, CA 91321, Attention: (Organization Contact Person Name and Title). A copy of all such notices will be sent to Santa Clarita Valley Committee on Aging, 22900 Market Street, CA 91321, Attention: Jeff Pollard, President, Board of Directors, 27426 Waynesborough Lane, Santa Clarita, CA 91354. Notices, reports and statements to the CITY shall be delivered or sent to City of Santa Clarita, CDBG Program, 23920 Valencia Boulevard, Suite 300, Santa Clarita, California 91355, Attention: Amelia Rietzel, Management Analyst. Notices, reports and statements to the COUNTY shall be delivered or sent to Los Angeles County Department of Parks and Recreation, 24151 North San Fernando Road, Santa Clarita, CA 91321, Attention: David Jallo, Regional Parks Superintendent I. Any such written communications by mail will be conclusively deemed to have been received by the addressee upon deposit thereof in the United States Mail, postage prepaid and property addressed as noted above. In all other instances, notices will be deemed given at the time of actual delivery. Changes may be made in the names or addresses of persons to whom notices are to be given by giving notice in the manner prescribed in this paragraph.

IN WITNESS WHEREOF, the parties hereto have caused this contract to be executed on the date first above written by their respective officers duly authorized in that behalf.

CITY OF SANTA CLARITA

for Kenneth R. Pulskamp, City Manager

COUNTY OF LOS ANGELES
Department of Parks and Recreation

Russ Guiney, Director

ATTEST:

Sharon Dawson, City Clerk 2/13/06

APPROVED AS TO FORM:
Raymond G. Fortner, Jr., County Counsel

By _____
~~Principal~~ Senior Deputy

SANTA CLARITA VALLEY
COMMITTEE ON AGING

Brad Berens, Executive Director

APPROVED AS TO FORM:
Carl K. Newton, City Attorney

By _____
City Attorney

Date 2/6/06

RNR+YEH architects, LLP
901 South Fremont Ave. Unit 248
Alhambra, California 91803

Pierce K. Reibsamen, FAIA

EXHIBIT A

Santa Clarita Valley Senior Center

Program Description for an Addition to the Main Building

The proposed project will be sited east of the Main Building at the Senior Center, adjacent to the existing Multi-Purpose Room. Minor excavation into the toe of the up-slope on the east side of the addition will necessitate the construction of a low (approximately three feet high) retaining wall along that side of the addition. This earth retention construction will be incorporated into the building structure.

The addition will include three (3) Activity Rooms, each having an enclosed area of approximately 350 square feet.

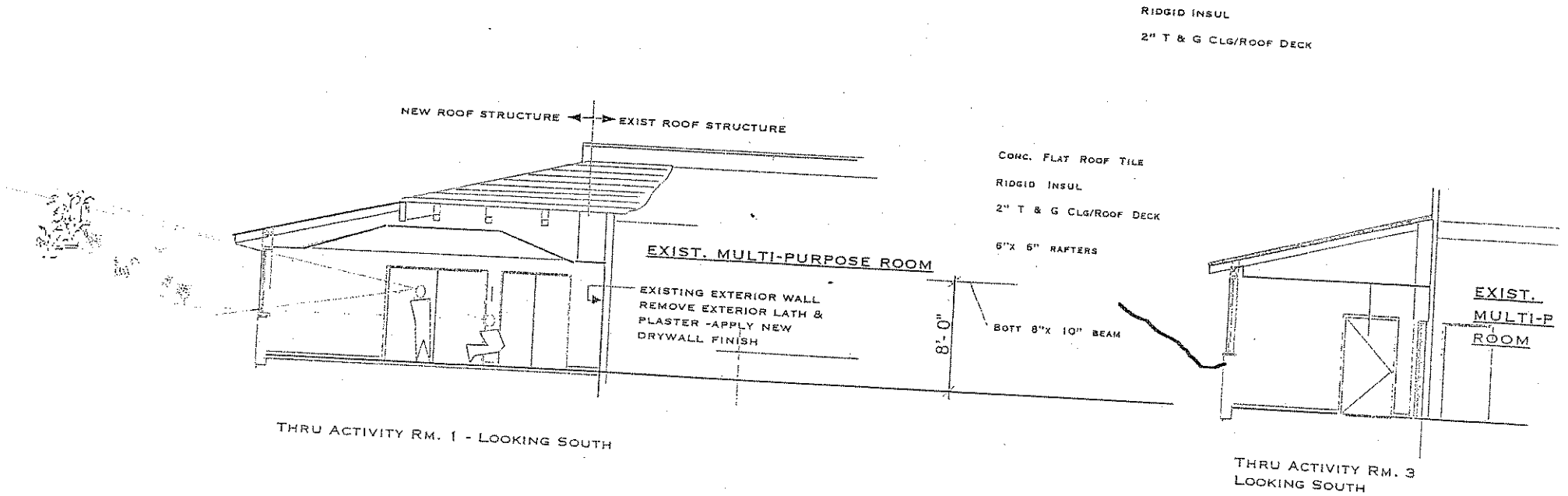
Access to and egress from, the proposed rooms will be provided both from the exterior and from the interior of the existing Multi-Purpose Room.

The three new rooms shall be arranged to function individually as well as together for a single event, and in conjunction with the existing Multi-purpose Room. One proposed room shall be arranged to also function as a small conference room with appropriate presentation facilities.

All rooms will be provided with heating, ventilation and air conditioning either though modification and extension of existing systems or by the installation of a new system to serve the addition.

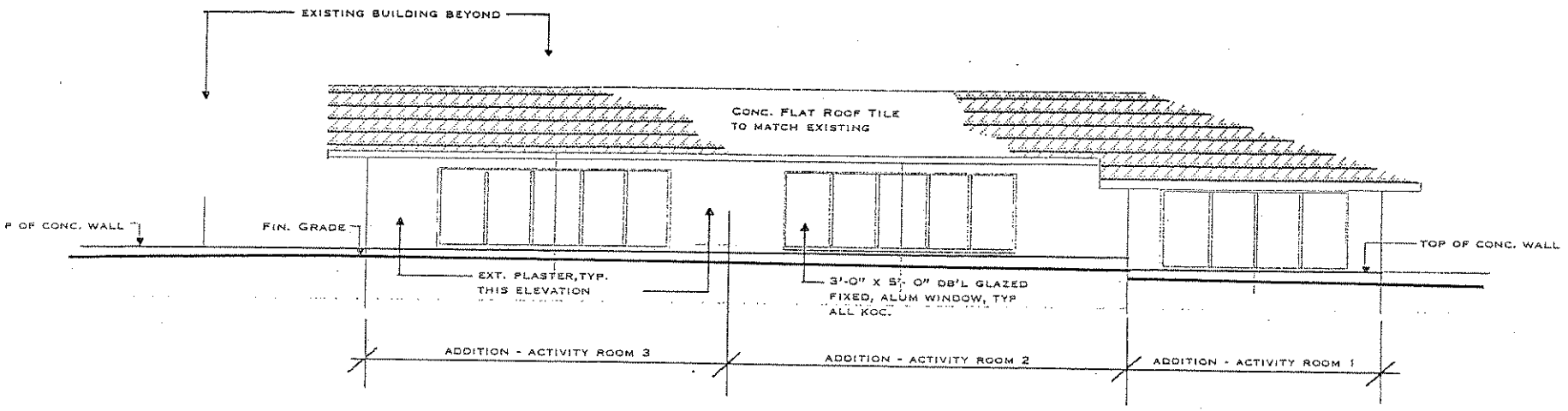
Design of the addition shall be visually compatible with the existing building, Height of the addition roof shall match the existing adjacent building and roof overhangs and fascia will align. The addition will utilize similar construction materials and methods throughout, so as to present a unified appearance as well as integrated function, upon completion.

Tel: 626 281 8842 • FAX: 626 281 8852 • E-Mail: RNRYEH@aol.com



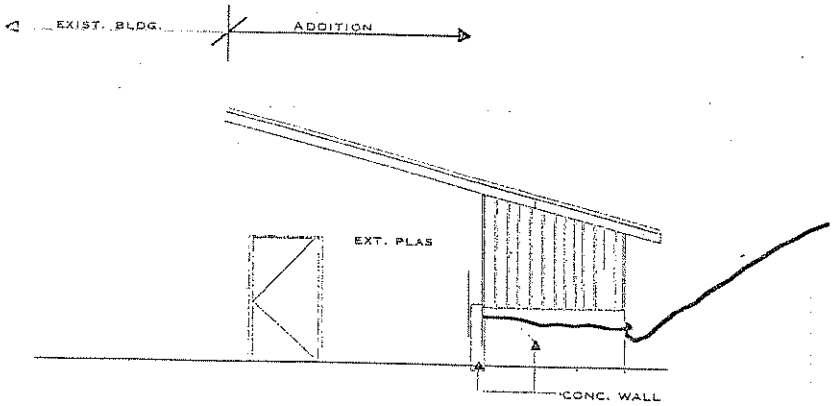
THRU ACTIVITY RM. 1 - LOOKING SOUTH

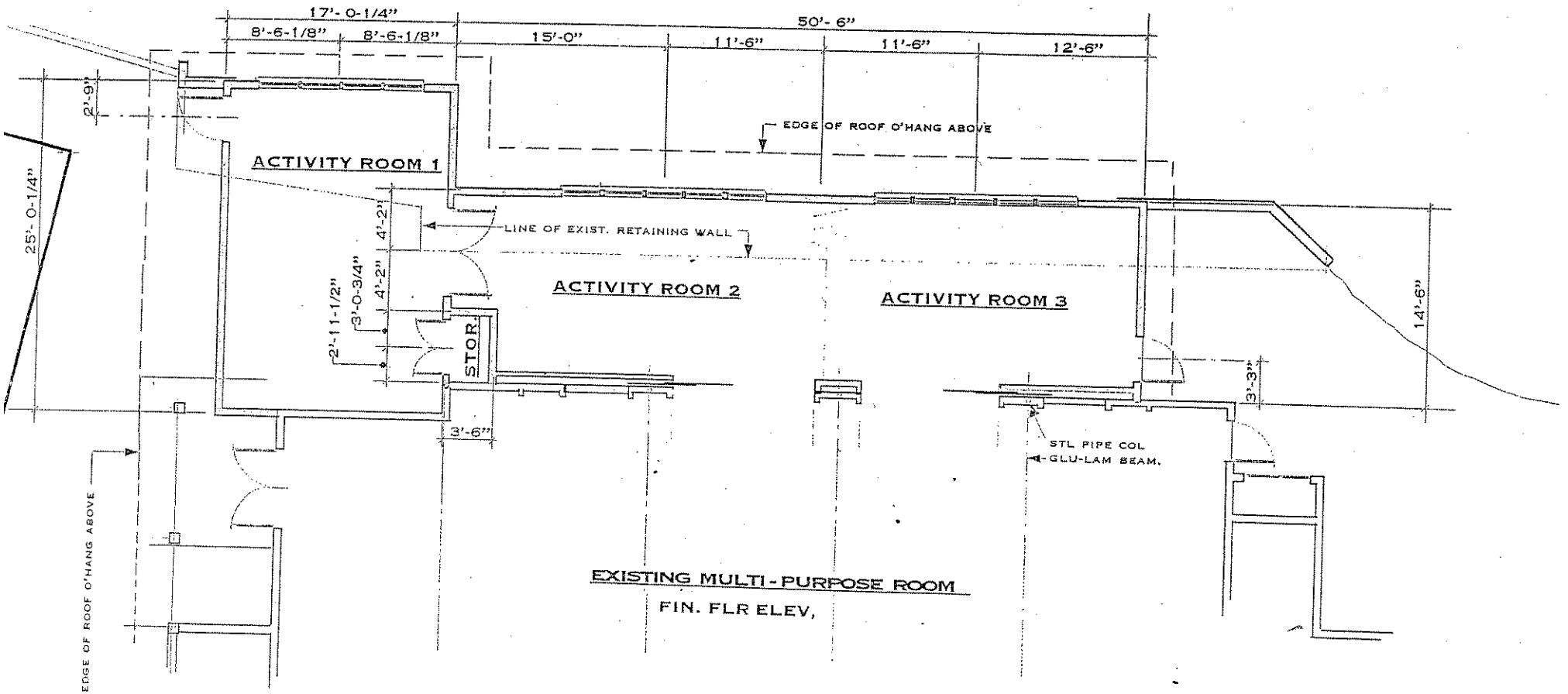
THRU ACTIVITY RM. 3
LOOKING SOUTH



EAST ELEVATION

SCALE: 1/8" = 1'- 0"

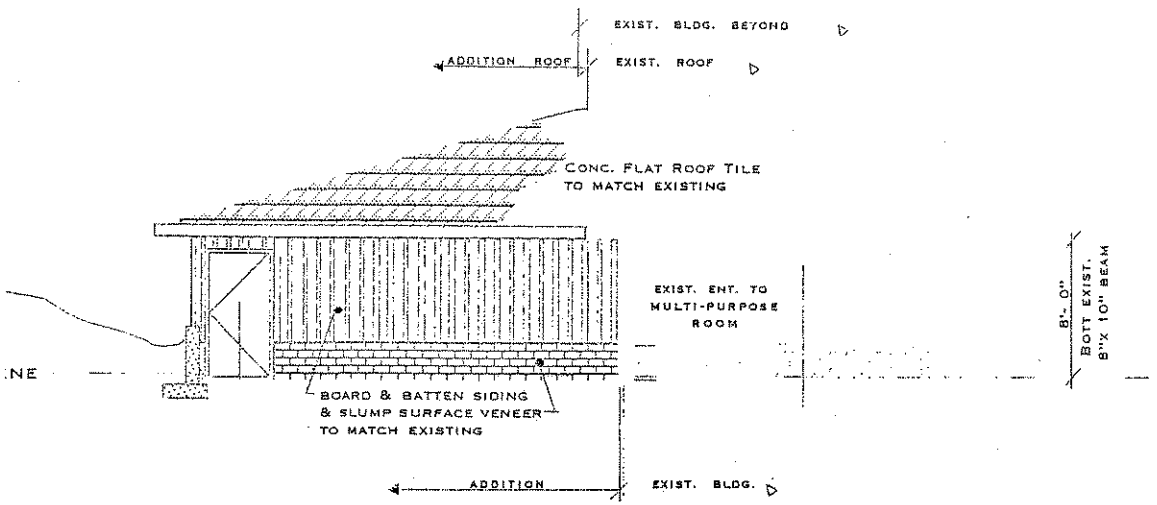




FLOOR PLAN

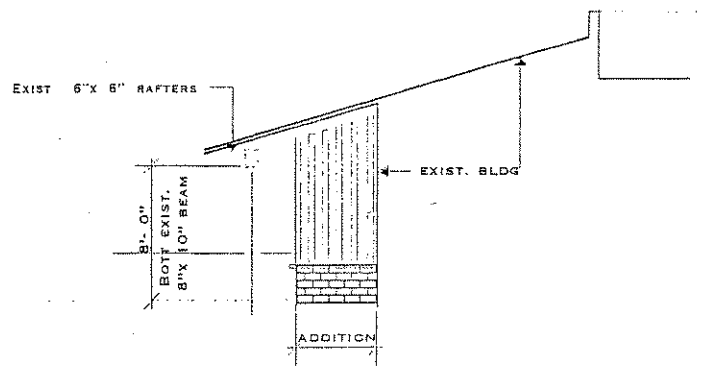
SCALE: 1/8" = 1' - 0"

NORTH



NORTH ELEVATION

SCALE: 1/8" = 1' - 0"



WEST ELEVATION

SCALE: 1/8" = 1' - 0"

EXHIBIT B

GENERAL DECISION: CA20030033 11/18/2005 CA33

Date: November 18, 2005
General Decision Number: CA20030033 11/18/2005

Superseded General Decision Number: CA020033

State: California

Construction Types: Building, Heavy (Heavy, and Dredging) and Highway

County: Los Angeles County in California.

BUILDING CONSTRUCTION PROJECTS; DREDGING PROJECTS (does not include hopper dredge work); HEAVY CONSTRUCTION PROJECTS (does not include water well drilling); HIGHWAY CONSTRUCTION PROJECTS

Modification Number	Publication Date
0	06/13/2003
1	01/30/2004
2	02/13/2004
3	03/05/2004
4	03/12/2004
5	03/26/2004
6	05/07/2004
7	07/16/2004
8	08/27/2004
9	10/08/2004
10	10/15/2004
11	12/17/2004
12	01/14/2005
13	01/28/2005
14	02/11/2005
15	04/08/2005
16	04/22/2005
17	06/17/2005
18	07/22/2005
19	08/05/2005
20	08/19/2005
21	09/09/2005
22	11/18/2005

ASBE0005-002 08/01/2004

	Rates	Fringes
Asbestos Workers/Insulator (Includes the application of all insulating materials, protective coverings, coatings, and finishes to all types of mechanical systems)	$ 34.06	9.84

---

* ASBE0005-004 08/01/2005

	Rates	Fringes
Asbestos Removal		

worker/hazardous material handler (Includes preparation, wetting, stripping, removal, scrapping, vacuuming, bagging and disposing of all insulation materials from mechanical systems, whether they contain asbestos or not)..$ 19.20 6.38

BOIL0092-003 01/01/2005

	Rates	Fringes
Boilermaker	$ 32.09	17.86

BRCA0004-007 05/01/2005

	Rates	Fringes
Bricklayer; Marble Setter	$ 31.55	9.35

BRCA0018-007 09/01/2004

	Rates	Fringes
Marble Finisher	$ 20.70	5.81
Tile Finisher	$ 17.25	5.16
Tile Layer	$ 27.50	9.37

BRCA0018-010 09/01/2004

	Rates	Fringes
Terrazzo Finisher	$ 21.89	7.76
Terrazzo Worker	$ 29.13	7.76

CARP0409-001 07/01/2005

	Rates	Fringes
Carpenters:		
(1) Carpenter, Cabinet Installer, Insulation Installer, Hardwood Floor Worker and acoustical installer	$ 31.71	8.47
(2) Millwright	$ 32.21	8.47
(3) Piledriver/Derrick Bargeman, Bridge or Dock Carpenter, Heavy Framer, Rock Bargeman or Scowman, Rockslinger, Shingler (Commercial)	$ 31.84	8.47
(4) Pneumatic Nailer, Power Stapler	$ 31.96	8.47
(5) Sawfiler	$ 31.79	8.47
(6) Scaffold Builder	$ 25.01	8.47
(7) Table Power Saw Operator	$ 31.81	8.47

FOOTNOTE: Work of forming in the construction of open cut sewers or storm drains, on operations in which horizontal lagging is used in conjunction with steel H-Beams driven or placed in pre- drilled holes, for that portion of a lagged trench against which concrete is poured, namely, as a substitute for back forms (which work is performed by piledrivers): $0.13 per hour additional. Certified Welder - $1.00 per hour premium.

CARP0409-002 07/01/2005

	Rates	Fringes
Diver		
(1) Wet	$ 557.44	8.47
(2) Standby	$ 278.72	8.47
(3) Tender	$ 270.72	8.47

Amounts in "Rates' column are per day

CARP0409-005 07/01/2005

	Rates	Fringes
Drywall		
INSTALLERS	$ 31.71	8.47
STOCKER/SCRAPPER	$ 10.00	5.96

CARP0409-008 07/01/2003

	Rates	Fringes
Modular Furniture Installer		
(1) Mobile Filing System Installer	$ 13.76	5.80
(2) Modular Furniture Installer	$ 14.36	5.80
(3) Full Wall Technician	$ 20.47	5.80
Full Wall Technician	$ 20.47	5.80
Mobile Filing System Installer	$ 13.76	5.80
Modular Furniture Installer	$ 14.36	5.80

---

* ELEC0011-001 01/31/2005

	Rates	Fringes
Electrician		
INSIDE ELECTRICAL WORK:		
Cable splicer; Instrumentation Person; and Fiber Optic Cable Splicer	$ 32.55	3%+13.95
Electrician	$ 31.95	3%+13.95
TRANSPORTATION SYSTEMS		
Cable Splicer	$ 32.20	3%+14.55
Intelligent Transportation Systems; CCTV Highway Systems;	$ 31.60	3%+14.30

Technician.....$ 23.70 3%+14.30

TUNNEL WORK:

Cable splicer; Fiber Optic Cable Splicer; Instrumentation Person.....$ 35.75 3%+13.95

Electrician.....$ 35.15 3%+13.95

SCOPE OF WORK - TRANSPORTATION SYSTEMS

ELECTRICIAN:
Installation of street lights and traffic signals, including electrical circuitry, programmable controllers, pedestal-mounted electrical meter enclosures and laying of pre-assembled multi-conductor cable in ducts, layout of electrical systems and communication installation, including proper position
of trench depths and radius at duct banks, location for man holes, pull boxes, street lights and traffic signals. Installation of underground ducts for electrical,telephone, cable
television and communication systems. Pulling,termination and splicing of traffic signal and street lightingconductors and electrical systems including interconnect,detector loop, fiber optic cable and video/cable.

TECHNICIAN:
Distribution of material at job site, manual excavation and backfill, installation of system conduits and raceways for electrical, telephone, cable television and communication systems. Pulling, terminating and splicing of traffic signal and
street lighting conductors and electrical systems including interconnect, detector loop, fiber optic cable and video/data.

ELEC0011-005 12/01/2004

COMMUNICATIONS & SYSTEMS WORK (excludes any work on Intelligent Transportation Systems or CCTV highway systems):

	Rates	Fringes
Communications System		
Installer	$ 23.08	3%+7.15
Technician	$ 24.88	3%+7.15

SCOPE OF WORK The work covered shall include the installation, testing, service and maintenance, of the following systems that utilize the transmission and/or transference of voice, sound, vision and digital for commercial, education, security and entertainment purposes for TV monitoring and surveillance, background foreground music, intercom and telephone interconnect, inventory control systems, microwave transmission, multi-media, multiplex, nurse call system, radio page, school intercom and sound, burglar alarms and low voltage master clock systems.

A. Communication systems that transmit or receive information and/or control systems that are intrinsic to the above

listed systems SCADA (Supervisory control/data acquisition PCM (Pulse code modulation) Inventory control systems Digital data systems Broadband & baneband and carriers Point of sale systems VSAT data systems Data communication systems RF and remote control systems Fiber optic data systems

B. Sound and Voice Transmission/Transference Systems Background-Foreground Music Intercom and Telephone Interconnect Systems Sound and Musical Entertainment Systems Nurse Call Systems Radio Page Systems School Intercom and Sound Systems Burglar Alarm Systems Low-Voltage Master Clock Systems Multi-Media/Multiplex Systems Telephone Systems RF Systems and Antennas and Wave Guide

C. *Fire Alarm Systems-installation, wire pulling and testing.

D. Television and Video Systems Television Monitoring and Surveillance Systems Video Security Systems Video Entertainment Systems Video Educational Systems CATV and CCTV

E. Security Systems
Perimeter Security Systems
Vibration Sensor Systems
Sonar/Infrared Monitoring Equipment
Access Control Systems
Card Access Systems

*Fire Alarm Systems
1. Fire Alarms-In Raceways
a. Wire and cable pulling, in raceways, performed at the current electrician wage rate and fringe benefits.
b. Installation and termination of devices, panels, startup, testing and programmming performed by the technician.
2. Fire Alarms-Open Wire Systems
a. Open wire systems installed by the technician.

ELEC1245-001 06/01/2005

	Rates	Fringes
Line Construction		
(1) Lineman; Cable splicer..	$ 36.51	3.75%+10.03
(2) Equipment specialist (operates crawler tractors, commercial motor vehicles, backhoes, trenchers, cranes (50 tons and below), and overhead and underground distribution line equipment).....	$ 31.03	3.75%+9.25
(3) Groundman.....	$ 23.73	3.75%+9.25
(4) Powderman.....	$ 34.69	3.75%+9.29

ELEV0018-001 01/01/2005

	Rates	Fringes
Elevator Mechanic	$ 38.215	12.015

FOOTNOTE:
Vacation Pay: 8% with 5 or more years of service, 6% for 6 months to 5 years service. Paid Holidays: New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Friday after, and Christmas Day.

---

* ENGI0012-003 07/01/2005

	Rates	Fringes
Power Equipment Operators (Cranes, Piledriving & Hoisting)		
GROUP 1	$ 31.45	14.95
GROUP 2	$ 32.23	14.95
GROUP 3	$ 32.52	14.95
GROUP 4	$ 32.66	14.95
GROUP 5	$ 32.88	14.95
GROUP 6	$ 32.99	14.95
GROUP 7	$ 33.11	14.95
GROUP 8	$ 33.28	14.95
GROUP 9	$ 33.45	14.95
GROUP 10	$ 34.45	14.95
GROUP 11	$ 35.45	14.95
GROUP 12	$ 36.45	14.95
GROUP 13	$ 37.45	14.95
Power Equipment Operators (Tunnel Work)		
GROUP 1	$ 32.73	14.95
GROUP 2	$ 33.02	14.95
GROUP 3	$ 33.16	14.95
GROUP 4	$ 33.38	14.95
GROUP 5	$ 33.49	14.95
GROUP 6	$ 33.61	14.95
GROUP 7	$ 33.91	14.95
Power Equipment Operators		
GROUP 1	$ 30.10	14.95
GROUP 2	$ 30.88	14.95
GROUP 3	$ 31.17	14.95
GROUP 4	$ 32.16	14.95
GROUP 5	$ 33.76	14.95
GROUP 6	$ 32.88	14.95
GROUP 7	$ 33.98	14.95
GROUP 8	$ 32.99	14.95
GROUP 9	$ 34.09	14.95
GROUP 10	$ 33.11	14.95
GROUP 11	$ 34.21	14.95
GROUP 12	$ 33.28	14.95
GROUP 13	$ 33.38	14.95
GROUP 14	$ 33.41	14.95
GROUP 15	$ 33.49	14.95
GROUP 16	$ 33.61	14.95
GROUP 17	$ 33.78	14.95
GROUP 18	$ 33.88	14.95
GROUP 19	$ 33.99	14.95

GROUP 20	$ 34.11	14.95
GROUP 21	$ 34.28	14.95
GROUP 22	$ 34.38	14.95
GROUP 23	$ 34.49	14.95
GROUP 24	$ 34.61	14.95
GROUP 25	$ 34.78	14.95

FOOTNOTES:

PREMIUM PAY of $3.75 per hour shall be paid on all power equipment operator work at Camp Pendleton, Point Arguello, and Vandenburg AFB.

Workers required to suit up and work in a hazardous material environment: $2.00 per hour additional. Combination mixer and compressor operator on gunite work shall be classified as a concrete mobile mixer operator.

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Bargeman; Brakeman; Compressor operator; Ditch Witch, with seat or similar type equipment; Elevator operator-inside; Engineer Oiler; Forklift operator (includes loed, lull or similar types under 5 tons; Generator operator; Generator, pump or compressor plant operator; Pump operator; Signalman; Switchman

GROUP 2: Asphalt-rubber plant operator (nurse tank operator); Concrete mixer operator-skip type; Conveyor operator; Fireman; Forklift operator (includes loed, lull or similar types over 5 tons; Hydrostatic pump operator; oiler crusher (asphalt or concrete plant); Petromat laydown machine; PJU side dum jack; Screening and conveyor machine oeprator (or similar types); Skiploader (wheel type up to 3/4 yd. without attachment); Tar pot fireman; Temporary heating plant operator; Trenching machine oiler

GROUP 3: Asphalt-rubber blend operator; Bobcat or similar type (side steer); Equipment greaser (rack); Ford Ferguson (with dragtype attachments); Helicopter radioman (ground); Stationary pipe wrapping and cleaning machine operator

GROUP 4: Asphalt plant fireman; Backhoe operator (mini-max or similar type); Boring machine operator; Boxman or mixerman (asphalt or concrete); Chip spreading machine operator; Concrete cleaning decontamination machine operator; Concrete Pump Operator (small portable); Drilling machine operator, small auger types (Texoma super economatic or similar types - Hughes 100 or 200 or similar types - drilling depth of 30' maximum); Equipment greaser (grease truck); Guard rail post driver operator; Highline cableway signalman; Horizontal Directional Drilling Machine; Hydra-hammer-aero stomper; Micro Tunneling (above ground tunnel); Power concrete curing machine operator; Power concrete saw operator; Power-driven jumbo form setter operator; Power sweeper operator; Rock Wheel Saw/Trencher; Roller operator (compacting); Screed operator (asphalt or concrete); Trenching machine operator (up to 6 ft.); Vacuum or much truck

GROUP 5: Equipment Greaser (Grease Truck/Multi Shift).

GROUP 6: Articulating material hauler; Asphalt plant engineer; Batch plant operator; Bit sharpener; Concrete joint machine operator (canal and similar type); Concrete planer operator; Dandy digger; Deck engine operator; Derrickman (oilfield type); Drilling machine operator, bucket or auger types (Calweld 100 bucket or similar types - Watson 1000 auger or similar types - Texoma 330, 500 or 600 auger or similar types - drilling depth of 45' maximum); Drilling machine operator; Hydrographic seeder machine operator (straw, pulp or seed), Jackson track maintainer, or similar type; Kalamazoo Switch tamper, or similar type; Machine tool operator; Maginnis internal full slab vibrator, Mechanical berm, curb or gutter(concrete or asphalt); Mechanical finisher operator (concrete, Clary-Johnson-Bidwell or similar); Micro tunnel system (below ground); Pavement breaker operator (truck mounted); Road oil mixing machine operator; Roller operator (asphalt or finish), rubber-tired earth moving equipment (single engine, up to and including 25 yds. struck); Self-propelled tar pipelining machine operator; Skiploader operator (crawler and wheel type, over 3/4 yd. and up to and including 1-1/2 yds.); Slip form pump operator (power driven hydraulic lifting device for concrete forms); Tractor operator-bulldozer, tamper-scraper (single engine, up to 100 h.p. flywheel and similar types, up to and including D-5 and similar types); Tugger hoist operator (1 drum); Ultra high pressure waterjet cutting tool system operator; Vacuum blasting machine operator

GROUP 7: Welder - General

GROUP 8: Asphalt or concrete spreading operator (tamping or finishing); Asphalt paving machine operator (Barber Greene or similar type); Asphalt-rubber distribution operator; Backhoe operator (up to and including 3/4 yd.), small ford, Case or similar; Cast-in-place pipe laying machine operator; Combination mixer and compressor operator (gunite work); Compactor operator (self-propelled); Concrete mixer operator (paving); Crushing plant operator; Drill Doctor; Drilling machine operator, Bucket or auger types (Calweld 150 bucket or similar types - Watson 1500, 2000 2500 auger or similar types - Texoma 700, 800 auger or similar types - drilling depth of 60' maximum); Elevating grader operator; Grade checker; Gradall operator; Grouting machine operator; Heavy-duty repairman; Heavy equipment robotics operator; Kalamazoo balliste regulator or similar type; Kolman belt loader and similar type; Le Tourneau blob compactor or similar type; Loader operator (Athey, Euclid, Sierra and similar types); Mobark Chipper or similar; Ozzie padder or similar types; P.C. slot saw; Pneumatic concrete placing machine operator (Hackley-Presswell or similar type); Pumpcrete gun operator; Rock Drill or similar types; Rotary drill operator (excluding caisson type); Rubber-tired earth-moving equipment operator (single engine, caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. up to and including 50 cu. yds. struck); Rubber-tired earth-moving equipment operator (multiple engine up to and including 25 yds. struck); Rubber-tired scraper operator (self-loading paddle wheel type-John Deere, 1040 and similar single unit); Self-

propelled curb and gutter machine operator; Shuttle buggy; Skiploader operator (crawler and wheel type over 1-1/2 yds. up to and including 6-1/2 yds.); Soil remediation plant operator; Surface heaters and planer operator; Tractor compressor drill combination operator; Tractor operator (any type larger than D-5 - 100 flywheel h.p. and over, or similar-bulldozer, tamper, scraper and push tractor single engine); Tractor operator (boom attachments), Traveling pipe wrapping, cleaning and bendng machine operator; Trenching machine operator (over 6 ft. depth capacity, manufacturer's rating); trenching Machine with Road Miner attachment (over 6 ft depth capacity): Ultra high pressure waterjet cutting tool system mechanic; Water pull (compaction) operator

GROUP 9: Heavy Duty Repairman

GROUP 10: Drilling machine operator, Bucket or auger types (Calweld 200 B bucket or similar types-Watson 3000 or 5000 auger or similar types-Texoma 900 auger or similar types-drilling depth of 105' maximum); Dual drum mixer, dynamic compactor LDC350 (or similar types); Monorail locomotive operator (diesel, gas or electric); Motor patrol-blade operator (single engine); Multiple engine tractor operator (Euclid and similar type-except Quad 9 cat.); Rubber-tired earth-moving equipment operator (single engine, over 50 yds. struck); Pneumatic pipe ramming tool and similar types; Prestressed wrapping machine operator; Rubber-tired earth-moving equipment operator (single engine, over 50 yds. struck); Rubber tired earth moving equipment operator (multiple engine, Euclid, caterpillar and similar over 25 yds. and up to 50 yds. struck), Tower crane repairman; Tractor loader operator (crawler and wheel type over 6-1/2 yds.); Woods mixer operator (and similar Pugmill equipment)

GROUP 11: Heavy Duty Repairman - Welder Combination, Welder - Certified.

GROUP 12: Auto grader operator; Automatic slip form operator; Drilling machine operator, bucket or auger types (Calweld, auger 200 CA or similar types - Watson, auger 6000 or similar types - Hughes Super Duty, auger 200 or similar types - drilling depth of 175' maximum); Hoe ram or similar with compressor; Mass excavator operator less tha 750 cu. yards; Mechanical finishing machine operator; Mobile form traveler operator; Motor patrol operator (multi-engine); Pipe mobile machine operator; Rubber-tired earth- moving equipment operator (multiple engine, Euclid, Caterpillar and similar type, over 50 cu. yds. struck); Rubber-tired self- loading scraper operator (paddle-wheel-auger type self-loading - two (2) or more units)

GROUP 13: Rubber-tired earth-moving equipment operator operating equipment with push-pull system (single engine, up to and including 25 yds. struck)

GROUP 14: Canal liner operator; Canal trimmer operator; Remote- control earth-moving equipment operator (operating a second piece of equipment: $1.00 per hour additional);

Wheel excavator operator (over 750 cu. yds.)

GROUP 15: Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (single engine, Caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. and up to and including 50 yds. struck); Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (multiple engine-up to and including 25 yds. struck)

GROUP 16: Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (single engine, over 50 yds. struck); Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (multiple engine, Euclid, Caterpillar and similar, over 25 yds. and up to 50 yds. struck)

GROUP 17: Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (multiple engine, Euclid, Caterpillar and similar, over 50 cu. yds. struck); Tandem tractor operator (operating crawler type tractors in tandem - Quad 9 and similar type)

GROUP 18: Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - single engine, up to and including 25 yds. struck)

GROUP 19: Rotex concrete belt operator (or similar types); Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - single engine, Caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds.and up to and including 50 cu. yds. struck); Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - multiple engine, up to and including 25 yds. struck)

GROUP 20: Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - single engine, over 50 yds. struck); Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps, and similar types in any combination, excluding compaction units - multiple engine, Euclid, Caterpillar and similar, over 25 yds. and up to 50 yds. struck)

GROUP 21: Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - multiple engine, Euclid, Caterpillar and similar type, over 50 cu. yds. struck)

GROUP 22: Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (single engine, up to and including 25 yds. struck)

GROUP 23: Rubber-tired earth-moving equipment operator,

operating equipment with the tandem push-pull system (single engine, Caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. and up to and including 50 yds. struck); Rubber-tired earth-moving equipment operator, operating with the tandem push-pull system (multiple engine, up to and including 25 yds. struck)

GROUP 24: Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (single engine, over 50 yds. struck); Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (multiple engine, Euclid, Caterpillar and similar, over 25 yds. and up to 50 yds. struck)

GROUP 25: Concrete pump operator-truck mounted; Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (multiple engine, Euclid, Caterpillar and similar type, over 50 cu. yds. struck)

CRANES, PILEDRIVING AND HOISTING EQUIPMENT CLASSIFICATIONS

GROUP 1: Engineer oiler; Fork lift operator (includes loed, lull or similar types)

GROUP 2: Truck crane oiler

GROUP 3: A-frame or winch truck operator; Ross carrier operator (jobsite)

GROUP 4: Bridge-type unloader and turntable operator; Helicopter hoist operator

GROUP 5: Hydraulic boom truck; Stinger crane (Austin-Western or similar type); Tugger hoist operator (1 drum)

GROUP 6: Bridge crane operator; Crètor crane operator; Hoist operator (Chicago boom and similar type); Lift mobile operator; Lift slab machine operator (Vagtborg and similar types); Material hoist and/or manlift operator; Polar gantry crane operator; Self Climbing scaffold (or similar type); Shovel, backhoe, dragline, clamshell operator (over 3/4 yd. and up to 5 cu. yds. mrc); Tugger hoist operator

GROUP 7: Pedestal crane operator; Shovel, backhoe, dragline, clamshell operator (over 5 cu. yds. mrc); Tower crane repair; Tugger hoist operator (3 drum)

GROUP 8: Crane operator (up to and including 25 ton capacity); Crawler transporter operator; Derrick barge operator (up to and including 25 ton capacity); Hoist operator, stiff legs, Guy derrick or similar type (up to and including 25 ton capacity); Shovel, backhoe, dragline, clamshell operator (over 7 cu. yds., M.R.C.)

GROUP 9: Crane operator (over 25 tons and up to and including 50 tons mrc); Derrick barge operator (over 25 tons up to and including 50 tons mrc); Highline cableway operator; Hoist operator, stiff legs, Guy derrick or similar type

(over 25 tons up to and including 50 tons mrc); K-crane operator; Polar crane operator; Self erecting tower crane operator maximum lifting capacity ten tons

GROUP 10: Crane operator (over 50 tons and up to and including 100 tons mrc); Derrick barge operator (over 50 tons up to and including 100 tons mrc); Hoist operator, stiff legs, Guy derrick or similar type (over 50 tons up to and including 100 tons mrc), Mobile tower crane operator (over 50 tons, up to and including 100 tons M.R.C.); Tower crane operator and tower gantry

GROUP 11: Crane operator (over 100 tons and up to and including 200 tons mrc); Derrick barge operator (over 100 tons up to and including 200 tons mrc); Hoist operator, stiff legs, Guy derrick or similar type (over 100 tons up to and including 200 tons mrc); Mobile tower crane operator (over 100 tons up to and including 200 tons mrc)

GROUP 12: Crane operator (over 200 tons up to and including 300 tons mrc); Derrick barge operator (over 200 tons up to and including 300 tons mrc); Hoist operator, stiff legs, Guy derrick or similar type (over 200 tons, up to and including 300 tons mrc); Mobile tower crane operator (over 200 tons, up to and including 300 tons mrc)

GROUP 13: Crane operator (over 300 tons); Derrick barge operator (over 300 tons); Helicopter pilot; Hoist operator, stiff legs, Guy derrick or similar type (over 300 tons); Mobile tower crane operator (over 300 tons)

TUNNEL CLASSIFICATIONS

GROUP 1: Skiploader (wheel type up to 3/4 yd. without attachment)

GROUP 2: Power-driven jumbo form setter operator

GROUP 3: Dinkey locomotive or motorperson (up to and including 10 tons)

GROUP 4: Bit sharpener; Equipment greaser (grease truck); Slip form pump operator (power-driven hydraulic lifting device for concrete forms); Tugger hoist operator (1 drum); Tunnel locomotive operator (over 10 and up to and including 30 tons)

GROUP 5: Backhoe operator (up to and including 3/4 yd.); Small Ford, Case or similar; Drill doctor; Grouting machine operator; Heading shield operator; Heavy-duty repairperson; Loader operator (Athey, Euclid, Sierra and similar types); Mucking machine operator (1/4 yd., rubber-tired, rail or track type); Pneumatic concrete placing machine operator (Hackley-Presswell or similar type); Pneumatic heading shield (tunnel); Pumpcrete gun operator; Tractor compressor drill combination operator; Tugger hoist operator (2 drum); Tunnel locomotive operator (over 30 tons)

GROUP 6: Heavy Duty Repairman

GROUP 7: Tunnel mole boring machine operator

ENGI0012-004 08/01/2005

	Rates	Fringes
Power equipment operators: (DREDGING)		
(1) Leverman	$ 38.10	14.95
(2) Dredge dozer	$ 33.63	14.95
(3) Deckmate	$ 33.52	14.95
(4) Winch operator (stern winch on dredge)	$ 32.97	14.95
(5) Fireman-Oiler, Deckhand, Bargeman, Leveehand	$ 32.43	14.95
(6) Barge Mate	$ 33.04	14.95

IRON0002-004 07/01/2005

	Rates	Fringes
Ironworkers:		
Fence Erector	$ 31.16	15.285
Ornamental, Reinforcing and Structural	$ 32.06	15.285

PREMIUM PAY:

$3.00 additional per hour at the following locations:

China Lake Naval Test Station, Chocolate Mountains Naval Reserve-Niland, Edwards AFB, Fort Irwin Military Station, Fort Irwin Training Center-Goldstone, San Clemente Island, San Nicholas Island, Susanville Federal Prison, 29 Palms - Marine Corps, U.S. Marine Base - Barstow, U.S. Naval Air Facility - Sealey, Vandenberg AFB

$2.00 additional per hour at the following locations:

Army Defense Language Institute - Monterey, Fallon Air Base, Naval Post Graduate School - Monterey, Yermo Marine Corps Logistics Center

$1.00 additional per hour at the following locations:

Port Hueneme, Port Mugu, U.S. Coast Guard Station - Two Rock

LABO0300-001 07/01/2005

	Rates	Fringes
Brick Tender	$ 22.24	12.48

LABO0300-003 07/01/2005

	Rates	Fringes
Laborer: Gunite		

GROUP 1	$ 23.69	16.36
GROUP 2	$ 22.74	16.36
GROUP 3	$ 19.20	16.36
Laborer: Tunnel		
GROUP 1	$ 24.28	12.95
GROUP 2	$ 24.60	12.95
GROUP 3	$ 25.06	12.95
GROUP 4	$ 25.75	12.95
Laborers:		
GROUP 1	$ 21.24	12.89
GROUP 2	$ 21.79	12.89
GROUP 3	$ 22.34	12.89
GROUP 4	$ 23.89	12.89
GROUP 5	$ 24.24	12.89

FOOTNOTE: GUNITE PREMIUM PAY: Workers working from a Bosn'n's Chair or suspended from a rope or cable shall receive 40 cents per hour above the foregoing applicable classification rates. Workers doing gunite and/or shotcrete work in a tunnel shall receive 35 cents per hour above the foregoing applicable classification rates, paid on a portal-to-portal basis. Any work performed on, in or above any smoke stack, silo, storage elevator or similar type of structure, when such structure is in excess of 75'-0" above base level and which work must be performed in whole or in part more than 75'-0" above base level, that work performed above the 75'-0" level shall be compensated for at 35 cents per hour above the applicable classification wage rate.

LABORER CLASSIFICATIONS

GROUP 1: Cleaning and handling of panel forms; Concrete screeding for rough strike-off; Concrete, water curing; Demolition laborer, the cleaning of brick if performed by a worker performing any other phase of demolition work, and the cleaning of lumber; Fire watcher, limber, brush loader, piler and debris handler; Flag person; Gas, oil and/or water pipeline laborer; Laborer, asphalt-rubber material loader; Laborer, general or construction; Laborer, general clean-up; Laborer, landscaping; Laborer, jetting; Laborer, temporary water and air lines; Material hose operator (walls, slabs, floors and decks); Plugging, filling of shee bolt holes; Dry packing of concrete; Railroad maintenance, repair track person and road beds; Streetcar and railroad construction track laborers; Rigging and signaling; Scaler; Slip form raiser; Tar and mortar; Tool crib or tool house laborer; Traffic control by any method; Window cleaner; Wire mesh pulling - all concrete pouring operations

GROUP 2: Asphalt shoveler; Cement dumper (on 1 yd. or larger mixer and handling bulk cement); Cesspool digger and installer; Chucktender; Chute handler, pouring concrete, the handling of the chute from readymix trucks, such as walls, slabs, decks, floors, foundation, footings, curbs, gutters and sidewalks; Concrete curer, impervious membrane and form oiler; Cutting torch operator (demolition); Fine grader, highways and street paving, airport, runways and similar type heavy construction; Gas, oil and/or water pipeline wrapper - pot tender and form person; Guinea

chaser; Headerboard person - asphalt; Laborer, packing rod steel and pans; Membrane vapor barrier installer; Power broom sweeper (small); Riprap stonepaver, placing stone or wet sacked concrete; Roto scraper and tiller; Sandblaster (pot tender); Septic tank digger and installer(lead); Tank scaler and cleaner; Tree climber, faller, chain saw operator, Pittsburgh chipper and similar type brush shredder; Underground laborer, including caisson bellower

GROUP 3: Buggymobile person; Concrete cutting torch; Concrete pile cutter; Driller, jackhammer, 2-1/2 ft. drill steel or longer; Dri-pak-it machine; Gas, oil and/or water pipeline wrapper, 6-in. pipe and over, by any method, inside and out; High scaler (including drilling of same); Hydro seeder and similar type; Impact wrench multi-plate; Kettle person, pot person and workers applying asphalt, lay-kold, creosote, lime caustic and similar type materials ("applying" means applying, dipping, brushing or handling of such materials for pipe wrapping and waterproofing); Operator of pneumatic, gas, electric tools, vibrating machine, pavement breaker, air blasting, come-alongs, and similar mechanical tools not separately classified herein; Pipelayer's backup person, coating, grouting, making of joints, sealing, caulking, diapering and including rubber gasket joints, pointing and any and all other services; Rock slinger; Rotary scarifier or multiple head concrete chipping scarifier; Steel headerboard and guideline setter; Tamper, Barko, Wacker and similar type; Trenching machine, hand-propelled

GROUP 4: Asphalt raker, lute person, ironer, asphalt dump person, and asphalt spreader boxes (all types); Concrete core cutter (walls, floors or ceilings), grinder or sander; Concrete saw person, cutting walls or flat work, scoring old or new concrete; Cribber, shorer, lagging, sheeting and trench bracing, hand-guided lagging hammer; Head rock slinger; Laborer, asphalt- rubber distributor boot person; Laser beam in connection with laborers' work; Oversize concrete vibrator operator, 70 lbs. and over; Pipelayer performing all services in the laying and installation of pipe from the point of receiving pipe in the ditch until completion of operation, including any and all forms of tubular material, whether pipe, metallic or non-metallic, conduit and any other stationary type of tubular device used for the conveying of any substance or element, whether water, sewage, solid gas, air, or other product whatsoever and without regard to the nature of material from which the tubular material is fabricated; No-joint pipe and stripping of same; Prefabricated manhole installer; Sandblaster (nozzle person), water blasting, Porta Shot-Blast

GROUP 5: Blaster powder, all work of loading holes, placing and blasting of all powder and explosives of whatever type, regardless of method used for such loading and placing; Driller: All power drills, excluding jackhammer, whether core, diamond, wagon, track, multiple unit, and any and all other types of mechanical drills without regard to the form of motive power; Toxic waste removal

TUNNEL LABORER CLASSIFICATIONS

GROUP 1: Batch plant laborer; Bull gang mucker, track person; Changehouse person; Concrete crew, including rodder and spreader; Dump person; Dump person (outside); Swamper (brake person and switch person on tunnel work); Tunnel materials handling person

GROUP 2: Chucktender, cabletender; Loading and unloading agitator cars; Nipper; Pot tender, using mastic or other materials (for example, but not by way of limitation, shotcrete, etc.); Vibrator person, jack hammer, pneumatic tools (except driller)

GROUP 3: Blaster, driller, powder person; Chemical grout jet person; Cherry picker person; Grout gun person; Grout mixer person; Grout pump person; Jackleg miner; Jumbo person; Kemper and other pneumatic concrete placer operator; Miner, tunnel (hand or machine); Nozzle person; Operating of troweling and/or grouting machines; Powder person (primer house); Primer person; Sandblaster; Shotcrete person; Steel form raiser and setter; Timber person, retimber person, wood or steel; Tunnel Concrete finisher

GROUP 4: Diamond driller; Sandblaster; Shaft and raise work

GUNITE LABORER CLASSIFICATIONS

GROUP 1: Nozzle person and rod person

GROUP 2: Gun person

GROUP 3: Rebound person

LABO0300-005 08/03/2005

	Rates	Fringes
Plaster Clean-up Laborer.....	$ 21.63	12.72
Plasterer tender.....	$ 24.18	12.72

LABO0882-002 01/01/2005

	Rates	Fringes
Asbestos Removal Laborer.....	$ 22.50	10.10

SCOPE OF WORK: Includes site mobilization, initial site cleanup, site preparation, removal of asbestos-containing material and toxic waste, encapsulation, enclosure and disposal of asbestos- containing materials and toxic waste by hand or with equipment or machinery; scaffolding, fabrication of temporary wooden barriers and assembly of decontamination stations.

LABO1184-001 07/01/2005

	Rates	Fringes
Laborers: (STRIPING/SLURRY		

SEAL)

GROUP 1	$ 22.67	11.19
GROUP 2	$ 23.97	11.19
GROUP 3	$ 25.98	11.19
GROUP 4	$ 27.72	11.19

LABORERS - STRIPING CLASSIFICATIONS

GROUP 1: Protective coating, pavement sealing, including repair and filling of cracks by any method on any surface in parking lots, game courts and playgrounds; carstops; operation of all related machinery and equipment; equipment repair technician

GROUP 2: Traffic surface abrasive blaster; pot tender - removal of all traffic lines and markings by any method (sandblasting, waterblasting, grinding, etc.) and preparation of surface for coatings. Traffic control person: controlling and directing traffic through both conventional and moving lane closures; operation of all related machinery and equipment

GROUP 3: Traffic delineating device applicator: Layout and application of pavement markers, delineating signs, rumble and traffic bars, adhesives, guide markers, other traffic delineating devices including traffic control. This category includes all traffic related surface preparation (sandblasting, waterblasting, grinding) as part of the application process. Traffic protective delineating system installer: removes, relocates, installs, permanently affixed roadside and parking delineation barricades, fencing, cable anchor, guard rail, reference signs, monument markers; operation of all related machinery and equipment; power broom sweeper

GROUP 4: Striper: layout and application of traffic stripes and markings; hot thermo plastic; tape traffic stripes and markings, including traffic control; operation of all related machinery and equipment

---

PAIN0036-001 07/01/2005

	Rates	Fringes
Painters:		
(1) Repaint Including Lead Abatement	$ 23.40	7.49
(2) All Other Work:	$ 26.67	7.49

REPAINT of any structure with the exception of work involving the aerospace industry, breweries, commercial recreational facilities, hotels which operate commercial establishments as part of hotel service, and sports facilities, tenant improvement work not included in conjunction with the construction of the building and all repainting of tenant improvement projects.

---

* PAIN0036-006 10/01/2005

	Rates	Fringes

Drywall Finisher
Excluding Antelope Valley
North of the following
Boundary: Kern County Line
to Hwy. #5, South of Hwy.
#5 to Hwy. N2, East on N2
to Palmdale Blvd., to Hsy.
#14, South to Hwy. #18,
East to Hwy. #395.....$ 28.33 9.98
Remainder of County.....$ 24.89 9.98

PAIN0036-015 06/01/2005

	Rates	Fringes
Glazier	$ 31.20	10.84

FOOTNOTE: Additional $1.25 per hour for work in a condo, from the third (3rd) floor and up Additional $1.25 per hour for work on the outside of the building from a swing state or any suspended contrivance, from the ground up

---

PAIN1247-002 05/01/2005

	Rates	Fringes
Soft Floor Layer	$ 28.05	7.45

PLAS0200-009 01/01/2005

	Rates	Fringes
Plasterer	$ 28.29	7.46

PLAS0500-002 07/01/2005

	Rates	Fringes
Cement Mason	$ 25.00	15.33

PLUM0016-001 07/01/2005

	Rates	Fringes
Plumber/Pipefitter		
(1) Work on strip malls, light commercial, tenant improvement and remodel work	$ 24.19	10.44
(2) Work on new additions and remodeling of bars, restaurant, stores and commercial buildings not to exceed 5,000 sq. ft. of floor space	$ 30.32	12.06
(3) All other work	$ 31.36	12.63

PLUM0250-002 03/01/2005

	Rates	Fringes

Refrigeration Mechanic
Refrigeration Fitter.....$ 33.30 12.70

PLUM0345-001 07/01/2005

	Rates	Fringes
Plumbers		
Landscape/Irrigation Fitter	$ 23.98	11.85
Sewer & Storm Drain Work....	$ 21.06	12.21

ROOF0036-002 09/01/2004

	Rates	Fringes
Roofer (including Built Up, Composition and Single Ply)....	$ 26.25	7.17

FOOTNOTE: Pitch premium: Work on which employees are exposed to pitch fumes or required to handle pitch, pitch base or pitch impregnated products, or any material containing coal tar pitch, the entire roofing crew shall receive $1.75 per hour "pitch premium" pay.

SFCA0669-013 01/01/2005

DOES NOT INCLUDE THE CITY OF POMONA, CATALINA ISLAND, AND THAT PART OF LOS ANGELES COUNTY WITHIN 25 MILES OF THE CITY LIMITS OF LOS ANGELES:

	Rates	Fringes
Sprinkler Fitter.....	$ 27.35	12.25

---

* SFCA0709-005 09/01/2005

THE CITY OF POMOMA, CATALINA ISLAND, AND THAT PART OF LOS ANGELES COUNTY WITHIN 25 MILES OF THE CITY LIMITS OF LOS ANGELES:

	Rates	Fringes
Sprinkler Fitter, Fire.....	$ 33.08	15.45

SHEE0105-002 08/01/2005

LOS ANGELES (South of a straight line between gorman and Big Pones, excluding the area South of Imperial Hwy East of the Los Angeles River, excluding cities of Long Beach, Claremont Pomona, excluding Catalina Island

	Rates	Fringes
Sheet metal worker		
(1) Commercial: New Construction and Remodel Work Over 5000 sq.ft.....	$ 33.03	13.93
(2) Light Commercial: Work on general sheet metal and		

heating and air
conditioning up to 4000 sq
ft.....$ 19.58 5.13
(3) Modernization
Excluding New Construction -
Under 5000 sq ft. Does
not include modification,
upgrades, energy
management, or
conservation improvements
of central heating and AC
equipment.....$ 19.58 5.43

SHEE0105-003 08/01/2005

INYO, KERN (Northeast part, East of Hwy 395), LOS ANGELES (Including Pomona, Claremont, Catalina Island, Long Beach and area South of Imperial highway and East of the Los Angeles River), MONO ORANGE, RIVERSIDE, AND SAN BERNARDINO COUNTIES

	Rates	Fringes
Sheet metal worker		
(1) Commercial - New Construction and Remodel work	$ 31.95	14.08
(2) Industrial work including air pollution control systems, noise abatement, hand rails, guard rails, excluding aritechtural sheet metal work, excluding A-C, heating, ventilating systems for human comfort	$ 28.18	18.24

SHEE0105-004 08/01/2005

KERN (Excluding portion East of Hwy 395) & LOS ANGELES (North of a straight line drawn between Gorman and Big Pines including Cities of Lancaster and Palmdale) COUNTIES

	Rates	Fringes
Sheet metal worker		
Commercial	$ 27.04	12.66

---

* TEAM0011-002 07/01/2005

	Rates	Fringes
Truck drivers:		
GROUP 1	$ 23.54	14.64
GROUP 2	$ 23.69	14.64
GROUP 3	$ 23.82	14.64
GROUP 4	$ 24.01	14.64
GROUP 5	$ 23.95	14.64
GROUP 6	$ 24.07	14.64
GROUP 7	$ 24.32	14.64
GROUP 8	$ 24.57	14.64

GROUP 9.....$ 24.77 14.64
GROUP 10.....$ 25.07 14.64
GROUP 11
GROUP 11.....$ 25.57 14.64

WORK ON ALL MILITARY BASES:
PREMIUM PAY: $3.00 per hour additional.
[29 palms Marine Base, Camp Roberts, China Lake, Edwards AFB, Fort Irwin, George AFB, Marine Corps Logistics Base at Nebo & Yermo, Mountain Warfare Training Center, Bridgeport, Point Arguello, Point Conception, Vandenberg AFB]

TRUCK DRIVERS CLASSIFICATIONS

GROUP 1: Truck driver

GROUP 2: Driver of vehicle or combination of vehicles - 2 axles; Traffic control pilot car excluding moving heavy equipment permit load; Truck mounted broom

GROUP 3: Driver of vehicle or combination of vehicles - 3 axles; Boot person; Cement mason distribution truck; Fuel truck driver; Water truck - 2 axle; Dump truck, less than 16 yds. water level; Erosion control driver

GROUP 4: Driver of transit mix truck, under 3 yds.; Dumpcrete truck, less than 6-1/2 yds. water level

GROUP 5: Water truck, 3 or more axles; Truck greaser and tire person ($0.50 additional for tire person); Pipeline and utility working truck driver, including winch truck and plastic fusion, limited to pipeline and utility work; Slurry truck driver

GROUP 6: Transit mix truck, 3 yds. or more; Dumpcrete truck, 6-1/2 yds. water level and over; Vehicle or combination of vehicles - 4 or more axles; Oil spreader truck; Dump truck, 16 yds. to 25 yds. water level

GROUP 7: A Frame, Swedish crane or similar; Forklift driver; Ross carrier driver

GROUP 8: Dump truck, 25 yds. to 49 yds. water level; Truck repair person; Water pull - single engine; Welder

GROUP 9: Truck repair person/welder; Low bed driver, 9 axles or over

GROUP 10: Dump truck - 50 yds. or more water level; Water pull - single engine with attachment

GROUP 11: Water pull - twin engine; Water pull - twin engine with attachments; Winch truck driver - $1.25 additional when operating winch or similar special attachments

---

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

==========

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

In the listing above, the "SU" designation means that rates listed under the identifier do not reflect collectively bargained wage and fringe benefit rates. Other designations indicate unions whose rates have been determined to be prevailing.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

* an existing published wage determination
* a survey underlying a wage determination
* a Wage and Hour Division letter setting forth a position on a wage determination matter
* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

==========

END OF GENERAL DECISION

ACORD CERTIFICATE OF LIABILITY INSURANCE

SANTA-8 06/16/05

PRODUCER
Acordia of California (enc)
Ins Services, Inc. Lic#0352275
15303 Ventura Blvd., 7th Floor
Sherman Oaks CA 91403-3197
Phone: 818-464-9300 Fax: 818-464-9398

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED
Santa Clarita Valley Committee
On Aging, Inc.
22900 Market Street
Santa Clarita CA 91321

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: First American Insurance	
INSURER B: American States Insurance Co.	
INSURER C: Granite State Insurance Co	
INSURER D:	
INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	X	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC	25CC04031820	07/01/05	07/01/06	EACH OCCURRENCE	$1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 200,000
						MED EXP (Any one person)	$ 10,000
						PERSONAL & ADV INJURY	$1,000,000
						GENERAL AGGREGATE	$3,000,000
						PRODUCTS - COMP/OP AGG	$3,000,000
						Emp Ben.	1,000,000
B		AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS X SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS	25CC01693010	07/01/05	07/01/06	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
						BODILY INJURY (Per person)	$
						BODILY INJURY (Per accident)	$
						PROPERTY DAMAGE (Per accident)	$
		GARAGE LIABILITY ANY AUTO				AUTO ONLY - EA ACCIDENT	$
						OTHER THAN AUTO ONLY: EA ACC	$
						AGG	$
B		EXCESS/UMBRELLA LIABILITY X OCCUR CLAIMS MADE DEDUCTIBLE X RETENTION $10,000	D1SU35926310	07/01/05	07/01/06	EACH OCCURRENCE	$5,000,000
						AGGREGATE	$5,000,000
							$
							$
							$
C		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	WC7691945	07/01/05	07/01/06	X WC STATU-TORY LIMITS OTH-ER	
						E.L. EACH ACCIDENT	$1,000,000
						E.L. DISEASE - EA EMPLOYEE	$1,000,000
						E.L. DISEASE - POLICY LIMIT	$1,000,000
		OTHER					
B		Professional Liab	LF777494D	07/01/05	07/01/06	E & O	1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

CERTIFICATE HOLDER IS LOSS PAYEE/ADDITIONAL INSURED FORM CG2011.
***NOTICE OF CANCELLATION MAY BE 10 DAYS FOR NON-PAYMENT OF PREMIUM

CERTIFICATE HOLDER

SANTA C

CITY OF SANTA CLARITA
ATTN:DENNIS LUPENS
23920 Valencia Blvd., #120
Santa Clarita, CA 91355

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL [redacted] MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT. [redacted]

AUTHORIZED REPRESENTATIVE

ACORD 25 (2001/08)

© ACORD CORPORATION 19

POLICY NUMBER: 25CC04031820 COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - MANAGERS OR LESSORS OF PREMISES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

1. Designation of Premises (Part Leased to You):

2. Name of Person or Organization: City of Santa Clarita

3. Additional Premium

(If no entry appears above, information required to complete this endorsement will be shown in the declarations as applicable to this endorsement.)

WHO IS INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you and shown in the Schedule subject to the following additional exclusions:

This insurance does not apply to:

1. Any "Occurrence" which takes place after you cease to be a tenant in that premises.
2. Structural alterations, new construction and or demolition operations performed by or on behalf of the person or organization shown in the schedule.

 Copyright, Insurance Service Office, Inc., 1984

Form **W-9**
(Rev. January 2005)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)
Santa Clarita Valley Committee on Aging, Corp

Business name, if different from above

Check appropriate box: ☐ Individual/ Sole proprietor ☑ Corporation ☐ Partnership ☐ Other ▶ ☐ Exempt from backup withholding

Address (number, street, and apt. or suite no.)
22900 Market Street

Requester's name and address (optional)
City of Santa Clarita

City, state, and ZIP code
Santa Clarita, CA 91321

List account number(s) here (optional)
Neighborhood Revitalization Program

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number
| | | | | | | | | |

or

Employer identification number
9 5 3 0 8 1 9 9 7

Note. *If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.*

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign Here Signature of U.S. person ▶ [signature] Date ▶ 5-31-05

Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),

2. Certify that you are not subject to backup withholding, or

3. Claim exemption from backup withholding if you are a U.S. exempt payee.

Note. *If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.*

For federal tax purposes you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.