



County of Los Angeles CHIEF EXECUTIVE OFFICE

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WILLIAM T FUJIOKA
Chief Executive Officer

December 4, 2007

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:

**DEPARTMENT OF PARKS AND RECREATION: APPROVAL OF
AQUATIC WEED AND ALGAE GROWTH CONTROL SERVICES CONTRACTS
AT EIGHT LAKES ON AN AS-NEEDED BASIS
(SUPERVISORIAL DISTRICTS 1, 2, 4, AND 5)
(3 VOTES)**

IT IS RECOMMENDED THAT YOUR BOARD:

1. Find the proposed actions exempt from the California Environmental Quality Act for the reasons cited herein.
2. Approve and instruct the Chairman to sign the contracts with AquaBio Environmental Technologies, Inc. and Clean Lakes, Inc., for aquatic weed and algae growth control services on an as-needed basis, for a combined total maximum cost of \$200,000 per year, effective the first day of the month following Board approval, with four (4) one-year renewal options, for a maximum contract term of five (5) years. The combined total maximum cost shall not exceed \$1,000,000.
3. Authorize the Director of Parks and Recreation to exercise the contract renewal options annually, if in the opinion of the Director, the contractors have successfully performed the services during the previous contract period and the services are still required.
4. Authorize the Director of Parks and Recreation to add or delete facilities up to the maximum contract amount for services that are needed.

Board of Supervisors
GLORIA MOLINA
First District

YVONNE B. BURKE
Second District

ZEV YAROSLAVSKY
Third District

DON KNABE
Fourth District

MICHAEL D. ANTONOVICH
Fifth District

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose is to continue to provide aquatic weed and algae growth control services to eight (8) facilities as shown: Alondra Park, Frank G. Bonelli Regional Park, Castaic Lake Recreation Area, Cerritos Community Regional Park, Kenneth Hahn Recreation Area, La Mirada Community Regional Park, Magic Johnson Recreation Area, and Santa Fe Dam Recreational Area, currently provided by AquaBio Environmental Technologies, Inc. and Clean Lakes, Inc., through purchase orders with the Internal Services Department (ISD). The Department of Parks and Recreation (Department) is approaching ISD's purchasing authority of \$100,000 and desires to continue the services on an as-needed basis to maintain the current water quality of its lakes for the public's recreational use. Both contractors have extensive experience in maintaining lakes for the County of Los Angeles (County) and other public entities, both at the State and national level. The services include water testing to determine lake pollutants, monitoring bacteria levels to control and reduce aquatic vegetation through chemical and/or bio treatment, as well as mechanical and manual removal of weeds.

By awarding multiple contracts, the Department will ensure a timely response to the workload requirements covering a large geographical area of the County. When a needed service is identified, each qualified contractor will be provided the opportunity to bid on the prospective project, thus giving the County the opportunity to select the best possible service at the least possible price.

Implementation of Strategic Plan Goals

The proposed Contracts will further the County's Strategic Plan Service Excellence (Goal 1), Organizational Effectiveness (Goal 3), and Fiscal Responsibility (Goal 4) through the provision of quality aquatic weed and algae control services in a timely manner and at the least possible price.

FISCAL IMPACT/FINANCING

The Department will not request the contractors to perform services which will exceed the combined total maximum cost of \$200,000 per year. If such services become necessary, the Department will seek such necessary advance approval from the Board of Supervisors (Board).

Operating Budget Impact

For the current fiscal year, the Department does not anticipate exceeding a total combined cost of \$100,000. Sufficient appropriation is budgeted in the Department's Fiscal Year 2007-08 Operating Budget to fund the \$100,000. In addition, sufficient appropriation will exist in the Department's Fiscal Year 2008-2009 Operating Budget to fund the combined total maximum cost of \$200,000. Lastly, the Department does not anticipate exceeding the combined total maximum total cost of \$1,000,000 over the five-year life of the contracts.

These contracts do not allow for cost-of-living increases in the contractors' rate of compensation. In addition, the Department will not be subjected to any current or future cost increases arising from the recent Board action to increase living wage rates as this action is not applicable to these contracts.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

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

Pursuant to the California Codes, Government Code Section 31000, the Board is authorized to contract for special services. The term of each Contract is for one (1) year and includes a provision whereby the Director may annually extend each contract for up to four (4) one-year renewal option periods. The Director may exercise options if, in his opinion, the Contractor has successfully performed the services during the previous contract period and the services are still required and the Director has authority to mitigate services in the event of emergencies within the maximum contract amount.

The Contract includes a provision for the Contractor to first consider hiring County employees targeted for layoff or qualified former County employees who are on a reemployment list during the life of the Contract when filling future vacancies. The Contract also requires that the Contractor consider hiring participants of the Greater Avenues for Independence (GAIN) and General Relief Opportunities for Work (GROW) programs.

The Contract contains Contractor Responsibility and Debarment language.

Provisions for the County's Jury Service Program have been included in the Contract. The Contractor agreed to comply with and adhere to the County Jury Service Program, and has completed a Certification of Compliance form.

The Contract contains a provision that limits the County's obligation if the Board does not appropriate funding for each year of the Contract.

The Safely Surrender Baby Law provision is included in the Contract, which requires the Contractor to notify and provide a fact sheet to their employees regarding the Safely Surrendered Baby Law, its implementation in the County, and where to safely surrender a baby.

The Contract complies with all of the requirements of the County's Child Support Compliance Program.

This Contract contains the County's standard provisions regarding Contractor obligations and is in compliance with all Board and CEO requirements.

Each Contractor has executed the attached Contracts and will provide the required insurance policies prior to the start of the Contract and to any work being assigned, naming the County as an additional insured.

County Counsel has approved each contract as to form.

ENVIRONMENTAL DOCUMENTATION

The approval of these contracts for aquatic weed and algae control services are exempt from the California Environmental Quality Act (CEQA) in accordance with Section 15301(h) of the State CEQA Guidelines and Class 1(j) of the Environmental Document Reporting Procedures and Guidelines, adopted by your Board on November 17, 1987, because the project involves maintenance of existing facilities.

CONTRACTING PROCESS

On March 20, 2007, the Department released a Request for Statement of Qualification (RFSQ) for lake aquatic weed and algae control services on an as-needed basis by posting three (3) notices for this project on the County's "Doing Business with Us" website. Notices were posted under the commodities for Environmental Consulting

Services, Environmental Remediation Services, and Algae and Microbe Control Chemicals for Treating Water and Waste Water. These notices also included a link to download the solicitation package and bilingual instructions on how to contact the Department regarding this project.

On March 28, 2007, three (3) companies attended the Vendor's Conference. On April 11, 2007, the Department received two (2) Statements of Qualifications (SOQ) from AquaBio Environmental Technologies, Inc. and Clean Lakes, Inc.

The SOQs were first reviewed to ensure compliance with mandatory minimum requirements outlined in the RFSQs. AquaBio Environmental Technologies, Inc. and Clean Lakes, Inc. SOQs having met those requirements were then evaluated by an evaluation committee.

The evaluation committee consisted of five (5) Department employees who were knowledgeable and familiar with the work requirements. The evaluation committee reviewed each SOQ for business experience, approach plan, required licenses and certifications, related references, and compliance with requirements stated in the RFSQ.

AquaBio Environmental Technologies, Inc. and Clean Lakes, Inc., have performed similar services at various County lakes and have the necessary expertise and training to provide these services. Additionally, both Contractors have extensive experience at the local, State, and national level in providing similar services. AquaBio Environmental Technologies, Inc. and Clean Lakes, Inc., were determined to be qualified and are recommended for award of a contract.

Attachment I reflects each of the Contractor's minority participation. It should be noted that upon final analysis and award, each Contractor was selected without regard to gender, race, creed, or color.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The award of these contracts will allow for a continued maintenance of the eight (8) lakes located throughout the County and will not result in the displacement of any County personnel, as these services are a specialized professional service currently performed on an as-needed, part-time, and intermittent basis.

The Honorable Board of Supervisors
December 4, 2007
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CONCLUSION

It is requested that a certified copy of the action taken by your Board and fully executed copy of the attached contract be mailed to AquaBio Environmental Technologies, Inc., Attention: DeAna Vitela-Hayashi, 4712 Admiralty Way, #156, Marina Del Rey, CA 90066 and Clean Lakes, Inc., Attention: Thomas Moorhouse, 31320 Via Colinas, Suite 114, Westlake Village, CA 91362. It is also requested that four (4) conformed copies be forwarded to the Department of Parks and Recreation.

Respectfully submitted,



WILLIAM T FUJIOKA
Chief Executive Officer

WTF:RG
LS:KEH:gb

Attachments (2)

c: County Counsel
Director of Parks and Recreation



Clean Lakes, Inc. requests SBE preference as part of our solicitation response as supported by the below documents.

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



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

LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM

FIRM NAME: Clean Lakes, Inc.

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

I AM

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

My County (WebVen) Vendor Number: 11030802

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

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

Total Number of Employees (including owners): 7

	Male	Female	Male	Female	Male	Female
Black / African American	0	0				
Hispanic / Latino	1	0				
Asian or Pacific Islander	0	0				
American Indian/ Alaskan Native	0	0				
Filipino American	0	0				
White	6	0				

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

	Black / African American	Hispanic/ Latino	Asian or Pacific Islander	American Indian/ Alaskan Native	Filipino American	White
Men	0 %	0 %	0 %	0 %	0 %	100 %
Women	0 %	0 %	0 %	0 %	0 %	0 %

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

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

Authorized Signature: 	Title: Manager	Date: 4/10/07
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OAAC-C:\TEMP\LocalSBE-Firm\Organization form.doc

Rev. 02/18/01

Clean Lakes, Inc. Statement of Qualifications for Lake Ancillary Services in Response to the Los Angeles County Department of Parks and Recreation RFSQ's # DPR-LAKE-07, DPR-ALG-07, DPR-ENV-07

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

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

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

LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM:

FIRM NAME: AquaBio Environmental Technologies, Inc.

- I AM NOT** A Local SBE certified by the County of Los Angeles Office of Affirmative Action Compliance as of the date of this proposal/bid submission.
- I AM** As an eligible Local SBE, I request this proposal/bid be considered for the Local SBE Preference.
- My County (WebVen) Vendor Number: 51735801

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

Business Structure: <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Partnership <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Non-Profit <input type="checkbox"/> Franchise <input type="checkbox"/> Other (Please Specify) _____						
Total Number of Employees (including owners): <u>seven (7) - Eight (8)</u>						
	Ownership/Partnership		Manager		Staff	
	Male	Female	Male	Female	Male	Female
Black / African American					1	2
Hispanic / Latino		1			1	
Asian or Pacific Islander	1					
American Indian/ Alaskan Native						
Filipino American					1	
White						1

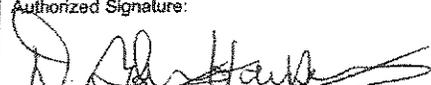
III. PERCENTAGE OF OWNERSHIP IN FIRM: Please indicate by percentage (%) how ownership of the firm is distributed.

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

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

Firm Name	Minority	Women	Disadvantaged	Disabled Veteran	Certification Date
Not applicable					

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

Authorized Signature: 	Title: Director	Date: 9/10/07
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**CONTRACT
BY AND BETWEEN**

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

and

AQUABIO ENVIRONMENTAL TECHNOLOGIES INC.

for

**AS-NEEDED
AQUATIC WEED AND ALGAE GROWTH CONTROL SERVICES**

at

VARIOUS DEPARTMENT LAKE FACILITIES

January 2008

76400

**AS-NEEDED SERVICES CONTRACT PROVISIONS
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**CONTRACT BETWEEN
COUNTY OF LOS ANGELES
DEPARTMENT OF PARKS AND RECREATION
AND
AQUABIO ENVIRONMENTAL TECHNOLOGIES INC.
FOR AS-NEEDED
AQUATIC WEED AND ALGAE GROWTH CONTROL SERVICES**

This Contract and Exhibits made and entered into this 4TH day of DECEMBER, 2007, by and between the County of Los Angeles, Department of Parks and Recreation, hereinafter referred to as the County, and AquaBio Environmental Technologies Inc., hereinafter referred to as the Contractor, to provide As-Needed Aquatic Weed and Algae Growth Control Services.

RECITALS

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

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

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

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

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

1.0 APPLICABLE DOCUMENTS

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

- 1.1 EXHIBIT A - Statement of Work
- 1.2 EXHIBIT B - County's Administration
- 1.3 EXHIBIT C - Contractor's Administration
- 1.4 EXHIBIT D – Contractor's EEO Certification
- 1.5 EXHIBIT E – Jury Service Ordinance
- 1.6 EXHIBIT F - IRS Notice 1015
- 1.7 EXHIBIT G - Safely Surrendered Baby Law
- 1.8 EXHIBIT H - Forms Required for each Work Order before Work Begins
- 1.9 EXHIBIT I - Contractor Acknowledgement and Confidentiality Agreement

2.0 DEFINITIONS

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

- 2.1 **Board of Supervisors:** The Board of Supervisors of the County of Los Angeles acting as governing body or their designee.
- 2.2 **Contract:** Agreement executed between County and individual Contractor. It sets forth the terms and conditions for the issuance and performance of, and otherwise governs, subsequent Work Order services.
- 2.3 **Contractor Project Manager:** The individual designated by the Contractor to administer the Contract operations after the Contract award.

- 2.4 County Contract Program Director (CPD):** Person designated by Director with authority to negotiate and recommend all changes on behalf of County.
- 2.5 County Project Director:** Person designated by Director with authority to approve all Work Order solicitations and executions.
- 2.6 County Project Manager:** Person designated as chief contact person with respect to the day-to-day administration of the Contract.
- 2.7 Day(s):** Calendar day(s) unless otherwise specified.
- 2.8 Department:** The County of Los Angeles Department of Parks and Recreation acting on behalf of the County for matters relating to this Contract.
- 2.9 Director:** The Director of the Department of Parks and Recreation, County of Los Angeles, acting on behalf of the County on contractual or administrative matters relating to the enforcement of this Contract, or his designee.
- 2.10 Fiscal Year:** The twelve (12) month period beginning July 1st and ending the following June 30th.
- 2.11 Statement of Work:** The written description of tasks, directions, provisions, and requirements provided by County and special provisions pertaining to the method, frequency, manner and place of performing services for a specific Work Order.
- 2.12 Work Order:** A subordinate agreement executed wholly within and subject to the provisions of this Contract, for the performance of tasks and/or provision of deliverables as described in a Statement of Work. Each Work Order shall result from bids, solicited by and tendered to County, by Contractor. County shall select the lowest, qualified bid responding to the requirements of the proposed Work Order. No work shall be performed by Contractor except in accordance with a validly bid and executed Work Order.

3.0 CONTRACTOR SERVICES

- 3.1 Pursuant to the provisions of this Contract, the Contractor shall fully perform, complete and deliver on time, all tasks, deliverables, services and other work as set forth in each Work Order and its related Statement of Work for which the Contractor is contracted.
- 3.2 If the Contractor provides any tasks, deliverables, goods, services, or other to work to Department that utilizes other than approved Contractor Personnel, and/or that goes beyond the Work Order expiration date, and/or that exceeds the Total Maximum Amount as specified in the Work Order as originally written or modified in accordance with Paragraph 8, Change Notices and Amendments, the same shall be deemed to be a gratuitous effort on the part of the Contractor, and the Contractor shall have no claim whatsoever against the County.
- 3.3 The Department procedures for issuing and executing Work Orders are set forth in this Sub-paragraph 3.3 as follows:
- Department determines that aquatic weed and algae growth control services need to be performed at one of facilities identified in Exhibit A, Statement of Work, of this contract.
 - Department develops Work Order Request and notifies Contractor in writing of the Work Order Request and mandatory Bid Conference.
 - Contractor must attend Bid Conference and shall submit a bid within the timeframe specified in the Work Order Request. Failure of Contractor to attend Bid Conference or submit its bid within the specified timeframe will disqualify Contractor from consideration of award of that particular Work Order.
 - Department staff shall review bids. Completion of review shall be within ten (10) days after the date set to receive bids.
 - Department shall issue and execute a Work Order with Contractor deemed to have the lowest cost.
 - Contractor shall be sent a "Notice To Proceed" letter indicating start date of services for that particular Work Order.

- Payment for all work shall be on a fixed price for deliverable basis.
- 3.4 Each Work Order Request shall include a Statement of Work, a Fee Schedule, County's Contract Administration for that particular Work Order, and Contractor's Contract Administration for that particular Work Order.
 - 3.5 Each "Notice To Proceed" letter shall include the Work Order executed by both the County's Contract Program Director and the Contractor's Project Manager, approved fee schedule (cost), County's Contract Administration for that particular Work Order, and Contractor's Contract Administration for that particular Work Order.
 - 3.6 In the event that no bids are received for a particular Work Order Request, the Department shall either: (1) revise the Work Order Request and reissue it; (2) perform the services with County forces; or (3) contract with a separate private contractor. It is understood by Contractor that County's competitive bidding procedure may have the effect that no Work Orders are awarded to Contractor.
 - 3.7 When a condition exists wherein the Director, in his/her sole discretion, determines that there is danger of injury to the public or of damage to public property and determines that the procedures outlined in Paragraph 3.3 above cannot be timely implemented, the Director may issue an emergency Work Order Request and Notice to Proceed to the Contractor to complete the emergency services. Said Work Order Request and Notice to Proceed shall include a "Not To Exceed Amount" and any special conditions that may affect the services to be provided.

4.0 TERM OF CONTRACT

- 4.1 The term of this Contract shall be for a period of one year commencing upon the first day of the month following the Board of Supervisors' approval, unless terminated sooner or extended, in whole or in part, as provided in this Contract.
- 4.2 The County shall have the sole option to extend the Contract term for up to four (4) additional one-year periods, for a maximum Contract term of

five (5) years. Each such option year shall be exercised individually and at the sole discretion of the Director.

- 4.3 The Contractor shall notify the Department when this Contract is within six (6) months from the expiration of the term as provided for hereinabove. Upon occurrence of this event, the Contractor shall send written notification to the Department at the address herein provided in Subparagraph 9.31, Notices, of this Contract.
- 4.4 By reasons or acts beyond the control of the County, this Contract may be terminated by the County without liability or damages whenever the County is prevented by operation of laws, Acts of God, or by the official action of Local, State or Federal authorities from complying with the provisions of this Contract.

5.0 CONTRACT SUM

- 5.1 Contractor shall not be entitled to any payment by County under this Contract except pursuant to validly executed and satisfactorily performed Work Orders. In each year of this Contract, the total of all amounts actually expended by County hereunder ("maximum annual expenditures") may not exceed One Hundred Thousand Dollars (\$100,000.00). The County has sole discretion to expend some, all, or none of such budgeted amounts.
- 5.2 The Contractor shall not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. Assumption or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any other entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, shall occur only with the County's express prior written approval.
- 5.3 In no event shall the Contractor be entitled to compensation exceeding the total contract amount unless the Contract is amended in writing pursuant to Section 8.0, Change Notices and Amendments.

5.4 No Payment for Services Provided Following Expiration/Termination of Contract

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

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

5.6 Invoices and Payments

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

5.6.2 Payment for all work shall be on a fixed price per deliverable basis, subject to the Total Maximum Amount specified in each Work Order less any amounts assessed in accordance with Sub-paragraph 9.36, Remedies/Liquidated Damages.

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

5.6.4 All invoices submitted by the Contractor for payment pursuant to the Work Orders issued and executed hereunder must have the written approval of the County's Project Manager and County's

Project Director prior to any payment thereof. In no event shall the County be liable or responsible for any payment prior to such written approval. The Contractor shall look for payment exclusively from the funds having been allocated by the Department for each specific Work Order.

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

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

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

6.0 ADMINISTRATION OF CONTRACT - COUNTY

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

6.1 County's Contract Program Director (CPD)

The CPD has the authority to negotiate, recommend all changes to this Contract, and resolve disputes between the Department and Contractor.

6.2 County's Project Director

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

6.3 County's Project Manager

The County's Project Manager is County's chief contact person with respect to the day-to-day administration of this Contract. The Project

Manager shall prepare and issue Work Orders and any Amendments thereto, and generally be the first person for Contractor to contact with any questions.

6.3.1 The responsibilities of the Project Manger include:

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

6.3.2 County's Project Managers are not authorized to make any changes in Work Order labor rates, dollar totals or periods of performance, or in the terms and conditions of this Contract, except through formally prepared Change Notices and Amendments, Paragraph 8.0.

7.0 ADMINISTRATION OF CONTRACT - CONTRACTOR

7.1 Contractor's Project Manager

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

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

7.2 Contractor's Authorized Official(s)

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

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

7.3 Contractor's Staff

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

7.3.2 The Contractor shall provide sufficient personnel to perform all work in accordance with the specifications set forth herein. The Contractor's employees, whether assigned to any one facility or as part of a crew serving any number of facilities, shall include at least one individual who speaks and comprehends the English language.

7.3.3 The Director may at any time give the Contractor written notice to the effect that the conduct or action of a designated employee of the Contractor is, in the reasonable belief of the Director, detrimental to the interest of the public patronizing the premises. The Contractor shall meet with the Director or his authorized representative to consider the appropriate course of action with respect to the matter and the Contractor shall take reasonable measures under the circumstances to assure the Director that the

conduct and activities of the Contractor's employee(s) will not be detrimental to the interest of the public patronizing the premises.

- 7.3.4 At any time prior to or during the term of this Contract, the County may require that all Contractor's staff performing work under this Contract undergo and pass, to the satisfaction of the County, a background investigation, as a condition of beginning and continuing to work under this Contract. The County shall use its discretion in determining the method of background clearance to be used, up to and including a County performed fingerprint security clearance. The fees associated with obtaining the background information shall be at the sole expense of the Contractor, regardless if the Contractor's staff passes or fails the background clearance investigation.
- 7.3.5 The Director may require the Contractor to establish an identification system for personnel assigned to the facilities which clearly indicates to the public the name of the Contractor responsible for the mowing services. The identification system shall be furnished at the Contractor's expense and may include, but not be limited to, appropriate attire and/or name badges as specified by the Director.
- 7.3.6 The Contractor shall require each of his employees to adhere to basic public works standards of working attire. These are basically: uniforms, proper shoes and other gear as required by State Safety Regulations, and the proper wearing of the clothing. Shirts shall be worn at all times and shall be buttoned.
- 7.3.7 Any disapproval, dismissal, or disqualification, of Contractor's staff shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

7.4 Confidentiality

- 7.4.1 The Contractor shall maintain the confidentiality of all records obtained from the County under this Contract in accordance with all applicable federal, State or local laws, ordinances, regulations and directives relating to confidentiality.
- 7.4.2 The Contractor shall inform all of its officers, employees, agents and subcontractors providing services hereunder of the confidentiality provisions of this Contract.
- 7.4.3 The Contractor shall sign and adhere to the provisions of the "Contractor Acknowledgement and Confidentiality Agreement," Exhibit I.

8.0 CHANGE NOTICES AND AMENDMENTS

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

- 8.1 Changes that **do not affect** the scope or payment of any Work Orders issued pursuant to this Contract shall only be accomplished with an executed Work Order Change Notice signed by the Contractor and Director.
- 8.2 The County's Board of Supervisors, Chief Executive Officer, or designee may require the addition of and/or change certain terms and conditions in the Contract during the term of this Contract. The County reserves the right to add and/or change such provisions as required by the County's Board of Supervisors or Chief Executive Officer. To implement such orders, an Amendment to the Contract shall be prepared and executed by the Contractor and the Director.
- 8.3 The Director may, at his sole discretion, authorize extensions of time as defined in Section 4.0, Term of Contract, of this Contract. The Contractor agrees that such extensions of time shall not change any other term or condition of this Contract during the periods of such extensions. To implement an extension of time, a "Notice to Extend" letter shall be prepared and executed by the Director.

8.4 Addition/Deletion of Lake Facilities

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

9.0 STANDARD TERMS AND CONDITIONS

9.1 ASSIGNMENT AND DELEGATION

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

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

9.1.3 If any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever

without the County's express prior written approval, shall be a material breach of the Contract which may result in the termination of this Contract. In the event of such termination, the County shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default by the Contractor.

9.2 AUTHORIZATION WARRANTY

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

9.3 BUDGET REDUCTIONS

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

9.4 COMPLAINTS

9.4.1 Within ten (10) business days after the effective date of this Contract, the Contractor shall provide the County with its plan for receiving, responding and abating all inquiries and complaints received from the Director, County personnel, or patrons using the facilities. The County will review and approve said plan or

request changes. If changes are requested, the Contractor shall resubmit the revised plan within five (5) business days for approval. Changes by the Contractor must first be approved by the County before implementation.

- 9.4.2 During the term of this Contract, the Contractor shall maintain an office located in the Los Angeles Metropolitan Area. In addition, the Contractor shall maintain a telephone at the office that is listed in the telephone directory in its own name or in the firm name by which it is most commonly known.
- 9.4.3 During normal business hours, Contractor shall have a responsible employee(s) to receive all inquiries and complaints that may be received from the Director, County personnel or patrons using the facilities and take the necessary action. An answering service shall be considered an acceptable substitute to full-time coverage, provided the Contractor is advised of any complaint within one (1) hour of receipt of such complaint by the answering service. The Contractor's employee(s) responsible for providing the mowing services shall be available for notification through electronic communications during normal business hours.
- 9.4.4 During normal days and hours of operation, whenever immediate action is required to prevent impending injury, death or property damage to the facilities being maintained, the County may, after a reasonable attempt to notify the Contractor, cause such action to be taken by the County work force and shall charge the cost thereof as determined by the Director, against the Contractor, or may deduct such cost from an amount due to the Contractor from the County.
- 9.4.5 The Contractor shall maintain a written log of all complaints. The log shall include the name of the employee logging the complaint, the date and time of the complaint, the facility where the complaint is about, a description of the complaint, the name and address of the complainant, and the action taken or the reason for

non-action. The log of complaints shall be submitted monthly with the Contractor's invoice and shall be open to the inspection of the Director at all reasonable times.

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

9.5 COMPLIANCE WITH APPLICABLE LAW

- 9.5.1 The Contractor shall comply with all applicable Federal, State, and local laws, rules, regulations, ordinances, and directives, and all provisions required thereby to be included in this Contract are hereby incorporated herein by reference.
- 9.5.2 The Contractor shall indemnify and hold harmless the County from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees, arising from or related to any violation on the part of the Contractor or its employees, agents, or subcontractors of any such laws, rules, regulations, ordinances, or directives.

9.6 COMPLIANCE WITH CIVIL RIGHTS LAWS

The Contractor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination

under this Contract or under any project, program, or activity supported by this Contract. The Contractor shall comply with Exhibit D, Contractor's EEO Certification.

9.7 COMPLIANCE WITH THE COUNTY'S JURY SERVICE PROGRAM

9.7.1 Jury Service Program

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

9.7.2 Written Employee Jury Service Policy

1. Unless the Contractor has demonstrated to the County's satisfaction either that the Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that the Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), the Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.
2. For purposes of this Subparagraph, "Contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County Contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full-time employee of

the Contractor. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If the Contractor uses any Subcontractor to perform services for the County under the Contract, the Subcontractor shall also be subject to the provisions of this Sub-paragraph. The provisions of this Subparagraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

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

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

9.8 CONFLICT OF INTEREST

- 9.8.1 No County employee whose position with the County enables such employee to influence the award of this Contract or any competing Contract, and no spouse or economic dependent of such employee, shall be employed in any capacity by the Contractor or have any other direct or indirect financial interest in this Contract. No officer or employee of the Contractor who may financially benefit from the performance of work hereunder shall in any way participate in the County's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the County's approval or ongoing evaluation of such work.
- 9.8.2 The Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Contract. The Contractor warrants that it is not now aware of any facts that create a conflict of interest. If the Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to the County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this Sub-paragraph shall be a material breach of this Contract.

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

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

9.10 CONSIDERATION OF HIRING GAIN/GROW PROGRAM PARTICIPANTS

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

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

9.11 CONTRACTOR RESPONSIBILITY AND DEBARMENT

9.11.1 Responsible Contractor

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

9.11.2 Chapter 2.202 of the County Code

The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information

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

9.11.3 Non-responsible Contractor

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

9.11.4 Contractor Hearing Board

1. If there is evidence that the Contractor may be subject to debarment, the Department will notify the Contractor in writing of the evidence which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.
2. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After

the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

3. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
4. If a Contractor has been debarred for a period longer than five (5) years, that Contractor may, after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the County.
5. The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the Contractor has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or

termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

6. The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

9.11.5 Subcontractors of Contractor

These terms shall also apply to Subcontractors of County Contractors.

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

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

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

The Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor

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

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

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

9.14.2 As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the Contractor's duty under this Contract to comply with all applicable provisions of law, the Contractor warrants that it is now in compliance and shall during the term of this Contract maintain in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

9.15 COUNTY'S QUALITY ASSURANCE PLAN

The County or its agent will evaluate the Contractor's performance under this Contract on not less than an annual basis. Such evaluation will include assessing the Contractor's compliance with all Contract terms and

conditions and performance standards. Contractor deficiencies which the County determines are severe or continuing and that may place performance of the Contract in jeopardy if not corrected will be reported to the Board of Supervisors. The report will include improvement/corrective action measures taken by the County and the Contractor. If improvement does not occur consistent with the corrective action measures, the County may terminate this Contract or impose other penalties as specified in this Contract.

9.16 DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS

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

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

9.17 EMPLOYMENT ELIGIBILITY VERIFICATION

9.17.1 The Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. The Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations including, but not limited to, the

Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered employees for the period prescribed by law.

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

9.18 FACSIMILE REPRESENTATIONS

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

9.19 FAIR LABOR STANDARDS

The Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act and shall indemnify, defend, and hold harmless the County and its agents, officers, and employees from any and all liability, including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law, including, but not limited to, the Federal Fair Labor Standards Act, for work performed by the Contractor's employees for which the County may be found jointly or solely liable.

9.20 GOVERNING LAW, JURISDICTION, AND VENUE

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

9.21 INDEPENDENT CONTRACTOR STATUS

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

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

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

9.22 INDEMNIFICATION

The Contractor shall indemnify, defend and hold harmless the County, 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 the Contractor's acts and/or omissions arising from and/or relating to this Contract.

9.23 INSURANCE - GENERAL REQUIREMENTS

Without limiting the Contractor's indemnification of the County and during the term of this Contract, the Contractor shall provide and maintain, and shall require all of its Subcontractors to maintain, the following programs of insurance specified in this Contract. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by the County. Such coverage shall be provided and maintained at the Contractor's own expense.

9.23.1 Evidence of Insurance:

Certificate(s) or other evidence of coverage satisfactory to the County shall be delivered to the Director, Attention: Contract Development, Compliance and Special Districts, 301 North Baldwin Avenue, Arcadia, CA 91007 prior to commencing services under this Contract. Such certificates or other evidence shall:

- a. Specifically identify this Contract.
- b. Clearly evidence all coverages required in this Contract.
- c. Contain the express condition that the 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, adding the County of Los Angeles, its Special Districts, its officials, officers, employees,

representatives, the United States Army Corps of Engineers, the District Engineer, its officials, officers, employees, representatives, the State of California, its Agencies, officials, officers, employees and representatives as insureds for all activities arising from this Contract.

- e. Identify any deductibles or self-insured retentions for the County's approval. The County retains the right to require the Contractor to reduce or eliminate such deductibles or self-insured retentions as they apply to the County, or, require the Contractor 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.

9.23.2 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.

9.23.3 Failure to Maintain Coverage: Failure by the Contractor to maintain the required insurance, or to provide evidence of insurance coverage acceptable to the County, shall constitute a material breach of the Contract upon which the County may immediately terminate or suspend this Contract. The County, at its sole option, may obtain damages from the Contractor resulting from said breach.

9.23.4 Notification of Incidents, Claims or Suits: Contractor shall report to the County:

- a. Any accident or incident relating to services performed under this Contract which involves injury or property damage which may result in the filing of a claim or lawsuit against the Contractor and/or the County. Such report shall be made in

writing within 24 hours of occurrence.

- b. Any third party claim or lawsuit filed against the Contractor arising from or related to services performed by the Contractor under this Contract.
- c. Any injury to a Contractor employee that occurs on County property. This report shall be submitted on a County "Non-employee Injury Report" to the County's Project Manager.
- d. Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of County property, monies or securities entrusted to the Contractor under the terms of this Contract.

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

9.23.6 Insurance Coverage Requirements for Subcontractors: The Contractor shall ensure any and all Subcontractors performing services under this Contract meet the insurance requirements of this Contract by either:

- a. The Contractor providing evidence of insurance covering the activities of Subcontractors, or
- b. The Contractor providing evidence submitted by the Subcontractors evidencing that the Subcontractors maintain the required insurance coverage. The County retains the right to obtain copies of evidence of Subcontractor insurance coverage at any time.

9.24 INSURANCE COVERAGE REQUIREMENTS

9.24.1 General Liability insurance written on ISO policy form CG 00 01 or its equivalent with limits of not less than the following:

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

Such insurance shall be endorsed to include coverage for pollution legal liability and remediation with limits of not less than \$1 million each occurrence. Alternatively, such insurance may be provided through a separate policy.

9.24.2 Automobile Liability written on ISO policy form CA 00 01 or its equivalent with a limit of liability of not less than \$1 million for each accident. Such insurance shall include coverage for all “owned”, “hired” and “non-owned” vehicles, or coverage for “any auto”.

9.24.3 Workers’ Compensation and Employers’ Liability insurance providing workers’ compensation benefits, as required by the Labor Code of the State of California or by any other state, and for which the Contractor is responsible. If the Contractor’s employees will be engaged in maritime employment, coverage shall provide workers’ compensation benefits as required by the U.S. Longshore and Harbor Workers' Compensation Act, Jones Act or any other federal law for which the Contractor is responsible. In all cases, the above insurance also shall include Employers’ Liability coverage with limits of not less than the following:

Each Accident:	\$1 million
Disease - policy limit:	\$1 million
Disease - each employee:	\$1 million

9.25 INTERPRETATION OF SPECIFICATIONS

- 9.25.1 Should any misunderstanding arise, the Director will interpret this Contract. If the Contractor disagrees with the interpretation of the Director, the Contractor shall continue with the work in accordance with the Director's interpretation. Within thirty (30) days after receipt of the interpretation, the Contractor may file a written request for a hearing before a Disputes Review Panel as provided hereinafter. The written request shall outline in detail the area of dispute.
- 9.25.2 The Disputes Review Panel will be appointed by the Director and will be composed of not less than three County personnel having experience in the administration of contracts. The panel will convene within one (1) week of appointment in order to hear all matters related to the dispute. The hearing will be informal and formal rules of evidence will not apply. The Panel will submit its recommendation to the Director, for his consideration, within one (1) week following the conclusion of the hearing. The Director shall render an interpretation based upon his review of the Panel's recommendation.

9.26 NONDISCRIMINATION AND AFFIRMATIVE ACTION

- 9.26.1 The Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.
- 9.26.2 The Contractor shall certify to, and comply with, the provisions of Exhibit D, Contractor's EEO Certification.
- 9.26.3 The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during

employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

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

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

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

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

Federal Equal Employment Opportunity Commission that the Contractor has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by the County that the Contractor has violated the anti-discrimination provisions of this Contract.

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

9.27 NON EXCLUSIVITY

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

9.28 NOTICE OF DELAYS

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

9.29 NOTICES TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

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

9.30 NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW

The Contractor shall notify and provide to its employees, and shall require each Subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in Exhibit G of this Contract and is also available on the Internet at www.babysafela.org for printing purposes.

9.31 NOTICES

All notices or demands required or permitted to be given or made under this Contract shall be in writing and shall be faxed, electronically mailed (e-mailed), hand delivered with signed receipt, or mailed by first-class registered or certified mail, postage prepaid. The address to be used for any given notice served by mail upon the Contractor shall be AquaBio Environmental Technologies, Inc., Attention: Dennis Hayashi, 4712 Admiralty Way, #156, Marina Del Rey, CA 90292. Any notice served by mail upon the County shall be addressed to the Director of Parks and Recreation, Attention: Contract Development, Compliance and Special Districts Division, 301 North Baldwin Avenue, Arcadia, CA 91007, or such other place as may hereinafter be designated in writing to the Contractor by the Director. Addresses may be changed by either party giving ten (10) days prior written notice thereof to the other party. The Director shall have the authority to issue all notices or demands required or permitted by the County under this Contract.

9.32 PUBLIC RECORDS ACT

9.32.1 Any documents submitted by the Contractor; all information obtained in connection with the County's right to audit and inspect the Contractor's documents, books, and accounting records pursuant to Subsection 9.34, Record Retention and Inspection/Audit Settlement, of this Contract; as well as those documents which were required to be submitted in response to the Request for Statement of Qualifications (RFSQ) used in the

solicitation process for this Contract, become the exclusive property of the County. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary." The County shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

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

9.33 PUBLICITY

- 9.33.1 The Contractor shall not disclose any details in connection with this Contract to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing the Contractor's need to identify its services and related clients to sustain itself, the Director shall not inhibit the Contractor from publishing its role under this Contract within the following conditions:
- a. The Contractor shall develop all publicity material in a professional manner; and
 - b. During the term of this Contract, the Contractor shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the County without the

prior written consent of the Director. The County shall not unreasonably withhold written consent.

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

9.34 RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT

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

9.34.1 In the event that an audit of the Contractor is conducted specifically regarding this Contract by any Federal or State auditor, or by any auditor or accountant employed by the Contractor or otherwise, then the Contractor shall file a copy of such audit report with the

County's Auditor-Controller within thirty (30) days of the Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Contract. Subject to applicable law, the County shall make a reasonable effort to maintain the confidentiality of such audit report(s).

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

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

9.35 RECYCLED BOND PAPER

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

9.36 REMEDIES/LIQUIDATED DAMAGES

- 9.36.1 If, in the judgment of the Director, the Contractor is deemed to be non-compliant with the terms and obligations assumed hereby, the Director, at his option, in addition to, or in lieu of, other remedies provided herein, may withhold the entire payment or deduct pro rata from the Contractor's invoice for work not performed. The work not performed and the amount to be withheld or deducted from payments to the Contractor from the County, will be forwarded to the Contractor by the Director in a written notice describing the reasons for said action.
- 9.36.2 If the Director determines that there are deficiencies in the performance of this Contract that the Director deems are correctable by the Contractor over a certain time span, the Director will provide a written notice to the Contractor to correct the deficiency within specified time frames. Should the Contractor fail to correct deficiencies within said time frame, the Director may: (a) Deduct from the Contractor's payment, pro rata, those applicable portions of the Contract Sum; and/or (b) Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the Contractor to correct a deficiency within the said specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages is One Hundred Dollars (\$100) per day and that the Contractor shall be liable to the County for liquidated damages in said amount. Said amount shall be deducted from the County's payment to the Contractor; and/or upon giving five (5) days notice to the Contractor for failure to correct the deficiencies, the County may correct any and all deficiencies and the total costs incurred by completion of the work by an alternate source, whether it be County forces or a separate private contractor, will be deducted and forfeited from the payment to the

Contractor from the County, as determined by the County. The action above shall not be construed as a penalty but as an adjustment of payment to the Contractor to recover County cost due to the failure of the Contractor to complete or comply with the provisions of this Contract.

- 9.36.3 In addition to the remedies provided heretofore, this Contract may be terminated per Subsection 9.40, Termination for Default, of the Contract upon the Contractor's failure to correct deficiencies in a timely manner.
- 9.36.4 This Subparagraph shall not, in any manner, restrict or limit the County's right to damages for any breach of this Contract provided by law or as specified in Subparagraph 9.36.2 above, and shall not, in any manner, restrict or limit the County's right to terminate this Contract as agreed to herein.

9.37 SUBCONTRACTING

- 9.37.1 The requirements of this Contract may not be subcontracted by the Contractor **without the advance written approval of the County**. Any attempt by the Contractor to subcontract without the prior consent of the County may be deemed a material breach of this Contract.
- 9.37.2 If the Contractor desires to subcontract, the Contractor shall provide the following information promptly at the County's request:
- a. A description of the work to be performed by the subcontractor;
 - b. A draft copy of the proposed subcontract; and
 - c. Other pertinent information and/or certifications requested by the County.
 - d. The Contractor shall ensure delivery of all such documents to the Department at the address provided in Subsection 9.31, Notices, before any subcontractor employee may perform any work hereunder.
- 9.37.3 The Contractor shall remain fully responsible for all performances

required of it under this Contract, including those that the Contractor has determined to subcontract, notwithstanding the County's approval of the Contractor's proposed subcontract.

- 9.37.4 The County's consent to subcontract shall not waive the County's right to prior and continuing approval of any and all personnel, including subcontractor employees, providing services under this Contract. The Contractor is responsible to notify its subcontractors of this County right.
- 9.37.5 The Director is authorized to act for and on behalf of the County with respect to approval of any subcontract and subcontractor employees.
- 9.37.6 The Contractor shall be solely liable and responsible for all payments or other compensation to all subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the County's consent to subcontract.
- 9.37.7 In the event Director should consent to subcontracting:
- a. each and all of the provisions of this Contract and any amendment thereto shall extend to and be binding upon and inure to the benefit of the successors or administrators of the respective parties; and
 - b. the Contractor shall include in all subcontracts the following provision: "This Contract is a subcontract under the terms and conditions of a prime Contract with the County of Los Angeles. All representations and warranties shall inure to the benefit of the County of Los Angeles."
- 9.37.8 The Contractor shall obtain all Certificates of Insurance, which establish that the Subcontractor maintains all the programs of insurance required by the County, from each approved Subcontractor.
- 9.37.9 The Contractor shall indemnify, defend, and hold harmless County from any and all liability arising or resulting from the

employment of any subcontractors and their employees in the same manner as for the Contractor's own employees.

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

Failure of the Contractor to maintain compliance with the requirements set forth in Subparagraph 9.14, Contractor's Warranty of Adherence to County's Child Support Compliance Program, shall constitute default under this Contract. Without limiting the rights and remedies available to the County under any other provision of this Contract, failure of the Contractor to cure such default within ninety (90) calendar days of written notice shall be grounds upon which the County may terminate this Contract pursuant to Subparagraph 9.40, Termination for Default, and pursue debarment of the Contractor, pursuant to County Code Chapter 2.202.

9.39 TERMINATION FOR CONVENIENCE BY COUNTY

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

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

- a. Stop work under this Contract on the date and to the extent specified in such notice, and
- b. Complete performance of such part of the work as shall not have been terminated by such notice.

9.39.3 After receipt of a Notice of Termination, the Contractor shall submit to the Director, in the form and with the certification as may be prescribed by the County, its termination claim and

invoice. Such claim and invoice shall be submitted promptly, but not later than three (3) months from the effective date of termination. Upon failure of the Contractor to submit its termination claim and invoice within the time allowed, the County may determine, on the basis of information available to the County, the amount, if any, due to the Contractor in respect to the termination, and such determination shall be final. After such determination is made, the County shall pay the Contractor the amount so determined.

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

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

9.40 TERMINATION FOR DEFAULT

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

- a. The Contractor has materially breached this Contract;
 - b. The Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required under this Contract;
 - c. The Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or of any obligations of this Contract and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.
- 9.40.2 Upon the occurrence of Subparagraph 9.40.1, this Contract shall be subject to termination. As a condition precedent thereto, the Director shall give the Contractor a minimum of three (3) days notice by registered or certified mail or personal service of the date set for termination thereof; the grounds therefor; and that an opportunity to be heard thereon will be afforded on or before said termination date, if request is made therefor.
- 9.40.3 Notwithstanding the above, the Director, in his/her sole discretion, may refrain from recommending immediate termination of this Contract for default if the Director, in his/her sole discretion, determines that the default is capable of being cured and (1) the Contractor cures its default within a five (5) day period after notice is given, or (2) if the default cannot reasonably be cured within the five (5) days after notice is given, the Contractor reasonably commences to cure its default within the five (5) day period and diligently and in good faith continues to cure the default. If the Contractor fails to cure the default to the Director's satisfaction, the Director shall recommend termination for default to the Board of Supervisors.
- 9.40.4 In the event that the County terminates this Contract in whole or in part as provided in this section, the County may procure, upon

such terms and in such manner as the County may deem appropriate, goods and services similar to those so terminated. Any excess costs, as determined by the Director, arising therefrom over and above the contract sum may be charged against the Contractor. The Contractor shall continue the performance of this Contract to the extent not terminated under the provisions of this Subparagraph.

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

9.40.6 In the event the County terminates this Contract in its entirety due to the Contractor's default as provided in Subparagraph 9.40.1, the Contractor and the County agree that the County will have actual damages, which are extremely difficult to calculate and impracticable to fix and which will include, but are not limited to, the

County's costs of procurement of replacement services and costs incurred due to delays in procuring such services. Therefore, the Contractor and the County agree that the County shall, at its sole option and in lieu of the provisions of Subparagraph 9.40.2, be entitled to liquidated damages from the Contractor, pursuant to California Civil Code Section 1671, in the amount of Five Thousand Dollars (\$5,000) or five percent (5%) of the applicable year's Contract sum, whichever is less, as equitable compensation to the County for such actual damages. This amount of liquidated damages shall be either paid by the Contractor to the County by cash payment upon demand or, at the sole discretion of the Director, or designee, deducted from any amounts due to the Contractor by the County, whether under this Contract or otherwise.

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

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

9.40.8 The rights and remedies of the County provided in this Subparagraph 9.40 shall not be exclusive and are in addition to

any other rights and remedies provided by law or under this Contract.

9.41 TERMINATION FOR IMPROPER CONSIDERATION

- 9.41.1 The County may, by written notice to the Contractor, immediately terminate the right of the Contractor to proceed under this Contract if it is found that consideration, in any form, was offered or given by the Contractor, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing this Contract or securing favorable treatment with respect to the award, amendment, or extension of this Contract or the making of any determinations with respect to the Contractor's performance pursuant to this Contract. In the event of such termination, the County shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default by the Contractor.
- 9.41.2 The Contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.
- 9.41.3 Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.

9.42 TERMINATION FOR INSOLVENCY

- 9.42.1 The County may terminate this Contract forthwith in the event of the occurrence of any of the following:
- a. Insolvency of the Contractor. The Contractor shall be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the

Contractor is insolvent within the meaning of the Federal Bankruptcy Code;

- b. The filing of a voluntary or involuntary petition regarding the Contractor under the Federal Bankruptcy Code;
- c. The appointment of a Receiver or Trustee for the Contractor; or
- d. The execution by the Contractor of a general assignment for the benefit of creditors.

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

9.43 TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE

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

9.44 TERMINATION FOR NON-APPROPRIATION OF FUNDS

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

9.45 TERMINATION UPON TRANSFER OF TITLE OR PARK CLOSURE

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

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

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

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

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

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

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

9.46 VALIDITY

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

9.47 WAIVER

No waiver by the County of any breach of any provision of this Contract 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 Contract shall not be construed as a waiver thereof. The rights and remedies set forth in this Subparagraph 9.49 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

9.48 WARRANTY AGAINST CONTINGENT FEES

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

9.48.2 For breach of this warranty, the County shall have the right to terminate this Contract and, at its sole discretion, deduct from the Contract price or consideration, or otherwise recover, the full

amount of such commission, percentage, brokerage, or contingent fee.

10.0 ENTIRE CONTRACT

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

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IN WITNESS WHEREOF, Contractor has executed this Contract, or caused it to be duly executed and the County of Los Angeles, by order of its Board of Supervisors has caused this Contract to be executed on its behalf by the Chairman of said Board and attested to by the Executive Officer-Clerk of the Board of Supervisors thereof, the day, month and year first above written.

COUNTY OF LOS ANGELES

By *Yvonne B. Burke*
YVONNE B. BURKE
CHAIR, BOARD OF SUPERVISORS

CONTRACTOR

AquaBio Environmental Technologies Inc.

By *[Signature]*

ATTEST:

SACHI A. HAMAI
Executive Officer-Clerk
of the Board of Supervisors
for the County of Los Angeles

By *[Signature]*
Deputy



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

SACHI A. HAMAI
Executive Officer
Clerk of the Board of Directors

By *[Signature]*
Deputy

APPROVED AS TO FORM:
RAYMOND G. FORTNER, JR.

County Counsel

By *[Signature]*
Helen S. Parker, Principal Deputy

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

33 DEC 04 2007

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

STATE OF CALIFORNIA }
 }
 } s.s.
COUNTY OF LOS ANGELES }

On this 8TH day of November, 2007, before me, Conny B. McCormack, the Registrar-Recorder/County Clerk of the County of Los Angeles, personally appeared DeAna Vitela-Hayashi, as the Director of AquaBio Environmental Technologies Inc. personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that the person executed the same in his/her authorized capacity, and that by his/her signature on the instrument the Corporation upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.



Conny B. McCormack
Registrar-Recorder / County Clerk
County of Los Angeles

By 
Deputy County Clerk

EXHIBIT A

AS-NEEDED SERVICES AQUATIC WEED AND ALGAE GROWTH CONTROL SERVICES STATEMENT OF WORK

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EXHIBIT A

As-Needed Services Aquatic Weed and Algae Growth Control STATEMENT OF WORK

I. ADMINISTRATIVE SPECIFICATIONS

1.0 GENERAL REQUIREMENTS

- 1.1 The Contractor shall thoroughly complete each task in a professional, workmanlike manner. To this end, the Contractor will use quality equipment and materials that comply with all current regulations. The safety of workers, passersby, and the public shall be paramount.
- 1.2 The Contractor shall provide the labor, materials, equipment, and all other related items necessary for the provision of aquatic weed and algae growth control services, except as otherwise specified hereinafter. Tasks shall be performed with nothing but the highest of standards at no less than the frequencies set forth herein.
- 1.3 The Contractor is hereby required to render and provide aquatic weed and algae growth control services pursuant to specifications and frequencies established by the County of Los Angeles Department of Parks and Recreation, as set forth herein or revised by the County.
- 1.4 The Contractor shall not work or perform any operations, particularly during periods of inclement weather, which may destroy or damage groundcover, athletic or turf areas.
- 1.5 The Contractor recognizes, that during the course of this Contract, other activities and operations may be conducted by County work forces and other contracted parties. These activities may include, but not be limited to, landscape refurbishment, irrigation system modification or repair, construction and/or storm related operations. The Contractor may be required to modify or curtail certain tasks and operations and shall promptly comply with any request therefor by the Director.
- 1.6 The Contractor shall, during the hours and days of service, as identified in Section 6.0, respond to all emergencies within two (2) hours of notification.
- 1.7 The Contractor shall be required to clearly identify and equip each vehicle used at said facilities with decals on the exterior right and left front door panels identifying the Contractor's name, and phone number.

2.0 FACILITIES

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

Alondra Park, 8700 West Manhattan Beach Blvd., Lawndale

Bonelli Regional County Park, 120 Via Verde Drive, San Dimas

Castaic Lake Recreation Area, 32132 Castaic Lake Drive, Castaic

Cerritos Community Regional Park, 19700 South Bloomfield Avenue, Cerritos

Kenneth Hahn Recreation Area, 4100 North La Cienega Blvd., Los Angeles

La Mirada Community Regional Park, 13701 South Adelfa Avenue, La Mirada

Magic Johnson Recreation Area, 905 East El Segundo Blvd., Los Angeles

Santa Fe Dam Recreation Area, 15501 East Arrow Hwy., Irwindale

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

3.0 CERTIFICATIONS/REPORTS

3.1 Service Function Report

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

3.2 Certifications and Chemical Use Report

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

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

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

EXHIBIT A

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

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

4.0 ADDITIONAL WORK

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

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

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

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

5.0 SAFETY

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

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

6.0 HOURS AND DAYS OF SERVICES

- 6.1 The hours and dates of services shall be established when services are procured at each facility.
- 6.2 The Contractor shall provide adequate staffing to perform the required lake ancillary services during the prescribed service. Any changes in the days and hours of operation prescribed above shall be subject to approval by the Director.
- 6.3 Per the State of California Labor Code, the Contractor is directed to the following prescribed requirement with respect to the hours of employment. Eight (8) hours of labor under this Contract shall constitute a legal day's work and said Contractor shall not require or permit any laborer, worker or mechanic, or any subcontractor employed by him to perform any of the work described herein to labor more than eight (8) hours during any one day or more than forty (40) hours during any one calendar week, except as authorized by Labor Code Section 1815, under penalty of paying to the County the sum of Twenty-Five Dollars (\$25) for each laborer, worker or mechanic employed in the execution of said Contract by the Contractor, or any subcontractor under the Contractor, upon any of the work included in said Contract for each calendar day during which such laborer, worker, technician, specialist or mechanic is required or permitted to labor more than eight (8) hours in any one calendar day or forty (40) hours in any one calendar week, in violation of the provisions of Section 1811 to 1815, inclusive, of the Labor Code of the State of California.

7.0 SERVICE SCHEDULES

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

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

8.0 SIGNS/IMPROVEMENTS

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

9.0 NON-INTERFERENCE

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

10.0 USE OF CHEMICALS

- 10.1 All work involving the use of chemicals shall be in compliance with all Federal, State, County and local laws and will be accomplished by a Qualified Applicator under the direction of a Licensed Pest Control Advisor. The Contractor, in complying with the California Food and Agricultural Code, shall provide a copy of a valid Pest Control Business License, a valid Pest Control Advisor's License and a Qualified Applicator's License prior to using any and all applicable chemicals within the area(s) to be serviced.
- 10.2 The Contractor, in addition to complying with the California Food and Agricultural Code, must be registered with the Los Angeles County Agricultural Commission. The Contractor shall also be certified in categories E of the Pest Control Advisor's License and in category F of the Qualified Applicator's License.
- 10.3 A listing of proposed chemicals to be used including: commercial name, application rates and type of usage shall be submitted to the Director for approval at the commencement of the contract. No work shall begin until written approval of use is obtained from the Director.
- 10.4 Chemicals shall only be applied by those persons possessing a valid California Certified Applicator's license. Application shall be in strict accordance with all governing regulations.
- 10.5 All chemicals requiring a special permit for use must be registered with the County Agricultural Commissioner's Office and a permit obtained with a copy to the Los Angeles County Department of Parks and Recreation.

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- 10.6 All regulations and safety precautions listed in the "Pesticide Information and Safety Manual" published by the University of California at Berkley shall be adhered to.
- 10.7 Chemicals shall be applied when air currents are still; preventing drifting onto adjacent property and preventing any toxic exposure to persons whether or not they are in or near the area of application.
- 10.8 Notice must be given to appropriate Federal, State, County and local governing agencies prior to applying chemicals.

11.0 NOISE

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

PART II. AS NEEDED SERVICES

12.0 ALONDRA PARK

12.1 Services

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

12.2 Application

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

12.3 Monitoring and Reporting

12.3.1 Task 1

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

12.3.2 Task 2

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

EXHIBIT A

12.3.3 Task 3

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

12.3.4 Task 4

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

12.4 Fee Schedule

12.4.1 Application Costs

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

12.4.2 Monitoring and Reporting Costs

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

12.4.3 Sub-Total Project Costs

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

12.4.4 Frequency

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

12.4.5 Cost of Services

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

13.0 BONELLI REGIONAL COUNTY PARK

13.1 Services

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

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13.2 Application

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

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

13.3 Monitoring and Reporting

13.3.1 Task 1

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

13.3.2 Task 2

Perform NPDES Permit required Pre-Treatment Water Quality Monitoring

13.3.3 Task 3

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

13.3.4 Task 4

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

13.3.5 Task 5

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

13.4 Fee Schedule

13.4.1 Application Costs

Application Costs should include all materials (aquatic herbicides and algaecides), labor, technical advice, and equipment mobilization and demobilization, and all other costs associated with the respective treatments. Fee Schedules are

EXHIBIT A

on a per acre basis, with final Section Treatment Areas to be determined on budget availability.

13.4.2 Monitoring and Reporting Costs

Water Quality Monitoring and Reporting Costs are lump sum amounts that include: water sample collection and lab fees for Tasks Two through Four identified in Section 13.3 above; for compliance with the Los Angeles County Agricultural Commissioner (Ag Commissioner) requirements and report filing; and for compliance with Water Quality Order No. 2004-0009-DWQ and filing the Annual Report with the Regional Water Quality Control Board for the lake.

13.4.3 Sub-Total Project Costs

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

13.4.4 Frequency

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

13.4.5 Cost of Services

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

14.0 CASTAIC LAKE RECREATION AREA

14.1 Services

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

14.2 Application

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

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- Shoreline area North of the Fishing Pier: 490' long by 50' wide (0.56 acres)
 - Shoreline area West side of lake: 700' long by 50' wide (1 acre)
- b) The area of Potamogeton (Small pondweed) growths represents approximately 35 acres. Recommended product should be applied per four (4) acre foot in the specified areas. The average depth in the treatment areas is estimated at four (4) foot. The western half of this area may require a second application later in the season.
- c) Filamentous algae growths impact Castaic Lake Lagoon during the summer months. Recommended algaecide product used should be based on treatment area size and NPDES Permit requirements. In addition, the product may be used in the event large areas of the lake require treatment due to the water hardness in the lake, and the discharge limitations imposed by the SWRCB under the NPDES Permit, which limit the potential for the use of copper-based algaecides to very small areas for spot treatments only. It is anticipated that approximately 10% of the lake area, or approximately 20 acres along the swim beach areas and eastern shore, would require treatments for the control of algae in 2008.

14.3 Monitoring and Reporting

14.3.1 Task 1

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

14.3.2 Task 2

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

14.3.3 Task 3

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

14.3.4 Task 4

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

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14.4 Fee Schedule

14.4.1 Application Costs

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

14.4.2 Monitoring and Reporting Costs

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

14.4.3 Sub-Total Project Costs

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

14.4.4 Frequency

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

14.4.5 Cost of Services

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

15.0 CERRITOS COMMUNITY REGIONAL PARK

15.1 Services

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

15.2 Application

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

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15.3 Monitoring and Reporting

15.3.1 Task 1

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

15.3.2 Task 2

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

15.3.3 Task 3

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

15.3.4 Task 4

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

15.4 Fee Schedule

15.4.1 Application Costs

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

15.4.2 Monitoring and Reporting Costs

Water Quality Monitoring and Reporting Costs are lump sum amounts that include water sample collection and lab fees for Tasks One through Three identified in Section 15.3 above and for compliance with the Los Angeles County Agricultural Commissioner (Ag Commissioner) requirements and report filing.

15.4.3 Sub-Total Project Costs

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

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15.4.4 Frequency

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

15.4.5 Cost of Services

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

16.0 KENNETH HAHN RECREATION AREA

16.1 Services

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

16.2 Application

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

16.3 Monitoring and Reporting

16.3.1 Task 1

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

16.3.2 Task 2

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

16.3.3 Task 3

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

16.3.4 Task 4

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

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16.3.5 Task 5

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

16.4 Fee Schedule

16.4.1 Application Costs

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

16.4.2 Monitoring and Reporting Costs

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

16.4.3 Sub-Total Project Costs

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

16.4.4 Frequency

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

16.4.5 Cost of Services

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

17.0 LA MIRADA COMMUNITY REGIONAL PARK

17.1 Services

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

EXHIBIT A

17.2 Application

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

17.3 Monitoring and Reporting

17.3.1 Task 1

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

17.3.2 Task 2

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

17.3.3 Task 3

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

17.3.4 Task 4

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

17.4 Fee Schedule

17.4.1 Application Costs

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

17.4.2 Monitoring and Reporting Costs

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

EXHIBIT A

17.4.3 Sub-Total Project Costs

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

17.4.4 Frequency

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

17.4.5 Cost of Services

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

18.0 MAGIC JOHNSON RECREATION AREA

18.1 Services

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

18.2 Application

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

18.3 Monitoring and Reporting

18.3.1 Task 1

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

18.3.2 Task 2

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

EXHIBIT A

18.3.3 Task 3

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

18.3.4 Task 4

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

18.4 Fee Schedule

18.4.1 Application Costs

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

18.4.2 Monitoring and Reporting Costs

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

18.4.3 Sub-Total Project Costs

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

18.4.4 Frequency

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

18.4.5 Cost of Services

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

19.0 SANTA FE DAM RECREATION AREA

19.1 Services

Provide aquatic weed control services in the Santa Fe Dam Lake.

EXHIBIT A

19.2 Application

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

19.3 Monitoring and Reporting

19.3.1 Task 1

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

19.3.2 Task 2

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

19.3.3 Task 3

Perform NPDES Permit required Pre-Treatment Water Quality Monitoring.

19.3.4 Task 4

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

19.3.5 Task 5

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

19.3.6 Task 6

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

19.3.7 Task 7

Treat the entire lake system as needed for aquatic weed/nuisance growth fourteen (14) days following the initial application outlined under Task One above, perform Post

EXHIBIT A

Treatment monitoring per the NPDES Permit requirements. Document and record the Product Treatment areas of the lake using DGPS equipment, and produce a map of the treatment areas for regulatory reporting purposes.

19.3.8 Task 8

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

19.3.9 Task 9

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

19.3.10 Task 10

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

19.3.11 Task 11

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

19.4 Fee Schedule

19.4.1 Application Costs

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

19.4.2 Monitoring and Reporting Costs

Water Quality Monitoring and Reporting Costs are lump sum amounts that include: water sample collection and lab fees for Tasks Two through Eleven identified in Section 19.3 above; for compliance with the Los Angeles County Agricultural Commissioner (Ag Commissioner) requirements and report filing; and for compliance with Water Quality Order No. 2004-0009-DWQ and filing the Annual Report with the Regional Water Quality Control Board for the lake.

EXHIBIT A

19.4.3 Sub-Total Project Costs

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

19.4.4 Frequency

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

19.4.5 Cost of Services

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

EXHIBIT B

COUNTY'S ADMINISTRATION

CONTRACT NUMBER _____

WORK ORDER NUMBER _____

CONTRACT PROJECT DIRECTOR (CPD):

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

PROJECT DIRECTOR:

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

PROJECT MANAGER:

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

EXHIBIT C

CONTRACTOR'S ADMINISTRATION

AquaBio Environmental Technologies, INC.

CONTRACT NUMBER _____

WORK ORDER NUMBER _____

CONTRACTOR'S PROJECT DIRECTOR:

Name: _DeAna Vitela-Hayashi
Title: Director
Address: 4712 Admiralty Way, # 156
 Marina Del Rey, CA 90066
Telephone: (310) 397-3114
Facsimile: _____
E-Mail Address: deana@aquabiocleanup.com

CONTRACTOR'S AUTHORIZED OFFICIAL(S)

Name: Dennis Hayashi
Title: President
Address: 4712 Admiralty Way, # 156
 Marina Del Rey, CA 90066
Telephone: (310) 397-3114
Facsimile: _____
E-Mail Address: ocean3102000@yahoo.com

Name: _____
Title: _____
Address: _____

Telephone: _____
Facsimile: _____
E-Mail Address: _____

Notices to Contractor shall be sent to the following address:

Address: 4712 Admiralty Way, # 156
 Marina Del Rey, CA 90066
Telephone: (310) 397-3114
Facsimile: _____
E-Mail Address: deana@aquabiocleanup.com

EXHIBIT C

CONTRACTOR'S ADMINISTRATION

AquaBio Environmental Technologies, Inc.

CONTRACT NUMBER _____

WORK ORDER NUMBER _____

The information in items #1 through #4 below is requested for informational purposes only.

1. If your firm is a corporation, enter its legal name (as found in your Articles of Incorporation) and the state where incorporated:

AquaBio Environmental Technologies, Incorporated – A California Corporation
(Name and State)

2. If your firm is a partnership _____, or a sole proprietorship _____, enter the name of the proprietor or managing partner:

3. Is your firm doing business under one or more DBA's? No _____

If yes, please list all DBA's and the County(s) of registration:

Name

County of Registration

4. Is your firm wholly or majority owned by, or a subsidiary of, another firm? No _____

Name of parent firm: _____

State of incorporation or registration of parent firm: _____

EXHIBIT D

VENDOR'S EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

AquaBio Environmental Technologies, Inc.

Vendor's Name

4712 Admiralty Way #156, Marina del Rey, CA 90292

Business Address

20-4660495

Internal Revenue Service Employer Identification Number

GENERAL

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

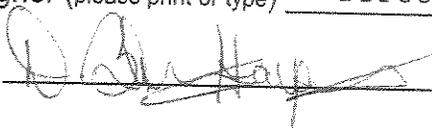
VENDOR'S CERTIFICATION

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

Name (please print or type) DeAna Marie Brankovic-Hayashi

Title of Signer (please print or type) Director

Signature



Date

4/10/07

EXHIBIT E

Title 2 Administration Chapter 2.203 Contractor Employee Jury Service

2.203.010 Findings.

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

2.203.020 Definitions.

The following definitions shall be applicable to this chapter:

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

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

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

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

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

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

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

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

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

EXHIBIT E

Title 2 Administration Chapter 2.203 Contractor Employee Jury Service

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

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

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

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

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

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

2.203.030 Applicability.

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

2.203.040 Contractor Jury Service Policy.

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

2.203.050 Other Provisions.

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

EXHIBIT E

Title 2 Administration Chapter 2.203 Contractor Employee Jury Service

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

2.203.060 Enforcement and Remedies.

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

1. Recommend to the board of supervisors the termination of the contract; and/or,
2. Pursuant to chapter 2.202, seek the debarment of the contractor. (Ord. 2002-0015 § 1 (part), 2002)

2.203.070 Exceptions.

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

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

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

1. Has ten or fewer employees during the contract period; and,
2. Has annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, are less than \$500,000; and,
3. Is not an affiliate or subsidiary of a business dominant in its field of operation.

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

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

2.203.090 Severability.

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

EXHIBIT F



Department of the Treasury
Internal Revenue Service

Notice 1015

(Rev. December 2006)

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

What Is the EIC?

The EIC is a refundable tax credit for certain workers.

Which Employees Must I Notify About the EIC?

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

Note. You are encouraged to notify each employee whose wages for 2006 are less than \$38,348 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, 2007.

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

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

The basic requirements are covered in Notice 797. For more detailed information, the employee needs to see the 2006 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 2006 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 2006 and owes no tax but is eligible for a credit of \$824, he or she must file a 2006 tax return to get the \$824 refund.

How Do My Employees Get Advance EIC Payments?

Eligible employees who expect to have a qualifying child for 2007 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 (Circular E), Employer's Tax Guide.

Notice **1015** (Rev. 12-2006)
Cat. No. 205991



**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 G

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.

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 también está apoyada por First 5 LA y INFO LINE de Los Angeles.

EXHIBIT G

¿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 brazaletes y el padre/madre recibirá un brazaletes 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 antecedentes 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.

EXHIBIT H1

AS-NEEDED AQUATIC WEED AND ALGAE GROWTH CONTROL SERVICES CONTRACT WORK ORDER

CERTIFICATION OF EMPLOYEE STATUS

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

AquaBio Environmental Technologies, Inc.

Work Order Number _____

County Contract Number _____

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

EMPLOYEES

1. _____
2. _____
3. _____
4. _____

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

Signature of Authorized Official

Printed Name of Authorized Official

Title of Authorized Official

Date

EXHIBIT H2

**AS-NEEDED AQUATIC WEED AND ALGAE GROWTH CONTROL SERVICES
CONTRACT WORK ORDER**

CERTIFICATION OF NO CONFLICT OF INTEREST

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

AquaBio Environmental Technologies, Inc.

Work Order Number _____

County Contract Number _____

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

“Certain contracts prohibited.

- A. Notwithstanding any other section of this code, the county shall not contract with, and shall reject any bid or proposal submitted by, the persons or entities specified below, unless the Board of Supervisors finds that special circumstances exist which justify the approval of such contract:
 - 1. Employees of the County or of public agencies for which the Board of Supervisors is the governing body;
 - 2. Profit-making firms or businesses in which employees described in subdivision 1 of subsection A serve as officers, principals, partners, or major shareholders;
 - 3. Persons who, within the immediately preceding 12 months, came within the provisions of subdivision 1 of subsection A, and who:
 - a. Were employed in positions of substantial responsibility in the area of service to be performed by the contract; or
 - b. Participated in any way in developing the contract or its service specifications; and
 - 4. Profit-making firms or businesses in which the former employees, described in subdivision 3 of subsection A, serve as officers, principals, partners, or major shareholders.”

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

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

Signature of Authorized Official

Printed Name of Authorized Official

Title of Authorized Official

Date

EXHIBIT H3

**AS-NEEDED AQUATIC WEED AND ALGAE GROWTH CONTROL SERVICES
CONTRACT WORK ORDER
Contractor Employee Acknowledgement and Confidentiality Agreement**

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

AquaBio Environmental Technologies, Inc.

Work Order Number _____ County Contract Number _____

Employee Name _____

GENERAL INFORMATION:

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

EMPLOYEE ACKNOWLEDGEMENT:

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

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

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

CONFIDENTIALITY AGREEMENT:

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

Initials of Signer _____

EXHIBIT H3

Contractor Name AquaBio Environmental Technologies, Inc. County Contract Number _____

Work Order Number _____ Employee Name _____

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

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

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

SIGNATURE: _____

DATE: ____/____/____

PRINTED NAME: _____

POSITION: _____

EXHIBIT H4

**AS-NEEDED AQUATIC WEED AND ALGAE GROWTH CONTROL SERVICES
CONTRACT WORK ORDER**

Contractor Non-Employee Acknowledgement and Confidentiality Agreement

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

AquaBio Environmental Technologies, Inc.

Work Order Number _____

County Contract Number _____

Non-Employee Name _____

GENERAL INFORMATION:

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

NON-EMPLOYEE ACKNOWLEDGEMENT:

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

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

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

CONFIDENTIALITY AGREEMENT:

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

Initials of Signer _____

EXHIBIT H4

Contractor Name **AquaBio Environmental Technologies, Inc.** Contract Number _____

Work Order Number _____ Non-Employee Name _____

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

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

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

SIGNATURE: _____ DATE: ____/____/____

PRINTED NAME: _____

POSITION: _____

EXHIBIT I

CONTRACTOR CONFIDENTIALITY CERTIFICATION

CONTRACTOR NAME AquaBio Environmental Technologies Inc. Contract No. _____

GENERAL INFORMATION:

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

CONTRACTOR ACKNOWLEDGEMENT:

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

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

CONFIDENTIALITY AGREEMENT:

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

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

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

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

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

SIGNATURE: [Handwritten Signature] DATE: 11/08/07

PRINTED NAME: DEANA Vitela-Hayashi

POSITION: Director

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



**CONTRACT
BY AND BETWEEN**

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

and

CLEAN LAKES INC.

for

**AS-NEEDED
AQUATIC WEED AND ALGAE GROWTH CONTROL SERVICES**

at

VARIOUS DEPARTMENT LAKE FACILITIES

January 2008

76401

**AS-NEEDED SERVICES CONTRACT PROVISIONS
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**CONTRACT BETWEEN
COUNTY OF LOS ANGELES
DEPARTMENT OF PARKS AND RECREATION
AND
CLEAN LAKES INC.
FOR AS-NEEDED
AQUATIC WEED AND ALGAE GROWTH CONTROL SERVICES**

This Contract and Exhibits made and entered into this 4TH day of DECEMBER, 2007, by and between the County of Los Angeles, Department of Parks and Recreation, hereinafter referred to as the County, and Clean Lakes Inc., hereinafter referred to as the Contractor, to provide As-Needed Aquatic Weed and Algae Growth Control Services.

RECITALS

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

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

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

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

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

1.0 APPLICABLE DOCUMENTS

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

- 1.1 EXHIBIT A - Statement of Work
- 1.2 EXHIBIT B - County's Administration
- 1.3 EXHIBIT C - Contractor's Administration
- 1.4 EXHIBIT D – Contractor's EEO Certification
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- 1.7 EXHIBIT G - Safely Surrendered Baby Law
- 1.8 EXHIBIT H - Forms Required for each Work Order before Work Begins
- 1.9 EXHIBIT I - Contractor Acknowledgement and Confidentiality Agreement

2.0 DEFINITIONS

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

- 2.1 **Board of Supervisors:** The Board of Supervisors of the County of Los Angeles acting as governing body or their designee.
- 2.2 **Contract:** Agreement executed between County and individual Contractor. It sets forth the terms and conditions for the issuance and performance of, and otherwise governs, subsequent Work Order services.
- 2.3 **Contractor Project Manager:** The individual designated by the Contractor to administer the Contract operations after the Contract award.
- 2.4 **County Contract Program Director (CPD):** Person designated by Director with authority to negotiate and recommend all changes on behalf of County.

- 2.5 County Project Director:** Person designated by Director with authority to approve all Work Order solicitations and executions.
- 2.6 County Project Manager:** Person designated as chief contact person with respect to the day-to-day administration of the Contract.
- 2.7 Day(s):** Calendar day(s) unless otherwise specified.
- 2.8 Department:** The County of Los Angeles Department of Parks and Recreation acting on behalf of the County for matters relating to this Contract.
- 2.9 Director:** The Director of the Department of Parks and Recreation, County of Los Angeles, acting on behalf of the County on contractual or administrative matters relating to the enforcement of this Contract, or his designee.
- 2.10 Fiscal Year:** The twelve (12) month period beginning July 1st and ending the following June 30th.
- 2.11 Statement of Work:** The written description of tasks, directions, provisions, and requirements provided by County and special provisions pertaining to the method, frequency, manner and place of performing services for a specific Work Order.
- 2.12 Work Order:** A subordinate agreement executed wholly within and subject to the provisions of this Contract, for the performance of tasks and/or provision of deliverables as described in a Statement of Work. Each Work Order shall result from bids, solicited by and tendered to County, by Contractor. County shall select the lowest, qualified bid responding to the requirements of the proposed Work Order. No work shall be performed by Contractor except in accordance with a validly bid and executed Work Order.

3.0 CONTRACTOR SERVICES

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

- 3.2 If the Contractor provides any tasks, deliverables, goods, services, or other to work to Department that utilizes other than approved Contractor Personnel, and/or that goes beyond the Work Order expiration date, and/or that exceeds the Total Maximum Amount as specified in the Work Order as originally written or modified in accordance with Paragraph 8, Change Notices and Amendments, the same shall be deemed to be a gratuitous effort on the part of the Contractor, and the Contractor shall have no claim whatsoever against the County.
- 3.3 The Department procedures for issuing and executing Work Orders are set forth in this Sub-paragraph 3.3 as follows:
- Department determines that aquatic weed and algae growth control services need to be performed at one of facilities identified in Exhibit A, Statement of Work, of this contract.
 - Department develops Work Order Request and notifies Contractor in writing of the Work Order Request and mandatory Bid Conference.
 - Contractor must attend Bid Conference and shall submit a bid within the timeframe specified in the Work Order Request. Failure of Contractor to attend Bid Conference or submit its bid within the specified timeframe will disqualify Contractor from consideration of award of that particular Work Order.
 - Department staff shall review bids. Completion of review shall be within ten (10) days after the date set to receive bids.
 - Department shall issue and execute a Work Order with Contractor deemed to have the lowest cost.
 - Contractor shall be sent a "Notice To Proceed" letter indicating start date of services for that particular Work Order.
 - Payment for all work shall be on a fixed price for deliverable basis.
- 3.4 Each Work Order Request shall include a Statement of Work, a Fee Schedule, County's Contract Administration for that particular Work Order, and Contractor's Contract Administration for that particular Work Order.

- 3.5 Each "Notice To Proceed" letter shall include the Work Order executed by both the County's Contract Program Director and the Contractor's Project Manager, approved fee schedule (cost), County's Contract Administration for that particular Work Order, and Contractor's Contract Administration for that particular Work Order.
- 3.6 In the event that no bids are received for a particular Work Order Request, the Department shall either: (1) revise the Work Order Request and reissue it; (2) perform the services with County forces; or (3) contract with a separate private contractor. It is understood by Contractor that County's competitive bidding procedure may have the effect that no Work Orders are awarded to Contractor.
- 3.7 When a condition exists wherein the Director, in his/her sole discretion, determines that there is danger of injury to the public or of damage to public property and determines that the procedures outlined in Paragraph 3.3 above cannot be timely implemented, the Director may issue an emergency Work Order Request and Notice to Proceed to the Contractor to complete the emergency services. Said Work Order Request and Notice to Proceed shall include a "Not To Exceed Amount" and any special conditions that may affect the services to be provided.

4.0 TERM OF CONTRACT

- 4.1 The term of this Contract shall be for a period of one year commencing upon the first day of the month following the Board of Supervisors' approval, unless terminated sooner or extended, in whole or in part, as provided in this Contract.
- 4.2 The County shall have the sole option to extend the Contract term for up to four (4) additional one-year periods, for a maximum Contract term of five (5) years. Each such option year shall be exercised individually and at the sole discretion of the Director.
- 4.3 The Contractor shall notify the Department when this Contract is within six (6) months from the expiration of the term as provided for hereinabove. Upon occurrence of this event, the Contractor shall send written

notification to the Department at the address herein provided in Subparagraph 9.31, Notices, of this Contract.

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

5.0 CONTRACT SUM

- 5.1 Contractor shall not be entitled to any payment by County under this Contract except pursuant to validly executed and satisfactorily performed Work Orders. In each year of this Contract, the total of all amounts actually expended by County hereunder ("maximum annual expenditures") may not exceed One Hundred Thousand Dollars (\$100,000.00). The County has sole discretion to expend some, all, or none of such budgeted amounts.
- 5.2 The Contractor shall not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. Assumption or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any other entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, shall occur only with the County's express prior written approval.
- 5.3 In no event shall the Contractor be entitled to compensation exceeding the total contract amount unless the Contract is amended in writing pursuant to Section 8.0, Change Notices and Amendments.
- 5.4 No Payment for Services Provided Following Expiration/Termination of Contract**
- The Contractor shall have no claim against the County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by the Contractor after the expiration or other termination of this

Contract. Should the Contractor receive any such payment it shall immediately notify the County and shall immediately repay all such funds to the County. Payment by the County for services rendered after expiration/termination of this Contract shall not constitute a waiver of the County's right to recover such payment from the Contractor. This provision shall survive the expiration or other termination of this Contract.

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

5.6 Invoices and Payments

- 5.6.1 For providing the tasks, deliverables, services, and other work authorized pursuant to this Contract, Contractor shall separately invoice County for each Work Order on a fixed price per deliverable basis.
- 5.6.2 Payment for all work shall be on a fixed price per deliverable basis, subject to the Total Maximum Amount specified in each Work Order less any amounts assessed in accordance with Sub-paragraph 9.36, Remedies/Liquidated Damages.
- 5.6.3 County shall not pay Contractor for any overtime premiums, travel expenses, meals, lodging, holidays, vacation, sick leave, per diem, or miscellaneous expenses, etc.
- 5.6.4 All invoices submitted by the Contractor for payment pursuant to the Work Orders issued and executed hereunder must have the written approval of the County's Project Manager and County's Project Director prior to any payment thereof. In no event shall the County be liable or responsible for any payment prior to such written approval. The Contractor shall look for payment exclusively from the funds having been allocated by the Department for each specific Work Order.

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

5.6.6 Local Small Business Enterprises – Prompt Payment Program

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

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

6.0 ADMINISTRATION OF CONTRACT - COUNTY

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

6.1 County's Contract Program Director (CPD)

The CPD has the authority to negotiate, recommend all changes to this Contract, and resolve disputes between the Department and Contractor.

6.2 County's Project Director

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

6.3 County's Project Manager

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

6.3.1 The responsibilities of the Project Manger include:

- ensuring that the technical standards and task requirements articulated in the individual Work Order are satisfactorily

complied with, and shall provide, on request, such information, coordination, documentation, and materials as may be reasonably required by Contractor to perform Work Orders;

- coordinating and monitoring the work of Contractor personnel assigned to the specific projects, and for ensuring that this Contract's objectives are met;
- monitoring, evaluating and reporting Contractor performance and progress on the Work Order;
- coordinating with Contractor's Project Manager, on a regular basis, regarding the performance of Contractor's personnel on each particular project;
- providing direction to Contractor in the areas relating to County policy, information requirements, and procedural requirements.

6.3.2 County's Project Managers are not authorized to make any changes in Work Order labor rates, dollar totals or periods of performance, or in the terms and conditions of this Contract, except through formally prepared Change Notices and Amendments, Paragraph 8.0.

7.0 ADMINISTRATION OF CONTRACT - CONTRACTOR

7.1 Contractor's Project Manager

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

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

7.2 Contractor's Authorized Official(s)

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

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

7.3 Contractor's Staff

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

7.3.2 The Contractor shall provide sufficient personnel to perform all work in accordance with the specifications set forth herein. The Contractor's employees, whether assigned to any one facility or as part of a crew serving any number of facilities, shall include at least one individual who speaks and comprehends the English language.

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

7.3.4 At any time prior to or during the term of this Contract, the County may require that all Contractor's staff performing work under this

Contract undergo and pass, to the satisfaction of the County, a background investigation, as a condition of beginning and continuing to work under this Contract. The County shall use its discretion in determining the method of background clearance to be used, up to and including a County performed fingerprint security clearance. The fees associated with obtaining the background information shall be at the sole expense of the Contractor, regardless if the Contractor's staff passes or fails the background clearance investigation.

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

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

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

7.4 Confidentiality

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

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

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

8.0 CHANGE NOTICES AND AMENDMENTS

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

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

8.2 The County’s Board of Supervisors, Chief Executive Officer, or designee may require the addition of and/or change certain terms and conditions in the Contract during the term of this Contract. The County reserves the right to add and/or change such provisions as required by the County’s Board of Supervisors or Chief Executive Officer. To implement such orders, an Amendment to the Contract shall be prepared and executed by the Contractor and the Director.

8.3 The Director may, at his sole discretion, authorize extensions of time as defined in Section 4.0, Term of Contract, of this Contract. The Contractor agrees that such extensions of time shall not change any other term or condition of this Contract during the periods of such extensions. To implement an extension of time, a “Notice to Extend” letter shall be prepared and executed by the Director.

8.4 Addition/Deletion of Lake Facilities

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

9.0 STANDARD TERMS AND CONDITIONS

9.1 ASSIGNMENT AND DELEGATION

9.1.1 The Contractor shall not assign its rights or delegate its duties under

this Contract, or both, whether in whole or in part, without the prior written consent of the County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this sub-paragraph, County consent shall require a written amendment to the Contract, which is formally approved and executed by the parties. Any payments by the County to any approved delegate or assignee on any claim under this Contract shall be deductible, at the County's sole discretion, against the claims, which the Contractor may have against the County.

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

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

9.2 AUTHORIZATION WARRANTY

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

9.3 BUDGET REDUCTIONS

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

9.4 COMPLAINTS

9.4.1 Within ten (10) business days after the effective date of this Contract, the Contractor shall provide the County with its plan for receiving, responding and abating all inquiries and complaints received from the Director, County personnel, or patrons using the facilities. The County will review and approve said plan or request changes. If changes are requested, the Contractor shall resubmit the revised plan within five (5) business days for approval. Changes by the Contractor must first be approved by the County before implementation.

- 9.4.2 During the term of this Contract, the Contractor shall maintain an office located in the Los Angeles Metropolitan Area. In addition, the Contractor shall maintain a telephone at the office that is listed in the telephone directory in its own name or in the firm name by which it is most commonly known.
- 9.4.3 During normal business hours, Contractor shall have a responsible employee(s) to receive all inquiries and complaints that may be received from the Director, County personnel or patrons using the facilities and take the necessary action. An answering service shall be considered an acceptable substitute to full-time coverage, provided the Contractor is advised of any complaint within one (1) hour of receipt of such complaint by the answering service. The Contractor's employee(s) responsible for providing the mowing services shall be available for notification through electronic communications during normal business hours.
- 9.4.4 During normal days and hours of operation, whenever immediate action is required to prevent impending injury, death or property damage to the facilities being maintained, the County may, after a reasonable attempt to notify the Contractor, cause such action to be taken by the County work force and shall charge the cost thereof as determined by the Director, against the Contractor, or may deduct such cost from an amount due to the Contractor from the County.
- 9.4.5 The Contractor shall maintain a written log of all complaints. The log shall include the name of the employee logging the complaint, the date and time of the complaint, the facility where the complaint is about, a description of the complaint, the name and address of the complainant, and the action taken or the reason for non-action. The log of complaints shall be submitted monthly with the Contractor's invoice and shall be open to the inspection of the Director at all reasonable times.

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

9.5 COMPLIANCE WITH APPLICABLE LAW

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

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

9.6 COMPLIANCE WITH CIVIL RIGHTS LAWS

The Contractor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract. The Contractor shall comply with Exhibit D, Contractor's EEO Certification.

9.7 COMPLIANCE WITH THE COUNTY'S JURY SERVICE PROGRAM

9.7.1 Jury Service Program

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

9.7.2 Written Employee Jury Service Policy

1. Unless the Contractor has demonstrated to the County's satisfaction either that the Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that the Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), the Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.
2. For purposes of this Subparagraph, "Contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County Contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full-time employee of the Contractor. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by

the County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If the Contractor uses any Subcontractor to perform services for the County under the Contract, the Subcontractor shall also be subject to the provisions of this Sub-paragraph. The provisions of this Subparagraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

3. If the Contractor is not required to comply with the Jury Service Program when the Contract commences, the Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and the Contractor shall immediately notify the County if the Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if the Contractor no longer qualifies for an exception to the Jury Service Program. In either event, the Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Contract and at its sole discretion, that the Contractor demonstrate, to the County's satisfaction that the Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that the Contractor continues to qualify for an exception to the Program.
4. The Contractor's violation of this Subparagraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, the County may, in its sole discretion, terminate the Contract and/or bar the

Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

9.8 CONFLICT OF INTEREST

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

9.8.2 The Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Contract. The Contractor warrants that it is not now aware of any facts that create a conflict of interest. If the Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to the County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this Sub-paragraph shall be a material breach of this Contract.

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

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

qualified, former County employees who are on a re-employment list during the life of this Contract.

9.10 CONSIDERATION OF HIRING GAIN/GROW PROGRAM PARTICIPANTS

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

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

9.11 CONTRACTOR RESPONSIBILITY AND DEBARMENT

9.11.1 Responsible Contractor

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

9.11.2 Chapter 2.202 of the County Code

The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Contractor on this or other contracts which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in the Contract, debar the Contractor from bidding or proposing on, or being awarded, and/or performing work on County contracts for a

specified period of time, which generally will not exceed five years but may exceed five years or be permanent if warranted by the circumstances, and terminate any or all existing Contracts the Contractor may have with the County.

9.11.3 Non-responsible Contractor

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

9.11.4 Contractor Hearing Board

1. If there is evidence that the Contractor may be subject to debarment, the Department will notify the Contractor in writing of the evidence which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.
2. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the Department shall be

provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

3. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
4. If a Contractor has been debarred for a period longer than five (5) years, that Contractor may, after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the County.
5. The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the Contractor has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed

reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

6. The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

9.11.5 Subcontractors of Contractor

These terms shall also apply to Subcontractors of County Contractors.

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

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

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

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

County's Department of Children and Family Services will supply the Contractor with the poster to be used.

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

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

9.14.2 As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the Contractor's duty under this Contract to comply with all applicable provisions of law, the Contractor warrants that it is now in compliance and shall during the term of this Contract maintain in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

9.15 COUNTY'S QUALITY ASSURANCE PLAN

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

does not occur consistent with the corrective action measures, the County may terminate this Contract or impose other penalties as specified in this Contract.

9.16 DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS

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

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

9.17 EMPLOYMENT ELIGIBILITY VERIFICATION

9.17.1 The Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. The Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered employees for the period prescribed by law.

9.17.2 The Contractor shall indemnify, defend, and hold harmless, the

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

9.18 FACSIMILE REPRESENTATIONS

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

9.19 FAIR LABOR STANDARDS

The Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act and shall indemnify, defend, and hold harmless the County and its agents, officers, and employees from any and all liability, including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law, including, but not limited to, the Federal Fair Labor Standards Act, for work performed by the Contractor's employees for which the County may be found jointly or solely liable.

9.20 GOVERNING LAW, JURISDICTION, AND VENUE

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

9.21 INDEPENDENT CONTRACTOR STATUS

- 9.21.1 This Contract is by and between the County and the Contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the County and the Contractor. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.
- 9.21.2 The Contractor shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract all compensation and benefits. The County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the Contractor.
- 9.21.3 The Contractor understands and agrees that all persons performing work pursuant to this Contract are, for purposes of Workers' Compensation liability, solely employees of the Contractor and not employees of the County. The Contractor shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the Contractor pursuant to this Contract.

9.22 INDEMNIFICATION

The Contractor shall indemnify, defend and hold harmless the County, 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 the Contractor's acts and/or omissions arising from and/or relating to this Contract.

9.23 INSURANCE - GENERAL REQUIREMENTS

Without limiting the Contractor's indemnification of the County and during the term of this Contract, the Contractor shall provide and maintain, and shall require all of its Subcontractors to maintain, the following programs of insurance specified in this Contract. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by the County. Such coverage shall be provided and maintained at the Contractor's own expense.

9.23.1 Evidence of Insurance:

Certificate(s) or other evidence of coverage satisfactory to the County shall be delivered to the Director, Attention: Contract Development, Compliance and Special Districts, 301 North Baldwin Avenue, Arcadia, CA 91007 prior to commencing services under this Contract. Such certificates or other evidence shall:

- a. Specifically identify this Contract.
- b. Clearly evidence all coverages required in this Contract.
- c. Contain the express condition that the 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, adding the County of Los Angeles, its Special Districts, its officials, officers, employees, representatives, the United States Army Corps of Engineers, the District Engineer, its officials, officers, employees, representatives, the State of California, its Agencies, officials, officers, employees and representatives as insureds for all activities arising from this Contract.
- e. Identify any deductibles or self-insured retentions for the County's approval. The County retains the right to require the Contractor to reduce or eliminate such deductibles or self-

insured retentions as they apply to the County, or, require the Contractor 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.

9.23.2 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.

9.23.3 Failure to Maintain Coverage: Failure by the Contractor to maintain the required insurance, or to provide evidence of insurance coverage acceptable to the County, shall constitute a material breach of the Contract upon which the County may immediately terminate or suspend this Contract. The County, at its sole option, may obtain damages from the Contractor resulting from said breach.

9.23.4 Notification of Incidents, Claims or Suits: Contractor shall report to the County:

- a. Any accident or incident relating to services performed under this Contract which involves injury or property damage which may result in the filing of a claim or lawsuit against the Contractor and/or the County. Such report shall be made in writing within 24 hours of occurrence.
- b. Any third party claim or lawsuit filed against the Contractor arising from or related to services performed by the Contractor under this Contract.
- c. Any injury to a Contractor employee that occurs on County property. This report shall be submitted on a County "Non-employee Injury Report" to the County's Project Manager.
- d. Any loss, disappearance, destruction, misuse, or theft of any

kind whatsoever of County property, monies or securities entrusted to the Contractor under the terms of this Contract.

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

9.23.6 Insurance Coverage Requirements for Subcontractors: The Contractor shall ensure any and all Subcontractors performing services under this Contract meet the insurance requirements of this Contract by either:

- a. The Contractor providing evidence of insurance covering the activities of Subcontractors, or
- b. The Contractor providing evidence submitted by the Subcontractors evidencing that the Subcontractors maintain the required insurance coverage. The County retains the right to obtain copies of evidence of Subcontractor insurance coverage at any time.

9.24 INSURANCE COVERAGE REQUIREMENTS

9.24.1 General Liability insurance written on ISO policy form CG 00 01 or its equivalent with limits of not less than the following:

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

Such insurance shall be endorsed to include coverage for pollution legal liability and remediation with limits of not less than \$1 million each occurrence. Alternatively, such insurance may be provided through a separate policy.

9.24.2 Automobile Liability written on ISO policy form CA 00 01 or its equivalent with a limit of liability of not less than \$1 million for

each accident. Such insurance shall include coverage for all “owned”, “hired” and “non-owned” vehicles, or coverage for “any auto”.

9.24.3 Workers’ Compensation and Employers’ Liability insurance providing workers’ compensation benefits, as required by the Labor Code of the State of California or by any other state, and for which the Contractor is responsible. If the Contractor’s employees will be engaged in maritime employment, coverage shall provide workers’ compensation benefits as required by the U.S. Longshore and Harbor Workers' Compensation Act, Jones Act or any other federal law for which the Contractor is responsible. In all cases, the above insurance also shall include Employers’ Liability coverage with limits of not less than the following:

Each Accident:	\$1 million
Disease - policy limit:	\$1 million
Disease - each employee:	\$1 million

9.25 INTERPRETATION OF SPECIFICATIONS

9.25.1 Should any misunderstanding arise, the Director will interpret this Contract. If the Contractor disagrees with the interpretation of the Director, the Contractor shall continue with the work in accordance with the Director's interpretation. Within thirty (30) days after receipt of the interpretation, the Contractor may file a written request for a hearing before a Disputes Review Panel as provided hereinafter. The written request shall outline in detail the area of dispute.

9.25.2 The Disputes Review Panel will be appointed by the Director and will be composed of not less than three County personnel having experience in the administration of contracts. The panel will convene within one (1) week of appointment in order to hear all matters related to the dispute. The hearing will be informal and

formal rules of evidence will not apply. The Panel will submit its recommendation to the Director, for his consideration, within one (1) week following the conclusion of the hearing. The Director shall render an interpretation based upon his review of the Panel's recommendation.

9.26 NONDISCRIMINATION AND AFFIRMATIVE ACTION

- 9.26.1 The Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.
- 9.26.2 The Contractor shall certify to, and comply with, the provisions of Exhibit D, Contractor's EEO Certification.
- 9.26.3 The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- 9.26.4 The Contractor certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, or physical or mental disability, marital status, or political affiliation.
- 9.26.5 The Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable

Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.

- 9.26.6 The Contractor shall allow County representatives access to the Contractor's employment records during regular business hours to verify compliance with the provisions of this Subsection 9.26 when so requested by the County.
- 9.26.7 If the County finds that any provisions of this Subsection 9.26 have been violated, such violation shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract. While the County reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that the Contractor has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by the County that the Contractor has violated the anti-discrimination provisions of this Contract.
- 9.26.8 The parties agree that in the event the Contractor violates any of the anti-discrimination provisions of this Contract, the County shall, at its sole option, be entitled to the sum of Five Hundred Dollars (\$500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

9.27 NON EXCLUSIVITY

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

9.28 NOTICE OF DELAYS

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

9.29 NOTICES TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

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

9.30 NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW

The Contractor shall notify and provide to its employees, and shall require each Subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in Exhibit G of this Contract and is also available on the Internet at www.babysafela.org for printing purposes.

9.31 NOTICES

All notices or demands required or permitted to be given or made under this Contract shall be in writing and shall be faxed, electronically mailed (e-

mailed), hand delivered with signed receipt, or mailed by first-class registered or certified mail, postage prepaid. The address to be used for any given notice served by mail upon the Contractor shall be Clean Lakes, Inc., Attention: Thomas Moorhouse, 31320 Via Colinas, Suite 114, Thousand Oaks, CA 91362. Any notice served by mail upon the County shall be addressed to the Director of Parks and Recreation, Attention: Contract Development, Compliance and Special Districts Division, 301 North Baldwin Avenue, Arcadia, CA 91007, or such other place as may hereinafter be designated in writing to the Contractor by the Director. Addresses may be changed by either party giving ten (10) days prior written notice thereof to the other party. The Director shall have the authority to issue all notices or demands required or permitted by the County under this Contract.

9.32 PUBLIC RECORDS ACT

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

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

9.33 PUBLICITY

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

- a. The Contractor shall develop all publicity material in a professional manner; and
- b. During the term of this Contract, the Contractor shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the County without the prior written consent of the Director. The County shall not unreasonably withhold written consent.

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

9.34 RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT

The Contractor shall maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. The Contractor shall also

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

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

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

9.34.3 If, at any time during the term of this Contract or within five (5) years after the expiration or termination of this Contract,

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

9.35 RECYCLED BOND PAPER

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

9.36 REMEDIES/LIQUIDATED DAMAGES

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

9.36.2 If the Director determines that there are deficiencies in the performance of this Contract that the Director deems are correctable by the Contractor over a certain time span, the

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

- 9.36.3 In addition to the remedies provided heretofore, this Contract may be terminated per Subsection 9.40, Termination for Default, of the Contract upon the Contractor's failure to correct deficiencies in a timely manner.
- 9.36.4 This Subparagraph shall not, in any manner, restrict or limit the County's right to damages for any breach of this Contract provided by law or as specified in Subparagraph 9.36.2 above,

and shall not, in any manner, restrict or limit the County's right to terminate this Contract as agreed to herein.

9.37 SUBCONTRACTING

- 9.37.1 The requirements of this Contract may not be subcontracted by the Contractor **without the advance written approval of the County**. Any attempt by the Contractor to subcontract without the prior consent of the County may be deemed a material breach of this Contract.
- 9.37.2 If the Contractor desires to subcontract, the Contractor shall provide the following information promptly at the County's request:
- a. A description of the work to be performed by the subcontractor;
 - b. A draft copy of the proposed subcontract; and
 - c. Other pertinent information and/or certifications requested by the County.
 - d. The Contractor shall ensure delivery of all such documents to the Department at the address provided in Subsection 9.31, Notices, before any subcontractor employee may perform any work hereunder.
- 9.37.3 The Contractor shall remain fully responsible for all performances required of it under this Contract, including those that the Contractor has determined to subcontract, notwithstanding the County's approval of the Contractor's proposed subcontract.
- 9.37.4 The County's consent to subcontract shall not waive the County's right to prior and continuing approval of any and all personnel, including subcontractor employees, providing services under this Contract. The Contractor is responsible to notify its subcontractors of this County right.
- 9.37.5 The Director is authorized to act for and on behalf of the County with respect to approval of any subcontract and subcontractor employees.

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

9.37.7 In the event Director should consent to subcontracting:

- a. each and all of the provisions of this Contract and any amendment thereto shall extend to and be binding upon and inure to the benefit of the successors or administrators of the respective parties; and
- b. the Contractor shall include in all subcontracts the following provision: "This Contract is a subcontract under the terms and conditions of a prime Contract with the County of Los Angeles. All representations and warranties shall inure to the benefit of the County of Los Angeles."

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

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

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

Failure of the Contractor to maintain compliance with the requirements set forth in Subparagraph 9.14, Contractor's Warranty of Adherence to County's Child Support Compliance Program, shall constitute default under this Contract. Without limiting the rights and remedies available to the County under any other provision of this Contract, failure of the Contractor to cure such default within ninety (90) calendar days of written notice shall

be grounds upon which the County may terminate this Contract pursuant to Subparagraph 9.40, Termination for Default, and pursue debarment of the Contractor, pursuant to County Code Chapter 2.202.

9.39 TERMINATION FOR CONVENIENCE BY COUNTY

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

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

- a. Stop work under this Contract on the date and to the extent specified in such notice, and
- b. Complete performance of such part of the work as shall not have been terminated by such notice.

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

9.39.4 Subject to the provisions of the paragraph immediately above, the County and the Contractor shall negotiate an equitable amount to

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

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

9.40 TERMINATION FOR DEFAULT

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

- a. The Contractor has materially breached this Contract;
- b. The Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required under this Contract;
- c. The Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or of any obligations of this Contract and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.

- 9.40.2 Upon the occurrence of Subparagraph 9.40.1, this Contract shall be subject to termination. As a condition precedent thereto, the Director shall give the Contractor a minimum of three (3) days notice by registered or certified mail or personal service of the date set for termination thereof; the grounds therefor; and that an opportunity to be heard thereon will be afforded on or before said termination date, if request is made therefor.
- 9.40.3 Notwithstanding the above, the Director, in his/her sole discretion, may refrain from recommending immediate termination of this Contract for default if the Director, in his/her sole discretion, determines that the default is capable of being cured and (1) the Contractor cures its default within a five (5) day period after notice is given, or (2) if the default cannot reasonably be cured within the five (5) days after notice is given, the Contractor reasonably commences to cure its default within the five (5) day period and diligently and in good faith continues to cure the default. If the Contractor fails to cure the default to the Director's satisfaction, the Director shall recommend termination for default to the Board of Supervisors.
- 9.40.4 In the event that the County terminates this Contract in whole or in part as provided in this section, the County may procure, upon such terms and in such manner as the County may deem appropriate, goods and services similar to those so terminated. Any excess costs, as determined by the Director, arising therefrom over and above the contract sum may be charged against the Contractor. The Contractor shall continue the performance of this Contract to the extent not terminated under the provisions of this Subparagraph.
- 9.40.5 Except with respect to defaults of any subcontractor, the Contractor shall not be liable for any such excess costs of the type identified in Subparagraph 9.40.4 if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of

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

9.40.6 In the event the County terminates this Contract in its entirety due to the Contractor's default as provided in Subparagraph 9.40.1, the Contractor and the County agree that the County will have actual damages, which are extremely difficult to calculate and impracticable to fix and which will include, but are not limited to, the County's costs of procurement of replacement services and costs incurred due to delays in procuring such services. Therefore, the Contractor and the County agree that the County shall, at its sole option and in lieu of the provisions of Subparagraph 9.40.2, be entitled to liquidated damages from the Contractor, pursuant to California Civil Code Section 1671, in the amount of Five Thousand Dollars (\$5,000) or five percent (5%) of the applicable year's Contract sum, whichever is less, as equitable compensation to the County for such actual damages. This amount of liquidated damages shall be either paid by the Contractor to the County by cash payment upon demand or, at the sole discretion of the

Director, or designee, deducted from any amounts due to the Contractor by the County, whether under this Contract or otherwise.

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

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

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

9.41 TERMINATION FOR IMPROPER CONSIDERATION

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

pursuant to this Contract. In the event of such termination, the County shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default by the Contractor.

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

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

9.42 TERMINATION FOR INSOLVENCY

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

- a. Insolvency of the Contractor. The Contractor shall be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the Contractor is insolvent within the meaning of the Federal Bankruptcy Code;
- b. The filing of a voluntary or involuntary petition regarding the Contractor under the Federal Bankruptcy Code;
- c. The appointment of a Receiver or Trustee for the Contractor; or
- d. The execution by the Contractor of a general assignment for the benefit of creditors.

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

9.43 TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE

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

9.44 TERMINATION FOR NON-APPROPRIATION OF FUNDS

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

9.45 TERMINATION UPON TRANSFER OF TITLE OR PARK CLOSURE

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

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

- 9.45.1.1 Terminate this Contract or, provided there is consent by an assignee, assign the County's interest in this Contract to said assignee. The County shall provide the Contractor with notice of termination or assignment of this Contract pursuant to this provision; or
 - 9.45.1.2 Delete the transferred facility(ies) from the Contract or, provided there is consent by an assignee, assign those portions of the Contract dealing with the transferred facility(ies) to said assignee. The County shall provide the Contractor with notice of deletion or assignment of said facility(ies) pursuant to this provision from this Contract.
- 9.45.2 In the event the County closes one or more of the facilities described in Exhibit A, Section 2.0, Facilities, the County reserves the right to:
- 9.45.2.1 Terminate this Contract upon the effective date of such closure(s). Upon the effective date of park closure(s), the Contractor shall immediately cease its operations, and within fifteen (15) days thereafter remove all items of its personal property, equipment and inventory. The County shall provide advance notice to the Contractor of such park closure(s); or
 - 9.45.2.2 Delete the facility(ies) to be closed from the Contract. Upon the effective date of park closure(s), the Contractor shall immediately cease its operations at said facility(ies), and within fifteen (15) days thereafter remove all items of its personal property, equipment and inventory. The County shall provide advance notice to the Contractor of such park closure(s).

9.46 VALIDITY

If any provision of this Contract or the application thereof to any person or circumstance is held invalid, the remainder of this Contract and the

application of such provision to other persons or circumstances shall not be affected thereby.

9.47 WAIVER

No waiver by the County of any breach of any provision of this Contract 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 Contract shall not be construed as a waiver thereof. The rights and remedies set forth in this Subparagraph 9.49 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

9.48 WARRANTY AGAINST CONTINGENT FEES

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

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

10.0 ENTIRE CONTRACT

This document and the Exhibit(s) attached hereto constitute the entire Contract between County and Contractor for as-needed aquatic weed and algae growth control services to be provided for Various Lake Facilities. All other agreements, promises and representations with respect thereto, other than those contained herein, are expressly revoked, as it has been the intention of the parties to provide for a complete integration within the provisions of this document, and the Exhibit(s) attached hereto, the terms, conditions, promises and covenants relating to the as-needed aquatic weed and algae growth control services of

Various Lake Facilities. The unenforceability, invalidity, or illegality of any provision of this Contract shall not render the other provisions thereof unenforceable, invalid or illegal. No change to this Contract shall be valid unless prepared pursuant to Paragraph 8.0, Changes Notices and Amendments, and signed by both parties.

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IN WITNESS WHEREOF, Contractor has executed this Contract, or caused it to be duly executed and the County of Los Angeles, by order of its Board of Supervisors has caused this Contract to be executed on its behalf by the Chairman of said Board and attested to by the Executive Officer-Clerk of the Board of Supervisors thereof, the day, month and year first above written.

COUNTY OF LOS ANGELES

By *Yvonne B. Burke*
YVONNE B. BURKE
CHAIR, BOARD OF SUPERVISORS

CONTRACTOR
Clean Lakes Inc.

By *Thomas J. Moulton*

ATTEST:

SACHI A. HAMAI
Executive Officer-Clerk
of the Board of Supervisors
for the County of Los Angeles



By *[Signature]*
Deputy

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

SACHI A. HAMAI
Executive Officer
Clerk of the Board of Directors

By *[Signature]*
Deputy

APPROVED AS TO FORM:
RAYMOND G. FORTNER, JR.

County Counsel

By *Helen S. Parker*
Helen S. Parker, Principal Deputy

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

33

DEC 04 2007

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

STATE OF CALIFORNIA }
 }
 } s.s.
COUNTY OF LOS ANGELES }

On this 8TH day of November, 2007, before me, Conny B. McCormack, the Registrar-Recorder/County Clerk of the County of Los Angeles, personally appeared Thomas Moorhouse, as the Vice President of Clean Lakes Inc. personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that the person executed the same in his/her authorized capacity, and that by his/her signature on the instrument the Corporation upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.



Conny B. McCormack
Registrar-Recorder / County Clerk
County of Los Angeles

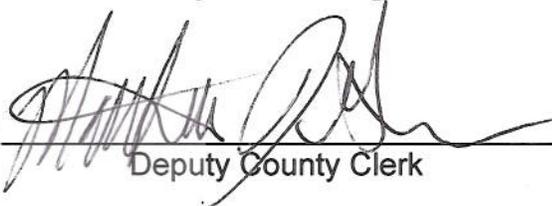
By  _____
Deputy County Clerk

EXHIBIT A

AS-NEEDED SERVICES AQUATIC WEED AND ALGAE GROWTH CONTROL SERVICES STATEMENT OF WORK

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EXHIBIT A

As-Needed Services Aquatic Weed and Algae Growth Control STATEMENT OF WORK

I. ADMINISTRATIVE SPECIFICATIONS

1.0 GENERAL REQUIREMENTS

- 1.1 The Contractor shall thoroughly complete each task in a professional, workmanlike manner. To this end, the Contractor will use quality equipment and materials that comply with all current regulations. The safety of workers, passersby, and the public shall be paramount.
- 1.2 The Contractor shall provide the labor, materials, equipment, and all other related items necessary for the provision of aquatic weed and algae growth control services, except as otherwise specified hereinafter. Tasks shall be performed with nothing but the highest of standards at no less than the frequencies set forth herein.
- 1.3 The Contractor is hereby required to render and provide aquatic weed and algae growth control services pursuant to specifications and frequencies established by the County of Los Angeles Department of Parks and Recreation, as set forth herein or revised by the County.
- 1.4 The Contractor shall not work or perform any operations, particularly during periods of inclement weather, which may destroy or damage groundcover, athletic or turf areas.
- 1.5 The Contractor recognizes, that during the course of this Contract, other activities and operations may be conducted by County work forces and other contracted parties. These activities may include, but not be limited to, landscape refurbishment, irrigation system modification or repair, construction and/or storm related operations. The Contractor may be required to modify or curtail certain tasks and operations and shall promptly comply with any request therefor by the Director.
- 1.6 The Contractor shall, during the hours and days of service, as identified in Section 6.0, respond to all emergencies within two (2) hours of notification.
- 1.7 The Contractor shall be required to clearly identify and equip each vehicle used at said facilities with decals on the exterior right and left front door panels identifying the Contractor's name, and phone number.

2.0 FACILITIES

EXHIBIT A

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

Alondra Park, 8700 West Manhattan Beach Blvd., Lawndale

Bonelli Regional County Park, 120 Via Verde Drive, San Dimas

Castaic Lake Recreation Area, 32132 Castaic Lake Drive, Castaic

Cerritos Community Regional Park, 19700 South Bloomfield Avenue, Cerritos

Kenneth Hahn Recreation Area, 4100 North La Cienega Blvd., Los Angeles

La Mirada Community Regional Park, 13701 South Adelfa Avenue, La Mirada

Magic Johnson Recreation Area, 905 East El Segundo Blvd., Los Angeles

Santa Fe Dam Recreation Area, 15501 East Arrow Hwy., Irwindale

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

3.0 CERTIFICATIONS/REPORTS

3.1 Service Function Report

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

3.2 Certifications and Chemical Use Report

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

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

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

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

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

4.0 ADDITIONAL WORK

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

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

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

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

5.0 SAFETY

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

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

6.0 HOURS AND DAYS OF SERVICES

- 6.1 The hours and dates of services shall be established when services are procured at each facility.
- 6.2 The Contractor shall provide adequate staffing to perform the required lake ancillary services during the prescribed service. Any changes in the days and hours of operation prescribed above shall be subject to approval by the Director.
- 6.3 Per the State of California Labor Code, the Contractor is directed to the following prescribed requirement with respect to the hours of employment. Eight (8) hours of labor under this Contract shall constitute a legal day's work and said Contractor shall not require or permit any laborer, worker or mechanic, or any subcontractor employed by him to perform any of the work described herein to labor more than eight (8) hours during any one day or more than forty (40) hours during any one calendar week, except as authorized by Labor Code Section 1815, under penalty of paying to the County the sum of Twenty-Five Dollars (\$25) for each laborer, worker or mechanic employed in the execution of said Contract by the Contractor, or any subcontractor under the Contractor, upon any of the work included in said Contract for each calendar day during which such laborer, worker, technician, specialist or mechanic is required or permitted to labor more than eight (8) hours in any one calendar day or forty (40) hours in any one calendar week, in violation of the provisions of Section 1811 to 1815, inclusive, of the Labor Code of the State of California.

7.0 SERVICE SCHEDULES

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

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

8.0 SIGNS/IMPROVEMENTS

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

9.0 NON-INTERFERENCE

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

10.0 USE OF CHEMICALS

- 10.1 All work involving the use of chemicals shall be in compliance with all Federal, State, County and local laws and will be accomplished by a Qualified Applicator under the direction of a Licensed Pest Control Advisor. The Contractor, in complying with the California Food and Agricultural Code, shall provide a copy of a valid Pest Control Business License, a valid Pest Control Advisor's License and a Qualified Applicator's License prior to using any and all applicable chemicals within the area(s) to be serviced.
- 10.2 The Contractor, in addition to complying with the California Food and Agricultural Code, must be registered with the Los Angeles County Agricultural Commission. The Contractor shall also be certified in categories E of the Pest Control Advisor's License and in category F of the Qualified Applicator's License.
- 10.3 A listing of proposed chemicals to be used including: commercial name, application rates and type of usage shall be submitted to the Director for approval at the commencement of the contract. No work shall begin until written approval of use is obtained from the Director.
- 10.4 Chemicals shall only be applied by those persons possessing a valid California Certified Applicator's license. Application shall be in strict accordance with all governing regulations.
- 10.5 All chemicals requiring a special permit for use must be registered with the County Agricultural Commissioner's Office and a permit obtained with a copy to the Los Angeles County Department of Parks and Recreation.

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- 10.6 All regulations and safety precautions listed in the "Pesticide Information and Safety Manual" published by the University of California at Berkley shall be adhered to.
- 10.7 Chemicals shall be applied when air currents are still; preventing drifting onto adjacent property and preventing any toxic exposure to persons whether or not they are in or near the area of application.
- 10.8 Notice must be given to appropriate Federal, State, County and local governing agencies prior to applying chemicals.

11.0 NOISE

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

PART II. AS NEEDED SERVICES

12.0 ALONDRA PARK

12.1 Services

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

12.2 Application

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

12.3 Monitoring and Reporting

12.3.1 Task 1

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

12.3.2 Task 2

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

EXHIBIT A

12.3.3 Task 3

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

12.3.4 Task 4

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

12.4 Fee Schedule

12.4.1 Application Costs

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

12.4.2 Monitoring and Reporting Costs

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

12.4.3 Sub-Total Project Costs

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

12.4.4 Frequency

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

12.4.5 Cost of Services

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

13.0 BONELLI REGIONAL COUNTY PARK

13.1 Services

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

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13.2 Application

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

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

13.3 Monitoring and Reporting

13.3.1 Task 1

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

13.3.2 Task 2

Perform NPDES Permit required Pre-Treatment Water Quality Monitoring

13.3.3 Task 3

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

13.3.4 Task 4

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

13.3.5 Task 5

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

13.4 Fee Schedule

13.4.1 Application Costs

Application Costs should include all materials (aquatic herbicides and algaecides), labor, technical advice, and equipment mobilization and demobilization, and all other costs associated with the respective treatments. Fee Schedules are

EXHIBIT A

on a per acre basis, with final Section Treatment Areas to be determined on budget availability.

13.4.2 Monitoring and Reporting Costs

Water Quality Monitoring and Reporting Costs are lump sum amounts that include: water sample collection and lab fees for Tasks Two through Four identified in Section 13.3 above; for compliance with the Los Angeles County Agricultural Commissioner (Ag Commissioner) requirements and report filing; and for compliance with Water Quality Order No. 2004-0009-DWQ and filing the Annual Report with the Regional Water Quality Control Board for the lake.

13.4.3 Sub-Total Project Costs

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

13.4.4 Frequency

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

13.4.5 Cost of Services

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

14.0 CASTAIC LAKE RECREATION AREA

14.1 Services

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

14.2 Application

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

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- Shoreline area North of the Fishing Pier: 490' long by 50' wide (0.56 acres)
 - Shoreline area West side of lake: 700' long by 50' wide (1 acre)
- b) The area of Potamogeton (Small pondweed) growths represents approximately 35 acres. Recommended product should be applied per four (4) acre foot in the specified areas. The average depth in the treatment areas is estimated at four (4) foot. The western half of this area may require a second application later in the season.
- c) Filamentous algae growths impact Castaic Lake Lagoon during the summer months. Recommended algaecide product used should be based on treatment area size and NPDES Permit requirements. In addition, the product may be used in the event large areas of the lake require treatment due to the water hardness in the lake, and the discharge limitations imposed by the SWRCB under the NPDES Permit, which limit the potential for the use of copper-based algaecides to very small areas for spot treatments only. It is anticipated that approximately 10% of the lake area, or approximately 20 acres along the swim beach areas and eastern shore, would require treatments for the control of algae in 2008.

14.3 Monitoring and Reporting

14.3.1 Task 1

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

14.3.2 Task 2

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

14.3.3 Task 3

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

14.3.4 Task 4

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

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14.4 Fee Schedule

14.4.1 Application Costs

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

14.4.2 Monitoring and Reporting Costs

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

14.4.3 Sub-Total Project Costs

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

14.4.4 Frequency

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

14.4.5 Cost of Services

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

15.0 CERRITOS COMMUNITY REGIONAL PARK

15.1 Services

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

15.2 Application

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

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15.3 Monitoring and Reporting

15.3.1 Task 1

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

15.3.2 Task 2

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

15.3.3 Task 3

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

15.3.4 Task 4

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

15.4 Fee Schedule

15.4.1 Application Costs

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

15.4.2 Monitoring and Reporting Costs

Water Quality Monitoring and Reporting Costs are lump sum amounts that include water sample collection and lab fees for Tasks One through Three identified in Section 15.3 above and for compliance with the Los Angeles County Agricultural Commissioner (Ag Commissioner) requirements and report filing.

15.4.3 Sub-Total Project Costs

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

EXHIBIT A

15.4.4 Frequency

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

15.4.5 Cost of Services

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

16.0 KENNETH HAHN RECREATION AREA

16.1 Services

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

16.2 Application

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

16.3 Monitoring and Reporting

16.3.1 Task 1

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

16.3.2 Task 2

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

16.3.3 Task 3

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

16.3.4 Task 4

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

EXHIBIT A

16.3.5 Task 5

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

16.4 Fee Schedule

16.4.1 Application Costs

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

16.4.2 Monitoring and Reporting Costs

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

16.4.3 Sub-Total Project Costs

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

16.4.4 Frequency

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

16.4.5 Cost of Services

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

17.0 LA MIRADA COMMUNITY REGIONAL PARK

17.1 Services

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

EXHIBIT A

17.2 Application

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

17.3 Monitoring and Reporting

17.3.1 Task 1

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

17.3.2 Task 2

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

17.3.3 Task 3

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

17.3.4 Task 4

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

17.4 Fee Schedule

17.4.1 Application Costs

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

17.4.2 Monitoring and Reporting Costs

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

EXHIBIT A

17.4.3 Sub-Total Project Costs

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

17.4.4 Frequency

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

17.4.5 Cost of Services

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

18.0 MAGIC JOHNSON RECREATION AREA

18.1 Services

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

18.2 Application

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

18.3 Monitoring and Reporting

18.3.1 Task 1

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

18.3.2 Task 2

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

EXHIBIT A

18.3.3 Task 3

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

18.3.4 Task 4

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

18.4 Fee Schedule

18.4.1 Application Costs

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

18.4.2 Monitoring and Reporting Costs

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

18.4.3 Sub-Total Project Costs

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

18.4.4 Frequency

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

18.4.5 Cost of Services

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

19.0 SANTA FE DAM RECREATION AREA

19.1 Services

Provide aquatic weed control services in the Santa Fe Dam Lake.

EXHIBIT A

19.2 Application

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

19.3 Monitoring and Reporting

19.3.1 Task 1

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

19.3.2 Task 2

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

19.3.3 Task 3

Perform NPDES Permit required Pre-Treatment Water Quality Monitoring.

19.3.4 Task 4

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

19.3.5 Task 5

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

19.3.6 Task 6

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

19.3.7 Task 7

Treat the entire lake system as needed for aquatic weed/nuisance growth fourteen (14) days following the initial application outlined under Task One above, perform Post

EXHIBIT A

Treatment monitoring per the NPDES Permit requirements. Document and record the Product Treatment areas of the lake using DGPS equipment, and produce a map of the treatment areas for regulatory reporting purposes.

19.3.8 Task 8

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

19.3.9 Task 9

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

19.3.10 Task 10

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

19.3.11 Task 11

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

19.4 Fee Schedule

19.4.1 Application Costs

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

19.4.2 Monitoring and Reporting Costs

Water Quality Monitoring and Reporting Costs are lump sum amounts that include: water sample collection and lab fees for Tasks Two through Eleven identified in Section 19.3 above; for compliance with the Los Angeles County Agricultural Commissioner (Ag Commissioner) requirements and report filing; and for compliance with Water Quality Order No. 2004-0009-DWQ and filing the Annual Report with the Regional Water Quality Control Board for the lake.

EXHIBIT A

19.4.3 Sub-Total Project Costs

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

19.4.4 Frequency

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

19.4.5 Cost of Services

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

EXHIBIT B

COUNTY'S ADMINISTRATION

CONTRACT NUMBER _____

WORK ORDER NUMBER _____

CONTRACT PROJECT DIRECTOR (CPD):

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

PROJECT DIRECTOR:

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

PROJECT MANAGER:

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

EXHIBIT C

CONTRACTOR'S ADMINISTRATION

CLEAN LAKES, INC.

CONTRACTOR'S NAME

CONTRACT NUMBER _____

WORK ORDER NUMBER _____

CONTRACTOR'S PROJECT DIRECTOR:

Name: Thomas G. Moorhouse

Title: Vice President/Aquatic Pest Control Advisor

Address: 31320 Via Colinas, Unit 114
Westlake Village, California 91362

Telephone: 8918-889-8691

Facsimile: 818-889-8693

E-Mail Address: tmoorhouse@cleanlake.com

CONTRACTOR'S AUTHORIZED OFFICIAL(S)

Name: Thomas J. McNabb

Title: President/Aquatic Pest Control Advisor

Address: 31320 Via Colinas, Unit 114
Westlake Village, California 91362

Telephone: 8918-889-8691

Facsimile: 818-889-8693

E-Mail Address: tmcnabb@cleanlake.com

Name: Thomas G. Moorhouse

Title: Vice President/Aquatic Pest Control Advisor

Address: 31320 Via Colinas, Unit 114
Westlake Village, California 91362

Telephone: 8918-889-8691

Facsimile: 818-889-8693

E-Mail Address: tmoorhouse@cleanlake.com

Name: Tyler Fowler

Title: Environmental Compliance Manager

Address: 31320 Via Colinas, Unit 114
Westlake Village, California 91362

EXHIBIT C

Telephone: 8918-889-8691

Facsimile: 818-889-8693

E-Mail Address: tfowler@cleanlake.com

Notices to Contractor shall be sent to the following address:

Address: 31320 Via Colinas, Unit 114

Westlake Village, California 91362

Telephone: 8918-889-8691

Facsimile: 818-889-8693

E-Mail Address: tmoorhouse@cleanlake.com

EXHIBIT C

CONTRACTOR'S ADMINISTRATION

CONTRACTOR'S NAME: CLEAN LAKES, INC.

CONTRACT NUMBER: _____

WORK ORDER NUMBER _____

The information in items #1 through #4 below is requested for informational purposes only.

1. If your firm is a corporation, enter its legal name (as found in your Articles of Incorporation) and the state where incorporated: CLEAN LAKES, INC. (California)
2. If your firm is a partnership _____, or a sole proprietorship _____, enter the name of the proprietor or managing partner:

3. Is your firm doing business under one or more DBA's? _____

If yes, please list all DBA's and the County(s) of registration:

Name

County of Registration

4. Is your firm wholly or majority owned by, or a subsidiary of, another firm? NO

Name of parent firm:___

State of incorporation or registration of parent firm:___

EXHIBIT D

VENDOR'S EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

Clean Lakes, Inc.

Vendor's Name

31320 Via Colinas, # 114, Westlake Village, CA 91362

Business Address

52-0426958

Internal Revenue Service Employer Identification Number

GENERAL

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

VENDOR'S CERTIFICATION

Check One

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

Name (please print or type) Thomas Moorhouse

Title of Signer (please print or type) Manager

Signature Thomas Moorhouse Date 4/10/07

EXHIBIT E

Title 2 Administration Chapter 2.203 Contractor Employee Jury Service

2.203.010 Findings.

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

2.203.020 Definitions.

The following definitions shall be applicable to this chapter:

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

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

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

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

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

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

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

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

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

EXHIBIT E

Title 2 Administration Chapter 2.203 Contractor Employee Jury Service

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

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

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

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

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

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

2.203.030 Applicability.

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

2.203.040 Contractor Jury Service Policy.

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

2.203.050 Other Provisions.

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

EXHIBIT E

Title 2 Administration Chapter 2.203 Contractor Employee Jury Service

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

2.203.060 Enforcement and Remedies.

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

1. Recommend to the board of supervisors the termination of the contract; and/or,
2. Pursuant to chapter 2.202, seek the debarment of the contractor. (Ord. 2002-0015 § 1 (part), 2002)

2.203.070 Exceptions.

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

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

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

1. Has ten or fewer employees during the contract period; and,
2. Has annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, are less than \$500,000; and,
3. Is not an affiliate or subsidiary of a business dominant in its field of operation.

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

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

2.203.090 Severability.

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

EXHIBIT F



Department of the Treasury
Internal Revenue Service

Notice 1015

(Rev. December 2006)

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

What Is the EIC?

The EIC is a refundable tax credit for certain workers.

Which Employees Must I Notify About the EIC?

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

Note. You are encouraged to notify each employee whose wages for 2006 are less than \$38,348 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, 2007.

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

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

The basic requirements are covered in Notice 797. For more detailed information, the employee needs to see the 2006 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 2006 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 2006 and owes no tax but is eligible for a credit of \$824, he or she must file a 2006 tax return to get the \$824 refund.

How Do My Employees Get Advance EIC Payments?

Eligible employees who expect to have a qualifying child for 2007 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 (Circular E), Employer's Tax Guide.

Notice **1015** (Rev. 12-2006)
Cat. No. 205991



**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 G

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.

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 también está apoyada por First 5 LA y INFO LINE de Los Angeles.

EXHIBIT G

¿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 brazaletes y el padre/madre recibirá un brazaletes 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 antecedentes 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.

EXHIBIT H1

AS-NEEDED AQUATIC WEED AND ALGAE GROWTH CONTROL SERVICES CONTRACT WORK ORDER

CERTIFICATION OF EMPLOYEE STATUS

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

Clean Lakes, Inc.

Work Order Number _____

County Contract Number _____

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

EMPLOYEES

1. _____
2. _____
3. _____
4. _____

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

Signature of Authorized Official

Printed Name of Authorized Official

Title of Authorized Official

Date

EXHIBIT H2

**AS-NEEDED AQUATIC WEED AND ALGAE GROWTH CONTROL SERVICES
CONTRACT WORK ORDER**

CERTIFICATION OF NO CONFLICT OF INTEREST

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

Clean Lakes, Inc.

Work Order Number _____

County Contract Number _____

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

“Certain contracts prohibited.

- A. Notwithstanding any other section of this code, the county shall not contract with, and shall reject any bid or proposal submitted by, the persons or entities specified below, unless the Board of Supervisors finds that special circumstances exist which justify the approval of such contract:
1. Employees of the County or of public agencies for which the Board of Supervisors is the governing body;
 2. Profit-making firms or businesses in which employees described in subdivision 1 of subsection A serve as officers, principals, partners, or major shareholders;
 3. Persons who, within the immediately preceding 12 months, came within the provisions of subdivision 1 of subsection A, and who:
 - a. Were employed in positions of substantial responsibility in the area of service to be performed by the contract; or
 - b. Participated in any way in developing the contract or its service specifications; and
 4. Profit-making firms or businesses in which the former employees, described in subdivision 3 of subsection A, serve as officers, principals, partners, or major shareholders.”

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

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

Signature of Authorized Official

Printed Name of Authorized Official

Title of Authorized Official

Date

EXHIBIT H3

AS-NEEDED AQUATIC WEED AND ALGAE GROWTH CONTROL SERVICES

CONTRACT WORK ORDER

Contractor Employee Acknowledgement and Confidentiality Agreement

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

Clean Lakes, Inc.

Work Order Number _____ County Contract Number _____

Employee Name _____

GENERAL INFORMATION:

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

EMPLOYEE ACKNOWLEDGEMENT:

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

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

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

CONFIDENTIALITY AGREEMENT:

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

Initials of Signer _____

EXHIBIT H3

Contractor Name Clean Lakes, Inc. County Contract Number _____

Work Order Number _____ Employee Name _____

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

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

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

SIGNATURE: _____

DATE: ____/____/____

PRINTED NAME: _____

POSITION: _____

EXHIBIT H4

**AS-NEEDED AQUATIC WEED AND ALGAE GROWTH CONTROL SERVICES
CONTRACT WORK ORDER**

Contractor Non-Employee Acknowledgement and Confidentiality Agreement

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

Clean Lakes, Inc.

Work Order Number _____

County Contract Number _____

Non-Employee Name _____

GENERAL INFORMATION:

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

NON-EMPLOYEE ACKNOWLEDGEMENT:

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

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

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

CONFIDENTIALITY AGREEMENT:

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

Initials of Signer _____

EXHIBIT H4

Contractor Name **Clean Lakes, Inc.** Contract Number _____

Work Order Number _____ Non-Employee Name _____

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

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

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

SIGNATURE: _____ DATE: ____/____/____

PRINTED NAME: _____

POSITION: _____

EXHIBIT I

CONTRACTOR CONFIDENTIALITY CERTIFICATION

CONTRACTOR NAME Clean Lakes Inc. Contract No. _____

GENERAL INFORMATION:

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

CONTRACTOR ACKNOWLEDGEMENT:

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

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

CONFIDENTIALITY AGREEMENT:

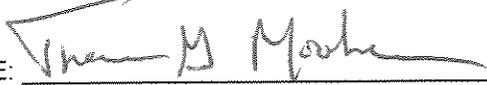
Contractor and Contractor's Staff may be involved with work pertaining to services provided by the County of Los Angeles and, if so, Contractor and Contractor's Staff may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition,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

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

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

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

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

SIGNATURE:  DATE: 11 / 08 / 07

PRINTED NAME: THOMAS Mearhouse

POSITION: Vice President

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