COUNTY OF LOS ANGELES

Department of
Agricultural Commissioner/
Weights and Measures

Kurt E. Floren
Agricultural Commissioner
Director of Weights and Measures

12300 Lower Azusa Road
Arcadia, California 91006-5872
http://acwm.lacounty.gov

Richard K. Iizuka
Chief Deputy

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

67 JUNE 16, 2009

SACHI A. HAMAI
EXECUTIVE OFFICER

June 16, 2009

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

Dear Supervisors:

APPROVAL OF WEED ABATEMENT CONTRACTS FOR TRACTOR AND HAND REMOVAL OF WEEDS, BRUSH, AND POISON OAK FOR FISCAL YEAR 2009-2010 (ALL DISTRICTS) (3-VOTES)

SUBJECT

The Agricultural Commissioner/Weights and Measures Department (ACWM) provides essential fire prevention services throughout much of the County. A significant amount of the work is performed by vendors providing weed abatement services with hand crews, tractors and specialized power equipment. ACWM is recommending that the Board approve the award of contracts to the vendors specified herein.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve and authorize the Agricultural Commissioner/Director of Weights and Measures to sign contracts, similar to the attached, with Ag Pro's Weed Control, Inc., Javadi Farm Labor, Inc., Nature's Image, Inc., and Powerland Equipment, Inc. for a maximum obligation of $255,333.75 at no County cost. The contracts are effective commencing July 1, 2009 through June 30, 2010, with two (2) one-year renewal options and six (6) month-to-month extensions.

2. Authorize the Agricultural Commissioner/Director of Weights and Measures to amend the contracts in a maximum amount not to exceed 15 percent of the original, individual 2009-10 contract amounts, at no County cost, subject to review and approval by County Counsel and the Chief Executive Office and notification to Board offices.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the above action is to enable ACWM to continue providing essential fire prevention services throughout the unincorporated areas and 68 cities in Los Angeles County.

The success of the Weed Abatement Program depends on the timely abatement of hazardous fire conditions. An integral part of the annual program is the use of hand crews, tractors, and specialized power equipment which are furnished under contract by private vendors. For many years, your Board has approved similar contracts for the Department's Weed Abatement Program.

Implementation of Strategic Plan Goals

This action supports the County's Strategic Plan Goals of:

- Goal 1 (Operational Effectiveness): The use of vendors allows ACWM to respond quickly and efficiently to the highly seasonal workload inherent in hazardous weed and brush removal. In addition, the assistance provided by vendors for certain routine weed and brush clearing operations allows ACWM personnel to effectively respond to more challenging situations.
- Goal 3 (Community and Municipal Services): The timely removal of hazardous weeds and brush improves the quality of life for the residents throughout much of Los Angeles County including the many unincorporated communities.
- Goal 5 (Public Safety): Timely removal of hazardous weeds and brush helps to protect the lives and property of many of the residents living in areas covered by ACWM's Weed Abatement Program.

FISCAL IMPACT/FINANCING

There is no net County cost. The cost of the program is 100 percent recoverable through property tax liens and direct charges.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Unusual or unanticipated weather conditions and accompanying weed growth may require increased vendor utilization. Therefore, we request that your Board delegate authority to the Agricultural Commissioner/Director of Weights and Measures to make amendments to the contracts not to exceed 15 percent of the original, individual 2009-10 contract amounts. The services to be provided under these contracts are of a highly

seasonal, intermittent nature and therefore do not qualify as Proposition A contracts pursuant to County Code 2.121.250. The Department has evaluated and determined that the Living Wage Program (County Code Chapter 2.201) does not apply to the recommended agreements.

The contracts contain the County's standard provisions regarding contractor obligations and are in compliance with all Board and CEO requirements.

The contracts have been reviewed by County Counsel and are approved as to form.

CONTRACTING PROCESS

ACWM commenced solicitation for weed abatement services by mailing a notice to 144 potential vendors. The vendor mailing list was generated using vendors known to ACWM or whose advertisements appearing in local Yellow Pages listed the type of work ACWM was soliciting. Potential vendors who had previously contacted ACWM directly expressing an interest in ACWM weed abatement work were included on the list as well. The list was then checked against the 2008, *Los Angeles County, Local Small Business Enterprise, Yellow Pages*. The Request for Proposals (RFP) solicitation was posted on the County of Los Angeles "Doing Business with Us" website. The RFP was also posted on ACWM's website.

On February 19, 2009, representatives from 39 companies attended the Proposers' Conference. Twenty-two (22) proposers submitted proposals for seven (7) separate items in response to this solicitation. Fourteen (14) tractor proposals from eight (8) proposers and 50 handwork proposals from 13 proposers or a total of 64 responsive proposals were evaluated by an evaluation committee comprised of three (3) ACWM staff with no current association with the Weed Abatement Program and rated according to qualifications, equipment/personnel and cost. Of the proposals received, Ag Pro's Weed Control, Inc., Javadi Farm Labor, Inc., Nature's Image, Inc., and Powerland Equipment, Inc., were rated as the highest scoring and most cost-effective proposers to perform the weed abatement services.

Informed Averaging was the scoring method used. All of the scoring and evaluation documents were retained.

Nine (9) vendors requested debriefings after they had been notified that another vendor was being recommended for contract award. None elected to pursue any further stages of the protest process.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The recommended Board action will support the current level of program services for the fiscal year 2009-10, with two (2) one-year renewal options and six (6) month-to-month extensions.

Respectfully submitted,

KURT E. FLOREN
Agricultural Commissioner
Director of Weights and Measures

KEF:RKI:RBS:cm

Attachment

c: Chief Executive Officer
Acting County Counsel
Executive Officer, Board of Supervisors
Auditor-Controller

CONTRACT

BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

AG PRO'S WEED CONTROL, INC.

FOR

WEED ABATEMENT SERVICES

CONTRACT BY AND BETWEEN AG PRO'S WEED CONTROL, INC. AND
COUNTY OF LOS ANGELES FOR WEED ABATEMENT SERVICES

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CONTRACT BETWEEN
COUNTY OF LOS ANGELES
AND
AG PRO'S WEED CONTROL, INC.
FOR
WEED ABATEMENT SERVICES

This Contract and Exhibits made and entered into this 1st day of July, 2009 by and between the County of Los Angeles, hereinafter referred to as the County and Ag Pro's Weed Control, Inc., hereinafter referred to as the Contractor. Ag Pro's Weed Control, Inc. is located at 1151 E. State St., Ontario, CA 91761.

RECITALS

WHEREAS, the County may contract with private businesses for weed abatement services when certain requirements are met; and

WHEREAS, the Contractor is a private firm specializing in providing weed handwork or rubbish abatement services; and

WHEREAS, this Contract is therefore authorized under Section 44.7 of the Los Angeles County Charter.

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.

Standard Exhibits:

1.1 EXHIBIT A - Statement of Work

1.2 EXHIBIT B - Pricing Schedule

1.3 EXHIBIT C - Contractor's Proposed Schedule

1.4 EXHIBIT D - Contractor's EEO Certification

1.5 EXHIBIT E - County's Administration

1.6 EXHIBIT F - Contractor's Administration

1.7 EXHIBIT G - Forms Required at the Time of Contract Execution

1.8 EXHIBIT H - Jury Service Ordinance

1.9 EXHIBIT I - Safely Surrendered Baby Law

This Contract and the Exhibits hereto constitute the complete and exclusive statement of understanding between the parties, and supersedes all previous Contracts, written and oral, and all communications between the parties relating to the subject matter of this Contract. No change to this Contract shall be valid unless prepared pursuant to sub-paragraph 8.1 - Amendments and signed by both parties.

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 Definitions

2.1.1 "Approved" shall mean that sanction of method or means has been granted by the Agricultural Commissioner/Director of Weights and Measures unless otherwise defined.

2.1.2 " Acreage Mowing" shall mean that a Contractor is to be compensated by an acre or fraction thereof for mowing using approved equipment.

2.1.3 "Call Out" shall refer to a situation where a Contractor has been called back to work on a less than 8 hour non-scheduled work day.

2.1.4 "Cluster" shall refer to any combination of two or more weed abatement zones.

2.1.5 "Commissioner" shall refer to the Agricultural Commissioner/Director of Weights and Measures of the County of Los Angeles.

2.1.6 "Contract" shall mean the agreement executed between County and Contractor including the Request for Proposals (RFP) which is incorporated into the final contract. It sets forth the terms and conditions for the issuance and performance of *Exhibit A – Statement of Work.*

2.1.7 "Contractor" or "Vendor" shall refer to a person or other entity having a contract with the County of Los Angeles for the removal of weeds, brush and/or rubbish, or other specified activities.

2.1.8 "County" shall refer to the County of Los Angeles Department of Agricultural Commissioner/Weights and Measures.

2.1.9 "County Contract Project Monitor" shall refer to the person designated by the County's Project Director to monitor the operations under this contract.

2.1.10 "County Project Director" shall refer to the Deputy Agricultural Commissioner/Sealer, the person designated by the Commissioner with authority for County on contractual or administrative matters relating to this Contract that cannot be resolved by the County's Project Manager.

2.1.11 "County Project Manager" shall refer to the person with responsibility to oversee the day to day activities of this Contract including responsibility for inspections of any and all tasks, services or work provided by the Contractor.

2.1.12 "Cumulative minimum requirements" shall refer to the minimum requirements for each specific contract that are added to one another to form a greater set of minimum requirements than any single contract. Cumulative minimum requirements may apply when submitting Proposals for more than one contract.

2.1.13 "Department" shall refer to the Los Angeles County Department of Agricultural Commissioner/Weights and Measures.

2.1.14 "Director" shall mean the current or acting Deputy Director of the Weed Hazard and Pest Management Bureau of the County of Los Angeles Department of Agricultural Commissioner/Weights and Measures.

2.1.15 "Fiscal Year" shall mean the twelve (12) month period beginning July 1st and ending the following June 30th.

2.1.16 "Handwork Contract" shall mean that a Contractor is to be compensated on a square-foot basis for work requiring mostly

manual labor using light tools, like weedeaters, chainsaws, rakes, etc.

2.1.17 "Hourly Rubbish Removal Contract" shall mean a Contractor operation for trash removal which shall be compensable on the basis of an hourly rate or fraction thereof.

2.1.18 "Hourly Tractor Contract" or "Hourly Contract" shall mean a Contractor tractor/truck operation which shall be compensable on an hourly basis.

2.1.19 "Improved Sidewalk" shall mean a sidewalk of concrete or other material which defines borders.

2.1.20 "Job Report" shall mean the official daily report generated by the Weed Abatement Division for work accomplished on a given parcel.

2.1.21 "Non-responsive" shall mean the failure of a Bidder/Proposer/Vendor to comply with all solicitation requirements making the Bid/Proposal ineligible for consideration during the Evaluation/Review process.

2.1.22 "Overtime" shall mean billable time worked over 40 hours during a one week period under an hourly tractor contract.

2.1.23 "Overtime Rate" shall mean a premium hourly rate a contractor is permitted to charge for overtime work under an hourly tractor contract. It is intended to offset the additional cost to the Contractor for paying the operator time.

2.1.24 "Parcel" shall mean a tract or plot of land as designated by the County Assessor to receive a separate property tax bill.

2.1.25 "Parkway" shall mean that area between a curb or street and an improved sidewalk or untraveled portion of roadway corridor.

2.1.26 "Perimeter" shall refer to the normal and reasonable boundary line of a parcel and includes, but is not limited to, fence and wall lines, sidewalks, curbs, and corners. "Reasonable" will be determined by the Commissioner or his authorized representative.

2.1.27 "Proposer" shall refer to a person or other entity proposing to do the work specified.

2.1.28 "Square-Foot Contract" shall mean a Contractor's work shall be compensable on a square-foot basis.

2.1.29 "Square-Foot and/or Hourly" shall mean that a Contractor is to be compensated on a square-foot and/or hourly basis. Determination as to which method of compensation will be used rests with the Commissioner or his authorized representative.

2.1.30 "Tractor" refers to mechanical operations requiring a tractor to perform weed abatement work, by pulling a disc, mower or other attachment. Acceptable tractor types, specifications, etc., are found in RFP Sections 1.4 Tractor Specifications Specific to Tractor Contracts and 3.0 Tractor Contracts Available for 2009-2010.

2.1.31 "Tumbleweed mowing" shall mean that a Contractor is to be compensated by an acre or fraction thereof for mowing tumbleweeds using approved equipment.

2.1.32 "Unit" when used in the context of weed and brush handwork contracts means 100 square feet of area.

2.1.33 "Weed Abatement Mapbook" shall refer to the current Los Angeles County Assessor's Mapbook on file with the Department of Agricultural Commissioner/Weights and Measures, County of Los Angeles and including any Department-specific notations such as area where work is to be performed and hazards to avoid.

2.1.34 "Work standard" is the amount of time it takes to clear a parcel which has been established by an average of prior years Contractor clearances on the parcel.

2.1.35 "Zone", "Weed Abatement Zone", or "Cluster" shall refer to the various geographical areas into which the County of Los Angeles has been divided for Weed Abatement purposes. These areas are defined in RFP *Appendix B- Weed Abatement Zones Map.*

2.1.36 "Zone/Cluster Provisions" shall mean those additional requirements particular to specific zones/clusters.

2.1.37 "Zone Inspector," "Area Inspector" or "Weed Abatement Division" shall mean the Los Angeles County Agricultural Commissioner/Director of Weights and Measures or his authorized representative.

3.0 WORK

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 herein.

3.2 If the Contractor provides any tasks, deliverables, goods, services, or other work, other than as specified in this Contract, 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.

4.0 TERM OF CONTRACT

4.1 The term of this Contract shall be one (1) year commencing on July 1, 2009, after execution by County's Board of Supervisors, and unless sooner terminated or extended, in whole or in part, as provided in this Contract, terminating on June 30, 2010.

4.2 The County shall have the sole option to extend this Contract term for up to two additional one-year periods and six (6) month to month extensions, for a maximum total Contract term of three (3) years and six (6) months. Each such option and extension shall be exercised at the sole discretion of the Agricultural Commissioner/Director of Weights and Measures or his/her designee as authorized by the Board of Supervisors.

4.3 The Contractor shall notify the Agricultural Commissioner/Weights and Measures 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 Agricultural Commissioner at the address herein provided in *Exhibit E - County's Administration*.

5.0 CONTRACT SUM

5.1 The maximum amount of this contract shall not exceed **$37,250.00** *(see Exhibit B, Pricing Schedule).*

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, or 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, shall occur only with the County's express prior written approval.

5.3 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 Agricultural Commissioner/Weights and Measures Department at the address herein provided in *Exhibit E - County's Administration*.

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

The Contractor shall have no claim against 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 County and shall immediately repay all such funds to County. Payment by County for services rendered after expiration/termination of this Contract shall not constitute a waiver of County's right to recover such payment from the Contractor. This provision shall survive the expiration or other termination of this Contract.

5.5 Invoices and Payments

5.5.1 The Contractor shall invoice the County only for providing the tasks, deliverables, goods, services, and other work specified in *Exhibit A - Statement of Work* and elsewhere hereunder. The Contractor shall prepare invoices, which shall include the charges owed to the Contractor by the County under the terms of this Contract. The Contractor's payments shall be as provided in *Exhibit B - Pricing Schedule*, and the Contractor shall be paid only for the tasks, deliverables, goods, services, and other work approved in writing by the County. If the County does not approve work in writing no payment shall be due to the Contractor for that work.

5.5.2 The Contractor's invoices shall be priced in accordance with *Exhibit B - Pricing Schedule*.

5.5.3 The Contractor's invoices shall contain the information set forth in *Exhibit A - Statement of Work* describing the tasks, deliverables, goods, services, work hours, and facility and/or other work for which payment is claimed.

5.5.4 The Contractor shall submit the monthly invoices to the County by the 15th calendar day of the month following the month of service.

5.5.5 All invoices under this Contract shall be submitted in two (2) copies to the following address:

County of Los Angeles
Department of Agricultural Commissioner/
Weights and Measures
Attention: Budget and Fiscal Services
12300 Lower Azusa Road
Arcadia, CA 91006-5872

5.5.6 County Approval of Invoices. All invoices submitted by the Contractor for payment must have the written approval of the County's Project Manager prior to any payment thereof. In no event shall the County be liable or responsible for any payment prior to such written approval. Approval for payment will not be unreasonably withheld.

5.5.7 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.

6.0 ADMINISTRATION OF CONTRACT - COUNTY

COUNTY ADMINISTRATION

A listing of all County Administration referenced in the following sub-paragraphs is designated in *Exhibit E - County's Administration*. The County shall notify the Contractor in writing of any change in the names or addresses shown.

6.1 County's Project Director

Responsibilities of the County's Project Director include:
- ensuring that the objectives of this Contract are met; and
- providing direction to the Contractor in the areas relating to County policy, information requirements, and procedural requirements.

6.2 County's Project Manager

The responsibilities of the County's Project Manager include:
- meeting with the Contractor's Project Manager on a regular basis; and
- inspecting any and all tasks, deliverables, goods, services, or other work provided by or on behalf of the Contractor.

The County's Project Manager is not authorized to make any changes in any of the terms and conditions of this Contract and is not authorized to further obligate County in any respect whatsoever.

6.3 County's Contract Project Monitor

The County's Project Monitor is responsible for overseeing the day-to-day administration of this Contract. The Project Monitor reports to the County's Project Director.

7.0 ADMINISTRATION OF CONTRACT - CONTRACTOR

7.1 Contractor's Project Manager

7.1.1 The Contractor's Project Manager is designated in *Exhibit F - Contractor's Administration*. 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 The Contractor's Project Manager shall be responsible for the Contractor's day-to-day activities as related to this Contract and shall coordinate with County's Project Manager and County's Contract Project Monitor on a regular basis.

7.2 Approval of Contractor's Staff

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, the Contractor's Project Manager.

8.0 STANDARD TERMS AND CONDITIONS

8.1 AMENDMENTS

8.1.1 For any change which affects the scope of work, term, Contract Sum, payments, or any term or condition included under this Contract, an Amendment shall be prepared and executed by the Contractor and by the Agricultural Commissioner or the Board of Supervisors. The Commissioner is authorized to amend the sum of the contract in an amount not to exceed 15% for additional work as required by County in its sole discretion. In addition, upon mutual agreement of the Contractor and the Department, a Contractor may be asked to perform work in an area other than that designated in the Contract award. In this case, the Contractor will be compensated at the rate equal to the Contractor's existing contract or at the rate established in the area in which the Contractor is being asked to perform work. If the Department determines neither of these rates is in the best interest of the County, it may set a rate which is mutually agreed upon between the Department and the Contractor. For any other change which affects the scope of work, term, Contract sum, payments, or any term or condition included under this Contract, an amendment shall be prepared sent for approval before the County Board of Supervisors.

8.1.2 The County's Board of Supervisors or Chief Executive Officer or designee may require the addition and/or change of 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 changes, an Amendment to the Contract shall be prepared and executed by the Contractor and by the Agricultural Commissioner or his/her designee.

8.1.3 The Agricultural Commissioner or his/her designee, may at his/her sole discretion, authorize extensions of time as defined in Paragraph 4.0 - Term of Contract. The Contractor agrees that such extensions of time shall not change any other term or condition of this Contract during the period of such extensions. To implement an extension of time, an Amendment to the Contract shall be prepared and executed by the Contractor and by the Agricultural Commissioner or his/her designee.

8.2 ASSIGNMENT AND DELEGATION

8.2.1 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 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.

8.2.2 Shareholders, partners, members, or other equity holders of the 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.

8.2.3 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.

8.3 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.

8.4 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.

8.5 COMPLIANCE WITH APPLICABLE LAW

8.5.1 In the performance of this Contract, the Contractor shall comply with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, and all provisions required thereby to be included in this Contract are hereby incorporated herein by reference.

8.5.2 The Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by the Contractor, its officers, employees, agents, or subcontractors, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as determined by the County in its sole judgment. Any legal defense pursuant to the Contractor's

indemnification obligations under this Paragraph 8.5 shall be conducted by the Contractor and performed by counsel selected by the Contractor and approved by the County. Notwithstanding the preceding sentence, the County shall have the right to participate in any such defense at its sole cost and expense, except that in the event the Contractor fails to provide the County with a full and adequate defense, as determined by the County in its sole judgment, the County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from the Contractor for all such costs and expenses incurred by the County in doing so. The Contractor shall not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of the County without the County's prior written approval.

8.6 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.*

8.7 COMPLIANCE WITH THE COUNTY'S JURY SERVICE PROGRAM

8.7.1 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 H* and incorporated by reference into and made a part of this Contract.

8.7.2 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 sub-paragraph, "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 sub-paragraph 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. Contractor's violation of this sub-paragraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, 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.

8.8 CONFLICT OF INTEREST

8.8.1 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.

8.8.2 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.

8.9 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.

8.10 CONSIDERATION OF HIRING GAIN/GROW PROGRAM PARTICIPANTS

8.10.1 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.

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

8.11 CONTRACTOR RESPONSIBILITY AND DEBARMENT

8.11.1 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.

8.11.2 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.

8.11.3 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.

8.11.4 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.

8.11.5 Subcontractors of Contractor

These terms shall also apply to Subcontractors of County Contractors.

8.12 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. Information on how to receive the poster can be found on the Internet at www.babysafela.org.

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

8.13.1 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.

8.13.2 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).

8.14 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.

8.15 DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS

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

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

8.16 EMPLOYMENT ELIGIBILITY VERIFICATION

8.16.1 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.

8.16.2 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.

8.17 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.

8.18 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.

8.19 INDEPENDENT CONTRACTOR STATUS

8.19.1 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.

8.19.2 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.

8.19.3 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.

8.20 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.

8.21 GENERAL PROVISIONS FOR ALL INSURANCE COVERAGE

Without limiting Contractor's indemnification of the County, and in the performance of this Contract and until all of its obligations pursuant to this Contract have been met, Contractor shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in Sections 8.21 and 8.22 of this Contract. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon Contractor pursuant to this Contract. The County in no way warrants that the Required Insurance is sufficient to protect the Contractor for liabilities which may arise from or relate to this Contract.

8.21.1 Evidence of Coverage and Notice to the County

- Certificate(s) of insurance coverage (Certificate) satisfactory to the County, and a copy of an Additional Insured endorsement confirming the County and its Agents (defined below) has been given Insured status under the Contractor's General Liability policy, shall be delivered to the County at the address shown below and provided prior to commencing services under this Contract.
- Renewal Certificates shall be provided to the County not less than 10 days prior to Contractor's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required Contractor and/or Subcontractor insurance policies at any time.
- Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Contract by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named

on the Certificate shall match the name of the Contractor identified as the contracting party in this Contract. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand ($50,000.00) dollars, and list any County required endorsement forms.

- Neither the County's failure to obtain, nor the County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the Contractor, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.

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

Los Angeles County Department of Agricultural Commissioner/
Weights and Measures
Attention Jo Anne Benavidez, Staff Assistant
Weed Abatement Division
12300 Lower Azusa Road
Arcadia, CA 91006

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

8.21.2 **Additional Insured Status and Scope of Coverage**
The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (collectively County and its Agents) shall be provided additional insured status under Contractor's General Liability policy with respect to liability arising out of Contractor's ongoing and completed operations performed on behalf of the County. The County and its Agents additional insured status shall apply with respect to liability and defense of suits arising out of the Contractor's acts or omissions, whether such liability is attributable to the Contractor or to the County. The full policy limits and scope of protection also shall apply to the County and its Agents as an additional insured, even if they

exceed the County's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

8.21.3 **Cancellation of Insurance**
Except in the case of cancellation for non-payment of premium, Contractor's insurance policies shall provide, and Certificates shall specify, that the County shall receive not less than thirty (30) days advance written notice by mail of any cancellation of the Required Insurance. Ten (10) days prior notice may be given to the County in event of cancellation for non-payment of premium.

8.21.4 **Failure to Maintain Insurance**
Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Contract, upon which the County immediately may withhold payments due to Contractor, and/or suspend or terminate this Contract. The County, at its sole discretion, may obtain damages from Contractor resulting from said breach.

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

8.21.6 **Contractor's Insurance Shall Be Primary**
Contractor's insurance policies, with respect to any claims related to this Contract, shall be primary with respect to all other sources of coverage available to Contractor. Any County maintained insurance or self-insurance coverage shall be in excess of and not contribute to any Contractor coverage.

8.21.7 **Waivers of Subrogation**
To the fullest extent permitted by law, the Contractor hereby waives its rights and its insurer(s)' rights of recovery against the County under all the Required Insurance for any loss arising from or relating to this Contract. The Contractor shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.

8.21.8 **Subcontractor Insurance Coverage Requirements**
Contractor shall include all Subcontractors as insureds under Contractor's own policies, or shall provide the County with each Subcontractor's separate evidence of insurance coverage. Contractor shall be responsible for verifying each Subcontractor complies with the Required Insurance provisions herein, and shall

require that each Subcontractor name the County and Contractor as additional insureds on the Subcontractor's General Liability policy. Contractor shall obtain the County's prior review and approval of any Subcontractor request for modification of the Required Insurance.

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

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

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

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

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

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

8.22 INSURANCE COVERAGE

8.22.1 **Commercial General Liability** insurance (providing scope of coverage equivalent to ISO policy form CG 00 01), naming the County and its Agents as an additional insured, with limits of not less than:

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

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

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

8.22.4 **Performance Surety:** Such surety may be provided by one of the following forms and conditioned upon faithful performance and satisfactory completion of services by Contractor.

a. A Certificate of Deposit or an Irrevocable Letter of Credit payable to the County upon demand and in an amount not less than $500 per contract but not to exceed $1,000.

b. A financial guarantee, payable to the County of Los Angeles is required from the Contractor. Surety may be in the form of a Cashier's Check, original Certificate of Deposit, Certified Check, or Cash of not less that $500 for one contract with a limit of $1,000 for multiple contracts. Surety is required for the protection of the County of Los Angeles, against claims of property owners affected.

c. A financial guarantee will be released in the absence of outstanding claims for damage approximately 180 days after expiration of the Contract.

8.23 NONDISCRIMINATION AND AFFIRMATIVE ACTION

8.23.1 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.

8.23.2 The Contractor shall certify to, and comply with, the provisions of *Exhibit D - Contractor's EEO Certification.*

8.23.3 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.

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

8.23.5 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.

8.23.6 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 sub-paragraph 8.23 when so requested by the County.

8.23.7 If the County finds that any provisions of this sub-paragraph 8.23 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.

8.23.8 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.

8.24 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 from acquiring similar, equal or like goods and/or services from other entities or sources.

8.25 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) business day, give notice thereof, including all relevant information with respect thereto, to the other party.

8.26 NOTICE OF DISPUTES

The Contractor shall bring to the attention of the County's Project Manager and/or County's Project Director any dispute between the County and the Contractor regarding the performance of services as stated in this Contract. If the County's Project Manager or County's Project Director is not able to resolve the dispute, the Agricultural Commissioner or designee shall resolve it.

8.27 NOTICE 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.

8.28 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 I* of this Contract and is also available on the Internet at www.babysafela.org for printing purposes.

8.29 NOTICES

All notices or demands required or permitted to be given or made under this Contract shall be in writing and shall be hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, addressed to the parties as identified in *Exhibits E - County's Administration and F - Contractor's Administration*. Addresses may be changed by either party giving ten (10) days' prior written notice thereof to the other party. The Agricultural Commissioner or his/her designee shall have the authority to issue all notices or demands required or permitted by the County under this Contract.

8.30 PUBLIC RECORDS ACT

8.30.1 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; as well as those documents which were required to be submitted in response to the Request for Proposals (RFP) 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.

8.30.2 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 action or liability arising under the Public Records Act.

8.31 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.

8.32 SUBCONTRACTING

8.32.1 The requirements of this Contract may not be subcontracted by the Contractor **without the advance 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.

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

- A description of the work to be performed by the Subcontractor;
- A draft copy of the proposed subcontract; and
- Other pertinent information and/or certifications requested by the County.

8.32.3 The Contractor shall indemnify and hold the County harmless with respect to the activities of each and every Subcontractor in the same manner and to the same degree as if such Subcontractor(s) were the Contractor employees.

8.32.4 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.

8.32.5 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.

8.32.6 The County's Project Director is authorized to act for and on behalf of the County with respect to approval of any subcontract and Subcontractor employees. After approval of the subcontract by the County, Contractor shall forward a fully executed subcontract to the County for their files.

8.32.7 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.

8.32.8 The Contractor shall obtain certificates of insurance, which establish that the Subcontractor maintains all the programs of insurance required by the County from each approved Subcontractor. The Contractor shall ensure delivery of all such documents to:

Jo Anne Benavidez
Los Angeles County Dept. of
Agricultural Commissioner/Weights and Measures
12300 Lower Azusa Rd.
Arcadia, CA 91006-5872
JBenavidez@acwm.lacounty.gov
Fax # (626) 350-7077

before any Subcontractor employee may perform any work hereunder.

8.33 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 sub-paragraph 8.13 - 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 sub-paragraph 8.35 - Termination for Default and pursue debarment of the Contractor, pursuant to County Code Chapter 2.202.

8.34 TERMINATION FOR CONVENIENCE

8.34.1 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 notice of termination to the Contractor 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.

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

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

8.34.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of the Contractor under this Contract shall be maintained by the Contractor.

8.35 TERMINATION FOR DEFAULT

8.35.1 The County may, by written notice to the Contractor, terminate the whole or any part of this Contract, if, in the judgment of County's Project Director:

- Contractor has materially breached this Contract; or
- Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Contract; or
- 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.

8.35.2 In the event that the County terminates this Contract in whole or in part as provided in sub-paragraph 8.35.1, the County may procure, upon such terms and in such manner as the County may deem appropriate, goods and services similar to those so terminated. The Contractor shall be liable to the County for any and all excess costs incurred by the County, as determined by the County, for such similar goods and services. The Contractor shall continue the performance of this Contract to the extent not terminated under the provisions of this sub-paragraph.

8.35.3 Except with respect to defaults of any Subcontractor, the Contractor shall not be liable for any such excess costs of the type identified in sub-paragraph 8.35.2 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 the public enemy, acts of the County in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused

by the default of a Subcontractor, and if such default arises out of causes beyond the control of both the Contractor and 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 sub-paragraph 8.35.3, the terms "Subcontractor" and "Subcontractors" mean Subcontractor(s) at any tier.

8.35.4 If, after the County has given notice of termination under the provisions of this sub-paragraph 8.35, it is determined by the County that the Contractor was not in default under the provisions of this sub-paragraph 8.35, or that the default was excusable under the provisions of sub-paragraph 8.35.3, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to sub-paragraph 8.35 - Termination for Convenience.

8.35.5 The rights and remedies of the County provided in this sub-paragraph 8.35 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.36 TERMINATION FOR IMPROPER CONSIDERATION

8.36.1 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.

8.36.2 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.

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

8.37 TERMINATION FOR INSOLVENCY

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

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

8.37.2 The rights and remedies of the County provided in this sub-paragraph 8.37 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.38 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.

8.39 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.

8.40 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.

8.41 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 sub-paragraph 8.41 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

9.0 UNIQUE TERMS AND CONDITIONS

9.1 LOCAL SMALL BUSINESS ENTERPRISE (SBE) PREFERENCE PROGRAM

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

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

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

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

1. Pay to the County any difference between the contract amount and what the County's costs would have been if the contract had been properly awarded;

2. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than 10 percent of the amount of the contract; and
3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

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

9.2 TRANSITIONAL JOB OPPORTUNITIES PREFERENCE PROGRAM

9.2.1 This Contract is subject to the provisions of the County's ordinance entitled Transitional Job Opportunities Preference Program, as codified in Chapter 2.205 of the Los Angeles County Code.

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

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

9.2.4 If Contractor has obtained County certification as a Transitional Job Opportunity vendor by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this contract to which it would not otherwise have been entitled, shall:

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

The above penalties shall also apply to any entity that has previously obtained proper certification, however, as a result of a

change in their status would no longer be eligible for certification, and fails to notify the certifying department of this information prior to responding to a solicitation or accepting a contract award.

9.3 INCLUSION OF OTHER LAWS/CLAUSES

Contractor agrees that each and every provision of law and clause required to be inserted in the Contract shall be deemed to be inserted herein and this Contract shall be read and be enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted or is not inserted correctly, then upon application of either party the Contract shall forthwith be physically amended to make such insertion or correction.

9.4 CONTRACT DOCUMENT INCORPORATED

The Contract entered in by this Contract consists of the following Contract documents, all of which are component parts of the Contract as if herein set out in full or attached hereto:

- Request for Proposals (RFP) dated January 2009
- Proposal Award Letter

All of the above-named contract documents are intended to be complementary. Work required by one of the above-named contract documents and not be other shall be done as if required by all.

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 Agricultural Commissioner/Director of Weights and Measures, the day and year first above written.

CONTRACTOR: Ag Pro's Weed Control, Inc.

By _____
Name

_____
Title

COUNTY OF LOS ANGELES

By _____
Agricultural Commissioner
Director of Weights and Measures

APPROVED AS TO FORM:

Robert Kalunian
Acting County Counsel

By _____
Deputy County Counsel

CONTRACT FOR
WEED ABATEMENT SERVICES

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STATEMENT OF WORK

1.1 General Specifications for All Classes of Work

1.1.1 Errors and Omissions

The Contractor will not be allowed to take advantage of any error or omission in these Specifications. Such errors or omissions should be brought to the immediate attention of the Department. Full instructions will be given when such error or omission is discovered.

1.1.2 Examination of Plan, Conditions

The Contractor must make a careful examination and fully inform himself or herself as to the character of work required, distance from his or her headquarters, and the geographical terrain in the zone/cluster where the work is assigned. The County will in no case be responsible for any loss or any unanticipated cost that may be suffered by the Contractor as a result of the Contractor's failure to fully inform himself or herself in regard to all conditions pertaining to the work.

1.1.3 Seasonality of Workload

It is unlikely that the work will be spread out evenly over the contract period. In many cases, there is a heavy seasonal peak in the workload. The Contractor must consider the time frame when equipment or human resources must be available to do the work.

1.1.4 Property to be Cleared

All or part of separate parcels of land shall be designated by the Commissioner or his authorized representative. Weeds, brush and/or rubbish existing upon or in front of said parcels, unless they have been removed or partially removed by the property owner prior to the arrival of the Contractor, shall be cleared according to instructions and/or maps provided by the Department.

1.1.5 Laws and Policies to be Observed

(a) The Contractor shall keep himself or herself fully informed of all existing federal, state, county, or local laws, regulations and municipal ordinances, including the Vehicle Code, which may in any manner affect the work or which may in any way affect the conduct of the work, and of all such orders and decrees of bodies, or tribunals having any jurisdiction or authority over the same. Contractors are responsible for obtaining permits or licenses from city or county authorities including when weight or width requirements are exceeded on streets, roads, highways, etc.

(b) The Contractor shall at all times, himself or herself, observe and comply with, and shall cause all his or her agents and employees to observe and comply with all such existing and future safety requirements, laws, ordinances, regulations, orders, and decrees; and shall protect, indemnify and hold harmless the County and all of its officers, agents, or servants against any claim or liability arising from or based upon the violation of any such law, ordinance, regulation, order, or decree, whether by himself or herself or his or her employees.

(c) Contractor shall at all times enforce strict discipline and good order among his or her employees and shall not employ or work unfit persons or anyone not skilled in the operation of equipment and work assigned.

(d) Any person in the employ of the Contractor, whom the Department may deem incompetent or unfit, shall be dismissed from work, and shall not again be employed for Department work except with written consent from the Department.

(e) The Contractor shall procure all permits and licenses, and pay all charges and fees, incidental to the due and lawful performance of the work.

1.1.6 Authority of Zone Inspector

The Zone Inspector, with input from his or her field supervisor, shall evaluate the quality of the work performed, and the rate of progress of the work.

1.1.7 Removal of Weeds

(a) Work shall be performed on a continuous basis on all parcels specified. For square-foot and acreage contracts, work should be completed within fourteen (14) calendar days of assigned starting date. If not completed by that time, the work may be given to a different Contractor, or completed by the County.

(b) Weed growth shall be removed as close to fences, hedges, trees and structures as is practical to work equipment without causing damage to said fences, hedges, trees and structures.

(c) Parkways in excess of 10 feet in width when cleared by the Contractor shall be compensated for as a separate operation.

(d) Discing performed under the hourly contract shall meet or exceed the established Work Standard for each parcel unless approved by the Zone Inspector.

(e) Abatement activities shall be performed in such a manner that inconvenience to adjacent residents shall be minimized.

(f) Dust shall be kept to a minimum whenever possible. If the Contractor is not able to adequately control the dust conditions, the Zone Inspector may terminate the abatement activity.

(g) Upon mutual agreement of the Contractor and the Commissioner, a Contractor may be asked to work his or her equipment in a zone/cluster other than that designated in the contract award. The Contractor will be compensated at the rate existing in the zone/cluster for which he or she has received a specific award or at the rate established in the zone/cluster to which he or she is asked to move this equipment. If the County feels that these rates are not in the best interest of the County, it may set a rate which is mutually agreed upon in writing between the County and the Contractor.

(h) The County reserves the right to utilize other contracts in connection with this work. Contractor shall afford other contractors reasonable opportunity for execution of their work and shall properly coordinate his or her work with other Contractors as requested by the Department.

(i) All contracts shall be completed by the date specified. Starting dates may be changed at the discretion of the Zone Inspector. Adequate deadline allowances will be made for postponements. Satisfactory quantity and/or quality of work is to be the judgment of the Department representative.

1.1.8 Workload Estimate

The total hours or units of a specific contract are an estimate of the anticipated workload. This estimate is not to be taken in any sense as a guarantee of minimum quantities of work available to the Contractor. The County will not be responsible for any error occurring in the estimates.

1.1.9 Care of Property

The Contractor shall take reasonable precautions to not disturb temporary and/or permanent property (i.e. survey stakes, signs, sign posts, gates and fencing) while performing the abatement activities. Care shall be taken to avoid damage to public and public roadways, driveways, sidewalks and curbing. Fences, gates, etc., removed by the Contractor to gain access to a property shall be returned to the same condition as originally found.

1.1.10 Damage

(a) All damage to public or private property arising from a contractor clearing operation shall be the responsibility of the Contractor.

(b) It shall be the responsibility of the Contractor to investigate all damage complaints and make satisfactory settlement in those cases where actual damage has occurred.

(c) The procedure for handling damage complaints shall be as follows:

1) Upon receipt of a damage complaint, the County will send two (2) copies to the Contractor, one (1) for the Contractor's file and one (1) to be signed by the property owner, after settlement has been made and then returned to the Weed Abatement Division. This shall be completed within 30 days after postmark.

2) If the Contractor fails to take corrective action on a damage complaint within the 30 days, the County will send two (2) copies of the complaint directly to the insurance carrier of the Contractor involved, one (1) copy to be signed as a release and returned to the Weed Abatement Division within 60 days after postmark.

3) If the damage complaint goes unresolved for more than 100 days by both the Contractor and/or the respective insurance carrier, the County may use the Surety deposit to settle such claims.

4) Failure to resolve property owner claims as herein described may result in contract termination and disqualification from future proposals.

1.1.11 Payment

a) The County's obligation is payable only and solely from funds appropriated for the purpose of this Agreement.

b) Report periods shall be twice monthly, from the 1st of each month to the 15th inclusive, and from the 16th to the 31st inclusive.

c) The County will pay Contractors within thirty (30) days of receipt of invoice based on the equipment or labor time report.

d) If any discrepancies exist between the invoice and the Department's records, the determination of the Department will be final.

e) For all hourly work, Contractors shall prepare an equipment time report using a form provided indicating the hours worked each day of the pay period. At the end of the pay period, a copy shall be provided to the Weed Abatement Division.

f) For all square-foot or acreage contracts, a report shall be prepared by the Zone Inspector in advance of the work and turned over to the Contractor along with copies of the Assessor mapbooks or other work reports. The Contractor uses the report as a work list, completes all necessary clearance, and then returns completed reports and mapbooks to the Zone Inspector (see *Exhibit E – County's Administration*). Each square-foot or acreage report along with the mapbook provided shall be completed and returned to each of the respective zones no later than fourteen calendar days after receipt of mapbooks.

g) The Zone Inspector will verify the reported parcel clearances and return one copy of the report to the Contractor. It will be the responsibility of the Contractor to furnish such supervision as is necessary to complete the paperwork and the scheduled field operations.

h) Should a controversy arise as to the reported number of parcels, the amount of work done, or the size of the parcels cleared by the Contractor or Contractor, the Zone Inspector shall investigate any discrepancies and make the final determination.

i) For hourly contracts, the County may ask the Contractor to work his or her equipment and personnel more than 40 hours in a week. In this case, the County will pay the Contractor an overtime rate to cover the additional cost of the equipment operator's overtime wages. This does not pertain to equipment transport from equipment yard to initial jobsite and transport from last job to equipment yard.

    1) All overtime work must be approved by the Zone Inspector.

    2) The Contractor may be asked to provide satisfactory proof of the equipment operator's hourly pay to justify the overtime rate.

1.1.12 Work Schedule

a) Unless otherwise and specifically authorized, paid time under hourly contracts will begin when work is started under direct supervision of Weed Abatement Division personnel. All reasonable travel time during working day from one work site to another will be considered as working time.

b) The County reserves the right to cancel or terminate any or all contracts in any zone/cluster at any time due to lack of work.

c) No specified number of hours will be guaranteed on a Contractor call out, however each Zone Inspector will attempt to provide at least four (4) hours of work.

1.2 General Specifications Specific to Weed and Brush Handwork Contracts

1.2.1 Property to be Cleared

a) All or part of separate parcels of land shall be designated by the Commissioner or his authorized representative. Weeds, brush and/or rubbish existing upon or in front of said parcels, unless they have been removed or partially removed by the property owner prior to the arrival of the Contractor, shall be cleared according to instructions and/or maps provided by the Department.

b) If a Contractor has questions about exactly where he or she is being asked to perform work, the Contractor should not proceed and seek clarification from the Zone Inspector.

c) Contractor will not be compensated for work done beyond what was assigned by the Department.

d) Scope of the work (clearance distance from structures, etc.) shall be set by the Zone Inspector before clearing.

1.2.2 Direct Supervision by County Personnel

In most cases, Contractor personnel will be performing work without direct County supervision.

1.2.3 Vehicles and Minimum Equipment

a) A suitable stakeside, compactor truck or trailer will be required for hauling weeds, rubbish and brush from all parcels. (minimum 2 ton capacity)

b) Chippers may be used by the Contractor with the approval of the Zone Inspector. Chipped brush may be left on the parcel with the approval of the Zone Inspector.

c) Contractor shall provide power and hand tools of sufficient quantity and quality to handle the job. Examples of such tools are chainsaws, string trimmers (weedeaters), brush cutters, and various hand tools. The following equipment minimums apply:

1. Weed contracts:
   -Two (2) commercial chainsaws
   -Five (5) commercial weedeaters (string trimmers)

2. Brush contracts:
   -Five (5) commercial chainsaws
   -Three (3) commercial weedeaters (string trimmers)

d) Contractor shall provide and assure usage of appropriate safety equipment as required by Cal/OSHA for all hand crews, (i.e. hearing protection, helmets, boots, gloves, goggles, chaps, shin guards).

1.2.4 Personnel/Crew Size

Minimum crew size (per contract) shall be three (3) workers and one leadperson unless otherwise approved by the Zone Inspector.

1.2.5 Work Completion Time

Work shall be performed on a continuous basis on all parcels specified. All work should be completed within fourteen (14) calendar days of assigned starting date. If work is not completed by that time, the work may be turned over to a different Contractor, completed by the County, or may result in a termination of the contract and a forfeiture of the Surety bond. Extensions to the completion timeframe may be granted by the Zone inspector on a case-by-case basis.

1.2.6 Properties Cleared by Their Owners

Upon arrival of the Contractor's hand crew, if the parcel is found to be in any stage of clearance or regrowth, the Contractor shall not do any work until approved by the Zone Inspector. The Contractor should mark "partial clearance" on his or her work sheet not CBO (cleared by owner symbol). If the Contractor indicates that work was done on a parcel, when in fact it was done by the owner, an investigation will be conducted and appropriate action taken.

1.2.7 Photographic Documentation

(a) Contractor shall provide minimum of (3) photos to indicate

1. Condition prior to clearance.
2. During the clearing operation.
3. After the clearing operation has been completed.

(b) Contractor shall indicate the parcel number (mapbook, page, parcel) and the date on the photo. Photos shall be taken with a reference landmark (structure preferred) and all photos must show the condition of the entire parcel if possible; if not, more than three photos may be required. Samples of acceptable photographs are in *RFP - Appendix B - Technical Exhibits - Exhibit 6.*

(c) Failure to provide adequate photographic documentation may result in delays or denial of payment and negative performance evaluations.

1.2.8 Payment

Contractor shall claim payment for only units they have worked. Assigned units are estimates and must be verified after work has been completed. Contractor will not be compensated for work done beyond what was assigned by the Zone Inspector.

1.2.9 General Clearance Standards

(a) In general, weeds and brush will be cleared 100 feet from a structure and 10 feet along roadways. Clearance up to 200 feet may be required as specified by parcel work order or the Zone Inspector. Normal clearance requirements from a structure are 30 feet to mineral earth with the remaining 70 to 130 feet cut to 3 inches.

(b) Unless otherwise approved by the Zone Inspector, all cut material, branches, leaves duff, tumbleweeds, etc., must be mulched on-site or removed by truck to an authorized dump site. This removal must be completed within 48 hours and in no case shall any of the material be left on the lot over a weekend. All dump fees will be paid by Contractor. For the purposes of this section, weeds can be "mulched" using weedeaters.

(c) With Zone Inspector approval, specimen native shrubs and brush may be allowed to remain throughout the area from 30 feet to 200 feet from a structure if spaced at a distance equal to three (3) times their diameter, but, in no event closer than 18 feet from other native shrub and brush, or structures.

(d) If erosion resulting from the scheduled clearing activities is a concern, the Contractor should contact the Zone Inspector for further instructions.

(e) For Brush Contracts, the Contractor may be requested to limb up trees, brush and shrubs up to 6 feet or 1/3 of their height, whichever is less. Leaving stubs resulting from cut branches shall be avoided.

2.0 HANDWORK CONTRACT

2.1 Weed Handwork - Zone 3

2.1.1 Description of the Work

This contract is for clearing/cutting of weeds using hand-held equipment like weedeaters, rakes and leaf blowers in designated areas of Weed Abatement Zone 3. "Weeds" when used in this context means plant growth comprised mostly of annual weeds but may also include light, scattered brush in concentrations of up to 25%.

2.1.2 The Area

This contract is for Weed Abatement Zone 3 which encompasses much of the northeast part of urbanized Los Angeles County. The majority of clearance work can be expected in places like Claremont, Diamond Bar, Pomona, Walnut, La Verne, Glendora and San Dimas. Throughout the remaining areas of the Zone, sparse clearance work can be expected. (see *RFP; APPENDIX B, Weed Abatement Zones Map and Weed Abatement Zones*)

Most of the areas covered by this contract are very hazardous fire areas in the County and timely weed and brush abatement is critical.

2.1.3 What to expect

Most weed clearance work will be done on steep hillsides throughout the zone with some parcels potentially having a high volume of seasonal weed growth (mustard, fennel/anise, and various thistles, including milk thistle, etc., see *RFP; APPENDIX B, Exhibit 9*). Steep terrain and limited access may be encountered in some areas. Job sites may not be contiguous and require substantial travel time. In most cases, work will be performed without direct supervision from County personnel. Contractor may find that some of the assigned work has already have been done by property owners. It can be very hot in this Zone during the summer.

2.1.4 Time period
Work can be requested at any time during the year but expect heavy requests for work during the period of May 1 through August 30.

2.1.5 Amount of Work
The amount of work estimated for Fiscal Year 2009-2010 is: 25,000 Units.
A "unit" is 100 square feet. Due to weather conditions and other factors beyond the control of the County, there is no minimum guaranteed amount of work.

2.1.6 Contract pricing
The price is per "Unit" to cut and remove weeds.

PRICING SCHEDULE

AG PRO'S WEED CONTROL, INC.

WEED ABATEMENT HANDWORK CONTRACT

(July 1, 2009 through June 30, 2010)

Contract Awarded	Hours/Units/Parcels	Price	Maximum Amount
Zone 3, Weed Handwork	25,000 total units*	$1.49	$37,250.00
	MAXIMUM CONTRACT AMOUNT		**$37,250.00**

*A unit is 100 square feet.

CONTRACTOR'S PROPOSED SCHEDULE

NOT ATTACHED

INTENTIONALLY OMITTED

CONTRACTOR'S EEO CERTIFICATION

AG PRO'S WEED CONTROL INC.

Contractor Name

1151 E. STATE ST ONTARIO, CA 91761

Address

20-5562417

Internal Revenue Service Employer Identification Number

GENERAL CERTIFICATION

In accordance with Section 4.32.010 of the Code of the County of Los Angeles, 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, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

CONTRACTOR'S SPECIFIC CERTIFICATIONS

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

CHARLES B. GUTIERREZ

Authorized Official's Printed Name and Title

Authorized Official's Signature

5/12/09

Date

COUNTY'S ADMINISTRATION

Contract No. AW79101

COUNTY DIRECTOR:

Name:	Raymond B. Smith
Title:	Deputy Director/Bureau Chief, Weed Hazard & Pest Management Bureau
Address:	12300 Lower Azusa Rd. Arcadia, CA 91006-5872
Telephone:	(626) 575-4393
Facsimile (fax):	(626) 350-7077
E-Mail Address:	RSmith@acwm.lacounty.gov

COUNTY PROJECT DIRECTOR:

Name:	Dan Papilli
Title:	Deputy Agricultural Commissioner/Sealer
Address:	11012 B Garfield Ave. South Gate, CA 90280
Telephone:	(562) 622-0445
Facsimile (fax):	(562) 861-4175
E-Mail Address:	DPapilli@acwm.lacounty.gov

COUNTY PROJECT MANAGER:

Name:	Masood Azhar
Title:	Agricultural/Weights and Measures Inspector III
Address:	231 W. Mountain Ave. Glendora, CA 91740
Telephone:	(626) 335-3453
Facsimile (fax):	(626) 335-2026
E-Mail Address:	MAzhar@acwm.lacounty.gov

COUNTY PROJECT MONITOR:

Name:	Corina Monsivaiz
Title:	Staff Assistant III
Address:	12300 Lower Azusa Rd. Arcadia, CA 91006-5872
Telephone:	(626) 575-5487
Facsimile:	(626) 350-7077
E-Mail Address:	CMonsivaiz@acwm.lacounty.gov

CONTRACTOR'S ADMINISTRATION

CONTRACTOR'S NAME: AG PRO'S WEED CONTROL INC

CONTRACT NO: AW79101

CONTRACTOR'S PROJECT MANAGER:

Name: CHARLES B GUTIERREZ

Title: C.E.O.

Address: 1151 E. STATE ST
ONTARIO, CA 91761-2016

Telephone: (909) 984-6290

Facsimile: (909) 984-6278

E-Mail Address: CHARLES@AGPROSWC.COM

CONTRACTOR'S AUTHORIZED OFFICIAL(S)

Name: CHARLES B GUTIERREZ

Title: C.E.O.

Address: 1151 E. STATE ST
ONTARIO, CA 91761-2016

Telephone: 909 984 6290

Facsimile: 909 984 6278

E-Mail Address: CHARLES@AGPROSWC.COM

Name: DIANA C. GUTIERREZ

Title: SECRETARY

Address: 1151 E. STATE ST
ONTARIO, CA 91761

Telephone: (909) 984 6290

Facsimile: (909) 984-6278

E-Mail Address: DIANA@ALPINEPP.COM

Notices to Contractor shall be sent to the following:

Name: CHARLES B GUTIERREZ

Title: C.E.O.

Address: 1151 E. STATE ST ONTARIO CA 91761-2016

Telephone: 909 984-6290

Facsimile: 909 984-6278

E-Mail Address: CHARLES@AGPROSWC.COM

FORMS REQUIRED AT THE TIME OF CONTRACT EXECUTION

INTENTIONALLY OMITTED

2.203.010 Findings.

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

2.203.020 Definitions.

The following definitions shall be applicable to this chapter:

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

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

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

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

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

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

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

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

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

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

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

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

1. The lesser number is a recognized industry standard as determined by the Chief Executive 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 Executive Officer shall be responsible for the administration of this chapter. The Chief Executive Officer may, with the advice of County Counsel, issue interpretations of the provisions of this chapter and shall issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other county departments.

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

2.203.060 Enforcement and Remedies.

For a Contractor's violation of any provision of this chapter, the County Department Head responsible for administering the contract may do one or more of the following:

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

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

2.203.070. Exceptions.

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

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

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

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

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

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

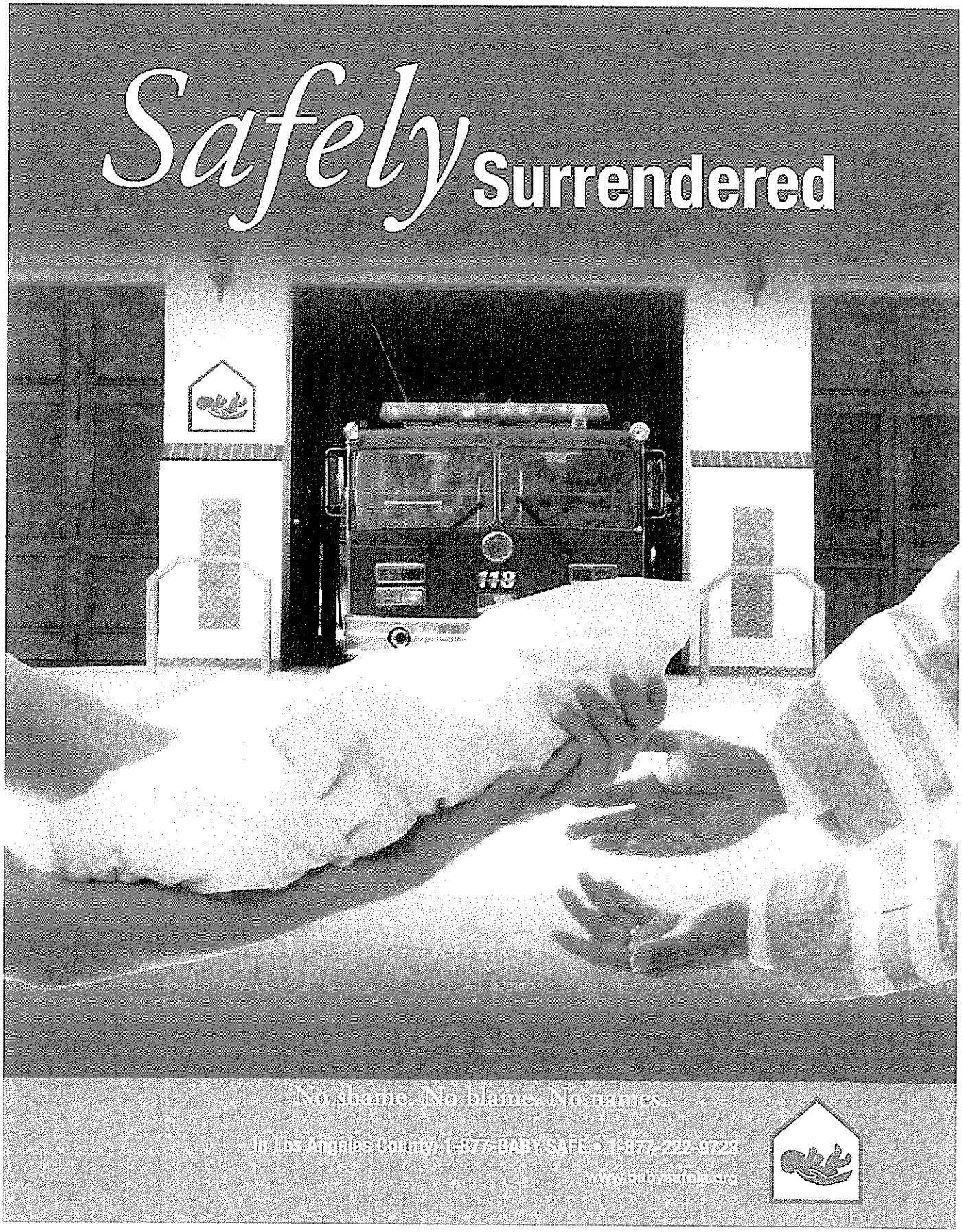
"Dominant in its field of operation" means having more than ten employees and annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, exceed $500,000.

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

2.203.090. Severability.

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

SAFELY SURRENDERED BABY LAW


Safely Surrendered
No shame. No blame. No names.
In Los Angeles County 1-877-BABY SAFE • 1-877-222-9723
www.babysafela.org

Safely Surrendered Baby Law

What is the Safely Surrendered Baby Law?

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

How does it work?

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

What if a parent wants the baby back?

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

Can only a parent bring in the baby?

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

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

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

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

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

What happens to the baby?

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

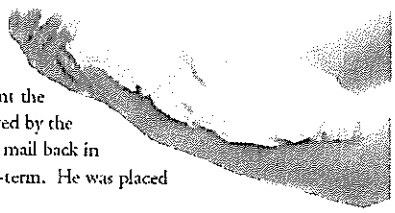
What happens to the parent or surrendering adult?

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

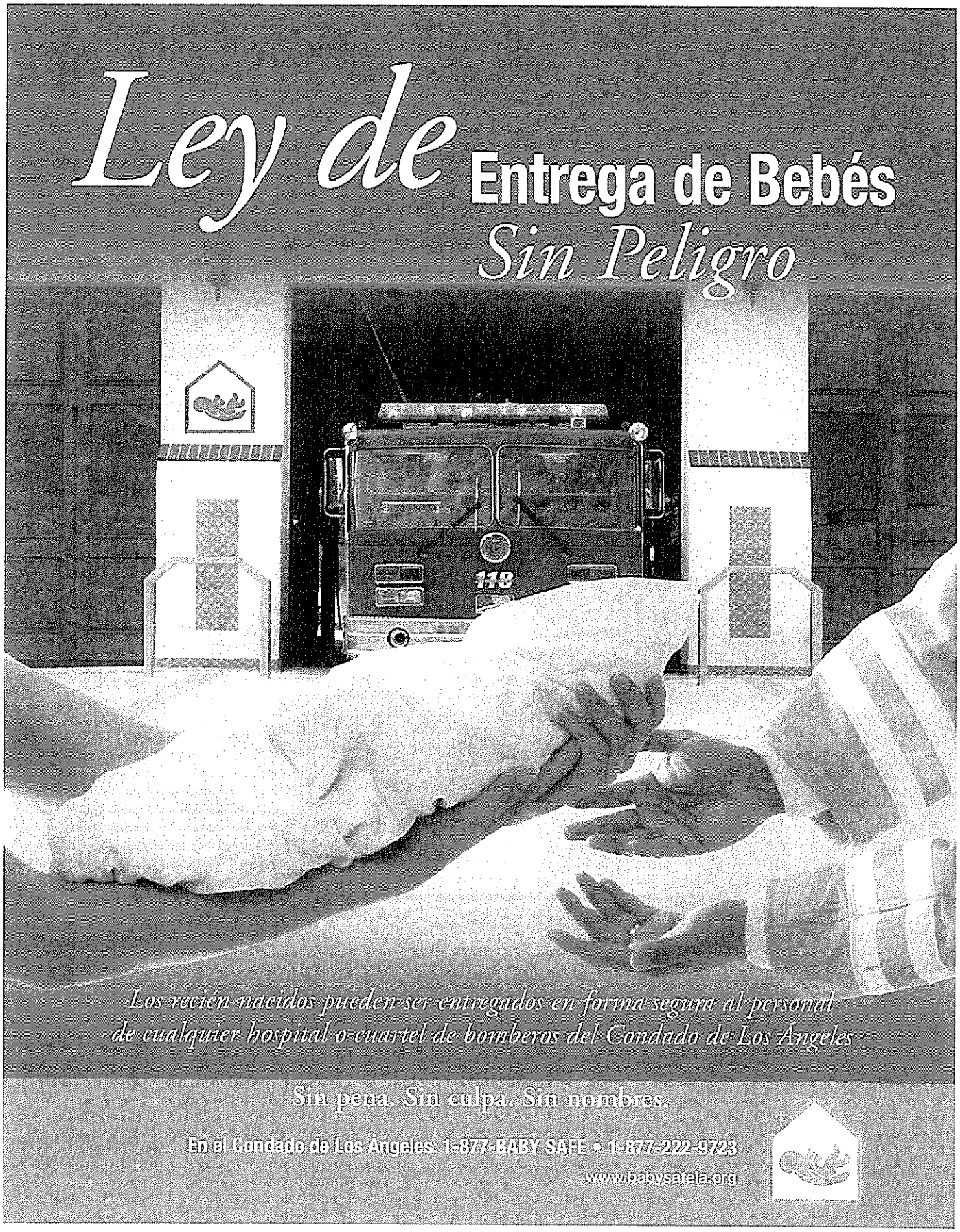
Why is California doing this?

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

A baby's story



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


Ley de Entrega de Bebés
Sin Peligro
Los recién nacidos pueden ser entregados en forma segura al personal
de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles
Sin pena. Sin culpa. Sin nombres.
En el Condado de Los Angeles: 1-877-BABY SAFE • 1-877-222-9723
www.babysafela.org

Ley de Entrega de Bebés

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

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

¿Cómo funciona?

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

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

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

¿Sólo los padres podrán llevar al recién nacido?

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

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

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

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

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

¿Qué pasará con el bebé?

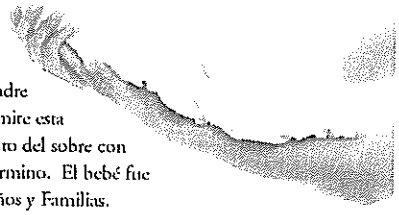
El bebé será examinado y le brindarán atención médica. Cuando le den el alta del hospital, los trabajadores sociales inmediatamente ubicarán al bebé en un hogar seguro donde estará bien atendido, y se comenzará el proceso de adopción.

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

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

¿Por qué se está haciendo esto en California? ?

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

Historia de un bebé

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