



Sean Rogan
Executive Director

COMMUNITY DEVELOPMENT COMMISSION
of the County of Los Angeles

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Commissioners

ADOPTED

Community Development Commission

October 02, 2012

1-D October 2, 2012

The Honorable Board of Commissioners
Community Development Commission
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

SACHI A. HAMAI
EXECUTIVE OFFICER

Dear Commissioners:

**APPROVE CONTRACT WITH ALLIANCE LANDCARE FOR VACANT AND PARKING LOT
LANDSCAPE SERVICES
(ALL DISTRICTS) (3 VOTE)**

SUBJECT

This letter requests approval of a Contract for Vacant and Parking Lot Landscape Services (Contract) with Alliance Landcare, Inc., which will provide the Community Development Commission (Commission) with needed lot maintenance services.

IT IS RECOMMENDED THAT THE BOARD:

1. Approve and authorize the Executive Director to execute, and if necessary, terminate a one-year Contract with Alliance Landcare, Inc., in an amount not to exceed \$164,600, using Community Development Block Grant (CDBG) funds, to provide vacant and parking lot landscape services to the Commission, to be effective following approval as to form by County Counsel and execution by all parties.
2. Authorize the Executive Director to execute amendments to the Contract, following approval as to form by County Counsel, to increase the total amount of compensation by up to \$16,460 (10%), using CDBG funds, to cover unforeseen costs, modify the scope of work to address unforeseen issues, or make other non-monetary changes necessary for the administration and implementation of the Contract.
3. Authorize the Executive Director to extend the time of performance for up to two years, in one-year increments, at the same annual cost, using funds to be approved through the annual budget process.

4. Find that approval of the attached Contract is exempt from the provisions of the California Environmental Quality Act because the activities will not have the potential for causing a significant effect on the environment.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of this recommended action is to enter into a Contract with Alliance Landcare, Inc., to provide vacant and parking lot and landscape maintenance services for the Commission.

FISCAL IMPACT/FINANCING

There is no impact on the County general fund.

The Contract will be funded with a total of \$164,600 in CDBG funds included in the Commission's Fiscal Year 2012-2013 approved budget. A 10 percent contingency, in the amount of \$16,460, is being set aside for unforeseen costs, using the same source of funds. The Contract may be extended for up to two additional years, in one-year increments, at the same annual cost. Funds for future years will be requested through the annual budget approval process.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The Contract will provide for necessary landscape maintenance services at a total of 66 lots owned or operated by the Commission, located throughout the County. Under the proposed Contract, Alliance Landcare will perform an estimated 418 hours of regular landscape maintenance services each month, depending on specific work needs approved by the Commission. Regular services include trash pick-up, mowing, weeding and bush and tree trimming. In addition, Alliance Landcare will routinely maintain and repair the irrigation/sprinkler systems and power-wash the parking lots twice each year. The cost of regular landscape maintenance services under the contract is \$83,028.

Alliance Landcare will also perform other services as-needed at the direction of the Commission. These services include additional tree services and removal of debris, such as tires and large appliances, which are often dumped on vacant lots. The contract provides for up to \$81,572 in as-needed services, for the total contract amount of \$164,600.

The proposed services are being federally funded, and are not subject to the requirements of the Greater Avenues for Independence (GAIN) Program or the Greater Relief Opportunity for Work (GROW) Program implemented by the County of Los Angeles. Instead, Alliance Landcare must comply with Section 3 of the Housing and Community Development Act of 1968, as amended, which requires that employment and other economic opportunities generated by certain U.S. Department of Housing and Urban Development (HUD) assistance be directed to low and very low-income persons, particularly to persons who are recipients of HUD housing assistance.

ENVIRONMENTAL DOCUMENTATION

Pursuant to Title 24 of the Code of Federal Regulations, Section 58.35 (a)(3)(iii), this action is excluded from the National Environmental Policy Act (NEPA) because it involves activities that will not alter existing environmental conditions. The action is exempt from the provisions of the CEQA pursuant to State CEQA Guidelines Section 15301 because it does not have the potential for

causing a significant effect on the environment.

CONTRACTING PROCESS

On July 10, 2012, an Invitation for Bids (IFB) process was initiated to identify a qualified contractor to provide vacant and parking lot landscape services for the Commission. Notices were mailed to 100 landscape contractors identified from the Commission's vendor list. An announcement was also posted on the County's WebVen website and on the Commission website.

By the deadline of August 7, 2012, three bids were received, and the bids were evaluated based on the cost for regular landscape maintenance services. Bidders also provided rates for additional labor and tree services. Alliance Landcare submitted the lowest bid and was determined to be responsive and responsible. The bidder's references provided favorable information and all required forms and certifications were executed correctly. Based on the bid results, Alliance Landcare is being recommended for Contract award.

The Summary of Outreach Activities is provided as Attachment A.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The proposed Contract will provide necessary vacant and parking lot landscape maintenance services for the Commission.

Respectfully submitted,



SEAN ROGAN
Executive Director

SR:ml

Enclosures

ATTACHMENT A

Summary of Outreach Activities

Vacant and Parking Lot Landscape Services

Beginning on July 10, 2012, the following outreach was initiated to identify landscape contractors who are able to provide necessary vacant and parking lot landscape maintenance services for the Community Development Commission.

A. Announcement

An announcement was posted on the County's WebVen website and on the Commission website.

B. Distribution of Notices

The Commission's vendor list was used to mail out the Invitation for Bids (IFB) to 100 landscape contractors, of which 44 identified themselves as firms owned by minorities or women (private firms that are 51 percent owned by minorities or women, or publicly owned businesses, in which 51 percent of the stock is held by minorities or women). As a result of the outreach, three bids were received.

C. Bid Results

On August 7, 2012, three bids were received, of which the lowest bidder was determined to be responsive and responsible. The bidders' references provided favorable information; all required forms and certifications were executed correctly. Based on the bid results, Alliance Landcare, Inc. is being recommended for Contract award.

<u>Bidder</u>	<u>Bid Amount (regular services)</u>
1. Alliance Landcare, Inc.	\$ 83,028.00
2. Conejo Crest	\$ 111,996.00
3. Toyo Landscaping Co.	\$ 226,368.00

D. Minority/Women Participation – Selected Agency

<u>Name</u>	<u>Ownership</u>	<u>Employees</u>
Alliance Landcare Inc	Non-Minority	Total: 18 Minorities: 13 (72%) Women: 2 (6%)

E. Minority/Women Participation – Firms Not Selected

<u>Name</u>	<u>Ownership</u>	<u>Employees</u>
Conejo Crest Landscape	Minority	Total: 118 Minorities: 115 (97%) Women: 3 (2%)

<u>Name</u>	<u>Ownership</u>	<u>Employees</u>
Toyo Landscaping Co.	Minority	Total: 10 Minorities: 9 (90%) Women: 1 (10%)

The Commission conducts ongoing outreach to encourage participation by minorities and women in the contract award process, including: providing information at local and national conferences, expos and vendor fairs, and mailing information to associations representing minorities and women. The above information has been voluntarily provided to the Commission.

The recommended award of Contract is being made in accordance with the Commission's policies and federal regulations and without regard to race, creed, color, or gender.

**CONTRACT
VACANT AND PARKING LOT LANDSCAPE SERVICES**

This Contract is made and entered into this _____ day of _____, 2012, by and between the Community Development Commission of the County of Los Angeles, hereinafter referred to as "Commission", and Alliance Landcare, Inc., hereinafter referred to as "Contractor."

RECITAL

1. PURPOSE

The Contractor is in the business of providing needed vacant and parking lot landscape services. On August 7, 2012, in response to the Commission's Request for Quotes Contractor submitted a bid to furnish the hereinafter-described vacant and parking lot landscape services to the Commission.

TERMS AND CONDITIONS

2. TERM

This Contract shall commence on October 1, 2012 and shall remain in full force and effect for twelve (12) months until September 30, 2013 unless sooner terminated as provided herein. This Contract may be extended in one-year increments, for a total of two (2) additional years at the sole discretion of the Commission.

3. CONTRACTOR'S RESPONSIBILITIES

The Contractor agrees to perform in a good workmanlike manner, to the satisfaction of the Commission's Executive Director, all the work described in the attached Statement of Work, Attachment A.

4. COMPENSATION

The Contractor shall submit to the Commission on the 1st day of each month an invoice on a form approved by the Commission for services rendered, as described in Attachment A, Statement of Work. Upon receipt and approval, the Commission will pay the Contractor within thirty (30) days of receipt and approval of the invoice in accordance with Attachment B, Fee Schedule. The yearly amount of compensation under this Contract shall not exceed One Hundred Sixty Four Thousand Six Hundred and 00/100 Dollars (\$164,600.00), and the total amount of compensation under this Contract will not exceed One Hundred Sixty Four Thousand Six Hundred and 00/100 Dollars (\$164,600.00), which shall include all related expenses.

The Contractor shall be paid in accordance with the Commission's standard accounts payable system.

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

5. SOURCE AND APPROPRIATION OF FUNDS

The Commission's obligation is payable only and solely from funds appropriated through the U.S. Department of Housing and Urban Development (HUD) and, for the purpose of this Contract. All funds are appropriated every fiscal year beginning July 1.

In the event this Contract extends into succeeding fiscal years and funds have not been appropriated, this Contract will automatically terminate as of June 30 of the current fiscal year. The Commission will endeavor to notify the Contractor in writing within ten (10) days of receipt of non-appropriation notice.

6. TERMINATION FOR IMPROPER CONSIDERATION

The Commission 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 Contractor, either directly or through an intermediary, to any County office, 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 Commission shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default by the Contractor.

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

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

7. ASSIGNMENT BY CONTRACTOR

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

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 affected 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 Commission in accordance with applicable provisions of this Contract.

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 Commission's express prior written approval, shall be a material breach of the Contract which may result in the termination of the Contract. In the event of such termination, the Commission shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default by the Contractor.

8. CONFIDENTIALITY OF REPORTS

The Contractor shall keep confidential all reports, information and data received, prepared or assembled pursuant to performance hereunder. Such information shall not be made available to any person, firm, corporation or entity without the prior written consent of the Commission.

9. SUBCONTRACTING

The Contractor may subcontract only those specific portions of work allowed in the original specifications covered by this Contract with prior written approval by the Commission.

The Contractor shall not subcontract any part of the work covered by this Contract or permit subcontracted work to be further subcontracted without prior written approval by the Commission.

10. INSURANCE

Without limiting Contractor's duties to indemnify and defend as provided in this Contract, Contractor shall procure and maintain, at Contractor's sole expense, the insurance policies described herein. Such insurance shall be secured from carriers admitted in California, or authorized to do business in California. Such carriers shall be in good standing with the California Secretary of State's Office and the California Department of Insurance. Such carriers must be admitted and approved by the California Department of Insurance or must be included on the California Department of Insurance List of Eligible Surplus Line Insurers (hereinafter "LESLI"). Such carriers must have a minimum rating of or equivalent to A:VIII in Best's Insurance Guide. Contractor shall, concurrent with the execution of this Contract, deliver to the Commission certificates of insurance with original endorsements evidencing the insurance coverage required by this Contract. If original endorsements are not immediately available, such endorsements may be delivered subsequent to the execution of this Contract, but no later than thirty (30) days following execution of this Contract. The certificates and endorsements shall be signed by a person authorized by the insurers to bind coverage on its behalf. Contractor shall provide Commission with certificates of insurance and applicable endorsements each year during the term of this Contract to evidence its annual compliance with the insurance requirements set forth herein. The Commission reserves the right to require complete certified copies of all policies at any time. Said insurance shall be in a form acceptable to the Commission and may provide for such deductibles as may be acceptable to the Commission. Any self-insurance program and self-insured retention must be separately approved by the Commission. In the event such insurance does provide for deductibles or self-insurance, Contractor agrees that it will defend, indemnify and hold harmless the Commission, the Housing Authority of the County of Los Angeles ("Housing Authority"), the County of Los Angeles ("County"), and their elected and appointed officers, officials, representatives, employees, and agents in the same manner as they would have been defended, indemnified and held harmless if full coverage under any applicable policy had been in effect. Each policy shall be endorsed to stipulate that the Commission be given at least thirty (30) days' written notice in advance of any cancellation or any reduction in limit(s) for any policy of insurance required herein. Contractor shall give the Commission immediate notice of any insurance claim or loss which may be covered by insurance. Contractor represents and warrants that the insurance coverage required herein will also be provided by any entities with which Contractor contracts, as detailed below. All certificates of insurance and additional insured endorsements shall carry the following identifier:

ALLIANCE LANDCARE INC.

The insurance policies set forth herein shall be primary and non-contributory insurance with respect to the Commission. The insurance policies shall contain a waiver of subrogation for the benefit of the Commission. Failure on the part of Contractor, and/or any entities with which Contractor contracts, to procure or maintain the insurance coverage required herein may, upon the Commission's sole discretion, constitute a material breach of this Contract pursuant to which the Commission may immediately terminate this Contract and exercise all other rights and remedies set forth herein, at its sole and absolute discretion, and without waiving such default or limiting the rights or remedies of the Commission, procure or renew such insurance and pay any and all premiums in connection therewith and all monies so paid by the Commission shall be immediately repaid by the Contractor to the Commission upon demand including interest thereon at the default rate. In the event of such a breach, the Commission shall have the right, at its sole election, to participate in and control any insurance claim, adjustment, or dispute with the insurance carrier. Contractor's failure to assert or delay in asserting any claim shall not diminish or impair the Commission's rights against the Contractor or the insurance carrier.

When Contractor, or any entity with which Contractor contracts, is naming the Commission as an additional insured on the general liability insurance policy set forth below, then the additional insured endorsement shall contain language similar to the language contained in ISO form CG 20 10 11 85. In the alternative and in Commission's sole and absolute discretion, it may accept both CG 20 10 10 01 and CG 20 37 10 01 in place of CG 20 10 11 85.

The following insurance policies shall be maintained by Contractor and any entity with which Contractor contracts for the duration of this Contract, unless otherwise set forth herein:

- A. GENERAL LIABILITY INSURANCE (written on ISO policy form CG 00 01 or its equivalent) including coverage for personal injury, death, property damage, and contractual liability with limits of not less than the following:

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

The Commission, Housing Authority, County, and each of their elected and appointed officers, officials, representatives, employees, and agents (hereinafter collectively referred to as the "Public Agencies and their Agents"), shall be named as additional insureds for contractor's work on such policy.

- B. AUTOMOBILE LIABILITY INSURANCE (written on ISO policy form CA 00 01 or its equivalent) with a limit of liability of not less than \$1 million for each incident. Such insurance shall include coverage of all "owned", "hired" and "non-owned" vehicles,

or coverage for "any auto". The Public Agencies and their Agents shall be named as additional insureds on such policy.

C. WORKERS' COMPENSATION and EMPLOYER'S LIABILITY insurance providing workers' compensation benefits, as required by the Labor Code of the State of California. This must include a waiver of subrogation in favor of the Public Agencies and their Agents. In all cases, the above insurance also shall include Employer's Liability coverage with limits of not less than the following:

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

11. INDEMNIFICATION

The Contractor shall indemnify, defend and hold harmless the Commission, Housing Authority, County, and each of their elected and appointed officers, officials, representatives, employees, and agents from and against any and all liability, demands, damages, claims, causes of action, expenses, and fees (including reasonable attorney's fees and costs and expert witness fees), including, but not limited to, claims for bodily injury, property damage, and death (hereinafter collectively referred to as "Liabilities"), that arise out of, pertain to, or relate to Contractor's acts, errors, or omissions arising from, pertaining to, or relating to this Contract except to the extent caused by the sole negligence or willful misconduct of Commission, Housing Authority, or County. This indemnification provision shall remain in full force and effect and survive the termination and/or expiration of this Contract. Contractor agrees to require any and all entities with which it contracts to agree to and abide by the above mentioned indemnification requirements in favor of the Commission, Housing Authority, and County, as applicable to each of them.

12. COMMISSION'S QUALITY ASSURANCE PLAN

The Commission will evaluate Contractor's performance under this Contract on not less than an annual basis. Such evaluation will include assessing Contractor's compliance with all contract terms and performance standards. Contractor deficiencies, which Commission 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 Commissioners. The report will include improvement/corrective action measures taken by the Commission and Contractor. If improvement does not occur consistent with the corrective measure, the Commission may terminate this Contract, pursuant to Paragraph 13 or 14, or impose other remedies as specified in this Contract.

A performance review will be conducted no later than ninety (90) days prior to the end of the first and second years of this Contract to evaluate the performance of the Contractor. Based on the assessment of the performance review, as determined by the Commission in its sole discretion, written notification will be given to the Contractor

whether this Contract will be terminated at the end of the current year or will be continued into the next contract year.

13. TERMINATION FOR CONVENIENCE

The Commission reserves the right to cancel this Contract for any reason at all upon thirty (30) days prior written notice to Contractor. In the event of such termination, Contractor shall be entitled to a prorated portion paid for all satisfactory work unless such termination is made for cause, in which event, compensation if any, shall be adjusted in such termination.

14. TERMINATION FOR CAUSE

This Contract may be terminated by the Commission upon written notice to the Contractor for just cause (failure to perform satisfactorily) with no penalties incurred by the Commission upon termination or upon the occurrence of any of the following events in A, B, C or D:

- A. Should the Contractor fail to perform all or any portion of the work required to be performed hereunder in a timely and good workmanlike manner or properly carry out the provisions of this Contract in their true intent and meaning, then in such case, notice thereof in writing will be served upon the Contractor, and should the Contractor neglect or refuse to provide a means for satisfactory compliance with this Contract and with the direction of the Commission within the time specified in such notice, the Commission shall have the power to suspend or terminate the operations of the Contractor in whole or in part.
- B. Should the Contractor fail within five (5) days to perform in a satisfactory manner, in accordance with the provisions of this Contract, or if the work to be done under this Contract is abandoned for more than three days by the Contractor, then notice of deficiency thereof in writing will be served upon Contractor by the Commission. Should the Contractor fail to comply with the terms of this Contract within five (5) days, upon receipt of said written notice of deficiency, the Executive Director of Commission shall have the power to suspend or terminate the operations of the Contractor in whole or in part.
- C. In the event that a petition of bankruptcy shall be filed by or against the Contractor.
- D. If, through any cause, the Contractor shall fail to fulfill, in a timely and proper manner, the obligations under this Contract, or if the Contractor shall violate any of the covenants, Contracts, or stipulations of this Contract, the Commission shall thereupon have the right to terminate this Contract by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least five days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models,

photographs and reports prepared by the Contractor under this Contract shall, at the option of the Commission become its property and the Contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed.

15. CONTRACTOR'S WARRANTY OF ADHERENCE TO COMMISSION'S CHILD SUPPORT COMPLIANCE PROGRAM

The Contractor acknowledges that the Commission has established a goal of ensuring that all individuals who benefit financially from the Commission through a 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 taxpayers of the County of Los Angeles.

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

16. TERMINATION FOR BREACH OF WARRANTY TO COMPLY WITH COMMISSION'S CHILD SUPPORT COMPLIANCE PROGRAM

Failure of the Contractor to maintain compliance with the requirements set forth in Paragraph 15, "*CONTRACTOR'S WARRANTY OF ADHERENCE TO COMMISSION'S CHILD SUPPORT COMPLIANCE PROGRAM*" shall constitute default under this contract. Without limiting the rights and remedies available to Commission under any other provision of this contract, failure of Contractor to cure such default within 90 calendar days of written notice shall be grounds upon which Commission may terminate this contract pursuant to Paragraph 14 - "*TERMINATION FOR CAUSE*" and pursue debarment of Contractor, pursuant to Commission Policy.

17. POST MOST WANTED DELINQUENT PARENTS LIST

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

18. INDEPENDENT CONTRACTOR

This Contract does not, is not intended to, nor shall it be construed to create the relationship of agent, employee or joint venture between the Commission and the Contractor.

19. EMPLOYEES OF CONTRACTOR

Workers' Compensation: The Contractor understands and agrees that all persons furnishing services to the Commission pursuant to this Contract are, for the purposes of Workers' Compensation liability, employees solely of the Contractor. Contractor shall bear sole responsibility and liability for providing Workers' Compensation benefits to any person for injuries arising from an accident connected with services provided to the Commission under this Contract.

Professional Conduct: The Commission does not and will not condone any acts, gestures, comments or conduct from the Contractor's employees, agents or subcontractors which may be construed as sexual harassment or any other type of activities or behavior that might be construed as harassment. The Commission will properly investigate all charges of harassment by residents, employees or agents of the Commission against any and all Contractor's employees, agents or subcontractors providing services for the Commission. The Contractor assumes all liability for the actions of the Contractor's employees, agents or subcontractors and is responsible for taking appropriate action after reports of harassment are received by the Contractor.

20. DRUG-FREE WORKPLACE ACT OF THE STATE OF CALIFORNIA

The Contractor certifies under penalty of perjury under the laws of the State of California that the Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990.

21. SAFETY STANDARDS AND ACCIDENT PREVENTION

The Contractor shall comply with all applicable federal, state and local laws governing safety, health and sanitation. The Contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions, as its own responsibility, reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of this Contract.

22. COMPLIANCE WITH LAWS

The Contractor agrees to be bound by all applicable federal, state and local laws, regulations, and directives as they pertain to the performance of this Contract, including but not limited to, the Housing and Community Development Act of 1974, as

amended by the Cranston-Gonzalez National Affordable Housing Act, 1990, and the 24 CFR Part 85, and the Americans with Disabilities Act of 1990. If the compensation under this Contract is in excess of \$100,000 then Contractor shall comply with applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 18579h), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency Regulations (40 CFR part 15).

The Contractor must obtain and present all relevant state and local insurance, training and licensing pursuant to services required within this Contract.

The Contractor shall comply with the following laws in Sections 23-32, inclusive, and 41-46, inclusive.

23. CIVIL RIGHTS ACT OF 1964, TITLE VI (NON-DISCRIMINATION IN FEDERALLY-ASSISTED PROGRAMS)

The Contractor shall comply with the Civil Rights Act of 1964 Title VI which provides that no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

24. SECTION 109 OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974

The Contractor shall comply with Section 109 of the Housing and Community Development Act of 1974 which states that no person in the United States shall, on the grounds of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

25. AGE DISCRIMINATION ACT OF 1975 AND SECTION 504 OF THE REHABILITATION ACT OF 1973

The Contractor shall comply with the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, which require that no person in the United States shall be excluded from participating in, denied the benefits of, or subject to discrimination under this Contract on the basis of age or with respect to an otherwise qualified disabled individual.

26. EXECUTIVE ORDER 11246 AND 11375, EQUAL OPPORTUNITY IN EMPLOYMENT (NON-DISCRIMINATION IN EMPLOYMENT BY GOVERNMENT CONTRACTORS AND SUBCONTRACTORS)

The Contractor shall comply with Executive Order 11246 and 11375, Equal Opportunity in Employment, which requires that during the performance of this

Contract, the Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated fairly during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of the non-discrimination clause.

The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

The Contractor will send to each labor union or representative of workers with which he has a collective bargaining Contract or other contract or understanding, a notice to be provided by the agency of the Contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment. The Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.

The Contractor will furnish all information and reports required by the Executive Order and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the Commission and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

In the event of Contractor's noncompliance with the non-discrimination clauses of this Contract or with any of such rules, regulations or orders, this Contract may be canceled, terminated or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in the Executive Orders and such other sanctions may be imposed and remedies invoked as provided in the Executive Order or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by law.

The Contractor will include the provisions of these paragraphs in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of the Executive Order No. 11246 of September 24, 1965, that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such actions with respect to any subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance, provided however, that in the event the Contractor becomes involved in, or is threatened with litigation by a subcontractor or vendor as a

result of such direction by the Commission, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

27. GREATER AVENUES FOR INDEPENDENCE (GAIN) PROGRAM AND GENERAL RELIEF OPPORTUNITIES FOR WORK (GROW) PROGRAM

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

28. FEDERAL LOBBYIST REQUIREMENTS

The Contractor is prohibited by the Department of Interior and Related Agencies Appropriations Act, known as the Byrd Amendments, and HUD's 24 CFR Part 87, from using federally appropriated funds for the purpose of influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, loan or cooperative Contract, and any extension, continuation, renewal, amendment or modification of said documents.

The Contractor must certify in writing on the Federal Lobbyist Requirements Certification form that they are familiar with the Federal Lobbyist Requirements and that all persons and/or subcontractors acting on behalf of the Contractor will comply with the Lobbyist Requirements.

Failure on the part of the Contractor or persons/subcontractors acting on behalf of the Contractor to fully comply with the Federal Lobbyist Requirements may be subject to civil penalties.

29. 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 1015.

30. USE OF RECYCLED-CONTENT PAPER PRODUCTS

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 the Project.

31. CONTRACTOR RESPONSIBILITY AND DEBARMENT

- A. A responsible contractor is a contractor, consultant, vendor, or operating agency who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the policy of the Commission, Housing Authority, and County to conduct business only with responsible contractors.
- B. The Contractor is hereby notified that if the Commission acquires information concerning the performance of the Contractor on this or other contracts which indicates that the Contractor is not responsible, the Commission may, in addition to other remedies provided in the contract, recommend that the Contractor be debarred from bidding or proposing on, or being awarded, and/or performing work on Commission contracts for a specified period of time, which generally will not to exceed five years but may exceed five years or be permanent if warranted by circumstances, and terminate any or all existing contracts the Contractor may have with the Commission.
- C. The Commission may recommend that the Board of Commissioners debar a contractor, consultant, vendor or operating agency if the Board of Commissioners finds, in its discretion, that the contractor, consultant, vendor, or operating agency has done any of the following: (1) violated any term of a contract with the Commission, Housing Authority, or County, or a nonprofit corporation created by the Commission, Housing Authority, or County (2) committed any act or omission which negatively reflects on the its quality, fitness or capacity to perform a contract with the Commission, Housing Authority, or County or any other public entity, or a nonprofit corporation created by the Commission, Housing Authority, or 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 Commission, Housing Authority, County, or any other public entity.
- D. If there is evidence that the Contractor may be subject to debarment, the Commission 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.
- E. 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 Commission shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Commissioners.

- F. 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 Contract Hearing Board shall be presented to the Board of Commissioners. The Board of Commissioners shall have the right to modify, deny or adopt the proposed decision and recommendation of the Hearing Board.
- G. If a Contractor has been debarred for a period longer than five years, that Contractor may, after the debarment has been in effect for at least five years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The Commission may, in its discretion, recommend that the Board of Commissioners 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 Commission.
- H. The Contractor Hearing Board will consider a request for review of the debarment determination only where (1) the Contractor has been debarred for a period longer than five years; (2) the debarment has been in effect for at least five years; and (3) the request is in writing, states one or more of the ground 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.

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 Commissioners. The Board of Commissioners shall have the right to modify, deny or adopt the proposed decision and recommendation of the Contractor Hearing Board.

- I. These terms shall also apply to subcontractors and subconsultants of County, Commission, or Housing Authority contractors, consultants, vendors and operating agencies.

32. COMPLIANCE WITH JURY SERVICE PROGRAM

- A. Unless the Contractor has demonstrated to the Commission satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program or that Contractor qualifies for an exception to the Jury Service Program, 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.
- B. For purposes of this Section, "Contractor" means a person, partnership, corporation or other entity which has a contract with the Commission, Housing Authority, or County or a subcontract with a Commission, Housing Authority, or 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 Commission, Housing Authority, or County contracts or subcontracts. "Employee" means any California resident who is a full time employee of 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 Commission or 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 Contractor uses any subcontractor to perform services for the Commission under the Contract, the subcontractor shall also be subject to the provisions of this Section. The provisions of this Section shall be inserted into any such subcontract Contract and a copy of the Jury Service Program shall be attached to the Contract.
- C. If the Contractor is not required to comply with the Jury Service Program when the Contract commences, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor shall immediately notify Commission if Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if Contractor no longer qualifies for an exception to the Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. The Commission may also require, at any time during the Contract and at its sole discretion, that Contractor demonstrate to the Commission's satisfaction that Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that Contractor continues to qualify for an exception to the Program.

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

33. ACCESS AND RETENTION OF RECORDS

The Contractor shall provide access to the Commission, the Federal Grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers and records of the Contractor which are directly pertinent to this Contract for the purpose of making audits, examinations, excerpts and transcriptions.

The Contractor is required to retain the aforementioned records for a period of five years after the Commission pays final payment and other pending matters are closed under this Contract.

34. CONFLICT OF INTEREST

The Contractor represents, warrants and agrees that to the best of its knowledge, it does not presently have, nor will it acquire during the term of this Contract, any interest direct or indirect, by contract, employment or otherwise, or as a partner, joint venture or shareholder (other than as a shareholder holding a one (1%) percent or less interest in publicly traded companies) or affiliate with any business or business entity that has entered into any contract, subcontract or arrangement with the Commission. Upon execution of this Contract and during its term, as appropriate, the Contractor shall, disclose in writing to the Commission any other contract or employment during the term of this Contract by any other persons, business or corporation in which employment will or may likely develop a conflict of interest between the Commission's interest and the interests of the third parties.

35. SEVERABILITY

In the event that any provision herein is held to be invalid, void, or illegal by any court of competent jurisdiction, the same shall be deemed severable from the remainder of this Agreement and shall in no way affect, impair or invalidate any other provision contained herein. If any such provision shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law.

36. INTERPRETATION

No provision of this Contract is to be interpreted for or against either party because that party or that party's legal representative drafted such provision, but this Contract is to be construed as if drafted by both parties hereto.

37. WAIVER

No breach of any provision hereof can be waived unless in writing. Waiver of any one breach of any provision shall not be deemed to be a waiver of any breach of the same or any other provision hereof.

38. PATENT RIGHTS

The Commission will hold all the patent rights with respect to any discovery or invention, which arises or is developed in the course of, or under this Contract.

39. COPYRIGHT

No report, maps, or other documents produced in whole or in part under this Contract shall be the subject of an application for copyright by or on behalf of the Contractor. All such documents become the property of the Commission and the Commission holds all the rights to said data.

40. NOTICES

The Commission shall provide the Contractor with notice of any injury or damage arising from or connected with services rendered pursuant to this Contract to the extent that Commission has actual knowledge of such injury or damage. Commission shall provide such notice within ten (10) days of receiving actual knowledge of such injury or damage.

Notices provided for in this Contract shall be in writing and shall be addressed to the person intended to receive the same, at the following address:

The Commission: Harold J. Pierce, Director
 Administrative Services Division
 Community Development Commission
 Of the County of Los Angeles
 2 Coral Circle
 Monterey Park, CA 91755

The Contractor: Jim Parker, Manager
 Alliance Landcare, Inc.
 3770 Grand Avenue
 Pomona, CA 91766

Notices addressed as above provided shall be deemed delivered three (3) business days after mailed by U.S. Mail or when delivered in person with written acknowledgement of the receipt thereof. The Contractor and the Commission may designate a different address or addresses for notices to be sent by giving written notice of such change of address to all other parties entitled to receive notice.

41. 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 *Attachment D – Required Contract Notices* of this Contract and is also available on the Internet at www.babysafela.org for printing purposes.

42. CONTRACTOR'S ACKNOWLEDGMENT OF COMMISSION'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW

The Contractor acknowledges that the Commission places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the Commission's policy to encourage all Commission Contractors to voluntarily post the Commission'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 Department of Children and Family Services of the County of Los Angeles will supply the Contractor with the poster to be used.

43. CONTRACTOR'S CHARITABLE CONTRIBUTIONS COMPLIANCE

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

44. COMPLIANCE WITH THE LIVING WAGE PROGRAM (LWP) (If Applicable)

44.1 Living Wage Program.

This Contract is subject to the provisions of the Commission's policy entitled Living Wage Program, and incorporated by reference into and made a part of this Contract.

44.2 Payment of Living Wage Rates.

44.2.1 Unless the Contractor has demonstrated to the Commission's satisfaction either that the Contractor is not an "Employer" as defined under the Program or that the Contractor qualifies for an

exception to the Living Wage Program, the Contractor shall pay its Employees no less than the applicable hourly living wage rate, as set forth immediately below, for the Employees' services provided to the Commission under the Contract:

- 44.2.2** Not less than \$11.84 per hour if, in addition to the per-hour wage, the Contractor contributes less than \$2.20 per hour towards the provision of bona fide health care benefits for its Employees and any dependents; or
- 44.2.3** Not less than \$9.64 per hour if, in addition to the per-hour wage, the Contractor contributes at least \$2.20 per hour towards the provision of bona fide health care benefits for its Employees and any dependents. The Contractor will be deemed to have contributed \$2.20 per hour towards the provision of bona fide health care benefits if the benefits are provided through the County Department of Health Services Community Health Plan. If, at any time during the Contract, the Contractor contributes less than \$2.20 per hour towards the provision of bona fide health care benefits, the Contractor shall be required to pay its Employees the higher hourly living wage rate.
- 44.2.4** For purposes of this Sub-paragraph, "Contractor" includes any subcontractor engaged by the Contractor to perform services for the Commission under the Contract. If the Contractor uses any subcontractor to perform services for the Commission under the Contract, the subcontractor shall be subject to the provisions of this Sub-paragraph. The provisions of this Sub-paragraph shall be inserted into any such subcontract Contract and a copy of the Living Wage Program shall be attached to the Contract. "Employee" means any individual who is an employee of the Contractor under the laws of California, and who is providing full-time services to the Contractor, some or all of which are provided to the Commission under the Contract. "Full-time" means a minimum of 40 hours worked per week, or a lesser number of hours, if the lesser number is a recognized industry standard and is approved as such by the Commission; however, fewer than 35 hours worked per week will not, in any event, be considered full-time.
- 44.2.5** If the Contractor is required to pay a living wage when the Contract commences, the Contractor shall continue to pay a living wage for the entire term of the Contract, including any option period.
- 44.2.6** If the Contractor is not required to pay a living wage when the Contract commences, the Contractor shall have a continuing obligation to review the applicability of its "exemption status" from

the living wage requirement. The Contractor shall immediately notify the Commission if the Contractor at any time either comes within the Living Wage Program's definition of "Employer" or if the Contractor no longer qualifies for an exception to the Living Wage Program. In either event, the Contractor shall immediately be required to commence paying the living wage and shall be obligated to pay the living wage for the remaining term of the Contract, including any option period. The Commission may also require, at any time during the Contract and at its sole discretion, that the Contractor demonstrate to the Commission's satisfaction that the Contractor either continues to remain outside of the Living Wage Program's definition of "Employer" and/or that the Contractor continues to qualify for an exception to the Living Wage Program. Unless the Contractor satisfies this requirement within the time frame permitted by the Commission, the Contractor shall immediately be required to pay the living wage for the remaining term of the Contract, including any option period.

44.3 Contractor's Submittal of Certified Monitoring Reports

The Contractor shall submit to the Commission certified monitoring reports at a frequency instructed by the Commission. The certified monitoring reports shall list all of the Contractor's Employees during the reporting period. The certified monitoring reports shall also verify the number of hours worked, the hourly wage rate paid, and the amount paid by the Contractor for health benefits, if any, for each of its Employees. The certified monitoring reports shall also state the name and identification number of the Contractor's current health care benefits plan, and the Contractor's portion of the premiums paid as well as the portion paid by each Employee. All certified monitoring reports shall be submitted on forms provided by the Commission, or other form approved by the Commission which contains the above information. The Commission reserves the right to request any additional information it may deem necessary. If the Commission requests additional information, the Contractor shall promptly provide such information. The Contractor, through one of its officers, shall certify under penalty of perjury that the information contained in each certified monitoring report is true and accurate.

44.4 Contractor's Ongoing Obligation to Report Labor Law/Payroll Violations and Claims

During the term of the Contract, if the Contractor becomes aware of any labor law/payroll violation or any complaint, investigation or proceeding ("claim") concerning any alleged labor law/payroll violation (including but not limited to any violation or claim pertaining to wages, hours and working conditions such as minimum wage, prevailing wage, living wage, the Fair Labor Standards Act, employment of minors, or unlawful employment discrimination), the Contractor shall immediately inform the Commission of any pertinent facts known by the Contractor regarding same. This disclosure obligation is not

limited to any labor law/payroll violation or claim arising out of the Contractor's contract with the Commission, but instead applies to any labor law/payroll violation or claim arising out of any of the Contractor's operations in California.

44.5 Commission Auditing of Contractor Records

Upon a minimum of twenty-four (24) hours' written notice, the Commission may audit, at the Contractor's place of business, any of the Contractor's records pertaining to the Contract, including all documents and information relating to the certified monitoring reports. The Contractor is required to maintain all such records in California until the expiration of four years from the date of final payment under the Contract. Authorized agents of the Commission shall have access to all such records during normal business hours for the entire period that records are to be maintained.

44.6 Notifications to Employees

The Contractor shall place Commission-provided living wage posters at each of the Contractor's places of business and locations where Contractor's Employees are working. The Contractor shall also distribute Commission-provided notices to each of its Employees at least once per year. The Contractor shall translate into Spanish and any other language spoken by a significant number of Employees the posters and handouts.

44.7 Enforcement and Remedies

If the Contractor fails to comply with the requirements of this Sub-paragraph, the Commission shall have the rights and remedies described in this Sub-paragraph in addition to any rights and remedies provided by law or equity.

44.8 Remedies For Submission of Late or Incomplete Certified Monitoring Reports

If the Contractor submits a certified monitoring report to the Commission after the date it is due or if the report submitted does not contain all of the required information or is inaccurate or is not properly certified, any such deficiency shall constitute a breach of the Contract. In the event of any such breach, the Commission may, in its sole discretion, exercise any or all of the following rights/remedies:

44.9 Withholding of Payment

If the Contractor fails to submit accurate, complete, timely and properly certified monitoring reports, the Commission may withhold from payment to the Contractor up to the full amount of any invoice that would otherwise be due, until Contractor has satisfied the concerns of the Commission, which may include required submittal of revised certified monitoring reports or additional supporting documentation.

44.9.1 Liquidated Damages.

It is mutually understood and agreed that the Contractor's failure to submit an accurate, complete, timely and properly certified monitoring report will result in damages being sustained by the Commission. It is also understood and agreed that the nature and amount of the damages will be extremely difficult and impractical to fix; that the liquidated damages set forth herein are the nearest and most exact measure of damages for such breach that can be fixed at this time; and that the liquidated damages are not intended as a penalty or forfeiture for the Contractor's breach. Therefore, in the event that a certified monitoring report is deficient, including but not limited to being late, inaccurate, incomplete or uncertified, it is agreed that the Commission may, in its sole discretion, assess against the Contractor liquidated damages in the amount of \$100 per monitoring report for each day until the Commission has been provided with a properly prepared, complete and certified monitoring report. The Commission may deduct any assessed liquidated damages from any payments otherwise due the Contractor.

44.9.2 Termination.

The Contractor's continued failure to submit accurate, complete, timely and properly certified monitoring reports may constitute a material breach of the Contract. In the event of such material breach, the Commission may, in its sole discretion, terminate the Contract.

44.9.3 Remedies for Payment of Less Than the Required Living Wage. If the Contractor fails to pay any Employee at least the applicable hourly living wage rate, such deficiency shall constitute a breach of the Contract. In the event of any such breach, the Commission may, in its sole discretion, exercise any or all of the following rights/remedies:

44.9.4 Withholding Payment.

If the Contractor fails to pay one or more of its Employees at least the applicable hourly living wage rate, the Commission may withhold from any payment otherwise due the Contractor the aggregate difference between the living wage amounts the Contractor was required to pay its Employees for a given pay period and the amount actually paid to the employees for that pay period. The Commission may withhold said amount until the Contractor has satisfied the Commission that any underpayment has been cured, which may include required submittal of revised certified monitoring reports or additional supporting documentation.

44.9.5 Liquidated Damages.

It is mutually understood and agreed that the Contractor's failure to pay any of its Employees at least the applicable hourly living wage rate will result in damages being sustained by the Commission. It is also understood and agreed that the nature and amount of the damages will be extremely difficult and impractical to fix; that the liquidated damages set forth herein are the nearest and most exact measure of damages for such breach that can be fixed at this time; and that the liquidated damages are not intended as a penalty or forfeiture for the Contractor's breach. Therefore, it is agreed that the Commission may, in its sole discretion, assess against the Contractor liquidated damages of \$50 per Employee per day for each and every instance of an underpayment to an Employee. The Commission may deduct any assessed liquidated damages from any payments otherwise due the Contractor.

44.9.6 Termination.

The Contractor's continued failure to pay any of its Employees the applicable hourly living wage rate may constitute a material breach of the Contract. In the event of such material breach, the Commission may, in its sole discretion, terminate the Contract.

44.9.7 Debarment.

In the event the Contractor breaches a requirement of this Sub-paragraph, the Commission may, in its sole discretion, bar the Contractor from the award of future Commission contracts for a period of time consistent with the seriousness of the breach, not to exceed three years.

44.10 Use of Full-Time Employees

The Contractor shall assign and use full-time Employees of the Contractor to provide services under the Contract unless the Contractor can demonstrate to the satisfaction of the Commission that it is necessary to use non-full-time Employees based on staffing efficiency or Commission requirements for the work to be performed under the Contract. It is understood and agreed that the Contractor shall not, under any circumstance, use non-full-time Employees for services provided under the Contract unless and until the Commission has provided written authorization for the use of same. The Contractor submitted with its bid a full-time Employee staffing plan. If the Contractor changes its full-time Employee staffing plan, the Contractor shall immediately provide a copy of the new staffing plan to the Commission.

44.11 Contractor Retaliation Prohibited

The Contractor and/or its Employees shall not take any adverse action which would result in the loss of any benefit of employment, any contract benefit, or any statutory benefit for any Employee, person or entity who has reported a

violation of the Living Wage Program to the Commission or to any other public or private agency, entity or person. A violation of the provisions of this Sub-paragraph may constitute a material breach of the Contract. In the event of such material breach, the Commission may, in its sole discretion, terminate the Contract.

44.12 Contractor Standards

During the term of this Contract, the Contractor shall maintain business stability, integrity in employee relations and the financial ability to pay a living wage to its employees. If requested to do so by the Commission, the Contractor shall demonstrate to the satisfaction of the Commission that the Contractor is complying with this requirement.

44.13 Neutrality in Labor Relations

The Contractor shall not use any consideration received under the Contract to hinder, or to further, organization of, or collective bargaining activities by or on behalf of the Contractor's employees, except that this restriction shall not apply to any expenditure made in the course of good faith collective bargaining, or to any expenditure pursuant to obligations incurred under a bona fide collective bargaining Contract, or which would otherwise be permitted under the provisions of the National Labor Relations Act.

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

The Contractor acknowledges that the Commission has established a goal of ensuring that all individuals and businesses that benefit financially from the Commission through contract are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers. Unless the Contractor qualifies for an exemption or exclusion, the Contractor warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this Contract will maintain compliance, with the County's Defaulted Tax Program pursuant to Los Angeles County Code, Chapter 2.206.

46. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

Failure of the Contractor to maintain compliance with the requirements set forth in Paragraph "CONTRACTOR'S WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM" shall constitute default under this Contract. Without limiting the rights and remedies available to the Commission under any other provision of this Contract, failure of the Contractor to cure such default within 10 days of notice shall be grounds upon which Commission may terminate this contract and/or pursue debarment of the Contractor, pursuant to

SIGNATURES

IN WITNESS WHEREOF, the Commission and the Contractor, through their duly authorized officers, have executed this Contract as of the date first above written.

**COMMUNITY DEVELOPMENT COMMISSION
OF THE COUNTY OF LOS ANGELES**

ALLIANCE LANDCARE, INC.

SEAN ROGAN
Executive Director

JIM PARKER
Manager

APPROVED AS TO FORM

JOHN F. KRATTLI
County Counsel



NANCY M. TAKADE
Principal Deputy County Counsel

**APPROVED AS TO PROGRAM:
ADMINISTRATIVE SERVICES DIVISION**

HAROLD J. PIERCE
Director

ATTACHMENT A
STATEMENT OF WORK

STATEMENT OF WORK

1.0 SCOPE OF WORK

The Community Development Commission (Commission)/Housing Authority of the County of Los Angeles (Housing Authority) is the County's affordable housing and community development agency. The Commission and the Housing Authority help strengthen neighborhoods, empower families, support local economies, and promote individual achievement. The Commission and the Housing Authority maintains many administrative buildings, housing developments and vacant properties within the County of Los Angeles.

2.0 GENERAL REQUIREMENTS

- 2.1 The Contractor shall possess a valid C-27 Landscaping Contractor license to perform all the work in accordance with this Statement of Work.
- 2.2 The Contractor shall provide lead personnel for each site crew that can communicate in English.
- 2.3 The Contractor shall provide all labor, materials, supplies and equipment necessary to complete all work as stated in this statement of work.
- 2.4 The Contractor shall not work or perform any operations, particularly during periods of inclement weather, which may destroy or damage ground cover or turf areas.
- 2.5 The Contractor's employees shall be trained in their assigned tasks and in the safe handling of equipment.
- 2.6 The Contractor's employees must wear safety and protective gear according to OSHA standards.
- 2.7 The Contractor shall submit notices of changes in personnel to the Commission.
- 2.8 The Contractor shall obtain the Commission's written approval prior to subcontracting any work.

3.0 SPECIFIC WORK REQUIREMENTS

The Contractor shall provide landscape services in accordance with this Statement of Work to all locations noted in Exhibit 1, Vacant and Parking Lots Sites and Landscape Task Sheet.

3.1 Vacant/Parking Lot Maintenance

The Contractor shall perform the following vacant/parking lot maintenance duties:

Lawn Care

- 3.1.1 All lawn areas shall be mowed and edged once a week.
- 3.1.2 Seeding shall be applied to all lawn areas twice a year.
- 3.1.3 All grass clippings shall be hauled away and disposed at Contractor's expense.

Trash & Debris Removal

- 3.1.4 Trash and debris removal shall be picked-up at each visit to the parking lots and vacant lots. This includes but not limited to foreign objects such as the following:
 - Furniture
 - Appliances
 - Wood
 - Mattresses
 - Tires
 - Any other discarded items found on the properties that are considered a nuisance
- 3.1.5 All trash and debris shall be hauled away and disposed at the Contractor's expense
- 3.1.6 All debris dumping (i.e. excessive construction material, mixed and unmixed soil, and extraordinary trash/material) shall be hauled away and disposed by the Contractor within 48 hours of the site visit or notification from the Commission. The Contractor shall provide an estimate to the Commission for approval for hauling away and disposal of debris.

Clean-up and Weed Abatement

- 3.1.7 Clean up and weed abatement shall be performed twice a week for parking lots and once a month for vacant lots.
- 3.1.8 Clean up and weed abatement shall include but not limited to cutting and removing all weeds and bushes, pruning and trimming shrubbery, and removing all fallen leaves, sticks and twigs. Vacant lots shall be left in a clean and raked condition.
- 3.1.9 All walkways, walls and parking lots shall be cleaned by use of a power washer, from all debris including but not limited to foreign objects such as the following:

- Gum
- Grease
- Paint
- Graffiti

3.1.10 Parking lots shall be swept and trash/debris picked up twice a week.

- Mondays
- Fridays

3.1.11 All vegetation clippings and debris shall be hauled away and disposed.

Sign Installation

3.1.12 The "No Trespassing" signs shall be installed/replaced when missing, damaged, or unreadable due to vandalism or graffiti, as directed by the Commission.

3.1.13 The Commission shall supply all "No Trespassing" signs.

Locking Gates

3.1.14 All gates shall be locked and secured prior to and after completion of lot maintenance service.

3.1.15 The Commission shall supply all locks and keys if requested by the Contractor. If the Contractor provides locks, the Contractor shall immediately notify the Commission and provide copies of all keys.

Parking Lots

3.1.16 All parking lots shall be cleared of debris and trash including all adjacent drain storms, gutters and planters. Parking lots shall be left in a cleaned and swept condition.

3.1.17 The Contractor shall conduct a water maintenance program in accordance with Section 3.4 - Water Management Program.

3.1.18 The Contractor shall perform irrigation repairs as needed in accordance with Section 3.5 – Irrigation System Maintenance.

3.1.19 All significant irrigation repairs shall be reported to the Commission and the cost shall be negotiated between the Contractor and Commission.

Emergency Maintenance and Repairs

3.1.20 All emergency maintenance and repairs shall be performed in accordance with Section 3.6 - Extraordinary Maintenance, Repairs and Replacement.

3.2 Tree Care Maintenance

The Contractor shall perform the following tree care duties:

Tree Maintenance

3.2.1. All trees shall be removed of all dead and damaged branches back to point of breaking.

3.2.1 All tree cuts must be made flush with parent limb or trunk to promote healing.

3.2.2 All trees shall be maintained at a continuous seven foot clearance for all branches hanging over walls and fourteen foot clearance for branches hanging over beyond curb line into paved sections or roadways.

3.2.3 Under no circumstances shall stripping of lower branches (raising up) of young trees be permitted.

3.2.4 Lower branches shall be retained in a "tripped back" or pinched conditioned with as much foliage as possible to promote caliper-retained growth (tapered trunk).

3.2.5 Lower branches shall be cut flush with trunk only after tree is able to stand erect without staking or other support.

3.2.6 All trees shall be pruned and thinned to allow proper shaping, growth, and air ventilation minimally on an annual basis.

Fertilization

3.2.7 All trees shall be fertilized with a drip line at least once per year during the months of March or April to provide a healthy color.

3.2.8 Fertilizers used shall be balanced organic or inorganic.

Irrigation

3.2.9 All tree irrigation shall be programmed in conjunction with automated controllers or manual control valve servicing turf or ground cover and shrub areas.

Equipment

- 3.2.10 Pruning and cutting equipment shall be kept sharpened to a condition that will permit leaving an unbraided cambium edge on final cuts. Such equipment shall also be kept clean and free from infectious material.
- 3.2.11 Brush clippers shall comply with CAL O.S.H.A. Requirements.
- 3.2.12 The use of climbing spikes will not be permitted except on Eucalyptus and Palm trees.
- 3.2.13 Aerial equipment shall be in compliance with California of Industrial Safety Orders, CAL O.S.H.A. and Federal A.N.S.I. a.92.2 1979 standard for vehicles mounted with elevating and rotating aerial devices and shall include dielectric certification for 100 K.V. test.

Pest Control

- 3.2.14 A pest control maintenance program shall be conducted on all tree cover pest, including vertebrates.
- 3.2.15 An application of insecticides or fungicides shall be applied necessary to prevent or control diseases and pests.

Tree Staking

- 3.2.16 All tree stakes shall not be placed closer than eight inches from the trunk of the tree.
- 3.2.17 All tree stakes and ties shall be placed to avoid bark chafing and shall be checked frequently and retied to prevent girding.
- 3.2.18 All tree replacements shall be supported by stakes as required.
- 3.2.19 All trees shall be staked with two treated lodge pole pine stakes not less than eight feet in length for five gallon size trees and not less than ten feet for fifteen gallon size trees.
- 3.2.20 All trees that require guy wires shall be of pliable zinc coated ten gauge wire two ties per tree.
- 3.2.21 All trees that require hose for covering shall be either new or used garden hose at least one half inch in diameter. Ties shall allow for minimum of three additional inches of clearance beyond the diameter of the branch or trunk being secured.
- 3.2.22 All self supporting trees shall have their stakes and ties removed.

3.2.23 A cost proposal for replacement of damaged or diseased trees shall be submitted to the Commission for approval.

3.3 Tree Services

The Contractor shall perform all tree services on an as needed basis, unless otherwise noted, at an additional cost based on the Attachment B, Fee Schedule.

Tree Trimming

3.3.1 All trimming shall be done to emphasize the natural characteristics of the tree.

3.3.2 All trimming shall be cut lateral to preserve the natural form of the tree.

3.3.3 All trimming shall include shorten the length of the limbs which extend beyond the natural perimeter. The crown shall form a symmetrical shape with the weight evenly distributed when trimming is complete.

3.3.4 Vine tendrils shall be removed without injury to the tree and cleared at least eighteen inches from the base of the tree.

3.3.5 All foreign vegetation, vines entwined in the trees and sucker growths on the tree trunks shall be removed.

3.3.6 All trimming shall include removal of deadwood, weak, split, diseased, insect infested, broken, low or crossing limbs and branches with extremely narrow angles.

3.3.7 All stubs shall be removed one inch in diameter throughout the tree.

3.3.8 Any structural weakness, dead or diseased trees, decayed trunks or branches shall be reported to the Commission Facilities Supervisor or Housing Authority Maintenance Supervisor.

3.3.9 All traffic trimming shall provide adequate clearance for moving vehicles within the traveled roadways, for pedestrian on the sidewalks and for structures with their connecting utility lines.

- Final minimum clearance under trees shall be as follows:
 - 17 ft. over the travel roadway
 - 7 ft. over sidewalks
 - 5 ft. from any building where practicable

- When pruning the bottom branches for under clearance, care shall be taken to obtain a balanced appearance when viewed from the opposite side of the tree.

3.3.10 Tree branches shall be trimmed to clear all adjacent structures by a minimum of five feet.

3.3.11 All limbs that are one or more inches in diameter shall be precut to prevent splitting.

3.3.12 To prevent bark tearing, remove large limbs with three cuts and the following:

- First cut shall be on the underside of the branch one to two feet from the crotch.
- Second cut shall be one to three inches further from the crotch than the first cut, completely through the limb.
- The third and final cut is made after the main part of the branch is removed
- Cuts shall not be made so large that they prevent sap flow.

Tree Crowning

3.3.13 All tree crowning shall consist of reducing the head size of the tree approximately 33%.

3.3.14 All tree crowning shall include cutting end of branches to lighten the end weight where such overburden appears to cause breakage of limbs.

3.3.15 All trees shall have a symmetrical form with the weight of the trees distributed evenly.

3.3.16 All trees shall be topped by using the "drop crotch" method.

Tree Removal

3.3.17 All tree removal shall include cutting down and disposing of all tree parts including the stump and root removal. The use of climbing spikes will be permitted.

3.3.18 All trees over twenty feet shall be topped prior to removal, unless a tree is unable to withstand the strain of the topping procedure. If a tree cannot be topped, branches will be lowered by another method.

3.3.19 All trees shall be de-limbed by removing lower limbs first than working toward the top of the tree.

3.3.20 All trees with stubs twelve or more inches in length shall be left to provide crotches for lowering section of the trunk or main limbs.

3.3.21 All trees shall be removed according to the site map that will be provided by the Commission staff.

3.3.22 Extreme care shall be taken to prevent limbs, branches and trunks from falling and creating damage to adjacent homes, driveways, streets, fences, lawns, irrigation and other property both public and private. If necessary brush mats, tires, logs or skids shall be used to avoid causing damages.

3.3.23 Stump removal shall include grinding out the stump and surface roots, to a minimum depth of twelve inches below ground level and the following:

- Stump holes shall be backfilled with chips from the stump that is removed.
- The chips shall be neatly mounded to a height of six to eight inches above the ground.
- With the approval from the Commission, stump holes may be backfilled with Class A topsoil.
- Grass seed or sod shall be required where turf area is damaged.

3.3.24 All debris from stump removal shall be removed from the work site and no debris shall be left on the site overnight. The worksite shall be raked and broom cleaned.

3.4 Water Management Program

The Contractor shall provide a Water Management Program (WMP) that shall consist of the following duties, where applicable:

3.4.1 The WMP shall provide a proper watering schedule to the Commission.

3.4.2 The WMP shall provide an adjustment of sprinkler heads and valves to give application of sufficient water for all plant material but restrict water run-off or water ponding.

3.4.3 The WMP shall provide an adjustment of timers, seasonal or as needed to give proper water coverage during wet and dry periods.

3.4.4 The WMP shall provide water conservation devices upon approval of the Commission.

3.4.5 The Contractor shall indemnify the Commission, Housing Authority, its agents, officers and employees from and against the costs resulting from any and all fines and/or penalties imposed upon or levied against the Commission by and independent agency, city or municipality arising from or connected with the misuse of water in violation of water conservation acts by the Contractor.

3.4.6 Specifically, such misuse shall include, but not limited to:

- Improper irrigation practices.
- Illegal usage of water for cleaning purposes.
- Failure to respond to broken or mechanically defective irrigation components within a 24-hour time frame.

3.5 Irrigation System Maintenance

The Contractor shall perform the following Irrigation System Maintenance (ISM) duties, where applicable:

3.5.1 The ISM shall cover all labor for irrigation repairs to parts up to 1½”.

- Heads
- Risers

3.5.2 Any labor involving repairs for parts larger than 1 ½” will be treated as an additional service on an as needed basis.

- Valves
- Controllers
- Mainline Repairs

*A proposal shall be submitted prior to the work taking place.

3.5.3 The ISM shall provide a proper maintenance schedule by maintaining and keeping operable all irrigation equipment consisting of the following:

- Sprinkler Heads
- Valves
- Lines
- Risers
- Automatic Controllers
- Backflow Prevention Devices

3.5.4 The ISM shall not include complete piping replacement of the irrigation system.

- 3.5.5 All irrigation PVC pipe fittings over 1 ½" (see below) for the ISM shall be supplied by the Commission, as requested by the Contractor.
- Sprinkler Heads
 - Valves
 - Risers
 - Automatic Controllers
 - Backflow Prevention Devices
- 3.5.6 The ISM shall identify location of irrigation parts ordered in quantities over ten each on site maps. The site maps will identify problem areas.
- 3.5.7 The ISM shall replace all irrigation parts with original materials or substitutes approved by the Commission in writing prior to any installation.
- 3.5.8 The ISM shall respond to all complaints for repairs to the irrigation system immediately.
- 3.5.9 The ISM shall have a responsible person (s) to receive inquiries, service requests and complaints.
- 3.5.10 The ISM shall be responsible at all times for watering and the bleeding of the valves as required to sustain and prevent loss of turf, trees, plants and ground cover.
- 3.5.11 The ISM shall comply with all local plumbing codes. The Contractor shall be responsible for all permits when required.
- 3.5.12 The ISM shall be responsible for all "as-built" drawings.
- 3.5.13 The ISM shall be responsible for locating the following items on the current set of irrigation plans:
- All Controllers
 - Backflow Devices
 - Gate Valves
 - Couplers
- 3.5.14 The ISM shall mark nearest sidewalk, curb or driveway with color-coded permanent marker at the direction of the Commission
- 3.5.15 The ISM shall be controlled to not cause any excessively wet areas, which would interfere with the Contractor's ability to mow all turf.

3.5.16 The ISM shall repair all leaking or defective valves within six hours of notification, during normal business working hours or within twenty-four (24) hours following written notification from the Commission.

3.5.17 The ISM shall monitor and adjust irrigation controllers taking into consideration the water requirements of each station.

3.5.18 The ISM shall monitor any irregularities in the operation of the backflow prevention devices.

3.5.19 The Contractor shall indemnify the Commission, Housing Authority, its agents, officers and employees from and against the costs resulting from any and all fines and/or penalties imposed upon or levied against the Commission by and independent agency, city or municipality arising from or connected with the misuse of water in violation of water conservation acts by the Contractor.

3.5.20 Specifically, such misuse shall include, but not limited to:

- Improper irrigation practices.
- Illegal usage of water for cleaning purposes.
- Failure to respond to broken or mechanically defective irrigation components within a 24-hour time frame.

3.6 Extraordinary Maintenance, Repairs and Replacements

The Contractor shall perform maintenance, repairs and replacements due to extraordinary incidents as follows:

3.6.1 The Contractor shall be responsible for the labor only to perform maintenance, repairs or replacements when needed but not limited to the following:

- Vandalism
- Acts of God
- Third Party Negligence

3.6.2 All maintenance, repairs or replacements shall be for the following but not limited to:

- Damaged, diseased, untreatable or dead ground or trees.
- Inoperable irrigation equipment described in Section 3.5 - Irrigation System Maintenance. Material expenses are reimbursable to the Contractor
- Erosion Repair

- 3.6.3 All maintenance, repairs and replacements shall have written estimates that must be submitted to the Commission for review and approval prior to the start date.
- 3.6.4 Any work performed by the Contractor without Commission approval shall not be reimbursed, no exceptions.
- 3.6.5 The Commission reserves the right to deny any maintenance, repair and replacement work requests, perform and subcontract such work as deemed necessary.

4.0 RESPONSIBILITIES

The Commission and the Contractor's responsibilities are as follows:

Commission

4.1 Personnel

- 4.1.1 The Commission shall monitor the Contractor's performance in the daily operation of this Contract.
- 4.1.2 The Commission shall provide direction to the Contractor in areas relating to policy, information and procedural requirements.
- 4.1.3 The Commission shall prepare amendments to the Contract in accordance with the Contract.

4.2 Furnished Items

- 4.2.1 The Commission shall provide the Contractor with the necessary supplies and parts required to perform necessary repairs to the irrigation system in accordance with Section 3.3 Irrigation System Maintenance.
- 4.2.2 The Commission shall provide the Contractor with the necessary supplies and parts in accordance with Section 3.4 Extraordinary Maintenance, Repairs and Replacements.

Contractor

4.3 Project Manager

- 4.3.1 The Contractor shall provide a full-time Project Manager with 5 years of experience in managing projects of similar size and scope as contained in this Statement of Work.
- 4.3.2 The Contractor's Project Manager shall act as a central point of contact with the Commission, and shall have full authority to act for

the Contractor on all matters relating to the daily operation of the Contract.

4.3.3 The Contractor's Project Manager shall be able to effectively communicate, in English, both orally and in writing.

4.4 Personnel

4.4.1 The Contractor shall assign a sufficient number of employees to perform the required work. There shall be a lead landscaper for each crew on site and shall be authorized to act for the Contractor in every detail and must be able to communicate, read and understand English effectively.

4.4.2 The lead landscaper for each crew on site shall have full responsibility for directing the entire crew on his or her shift and will be identified to Commission staff.

4.4.3 The Commission requires the Contractor, at the Contractor's expense, to conduct background security checks on their employees assigned to the Contract.

4.5 Uniform / Key Card

4.5.1 The Contractor's employees assigned to the Contract shall wear an appropriate uniform at all times. The uniform must display the Contractor's company name.

4.6 Materials and Equipment

The Contractor is responsible for the purchase of all materials/equipment to provide the needed services. The Contractor shall use materials and equipment that are safe for the environment and safe for use by the Contractor's employee.

4.7 Training

The Contractor shall provide training programs for all new employees and continuing in-service training for all employees. All employees shall be trained in their assigned tasks and in the safe handling of equipment. All equipment shall be checked daily for safety. All employees must wear safety and protective gear according to Cal-OSHA standards.

4.8 Contractor's Office

The Contractor shall maintain an office with a telephone in the company's name where the Contractor conducts business. At least one employee who can respond to inquiries and complaints that may be received about the Contractor's performance of the Contract shall staff the office during the hours of 8:00 a.m. to 5:00 p.m., Monday through Friday. When the office is closed, an answering service shall be provided to receive calls. The

Contractor shall answer calls received by the answering service within two (2) hours of receipt of the call.

4.9 Periodic Meetings and Job Walks

The Contractor is required to attend a meeting or job walk at the request of the Commission to review deficiencies or concerns regarding required services as defined in this Statement of Work. Failure to attend or contact two (2) hours to reschedule will cause an assessment of fifty dollars (\$50.00).

4.10 Reports and Schedules

The Contractor shall submit written work reports of the past month's activities and schedules for the forthcoming month's activities, monthly with normal invoicing. The following shall be included, but not limited to:

- Monthly summaries for pesticide use
- Notification of change in work schedule
- Monthly maintenance schedule
- Irrigation Schedule
- Pesticide Use Report
- Hazard or Damage Report
- Irrigation Test Report
- Deficiencies corrected within that month include dates and site personnel who corrected the deficiencies.
- Date Stamped Photos of work performed at each lot for documentation purposes

4.11 Use of Pesticides

The Contractor shall perform at his or her sole expense the services outlined in this section.

Application

4.11.1 All work involving the use of chemicals shall be accomplished by a State of California licensed pesticide applicator.

Permits

4.11.2 All chemicals requiring a special permit for use must have a written recommendation by a licensed California Pest Control Advisor prior to chemical application.

4.11.3 All chemicals shall be registered by the Contractor with County Agricultural Housing Commissioner's Office.

4.11.4 A copy of the recommendation and the registration of all chemicals shall be given to the Commission prior to application.

Compliance with Regulations

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

Safety Data Sheet

4.11.6 Prior to chemical applications for each chemical used, Contractor must file a Chemical Safety Data Sheet with the Commission Facility Site.

4.12 Emergency Response

Whenever immediate action is required to prevent impending injury, death or property damage to the facilities being maintained, the Commission may, after reasonable attempt to notify the Contractor, charge the cost thereof against the Contractor, or may deduct any such cost from any amount due to the Contractor from the Commission.

5.0 HOURS / DAYS OF WORK

Commission office hours are from 8:00 a.m. to 5:00 p.m. Commission offices are closed on the following Holidays:

- New Years Day
- Martin Luther King Day
- Presidents Day
- Memorial Day
- Independence Day
- Labor Day
- Columbus Day
- Veterans Day
- Thanksgiving Day
- Day after Thanksgiving Day
- Christmas Day

6.0 WORK SCHEDULES

The Contractor shall submit for review and approval a work schedule for each facility to the Commission within ten (10) days prior to starting work. The work schedules shall be set on an annual calendar identifying all the required on-going maintenance tasks and task frequencies. The schedules shall list the time frames by day of the week, morning, and afternoon, and the tasks to be performed. The Contractor is required to make up any days missed due to a recognized holiday or rain.

The Contractor shall submit revised schedules when actual performance differs substantially from planned performance. The revisions shall be submitted to the

Commission for review and approval within five (5) working days prior to scheduled time for work.

7.0 QUALITY CONTROL PLAN

The Contractor shall establish and utilize a comprehensive Quality Control Plan to assure the Commission a consistently high level of service throughout the term of the Contract. The Plan shall be submitted to the Commission for review. The plan shall include, but not be limited to the following:

- Method of monitoring to ensure that Contract requirements are being met;
- A record of all inspections conducted by the Contractor;
 - any corrective action taken,
 - the time a problem was first identified,
 - a clear description of the problem,
 - and the time elapsed between identification and completed corrective action,
- The record shall be provided to the Commission upon request.

8.0 QUALITY ASSURANCE PLAN

The Commission will evaluate the Contractor's performance under this Contract using the following quality assurance procedures:

8.1 Performance Requirements Summary (Exhibit 2)

The Commission shall use a Performance Requirements Summary (PRS) chart, Technical Exhibit 1, to monitor the Contractor's work performance and efforts to remedy any and all deficiencies throughout the term of this Contract. The chart shall contain, at a minimum, the following:

- Each section of the Contract/SOW referenced and identified;
- The standard of performance (description of the work requirement)
- The method to be used to monitor work performance
- The fees/deductions to be assessed for each service that is not satisfactory

All listings of services used in the PRS are intended to be completely consistent with the Contract and the SOW, and are not meant in any case to create, extend, revise, or expand any obligation of the Contractor beyond that defined in the Contract and the SOW. In any case of apparent inconsistency between services as stated in the Contract and the SOW and this PRS, the meaning apparent in the Contract and the SOW will prevail. If any service seems to be created in this PRS which is not clearly and forthrightly set forth in the Contract and the SOW, that apparent service will be null and void and place no requirement on the Contractor.

When the Contractor's performance does not conform to the requirements of this Contract, the Commission will have the option to apply the following non-performance remedies:

- Require the Contractor to implement a formal corrective action plan, subject to approval by the Commission. In the plan, the Contractor must include reasons for the unacceptable performance, specific steps to return performance to an acceptable level, and monitoring methods to prevent recurrence.
- Reduce payment to the Contractor by a computed amount based on the penalty fee(s) in the PRS.
- Reduce, suspend or cancel this Contract for systematic, deliberate misrepresentations or unacceptable levels of performance.
- Failure of the Contractor to comply with or satisfy the request(s) for improvement of performance or to perform the neglected work specified within ten (10) days shall constitute authorization for the Commission/ Housing Authority to have the service(s) performed by others. The entire cost of such work performed by others as a consequence of the Contractor's failure to perform said service(s), as determined by the Commission, shall be credited to the Commission/ Housing Authority on the Contractor's future invoice.

This section does not preclude the Commission's/Housing Authority's right to terminate the contract upon thirty (30) days written notice with or without cause, as provided for in the Contract, Section 13 - Termination for Convenience.

8.2 Periodic Performance Reviews

The Commission will conduct periodic reviews to evaluate the Contractor's performance.

8.3 Contract Deficiency Notice

The Commission will make verbal notification to the Contractor of a Contract deficiency as soon as the deficiency is identified. The problem should be resolved within a time period mutually agreed upon by the Commission and the Contractor.

If resolution of the deficiency does not result from the verbal notification, the Commission will determine whether a formal Contract Deficiency Notice shall be issued. Upon receipt of this document, the Contractor is required to respond in writing to the Commission within five (5) workdays, acknowledging the reported deficiencies or presenting contrary evidence. A plan for correction of all deficiencies identified in the Contract Discrepancy Report shall be submitted to the Commission within ten (10) workdays.

8.4 Commission Observations

In addition to divisional contracting staff, other Commission personnel may observe performance, activities, and review documents relevant to this Contract at any time during normal business hours. However, these personnel may not unreasonably interfere with the Contractor's performance.

9.0 ADDITION/DELETION OF SERVICES

The Commission reserves the right to add or delete services during the term of the Contract. The Contractor's fees will be adjusted by negotiation between the Commission and the Contractor.

**EXHIBIT 1
VACANT AND PARKING LOTS SITES
AND
LANDSCAPE TASK SHEET**

Sites	Vacant / Parking Lot Maintenance (Sec. 3.1)	Tree Care Maintenance (Sec. 3.2)	Tree Service (Sec. 3.3)	Water Management Program (Sec. 3.4)	Irrigation System Maintenance (Sec. 3.5)	Extraordinary Maintenance, Repairs & Replacements (Sec. 3.6)
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ED Walnut Park Area Lots						
2615/55 Walnut Street Walnut Park, CA 90255	R	R	AS	R	AS	AS

ED West Altadena Area Lots						
2144 Yucca Lane West Altadena, CA 91001	R	R	AS	NR	NR	AS
2399 Olive Avenue Altadena, CA 91001	R	R	AS	NR	NR	AS
2200 Yucca Lane West Altadena, CA 91001	R	R	AS	NR	NR	AS
2300-2304 Lincoln Avenue West Altadena, CA 91001	R	R	AS	NR	NR	AS
2383 Olive Avenue West Altadena, CA 91001	R	R	AS	NR	NR	AS
462 Archwood Place West Altadena, CA 91001	R	R	AS	NR	NR	AS
2231 Lincoln Ave West Altadena, CA 91001	R	R	AS	NR	NR	AS
2136 Yucca Lane West Altadena, CA 91001	R	R	AS	NR	NR	AS
2367 Olive Avenue West Altadena, CA 91001	R	R	AS	NR	NR	AS
2261-2271 Lincoln Avenue West Altadena, CA 91001	R	R	AS	NR	NR	AS
470 Archwood Place West Altadena, CA 91001	R	R	AS	NR	NR	AS

ED East Rancho Area Lots						
4618 E. Compton Boulevard Compton, CA 90221	R	R	AS	NR	NR	AS
15614 S. Washington Avenue Compton, CA 90221	R	R	AS	NR	NR	AS

ED Maravilla Area Lots						
4495 E. Cesar Chavez Avenue Los Angeles, CA 90022	R	R	AS	NR	NR	AS
4552 Floral Drive Los Angeles, Ca 90022	R	R	AS	NR	NR	AS
4527 E. 3 rd Street Los Angeles, CA 90022	R	R	AS	NR	NR	AS
4655 E. 3 rd Street Los Angeles, CA 90022	R	R	AS	NR	NR	AS
4496 E Cesar Chavez Avenue Los Angeles, CA 90022	R	R	AS	NR	NR	AS
4768 Floral Drive Los Angeles, CA 90022	R	R	AS	NR	NR	AS
4525 E. 3 rd Street Los Angeles, CA 90022	R	R	AS	NR	NR	AS
4651 E. 3 rd Street Los Angeles, CA 90022	R	R	AS	NR	NR	AS
4639 E. 3 rd Street Los Angeles, CA 90022	R	R	AS	NR	NR	AS

ED Willowbrook Area Lots						
1601/25/30/34/31-35/49/55/58 E. 117 th Street Los Angeles, CA 90059	R	R	AS	NR	NR	AS
11716/20-22 S Compton Ave Los Angeles, CA 90059	R	R	AS	NR	NR	AS
1932/2026-28 E. 119 th Street Los Angeles, CA 90059	R	R	AS	NR	NR	AS
11909 Willowbrook Avenue Los Angeles, CA 90059	R	R	AS	NR	NR	AS
11736 Bandera Avenue Los Angeles, CA 90059	R	R	AS	NR	NR	AS
1865 E. 118 th Street Los Angeles, CA 90059	R	R	AS	NR	NR	AS
11737 S. Wilmington Ave Los Angeles, CA 90059	R	R	AS	NR	NR	AS
12701/09 Willowbrook Ave Compton, CA 90059	R	R	AS	NR	NR	AS

SOW-EXHIBIT 1

11752 Bandera Ave Los Angeles, CA 90059	R	R	AS	NR	NR	AS
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ED Successo Agency Property Lots

4657 E. 3 rd Street Los Angeles, CA 90022	R	R	AS	NR	NR	AS
4643 E. 3 rd Street Los Angeles, CA 90022	R	R	AS	NR	NR	AS
219 S. Dangler Avenue Los Angeles, CA 90022	R	R	AS	NR	NR	AS
4612 E. 3 rd Street Los Angeles, CA 90022	R	R	AS	NR	NR	AS
11714 Compton Avenue Los Angeles, CA 90059	R	R	AS	NR	NR	AS
11709/31-37/54-56 S. Holmes Ave Los Angeles, CA 90059	R	R	AS	NR	NR	AS
12031 Willowbrook Avenue Los Angeles, CA 90059	R	R	AS	NR	NR	AS
11743 S. Wilmington Ave Los Angeles, CA 90059	R	R	AS	NR	NR	AS
12617/25 Willowbrook Ave Compton, CA 90059	R	R	AS	NR	NR	AS
11753 S. Wilmington Avenue Los Angeles, CA 90059	R	R	AS	NR	NR	AS
11742/46/50/56/58 Bandera Ave Los Angeles, CA 90059	R	R	AS	NR	NR	AS
11732 Bandera Ave Los Angeles, CA 90059	R	R	AS	NR	NR	AS
11736 Bandera Avenue Los Angeles, CA 90059	R	R	AS	NR	NR	AS
1758 E. 117 th Street Los Angeles, CA 90059	R	R	AS	NR	NR	AS
Lot 177 - E. 118 th Street Los Angeles, CA 90059 (NE Corner of Holmes & 118 th St.)	R	R	AS	NR	NR	AS
11908 Wilmington Los Angeles, CA 90059	R	R	AS	NR	NR	AS
11908 ½ Wilmington Los Angeles, CA 90059	R	R	AS	NR	NR	AS

HD Area A Lots

1248/52, 1300/04/14 W 105 th St Los Angeles, CA 90003	R	R	AS	NR	NR	AS
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SOW-EXHIBIT 1

10500 S. Normandie Avenue Los Angeles, CA 90044	R	R	AS	NR	NR	AS
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HD Area B Lots						
11716-18 S. New Hampshire Los Angeles, CA 90044	R	R	AS	NR	NR	AS
1310 W 94 th Street Los Angeles, Ca 90044	R	R	AS	NR	NR	AS
1307 W 109 th Street Los Angeles, CA 90044	R	R	AS	NR	NR	AS
11503 S. New Hampshire Los Angeles, CA 90044	R	R	AS	NR	NR	AS

HD Area C Lots						
6305 Holmes Avenue Los Angeles, CA 90044	R	R	AS	NR	NR	AS
8501 Miramonte Blvd. Los Angeles, CA 90001	R	R	AS	NR	NR	AS
215 E. El Segundo Boulevard Los Angeles, CA 90001	R	R	AS	NR	NR	AS
2530 Santa Ana Street Los Angeles, CA 90059	R	R	AS	NR	NR	AS
1236/44/52 Galemont Avenue Whittier, CA 91745	R	R	AS	NR	NR	AS
11137 Budlong Avenue Los Angeles, CA 90044	R	R	AS	NR	NR	AS

HD Area D Lots						
4341 Eagle Street E. Los Angeles, CA 90022	R	R	AS	NR	NR	AS
13024 Salinas Avenue Los Angeles, CA 90059	R	R	AS	NR	NR	AS
892/898 South 3 rd Avenue La Puente, CA 91746	NR	NR	NR	NR	NR	AS
14733 Stanford Avenue Los Angeles, CA 90059	NR	NR	NR	NR	NR	AS
11649-50 Antwerp Street Los Angeles, CA 90059	NR	NR	NR	NR	NR	AS
Notes: R – Required Task NR – Not a Required Task AS – As Needed and/or When Request by the Commission						

SOW-EXHIBIT 1

EXHIBIT 2

PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART

REFERENCE/ REQUIRED SERVICE	STANDARD PERFORMANCE	OF	MONITORING METHOD	DEDUCTIONS/FEEES TO BE ASSESSED
SOW Section 3.1 Vacant/Lot Parking Lot Maintenance	100% Completion of Required Services	of	Inspection & Observation	\$50 per occurrence in addition to the cost to service the site
SOW Section 3.2 Water Management Program	100% Completion of Required Services	of	Inspection & Observation	\$50 per occurrence
SOW Section 3.3 Irrigation System Maintenance	100% Completion of Required Services	of	Inspection & Observation	\$50 per occurrence
SOW Section 3.20 Extraordinary Maintenance, Repairs & Replacements	100% Completion of Required Services	of	Inspection & Observation	\$50 per occurrence
SOW Section 4.4.1 Personnel	The Contractor shall ensure that a sufficient number of employees perform the required work.		Inspection & Observation	\$100 per occurrence
SOW Section 4.5.1 Uniforms	The Contractor shall ensure all employees wear approved uniforms.		Inspection and Observation	\$50 per occurrence
SOW Section 4.9 Periodic Meetings & Job Walks	The Contractor shall attend meetings or job walks at the Commission's request.		Observation of Attendance	\$50 per occurrence
SOW Section 4.10 Reports & Schedules	The Contractor shall submit written work reports of the past month's activities as well as schedules for the		Acceptance and Inspection of Reports & Schedules	\$50 per occurrence

REFERENCE/ REQUIRED SERVICE	STANDARD PERFORMANCE	OF	DEDUCTIONS/FEEES TO BE ASSESSED	MONITORING METHOD
	forthcoming activities.	month's		
SOW Section 4.11 Use of Pesticides	100 % Completion of Required Services		\$50 per occurrence	Inspection & Observation
SOW Section 4.12 Emergency Response	100 % Completion of Required Services		\$50 per occurrence	Observation of Response Time & Inspection
SOW Section 6.0 Work Schedules	The Contractor shall submit for review and approval, a work schedule ten days prior to beginning the work. If there are changes to the schedule, the Contractor shall submit a revised schedule within five working days.		\$50 per occurrence	Inspection & Observation
SOW Section 6.0 Work Schedules	The Contractor shall make- up any days missed due to a holiday and shall notify the Commission of the date.		\$50 per occurrence	Inspection & Observation

ATTACHMENT B

FEE SCHEDULE

**FEE SCHEDULE
FOR
VACANT AND PARKING LOT LANDSCAPE SERVICES**

The Contractor shall provide vacant and parking lot landscape services in accordance with Attachment A, Statement of Work.

SECTION 1: VACANT AND PARKING LOT LANDSCAPE SERVICES			
<u>Group/ Number of Sites</u>	Worker Hours (Monthly)	COST	
		<u>Monthly</u>	<u>Yearly</u>
ER Walnut Park Area Lots			
2615/55 Walnut Street Walnut Park, CA 90255	18	\$300.00	\$3,600.00
SUBTOTALS	18	\$300.00	\$3,600.00

ER West Altadena Area			
2144 Yucca Lane West Altadena, CA 91001	8	\$132.00	\$1,584.00
2399 Olive Avenue Altadena, CA 91001	4	\$65.00	\$780.00
2200 Yucca Lane West Altadena, CA 91001	19	\$313.50	\$3,762.00
2300-2304 Lincoln Avenue West Altadena, CA 91001	4	\$65.00	\$780.00
2383 Olive Avenue West Altadena, CA 91001	4	\$65.00	\$780.00
462 Archwood Place West Altadena, CA 91001	4	\$65.00	\$780.00
2231 Lincoln Ave West Altadena, CA 91001	9	\$148.50	\$1,782.00
2136 Yucca Lane West Altadena, CA 91001	4	\$65.00	\$780.00
2367 Olive Avenue West Altadena, CA 91001	4	\$65.00	\$780.00
2261-2271 Lincoln Avenue West Altadena, CA 91001	4	\$65.00	\$780.00
470 Archwood Place West Altadena, CA 91001	4	\$65.00	\$780.00
SUBTOTALS	68	\$1,114.00	\$13,368.00

ER East Rancho Area			
4618 E. Compton Boulevard Compton, CA 90221	12	\$49.50	\$594.00
15614 S. Washington Avenue Compton, CA 90221	9	\$148.50	\$1,782.00
SUBTOTALS	12	\$198.00	\$2,376.00

ER Maravilla Area			
4495 E. Cesar Chavez Avenue Los Angeles, CA 90022	4	\$75.00	\$900.00
4552 Floral Drive Los Angeles, Ca 90022	4	\$75.00	\$900.00
4527 E. 3 rd Street Los Angeles, CA 90022	4	\$75.00	\$900.00
4655 E. 3 rd Street Los Angeles, CA 90022	4	\$65.00	\$780.00
4496 E Cesar Chavez Avenue Los Angeles, CA 90022	4	\$75.00	\$900.00
4768 Floral Drive Los Angeles, CA 90022	4	\$75.00	\$900.00
4525 E. 3 rd Street Los Angeles, CA 90022	5	\$82.50	\$990.00
4651 E. 3 rd Street Los Angeles, CA 90022	5	\$82.50	\$990.00
4639 E. 3 rd Street Los Angeles, CA 90022	5	\$82.50	\$990.00
SUBTOTALS	39	\$687.50	\$8,250.00

ED Willowbrook Area			
1601/25/30/34/31-35/49/55/58 E. 117 th Street Los Angeles, CA 90059	11	\$181.50	\$2,178.00
11716/20-22 S Compton Avenue Los Angeles, CA 90059	5	\$82.50	\$990.00
1932/2026-28 E. 119 th Street Los Angeles, CA 90059	5	\$82.50	\$990.00
11909 Willowbrook Avenue Los Angeles, CA 90059	5	\$82.50	\$990.00
11736 Bandera Avenue Los Angeles, CA 90059	4	\$65.00	\$780.00
1865 E. 118 th Street Los Angeles, CA 90059	4	\$65.00	\$780.00
11737 S. Wilmington Ave Los Angeles, CA 90059	5	\$82.50	\$990.00
12701/09 Willowbrook Ave Compton, CA 90059	20	\$330.00	\$3,960.00
11752 Bandera Ave Los Angeles, CA 90059	4	\$65.00	\$780.00
SUBTOTALS	63	\$1,036.50	\$12,438.00

ER Successor Agency Properties			
4657 E. 3 rd Street Los Angeles, CA 90022	4	\$65.00	\$780.00
4643 E. 3 rd Street Los Angeles, CA 90022	4	\$65.00	\$780.00
219 S. Dangler Avenue Los Angeles, CA 90022	4	\$65.00	\$780.00
4612 E. 3 rd Street Los Angeles, CA 90022	5	\$82.50	\$990.00

11714 Compton Avenue Los Angeles, CA 90059	4	\$65.00	\$780.00
11709/31-37/54-56 S. Holmes Ave Los Angeles, CA 90059	4	\$65.00	\$780.00
12031 Willowbrook Avenue Los Angeles, CA 90059	4	\$65.00	\$780.00
11743 S. Wilmington Ave Los Angeles, CA 90059	4	\$65.00	\$780.00
12617/25 Willowbrook Ave Compton, CA 90059	4	\$65.00	\$780.00
11753 S. Wilmington Avenue Los Angeles, CA 90059	5	\$82.50	\$990.00
11742/46/50/56/58 Bandera Ave Los Angeles, CA 90059	8	\$132.00	\$1,584.00
11732 Bandera Ave Los Angeles, CA 90059	4	\$65.00	\$780.00
11736 Bandera Avenue Los Angeles, CA 90059	5	\$82.50	\$990.00
1758 E. 117 th Street Los Angeles, CA 90059	4	\$65.00	\$780.00
Lot 177 - E. 118 th Street Los Angeles, CA 90059 (NE Corner of Holmes & 118 th St.)	4	\$65.00	\$780.00
11908 Wilmington Los Angeles, CA 90059	5	\$82.50	\$990.00
11908 ½ Wilmington Los Angeles, CA 90059	5	\$82.50	\$990.00
SUBTOTALS	77	\$1,259.50	\$15,114.00

HDP Area A			
1248/52/1300/04/14 W. 105 th St. Los Angeles, CA 90003	8	\$132.00	\$1,584.00
10500 S. Normandie Avenue Los Angeles, CA 90044	2	\$33.00	\$396.00
SUBTOTALS	10	\$165.00	\$1,980.00

HDP Area B			
11716-18 S. New Hampshire Los Angeles, CA 90044	5	\$82.50	\$990.00
1310 W 94 th Street Los Angeles, CA 90044	5	\$82.50	\$990.00
1307 W 109 th Street Los Angeles, CA 90044	5	\$82.50	\$990.00
11503 S. New Hampshire Los Angeles, CA 90044	5	\$82.50	\$990.00
SUBTOTALS	20	\$330.00	\$3,960.00

HDP Area C			
6305 Holmes Avenue Los Angeles, CA 90044	4	\$65.00	\$780.00
8501 Miramonte Boulevard Los Angeles, CA 90001	5	\$82.50	\$990.00

Fee Schedule

215 E. El Segundo Blvd. Los Angeles, CA 90001	4	\$65.00	\$780.00
2530 Santa Ana Street Los Angeles, CA 90059	8	\$132.00	\$1,584.00
1236/44/52 Galemont Avenue Whittier, CA 91745	22	\$363.00	\$4,356.00
11137 Budlong Avenue Los Angeles, CA 90044	4	\$65.00	\$780.00
SUBTOTALS	47	\$772.50	\$9,270.00

HDP Area D			
4341 Eagle Street E. Los Angeles, CA 90022	5	\$82.50	\$990.00
13024 Salinas Avenue Los Angeles, CA 90059	35	\$577.50	\$6,930.00
892/898 South 3 rd Avenue La Puente, CA 91746	8	\$132.00	\$1,584.00
14733 Stanford Avenue Los Angeles, CA 90059	8	\$132.00	\$1,584.00
11649-50 Antwerp Street Los Angeles, CA 90059	8	\$132.00	\$1,584.00
SUBTOTALS	64	\$1,056.00	\$12,672.00

GRAND TOTALS	418	\$6,919.00	\$83,028.00
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SECTION II: OTHER LANDSCAPE SERVICES		
<u>Service</u>	<u>Unit</u>	<u>Cost</u>
Tree Trimming	<u>Per Inch (Diameter)</u>	<u>\$17.00</u>
Tree Crowning	<u>Per Foot</u>	<u>\$35.00</u>
Tree Removal & Stump	<u>Per Inch (Diameter)</u>	<u>\$55.00</u>
Landscape Irrigation Fitter	<u>Hourly</u>	<u>\$55.00</u>
Laborer	<u>Hourly</u>	<u>\$38.00</u>

ATTACHMENT C
REQUIRED FORMS



**COMMUNITY DEVELOPMENT COMMISSION
CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM
APPLICATION FOR EXEMPTION AND CERTIFICATION FORM**

The Community Development Commission's (Commission) solicitation for this contract/purchase order (Request for Proposal or Invitation for Bid) is subject to the Commission's Contractor Employee Jury Service Program (Program). All bidders or proposers, whether a contractor or subcontractor, must complete this form to either 1) request an exemption from the Program requirements or 2) certify compliance. Upon review of the submitted form, the Commission will determine, in its sole discretion, whether the bidder or proposer is exempted from the Program.

Company Name: <u>Alliant Land Care</u>		
Company Address: <u>PO Box 796</u>		
City: <u>Chico</u>	State: <u>Ca</u>	Zip Code: <u>91708</u>
Telephone Number: <u>909 590-4100</u>		
Solicitation For (Type of Goods or Services): <u>Landscaping maintenance Tree Trimming</u>		

If you believe the Jury Service Program does not apply to your business, check the appropriate box in Part I (attach documentation to support your claim); or, complete Part II to certify compliance with the Program. Whether you complete Part I or Part II, please sign and date this form below.

Part I: Jury Service Program Is Not Applicable to My Business

- My business does not meet the definition of "contractor," as defined in the Program as it has not received an aggregate sum of \$50,000 or more in any 12-month period under one or more Commission contracts or subcontracts (this exemption is not available if the contract/purchase order itself exceeds \$50,000). I understand that the exemption will be lost and I must comply with the Program if my revenues from the Commission will exceed an aggregate sum of \$50,000 in any 12-month period.
- My business is a small business as defined in the Program. It 1) has ten or fewer employees; and, 2) has annual gross revenues in the preceding twelve months which, if added to the annual amount of this contract, is \$500,000 or less; and, 3) is not an affiliate or subsidiary of a business dominant in its field of operation, as defined below. I understand that the exemption will be lost and I must comply with the Program if the number of employees in my business and my gross annual revenues exceed the above limits.

"Dominant in its field of operation" means having more than ten employees, including full-time and part-time 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.

- My business is subject to a Collective Bargaining Agreement (attach agreement) that expressly provides that it supersedes all provisions of the Program.

OR

Part II - Certification of Compliance

- My business has and adheres to a written policy that provides, on an annual basis, no less than five days of regular pay for actual jury service for full-time employees of the business who are also California residents, or my company will have and adhere to such a policy prior to award of the contract.

I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.

Print Name: <u>Jim Parker</u>	Title: <u>Manager</u>
Signature:	Date: <u>7-12-12</u>



CHARITABLE CONTRIBUTIONS CERTIFICATION



Alliance Land Care
 Company Name
PO Box 746 Chino, CA 91708
 Address
263497424
 Internal Revenue Service Employer Identification Number
N/A
 California Registry of Charitable Trusts "CT" number (if applicable)

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

CERTIFICATION

YES NO

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

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OR

YES NO

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

() ()

[Signature]
 Signature
7-12-12
 Date
Jim Parker Moraga
 Name and Title (please type or print)



EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

Alliance Land Care
Vendor's Name

PO Box 746 Chico CA 91702
Address

263997424
Internal Revenue Service Employer Identification Number

GENERAL

The Contractor 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, the State of California, and all local ordinances. The Contractor further certifies that all subcontractors, suppliers, vendors and distributors with whom the Contractor has a contractual relationship are also in compliance with all applicable federal, state and local anti-discriminatory laws.

VENDOR'S CERTIFICATION

1. The vendor has a written policy statement prohibiting discrimination in all phases of employment.
2. The vendor periodically conducts a self-analysis or utilization analysis of its work force.
3. The vendor has a system for determining if its employment practices are discriminatory against protected groups.
4. Where problem areas are identified in employment practices, the vendor has a system for taking reasonable corrective action, to include establishment of goals of timetables.

Authorized Official:

Name: Jim Paeka Title: Manager

Signature: [Signature] Date: 7-12-12

FEDERAL LOBBYIST REQUIREMENTS
CERTIFICATION



Name of Firm: Alliancehard Care Date: 7-12-12
Address: PO Box 746 Chico
State: Ca Zip Code: 91708 Phone No.: 909 590-4100

Acting on behalf of the above named firm, as its Authorized Official, I make the following Certification to the Department of Housing and Urban Development (HUD) and the Community Development Commission, County of Los Angeles:

- 1) No Federal appropriated funds have been paid, by or on behalf of the above named firm to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of and Federal grant, loan or cooperative agreement, and any extension, continuation, renewal, amendment, or modification thereof, and;
- 2) If any funds other than Federal appropriated funds have paid or will be paid to any person for influencing or attempting to influence an officer or employee or any agency, a Member of Congress an officer or employee of Congress or an employee of a Member of Congress in connection with this Federal contract, grant loan, or cooperative agreement, the above named firm shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions, and;
- 3) The above name firm shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreement) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into the transaction imposed by Section 1352 Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Authorized Official:

Name: Jim Parku Title: Manager
Signature: [Signature] Date: 7-12-12

**CERTIFICATION OF COMPLIANCE WITH THE COUNTY'S
DEFAULTED PROPERTY TAX REDUCTION PROGRAM**



Company Name: <u>Alliance Land Care</u>		
Company Address: <u>PO Box 746</u>		
City: <u>Chico</u>	State: <u>Ca</u>	Zip Code: <u>91205</u>
Telephone Number: <u>909 590-4100</u>	Email address: <u>Parker.jm@hcontract.com</u>	
Solicitation/Contract For <u>Landscape maintenance</u> Services:		

The Proposer/Bidder/Contractor certifies that:

- It is familiar with the terms of the County's Defaulted Property Tax Reduction Program, Los Angeles County Code Chapter 2.206; **AND**

To the best of its knowledge, after a reasonable inquiry, the Proposer/Bidder/Contractor is not in default, as that term is defined in Los Angeles County Code Section 2.206.020.E, on any Los Angeles County property tax obligation; **AND**

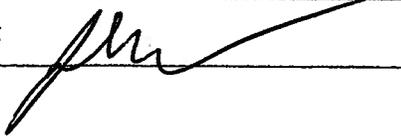
The Proposer/Bidder/Contractor agrees to comply with the County's Defaulted Property Tax Reduction Program during the term of any awarded contract.

- OR -

- I am exempt from the County of Los Angeles Defaulted Property Tax Reduction Program, pursuant to Los Angeles County Code Section 2.206.060. The following exemption applies to my contract:

- Mandated by federal or state law or a condition of federal or state program;
- The purchase is made through a state or federal contract;
- The purchase is made for equipment or supplies for, or by the National Association of Counties, U.S. Communities Government Purchasing Alliance, or other similar related group purchasing organization;
- Sole source provider with exclusive and proprietary rights to services or goods;
- Emergency services provider for services or goods;
- Provide mission critical goods and/or services and is determined to be exempt by the Board of Commissioners;
- Required to comply with the laws of the United States or California, which are inconsistent with this program.

I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.

Print Name: <u>Jim Parker</u>	Title: <u>Manager</u>
Signature: 	Date: <u>7-12-12</u>

ATTACHMENT D
REQUIRED NOTICES

COUNTY OF LOS ANGELES
DEFAULTED PROPERTY TAX REDUCTION PROGRAM
(Los Angeles County Code 2.206)

- 2.206.010 Findings and declarations.
- 2.206.020 Definitions.
- 2.206.030 Applicability.
- 2.206.040 Required solicitation and contract language.
- 2.206.050 Administration and compliance certification.
- 2.206.060 Exclusions/Exemptions.
- 2.206.070 Enforcement and remedies.
- 2.206.080 Severability.

2.206.010 Findings and declarations.

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

2.206.020 Definitions.

The following definitions shall be applicable to this chapter:

- A. "Contractor" shall mean any person, firm, corporation, partnership, or combination thereof, which submits a bid or proposal or enters into a contract or agreement with the County.
- B. "County" shall mean the county of Los Angeles or any public entities for which the Board of Supervisors is the governing body.
- C. "County Property Taxes" shall mean any property tax obligation on the County's secured or unsecured roll; except for tax obligations on the secured roll with respect to property held by a Contractor in a trust or fiduciary capacity or otherwise not beneficially owned by the Contractor.
- D. "Department" shall mean the County department, entity, or organization responsible for the solicitation and/or administration of the contract.
- E. "Default" shall mean any property tax obligation on the secured roll that has been deemed defaulted by operation of law pursuant to California Revenue and Taxation Code section 3436; or any property tax obligation on the unsecured roll that remains unpaid on the applicable delinquency date pursuant to California Revenue and Taxation Code section 2922; except for any property tax obligation dispute pending before the Assessment Appeals Board.
- F. "Solicitation" shall mean the County's process to obtain bids or proposals for goods and services.
- G. "Treasurer-Tax Collector" shall mean the Treasurer and Tax Collector of the County of Los Angeles. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.030 Applicability.

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

2.206.040 Required solicitation and contract language.

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

- A. Requires any Contractor to keep County Property Taxes out of Default status at all times during the term of an awarded contract;
- B. Provides that the failure of the Contractor to comply with the provisions in this chapter may prevent the Contractor from being awarded a new contract; and
- C. Provides that the failure of the Contractor to comply with the provisions in this chapter may constitute a material breach of an existing contract, and failure to cure the breach within 10 days of notice by the County by paying the outstanding County Property Tax or making payments in a manner agreed to and approved by the Treasurer-Tax Collector, may subject the contract to suspension and/or termination. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.050 Administration and compliance certification.

- A. The Treasurer-Tax Collector shall be responsible for the administration of this chapter. The Treasurer-Tax Collector shall, with the assistance of the Chief Executive Officer, Director of Internal Services, and County Counsel, issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other departments.
- B. Contractor shall be required to certify, at the time of submitting any bid or proposal to the County, or entering into any new contract, or renewal, extension or amendment of an existing contract with the County, that it is in compliance with this chapter is not in Default on any County Property Taxes or is current in payments due under any approved payment arrangement. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.060 Exclusions/Exemptions.

- A. This chapter shall not apply to the following contracts:
 1. Chief Executive Office delegated authority agreements under \$50,000;
 2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor;
 3. A purchase made through a state or federal contract;
 4. A contract where state or federal monies are used to fund service related programs, including but not limited to voucher programs, foster care, or other social programs that provide immediate direct assistance;
 5. Purchase orders under a master agreement, where the Contractor was certified at the time the master agreement was entered into and at any subsequent renewal, extension and/or amendment to the master agreement.
 6. Purchase orders issued by Internal Services Department under \$100,000 that is not the result of a competitive bidding process.

7. Program agreements that utilize Board of Supervisors' discretionary funds;
 8. National contracts established for the purchase of equipment and supplies for and by the National Association of Counties, U.S. Communities Government Purchasing Alliance, or any similar related group purchasing organization;
 9. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles Purchasing Policy and Procedures Manual, section P-3700 or a successor provision;
 10. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, section 4.6.0 or a successor provision;
 11. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section P-2810 or a successor provision;
 12. A non-agreement purchase worth a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section A-0300 or a successor provision; or
 13. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual section P-0900 or a successor provision;
 14. Other contracts for mission critical goods and/or services where the Board of Supervisors determines that an exemption is justified.
- B. Other laws. This chapter shall not be interpreted or applied to any Contractor in a manner inconsistent with the laws of the United States or California. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.070 Enforcement and remedies.

- A. The information furnished by each Contractor certifying that it is in compliance with this chapter shall be under penalty of perjury.
- B. No Contractor shall willfully and knowingly make a false statement certifying compliance with this chapter for the purpose of obtaining or retaining a County contract.
- C. For Contractor's violation of any provision of this chapter, the County department head responsible for administering the contract may do one or more of the following:
 1. Recommend to the Board of Supervisors the termination of the contract; and/or,
 2. Pursuant to chapter 2.202, seek the debarment of the contractor; and/or,
 3. Recommend to the Board of Supervisors that an exemption is justified pursuant to Section 2.206.060.A.14 of this chapter or payment deferral as provided pursuant to the California Revenue and Taxation Code. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.080 Severability.

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

BACKGROUND AND RESOURCES: CALIFORNIA CHARITIES REGULATION

There is a keen public interest in preventing misuse of charitable contributions. California's "Supervision of Trustees and Fundraisers for Charitable Purposes Act" regulates those raising and receiving charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) tightened Charitable Purposes Act requirements for charitable organization administration and fundraising.

The Charitable Purposes Act rules cover California public benefit corporations, unincorporated associations, and trustee entities. They may include similar foreign corporations doing business or holding property in California. Generally, an organization is subject to the registration and reporting requirements of the Charitable Purposes Act if it is a California nonprofit public benefit corporation or is tax exempt under Internal Revenue Code § 501(c)(3), and not exempt from reporting under Government Code § 12583. Most educational institutions, hospitals, cemeteries, and religious organizations are exempt from Supervision of Trustees Act requirements.

Key new Charitable Purposes Act requirements affect executive compensation, fundraising practices and documentation. Charities with over \$2 million of revenues (excluding grants and service-contract funds a governmental entity requires to be accounted for) have new audit requirements. Charities required to have audits must also establish an audit committee whose members have no material financial interest in any entity doing business with the charity.

Organizations or persons that receive or raise charitable contributions are likely to be subject to the Charitable Purposes Act. A bidder/proposer on Commission and/or Housing Authority contracts must determine if it is subject to the Charitable Purposes Act and certify either that:

- It is not presently subject to the Act, but will comply if later activities make it subject, or,
- If subject, it is currently in compliance.

RESOURCES

The following resource references are offered to assist bidders/proposers who engage in charitable contributions activities, however, each bidder/proposer is responsible to research and determine its own legal obligations and properly complete the Charitable Contributions Certification form.

In California, supervision of charities is the responsibility of the Attorney General, whose website, <http://caag.state.ca.us/>, contains much information helpful to regulated charitable organizations.

1. LAWS AFFECTING NONPROFITS

The "Supervision of Trustees and Fundraisers for Charitable Purposes Act" is found at California Government Code §§ 12580 through 12599.7. Implementing regulations are found at Title 11, California Code of Regulations, §§ 300 through 312. In California, charitable solicitations ("advertising") are governed by Business & Professions Code §§ 17510 through 17510.95. Regulation of nonprofit corporations is found at Title 11, California Code of Regulations, §§ 999.1 through 999.5. (Amended regulations are pending.) Links to all of these rules are at: <http://caag.state.ca.us/charities/statutes.htm>.

2. SUPPORT FOR NONPROFIT ORGANIZATIONS

Several organizations offer both complimentary and fee-based assistance to nonprofits, including in Los Angeles, the *Center for Nonprofit Management*, 606 S. Olive St #2450, Los Angeles, CA 90014 (213) 623-7080 <http://www.cnmsocal.org/>, and statewide, the *California Association of Nonprofits*, <http://www.canonprofits.org/>. Both organizations' websites offer information about how to establish and manage a charitable organization.

The above information, including the organizations listed, is for informational purposes only. Nothing contained in this sub-section shall be construed as an endorsement by the Commission of such organizations.



Department of the Treasury
Internal Revenue Service

Notice 1015

(Rev. December 2009)

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

What Is the EIC?

The EIC is a refundable tax credit for certain workers.

Which Employees Must I Notify About the EIC?

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

Note. You are encouraged to notify each employee whose wages for 2009 are less than \$48,279 that he or she may be eligible for the EIC.

How and When Must I Notify My Employees?

You must give the employee one of the following:

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

If you are required to give Form W-2 and do so on time, no further notice is necessary if the Form W-2 has the required information about the EIC on the back of the employee's copy. If a substitute Form W-2 is given on time but does not have the required information, you must notify the employee within 1 week of the date the substitute Form W-2 is given. If Form W-2 is required but is not given on time, you must give the employee Notice 797 or your written statement by the date Form W-2 is required to be given. If Form W-2 is not required, you must notify the employee by February 8, 2010.

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

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

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

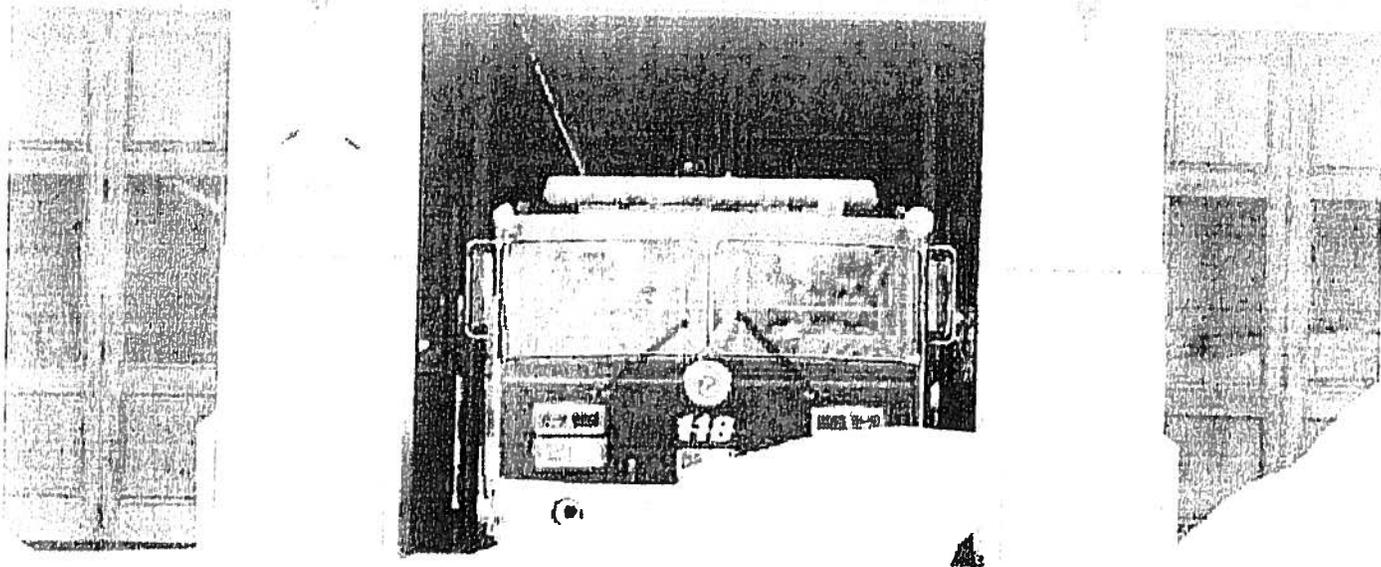
How Do My Employees Claim the EIC?

Eligible employees claim the EIC on their 2009 tax return. Even employees who have no tax withheld from their pay or owe no tax can claim the EIC and get a refund, but they must file a tax return to do so. For example, if an employee has no tax withheld in 2009 and owes no tax but is eligible for a credit of \$829, he or she must file a 2009 tax return to get the \$829 refund.

How Do My Employees Get Advance EIC Payments?

Eligible employees who expect to have a qualifying child for 2010 can get part of the credit with their pay during the year by giving you a completed Form W-5, Earned Income Credit Advance Payment Certificate. You must include advance EIC payments with wages paid to these employees, but the payments are not wages and are not subject to payroll taxes. Generally, the payments are made from withheld income, social security, and Medicare taxes. For details, see Pub. 15 (Circular E), Employer's Tax Guide.

Safely surrendered





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 anyone about the baby being in the hospital?

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.

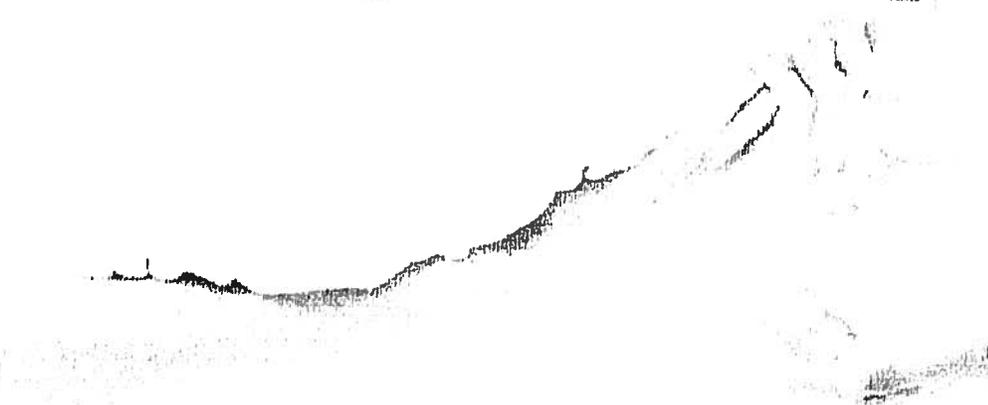
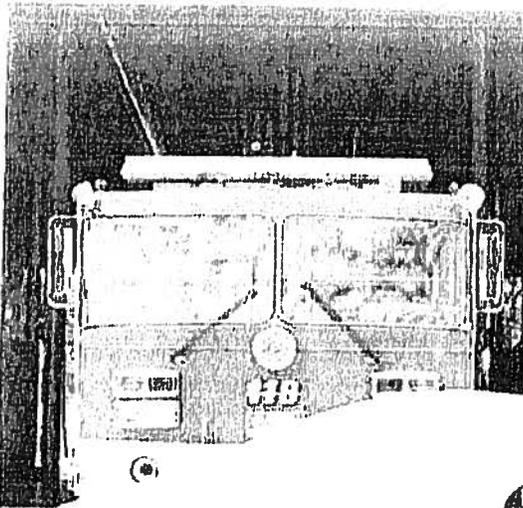
Why is California doing this?

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 Bienes



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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.

¿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 brazaletes y el padre/madre o el adulto que lo entregue recibirá un brazaletes 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.

¿Solo 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 brazaletes 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.