



COUNTY OF LOS ANGELES
DEPARTMENT OF PARKS AND RECREATION

"Parks Make Life Better!"

Russ Guiney, Director

John Wicker, Chief Deputy Director

Executive Offices • 433 South Vermont Avenue • Los Angeles, CA 90020-1975 • (213) 738-2961

August 12, 2014

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

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

16 August 12, 2014

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

Dear Supervisors:

**APPROVAL OF A CONTRACT WITH THE
STATE OF CALIFORNIA DEPARTMENT OF WATER RESOURCES
TO CONDUCT A DREISSENIID MUSSEL INSPECTION AND EDUCATION
PROGRAM AT CASTAIC LAKE AND PYRAMID LAKE
(SUPERVISORIAL DISTRICT 5) (3 VOTES)**

SUBJECT

Request Board approval to authorize the Director of the Department of Parks and Recreation to enter into a contract with the State of California Department of Water Resources for services relative to conducting a dreissenid mussel inspection and education program at Castaic Lake and Pyramid Lake.

IT IS RECOMMENDED THAT THE BOARD:

1. Find the proposed contract with the State of California Department of Water Resources categorically exempt from the California Environmental Quality Act for the reasons stated herein and the reasons reflected in the record of the proposed contract.
2. Approve the attached Resolution authorizing the Director of the Department of Parks and Recreation, as an agent of the County of Los Angeles, to accept and execute Contract No. 4600010660 with the State of California Department of Water Resources, for funds up to the maximum amount of \$1,753,118 to conduct services relative to a dreissenid mussel inspection and education program at Castaic Lake and Pyramid Lake.
3. Delegate authority to the Director of the Department of Parks and Recreation, or his designee, to execute Contract No. 4600010660, effective September 1, 2014 through August 31, 2017, and all future amendments, modifications, extensions, renewals, and augmentations to said contract when

necessary.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The potential spread of the non-native dreissenid mussels to Los Angeles County is of significant concern due to the negative economic impacts associated with the introduction and proliferation of dreissenid mussels in freshwater bodies of water. These mussels cause great economic damage when they infest pipes, pumps, or other components of municipal and industrial water supply systems or power plant cooling systems. In addition to the potential damage on water purveyance systems, these mussels can seriously disrupt and negatively affect the ecosystem of freshwater lakes and rivers. Once a water system is infested, the costly measures required to eradicate these mussels can have serious detrimental effects on the recreational aspects of a freshwater lake or river system.

Presently, the Department of Parks and Recreation (Department) maintains a comprehensive vessel inspection and public information program designed to prevent the introduction of dreissenid mussels through infested boats and other watercraft vessels that recreate at Castaic Lake and Pyramid Lake (Lakes). Under the current program, any vessel attempting to launch at either of the Lakes must pass an inspection prior to launching.

In order to maintain this comprehensive mussel prevention program, the Department requires additional resources. Approval of the recommended actions will approve the attached Resolution (Attachment I) authorizing the Director of the Department of Parks and Recreation (Director), as an agent of the County of Los Angeles, to accept and execute Contract No. 4600010660 (Contract), effective September 1, 2014 through August 31, 2017, with the State of California Department of Water Resources (State) for funds up to the maximum amount of \$1,753,118 that will enable the Department to continue to inspect every vessel permitted to launch at the Lakes (Attachment II). Approval of the recommended actions will also authorize the Director to execute all future amendments, modifications, extensions, renewals, and augmentations to the Contract, when necessary.

Implementation of Strategic Plan Goals

The recommended actions will further the County's Strategic Plan Goals of Operational Effectiveness/Fiscal Sustainability (Goal 1) through the provision of quality recreational services at a savings over County costs, and Community Support and Responsiveness (Goal 2) by enriching the lives of County residents and visitors by ensuring quality regional open space, recreational and public works infrastructure services for County residents, and the delivery of customer-oriented municipal services to the County's diverse unincorporated communities.

FISCAL IMPACT/FINANCING

The maximum amount of \$1,753,118 for program costs will be provided by the State in order to allow the Department to conduct a comprehensive dreissenid mussel inspection and education program through August 31, 2017. Approval of the recommended actions will not result in any net County cost.

OPERATING BUDGET IMPACT

There is no impact to the Department's Operating Budget as the recommended actions will not result

in any net County cost.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

County Counsel has reviewed and approved the attached Resolution and Contract as to form. Upon Board approval, the Contract will be in effect for a period of 36 months commencing September 1, 2014 through August 31, 2017.

ENVIRONMENTAL DOCUMENTATION

The proposed Contract is categorically exempt from the California Environmental Quality Act (CEQA) according to Sections 15308 and 15309 of the State CEQA Guidelines, and Classes 8 and 9 of the County's Environmental Document Reporting Procedures and Guidelines, Appendix G, because it is considered an action to protect or enhance the environment and consists of activities limited to inspections.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Any vessel attempting to launch at either of the Lakes will undergo a thorough inspection by a trained Department staff member. Vessels will be required to be completely dry and clean of all debris, and may not have recreated in an infected lake within seven days prior to launching at the Lakes. Any vessel that does not meet these requirements fails inspection and will be prevented from launching. Based on data from the Department's current program, the Department estimates that anywhere between five to seven percent of vessels attempting to launch at the Lakes will fail inspection.

Once a vessel has been deemed safe, Department staff will apply "bands" that connect the watercraft vessel to its trailer so that the vessel cannot be used between the time of inspection and subsequent launching at either of the Lakes without detection. This vessel inspection and certification program will ensure that all vessels have been thoroughly inspected, avoid redundant screening, and reduce processing time by allowing staff to concentrate on vessels that have not been previously inspected.

This program will also increase resource protection and reduce waiting time for boaters who regularly visit Castaic Lake and Pyramid Lake. Approval of this contract is part of the Department's continuing effort to provide the best possible service to the public in a cost-effective manner.

CONCLUSION

Please instruct the Executive Office-Clerk of the Board to return one adopted copy of this action to the Department of Parks and Recreation.

Should you have any questions, please contact Hugo Maldonado at (626) 369-5147 or hmaldonado@parks.lacounty.gov, Hayden Sohm at (626) 369-8693 or hsohm@parks.lacounty.gov, Kasey Dizon at (213) 738-2986 or kdizon@parks.lacounty.gov, or Kaye Michelson at (213) 738-2955 or kmichelson@parks.lacounty.gov.

The Honorable Board of Supervisors

8/12/2014

Page 4

Respectfully submitted,

A handwritten signature in blue ink, appearing to read "Russ Guiney". The signature is fluid and cursive, with a prominent initial "R" and a long, sweeping underline.

RUSS GUINEY

Director

RG:HS:hm

Enclosures

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

**BOARD OF SUPERVISORS
THE COUNTY OF LOS ANGELES**

**RESOLUTION APPROVING A CONTRACT WITH
THE STATE OF CALIFORNIA DEPARTMENT OF WATER RESOURCES
TO CONDUCT A DREISSENIID MUSSEL INSPECTION AND
EDUCATION PROGRAM AT CASTAIC LAKE AND PYRAMID LAKE**

WHEREAS, dreissenid mussels are non-native aquatic nuisance freshwater mollusks that can survive in water carried by recreational boats in bilges and live wells and can be transported from one body of water into another; and

WHEREAS, dreissenid mussels, once introduced into a body of freshwater, can clog waterways, undermine healthy lake ecosystems, and create costly maintenance for water resource agencies; and

WHEREAS, these mussels can also have detrimental impacts on boating and fishing and other recreational activities as well as cause negative spillover effects on local businesses that derive economic benefits from these recreational activities; and

WHEREAS, the Board of Supervisors of the County of Los Angeles desires to reduce the potential for introduction of dreissenid mussel species into Castaic Lake and Pyramid Lake; and

WHEREAS, the Board of Supervisors of the County of Los Angeles desires to undertake a Dreissenid Mussel Inspection and Education Program at Castaic Lake and Pyramid Lake to be financed with funds made available from the State of California Department of Water Resources (hereafter referred to as DWR); and

WHEREAS, procedures established by DWR require the Los Angeles County Board of Supervisors to certify, by resolution, the authorization to enter into and execute a contract agreement.

NOW, THEREFORE BE IT RESOLVED, that the Director of the Department of Parks and Recreation is authorized to sign and accept, on behalf of the County of Los Angeles and the Board of Supervisors of the County of Los Angeles, Agreement No. 4600010660 up to the maximum amount of \$1,753,118 from DWR, including any extensions, amendments, modifications or augmentations thereof, and any subsequent contract or grant renewal with the State in relation thereto.

BE IT FURTHER RESOLVED, that the Director of Parks and Recreation is authorized to agree to the funding terms and conditions of the DWR agreement including any amendment thereof.

THE FOREGOING RESOLUTION was approved on the 12th day of August, 2014 adopted by the Board of Supervisors of the County of Los Angeles and ex officio the governing body of all other special assessment and taxing districts, agencies, and authorities for which said Board so acts.



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

By: Carla Little
Deputy

APPROVED AS TO FORM:

JOHN KRATTLI
County Counsel

By: Christina A. Salseda
Christina A. Salseda
Principal Deputy County Counsel

STANDARD AGREEMENT

STD 213 (Rev 06/03)

AGREEMENT NUMBER

4600010660

REGISTRATION NUMBER

1. This Agreement is entered into between the State Agency and the Contractor named below:

STATE AGENCY'S NAME

Department of Water Resources

CONTRACTOR'S NAME

Los Angeles County Department of Parks and Recreation

2. The term of this Agreement is: September 1, 2014 through August 31, 2017
This Agreement shall not become effective until approved by the Department of General Services.
3. The maximum amount of this Agreement is: \$ 1,753,118.20
One million, seven hundred fifty-three thousand, one-hundred eighteen dollars and twenty cents.

4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement.

Exhibit A – Scope of Work	3 pages
Attachment 1 – County of Los Angeles Department of Parks and Recreation Quagga Mussel Interception Program Castaic Lake and Pyramid Lake Proposed Extension (June 2014)	5 pages
Exhibit B – Budget Detail and Payment Provisions (Rev. 2/13)	1 page
Attachment 1 – Cost Sheet	3 pages
Exhibit C* – General Terms and Conditions	GTC 610
Exhibit D – Special Terms and Conditions for DWR (DWR 9546, Rev. 3/14)	3 pages
Attachment 1 – Recycled Content Certification (DWR 9557, Rev. 2/13)	2 pages

Items shown with an Asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto. These documents can be viewed at www.dgs.ca.gov/ols/Resources/StandardContractLanguage.aspx.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

**California Department of General
Services Use Only**

CONTRACTOR

CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.)

Los Angeles County Department of Parks and Recreation

BY (Authorized Signature)

DATE SIGNED(Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

Russ Guiney, Director

ADDRESS

433 South Vermont Avenue
Los Angeles, California 90020**STATE OF CALIFORNIA**

AGENCY NAME

Department of Water Resources

BY (Authorized Signature)

DATE SIGNED(Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

David R. Duval, Chief, Division of Operations and Maintenance

ADDRESS

1416 Ninth Street, Room 605-1
Sacramento, California 95814

EXHIBIT A SCOPE OF WORK

1. Introduction

This contract will assist the Los Angeles County Department of Parks and Recreation (LACDPR) and the Department of Water Resources (DWR) in reducing the potential for introduction of non-native Dreissenid mussel species (specifically, Quagga and Zebra mussels) into areas of the State Water Project (SWP) by focusing on regulating vector points-of-entry and public education. With funding assistance from DWR, LACDPR will maintain a comprehensive watercraft inspection program that includes physical inspections of all watercraft for mussels or potential mussel-infested water at Castaic and Pyramid Lakes and boater education on clean boating practices.

2. Work to Be Performed

A. LACDPR will maintain a Dreissenid Mussel Inspection and Education Program at Castaic Lake and Pyramid Lake as described in "County of Los Angeles Department of Parks and Recreation Quagga Mussel Interception Program Castaic Lake & Pyramid Lake Proposed Extension" (Exhibit A, Attachment 1).

B. Areas covered under this contract are as follows:

Castaic Lake – Lagoon (east) Launch Ramp, West Launch Ramp, Main Launch Ramp
Pyramid Lake – Emigrant Landing Launch Ramp

C. LACDPR will model the Dreissenid Mussel Inspection and Education Program after the programs implemented at Perris and Silverwood Lakes by the California Department of Parks and Recreation (DPR).

D. The program will meet "Level 3" standards as defined and described in "Uniform Minimum Protocols and Standards for Watercraft Interception Programs for Dreissenid Mussels in the Western United States". This document is available at: http://www.aquaticnuisance.org/wordpress/wp-content/uploads/2010/01/UMPS_II_doc2_APRIL_5_2012_FINAL_final_edits.pdf and is hereby included by reference.

E. The inspection program will consist of specially trained LACDPR staff who will ask a series of questions of each boater, conduct physical inspections of each vessel that enters the park, and document those inspections. Vessels that fail inspection will not be allowed to launch into the lake. The vessel must remain dry for seven (7) days. Vessels that are granted lake access receive a band after exiting the lake. The band secures the boat to the trailer and ensures the boat has not been launched between visits. Boats with bands can bypass future inspections.¹

¹ Bands are marked with the lake name and have a unique serial number. All bands are tracked via database.

- F. Specially trained LACDPR staff will inform and educate park visitors of the Dreissenid mussel threat and how they can help prevent the spread. Outreach methods include signage, handouts, and personal contact.
- G. The owner/operator of any vessel that fails inspection will be provided a handout(s) containing information on vessel inspection criteria and the impacts of Dreissenid mussels.
- H. LACDPR staff dedicated to the watercraft inspection program will consist of Cashier Clerk and Lake Lifeguard classifications. Minimum age is 18 years. Watercraft inspection staff will not carry out duties of other positions while assigned to boat inspection and banding duties.
- I. All staff conducting inspections must complete the "Watercraft Inspection and Decontamination Interception Training (WIT) For Zebra/Quagga Mussels – Level One" program (see the following link for more information: <http://www.aquaticnuisance.org/wit/level-one-wit-training>). Level One Training will be completed within two months of hiring.

Any staff providing training must first complete the "WIT – Level Two" program and must be certified "Level Two Watercraft Inspection Trainers" (<http://www.aquaticnuisance.org/wit/level-two-wit-training>).
- J. Watercraft inspections will occur during normal operating hours when the lakes are open for boating activity and may occur outside of normal operating hours as required for fishing tournaments and other special events.
- K. LACDPR will maintain a boat inspection data management system that is compatible with other SWP boat inspection programs currently in use by other agencies in order to facilitate the tracking of "failed" or infested watercraft.
- L. LACDPR will provide quarterly reports to accompany invoices. The quarterly reports will include the number of staff hired and trained, summary of infrastructure improvements or modifications as related to the program, the number of boats inspected, the number of boats that failed inspection, and the number of boats with visible mussels.
- M. Funds must be used for staff positions and equipment expenses directly related to carrying out the inspection and outreach program.
- N. LACDPR will provide a yearly program summary report to DWR and to DPR. The report will include monthly and yearly statistics on 1) the number of boats inspected, 2) the number of boats that failed inspection, and 3) the number of boats with visible mussels. A copy of this report will be provided to:

California Department of Water Resources
Attn: Tanya Veldhuizen, Room 620
Division of Operations and Maintenance
P. O. Box 942836
Sacramento, California 94236-0001
Tanya.Veldhuizen@water.ca.gov

California Department of Parks and Recreation
Concessions, Reservations and Fees Division
P. O. Box 942896
Sacramento, California 94296

O. Work will be in accordance with this Scope of Work (Exhibit A) and the Cost Sheet (Exhibit B, Attachment 1), which is attached hereto and incorporated herein.

3. Project Representatives

The project representatives for this contract are:

DWR:

Tanya Veldhuizen
Environmental Assessment Branch
Division of Operations and Maintenance
1416 Ninth Street, Room 620
Sacramento, California 95814
(916) 657-3609
Tanya.Veldhuizen@water.ca.gov

LACDPR:

Hayden Sohm
Deputy Director
Los Angeles County Department of Parks and Recreation
265 Cloverleaf Drive
Baldwin Park, California 91706
(626) 369-8693
hsohm@parks.lacounty.gov

The project representative for this contract may be changed by written notice to the other party.

EXTENSION OF THE CURRENT INTERCEPTION PROGRAM

On September 1st, 2011 the Los Angeles County Department of Parks and Recreation and the State of California Department of Water Resources implemented a 3-year agreement to reduce the potential for introduction of non-native Dreissenid mussel species into the State Water Project reservoirs Castaic Lake and Pyramid Lake. This proposal outlines the costs and operational requirements that are associated with a proposed 3-year extension of this program. The costs include one-time expenses of approximately \$6,826.45 for supplies and ongoing expenses of approximately \$582,097.25 for staff and supplies. This program has become increasingly important with the recently confirmed spread of Quagga Mussels into Lake Piru located in Ventura County just 25 miles away from Castaic Lake.

BACKGROUND

Dreissenid mussels are non-native aquatic nuisance freshwater mollusks which originated in Eastern Europe. These mussels clog waterways, undermine healthy lake ecosystems, and create costly maintenance for water resource agencies. They were introduced into the Great Lakes region in 1988 through ballast water emptied from ships and have spread throughout the Midwest and the eastern portion of the United States.

Zebra mussels were discovered in San Justo Reservoir in San Benito County in January 2008; no other Zebra mussels have been detected in California. Quagga mussels were first discovered in California in Lake Mead and the Colorado River system in January 2007 and have spread to Southern California lakes connected to the Colorado River and more recently to Lake Piru in Ventura County. The spread of the Quagga mussel in Southern California is believed to have advanced through aqueducts and canals via water conveyance systems sourced through the Colorado River and passed through recreational boats traveling from an infected lake to a non-infected lake. Not only can these invasive mussels pass through the water conveyance process, they can also be spread by two alternative methods: (1) Via adult mussels that have adhered to surfaces, such as boat hulls, and are introduced to a water body or system; and (2) Via microscopic larval forms, or "veligers", that live in the water column and can survive in water carried by recreational boats in bilges, live wells, and other boat areas where water can pool and remain, and are transported into a water body or conveyance system.

Economic Impact

The spread of the Quagga mussel in California is a significant concern due to the negative economic impacts associated with their introduction and proliferation. Quagga mussels cause the greatest economic damage when they infest pipes, pumps, or other components of municipal and industrial water supply systems or power plant cooling systems. In addition to the potential damage on water purveyance systems, Quagga mussels can seriously disrupt and negatively affect the ecosystem of freshwater lakes and rivers. Once a water system is infested, the measures required to eradicate the Quagga mussel can have serious detrimental effects on the recreational aspects of a freshwater lake or river system. In addition, preventative measures taken such as screening, inspection, and decontamination of boats, along with outright banning of boating, can also have detrimental impacts on boating and fishing and other recreational activities, as well as cause spillover effects on local businesses that derive economic benefits from these recreational activities.

CURRENT VESSEL INSPECTION AND CERTIFICATION PROGRAM

The Los Angeles County Department of Parks and Recreation is managing a comprehensive vessel inspection program that ensures that all watercraft attempting to launch at Castaic Lake State Recreation Area and Pyramid Lake are thoroughly inspected prior to launching. This Vessel Inspection and Certification Program increases resource protection and while reducing waiting time for boaters who regularly visit our lakes.

Each vessel attempting to launch at our Lakes undergoes a thorough inspection by a trained staff member. The vessel is checked for water in any form, (flowing or standing water) the inside and outside of the vessel is required to be clean of all debris and completely dry, free of any moisture. Boats that fail inspection are prevented from launching.

Once a vessel has been deemed clean and dry, our staff apply "tags" that connect the watercraft to it's trailer so that it cannot be used between launching at our County Lakes without detection. This certification program ensures that all craft have been thoroughly inspected, avoids redundant screening and reduces processing time by allowing staff to concentrate on watercraft that have not been previously inspected. Banding is coordinated between the County boating lakes so that launching at all County facilities can be expedited so long as the "band" remains intact. With the cooperation of other municipalities, this program may be expanded to include multiple jurisdictions.

Protocols:

1. All vessels permitted to launch at Castaic Lake or Pyramid Lake will be inspected by a trained staff member for Quagga and Zebra Mussels. This includes all canoes, kayaks, sail boats, rubber rafts, fishing waders, float tubes, etc.
2. If a vessel is coming from an infected body of water, the owner must wait 7 days before bringing it to Castaic Lake or Pyramid Lake.
3. Only clean, drained, and dry boats and equipment will be acceptable for inspection upon arrival.
4. If a boat or any object, including but not limited to sails, life vests, and skis, on a boat is wet, damp, or moist, the vessel will be excluded for 7 days.
5. If a vessel coming from an infected body of water has not waited 7 days before bringing it to Castaic Lake or Pyramid Lake, the vessel will automatically be excluded for 7 days.
6. Only watercraft that have passed inspection will be allowed to launch.
7. Certification "banding" will be applied by a trained staff member as the vessel exits Castaic Lake or Pyramid Lake.
8. Watercraft that have been certified and banded by County staff utilizing uniform inspection and screening protocols will receive expedited processing on a return visit.

Staffing Requirements:

The County is proposing to utilize one employee classification for this program:

The Cashier Clerk is a seasonal employee classification whose duties are primarily associated with fee collection. The minimum age for employees in this assignment will be 18.

Castaic Lake

The Castaic Lake State Recreation Area is comprised of two lakes, the Castaic Main Lake and the Lower Lagoon. The Castaic Main Lake has two launch ramps. The East Launch Ramp is open daily from sunrise to sunset and the West Launch Ramp is open on weekends and holidays from sunrise to sunset during the peak season. The Lower Lagoon has one launch ramp that is open daily from sunrise to sunset.

Off-Season and Peak-Season Weekday Staffing: There would be one cashier clerk assigned to inspect boats and an additional cashier clerk assigned to apply "bands" to boats as they exit the water. The inspection and "banding" of vessels exiting the Lower Lagoon will be carried out by County staff using existing resources.

Peak-Season Weekend and Holiday Staffing: There would be two Cashier Clerks assigned to inspect boats at the Main Launch Ramp. There would be one cashier clerk assigned to inspect boats at the West Launch Ramp. There would be one cashier clerk at the Main Launch Ramp and another cashier clerk at the West Launch Ramp assigned to apply "bands" to boats as they exit the water. The inspection and "banding" of vessels exiting the Lower Lagoon will be carried out by County staff using existing resources.

Pyramid Lake

The Pyramid Lake facility is comprised of one lake with one point of entry.

Off-Season and Peak-Season Weekday Staffing: At point of entry, there would be one cashier clerk assigned to inspect boats and an additional cashier clerk assigned to apply "bands" to boats as they exit the water.

Peak-Season Weekend and Holiday Staffing: At point of entry, there would be two Cashier Clerks assigned to inspect boats and an additional cashier clerk assigned to apply "bands" to boats as they exit the water.

Summary of Projected Labor Costs

FACILITY	JOB TITLE	STAFF HOURS	HOURLY RATE	Total
Castaic Lake	Cashier Clerk	14,670	\$15.15	\$222,250.50
Pyramid Lake	Cashier Clerk	13,570	\$15.15	\$205,585.50
			Sub Total	\$427,836
25% Admin Overhead				\$106,959
Total Staffing Costs				\$534,795

Summary of Projected Operational Costs

1st YEAR COSTS				
Services & Supplies 1 st Year Costs			S&S Sub Total	\$6,220.00
			Tax 9.75%	\$ 606.45
TOTAL 1ST YEAR COSTS				\$6,826.45

ONGOING COSTS				
Staffing Costs				\$534,795.00
Services and Supplies Ongoing Costs			S&S Sub Total	\$47,302.25
TOTAL ONGOING COSTS				\$582,097.25

**EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS
PUBLIC ENTITIES**

A. INVOICING AND PAYMENT

Contractor shall submit three copies of the invoice to the State only after receiving written notice of satisfactory completion or acceptance of work by the DWR Contract Manager. **The State will not accept an invoice for work that has not been approved and will return the invoice as a disputed invoice to the Contractor.**

Invoices shall be submitted no more often than quarterly, in arrears, bearing the contract number.

Contractor must submit three copies of each invoice to the following address in order to expedite approval and payment:

DWR Accounting Office
Contracts Payable Unit
P.O. Box 942836
Sacramento, California 94236-0001

Contractor shall also submit (either by regular mail or email) one additional copy of invoice to the Contract Manager:

Tanya Veldhuizen
Special Projects Section
Environmental Assessment Branch
Division of Operations and Maintenance
Department of Water Resources
1416 Ninth Street, Room 620
Sacramento, California 95814
or
tanya.veldhuizen@water.ca.gov

Undisputed invoices shall be **paid** within 45 days of the date received by the DWR Accounting Office.

B. BUDGET CONTINGENCY CLAUSE

It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.

If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either: cancel this Agreement with no liability occurring to the State, or offer an Agreement Amendment to Contractor to reflect the reduced amount.

**Exhibit B, Attachment 1
Cost Sheet**

**COUNTY OF LOS ANGELES
QUAGGA MUSSEL INTERCEPTION PROGRAM
PROJECTED EXPENDITURES BY FISCAL YEAR**

CASTAIC & PYRAMID LAKES	FY14-15	FY15-16	FY16-17
Personnel Expenses	\$534,795	\$534,795	\$534,795
Services & Supplies (S&S)			
First Year One-Time Expenses	\$ 6,826.45		
Ongoing Expenses	\$ 47,302.25	\$ 47,302.25	\$ 47,302.25
TOTAL	\$588,923.70	\$582,097.25	\$582,097.25
Grand Total			\$1,753,118.20

Personnel Expenses

CASTAIC LAKE

	JUL	AUG	SEPT	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	Estimated Staff Hours	Rate	Total Costs
Cashier Clerk	1942	1995	1392	964	700	686	707	770	864	1224	1530	1896	14,670	\$15.15	\$222,250.50
Boating Hours	15 hrs	14 hrs	13 hrs	12 hrs	11 hrs	11 hrs	11 hrs	11 hrs	13 hrs.	14 hrs	15 hrs	15 hrs			\$222,250.50

PYRAMID LAKE

Cashier Clerk	1312	1312	1224	1085	975	900	975	910	1085	1200	1320	1272	13,570	\$ 15.15	\$205,585.50
Boating Hours	15 hrs	14 hrs	13 hrs.	12 hrs	11 hrs	11 hrs	11 hrs	11 hrs	13 hrs.	14 hrs	15 hrs	15 hrs			\$205,585.50

Job Title	Rate
Cashier Clerk	\$15.15

25% ADMINISTRATIVE OVERHEAD

SUB-TOTAL	\$	427,836
		\$106,959
TOTAL	\$	534,795

Services & Supplies (S&S)

CASTAIC & PYRAMID LAKES

		<i>Unit Price</i>	<i>Total</i>
First Year One-Time Expenses			
Fax Machine Pyramid	1	\$ 500.00	\$ 500.00
Tablets or Computers	1	\$ 5,000.00	\$ 5,000.00
Barricades Type A/Traffic Cones	24	\$ 30.00	\$ 720.00
	SUB-TOTAL		\$ 6,220.00
		TAX 9.75%	\$ 606.45
	TOTAL		\$ 6,826.45
Ongoing Expenses			
Quagga Database License	4	\$ 1,050.00	\$ 4,200.00
Tags & Wire	1	\$ 25,000.00	\$ 25,000.00
Misc Tools	1	\$ 2,000.00	\$ 2,000.00
1000 Sheets of Information Printed Material	100	\$ 40.00	\$ 4,000.00
Sign Materials	1	\$ 5,000.00	\$ 5,000.00
Misc Supplies Misc Supplies (pens, rags, batteries, clipboards)	1	\$ 1,000.00	\$ 1,000.00
Pyramid Portable Toilet Service	1	\$ 1,000.00	\$ 1,000.00
Fax Machine Supplies/Toner/Paper	1	\$ 400.00	\$ 400.00
Drinking Water	1	\$ 500.00	\$ 500.00
	SUB-TOTAL		\$ 43,100.00
		TAX 9.75%	\$ 4,202.25
	SUB-TOTAL		\$ 47,302.25
	TOTAL		\$ 47,302.25

EXHIBIT C

GENERAL TERMS AND CONDITIONS

1. APPROVAL: This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.
2. AMENDMENT: No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.
3. ASSIGNMENT: This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.
4. AUDIT: Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).
5. INDEMNIFICATION: Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.
6. DISPUTES: Contractor shall continue with the responsibilities under this Agreement during any dispute.
7. TERMINATION FOR CAUSE: The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.

8. INDEPENDENT CONTRACTOR: Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.

9. RECYCLING CERTIFICATION: The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).

10. NON-DISCRIMINATION CLAUSE: During the performance of this Agreement, Contractor and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. Contractor and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

11. CERTIFICATION CLAUSES: The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 307 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

12. TIMELINESS: Time is of the essence in this Agreement.

13. COMPENSATION: The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

14. GOVERNING LAW: This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

15. ANTITRUST CLAIMS: The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.

a. The Government Code Chapter on Antitrust claims contains the following definitions:

1) "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.

2) "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.

b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.

c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.

d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT: For any Agreement in excess of \$100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

17. UNENFORCEABLE PROVISION: In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

18. PRIORITY HIRING CONSIDERATIONS: If this Contract includes services in excess of \$200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:

a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)

b. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

20. LOSS LEADER:

If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)

**EXHIBIT D—Special Terms and Conditions for
Department of Water Resources
(Local Public Entities - Payables)**

1. **RESOLUTION OF DISPUTES:** In the event of a dispute, Contractor shall file a "Notice of Dispute" with the Director or the Director's Designee within ten (10) days of discovery of the problem. The State and Contractor shall then attempt to negotiate a resolution of such claim and, if appropriate, process an amendment to implement the terms of any such resolution. If the State and Contractor are unable to resolve the dispute, the decision of the Deputy Director of Business Operations shall be final, unless appealed to a court of competent jurisdiction.

In the event of a dispute, the language contained within this agreement shall prevail over any other language including that of the bid proposal.

2. **PAYMENT RETENTION CLAUSE:** Ten percent of any progress payments that may be provided for under this contract shall be withheld per Public Contract Code Section 10346 pending satisfactory completion of all services under the contract.
3. **RENEWAL OF CCC:** Contractor shall renew the Contractor Certification Clauses or successor documents every (3) years or as changes occur, whichever occurs sooner.
4. **AGENCY LIABILITY:** The Contractor warrants by execution of this Agreement, that no person or selling agency has been employed or retained to solicit or secure this Agreement upon agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the State shall, in addition to other remedies provided by law, have the right to annul this Agreement without liability, paying only for the value of the work actually performed, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.
5. **POTENTIAL SUBCONTRACTORS:** Nothing contained in this Agreement or otherwise shall create any contractual relation between the State and any subcontractors, and no subcontract shall relieve the Contractor of its responsibilities and obligations hereunder. The Contractor agrees to be as fully responsible to the State for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor. The Contractor's obligation to pay its subcontractors is an independent obligation from the State's obligation to make payments to the Contractor. As a result, the State shall have no obligation to pay or enforce the payment of any moneys to any subcontractor.
6. **SUBCONTRACTING:** "Should it be necessary to subcontract for supplemental services or specialists, the Contractor shall obtain prior written consent from DWR. If the subcontracts total more than \$50,000 or 25% of the total contract, whichever is less, then the Contractor must certify that the subcontractor has been selected by the Contractor pursuant to a bidding process requiring at least three bids from responsible bidders or pursuant to the procedures set forth in Government Code Section 4525 et seq., as applicable. If Contractor is unable to obtain three competitive bids or three Statement of Qualifications, Contractor shall submit a written explanation to DWR. DWR will then decide whether to seek authorization to allow Contractor to proceed with the proposed subcontract. Contractors shall assure that all administrative fees for subcontracts are reasonable considering the services being provided and the oversight required. Contractor shall only pay overhead charges on the first \$25,000 for each subcontract."

7. COMPUTER SOFTWARE: For contracts in which software usage is an essential element of performance under this Agreement, the Contractor certifies that it has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this contract for the acquisition, operation or maintenance of computer software in violation of copyright laws.
8. REPORT OF RECYCLED CONTENT CERTIFICATION: In accordance with Public Contract Code Sections 12200-12217, et seq. and 12153-12156, et seq. the contractor must complete and return the form DWR 9557, Recycled Content Certification, for each required products to the Department at the conclusion of the services specified in this contract. Form DWR 9557 is attached to this Exhibit and made a part of this contract by this reference.
9. REIMBURSEMENT CLAUSE: If applicable, travel and per diem expenses to be reimbursed under this contract shall be at the same rates the State provides for unrepresented employees in accordance with the provisions of Title 2, Chapter 3, of the California Code of Regulations. Contractor's designated headquarters for the purpose of computing such expenses shall be:
10. TERMINATION CLAUSE: The State may terminate this contract without cause upon 30 days advance written notice. The Contractor shall be reimbursed for all reasonable expenses incurred up to the date of termination.
11. CONTRACTOR COOPERATION DURING INVESTIGATION: Contractor agrees to cooperate fully in any investigation conducted by or for DWR regarding unsatisfactory work or allegedly unlawful conduct by DWR employees or DWR contractors. The word "cooperate" includes but is not limited to, in a timely manner, making Contractor staff available for interview and Contractor records and documents available for review.
12. CONFLICT OF INTEREST:
 - a. Current and Former State Employees: Contractor should be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.
 - (1) Current State Employees: (PCC §10410)
 - (a) No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
 - (b) No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.
 - (2) Former State Employees: (PCC §10411)
 - (a) For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.
 - (b) For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

b. Penalty for Violation:

- (a) If the Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (PCC §10420)

c. Members of Boards and Commissions:

- (a) Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (PCC §10430 (e))

d. Representational Conflicts of Interest:

The Contractor must disclose to the DWR Program Manager any activities by contractor or subcontractor personnel involving representation of parties, or provision of consultation services to parties, who are adversarial to DWR. DWR may immediately terminate this contract if the contractor fails to disclose the information required by this section. DWR may immediately terminate this contract if any conflicts of interest cannot be reconciled with the performance of services under this contract.

e. Financial Interest in Contracts:

Contractor should also be aware of the following provisions of Government Code §1090:

"Members of the Legislature, state, county district, judicial district, and city officers or employees shall not be financially interested in any contract made by them in their official capacity, or by any body or board of which they are members. Nor shall state, county, district, judicial district, and city officers or employees be purchasers at any sale or vendors at any purchase made by them in their official capacity."

f. Prohibition for Consulting Services Contracts:

For consulting services contracts (see PCC §10335.5), the Contractor and any subcontractors (except for subcontractors who provide services amounting to 10 percent or less of the contract price) may not submit a bid/SOQ, or be awarded a contract, for the provision of services, procurement of goods or supplies or any other related action which is required, suggested, or otherwise deemed appropriate in the end product of such a consulting services contract (see PCC §10365.5).

13. ORDER OF PRECEDENCE: In the event of any inconsistency between the terms, specifications, provisions or attachments which constitute this Contract, the following order of precedence shall apply:

- a) The General Terms and Conditions;
- b) The Std. 213;
- c) The Scope of Work;
- d) Any other incorporated attachments in the Contract by reference

1. Postconsumer material comes from products that were bought by consumers, used, then recycled. For example: a newspaper that has been purchased and read, next recycled, and then used to make another product would be postconsumer material.

If the product does not fit into any of the product categories, enter "N/A". Common N/A products include wood products, natural textiles, aggregate, concrete, electronics such as computers, TV, software on a disk or CD, telephone.

2. Product category refers to one of the product categories listed below, into which the reportable purchase falls. For products made from multiple materials, choose the category that comprises most of the product by weight, or volume.

Note: For reuse or refurbished products, there are no minimum content requirements.

For additional information visit www.ciwmb.ca.gov/BuyRecycled/

Description Product Categories	Minimum Content Requirement
Paper Products – Recycled	30 percent postconsumer fiber, by fiber weight
Printing and Writing – Recycled	30 percent postconsumer fiber, by fiber weight
Compost, Co-compost, and Mulch – Recycled	80 percent recovered materials i.e., material that would otherwise be normally disposed of in a landfill
Glass – Recycled	10 percent postconsumer, by weight
Re-refined Lubricating Oil – Recycled	70 percent re-refined base oil
Plastic – Recycled	10 percent postconsumer, by weight
Printer or duplication cartridges	<ol style="list-style-type: none"> a. Have 10 percent postconsumer material, or b. Are purchased as remanufactured, or c. Are backed by a vendor-offered program that will take back the printer cartridges after their useful life and ensure that the cartridges are recycled and comply with the definition of recycled as set forth in Sections 12200-12217, et seq. and 12153-12156, et seq. of the Public Contract Code.
Paint – Recycled	50 percent postconsumer paint (exceptions when 50 percent postconsumer content is not available or is restricted by a local air quality management district, then 10 percent postconsumer content may be substituted)
Antifreeze – Recycled	70 percent postconsumer material
Retreated Tires – Recycled	Use existing casing that has undergone retreading or recapping process in accordance with Public Resource Code (commencing with section 42400).
Tire – Derived – Recycled	50 percent post consumer tires
Metals – Recycled	10 percent postconsumer, by weight

1. Postconsumer material comes from products that were bought by consumers, used, then recycled. For example: a newspaper that has been purchased and read, next recycled, and then used to make another product would be postconsumer material.

If the product does not fit into any of the product categories, enter "N/A". Common N/A products include wood products, natural textiles, aggregate, concrete, electronics such as computers, TV, software on a disk or CD, telephone.

2. Product category refers to one of the product categories listed below, into which the reportable purchase falls. For products made from multiple materials, choose the category that comprises most of the product by weight, or volume.

Note: For reuse or refurbished products, there are no minimum content requirements.

For additional information visit www.ciwmb.ca.gov/BuyRecycled/

Description Product Categories	Minimum Content Requirement
Paper Products – Recycled	30 percent postconsumer fiber, by fiber weight
Printing and Writing – Recycled	30 percent postconsumer fiber, by fiber weight
Compost, Co-compost, and Mulch – Recycled	80 percent recovered materials i.e., material that would otherwise be normally disposed of in a landfill
Glass – Recycled	10 percent postconsumer, by weight
Re-refined Lubricating Oil – Recycled	70 percent re-refined base oil
Plastic – Recycled	10 percent postconsumer, by weight
Printer or duplication cartridges	a. Have 10 percent postconsumer material, or b. Are purchased as remanufactured, or c. Are backed by a vendor-offered program that will take back the printer cartridges after their useful life and ensure that the cartridges are recycled and comply with the definition of recycled as set forth in Sections 12200-12217, et seq. and 12153-12156, et seq. of the Public Contract Code.
Paint – Recycled	50 percent postconsumer paint (exceptions when 50 percent postconsumer content is not available or is restricted by a local air quality management district, then 10 percent postconsumer content may be substituted)
Antifreeze – Recycled	70 percent postconsumer material
Retreated Tires – Recycled	Use existing casing that has undergone retreading or recapping process in accordance with Public Resource Code (commencing with section 42400).
Tire – Derived – Recycled	50 percent post consumer tires
Metals – Recycled	10 percent postconsumer, by weight

PAYEE DATA RECORD

STD. 204 (Rev. 6-2003) (REVERSE)

1	<p><u>Requirement to Complete Payee Data Record, STD. 204</u></p> <p>A completed Payee Data Record, STD. 204, is required for payments to all non-governmental entities and will be kept on file at each State agency. Since each State agency with which you do business must have a separate STD. 204 on file, it is possible for a payee to receive this form from various State agencies.</p> <p>Payees who do not wish to complete the STD. 204 may elect to not do business with the State. If the payee does not complete the STD. 204 and the required payee data is not otherwise provided, payment may be reduced for federal backup withholding and nonresident State income tax withholding. Amounts reported on Information Returns (1099) are in accordance with the Internal Revenue Code and the California Revenue and Taxation Code.</p>								
2	<p>Enter the payee's legal business name. Sole proprietorships must also include the owner's full name. An individual must list his/her full name. The mailing address should be the address at which the payee chooses to receive correspondence. Do not enter payment address or lock box information here.</p>								
3	<p>Check the box that corresponds to the payee business type. Check only one box. Corporations must check the box that identifies the type of corporation. The State of California requires that all parties entering into business transactions that may lead to payment(s) from the State provide their Taxpayer Identification Number (TIN). The TIN is required by the California Revenue and Taxation Code Section 18646 to facilitate tax compliance enforcement activities and the preparation of Form 1099 and other information returns as required by the Internal Revenue Code Section 6109(a).</p> <p>The TIN for individuals and sole proprietorships is the Social Security Number (SSN). Only partnerships, estates, trusts, and corporations will enter their Federal Employer Identification Number (FEIN).</p>								
4	<p><u>Are you a California resident or nonresident?</u></p> <p>A corporation will be defined as a "resident" if it has a permanent place of business in California or is qualified through the Secretary of State to do business in California.</p> <p>A partnership is considered a resident partnership if it has a permanent place of business in California. An estate is a resident if the decedent was a California resident at time of death. A trust is a resident if at least one trustee is a California resident.</p> <p>For individuals and sole proprietors, the term "resident" includes every individual who is in California for other than a temporary or transitory purpose and any individual domiciled in California who is absent for a temporary or transitory purpose. Generally, an individual who comes to California for a purpose that will extend over a long or indefinite period will be considered a resident. However, an individual who comes to perform a particular contract of short duration will be considered a nonresident.</p> <p>Payments to all nonresidents may be subject to withholding. Nonresident payees performing services in California or receiving rent, lease, or royalty payments from property (real or personal) located in California will have 7% of their total payments withheld for State income taxes. However, no withholding is required if total payments to the payee are \$1,500 or less for the calendar year.</p> <p>For information on Nonresident Withholding, contact the Franchise Tax Board at the numbers listed below:</p> <table border="0"> <tr> <td>Withholding Services and Compliance Section:</td> <td>1-888-792-4900</td> <td>E-mail address:</td> <td>wscs.gen@ftb.ca.gov</td> </tr> <tr> <td>For hearing impaired with TDD, call:</td> <td>1-800-822-6268</td> <td>Website:</td> <td>www.ftb.ca.gov</td> </tr> </table>	Withholding Services and Compliance Section:	1-888-792-4900	E-mail address:	wscs.gen@ftb.ca.gov	For hearing impaired with TDD, call:	1-800-822-6268	Website:	www.ftb.ca.gov
Withholding Services and Compliance Section:	1-888-792-4900	E-mail address:	wscs.gen@ftb.ca.gov						
For hearing impaired with TDD, call:	1-800-822-6268	Website:	www.ftb.ca.gov						
5	<p>Provide the name, title, signature, and telephone number of the individual completing this form. Provide the date the form was completed.</p>								
6	<p>This section must be completed by the State agency requesting the STD. 204.</p>								
	<p><u>Privacy Statement</u></p> <p>Section 7(b) of the Privacy Act of 1974 (Public Law 93-579) requires that any federal, State, or local governmental agency, which requests an individual to disclose their social security account number, shall inform that individual whether that disclosure is mandatory or voluntary, by which statutory or other authority such number is solicited, and what uses will be made of it.</p> <p>It is mandatory to furnish the information requested. Federal law requires that payment for which the requested information is not provided is subject to federal backup withholding and State law imposes noncompliance penalties of up to \$20,000.</p> <p>You have the right to access records containing your personal information, such as your SSN. To exercise that right, please contact the business services unit or the accounts payable unit of the State agency(ies) with which you transact that business.</p> <p>All questions should be referred to the requesting State agency listed on the bottom front of this form.</p>								

CCC 307 – CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

<i>Contractor/Bidder Firm Name (Printed)</i> LACO DEPARTMENT OF PARKS AND RECREATION		<i>Federal ID Number</i> 95-6000927	
<i>By (Authorized Signature)</i> 			
<i>Printed Name and Title of Person Signing</i> RUSS GUINEY			
<i>Date Executed</i> July 1, 2014		<i>Executed in the County of</i> LOS ANGELES	

CONTRACTOR CERTIFICATION CLAUSES

1. **STATEMENT OF COMPLIANCE:** Contractor has, unless exempted, complied with the nondiscrimination program requirements. (GC 12990 (a-f) and CCR, Title 2, Section 8103) (Not applicable to public entities.)
2. **DRUG-FREE WORKPLACE REQUIREMENTS:** Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:
 - a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
 - b. Establish a Drug-Free Awareness Program to inform employees about:
 - 1) the dangers of drug abuse in the workplace;
 - 2) the person's or organization's policy of maintaining a drug-free workplace;
 - 3) any available counseling, rehabilitation and employee assistance programs; and,
 - 4) penalties that may be imposed upon employees for drug abuse violations.
 - c. Every employee who works on the proposed Agreement will:
 - 1) receive a copy of the company's drug-free workplace policy statement; and,
 - 2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: (1) the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (GC 8350 et seq.)

3. **NATIONAL LABOR RELATIONS BOARD CERTIFICATION:** Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court which orders Contractor to comply with an order of the National Labor Relations Board. (PCC 10296) (Not applicable to public entities.)
4. **CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT:** Contractor hereby certifies that contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lesser of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

CCC 307 – CERTIFICATION

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with State of California.
6. SWEATFREE CODE OF CONDUCT:
 - a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.
 - b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph a.
7. DOMESTIC PARTNERS: For contracts over \$100,000 executed or amended after January 1, 2007, the contractor certifies that contractor is in compliance with Public Contract Code section 10295.3.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

- 1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
- 2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

- 1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency
- 2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. CONTRACTOR NAME CHANGE: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.

NOTE: This form represents only the certification portion of the Contractor Certification Clauses (CCC). Additional information about contracting with the State appears in the full text of the applicable CCC. Visit this web site to view the entire document: <http://www.ols.dqs.ca.gov/Standard+Language/default.htm>.