

Appendix A:

Exclusive Negotiation Agreement

MARINA DEL REY PARCEL 147 DEVELOPMENT

- DRAFT -

EXCLUSIVE NEGOTIATING AGREEMENT

by and between

THE COUNTY OF LOS ANGELES

and

**MARINA DEL REY PARCEL 147 REDEVELOPMENT
EXCLUSIVE NEGOTIATING AGREEMENT**

THIS EXCLUSIVE NEGOTIATING AGREEMENT (this "**Agreement**") is effective this _____ day of _____, 2024 (the "**Effective Date**"), by and between the **COUNTY OF LOS ANGELES**, a public body, corporate and politic ("**County**") and _____ ("**Developer**"), on the terms and conditions set forth below. County and Developer are sometimes referred to collectively herein as the "**Parties**" and each individually as a "**Party**."

RECITALS

- A. County owns real property located at 4206 Admiralty Way, Marina del Rey, CA 90292 also known as Marina del Rey Parcel 147 ("**Property**"), consisting of approximately 1.616 acres of land, which is further described, depicted, and attached as **Exhibits A** ("**Legal Description**") and **B** ("**Parcel Map**").
- B. Pursuant to a County solicitation issued on July 18, 2024, Developer was the highest ranked proposer for development of the Marina del Rey Parcel 147 (the "**Developer Response**") pursuant to Government Code Section 25539.4 *et seq.* Developer is a national real estate development firm with experience in the oversight and management of design, permit processing and construction of residential and retail buildings.
- C. Developer has proposed to [INSERT PROPOSAL SUMMARY HERE]. The proposed improvements to the Marina del Rey Parcel 147 are referred to collectively as the "**Proposed Project**." Notwithstanding the foregoing description, the Proposed Project is a preliminary proposal that is subject to change through negotiation as well as input derived from the County's community outreach efforts.
- D. Developer has provided County a Letter of Intent to develop the Proposed Project along with the preliminary design concept plan for the project attached as Exhibit C – Letter of Intent and Preliminary Design Concept Plan.
- E. County intends to seek approval from County's Board of Supervisors (the "**Board**") to execute this Agreement with Developer, for the purpose of: (i) analyzing the potential development of the Project on the Property and (ii) negotiating the option to enter into a sixty (60) year ground lease to develop the Project (the "**Option Agreement**") and (iii) negotiating the potential terms and conditions of a sixty (60) year ground lease agreement (the "**Ground Lease**") for the project and any other associated agreement(s). The Ground Lease and the Option Agreement together with all associated agreements are sometimes referred to collectively as the "**Project Agreements**." The contemplated development of the Project and execution of the Ground Lease, Option Agreement, and any other associated agreements are collectively referred to as the "**Transaction**."

- F. The execution of the Project Agreements is subject to and contingent upon the Board's approval after compliance with the California Environmental Quality Act ("CEQA") and the National Environmental Policy Act ("NEPA"), if and as applicable.
- G. County will be required to comply with CEQA and NEPA, as applicable, in connection with the consideration and analysis of the environmental impacts of the development of the Proposed Project. Because County has not committed to any project, including the Proposed Project, and has not completed its environmental review pursuant to CEQA, this Agreement does not constitute or evidence an approval by County of, or commitment of County to, any action for which prior environmental review is required under CEQA and NEPA, as applicable. County retains the absolute sole discretion to make decisions under CEQA and NEPA, as applicable, with respect to the Proposed Project, which discretion includes: (i) deciding not to proceed with development of the Proposed Project, (ii) deciding to proceed with development of the Proposed Project, and (iii) deciding to proceed with any alternative development of any portion of the Property (the "**Potential County Actions**"). There shall be no approval or commitment by County regarding the Transaction or any alternative development of any portion of the Property, unless and until County, or other agency serving as the Lead Agency with respect to the Proposed Project, considers the environmental impacts of the Proposed Project, in full compliance with CEQA.

Now, therefore, in consideration of the foregoing Recitals, which are hereby deemed a contractual part hereof, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

AGREEMENT

1. Agreement to Negotiate Exclusively in Good Faith.

1.1 **Exclusive Good Faith Negotiation.** During the Term (defined in **Section 2.1**), so long as Developer is negotiating in a commercially reasonable manner and is not otherwise in material default of its obligations under this Agreement, County will not solicit offers or proposals from other parties concerning potential development of the Property. The Parties will negotiate exclusively and in good faith in accordance with this Agreement regarding the Project Agreements. Notwithstanding the foregoing, County may, from time to time, be contacted by other Developers regarding the Property and that such contact is expressly permitted so long as County does not initiate the contact and indicates to such Developers that County has executed this Agreement and that County is prohibited from: (a) discussing anything concerning these negotiations with such Developers; (b) considering any offer or proposal from such other Developers; or (c) negotiating with any such Developers, until this Agreement expires or is terminated pursuant to its terms.

1.2 **Essential Terms.** The Parties acknowledge and agree that this Agreement does not establish all the essential terms of the Project Agreements and that although they have set forth herein a framework for negotiation of the essential terms of the Project

Agreements: (a) they have not set forth herein nor agreed upon many of the essential terms of Project Agreements, including, among other things, the rent under the Ground Lease, the terms and conditions of the Ground Lease, and the option purchase price, if any; (b) they do not intend this Agreement to be a statement of the essential terms of the Project Agreements; and (c) the essential terms of the Project Agreements, if agreed to by the Parties, shall be set forth, if at all, in documentation and agreements negotiated, approved and executed by duly authorized representatives of each of the Parties after any and all applicable requirements of CEQA and NEPA have been successfully completed and necessary determinations/findings made by County.

2. Duration of this Agreement.

2.1 Term. The term of this Agreement (the "**Term**") shall commence on the Effective Date and terminate on the earliest of (a) six (6) months after the Effective Date, or (b) twenty (20) business days after County or Developer exercises its termination rights set forth in Section 2.2 herein, or (c) twenty (20) business days after either Party has received written notice from the other Party stating that such Party desires to terminate this Agreement as a result of an uncured Default under Section 12, or (d) the effective date of the Ground Lease. The Parties may elect, by mutual agreement, to extend the Term for an additional period of up to six (6) months. The Director of Department of Beaches and Harbors has been authorized by the County Board of Supervisors to execute any Term extension entered into pursuant to this Section 2.1.

2.2. Right to Terminate.

(i) If the County reasonably determines that a successful consummation of the negotiations is not likely, it may terminate this Agreement upon written notice to Developer (a "**County Termination Notice**") and such termination shall be deemed effective, unless withdrawn by the County, on the 20th business day after delivery of the County Termination Notice. Upon the County's termination of this Agreement, any rights or interest that Developer or County may have hereunder shall cease.

(ii) If Developer determines that a successful consummation of the negotiations is not likely, it may terminate this Agreement upon written notice to the County (a "**Developer Termination Notice**") and such termination shall be deemed effective, unless withdrawn by Developer, on the 20th business day after delivery of the Developer Termination Notice. Upon Developer's termination of this Agreement, any rights or interest that Developer or County may have hereunder shall cease.

2.3 Execution. No agreement or documentation that may hereafter be negotiated between the Parties with respect to the Project Agreements shall become final and binding unless and until: (a) County and Developer have successfully complied with all applicable requirements of CEQA and NEPA pertaining to the transactions and development contemplated by the Project Agreements; (b) the Project Agreements are approved by the Board; and (c) the Project Agreements are executed by the authorized representatives of each of the Parties.

2.4 Approval of the Potential County Actions. Prior to the satisfaction of the terms set forth in **Section 2.3** none of the following shall constitute County's approval of the Proposed Project or the Project Agreements or a commitment by the County to take any action whatsoever: (a) negotiation or preparation of any the Project Agreements, including without limitation, any specific terms and provisions or any form of document; (b) review or approval by County of various stages of proposed plans and specifications for the Proposed Project; nor (c) cooperation or participation by County in development applications or submittals for the Proposed Project (including County's execution of any such applications or submittals).

3. Good Faith Deposit.

3.1. Good Faith Deposit. As a condition precedent to the County's execution of this Agreement, Developer shall provide concurrently with the execution and submission of this Agreement by the Developer to the County for its consideration, a Good Faith Deposit in the amount of Fifty Thousand Dollars (\$50,000.00). The Good Faith Deposit shall be in the form of a cashier's check or certified check, naming the County as Payee, as applicable (the "**Good Faith Deposit**"), to ensure that Developer shall proceed diligently and in good faith to negotiate and perform all of the Developer's obligations under this Agreement. Any interest accrued on the Good Faith Deposit shall be the property of the County and shall be retained by the County. The Good Faith Deposit shall be used to reimburse the County for expenses incurred by the County and its staff, agents or consultants in performing public outreach (including public meetings), negotiating and preparing this agreement, reviewing any documents related to the Proposed Project, and negotiating and drafting the Ground Lease, Option Agreement, Development, Agreement and any other agreements (collectively, "**Negotiation Expenses**").

3.2 Additional Good Faith Deposit. The County may, in its sole discretion, request an additional Good Faith Deposit in an amount up to Twenty-Five Thousand Dollars (\$25,000.00) to reimburse any additional Negotiation Expenses incurred or anticipated during the Term hereof or any extension. Such additional sum shall be subject to the same terms and conditions as the initial Good Faith Deposit.

3.3 Non-Refundable Deposit. In the event this Agreement terminates or is terminated as provided in **Section 2**, the Deposit will become non-refundable to the extent necessary to pay County's Negotiation Expenses incurred or contractually committed to be paid as of the date of termination, and the County shall return to Developer any portion of the Deposit that is not needed to pay such County Negotiation Expenses. The Parties agree that the County (a) has no obligation to pay interest on the Deposit to Developer, and (b) is not required to deposit the Deposit in an interest-bearing account. Interest, if any, earned on the Deposit may remain in the Deposit account and may be added to the amount of the Deposit and retained by County if necessary to reimburse its Negotiating Expenses.

4. Agreements to be Negotiated.

4.1 Development Agreement, Option Agreement, and Ground Lease Agreement. County and Developer shall work in good faith to negotiate and jointly prepare the Development Agreement, Option Agreement, and Ground Lease Agreement collectively referred to as "Project Agreements". The Development Agreement shall include, without limitation, provisions relating to the design and development of the Proposed Project, a schedule of performance, and the Parties' obligations. The Option Agreement shall include, among other things, provisions relating to covenants on title, option contingencies, and purchase price. The Ground Lease shall include, among other things, provisions relating to the term, rent, Proposed Project construction, Proposed Project operation, transfers and assignments, encumbrances, and subleases.

4.2 Other Agreements. If other agreements, such as reciprocal easements, licenses, or dedications are required to effectuate the objectives of the Proposed Project and the Project Agreements, each of those agreements shall be negotiated in accordance with applicable County policies and procedures under the Board's authority.

5. County Responsibilities.

5.1 Exclusive Negotiations. So long as Developer is negotiating in a commercially reasonable manner and is not otherwise in material default of its obligations under this Agreement, County shall negotiate exclusively and in good faith with Developer, as set forth in **Section 1.1**.

5.2 Schedule of Performance. County shall endeavor to meet the milestones required of it as set forth in a schedule of performance which the parties shall agree to within ninety (90) days of the execution of this Agreement, and which schedule may be modified during the Term as agreed in writing between the Parties (the "**Schedule of Performance**").

5.3 Funding. Any future funding by County to fund, subsidize, or otherwise financially contribute in any manner toward the development of the Proposed Project shall be effective only if approved by the Board and set forth in a writing executed by County and Developer.

5.4 County Discretion. County is not approving, committing to, or agreeing to undertake: (a) the Proposed Project or any development; (b) disposition, sale, or lease of land to Developer; or (c) any other acts or activities requiring the subsequent independent exercise of discretion by County.

5.5 Other Covenants. County shall perform such other covenants and obligations required of County as explicitly set forth in this Agreement.

6. Developer Responsibilities.

Without limiting any other provision of this Agreement, during the Term, Developer, at its sole cost and expense, shall prepare and submit the following information and documents and perform the following acts, all in furtherance of the negotiation process:

6.1 Planning and Design Requirements. County, together with all other agencies having regulatory jurisdiction over the Proposed Project, will require planning and design approval for the Proposed Project. Developer shall meet with representatives of County to review and come to a clear understanding of the planning and design requirements of County, together with all other agencies having regulatory jurisdiction over the Proposed Project.

6.2 Schedule of Performance. Developer shall meet the milestones required of Developer, as set forth in the Schedule of Performance to be agreed upon by the parties.

6.3 Notice of Governmental Meetings. Developer shall provide one (1) weeks' notice to County of any substantive meetings with governmental officials (including staff), of governmental agencies other than County, relating to the Proposed Project, and allow County to attend such meetings, which County may do at County's sole discretion. Developer shall keep County fully informed during the Term regarding all substantive matters and meetings affecting the Proposed Project.

6.4 Environmental Documents and Entitlements. Developer shall provide to County, in accordance with the Schedule of Performance, conceptual plans, renderings, schematic drawings, programmatic plans and all other information and documentation (the "**Project Plans**") necessary for County to make appropriate findings pursuant to CEQA and NEPA, as applicable. Developer shall bear all costs and expenses associated with the preparation of the Project Plans and any documentation required for compliance with CEQA.

6.5 Financial Pro Forma. Developer shall submit to County a detailed financial pro forma for the Proposed Project containing matters typically contained in such pro forma for other similar types of projects as the Proposed Project and related financial information for the development of the Proposed Project (collectively, the "Financial Pro Forma"), including: (1) an estimate of development costs, including construction and non-construction costs, such as the proposed ground lease for the Property; (2) a description of the proposed method of financing; (3) a proposed construction and operating pro forma which identifies all sources and uses of funds; and (4) evidence that Developer has the financial resources necessary for development of the Proposed Project, such as preliminary loan approvals and/or audited financial statements, or other form of evidence reasonably acceptable to the County. The Financial Pro Forma is intended to provide the initial basis for determining the financial feasibility of the Proposed Project in connection with the negotiation of the Project Agreements. The Parties acknowledge that the Financial Pro Forma will continue to be refined in accordance with the Project Agreements.

6.6 Use of Proposed Project Images. Developer hereby consents to and approves the use by County of images of the Proposed Project, its models, plans, and other graphical representations of the Proposed Project and its various elements ("Proposed Project Images") in connection with marketing, public relations, special events, websites, presentations, and other uses reasonably required by County in connection with the Proposed Project during the Term. Such right to use the Proposed Project Images shall not be assignable by County to any other party (including, without limitation, any private party) without the prior written consent of Developer. Developer shall obtain any rights and/or consents from any third-parties necessary to provide County with the right to use the Proposed Project Images. In the event that the Parties enter into Project Agreements, County's right to use the Proposed Project Images shall be as set forth in the Project Agreements.

6.7 Progress Reports. Upon reasonable notice, as from time to time requested by County, Developer shall prepare and deliver written progress reports (meeting minutes will be sufficient as a written progress report) including financing and leasing activities, advising County on studies being made, and matters being evaluated, by Developer with respect to this Agreement and the Proposed Project. County shall not request written reports more frequently than once each month.

6.8 Further Information. County reserves the right, at any time, to request from Developer, and Developer shall provide in a timely manner, additional or updated information about Developer or the Proposed Project as requested by County.

6.9 Design Review Process. Developer shall engage and coordinate with County on the design of the Proposed Project, and the design shall be subject to County's review and approval (as well as that of any other agency having jurisdiction) as set forth in the Project Agreements.

6.10 Cost Reimbursements. Developer shall reimburse County for all reasonable costs, fees and expenses actually incurred in association with the negotiation, documentation and execution of this Agreement, the Ground Lease, Development Agreement, Option Agreement, and any other associated agreement or document, including all reasonable costs and expenses actually incurred relating to the public engagement process, review, development, design, construction and planning of the Proposed Project and CEQA compliance related thereto, as well as all related third party costs and expenses, including, but not limited to, reasonable consultants', engineers', architects', and attorneys' fees incurred by County.

6.11 Other Covenants. Developer shall perform such other covenants and obligations required of Developer as explicitly set forth in this Agreement.

7. No Commitment to Any Project; Independent Judgment.

7.1 No Commitment to Any Project. The Parties acknowledge and agree that County: (a) has not committed to, authorized or approved the development of the Proposed Project or any other proposed improvements on the Property; (b) retains the

absolute sole discretion to modify the Proposed Project as may be necessary to comply with CEQA and/or NEPA, or for any other reason; (c) may modify the Proposed Project, or decide not to proceed with the Proposed Project, as may be necessary to comply with CEQA and/or NEPA, or for any other reason as determined in County's sole and absolute discretion; and (d) is not precluded from rejecting the Proposed Project, or from weighing the economic, legal, social, technological, or other benefits of the Proposed Project against its unavoidable environmental risks when determining whether to approve the Proposed Project. Further, the Parties acknowledge and agree that no activities that would constitute a project under CEQA and/or NEPA, including the Proposed Project, may be commenced until necessary findings and consideration of the appropriate documentation under CEQA are considered by the Board and feasible mitigation measures and alternatives to the Proposed Project, including the "no project" alternative, required in connection with CEQA, may be adopted by the Board.

7.2 Independent Judgment. County will exercise independent judgment and analysis in connection with any required environmental reviews or determinations under CEQA for the Proposed Project, shall have final discretion over the scope and content of any document prepared under CEQA and shall have final discretion over the extent of any studies, tests, evaluations, reviews or other technical analyses. Any consultants retained for the purpose of preparing CEQA documentation shall reasonably comply with any directions from County with respect thereto.

8. Inspections.

During the Term, Developer may conduct such inspections, tests, surveys, and other analyses (collectively, "**Inspections**") as Developer and County deem reasonably necessary to determine the condition of the Property or the feasibility of designing, developing, constructing, leasing and financing the Proposed Project and shall complete such Inspections as promptly as reasonably possible within the Term. Any entry onto the Property by Developer or its employees, agents, contractors, successors, and assigns, shall be in accordance with a Right of Entry Permit ("**ROE**"), in the form attached hereto as **Exhibit D**. Pursuant to the ROE, Developer shall coordinate and schedule the time(s) of its entry on to the Property to meet County's reasonable requirements. Developer's and its contractors' access to the Property shall not materially interfere, conflict with or impair any other operations or activities on the Property as set forth in the ROE.

9. Plans, Reports, Studies, and Entitlements.

9.1 County Information. County, in its commercially reasonable discretion, may make available to Developer, upon Developer's written request, existing information and plans regarding County's existing improvements on the Property.

9.2 Provision of Development Documents. All plans and any reports, investigations, studies (including reports relating to the soil, geotechnical, subsurface, environmental, and groundwater conditions of the Property, entitlement applications, Project Plans, and reports filed in connection therewith) with respect to the Property, Proposed Project, and Developer's intended use of the Property (collectively, the

"**Development Documents**") shall be prepared at Developer's sole cost and expense. Developer shall timely provide County, subject to the confidentiality provisions in **Section 14**, without cost or expense to County, copies of all Development Documents prepared by or on behalf of Developer. Developer shall include in its contractors' and consultants' contracts the right of Developer to assign the Development Documents to County.

9.3 Entitlements. County shall cooperate with Developer in Developer's attempt to procure the necessary entitlements for the Proposed Project, provided (a) such entitlements and any related applications, submittals, and/or covenants do not encumber County's fee interest in the Property or place obligations on County and (b) Developer timely provides County with copies of all proposed and final filings, submittals and correspondence relating to any entitlement applications. Should Developer abandon an entitlement application (for any reason including termination of this Agreement), County shall have the right to take over such application and Developer shall cooperate with County to complete any such entitlement process started by Developer. If the Proposed Project is not built, at County's election, Developer shall cooperate with County to seek removal of any entitlement obtained by Developer for the Property. The obligations contained in this **Section 9.3** shall survive termination, expiration, or revocation of this Agreement.

10. Indemnity and Insurance.

10.1 General Indemnity. Developer shall Indemnify (defined in **Section 10.2(d)**) County Indemnified Parties (defined in **Section 10.2(b)**) from and against all Claims (defined in **Section 10.2(a)**) caused by or arising directly or indirectly from any acts or omissions of any Developer Indemnitor which constitute: (i) a breach of any Developer obligation under this Agreement, (ii) negligence by a Developer Indemnitor and (iii) willful misconduct by a Developer Indemnitor, including Claims that accrue or are discovered before or after termination of this Agreement in connection with this Agreement.

10.2 Definitions. The following terms shall have the following meanings:

(a) "**Claim**" means any claim, loss, demand, action, liability, penalty, fine, judgment, lien, forfeiture, cost, expense, damage, or collection cost (including reasonable fees of attorneys, consultants, and experts related to any such claim).

(b) "**County Indemnified Parties**" means collectively, for purposes of indemnification only, County and its Special Districts, elected and appointed officers, employees, agents, affiliates, beneficiaries, attorneys, trustees, successors, assigns, and any individual (employee, officer, partner, director, member, commissioner or board member) employed by or acting on behalf of any of the above entities.

(c) "**Developer Indemnitor**" means, for purposes of indemnification only, Developer, or any entity or person acting on Developer's behalf or anyone employed by or contracted with Developer in the course of such employment or contracted work.

(d) **"Indemnify"** means collectively indemnify, defend (by counsel reasonably acceptable to indemnified Party), protect, and hold harmless, without requirement that the indemnified Party first pay any amounts.

10.3 Survival. Notwithstanding anything to the contrary elsewhere in this Agreement, the indemnity obligations under this Agreement shall survive any expiration, termination or assignment of this Agreement.

10.4 Insurance. Prior to Developer's or its employees', contractors' or consultants' entry onto the Property, Developer shall provide County with evidence of insurance in the form and subject to the requirements set forth in the ROE.

11. Failure to Reach Agreement.

This Agreement is an agreement to enter into exclusive negotiations with respect to the Project Agreements. Each Party expressly reserves the right to decline to enter into any other agreement (including any of the Project Agreements), if the Parties fail to agree to terms satisfactory to both Parties with respect to the Project Agreements. Except as expressly provided in this Agreement, neither Party shall have any obligation, duty or liability hereunder in the event the Parties fail to timely agree upon and execute the Project Agreements or any other agreement. If the Parties have not executed the Project Agreements prior to the expiration or termination of this Agreement, then upon expiration or termination of this Agreement, any rights or interest that Developer may have under this Agreement shall cease without requiring any notice from County, and County shall have the right thereafter to use, develop (alone or with any other entity) or dispose of the Property as County shall determine appropriate in its sole and absolute discretion.

12. Default and Remedies.

12.1 Breach. The occurrence of any one or more of the following events shall constitute a breach under this Agreement (each a **"Breach"**):

(a) The failure of a Party to perform any obligation, or to comply with any covenant, restriction, term, or condition of this Agreement;

(b) The failure of a Party to meet the milestones set forth in the Schedule of Performance;

(c) Any material representation or warranty made by a Party proves to be false or misleading in any material respect at the time made; or

12.2 Default. A Breach shall become a default under this Agreement (each a **"Default"**) if the Party committing the Breach fails to cure the Breach within the following time periods:

(a) For all monetary Breaches, five (5) business days after the date such payment is due;

(b) For all non-monetary Breaches, twenty (20) business days after receipt of written notice ("**Cure Notice**") thereof from the aggrieved Party specifying such non-monetary Breach in reasonable detail, delivered in accordance with the provisions of this Agreement, where such non-monetary Breach could reasonably be cured within such twenty (20) business day period; or

(c) Where such non-monetary Breach could not reasonably be cured within such twenty (20) business day period, such reasonable additional time as is necessary to promptly and diligently complete the cure but in no event longer than forty (40) business days ("**Outside Date**"); provided that the breaching Party promptly commences to cure such non-monetary Breach after receiving the Cure Notice and thereafter diligently and continuously pursues completion of such cure.

12.3 Unavoidable Delay. "**Unavoidable Delay**" means a delay beyond the control of the Party claiming the delay, and must satisfy each of the following requirements:

(a) The delay would prevent or hinder the performance or satisfaction of any obligation under this Agreement by any reasonable person similarly situated and is not a delay peculiar to the Party claiming the delay.

(b) The delay must arise out of:

(i) A force majeure event;

(ii) Governmental restrictions or a delay in the issuance of any regulatory governmental approval that could not be reasonably anticipated (including without limitation any unusual or uncommon delay by a governmental authority in processing or approving any application made by Developer in connection with the Proposed Project);

(iii) Delay in performance of any term, covenant, condition or obligation under this Agreement as a result of a Breach, Default or delay of the other Party, whether in rendering approvals or otherwise; or

(iv) Any lawsuit, action or other proceeding by any person (other than by or at the direction of Developer or any affiliate of Developer) that is filed after the Effective Date that challenges: (1) the EIR, other environmental document, or other governmental approval; or (2) any action taken by either Party (or the ability of either Party to take any action) under or in connection with this Agreement that prevents performance by the Developer.

(c) The delay is detailed in a written notice given by the Party claiming such delay to the other Party within fifteen (15) days after the Party claiming such delay reasonably should have known of the event giving rise to the claim of delay, which notice shall, at a minimum, reasonably specify the (i) nature of the delay, (ii) the date the delay commenced and (if not ongoing) ended and (iii) the reason(s) such delay is an Unavoidable Delay.

(d) If a non-monetary Breach is due to an Unavoidable Delay, then the Party claiming the delay shall have the right to extend the Outside Date by a period equal to the duration of the Unavoidable Delay by written notice to the other Party. The duration of the Unavoidable Delay shall be deemed to commence only after written notice of such Unavoidable Delay is delivered to the other Party, provided that if written notice of such Unavoidable Delay is given within five (5) business days after the commencement of the delay, then the date of the commencement of the Unavoidable Delay shall be retroactive to the actual commencement date of the delay. A written notice of Unavoidable Delay must reasonably specify: (a) the nature of the delay; (b) the date the delay commenced and (if not ongoing) ended; and (c) the reason(s) such delay is an Unavoidable Delay. Upon the documentation of an Unavoidable Delay pursuant to this **Section 11.6**, the Outside Date shall be delayed by the period of the Unavoidable Delay; provided, however, under no circumstances may the Outside Date be extended by more than a total of forty (40) business days as a result of Unavoidable Delay without the written consent of both Developer and County.

12.4 **Remedies.** If any Default occurs, the non-defaulting Party shall have the right, but not the obligation, to avail itself of

any one or more of the following remedies:

(a) The non-defaulting Party may, at its sole election, terminate this Agreement by written notice of termination provided to the defaulting Party.

(b) Unless otherwise provided herein, in addition to the foregoing, the non-defaulting Party may exercise any right or remedy it has under this Agreement, or which is otherwise available at law or in equity or by statute. All rights, privileges and elections or remedies of the Parties are cumulative and not alternative to the extent permitted by law (including suit for damages) or in equity.

12.5 **Upon Termination of Agreement.** Upon termination of this Agreement, any rights or interest that Developer may have hereunder shall cease and County shall have the right thereafter to use, develop (alone or with any other entity) or dispose of the Property as it shall determine appropriate in its sole and absolute discretion. In any event, the Development Documents shall become the property of County.

13. **Entire Agreement.**

This Agreement and the Exhibits hereto are the entire agreement between the Parties with respect to the subject matter hereof, and supersede all prior verbal or written agreements and understandings between the Parties with respect to the items set forth herein.

14. **Covenant Against Discrimination.**

Developer shall not discriminate against, nor segregate, in employment or the development, construction, sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of all or portions of the Property, nor deny the benefits of or exclude from

participation in, the Proposed Project and all activities of Developer in connection with the Property, any person, or group of persons, on account of race, color, religion, creed, national origin, ancestry, sex, sexual preference/orientation, marital status, age, disability, medical condition, Acquired Immune Deficiency Syndrome (AIDS), acquired or perceived, or retaliation for having filed a discrimination complaint.

15. **Confidentiality.**

15.1 Developer acknowledges that County will need sufficient, detailed information about the economic feasibility of the Proposed Project to negotiate and make informed decisions about the content and approval of the Project Agreements. All records (documents and materials) submitted to County pursuant to this Agreement ("**Submitted Materials**") shall become the property of County, and will be subject to the Public Records Act, pursuant to California Government Code Section 7920.000 et seq. ("**CPRA**"), as provided below. All Submitted Materials are considered "public records" and may be subject to public disclosure. If an exemption to the CPRA applies, Developer may seek to shield certain portions of its documents and reports from disclosure by marking such documents as "Confidential – Official Information", "Proprietary" or "Trade Secrets" as follows:

If a request under the CPRA is made for any of the Submitted Materials, County shall promptly notify Developer and the Parties shall cooperate in good faith, prior to public disclosure, to determine whether any of the requested documents are exempt from disclosure under the CPRA within the timeframes set forth in the CPRA.

If Developer asserts that any Submitted Materials are subject to a legal exception to public disclosure under the CPRA, Developer must: (1) clearly label the relevant Submitted Materials as "Confidential," "Trade Secrets" or "Proprietary" ("**Official Information**"); (2) upon request from County, provide additional information regarding the legal basis for exception from disclosure under the CPRA; and (3) defend, indemnify, and hold harmless Indemnitees from any Claims by any third-party for public disclosure of the confidential portion of the Official Information. Developer and County shall cooperate to retain confidential information submitted by Developer as confidential to the extent permitted by law.

If County receives a request to disclose any Official Information, and County determines that there is a legal basis for withholding such Official Information from public disclosure, County shall not disclose such Official Information and shall take all reasonable steps to maintain the confidentiality of such information unless compelled by court order.

If County receives a request to disclose any Official Information, and County does not identify a legal basis to withhold the Official Information, County shall provide prompt written notice to Developer, and Developer shall be given a reasonable opportunity to interpose an objection or seek a

court order or protective order to preclude County from disclosing such Official Information, or applicable portion thereof.

15. 2 County shall be permitted to share Submitted Materials (including, but not limited to, those of a financial and potential proprietary nature) with third-party consultants and attorneys who have been engaged to advise County concerning matters related to this Agreement as part of the negotiation and decision-making process, provided that County requires such third-party consultants and attorneys to comply with the confidentiality provisions set forth in this Agreement.

15.3 Developer shall indemnify, defend (with counsel reasonably approved by County), and hold harmless the Indemnitees (without any requirement that the Indemnitees first pay such Claims) from Claims arising from (i) any disclosure of the Submitted Materials and/or Official Information, and (ii) any action taken by Developer to assert its rights under the CPRA, including but not limited to, the right to redact and/or contest any request for disclosure of Submitted Materials and/or Official Information under applicable law.

16. **Compliance with Laws.**

During the Term, Developer, at its expense, shall comply with all applicable federal, state and local laws, ordinances, regulations, rules and orders with respect to the subject matter of this Agreement.

17. **Successors and Assigns.**

This Agreement shall be binding on and inure to the benefit of the Parties and their respective successors and assigns.

18 **Notices.**

All notices shall be in writing and either: (a) personally served at the appropriate address (including by means of professional messenger service or recognized overnight delivery service, provided that any such delivery is confirmed by written receipt signed on behalf of the receiving Party or by adequate proof of service) or (b) deposited in the United States mail, postage prepaid, certified or registered mail, return receipt requested, addressed to the appropriate addressee and shall be deemed received and effective on the day such notice is actually received if received before 5:00 p.m. on a regular business day, or on the following business day if received at any other time. All addresses of the Parties for receipt of any notice to be given pursuant to this Agreement are as follows:

County:

County of Los Angeles
Office of the County Counsel
Property Division
500 West Temple Street, 6th Floor
Los Angeles, CA 90012-2932

With a copy to:

County of Los Angeles
Department of Beaches and Harbors
Asset Management Division
13837 Fiji Way
Marina del Rey, CA 90292

Developer:

With a copy
to: _____

And a copy
to: _____

19. **Interpretation.**

19.1 **Construction.** This Agreement shall be construed in accordance with its fair meaning, and not strictly for or against either Party.

19.2 Gender. When the context of this Agreement requires, (a) the neuter gender includes the masculine and feminine and any entity, and (b) the singular includes the plural.

19.3 Section Headings. The headings of the Sections of this Agreement are inserted solely for convenience of reference and are not intended to govern, limit or aid in the construction of any term or provision hereof. Unless otherwise explicitly provided, all references to "Sections" are respectively to articles or sections of this Agreement.

19.4 Interpretation. The word "including" shall be construed as though the words "but not limited to" were, in each case, appended thereafter, and shall not be deemed to create a limitation to the list that follows "including."

19.5 Exhibits. All references in this Agreement to exhibits shall be construed as though the words "hereby made a part hereof and incorporated herein by this reference" were, in each case, appended thereto. In the event of a conflict between this Agreement and any of the exhibits attached hereto, the terms of this Agreement shall govern.

19.6 No Third-Party Beneficiaries. Except as expressly set forth in this Agreement, no parties other than the Parties and their successors and assigns, shall be a beneficiary of the rights conferred in this Agreement, and no other party shall be deemed a third-party beneficiary of such rights.

19.7 Severability. If (a) any provision of this Agreement is held by a court of competent jurisdiction as to be invalid, void or unenforceable and (b) the invalidity or unenforceability of such a provision does not deny a Party the material benefit of this Agreement, then the remainder of this Agreement which can be given effect without the invalid provision shall continue in full force and effect and shall in no way be impaired or invalidated.

19.8 No Partnership. Nothing in this Agreement shall be deemed or construed as creating a partnership, joint venture, or association between the Parties, or cause either Party to be responsible in any way for the debts or obligations of the other Party.

19.9 No Assignment by Developer. The Parties acknowledge and agree that County has entered into this Agreement in reliance on Developer's unique abilities to develop the Proposed Project; consequently, Developer shall have no right to assign its rights or duties under this Agreement.

19.10 Prevailing Party. In the event that either Party to this Agreement brings an action to enforce the terms of this Agreement or declare the Party's rights under this Agreement, each Party shall bear its own costs and expense, including attorneys' fees, regardless of prevailing Party.

20. Limitations of this Agreement.

This Agreement does not constitute a commitment of any kind by County regarding the leasing, sale, or development of all or any part of the Property. Execution of this

Agreement by County is merely an agreement to enter into a period of exclusive negotiations according to the terms hereof, reserving final discretion and approval by the Board as to the Project Agreements and all proceedings and decisions in connection therewith.

Counterparts.

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The delivery of a signed counterpart of this Agreement by facsimile or email shall have the same legal effect as delivery of an original signed counterpart by hand. This Agreement shall only be effective as a binding legal agreement among the parties after signed counterparts have been exchanged among the Parties.

[Signature Page to Immediately Follow]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date and year first above written.

COUNTY:

COUNTY OF LOS ANGELES,
a public body, corporate and politic

By:

APPROVED AS TO FORM:

DAWYN HARRISON
County Counsel

By: _____
Deputy

DEVELOPER:

By: _____
Name: _____
Its: _____

EXHIBIT A

Legal Description

(To be attached)

EXHIBIT B

Parcel Map

(To be attached)

EXHIBIT C

Letter of Intent and Preliminary Design Concept Plan

(To be attached)

EXHIBIT D

Form of Right of Entry Permit

(To be attached)

Appendix B:

Required Forms

APPENDIX B - REQUIRED FORMS

Exhibits

- 1) Organization Questionnaire/Affidavit
- 2) Certification of Compliance
- 3) Request for Preference Consideration
- 4) Debarment History and List of Terminated Contracts
- 5) Community Business Enterprise (CBE) Information (Excel Worksheet)
- 6) Minimum Mandatory Requirements
- 7) List of Public Entities
- 8) List of References
- 9) Contribution and Agent Declaration Form
- 10) Pricing Schedule (Excel Worksheet)
- 11) Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions (45 C.F.R. Part 76)
- 12) Declaration

REQUIRED FORMS – EXHIBIT 1
ORGANIZATION QUESTIONNAIRE/AFFIDAVIT

Proposer Name: Click or tap here to enter text.	County Webven Number: Click or tap here to enter text.
Address: Click or tap here to enter text.	
Telephone Number: Click or tap here to enter text.	Email: Click or tap here to enter text.
Internal Revenue Service Employer Identification Number: Click or tap here to enter text.	California Business License Number: Click or tap here to enter text.

1	Select the option that best defines your firm's business structure: <input type="checkbox"/> Corporation <input type="checkbox"/> Limited Liability Company (LLC) <input type="checkbox"/> Limited Partnership <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Non-Profit <input type="checkbox"/> Franchise <input type="checkbox"/> Other (Specify)	If Corporation or Limited Liability Company (LLC): Legal Name (as stated in Articles of Incorporation): Click or tap here to enter text. State of Incorporation: Click or tap here to enter text. Year of Incorporation: Click or tap here to enter text. If Limited Partnership or a Sole Proprietorship: Name of proprietor or managing partner: Click or tap here to enter text. If other: Specify business structure name: Click or tap here to enter text.
2	Is your firm doing business under one or more DBA's? <input type="checkbox"/> Yes <input type="checkbox"/> No	Name: Click or tap here to enter text. Country of Registration: Click or tap here to enter text. Year became DBA: Click or tap here to enter text.
3	Is your firm wholly/majority owned by, or a subsidiary of another firm? <input type="checkbox"/> Yes <input type="checkbox"/> No	If yes, indicate name of Parent Firm and State of Incorporation. Name of Parent Firm: Click or tap here to enter text. State of Incorporation or registration of parent firm: Click or tap here to enter text.
4	Has your firm done business under other names within last five (5) years? <input type="checkbox"/> Yes <input type="checkbox"/> No	If yes, indicate any other names and the year of name change. Name(s): Click or tap here to enter text. Year(s) of Name Change: Click or tap here to enter text.

REQUIRED FORMS – EXHIBIT 1
ORGANIZATION QUESTIONNAIRE/AFFIDAVIT

5	List names of all joint ventures, partners, subcontractors, or others having any right or interest in this contract or the proceeds thereof. If not applicable, state "NONE".	Click or tap here to enter text.
6	Is your firm involved in any pending acquisition or mergers? <input type="checkbox"/> Yes <input type="checkbox"/> No	If yes, please provide additional information regarding the pending merger. Click or tap here to enter text.
7	List all names and contact information of all individuals legally authorized to commit the Proposer.	Name: Click or tap here to enter text. Title: Click or tap here to enter text. Phone: Click or tap here to enter text. Email: Click or tap here to enter text. Name: Click or tap here to enter text. Title: Click or tap here to enter text. Phone: Click or tap here to enter text. Email: Click or tap here to enter text. Name: Click or tap here to enter text. Title: Click or tap here to enter text. Phone: Click or tap here to enter text. Email: Click or tap here to enter text.

REQUIRED FORMS – EXHIBIT 2

CERTIFICATION OF COMPLIANCE

Proposer certifies compliance with all programs, policies, and ordinances specified below.

	TITLE	REFERENCE	CERTIFICATIONS
1	Certification of No Conflict of Interest	LACC 2.180	Certifies Compliance? <input type="checkbox"/> Yes <input type="checkbox"/> No
2	Familiarity with the County Lobbyist Ordinance Certification	LACC 2.160	Certifies Compliance? <input type="checkbox"/> Yes <input type="checkbox"/> No
3	Zero Tolerance Policy on Human Trafficking Certification	Motion	Certifies Compliance? <input type="checkbox"/> Yes <input type="checkbox"/> No
4	Compliance with Fair Chance Employment Hiring Practices Certification	Board Policy 5.250	Certifies Compliance? <input type="checkbox"/> Yes <input type="checkbox"/> No
5	<p>Charitable Contributions Certification</p> <p>Enter the California Registry of Charitable Trusts “CT” number and upload a copy of firm’s 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 (if applicable)</p> <p>Click or tap here to enter text.</p>	Board Policy 5.065	<p>Check the Certification below that is applicable to your company.</p> <p><input type="checkbox"/> Proposer or Contractor has examined its activities and determined that it does not now receive or raise charitable contributions regulated under California’s Supervision of Trustees and Fundraisers for Charitable Purposes Act. If Proposer engages in activities subjecting it to those laws during the term of a County contract, it will timely comply with them and provide County a copy of its initial registration with the California State Attorney General’s Registry of Charitable Trusts when filed.</p> <p>OR</p> <p><input type="checkbox"/> Proposer or Contractor is registered with the California Registry of Charitable Trusts under the CT number listed in this document 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.</p>
6	Attestation of Willingness to Consider GAIN/START Participants	Board Policy 5.050	<p>Certifies Compliance? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Willing to provide GAIN/START participants access to employee mentoring program? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A-program not available</p>
7	Contractor Employee Jury Service Program Certification Form & Application for Exception	LACC 2.203	<p>Certifies Compliance? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If No, identify exemption:</p> <p><input type="checkbox"/> My business does not meet the definition of “contractor,” as defined in the Program.</p> <p><input type="checkbox"/> My business is a small business as defined in the Program.</p> <p><input type="checkbox"/> My business is subject to a Collective Bargaining Agreement (attach agreement) that expressly provides that it supersedes all provisions of the Program</p>
8	Certification of Compliance with the County’s Defaulted Property Tax Reduction Program	LACC 2.206	<p>Certifies Compliance? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If No, identify exemption: Click or tap here to enter text.</p>

REQUIRED FORMS – EXHIBIT 3
REQUEST FOR PREFERENCE CONSIDERATION

In the event of any conflict between the federal requirements and this preference, check the requirement of any applicable federal funding streams and discuss, as needed, with your County Counsel attorney.

INSTRUCTIONS: Proposers requesting preference consideration must complete and include this form in their proposal. Proposers may request consideration for one or more preference programs. **In order to qualify for preference, firm must be certified by the County of Los Angeles Department of Consumer and Business Affairs (DCBA). Please reference your Certification Letter issued by DCBA to determine Federal/Non-Federal preference eligibility.**

☐ **PREFERENCE NOT REQUESTED**

OR

☐ **PREFERENCE REQUESTED (SELECT ALL THAT APPLY)**

Preference Program		Reference
<input type="checkbox"/>	Request for Local Small Business Enterprise (LSBE) Program Preference <input type="checkbox"/> Certification for Non-Federally Funded County Solicitations <input type="checkbox"/> Certification for Federally Funded County Solicitations	LACC 2.204
<input type="checkbox"/>	Request for Social Enterprise (SE) Program Preference <input type="checkbox"/> Certification for Non-Federally Funded County Solicitations <input type="checkbox"/> Certification for Federally Funded County Solicitations	LACC 2.205
<input type="checkbox"/>	Request for Disabled Veterans Business Enterprise (DVBE) Program Preference	LACC 2.211

Note: In no instance should any of the listed preference programs price or scoring be combined with any other County program to exceed fifteen percent (15%) in response to any county solicitation.

REQUIRED FORMS – EXHIBIT 4
DEBARMENT HISTORY AND LIST OF TERMINATED CONTRACTS

Proposer's Name: [Click or tap here to enter text.](#)

1. DEBARMENT HISTORY (Check one)		YES	NO
Proposer is currently debarred by a public entity		<input type="checkbox"/>	<input type="checkbox"/>
If yes, please provide the name of the public entity:			
2. LIST OF TERMINATED CONTRACTS (Check one)		YES	NO
Proposer has contracts that have been terminated in the past three (3) years.		<input type="checkbox"/>	<input type="checkbox"/>

If yes, please list all contracts that have been terminated prior to expiration within the last three (3) years.

Service:	Click or tap here to enter text.
Name of Entity:	Click or tap here to enter text.
Address:	Click or tap here to enter text.
Contact:	Click or tap here to enter text.
Telephone:	Click or tap here to enter text.
Email:	Click or tap here to enter text.
Termination Date:	Click or tap here to enter text.
Name/Contract No:	Click or tap here to enter text.
Reason for Termination:	Click or tap here to enter text.

Service:	Click or tap here to enter text.
Name of Entity:	Click or tap here to enter text.
Address:	Click or tap here to enter text.
Contact:	Click or tap here to enter text.
Telephone:	Click or tap here to enter text.
Email:	Click or tap here to enter text.
Termination Date:	Click or tap here to enter text.
Name/Contract No:	Click or tap here to enter text.
Reason for Termination:	Click or tap here to enter text.

Service:	Click or tap here to enter text.
Name of Entity:	Click or tap here to enter text.
Address:	Click or tap here to enter text.
Contact:	Click or tap here to enter text.
Telephone:	Click or tap here to enter text.
Email:	Click or tap here to enter text.
Termination Date:	Click or tap here to enter text.
Name/Contract No:	Click or tap here to enter text.
Reason for Termination:	Click or tap here to enter text.

REQUIRED FORMS – EXHIBIT 5
COMMUNITY BUSINESS ENTERPRISE (CBE) INFORMATION

[Refer to Excel Worksheet](#)

REQUIRED FORMS – EXHIBIT 6

MINIMUM MANDATORY REQUIREMENTS

Proposer acknowledges and certifies that it meets and will comply with the Minimum Mandatory Requirements indicated below and as stated in **Paragraph 4.0 (Minimum Mandatory Requirements)**, of this Request for Proposals.

List each minimum mandatory requirement (add additional rows if needed)

No.	Minimum Mandatory Requirement(s) (M/R)	Complies with M/R	
		Yes	No
1	Proposer does not have unresolved questioned cost, as identified by the Auditor-Controller, in an amount over \$100,000.00, that are confirmed to be disallowed costs by the County department and remain unpaid for a period of six months or more from the date of disallowance, unless such disallowed costs are the subject of current good faith negotiations to resolve the disallowed costs, in the opinion of the County.	<input type="checkbox"/>	<input type="checkbox"/>
2	Proposal must be submitted by the proposal due date and time identified in Paragraph 1.0 (Solicitation Information and Minimum Mandatory Requirements).	<input type="checkbox"/>	<input type="checkbox"/>
3	At least (indicate number) of the Proposer's references provided in Appendix B (Required Forms), Exhibit 8 (List of References) must be responsive and validate that the Proposer meets the Minimum Mandatory Requirements identified in Section 4.5 (Minimum Mandatory Requirements).	<input type="checkbox"/>	<input type="checkbox"/>
4	Proposer must have attended the Mandatory Proposer's Conference identified in Paragraph 8.3 (Mandatory Proposer's Conference).	<input type="checkbox"/>	<input type="checkbox"/>
5	Proposer must have (indicate number) years' experience, within the last (indicate number) years providing (indicate services) services as outlined in Exhibit A (SOW and Attachments) of Appendix A (Contract).	<input type="checkbox"/>	<input type="checkbox"/>

REQUIRED FORMS – EXHIBIT 7

LIST OF PUBLIC ENTITIES

Proposer's Name: [Click or tap here to enter text.](#)

Provide all **public** entity contracts for the last **three (3)** years where the same or similar scope of services was provided. It is the Proposer's responsibility to ensure accuracy of the information provided below. Use additional pages if required.

PUBLIC AGENCIES

AGENCY/DEPT: Click or tap here to enter text.	AGENCY/DEPT: Click or tap here to enter text.
SERVICE TYPE: Click or tap here to enter text.	SERVICE TYPE: Click or tap here to enter text.
CONTRACT TERM: Click or tap here to enter text.	CONTRACT TERM: Click or tap here to enter text.
CONTRACT AMT: Click or tap here to enter text.	CONTRACT AMT: Click or tap here to enter text.
CONTACT: Click or tap here to enter text.	CONTACT: Click or tap here to enter text.
TELEPHONE: Click or tap here to enter text.	TELEPHONE: Click or tap here to enter text.
E-MAIL: Click or tap here to enter text.	E-MAIL: Click or tap here to enter text.
Customize according to Solicitation/MMRs: Click or tap here to enter text.	Customize according to Solicitation/MMRs: Click or tap here to enter text.

AGENCY/DEPT: Click or tap here to enter text.	AGENCY/DEPT: Click or tap here to enter text.
SERVICE TYPE: Click or tap here to enter text.	SERVICE TYPE: Click or tap here to enter text.
CONTRACT TERM: Click or tap here to enter text.	CONTRACT TERM: Click or tap here to enter text.
CONTRACT AMT: Click or tap here to enter text.	CONTRACT AMT: Click or tap here to enter text.
CONTACT: Click or tap here to enter text.	CONTACT: Click or tap here to enter text.
TELEPHONE: Click or tap here to enter text.	TELEPHONE: Click or tap here to enter text.
E-MAIL: Click or tap here to enter text.	E-MAIL: Click or tap here to enter text.
Customize according to Solicitation/MMRs: Click or tap here to enter text.	Customize according to Solicitation/MMRs: Click or tap here to enter text.

AGENCY/DEPT: Click or tap here to enter text.	AGENCY/DEPT: Click or tap here to enter text.
SERVICE TYPE: Click or tap here to enter text.	SERVICE TYPE: Click or tap here to enter text.
CONTRACT TERM: Click or tap here to enter text.	CONTRACT TERM: Click or tap here to enter text.
CONTRACT AMT: Click or tap here to enter text.	CONTRACT AMT: Click or tap here to enter text.
CONTACT: Click or tap here to enter text.	CONTACT: Click or tap here to enter text.
TELEPHONE: Click or tap here to enter text.	TELEPHONE: Click or tap here to enter text.
E-MAIL: Click or tap here to enter text.	E-MAIL: Click or tap here to enter text.
Customize according to Solicitation/MMRs: Click or tap here to enter text.	Customize according to Solicitation/MMRs: Click or tap here to enter text.

REQUIRED FORMS – EXHIBIT 8

LIST OF REFERENCES

Proposer's Name: Click or tap here to enter text.

Proposer's List of References will be used for evaluation purposes and to validate Proposer meets the Minimum Mandatory Requirements stated in the RFP. Proposer must provide X (department to determine the number of references as indicated in Section B.2) references (for certain types of solicitations, consider requesting references "for completed projects") where the same or similar scope of services was provided.

Proposer may also provide three (3) alternate references in the event that a reference is non-responsive. Please note that **no more than** (enter number) references must be provided. It is the Proposer's responsibility to ensure accuracy of the information provided below.

REFERENCES	
REFERENCE 1	
AGENCY/DEPT:	<u>Click or tap here to enter text.</u>
SERVICE TYPE:	<u>Click or tap here to enter text.</u>
CONTRACT TERM:	<u>Click or tap here to enter text.</u>
CONTRACT AMT:	<u>Click or tap here to enter text.</u>
CONTACT:	<u>Click or tap here to enter text.</u>
TELEPHONE:	<u>Click or tap here to enter text.</u>
E-MAIL:	<u>Click or tap here to enter text.</u>
Customize according to Solicitation/MMRs:	<u>Click or tap here to enter text.</u>
REFERENCE 2	
AGENCY/DEPT:	<u>Click or tap here to enter text.</u>
SERVICE TYPE:	<u>Click or tap here to enter text.</u>
CONTRACT TERM:	<u>Click or tap here to enter text.</u>
CONTRACT AMT:	<u>Click or tap here to enter text.</u>
CONTACT:	<u>Click or tap here to enter text.</u>
TELEPHONE:	<u>Click or tap here to enter text.</u>
E-MAIL:	<u>Click or tap here to enter text.</u>
Customize according to Solicitation/MMRs:	<u>Click or tap here to enter text.</u>
REFERENCE 3	
AGENCY/DEPT:	<u>Click or tap here to enter text.</u>
SERVICE TYPE:	<u>Click or tap here to enter text.</u>
CONTRACT TERM:	<u>Click or tap here to enter text.</u>
CONTRACT AMT:	<u>Click or tap here to enter text.</u>
CONTACT:	<u>Click or tap here to enter text.</u>
TELEPHONE:	<u>Click or tap here to enter text.</u>
E-MAIL:	<u>Click or tap here to enter text.</u>
Customize according to Solicitation/MMRs:	<u>Click or tap here to enter text.</u>

ALTERNATE REFERENCES	
ALTERNATE REFERENCE 1	
AGENCY/DEPT:	<u>Click or tap here to enter text.</u>
SERVICE TYPE:	<u>Click or tap here to enter text.</u>
CONTRACT TERM:	<u>Click or tap here to enter text.</u>
CONTRACT AMT:	<u>Click or tap here to enter text.</u>
CONTACT:	<u>Click or tap here to enter text.</u>
TELEPHONE:	<u>Click or tap here to enter text.</u>
E-MAIL:	<u>Click or tap here to enter text.</u>
Customize according to Solicitation/MMRs:	<u>Click or tap here to enter text.</u>
ALTERNATE REFERENCE 2	
AGENCY/DEPT:	<u>Click or tap here to enter text.</u>
SERVICE TYPE:	<u>Click or tap here to enter text.</u>
CONTRACT TERM:	<u>Click or tap here to enter text.</u>
CONTRACT AMT:	<u>Click or tap here to enter text.</u>
CONTACT:	<u>Click or tap here to enter text.</u>
TELEPHONE:	<u>Click or tap here to enter text.</u>
E-MAIL:	<u>Click or tap here to enter text.</u>
Customize according to Solicitation/MMRs:	<u>Click or tap here to enter text.</u>
ALTERNATE REFERENCE 3	
AGENCY/DEPT:	<u>Click or tap here to enter text.</u>
SERVICE TYPE:	<u>Click or tap here to enter text.</u>
CONTRACT TERM:	<u>Click or tap here to enter text.</u>
CONTRACT AMT:	<u>Click or tap here to enter text.</u>
CONTACT:	<u>Click or tap here to enter text.</u>
TELEPHONE:	<u>Click or tap here to enter text.</u>
E-MAIL:	<u>Click or tap here to enter text.</u>
Customize according to Solicitation/MMRs:	<u>Click or tap here to enter text.</u>

REQUIRED FORMS – EXHIBIT 9

CONTRIBUTION AND AGENT DECLARATION FORM

This form must be completed separately by all bidders/proposers, including all prime contractors and subcontractors, and by all applicants for licenses, permits, and other entitlements for use issued by the County of Los Angeles ("County").

Pursuant to the Levine Act ([Government Code Section 84308](#)), a member of the Board of Supervisors, other elected County officials (the Sheriff, Assessor, and the District Attorney), and other County employees and/or officers ("County Officers") are disqualified and not able to participate in a proceeding involving contracts, franchises, licenses, permits and other entitlements for use if the County Officer received more than \$250 in contributions in the past 12 months from the bidder, proposer or applicant, any paid agent of the bidder, proposer, or applicant, or any financially interested participant who actively supports or opposes a particular decision in the proceeding.

State law requires you to disclose information about contributions made by you, your company, and lobbyists and agents paid to represent you. Failure to complete the form in its entirety may result in significant delays in the processing of your application and potential disqualification from the procurement or application process.

You must fully answer the applicable questions below. You ("Declarant"), or your company, if applicable, including all entities identified below (collectively, "Declarant Company") must also answer the questions below. The term "employee(s)" shall be defined as employees, officers, partners, owners, or directors of Declarant Company.

An affirmative response to any questions will not automatically cause the disqualification of your bid/proposal, or the denial of your application for a license, permit or other entitlement. However, failure to answer questions completely, in good faith, or providing materially false answers may subject a bidder/proposer to disqualification from the procurement.

This material is intended for use by bidders/proposers, including all prime contractors and subcontractors, and by all applicants for licenses, permits, and other entitlements for use issued by the County of Los Angeles and does not constitute legal advice. If you have questions about the Levine Act and how it applies to you, you should call your lawyer or contact the Fair Political Practices Commission for further guidance.

REQUIRED FORMS – EXHIBIT 9
CONTRIBUTION AND AGENT DECLARATION FORM

Complete each section below. State “none” if applicable.

A. COMPANY OR APPLICANT INFORMATION

1) Declarant Company or Applicant Name:

[Click or tap here to enter text.](#)

a) If applicable, identify all subcontractors that have been or will be named in your bid or proposal: [Click or tap here to enter text.](#)

b) If applicable, variations and acronyms of Declarant Company’s name used within the past 12 months: [Click or tap here to enter text.](#)

c) Identify all entities or individuals who have the authority to make decisions for you or Declarant Company about making contributions to a County Officer, regardless of whether you or Declarant Company have actually made a contribution:

[Click or tap here to enter text.](#)

[IF A COMPANY, ANSWER QUESTIONS 2 - 3]

2) Identify only the Parent(s), Subsidiaries and Related Business Entities that Declarant Company has controlled or directed, or been controlled or directed by. “Controlled or directed” means shared ownership, 50% or greater ownership, or shared management and control between the entities.

a) Parent(s):

[Click or tap here to enter text.](#)

b) Subsidiaries:

[Click or tap here to enter text.](#)

c) Related Business Entities:

[Click or tap here to enter text.](#)

3) If Declarant Company is a closed corporation (non-public, with under 35 shareholders), identify the majority shareholder.

[Click or tap here to enter text.](#)

4) Identify all entities (proprietorships, firms, partnerships, joint ventures, syndicates, business trusts, companies, corporations, limited liability companies, associations, committees, and any other organization or group of persons acting in concert) whose contributions you or Declarant Company have the authority to direct or control.

[Click or tap here to enter text.](#)

REQUIRED FORMS – EXHIBIT 9

CONTRIBUTION AND AGENT DECLARATION FORM

- 5) Identify any individuals such as employees, agents, attorneys, law firms, lobbyists, and lobbying firms who are or who will act on behalf of you or Declarant Company and who will receive compensation to communicate with a County Officer regarding the award or approval of **this** contract or project, license, permit, or other entitlement for use.

*(Do **not** list individuals and/or firms who, as part of their profession, either (1) submit to the County drawings or submissions of an architectural, engineering, or similar nature, **or** (2) provide purely technical data or analysis, **and** who will not have any other type of communication with a County agency, employee, or officer.)*

[Click or tap here to enter text.](#)

- 6) If you or Declarant Company are a 501(c)(3) non-profit organization, identify the compensated officers of your organization and the compensated members of your board.

[Click or tap here to enter text.](#)

B. CONTRIBUTIONS

- 1) Have you or the Declarant Company solicited or directed your employee(s) or agent(s) to make contributions, whether through fundraising events, communications, or any other means, to a County Officer in the past 12 months? If so, provide details of each occurrence, including the date.

Date (contribution solicited, or directed)	Recipient Name (elected official)	Amount
<u>Click or tap here to enter text.</u>	<u>Click or tap here to enter text.</u>	<u>Click or tap here to enter text.</u>
<u>Click or tap here to enter text.</u>	<u>Click or tap here to enter text.</u>	<u>Click or tap here to enter text.</u>
<u>Click or tap here to enter text.</u>	<u>Click or tap here to enter text.</u>	<u>Click or tap here to enter text.</u>

*Please attach an additional page, if necessary.

- 2) Disclose all contributions made by you or any of the entities and individuals identified in Section A to a County officer in the past 12 months.

Date (contribution made)	Name (of the contributor)	Recipient Name (elected official)	Amount
<u>Click or tap here to enter text.</u>	<u>Click or tap here to enter text.</u>	<u>Click or tap here to enter text.</u>	<u>Click or tap here to enter text.</u>
<u>Click or tap here to enter text.</u>	<u>Click or tap here to enter text.</u>	<u>Click or tap here to enter text.</u>	<u>Click or tap here to enter text.</u>
<u>Click or tap here to enter text.</u>	<u>Click or tap here to enter text.</u>	<u>Click or tap here to enter text.</u>	<u>Click or tap here to enter text.</u>

*Please attach an additional page, if necessary.

REQUIRED FORMS – EXHIBIT 9

CONTRIBUTION AND AGENT DECLARATION FORM

C. DECLARATION

By signing this Contribution and Agent Declaration form, you (Declarant), or you and the Declarant Company, if applicable, attest that you have read the entirety of the Contribution Declaration and the statements made herein are true and correct to the best of your knowledge and belief. (Only complete the one section that applies.)

There are [Click or tap here to enter text.](#) additional pages attached to this Contribution Declaration Form.

COMPANY BIDDERS OR APPLICANTS

I, [Click or tap here to enter text.](#) (Authorized Representative), on behalf of [Click or tap here to enter text.](#) (Declarant Company), at which I am employed as [Click or tap here to enter text.](#) (Title), attest that after having made or caused to be made a reasonably diligent investigation regarding the Declarant Company, the foregoing responses, and the explanation on the attached page(s), if any, are correct to the best of my knowledge and belief. Further, I understand that failure to answer the questions in good faith or providing materially false answers may subject Declarant Company to consequences, including disqualification of its bid/proposal or delays in the processing of the requested contract, license, permit, or other entitlement.

IMPORTANT NOTICE REGARDING FUTURE AGENTS AND FUTURE CONTRIBUTIONS:

By signing this Contribution and Agent Declaration form, you also agree that, if Declarant Company hires an agent, such as, but not limited to, an attorney or lobbyist during the course of these proceedings and will compensate them for communicating with the County about this contract, project, permit, license, or other entitlement for use, you agree to inform the County of the identity of the agent or lobbyist and the date of their hire. You also agree to disclose to the County any future contributions made to members of the County Board of Supervisors, another elected County officer (the Sheriff, Assessor, and the District Attorney), or any other County officer or employee by the Declarant Company, or, if applicable, any of the Declarant Company's proposed subcontractors, agents, lobbyists, and employees who have communicated or will communicate with the County about this contract, license, permit, or other entitlement after the date of signing this disclosure form, and within 12 months following the approval, renewal, or extension of the requested contract, license, permit, or entitlement for use.

Signature

[Click or tap here to enter text.](#)
Date

REQUIRED FORMS – EXHIBIT 9
CONTRIBUTION AND AGENT DECLARATION FORM

INDIVIDUAL BIDDERS OR APPLICANTS

I, [Click or tap here to enter text.](#), declare that the foregoing responses and the explanation on the attached sheet(s), if any, are correct to the best of my knowledge and belief. Further, I understand that failure to answer the questions in good faith or providing materially false answers may subject me to consequences, including disqualification of my bid/proposal or delays in the processing of the requested license, permit, or other entitlement.

IMPORTANT NOTICE REGARDING FUTURE AGENTS AND FUTURE CONTRIBUTIONS:

If I hire an agent or lobbyist during the course of these proceedings and will compensate them for communicating with the County about this contract, project, permit, license, or other entitlement for use, I agree to inform the County of the identity of the agent or lobbyist and the date of their hire. I also agree to disclose to the County any future contributions made to members of the County Board of Supervisors, another elected County official (the Sheriff, Assessor, and the District Attorney), or any other County officer or employee by me, or an agent such as, but not limited to, a lobbyist or attorney representing me, that are made after the date of signing this disclosure form, and within 12 months following the approval, renewal, or extension of the requested contract, license, permit, or entitlement for use.

Signature

[Click or tap here to enter text.](#)
Date

REQUIRED FORMS – EXHIBIT 10

PRICING SCHEDULE

(Consider creating in Excel Spreadsheet)

Add the following language to Pricing Schedule:

By submission of this Proposal, Proposer certifies that the prices quoted herein have been arrived at independently without consultation, communication, or agreement with any other Proposer or competitor for the purpose of restricting competition.

REQUIRED FORMS – EXHIBIT 11

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTIONS (45 C.F.R. PART 76)

(This exhibit should be used for all federally funded solicitations)

Instructions for Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions (45 C.F.R. Part 76)

1. This certification is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that Proposer knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
2. Proposer shall provide immediate written notice to the person to whom this proposal is submitted if at any time Proposer learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
3. The terms “covered transaction,” “debarred,” “suspended,” “ineligible,” “lower tier covered transaction,” “participant,” “person,” “primary covered transaction,” “principal,” “proposal,” and “voluntarily excluded,” as used in this certification, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
4. Proposer agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 C.F.R. part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
5. Proposer further agrees by submitting this proposal that it will include the provision entitled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions (45 C.F.R. Part 76),” as set forth in the text of the Master Agreement, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
6. Proposer acknowledges that a participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 C.F.R. part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. Proposer acknowledges that a participant may decide the method and frequency by which it determines the eligibility of its principals. Proposer acknowledges that each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.

7. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the required certification. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
8. Except for transactions authorized under paragraph 4 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 C.F.R. part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
9. Where Proposer and/or its subcontractor(s) is or are unable to certify to any of the statements in this Certification, Proposer shall attach a written explanation to its proposal in lieu of submitting this Certification. Proposer's written explanation shall describe the specific circumstances concerning the inability to certify. It further shall identify any owner, officer, partner, director, or other principal of the Proposer and/or subcontractor who is currently suspended, debarred, ineligible, or excluded from securing federally funded contracts. The written explanation shall provide that person's or those persons' job description(s) and function(s) as they relate to the contract which is being solicited by this Request for Proposals.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions (45 C.F.R. Part 76)

Proposer hereby certifies that neither it nor any of its owners, officers, partners, directors, other principals or subcontractors is currently debarred, suspended proposed for debarment, declared ineligible or excluded from securing federally funded contracts by any federal department or agency.

REQUIRED FORMS – EXHIBIT 12

DECLARATION

DECLARATION: I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE INFORMATION SUBMITTED IN **EXHIBITS 1-12** IS TRUE AND CORRECT.

PRINT NAME: Click or tap here to enter text.	TITLE: Click or tap here to enter text.
SIGNATURE:	DATE: Click or tap here to enter text.

Appendix C

Transmittal Form to Request a Solicitation Requirements Review

SOLICITATION REQUIREMENTS REVIEW (SRR) REQUEST

Proposers/Bidders requesting a Solicitation Requirements Review must submit this form to the County within the timeframe identified in the solicitation document.

Proposer/Bidder Name: <u>Click or tap here to enter text.</u>	Date of Request: <u>Click or tap here to enter text.</u>
Solicitation Title: <u>Click or tap here to enter text.</u>	Solicitation No.: <u>Click or tap here to enter text.</u>

A **Solicitation Requirements Review** is being requested because the Proposer/Bidder asserts that they are being unfairly disadvantaged for the following reason(s): *(check all that apply)*

- ☐ Application of **Minimum Mandatory Requirements**
- ☐ Application of **Business Requirements**
- ☐ Application of **Evaluation Criteria (not applicable to IFB)**
- ☐ Due to **unclear instructions**, the process may result in the County not receiving the best possible responses from prospective Proposers/Bidders.

For each area contested, Proposer/Bidder must explain in detail the factual reasons for the requested review. *(Attach supporting documentation and specify the underlying authority of the person or entity submitting a proposal/bid (e.g., letterhead, business card, etc.).)*

Request submitted by:

Name: Click or tap here to enter text. Title: Click or tap here to enter text.

For County use only

Date SRR Request Received by County: Click or tap here to enter text. Date Solicitation Released: Click or tap here to enter text.

Reviewed by: Click or tap here to enter text.

Appendix D

Background and Resources: California Charities Regulation

BACKGROUND AND RESOURCES: CALIFORNIA CHARITIES REGULATION

(Charitable Contributions Compliance is required for all Social Services Departments. Additionally, if the services being solicited historically receive responses from nonprofit agencies, this appendix should also be included.)

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, fund-raising 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 Proposer on Los Angeles County 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 references to resources are offered to assist Proposers who engage in charitable contributions activities. Each Proposer, however, is ultimately responsible to research and determine its own legal obligations and properly complete Exhibit J (Charitable Contributions Certification) of Appendix A.

In California, supervision of charities is the responsibility of the Attorney General, whose website, <http://oag.ca.gov/> 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

BACKGROUND AND RESOURCES: CALIFORNIA CHARITIES REGULATION

("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://oag.ca.gov/charities/laws>

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*, 1000 N Alameda St., #250, Los Angeles, CA 90012 (213) 266-8484 <http://www.cnmsocal.org/>, and statewide, the *California Association of Nonprofits*, <http://www.calnonprofits.org/>. Both organizations' websites offer information about how to establish and manage a charitable organization.

The above information, including the organizations listed, provided under this sub-section of this Appendix D is for informational purposes only. Information contained in this sub-section should not be construed as an endorsement by the County of Los Angeles of such organizations.

Appendix E

Los Angeles County's LEED Policy

13. Recommendation as submitted by Supervisor Kuehl: Require all new County buildings with 10,000 gross sq ft or more in size that are authorized on or after the Board's approval of this action to achieve at least the Leadership in Energy and Environmental Design (LEED) Gold level of certification, or a successor, equivalent standard established by the United States Green Building Council; before the County undertakes a significant retrofit of any existing County building, the County must undertake a cost-benefit assessment to determine whether it makes environmental and fiscal sense to retrofit the existing building to be LEED certified and, if so, to identify the appropriate level of certification, and if a determination is made that seeking LEED certification for an existing building retrofit makes financial and environmental sense, that building retrofit should be LEED certified; and direct the Chief Executive Officer to take the necessary steps to implement a LEED policy that includes the aforementioned criteria and reference such policy in the next update of the Countywide Environmental Sustainability Policy No. 3.045. (16-6172)

Attachments: [Motion by Supervisor Kuehl](#)

MOTION BY SUPERVISOR SHEILA KUEHL

December 20, 2016

LEED Gold Motion

The United States is the second largest contributor to climate change in the world, behind only China. Buildings, which use a great amount of energy, water, and other resources, are responsible for nearly forty percent of the United States' carbon dioxide emissions, a key contributor to global climate change. Green buildings, however, use significantly fewer natural resources, and provide significant cost savings over the life of a building's operations. The Leadership in Energy and Environmental Design (LEED) building standard, promulgated by the US Green Building Council, provides third-party verification of buildings to ensure that they are truly sustainable. The LEED standard offers several levels of building certification, with "Platinum" reserved for the buildings that incorporate the most significant sustainability features, and "Certified" offered for those buildings that meet minimum levels of sustainability. The next level above "Certified" is "Silver," followed by "Gold." In addition to guiding sustainable building, LEED encourages and rewards innovative approaches and technologies not addressed in the LEED system that achieve significant, measurable

MOTION

Solis	_____
Kuehl	_____
Hahn	_____
Barger	_____
Ridley-Thomas	_____

environmental performance through site selection and design decisions appropriate for existing site conditions.

In 2007, the Board of Supervisors adopted the LEED policy for new County facilities, and required that new buildings achieve at least the LEED Silver level. Earlier this year, the Board of Supervisors adopted the Envision rating system that requires County infrastructure projects to incorporate sustainability measures. As a result, the County's new buildings and, more recently, infrastructure projects, are being built with greatly enhanced performance, optimized water and energy use efficiency, extended useful life, healthier indoor work environments, and reduced operation and maintenance costs.

The State of California has also passed legislation over the last decade relating to sustainable building design, known as the California Green Building Standards Code (CAL Green Code), which improves public health, safety and general welfare by enhancing the design and construction of buildings through sustainable practices. According to some industry professionals, the CALGreen Code's sustainability principles approach those required to achieve the LEED Silver level certification.

As technologies and green building techniques become more ubiquitous, the incremental cost of constructing more efficient buildings goes down. As these costs decrease, building owners and tenants are demanding ever more efficient buildings. The building industry is satisfying this demand by constructing a significant number of buildings that are certified at the LEED Gold or Platinum level. According to data provided by the United States Green Building Council (USGBC), 40% of LEED rated

buildings have been certified at the Gold or Platinum level. In recent years, the total number of LEED Gold certified buildings has been greater than those certified as LEED Silver. A similar trend is observed in County buildings: more than 50% of LEED certified projects have achieved Gold or Platinum-level certification since 2007.

Although there may be increased initial capital improvement costs associated with pursuing higher levels of LEED certification, studies performed by construction firms and the United States General Services Administration have shown that the incremental capital cost increase from the LEED Silver to Gold level is minimal, ranging from approximately 0.5% to 5%. Several analyses make clear that the increased upfront costs are more than offset over the useful life of a building due to lower operations and maintenance costs, as well as savings from increased productivity and health. In fact, these additional upfront costs are often recouped within just a few short years due to reduced energy and water bills.

In light of the relative decrease in up-front costs associated with designing and building LEED Gold buildings since the County first adopted its LEED Silver policy, as well as the lower operations and maintenance costs associated with maintaining greener buildings, the County should update its current LEED policy to require that new County buildings of 10,000 square feet or more achieve at least a LEED Gold rating. Moreover, before the County undertakes a significant retrofit of an existing County building, the County should undertake a cost-benefit assessment to determine whether it makes environmental and fiscal sense to retrofit the existing building to be LEED certified, and at what level of certification. If a determination is made that seeking LEED

certification for an existing building retrofit makes financial and environmental sense, that building retrofit should be LEED certified.

A LEED Gold policy for new buildings will not only enhance environmental resource conservation, but it will also support the County's building and energy efficiency industries that are part of our growing green economy. Many other local governments across the country have mandated LEED Gold certification for public buildings, including municipalities as diverse as San Francisco, Portland, and Kansas City.

A LEED Gold policy will support the State's energy efficiency and conservation efforts, as well as the State and County's long-term climate goal of reducing greenhouse gas emissions, as established in recent legislation such as Assembly Bill 32 (Global Warming Solutions Act of 2006), Senate Bill 350 (Clean Energy and Pollution Reduction Act of 2015), and Senate Bill 32 (California Global Warming Solutions Act of 2006: emissions limit).

I, THEREFORE, MOVE that the Board of Supervisors require all new County buildings 10,000 gross square feet or more in size that are authorized on or after the Board of Supervisors' approval of this motion to achieve at least the LEED Gold level of certification (or a successor, equivalent standard established by the USGBC).

I FURTHER MOVE that the Board of Supervisors require that before the County undertakes a significant retrofit of any existing County building, the County must undertake a cost-benefit assessment to determine whether it makes environmental and fiscal sense to retrofit the existing building to be LEED certified, and, if so, to identify the appropriate level of certification. If a determination is made that seeking LEED

certification for an existing building retrofit makes financial and environmental sense, that building retrofit should be LEED certified.

I FURTHER MOVE that the Board of Supervisors authorize and direct the Chief Executive Officer to take the necessary steps to implement a LEED policy that includes the criteria of the two immediately preceding paragraphs and to reference such policy in the next update of the Countywide Environmental Sustainability Policy (Policy Number 3.045).

SK/ky/LEED Gold Motion

Appendix F

Los Angeles County Local and Targeted Worker Hiring Program

COUNTYWIDE LOCAL AND TARGETED WORKER HIRE PROGRAM - MANDATORY

PART 1 – GENERAL

1.01 SUMMARY

This Section 00 09 12 includes:

Part 1 – General

1.01 – Summary

1.02 – Definitions

1.03 – Local and Targeted Worker Hire Program (LTWHP)

Part 2 – Administration

2.01 – Administration & Compliance

2.02 – Jobs Coordinator Minimum Qualifications

2.03 – Responsibilities of the Jobs Coordinator

2.04 – Community Service Providers

Part 3 – Forms

3.01 – Form 00 09 12-A: LTWHP Craft Employee Request Form

3.02 – Form 00 09 12-B: LTWHP Workforce Utilization Plan

3.03 – Form 00 09 12-C: FPL List of Zip Codes

3.04 – Form 00 09 12-D: Local and Targeted Worker Hire Status Report

3.05 – Form 00 09 12-E: Approved Jobs Coordinators List

1.01 MANDATORY HIRING GOALS FOR THIS PROJECT

The County of Los Angeles has implemented a Local and Targeted Worker Hire Policy (LTWHP) to facilitate the hiring of Local and Targeted workers. Pursuant to this policy, this project has a **mandatory goal** of at least 30 percent of total California Construction Labor Hours worked be performed by a qualified Local Resident and at least 10 percent of total California Construction Labor Hours worked on this project shall be performed by County residents classified as a Targeted Worker. Hours worked by a Targeted Worker who is also a Local Resident may be applied towards both the mandatory 30 percent Local Hire and 10 percent Targeted Worker Hire goals.

Including, a minimum ratio of one apprentice hour for every five journeyman hours shall be enforced, per State Labor code requirement, and the Contractor will strive to obtain half of all apprentice hours on the project be performed by Local and Targeted Workers. In addition, there shall be a **mandatory** requirement to use a Jobs Coordinator to be hired directly by the Contractor, prior to the start of work on the project. The Jobs Coordinator is an independent third-party individual, entity, or employee with whom the Contractor

enters into a contract or employs to facilitate the implementation of the Local and Targeted Worker Hiring Requirements of this Agreement. The Jobs Coordinator may be selected from the approved Jobs Coordinators list available as Form 00 09 12-E. If the Contractor utilizes an employee as a Jobs Coordinator, the Jobs Coordinator must be able to demonstrate or document to the County the minimum qualifications and/or experience to fulfill the duties and responsibilities as outlined in Sections 2.02 and 2.03.

1.02 DEFINITIONS

Terms used in the implementation of the LTWHP shall be defined as follows:

- A. **California Construction Labor Hours** – Includes all craft worker hours performed on the project by California residents, excluding the hours performed by off-site material fabricators, designers, project office staff, or vendors.
- B. **Certified Payroll Reports** – The Contractor shall comply with the requirements of Section 1776 of the Labor Code, State of California for the submission of Certified Payroll Reports (CPR). The Contractor and its subcontractors shall submit a copy of all CPR's to the County on a monthly basis, no later than on the first Monday of the subsequent month. Contractor and its subcontractors shall submit all CPR's to the County electronically if an online system is designated by the County.
- C. **Community Service Providers** – A network of public and private partners working to support workers and businesses by serving their employment and training needs. These providers include local one-stop job/career centers funded by the Federal Workforce Innovation and Opportunities Act (WIOA). These centers help businesses find skilled workers and connect customers to work related training and education; most services are available at no cost. Examples of Community Service Providers are listed in Section 2.04.
- D. **Craft Employee Request Form** – The form used by the Contractor and its subcontractors to request dispatch of craft workers (including, but not limited to, apprentices and journeymen), who are Local Residents or Targeted Workers, from a Community Service Provider or union hiring hall in the event that assistance in obtaining such workers is needed. The request form is submitted by the Contractor/subcontractors, completed and executed by the Community Service Provider or union hiring hall, and a copy retained by the Contractor for auditing purposes.
- E. **Jobs Coordinator** – An individual or firm that facilitates implementation of the Targeted Worker hiring requirements of the County of Los Angeles for the Contractor/subcontractors. The Jobs Coordinator must be able to demonstrate or document to the County the requisite qualifications and/or experience to fulfill the duties and responsibilities as outlined in Section 2.02 and 2.03.
- F. **Local and Targeted Worker Hire Status Report** – A monthly report required to be submitted to the County as listed on Form 00 09 12-D.

- G. **Local Resident** – A Local Resident is defined as an individual whose primary place of residence is within the Tier 1 or Tier 2 ZIP Codes of the County, as listed in Forms 00 09 12-A and 00 09 12-C.
- H. **Workforce Utilization Plan** – Form 00 09 12-B submitted by the Contractor on behalf of itself and its subcontractors prior to commencing work, specifying a Workforce Utilization Plan, which contains the workforce plan and schedule for the hiring of qualified Local Residents and Targeted Workers, including the use of the subcontractors' workforce to meet the LTWHP hiring goal. The Contractor shall submit updates of the Workforce Utilization Plan to reflect changes in project conditions, schedules, or subcontractors.
- I. **Targeted Worker** - A Targeted Worker is an individual who is a County resident and faces at least one or more of the following barriers to employment:
1. Has a documented annual income at or below 100 percent of the Federal Poverty Level;
 2. No high school diploma or GED;
 3. A history of involvement with the criminal justice system;
 4. Protracted unemployment (receiving unemployment benefits for at least 6 months);
 5. Is a current recipient of government cash or food assistance benefits;
 6. Is homeless or has been homeless within the last year;
 7. Is a custodial single parent;
 8. Is a former foster youth;
 9. Is a veteran, or is the eligible spouse of a veteran of the United States armed forces, under Section 2(a) of the Jobs for Veterans Act (38 U.S.C.4215[a]);
 10. Eligible Migrant and seasonal farmworkers;
 11. English Language Learners;
 12. Older Individuals (55+);
 13. Disabled; or
 14. Individuals with Low levels of Literacy
- J. **Tier 1 Zip Codes** – Tier 1 ZIP Codes are those Zip codes listed in Form 00 09 12-A.
- K. **Tier 2 Zip Codes** – Tier 2 ZIP Codes are those Zip codes listed in Form 00 09 12-C.

1.03 LOCAL AND TARGETED WORKER HIRE PROGRAM

- A. The Contractor and its subcontractors shall meet the following minimum mandatory Local Resident and Target Worker hiring requirements:
 - 1. At least 30 percent of total California Construction Labor Hours worked on the project must be performed by a qualified Local Resident;
 - 2. And at least 10 percent of total California Construction Labor Hours worked on the project shall be performed by a Targeted Worker. The hours worked by a Targeted Worker who is also a Local Resident may also be applied towards the 30 percent Local Resident hiring goal.
 - 3. A minimum ratio of one apprentice hour for every five journeyman hours shall be enforced, per State Labor code requirement, and the Contractor will strive to obtain half of all apprentice hours on the project be performed by Local and Targeted Workers.
 - 4. In addition, there shall be a mandatory requirement to use a Jobs Coordinator, as that term is defined in Section 1.02, to facilitate implementation of the Targeted hiring requirements of this Policy; and the Contractor shall ensure the mandatory hiring requirements provided for Local and Targeted Workers are met in accordance with this Policy.
- B. The available pool of Local Residents whose primary place of residence is within Tier 1 ZIP Codes (listed under Form 00 09 12-A), must first be exhausted in the manner specified in Section 2.01G before employing worker(s) from Tier 2 ZIP Codes (listed under Form 00 09 12-C).
- C. All California Construction Labor Hours shall be included in the calculation for the percentage requirements set forth in Section 1.03 A.
- D. The Contractor and its subcontractors shall not discriminate against or give preference to any particular individual or group based on race, color, gender, sexual orientation, age or disability.

PART 2 – ADMINISTRATION

2.01 ADMINISTRATION & COMPLIANCE

- A. Prior to start of work on the project, the Contractor shall perform the following:
 - 1. The Contractor shall hire a Jobs Coordinator for the project in accordance with Section 2.02.
 - 2. The Contractor and all subcontractors of every tier shall coordinate with the Jobs Coordinator for services to support their efforts in meeting the targeted hiring percentages as described in Section 1.01 of this Specification.
- B. The Contractor and its subcontractors shall use the Craft Employee Request Form (Form 00 09 12-A) for all requests for dispatch of qualified Local Residents and Targeted craft workers (including apprentices and journeymen) in the event that assistance in obtaining such workers is needed from a Community Service Provider, union hiring hall, or other source.
- C. Prior to commencing work, the Contractor, on behalf of itself and its subcontractors, shall submit a Workforce Utilization Plan (Form 00 09 12-B) to the County Project

Manager that contains the workforce hiring plan and schedule for the hiring of qualified Local and Targeted Workers and the assignment and use of the subcontractors' workforce to meet the Local Worker Hiring requirement. The Contractor, thereafter, shall submit updates of the Workforce Utilization Plan to reflect changes in project conditions, schedule, or subcontractors.

- D. No later than the 15th calendar day of each month, the Contractor shall submit to the designated County representative a completed Local and Targeted Hire Status Report containing the relevant information for the preceding month. The Local and Targeted Hire Status Report shall contain, at a minimum, the information specified below for Contractor and its subcontractors:
1. For each California Project Craft Worker (apprentices and journeymen): (a) the total labor hours, total number of all workers (apprentices and journeymen), hours worked on the project; and (b) the wages earned on the project.
 2. Total number of Local Residents (apprentices and journeymen), hours worked (apprentices and journeymen), segregated by Tier 1 and Tier 2 Residency Preference Areas, and wages earned by each Local Resident.
 3. Total number of Targeted Worker hours worked (apprentices and journeymen by Tier 1 and Tier 2 Residency Preference Areas) and Targeted worker data and workers demographic profile.
 4. Total number of hours worked by Local Residents by subcontractor.
- E. No later than the 15th calendar day of each month, the Contractor and all its subcontractors shall submit the Local and Targeted Hire Status Report to the designated County representative (or submit the data online if the County elects to provide an online system), to demonstrate progress in meeting the Workforce Utilization Plan. Failure to submit the Local and Targeted Worker Hire Status Report to the designated County representative shall be deemed to constitute zero percent local hire participation for the month and the County may retain the Monthly Mandatory Compliance Withholding (MMCW) amount.
- F. The County may, in its sole discretion, elect to provide an online system for the Contractor and all of its subcontractors to input the data required in the Local and Targeted Worker Hire Status Report. If the County so elects, the Contractor and subcontractors shall utilize that online system in lieu of completing and submitting the Local and Targeted Worker Hire Status Report.
- G. The Contractor and its subcontractors shall first meet the Local and Targeted Worker Hire participation requirement by employing qualified workers from the Tier 1 Preference Area. If the Contractor is unable to meet their entire Local and Targeted Worker Hire need from this area, it must submit to the Project Manager a statement on company letterhead certifying that it has exhausted all available qualified Local and Targeted Workers from this area during a 48-hour period before pursuing workforce from the Tier 2 Preference Area.

- H. The Contractor's compliance with the approved Workforce Utilization Plan will be evaluated monthly using the Local and Targeted Hire Status Report.
- I. To enforce compliance on contracts containing mandatory hiring goals, an amount will be withheld from the monthly progress payment to the Contractor in proportion to the deficit percentage of the mandated Local and Targeted Hiring Goal percentage and the actual percentage obtained. The maximum that may be withheld during the duration of the project is one percent of the total construction contract amount, but not to exceed \$500,000, comprised of 0.75 percent for Local Worker goal compliance, and 0.25 percent for Targeted Worker goal compliance. This amount is called the Monthly Mandatory Compliance Withholding (MMCW) amount. The percentage of the MMCW that will be withheld for a given month will be the same as the percentage of the deficit in achieving the LTWHP targets for that month.

The maximum MMCW amount is determined as follows:

Construction Contract Value X .75% ÷ Number of months in baseline construction schedule = MMCW for Local Workers

Construction Contract Value X .25% ÷ Number of months in baseline construction schedule = MMCW for Targeted Workers

- J. If the Targeted Worker Hiring mandatory requirements of the Policy have not been satisfied as required for a project, the Contractor nonetheless may be deemed to be in compliance if the Contractor demonstrates both (a) that the Contractor and each of its subcontractors have complied with all other requirements of the Policy, and (b) that the Contractor and each of its subcontractors have satisfactorily demonstrated the following:

Documented contact with the Department of Workforce Development, Aging and Community Services, America Job Centers or with an agency that supports and provides employment and training services for Targeted Workers in construction employment, and in which instance the agency did not refer a qualified Targeted Worker to the Contractors or subcontractor within 48 hours of the job request for fair consideration of the Targeted Worker.

- K. At the conclusion of the project, the County will conduct a final evaluation of the Contractor's compliance with the Workforce Utilization Plan as described in Section 2.01.C and execute a final release of funds, if applicable, as described in Section 2.01.I. The Contractor's failure to meet the Local and Targeted Worker Hiring Requirement in Section 1.01 by the conclusion of the project shall result in the County imposing liquidated damages and deducting such amount otherwise owed to the Contractor in its final payment. The County will not be required to pay interest on any amounts withheld during the term of the contract.
- L. The County and Contractor specifically agree that the MMCW amount, minus the total value of previous releases, in direct proportion to the actual Local and Targeted

hire participation levels achieved by the Contractor consistent with the Workforce Utilization Plan, shall be imposed as liquidated damages, and not as a forfeiture or penalty. It is further specifically agreed that the aforesaid amount is presumed to be the amount of damages sustained due to the Contractor's inability to achieve the Local and Targeted Worker Hiring Requirement in Section 1.01.

- M. For construction contracts where the work is performed for a private County Lessee, the Lessee shall be responsible for administration of all aspects of this Section 2.01, including the calculation and collection of the Local Hire Participation Compliance Rectification Amount. At the conclusion of the project, the Lessee shall pay over the designated County representative any such amounts collected and shall provide a full report to the designated County Representative of all monthly information required to be collected in this Section 2.01.

2.02 JOBS COORDINATOR MINIMUM QUALIFICATIONS

- A. If the Jobs Coordinator is selected from the approved list provided on Form 00 09 12-E, that Jobs Coordinator shall be deemed to meet the minimum qualifications. No additional qualification information need be provided.
- B. If the Contractor desires to utilize a Jobs Coordinator not listed on Form 00 09 12-E (*i.e.*, a Contractor employee or other non-listed firm), the Contractor must be able to demonstrate that the selected Jobs Coordinator meets the minimum qualifications listed in this Section 2.02. When requested by the County, the Contractor shall provide documentation sufficient to satisfy the County, in the County's sole discretion, that the selected Jobs Coordinator meets the minimum qualifications listed in this Section 2.02.
- C. A minimum of 3 years' experience as providing Jobs Coordinator services. Successful candidates for Jobs Coordinators must be able to demonstrate the in-depth ability, experience, and possess the necessary staff capable of providing required services.
- D. A successful Jobs Coordinator must demonstrate they possess working relationships with the Building Trades, Targeted Workers and signatory craft councils and unions operating within County of Los Angeles' jurisdiction by describing previous interactions, relationships, and partnerships with these party's/groups.
- E. A successful Jobs Coordinator must be able to demonstrate that it has experience on projects similar in scale to the current project.
- F. A successful Jobs Coordinator must demonstrate that they possess experience with Targeted Worker populations.

- G. A successful Jobs Coordinator must have experience in working with work-source centers, faith-based organizations and other Community Based Organizations (CBOs).
- H. A successful Jobs Coordinator must be familiar with incentive programs and tax credit subsidies provided by the State and Federal government to hire workers that fit the corresponding category. Jobs Coordinator to describe their experience in working with these programs

2.03 RESPONSIBILITIES OF THE JOBS COORDINATOR

The Contractor shall ensure that the selected Jobs Coordinator effectively performs the following duties:

- A. The Jobs Coordinator shall develop, create, design and market specific programs to attract Targeted Workers for construction opportunities (e.g. handouts and fliers for “walk-ins” demonstrating program entrance procedures).
- B. The Jobs Coordinator shall coordinate services for Contractor to use in the recruitment of Targeted Workers.
- C. The Jobs Coordinator shall educate and assist Contractor on incentives provided by state or federal programs for on-the-job training and employer tax credits.
- D. The Jobs Coordinator shall conduct orientations, job fairs and community outreach meetings in the local community.
- E. The Jobs Coordinator shall screen and certify the Targeted Workers status.
- F. The Jobs Coordinator shall establish a referral and retention tracking mechanism for placed Targeted workers and apprentices.
- G. The Jobs Coordinator shall network with the various work source centers, community and faith-based organizations and other non-profit entities that provide qualified Local and/or Targeted Workers.
- H. The Jobs Coordinator shall coordinate with the various building trades crafts for referral and placement of Targeted Workers.
- I. The Jobs Coordinator shall maintain a database of pre-qualified Targeted Workers for referral.
- J. The Jobs Coordinator shall be the point of contact to provide information about available job opportunities on projects.

- K. The Jobs Coordinator shall assist the subcontractors with their documentation effort and other reports as it relates to their Targeted Worker hiring requirements.
- L. The Jobs Coordinator shall work closely with County staff, the Building Trades, and subcontractors in achieving the Targeted hiring goals.

2.04 COMMUNITY SERVICE PROVIDERS

Examples of Community Service Providers that may be used by Contractor and subcontractors to identify Local Residents and Targeted Workers include:

- Los Angeles County Workforce Development, Aging, and Community Services: <http://wdacs.lacounty.gov/>
- LA Jobs: <https://www.jobsla.org/vosnet/Default.aspx>
- Cal Jobs: <http://www.caljobs.ca.gov/vosnet/Default.aspx>
- Helmets to Hardhats: <https://www.helmetstohardhats.org>
- America's Job Center of California: <http://www.americasjobcenter.ca.gov/>

PART 3 – FORMS

Form 00 09 12-A: LTWHP Craft Employee Request Form

Form 00 09 12-B: LTWHP Workforce Utilization Plan for HONOR RANCH SANTA CLARITA DEVELOPMENT OPPORTUNITY

Form 00 09 12-C: FPL List of Zip Codes

Form 00 09 12-D: Local and Targeted Worker Hire Status Report

Form 00 09 12-E: Approved Jobs Coordinators List



DISPATCH REQUESTOR: _____
(Contractor and Subcontractor Name)

DATE: _____

LOCAL AND TARGETED WORKER HIRE PROGRAM
00 09 12-A CRAFT EMPLOYEE REQUEST FORM - MANDATORY
HONOR RANCH SANTA CLARITA DEVELOPMENT OPPORTUNITY

County of Los Angeles requires that at least 30 percent of total California Construction Labor Hours worked on the project must be performed by a qualified Local Resident. Additionally, at least 10 percent of total California Construction Labor Hours worked on the project shall be performed by a Targeted Worker. The hours worked by a Targeted Worker who is also a Local Resident may also be applied towards the 30 percent Local Resident hiring goal. The available pool of Local Residents whose primary place of residence is within Tier 1 ZIP Codes, listed below, must first be exhausted in the manner specified in Section 2.01G before employing worker(s) from Tier 2 ZIP Codes (listed under Form 00 09 12-C).

EMAIL FORM TO:

Community Organization Name: _____ Tel: _____ Email: _____
Local Union Name: _____ Tel: _____ Email: _____
GC or Sub Compliance Office: Name: _____ Tel: _____ Email: _____
LTWHP Coordinator Name: _____ Tel: _____ Email: _____
Project Manager Name: _____ Tel: _____ Email: _____

TIER 1 RESIDENCY AREA ZIP CODES: Local and Targeted Workers in these zip codes shall be first dispatched to Honor Ranch Santa Clarita Development Opportunity. **Zip Codes must be completed by Outreach and Compliance Section.**

X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X

TIER 2 RESIDENCY AREA ZIP CODES: Local and Targeted Workers from these zip codes shall be referred for project work after all available qualified workers in the Tier 1 Residency Preference area have been exhausted to Honor Ranch Santa Clarita Development Opportunity. See Form 00 09 12-C.

CRAFT WORKER REQUEST:

QTY#	CRAFT POSITION	JOURNEYMAN OR APPRENTICE LEVEL	LOCAL and TARGETED WORKER (TIER 1 RESIDENCY AREA REQUIRED)	LOCAL and TARGETED WORKER (TIER 2 RESIDENCY AREA)	TARGETED WORKER	DATE	TIME

Please have the worker(s) report to the following project site address indicated below:

Project Name _____

Site Address: _____

Report to: _____

On-site Tel #: _____

On-site Fax: _____

Comment or special instructions: _____

Completed by Community Service Provider Organization or Union

Received By: _____ Date Received: _____ Dispatch Date: _____

Requested Dispatch

Available for Dispatch

Unavailable for Dispatch

Tier 1 Residency Worker ☐

☐ *See instruction below.

Tier 2 Residency Worker ☐

☐ Qualified Targeted Worker

*Attach letter stating reason for not dispatching local and targeted worker(s) who reside in the Tier 1 and Tier 2 Area zip codes.

Print Dispatcher Name: _____

Phone: _____

Contractor: All Contractors**Workforce Utilization Plan / Projection Hours****Project Name: HONOR RANCH SANTA CLARITA DEVELOPMENT OPPORTUNITY****Date:** _____**Project Duration: 0 Calendar Days**

	May-19	Jun-19	Jul-19	Aug-19	Sep-19	Oct-19	Nov-19	Dec-19	Jan-20	Feb-20	Mar-20	Apr-20	May-20	Total
PROJECTED PROJECT HOURS														
Total Hours (WH)	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Local Hours (Tier 1)	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Local Hours (Tier 2)	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Targeted Worker	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Non-Local Hours	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Total Local Hours (%)														
ACTUAL PROJECT HOURS														
Total Hours (WH)	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Local Hours (Tier 1)	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Local Hours (Tier 2)	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Targeted Worker	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Non-Local Hours	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Total Local Hours (%) - To Date														

WH = Workforce Hours

**COUNTY OF LOS ANGELES
LOCAL AND TARGETED WORKER HIRE POLICY
QUALIFYING ZIP CODES**

Tier 1, 2 and Qualifying Zip Codes are defined as:

Tier 1 Zip Code: A Tier 1 Qualified Local Resident is defined as a County resident whose primary residency is: (1) within five (5) miles of the proposed project site; and (2) is within a Qualifying Zip Code. If a qualifying Zip Code is partially located within the 5-mile radius, then the entire Zip Code is considered as a Tier I Zip Code, and workers living in that entire Zip Code area may qualify as Tier I hiring.

Tier 2 Zip Code: A Tier 2 Qualified Local Resident is defined as a County resident whose primary residency is: (1) within a Qualifying Zip code; and (2) that Qualifying Zip Code is beyond five (5) miles of the proposed project site.

Qualifying Zip Code: A Qualifying Zip Code is defined as a zip code within the County of Los Angeles, where either: (1) the average percentage of households living below 200 percent of the Federal Poverty Level (FPL) for that individual's primary residency's Zip Code is greater than the County average for such households; or (2) the Zip Code is one of 11 additional Zip Codes determined by the Board on September 6, 2011 to be a Zip Code where at least 30 percent of the population is living in poverty, and with an unemployment rate of at least 150 percent of the national average.

Zipcode	Region	SD1	SD2	SD3	SD4	SD5
90001	Florence/South Central (City of LA)		X			
90002	Watts (City of LA)		X			
90003	South Central (City of LA)		X			
90004	Hancock Park (City of LA)		X	X		
90005	Koreatown (City of LA)	X	X	X		
90006	Pico Heights (City of LA)	X	X			
90007	South Central (City of LA)	X	X			
90008	Baldwin Hills/Crenshaw (City of LA)/Leimert Park (City of LA)		X			
90010	Wilshire Blvd (City of LA)		X	X		
90011	South Central (City of LA)	X	X			
90012	Civic Center (City of LA)/Chinatown (City of LA)	X				
90013	Downtown Los Angeles (City of LA)	X	X			
90014	Los Angeles	X	X			
90015	Downtown Los Angeles (City of LA)	X	X			
90016	West Adams (City of LA)		X			
90017	Downtown Los Angeles (City of LA)	X				
90018	Jefferson Park (City of LA)		X			
90019	Country Club Park (City of LA)/Mid City (City of LA)		X			
90020	Hancock Park (City of LA)		X	X		
90021	Downtown Los Angeles (City of LA)	X	X			
90022	East Los Angeles	X				
90023	East Los Angeles (City of LA)	X				
90026	Echo Park/Silverlake (City of LA)	X				
90028	Hollywood (City of LA)			X		
90029	Downtown Los Angeles (City of LA)	X	X	X		
90031	Montecito Heights (City of LA)	X				
90032	El Sereno (City of LA)/Monterey Hills (City of LA)	X				
90033	Boyle Heights (City of LA)	X				
90034	Palms		X			
90035	West Fairfax		X	X		
90036	Park La Brea		X	X		
90037	South Central (City of LA)		X			
90038	Hollywood (City of LA)			X		

**COUNTY OF LOS ANGELES
LOCAL AND TARGETED WORKER HIRE POLICY
QUALIFYING ZIP CODES**

Zipcode	Region	SD1	SD2	SD3	SD4	SD5
90040	Commerce, City of	X				
90042	Highland Park (City of LA)	X				
90043	Hyde Park (City of LA)/View Park/Windsor Hills		X			
90044	Athens		X			
90047	South Central (City of LA)		X			
90057	Westlake (City of LA)	X	X			
90058	Vernon	X	X			
90059	Watts (City of LA)/Willowbrook		X			
90061	South Central (City of LA)		X			
90062	South Central (City of LA)		X			
90063	City Terrace	X				
90065	Cypress Park (City of LA)/Glassell Park (City of LA)/Mt. Washin	X				
90071	ARCO Towers (City of LA)	X				
90201	Bell/Bell Gardens/Cudahy	X				
90220	Compton/Rancho Dominguez		X			
90221	East Rancho Dominguez		X			
90222	Compton/Rosewood/Willowbrook		X			
90242	Downey				X	
90247	Gardena		X			
90255	Huntington Park/Walnut Park	X	X			
90262	Lynwood		X			
90270	Maywood	X				
90280	South Gate	X				
90301	Inglewood		X			
90302	Inglewood		X			
90303	Inglewood		X			
90304	Lennox		X			
90501	Torrence				X	
90601	Whittier	X			X	
90602	Whittier				X	
90630	Cypress				X	
90640	Montebello	X				
90660	Pico Rivera	X				
90706	Bellflower				X	
90715	Lakewood				X	
90716	Hawaiian Gardens				X	
90723	Paramount				X	
90731	San Pedro (City of LA)/Terminal Island (City of LA)				X	
90744	Wilmington (City of LA)				X	
90802	Long Beach				X	
90804	Long Beach				X	
90805	North Long Beach (Long Beach)				X	
90806	Long Beach				X	
90810	Carson/Long Beach		X		X	
90813	Long Beach				X	
91001	Altadena					X
91103	Pasadena					X
91204	Glendale (Tropico)					X
91205	Glendale (Tropico)					X
91303	Canoga Park (City of LA)			X		
91306	Winnetka (City of LA)			X		
91321	Santa Clarita (Newhall)					X
91324	Northridge (City of LA)			X		X

**COUNTY OF LOS ANGELES
LOCAL AND TARGETED WORKER HIRE POLICY
QUALIFYING ZIP CODES**

Zipcode	Region	SD1	SD2	SD3	SD4	SD5
91331	Arleta (City of LA)/Pacoima (City of LA)			X		
91340	San Fernando			X		
91342	Lake View Terrace (City of LA)/Sylmar (City of LA)			X		X
91343	North Hills (City of LA)			X		X
91352	Sun Valley (City of LA)			X		X
91401	Van Nuys (City of LA)			X		
91402	Panorama City (City of LA)			X		
91405	Van Nuys (City of LA)			X		
91406	Van Nuys (City of LA)			X		
91411	Van Nuys (City of LA)			X		
91502	Burbank					X
91601	North Hollywood (City of LA)			X		
91605	North Hollywood			X		
91606	North Hollywood			X		
91702	Azusa	X				X
91706	Baldwin Park/Irwindale	X				
91731	El Monte	X				
91732	El Monte	X				
91733	South El Monte	X				
91755	Monterey Park	X				
91766	Phillips Ranch/Pomona	X				
91767	Pomona	X				
91768	Pomona	X				
91770	Rosemead	X				
91776	San Gabriel					X
93534	Lancaster					X
93535	Hi Vista					X
93550	Palmdale/Lake Los Angeles					X
93591	Palmdale/Lake Los Angeles					X



LOCAL AND TARGETED HIRE STATUS REPORT
LOS ANGELES COUNTY

Project: SAMPLE NAME
Supervisory District: SD 4
Project Code: PW13950
Contractor(s): Multiple Contractors
Craft(s): Multiple Crafts
Construction Contract Amount: \$0.00
Mandatory Local and Targeted Hiring Goal: 30.00%

From Date: 9/1/2016
To Date: 9/30/2016
Total Forecast Hours: 0.00
Total Project Hours to Date: 0.00
Total Hours Percent Complete: 10.00%

Area	Total Number of Workers Sep 01-Sep 30	% of Total Workers Sep 01-Sep 30	Total Hours Worked Sep 01-Sep 30	% of Total Hours Worked Sep 01-Sep 30	Cumulative Total Number of Workers	Cumulative % of Total Workers	Cumulative Total Hours Worked	Cumulative % of Total Hours Worked	Cumulative Wages w/ Benefits	Cumulative Number of Foremen	Cumulative Foremen Hours	Cumulative Foreman Hours %	Cumulative Number of Journeyman	Cumulative Journeyman Hours	Cumulative Journeyman Hours %	Cumulative Number of Apprentices	Cumulative Apprentice Hours	Cumulative Apprentice Hours %
Tier 1	0	0.00%	0.00	0.00%	0	0.00%	0.00	0.00%	\$0.00	0	0.00	0.00%	0	0.00	0.00%	0	0.00	0.00%
Tier 2	0	0.00%	0.00	0.00%	0	0.00%	0.00	0.00%	\$0.00	0	0.00	0.00%	0	0.00	0.00%	0	0.00	0.00%
Other in LA County (non-local)	0	0.00%	0.00	0.00%	0	0.00%	0.00	0.00%	\$0.00	0	0.00	0.00%	0	0.00	0.00%	0	0.00	0.00%
Outside of LA County	0	0.00%	0.00	0.00%	0	0.00%	0.00	0.00%	\$0.00	0	0.00	0.00%	0	0.00	0.00%	0	0.00	0.00%
Employees Not In Specified Zip Lists	0	0.00%	0.00	0.00%	0	0.00%	0.00	0.00%	\$0.00	0	0.00	0.00%	0	0.00	0.00%	0	0.00	0.00%
Local and Targeted Workers																		
Local Resident (Tier 1 + Tier 2)	0	0.00%	0.00	0.00%	0	0.00%	0.00	0.00%	\$0.00	0	0.00	0.00%	0	0.00	0.00%	0	0.00	0.00%
Targeted Worker	0	0.00%	0.00	0.00%	0	0.00%	0.00	0.00%	\$0.00	0	0.00	0.00%	0	0.00	0.00%	0	0.00	0.00%
Demographic Profile																		
African American	0	0.00%	0.00	0.00%	0	0.00%	0.00	0.00%	\$0.00	0	0.00	0.00%	0	0.00	0.00%	0	0.00	0.00%
Asian	0	0.00%	0.00	0.00%	0	0.00%	0.00	0.00%	\$0.00	0	0.00	0.00%	0	0.00	0.00%	0	0.00	0.00%
Caucasian	0	0.00%	0.00	0.00%	0	0.00%	0.00	0.00%	\$0.00	0	0.00	0.00%	0	0.00	0.00%	0	0.00	0.00%
Hispanic	0	0.00%	0.00	0.00%	0	0.00%	0.00	0.00%	\$0.00	0	0.00	0.00%	0	0.00	0.00%	0	0.00	0.00%
Native American	0	0.00%	0.00	0.00%	0	0.00%	0.00	0.00%	\$0.00	0	0.00	0.00%	0	0.00	0.00%	0	0.00	0.00%
Not Specified	0	0.00%	0.00	0.00%	0	0.00%	0.00	0.00%	\$0.00	0	0.00	0.00%	0	0.00	0.00%	0	0.00	0.00%
Two Or More Races	0	0.00%	0.00	0.00%	0	0.00%	0.00	0.00%	\$0.00	0	0.00	0.00%	0	0.00	0.00%	0	0.00	0.00%
Other	0	0.00%	0.00	0.00%	0	0.00%	0.00	0.00%	\$0.00	0	0.00	0.00%	0	0.00	0.00%	0	0.00	0.00%
Male	0	0.00%	0.00	0.00%	0	0.00%	0.00	0.00%	\$0.00	0	0.00	0.00%	0	0.00	0.00%	0	0.00	0.00%
Female	0	0.00%	0.00	0.00%	0	0.00%	0.00	0.00%	\$0.00	0	0.00	0.00%	0	0.00	0.00%	0	0.00	0.00%
Veteran	0	0.00%	0.00	0.00%	0	0.00%	0.00	0.00%	\$0.00	0	0.00	0.00%	0	0.00	0.00%	0	0.00	0.00%
Total Employees	0		0.00		0		0.00		\$0.00	0	0.00		0	0.00		0	0.00	

SAMPLE

Local and Targeted Worker Hire Program (00 09 12-E)
Prequalified Jobs Coordinators (Metro)

<p>A-Selah, LLC Dr. Buashie Amatokwu 437 North Ardmore Ave. Suite 103 Los Angeles, CA 900004 TEL: 310.808.4429 bamatokwu@a-selahmarketing.com a.selah@yahoo.com</p>	<p>Casamar Group, LLC Joe Garcia 23335 Alamos Ln New Hall, CA 91321 TEL: 661.254.2373 C.P.: 661.255.2957 FAX: 661.253.0549 jgarcia@casamargroup.com</p>
<p>Del Richardson & Associates, Inc. Del Richardson 510 S. La Brea Avenue Inglewood, CA 90301 TEL: 310.645.3729 FAX: 310.645.3355 Del.Richardson@drainc.com</p>	<p>DPA – D. Pickett & Associates, Inc. Donetta Pickett 2909 San Francisco Avenue Long Beach, CA 90806 TEL: 213.422.0646 dpickett@dpa-grp.com</p>
<p>Gail Charles Consulting Services Gail Charles 33655 Wild Horse Way Yucaipa, CA 92399 TEL: 909.797.0692 FAX: 909.797.0675 Gail.charles@charleslegalservices.com</p>	<p>Harris & Associates John W. Harris 865 S. Figueroa Street, Suite 2750 Los Angeles, CA 90017 TEL: 213.489.9833 FAX: 213.489.3761 john@jwharrislaw.com</p>
<p>Managed Career Solutions, Inc. Dr. Philip Starr 3333 Wilshire Blvd., Suite 405 Los Angeles, CA 90010 TEL: 213.355.5312 FAX: 213.381.5053 pstarr@mcs-careergroup.com</p>	<p>Modern Times, Inc. Joseph Hernandez 1892 E. Alta Dena Drive Altadena, CA 91001 TEL: 213.810.6105 FAX: 626.316.7103 joe@moderntimesinc.com</p>
<p>Parsons Constructors, Inc. Daniel Sloan 100 West Walnut Street Pasadena, CA 91124 TEL: 206.295.3303 FAX: 626.440.2516 Dan.sloan@parsons.com</p>	<p>PDA Consulting Group Pamela Penn 110 S. La Brea Avenue, Suite 420 Inglewood, CA 90301 TEL: 310.680.3740 DIRECT: 310.680.3742 C.P: 562.889.7200 Pamela.penn@pdaconsultinggroup.com</p>
<p>Playa Vista Job Opportunities and Business Services Erik Miller 4112 S. Main Street Los Angeles, CA 90037 TEL: 323.432.3990 FAX: 323.432.3995 emiller@pvjobs.org</p>	<p>SGL Construction Management Brandon Flores 600 South Lake Suite 411 Pasadena, CA 91106 TEL: 626.395.7474 x101 FAX: 626.395.9494 bflores@sgicm.com</p>
<p>The Solis Group Gary A. Hamm 131 North El Molino Avenue Suite 100 Pasadena, CA 91101 TEL: 626.685.6989 FAX: 626.685.6985 ghamm@thesolisgroup.com</p>	<p>UAW – Labor Employment and Training Corporation Southeast Los Angeles Crenshaw Work Source Center Arthur Guerrero 6109 South Western Avenue Los Angeles, CA 90047 TEL: 562.445.3368 aguerrero@letc.com</p>

Appendix G

Los Angeles County Community Business Enterprise

ATTACHMENT NO. 2 PREFERENCE PROGRAMS

1. Community Business Enterprise (CBE) Participation

- 1.1 The County has adopted a Community Business Enterprise (CBE) Program, available for review at Public Works, which includes business enterprises owned by disabled veterans, disadvantaged business enterprises, and minority and women-owned business enterprises. The County has established an aspirational goal of 25 percent determined by total dollars awarded to CBE. All Developers shall document good faith efforts it has taken to assure that CBEs are utilized when possible to provide supplies, equipment, technical services, and other services under this contract. The County will evaluate the Developer's good faith efforts to meet the CBE participation goal by reviewing the Developer's documentation. Suggested criteria include, but are not limited to, the following:
- a. Developer attended any preproposal meetings scheduled by the County to inform all Developers of the CBE program requirements for the project.
 - b. Developer identified and selected specific items of the project for which a subcontract could be awarded to be performed by CBEs to provide an opportunity for participation by those enterprises.
 - c. Developer advertised, not less than ten calendar days before the date the proposals are due, in one or more daily or weekly newspapers, trade association publications, minority or trade oriented publications, trade journals, or other media specified by the County for CBEs that are interested in participating in the project. This paragraph applies only if the County gave public notice of the project not less than 15 calendar days prior to the date the proposals are due.
 - d. Developer provided written notice of his or her interest in proposing on the project to certified CBEs.
 - e. Developer followed up initial solicitations of interest by contacting the CBEs to determine with certainty whether the CBEs were interested in performing specific items of the project.

- f. Developer provided interested CBEs with information about the project and requirements for selected subconsultants.
 - g. Developer requested assistance from minority and women community organizations; minority and women Contractor groups; local, state, or federal minority and women business assistance offices; or other organizations that provide assistance in the recruitment and placement of minority or women business enterprises, if any are available. Developer used the services and assistance of the Small Business Administration and Minority Business Development Agency of the Department of Commerce, the County Office of Small Business, and other outreach agencies.
 - h. Developer negotiated in good faith with the CBEs, and did not unjustifiably reject as unsatisfactory proposals prepared by any CBE.
 - i. Where applicable, the Developer advised and made efforts to assist interested CBEs in obtaining bonds, lines of credit, or insurance required by these contract documents.
 - j. Developer's efforts to obtain CBE participation could reasonably be expected by the County to produce a level of participation sufficient to meet the goals and requirements of the County.
 - k. Developer commits to continued good faith effort in considering CBE participation throughout the term of the contract, if awarded the contract. County shall be notified of any future CBE participation.
 - l. Developer is a certified CBE.
- 1.2 The Developer's CBE participation shall be reflected in the Request for Local SBE Preference Program Consideration and CBE Firm/Organization Information Form - Form 1.
 - 1.3 Public Works will answer questions from Developers regarding CBE participation.
 - 1.4 The County strongly encourages participation by CBEs; however, the final selection will be made without regard to race, color, creed, or gender. The final selection will be based on the Developer's ability to provide the best service and value to the County.

2. Local Small Business Enterprise (LSBE) Preference Program

In evaluating proposals, the County will give preference to businesses that are **certified by the County** as a Local Small Business Enterprise (LSBE), consistent with Chapter 2.204 of the Los Angeles County Code. A Certified Local SBE is a business: 1) certified by the State of California as a small business enterprise, 2) having its principal office currently located in Los Angeles County for a period of at least the past 12 months; and 3) **certified** by the County of Los Angeles Department of Consumer and Business Affairs / Countywide Contract Compliance Section of the Internal Services Department as meeting the requirements set forth in 1 and 2 above. Certified Local Small Business Enterprises must request the LSBE Preference in their proposals and may not request the preference unless the **certification process has been completed and certification affirmed**. County must verify Local Small Business Enterprise certification prior to applying the preference. Sanctions and financial penalties may apply to a business that knowingly, and with intent to defraud, seeks to obtain or maintain certification as a certified Local Small Business Enterprise.

The program provides for a 5 percent reduction from the price component of the proposal for County of Los Angeles certified LSBEs that are registered County vendors.

- a. For this solicitation, the preference to be granted to each LSBE is 5 percent of the price component of the proposal, up to the maximum of \$150,000.
- b. In all cases, the LSBE preference shall not exceed \$150,000 for any one solicitation.

Information about the State's small business enterprise certification regulations is in the California Code of Regulations, Title 2, Subchapter 8, Section 1896 et seq., and is also available on the California Department of General Services Office of Small Business Certification and Resources Website at <http://www.pd.dgs.ca.gov/smbus/default>.

3. Social Enterprise (SE) Preference Program

The County will give preference during the solicitation process to businesses that meet the definition of a SE, consistent with Chapter 2.205 of the Los Angeles County Code. A SE is defined as:

- 1) A business that qualifies as a SE and has been in operation for at least one year (1) providing transitional or permanent employment to a Transitional Workforce or providing social, environmental and/or human justice services; and
- 2) A business certified by the County of Los Angeles Department of Consumer and Business Affairs (DCBA) as a SE.

The County of Los Angeles Department of Consumer and Business Affairs (DCBA) shall certify that a SE meets the criteria.

Certified SEs may only request the preference if the certification has been completed and certification is affirmed. Businesses must complete and submit 00 04 38, Request for Preference Program Consideration in and submit a letter of certification from the County of Los Angeles DCBA with their proposal.

Social Enterprise Preference: Fifteen percent of the lowest price proposed will be calculated and that amount will be deducted from the price submitted by all Proposers who requested and were granted the Social Enterprise Preference up to the maximum of \$150,000.

Further information on SEs also available on the County of Los Angeles DCBA's website at: <http://dcba.lacounty.gov>

4. Disabled Veteran Business Enterprise (DVBE) Preference Program

The County will give preference during the solicitation process to businesses that meet the definition of a DVBE, consistent with Chapter 2.211 of the Los Angeles County Code. A DVBE vendor is defined as:

- 1) A business which is certified by the State of California as a DVBE; or
- 2) A business which is verified as a service-disabled veteran-owned small business (SDVOSB) by the Veterans Administration.
- 3) A business certified as DVBE with other certifying agencies pursuant to the County of Los Angeles Department of Consumer and Business Affairs' (DCBA) inclusion policy that meets the criteria set forth by the agencies in 1 and 2 above.

The County of Los Angeles DCBA shall certify that a DVBE is currently certified by the State of California, by the U.S. Department of Veteran Affairs,

or is determined by the DCBA' inclusion policy that meets the criteria.

Certified DVBEs may only request the preference if the certification process has been completed and certification is affirmed. Businesses must complete and submit 00 04 38, Request for Preference Program Consideration and submit a letter of certification from the County of Los Angeles DCBA with their proposal.

Disabled Veteran Business Enterprise Preference: Fifteen percent of the lowest price proposed will be calculated and that amount will be deducted from the price submitted by all Proposers who requested and were granted the Disabled Veteran Business Enterprise Preference up to the maximum of \$150,000.

Information about the State's DVBE certification regulations is found in the California Code of Regulations, Title 2, Subchapter 8, Section 1896 et seq., and is also available on the California Department of General Services Office of Disabled Veteran Business Certification and Resources Website at <http://www.dgs.ca.gov/pd/Home.aspx>

Information on the Department of Veteran Affairs SDVOSB certification regulations is found in the Code of Federal Regulations, 38CFR 74 and is also available on the Department of Veterans Affairs Website at: <http://www.vetbiz.gov/>

5. Total Maximum Preference

In no case shall any Preference be combined to exceed (15%) fifteen percent, up to the maximum of \$150,000, in response to this solicitation.

Americans with Disabilities Act (ADA) Information



Individuals requiring reasonable accessibility accommodations may request written materials in alternate formats, physical accessibility accommodations, sign language interpreters or other reasonable accommodations by contacting our departmental Americans with Disabilities Act Coordinator at (626) 458-7337, from 7:30 a.m. to 5:00 p.m., Monday through Thursday (excluding holidays). Persons who are hearing impaired may make contact by first dialing the California Relay Service at 7-1-1. Requests should be made at least one week in advance to ensure availability. When making a reasonable accommodation request, please reference Business Relations and Contracts Division **[BRC-2]**.

Appendix H
Los Angeles County's Community
Workforce Agreement

COMMUNITY WORKFORCE AGREEMENT

BY AND BETWEEN

THE COUNTY OF LOS ANGELES

AND

**THE LOS ANGELES/ORANGE COUNTIES BUILDING AND CONSTRUCTION TRADES
COUNCIL AND THE SIGNATORY CRAFT COUNCILS AND LOCAL UNIONS**

FOR

**PROPOSED MENTAL HEALTH TREATMENT CENTER (FORMERLY KNOWN AS THE
CONSOLIDATED CORRECTIONAL TREATMENT FACILITY)**

PROPOSED MIRA LOMA WOMEN'S DETENTION CENTER

PROPOSED HARBOR-UCLA MEDICAL CENTER MASTER PLAN PROJECT

**PROPOSED KING-DREW REUSE PROJECT (MARTIN LUTHER KING JR. MEDICAL
CAMPUS)**

**PROPOSED RANCH LOS AMIGOS CAMPUS CAPITAL PROJECTS (SHERIFF'S
DEPARTMENT CRIME LAB CONSOLIDATION, PROBATION DEPARTMENT
HEADQUARTERS, ISD HEADQUARTERS, SPORTS CENTER, AND
INFRASTRUCTURE PROJECT)**

TABLE OF CONTENTS

PURPOSE	2
ARTICLE 1 DEFINITIONS	3
ARTICLE 2 SCOPE OF AGREEMENT	7
ARTICLE 3 EFFECT OF AGREEMENT	9
ARTICLE 4 WORK STOPPAGES AND LOCKOUTS	10
ARTICLE 5 NO DISCRIMINATION OR HARASSMENT	15
ARTICLE 6 UNION SECURITY	16
ARTICLE 7 REFERRAL	16
ARTICLE 8 WAGES AND BENEFITS	24
ARTICLE 9 HOURS OF WORK, OVERTIME, SHIFTS AND HOLIDAYS	25
ARTICLE 10 COMPLIANCE	27
ARTICLE 11 DISPUTE RESOLUTION PROCEDURE	27
ARTICLE 12 JOINT ADMINISTRATIVE COMMITTEE	29
ARTICLE 13 JURISDICTIONAL DISPUTES	29
ARTICLE 14 APPRENTICES	30
ARTICLE 15 MANAGEMENT RIGHTS	31
ARTICLE 16 SAFETY, PROTECTION OF PERSON AND PROPERTY	32
ARTICLE 17 SAVINGS CLAUSE	33
ARTICLE 18 PRE-JOB CONFERENCE	33
ARTICLE 19 WORK AND ECONOMIC OPPORTUNITY	34
ARTICLE 20 STEWARDS	37
ARTICLE 21 TERM	37
ARTICLE 22 RESPONSIBILITY FOR COSTS	38
ARTICLE 23 MISCELLANEOUS PROVISIONS	38
ATTACHMENT A: LETTER OF ASSENT	41
ATTACHMENT B: APPLICABLE UNION MASTER LABOR AGREEMENTS	42
ATTACHMENT C: CRAFT REQUEST FORMS	44
ATTACHMENT D: LA/OC BUILDING AND CONSTRUCTION TRADES COUNCIL APPROVED DRUG AND ALCOHOL TESTING POLICY	54

PURPOSE

The purpose of this Community Workforce Agreement ("CWA" or "Agreement") is to provide for the orderly settlement of labor disputes and grievances without strikes or lockouts, and to maximize the economic development opportunities for residents and businesses located within the County of Los Angeles ("County"), thereby promoting the public interest in assuring timely and economical completion of the proposed Major Capital Projects identified herein ("Covered Projects"), should some or all of the Covered Projects be ultimately approved by the Los Angeles County Board of Supervisors.

WHEREAS, the County is contemplating proceeding with the design and construction of the Covered Projects; and

WHEREAS, if the County's Board of Supervisors ultimately decides to proceed with some or all of the Covered Projects it will be of the utmost importance to the County and the general public of the County; and

WHEREAS, if the County's Board of Supervisors ultimately decides to proceed with some or all of the Covered Projects, the work proposed to be done will require maximum cooperation between the Parties to this Agreement, as well as with the contractors selected to perform the Covered Work under this Agreement; and

WHEREAS, if the County's Board of Supervisors ultimately decides to proceed with some or all of the Covered Projects, the County and the Unions intend to maximize local economic development by ensuring equity and economic inclusion through comprehensive workforce and business development strategies and partner coordination;

WHEREAS, increasing access to employment opportunities with prevailing wages is one way for the County and the Unions to directly combat poverty and unemployment; and

WHEREAS, the County and the Unions are committed to contribute to the economic development of the community through the inclusion of Local Small Business Enterprise (LSBE), Disabled Veteran Business Enterprise (DVBE), and Social Enterprise (SE) firms in the execution of Covered Projects;

WHEREAS, the County and the Unions are committed to eliminating barriers and challenges to open competition and growth for LSBE, DVBE and SE firms performing work on the proposed Covered Projects;

WHEREAS, large numbers of workers of various skills will be required in the performance of the proposed construction work covered by this Agreement, including those to be represented by the Unions affiliated with the Los Angeles/Orange Counties Building and Construction Trades Council and any other craft labor organization which is signatory to this Agreement employed by contractors and subcontractors who are signatory to agreements with said labor organizations; and

WHEREAS, it is recognized that the proposed Covered Projects would engage multiple contractors and bargaining units on the project sites at the same time over an extended period of

time, the potential for work disruption is substantial without an overriding commitment to maintain continuity of work; and

WHEREAS, the interests of the general public, the County, the Unions, contractors, subcontractors, employers and workers would be best served if the proposed Covered Projects proceeded in an orderly manner free of disruption because of strikes, sympathy strikes, work stoppages, picketing, lockout, slowdowns or other interferences with work; and

WHEREAS, the Contractors/Subcontractors/Employers ("Employers") and the Unions desire to mutually establish and stabilize wages, hours and working conditions for the workers employed on the proposed Covered Projects by the Employers, and further, to encourage close cooperation among the Employers and the Unions to the end that a satisfactory, continuous and harmonious relationship will exist among the parties to this Agreement; and

WHEREAS, this Agreement is not intended to replace, interfere with, abrogate, diminish, or modify existing local or national collective bargaining agreements in effect during the duration of this Agreement, insofar as a legally binding agreement exists between the Employers and the affected Unions, except to the extent that the provisions of this Agreement are inconsistent with said collective bargaining agreements, in which event, the provisions of this Agreement shall prevail; and further, it is understood that Employers are bound and shall remain bound, for the duration of this Agreement by the terms of this Agreement and applicable local and national collective bargaining agreements for the craft work performed, established between the signatory Unions and Employers, in effect and covering the area of Covered Work covered by this Agreement; and

WHEREAS, this Agreement reflects a commitment by all Parties to the diversity in the workforce hiring; and

WHEREAS, the Parties signatory to this Agreement pledge their full good faith and trust to work towards a mutually satisfactory completion of the proposed Covered Projects, should some or all of the Covered Projects be ultimately approved by the Los Angeles County Board of Supervisors;

NOW, THEREFORE, IT IS MUTUALLY AGREED BY AND BETWEEN THE PARTIES, AS FOLLOWS:

ARTICLE 1 DEFINITIONS

1.1 "Agreement" means this Community Workforce Agreement.

1.2 "Apprentice" as used in this Agreement shall mean those apprentices registered and participating in a Joint Labor/Management apprenticeship program approved by the State of California, Department of Industrial Relations, Division of Apprenticeship Standards ("DAS").

1.3 "Board" means the Los Angeles County Board of Supervisors.

1.4 “California Construction Labor Hours” means all craft worker hours performed on a Covered Project by California residents, excluding the hours performed by Inspectors, off-site material fabricators, designers, project office staff, or vendors.

1.5 “Construction Contract” means, as applicable, either the contract between County and a Design-Builder for the design and construction of a Covered Project, or the contract with a prime contractor for the construction of a Covered Project.

1.6 “Contractor/Subcontractor/Employer” (“Employers”) means the prime contractor and all subcontractors and owner operators of any tier, with respect to work performed within the scope of a Construction Contract. An Employer may bid for and be awarded work within the scope of Construction Contract for a Covered Project without regard as to whether the Employers are otherwise a party to any collective bargaining agreement.

1.7 “Core Employee” as used in this Agreement shall mean an employee whose name appeared on the Employer’s active payroll for sixty (60) working days out of the last one hundred (100) working days immediately before the award of work within the scope of a Covered Contract to the Employer, who possesses any license and meets all standards required by state or federal law for the work to be performed; and who has the ability to safely perform the functions of the applicable trade; and who have worked at least two-thousand (2,000) hours in the construction craft in which they are employed during the prior four (4) years.

1.8 “County” means the County of Los Angeles and its Departments, Commissions and Agencies delivering the proposed Covered Projects.

1.9 “Covered Project” or “Covered Projects” means the scope of work designated by the Board as being subject to this Agreement for one of, all of, or a combination thereof of the following proposed construction projects, most of which have not yet been approved for construction by the Board:

1.9.1 A proposed project to construct a Mental Health Treatment Center (formerly known as Consolidated Correctional Treatment Facility) to replace the Men's Central Jail in downtown Los Angeles, California.

1.9.2 A proposed project to construct a Mira Loma Women's Detention Center in Lancaster, California.

1.9.3 A proposed Harbor-UCLA Medical Center Master Plan Project in Torrance, California.

1.9.4 A proposed King-Drew Reuse Project (Martin Luther King Jr. Medical Campus) in South Los Angeles, California.

1.9.5 The following proposed Rancho Los Amigos South Campus projects, located in the City of Downey: the proposed Sheriff's Department Crime Lab Consolidation project; the proposed Probation Department Headquarters project; the proposed ISD Headquarters project; the proposed Sports Center project; and the proposed Infrastructure project.

1.10 Current Prevailing Wage Determination means the most recently adopted and published prevailing wage determination by the State of California, Department of Industrial Relations, in effect at the time the work is performed by each Employer.

1.11 "Disabled Veteran Business Enterprise" or "DVBE" shall mean: (1) A business which is certified by the State of California as a disabled veteran business enterprise; or (2) A business which is verified as a service-disabled veteran-owned small business by the Veterans Administration.

1.12 "Jobs Coordinator" means an individual or entity contracted or employed by an Employer to facilitate implementation of the Local and Targeted Hiring Requirements of this Agreement, in compliance with the County's LTWHP. The Employer must be able to demonstrate or otherwise document to the County's satisfaction that the Jobs Coordinator possesses the requisite qualifications and/or experience to fulfill these duties and responsibilities.

1.13 "Joint Administrative Committee" (JAC) means the committee established by Article 12 of this Agreement to review the implementation of this Agreement.

1.14 "Joint Labor/Management Apprenticeship Program" means a joint Union and Contractor administered apprenticeship program certified by the Division of Apprenticeship Standards, Department of Industrial Relations of the State of California.

1.15 "Letter of Assent" means the document which formally binds each Employer to adherence to all the forms, requirements and conditions of this Agreement that each Employer (of any tier) must sign and submit to the County's designated office and to the Council prior to beginning any work covered by this Agreement. The form Letter of Assent is attached as Attachment A.

1.16 "Local Small Business Enterprise" or "LSBE" shall mean a business which is certified by the State of California as a small business and has had its principal office located in Los Angeles County for at least one year.

1.17 "Master Labor Agreement" or "MLA" means the local collective bargaining agreements of the signatory Unions having jurisdiction over the work on the Project, as such may be changed from time-to-time, and which are incorporated herein and listed in Attachment B.

1.18 "Project Labor Coordinator" means the designee of the County, either from its own staff or an independent entity acting on behalf of the County, to monitor compliance with this Agreement and assist with developing and implementing the programs referenced herein, all of which are critical to fulfilling the intent and purposes of the Parties and this Agreement, and to otherwise implement and administer this Agreement.

1.19 "Qualifying Zip Code" means a zip code included in the County's Local and Targeted Worker Hiring Policy ("LTWHP") adopted by the Board. The Qualifying Zip Codes are listed as part of Attachment C.

1.20 "Social Enterprise" or "SE" means nonprofit or for-profit businesses whose primary purpose is the "common good" and which "use the methods and disciplines of business and the

power of the marketplace to advance their social, environmental and human justice agendas, wherein the organization that applies commercial strategies to maximize improvements in human and environmental well-being," that may "include maximizing social impact rather than profits for external shareholders," and has both: (1) been in operation for at least one (1) year providing transitional or permanent employment to a Transitional Workforce or providing social, environmental and/or human justice services; and (2) is certified by the County's Department of Consumer and Business Affairs ("DCBA") as a Social Enterprise.

1.21 "Subscription Agreement" means the contract between a Union's Labor Management Trust Funds and a Contractor that is not a party to a current collective bargaining agreement with a union signatory to this Agreement to document that Contractor's agreement to comply with the trust fund contribution requirements of the Letter of Assent described in Section 3.4., below. The Subscription Agreement cannot bind the Employer beyond the obligations set forth in this Agreement and is limited to work performed within the scope of the Construction Contracts.

1.22 "Targeted Worker" means an individual whose principal residence is located within the County and who faces one (1) or more of the following barriers to employment:

- (a) Has a documented annual income at or below 100 percent of the Federal Poverty Level;
- (b) Has no high school diploma or GED;
- (c) Has a history of involvement with the criminal justice system;
- (d) Is experiencing protracted unemployment (receiving unemployment benefits for at least 6 months);
- (e) Is a current recipient of government cash or food assistance benefits;
- (f) Is homeless or has been homeless within the last year;
- (g) Is a custodial single parent;
- (h) Is a former foster youth;
- (i) Is a veteran, or is the eligible spouse of a veteran of the United States armed forces, under Section 2(a) of the Jobs for Veterans Act (38 U.S.C.4215[a]);
- (j) Is an eligible migrant and seasonal farm worker;
- (k) Is currently an English language learner
- (l) Is an older Individual (55+); or
- (m) Is disabled.
- (n) Is an individual with a low level of literacy.

1.23 "Tier 1 Local Resident" means a County resident whose primary residency is within a Qualifying Zip Code, which is within or partially within a five (5) mile radius of the site of the relevant proposed Covered Project. A list of the Tier 1 Local Resident Qualifying Zip Codes for each of the proposed Covered Projects is listed as part of Attachment C.

1.24 "Tier 2 Local Resident" means a County resident whose primary residency is within a Qualifying Zip Code, which does not qualify for inclusion as a Tier 1 Local Resident for the relevant proposed Covered Project. A list of the Tier 2 Local Resident Qualifying Zip Codes is listed as part of Attachment C.

1.25 Tier 1 Local Residents and Tier 2 Local Residents shall be collectively referred to as "Local Residents".

1.26 "Union" or "Unions" or "Signatory Unions" means the Los Angeles/Orange Counties Building and Construction Trades Council ("Council") affiliated with North America's Building Trades Unions (AFL/CIO), and the local unions and District Councils signing this Agreement, whose names are subscribed hereto and who have through their officers executed this Agreement.

ARTICLE 2 SCOPE OF AGREEMENT

2.1 Parties: Unless otherwise provided or limited herein, this Agreement shall only apply to the Employers performing work or agreeing to perform work pursuant to a Construction Contract for a Covered Project, the Los Angeles/Orange Counties Building and Construction Trades Council ("Council"), the District Councils and Local Unions signatory to this Agreement, who have through their officers executed this Agreement ("Signatory Unions") and the County of Los Angeles. The Council, the signatory Unions and the County shall hereinafter be referred to as the Parties.

2.2 Application of Agreement: This Agreement shall only apply to the work within the scope of a Construction Contract for a Covered Project, as defined in Sections 1.5 and 1.9 above, unless specifically excluded or limited in Section 2.3, below. This Agreement shall in no way limit the County's right to terminate, modify or rescind a Construction Contract and/or any related subcontract or agreement and the County has the sole discretion and right to combine, consolidate, cancel, terminate or take other action regarding any Construction Contracts or portions of any Construction Contracts. Should the County remove or terminate any Construction Contract and thereafter authorize that work be commenced or re-commenced, that Construction Contract shall be performed under the terms of this Agreement unless this Agreement has expired prior to the authorization to commence or re-commence such work.

2.3 Exclusions:

2.3.1 This Agreement shall not apply to any off-site maintenance of leased equipment and on-site supervision of such maintenance work.

2.3.2 This Agreement shall not apply to or impact in any way service contracts or operation or maintenance contracts entered into by the County including, but not limited to said contract relating to the Covered Projects, services provided at any County facility, building and/or the operation or maintenance of any County owned and operated facilities.

2.3.3 This Agreement shall not apply to the Employer's non-manual employees including, but not limited to, superintendents, assistant superintendents, supervisors, staff engineers, master mechanics, office engineers, time keepers, mail carriers, clerk, office workers, messengers, guards, safety personnel, emergency medical and first aid technicians or any other employee of the Employers above the rank of Craft Foreman, and other engineering, administrative, supervisory, and

management employees, including quality control and quality assurance management personnel to the extent they do not perform the work of a Building/Construction Inspector and/or Field Soils and Material Tester (Inspector), as covered by Section 2.3.6.

2.3.4 This Agreement shall not apply to material suppliers of raw materials, manufactured products, offsite hauling or delivery by any means of material, supplies, or equipment required to any point of delivery; provided, however, that lay down or storage areas for equipment or material and manufacturing (prefabrication) sites, dedicated solely to a Covered Project, and the movement of materials or goods between locations on a Covered Project site, are within the scope of this Agreement to the extent that those lay down or storage areas and prefabrication sites are for work within the scope of the Construction Contracts.

2.3.5 Certain equipment and systems of a highly technical and specialized nature may have to be installed at the Project. The nature of such equipment and systems, together with requirements of manufacturer's warranty, may dictate that it be prefabricated, pre-piped, and/or pre-wired. The Unions agree to install such material, equipment and systems without incident, or allow such installation to be performed by the manufacturer's employees or a contractor designated by the manufacturer where the Unions are unable to perform such work or the warranty specifies that it may be void absent installation by the manufacturer or certified installation personnel of the manufacturer's authorized contractor or vendor (or the warranty explicitly requires such authorized and certified personnel to perform the installation) and no such authorized union contractor in the applicable trade has successfully bid the work, then such installation shall not be covered under this Agreement. The Prime Contractor shall notify the Unions at the pre-job conference of the use of this provision and shall provide copies of the written warranty that require that the work be performed by the manufacturer's own personnel or a contractor certified by the manufacturer, to the affected Union. When the warranty does not require installation by the manufacturer's own personnel or a contractor certified by the manufacturer, the Unions agree to perform and install such work under the supervision and direction of the manufacturer's representative.

2.3.6 This Agreement shall not apply to any employees of the County, design teams (including, but not limited to architects, engineers, master planners), or any other consultants directly contracted by the County (including, but not limited to, project managers, construction managers, inspectors and their employees and their sub-consultants, and other employees of professional service organizations). Notwithstanding the foregoing, this exclusion shall not apply to the classifications of Surveyors and/or Building/Construction Inspector and/or Field Soils and Material Testers (Inspectors) unless they are County employees. This inclusion applies to the scope of work defined in the State of California Wage Determination for that Craft. This shall also specifically include such work where it is referred to by utilization of such terms as "quality control" or "quality assurance." Every Inspector performing under these classifications on Covered Projects pursuant to a professional services agreement, a contract directly with the

County or a contract with a Contractor shall be bound to all applicable requirements of this Agreement. Covered work as defined by this agreement shall be performed pursuant to the terms and conditions of this Agreement regardless of the manner in which the work was awarded.

2.4 County and/or the Employers, as appropriate, have the absolute right to award the Construction Contracts under this Agreement to any Employer notwithstanding the existence or non-existence of any agreements between such Employer and any Union parties, provided only that such Employer is ready, willing and able to execute and comply with this Agreement should such Employer be awarded work under a Construction Contract for a Covered Project.

ARTICLE 3 EFFECT OF AGREEMENT

3.1 By executing this Agreement, the Unions and the County agree to be bound by each and every provision of this Agreement. The provisions of this Agreement, including the Master Labor Agreements, shall only apply to the work within the scope of the Construction Contracts for the Covered Projects. The provisions of this Agreement and the Master Labor Agreements (which are the local collective bargaining agreements of the signatory Unions having jurisdiction over the work on the Project, as such may be changed from time-to-time and which are incorporated herein as Attachment B) shall only apply to the work within the scope of the Construction Contracts for the Covered Projects. To the extent that the provisions of this Agreement are inconsistent with the applicable Master Labor Agreements, the provisions of this Agreement shall prevail, notwithstanding the provisions of any other local, area and/or national agreement which may conflict with or differ from the terms of this Agreement. However, such does not apply to work performed under the National Cooling Tower Agreement, the National Stack Agreement, the National Transit Division Agreement (NTD), or within the jurisdiction of the International Union of Elevator Constructors and all instrument calibration and loop checking work performed under the terms of the UA/IBEW Joint National Agreement for Instrument and Control Systems Technicians except that Articles dealing with Work Stoppages and Lock-Outs, Work Assignments and Jurisdictional Disputes, and Settlement of Grievances and Disputes shall apply to such work.

3.2 It is specifically agreed that no later agreement shall be deemed to have precedence over this Agreement unless signed by all Parties signatory hereto who are then currently employed or represented at the Project. Where a subject covered by the provisions of this Agreement is also covered by a Master Labor Agreement, the provisions of this Agreement shall apply. Where a subject is covered by a provision of a Master Labor Agreement and not covered by this Agreement, the provisions of the Master Labor Agreement shall prevail. Any dispute as to the applicable source between this Agreement and any Master Labor Agreement for determining the wages, hours of working conditions of employees on this Project shall be resolved under the procedures established in Article 11.

3.3 It is understood that this Agreement constitutes a self-contained, stand-alone agreement and that, by virtue of having become bound to this Agreement, the Employer will not be obligated to sign any local, area or national collective bargaining agreement as a condition of performing work within the scope of this Agreement, except as provided in Section 3.4, below.

3.4 It is agreed that all Employers of whatever tier, who have accepted the award of work within the scope of a Construction Contract, shall be required to accept and be bound to the terms and conditions of this Agreement, and shall evidence their acceptance by the execution of the Letter of Assent as set forth in Attachment A hereto, prior to the commencement of work. At the time that any Employer enters into a subcontract with any subcontractor of any tier providing for the performance of work within the scope of a Construction Contract, the Employer shall provide a copy of this Agreement to said subcontractor and shall require the subcontractor, as a part of accepting the award of a construction subcontract, to agree in writing in the form of a Letter of Assent to be bound by each and every provision of this Agreement prior to the commencement of work on the project. No Employer shall commence work within the scope of a Construction Contract without having first provided a copy of the Letter of Assent as executed by it to the Project Labor Coordinator and the Council, 48 hours before the commencement of such work, or within 48 hours after the award of such work to that Employer, whichever occurs later. Further, Employers not signatory to the established Joint Labor/Management Trust Fund Agreements, as described in the MLA(s) for the craft workers in their employ, shall sign a Subscription Agreement with the appropriate Joint Labor/Management Trust Funds covering the work performed under this Agreement before such work is commenced. It shall be the responsibility of the prime contractor to have each of its subcontractors sign such Subscription Agreement with the appropriate Union prior to the subcontractor beginning work performed under this Agreement. The Subscription Agreement shall not bind the Employer beyond the terms and conditions of this Agreement and must be limited to work performed within the scope of a Covered Contract for a Covered Project.

3.5 This Agreement shall be binding on the signatory Employers hereto only and shall not apply to the parents, affiliates, subsidiaries, or other ventures of any such party or any other contract for construction or project to which this Agreement does not apply.

3.6 This Agreement shall be included as a general condition of the Construction Contract for each of the Covered Projects.

ARTICLE 4 WORK STOPPAGES AND LOCKOUTS

4.1 There shall be no strikes, sympathy strikes, picketing, work stoppages, slowdowns, sickouts, handbilling or other disruptive activity for any reason (including but not limited to disputes relating to the negotiation or renegotiation of applicable MLAs, economic strikes, unfair labor practice strikes, safety strikes, sympathy strikes, and jurisdictional strikes or disputes) by the Union, or by any employee, and there shall be no lockout by the Contractor. Failure of any Union or employee to cross any picket line established at the Project site is a violation of this Article.

4.2 The Union shall not sanction, aid or abet, encourage or continue any work stoppage, strike, picketing or other disruptive activity at the Covered Project site and shall undertake all reasonable means to prevent or to terminate any such activity. No employee shall engage in activities which violate this Article. Any employee who participates in or encourages any activities which interfere with the normal operation of the Project shall be subject to disciplinary action, including discharge, and if justifiably discharged for the above reasons, shall not be eligible for rehire on the project. If any union is notified of any offsite work stoppage, strike, picketing or

other disruptive activity by the Union that will economically and/or materially affect the completion of the Project, the Union will promptly make good faith efforts to cease such Project work disruption

4.3 The Union shall not be liable for independent acts of employees for whom it has no responsibility. The principal officer or officers of a Union will immediately instruct, order and use their best efforts of their office to cause the employees they represent to cease any violations of this Article. A Union complying with this obligation within two business days of its knowledge of or receipt of notice of such independent acts of employees shall not be liable for unauthorized acts of employees it represents. The failure of the Employer to exercise its right in any instance shall not be deemed a waiver of its right in any other instance.

4.4 If an MLA, local, regional, and other applicable labor agreements expire during the term of this Agreement, it is specifically agreed that there shall be no strike, sympathy strike, picketing, lockout, slowdown, withholding of work, refusal to work, walk-off, sick-out, sit-down, stand-in, wobble, boycott or other work stoppage, disruption, advising of the public that a labor dispute exists, or other impairment of any kind as a result of the expiration of any local, regional or other applicable labor agreement having application at any Covered Project and/or failure of the parties to that agreement to reach a new contract. Otherwise to the extent that such a local, regional, or other applicable labor agreement does expire and the parties to that agreement have failed to reach agreement on a new contract, work will continue on the Project on one of the following two bases, both of which will be offered by the Unions involved to the Employers affected:

4.4.1 Each of the Unions with a contract expiring must offer to continue working on the Project under interim agreements that retain all the terms of the expiring contract, except that the Unions involved in such expiring contracts may each propose wage rates and employer contribution rates to employee benefit funds different from what those wage rates and employer contributions rates were under the expiring contracts. The terms of the Union's interim agreement offered to Employers will be no less favorable to the Employer than the terms offered by the Union to any other employer or group of employers covering the same type of construction work in Los Angeles County.

4.4.2 Each of the Unions with a contract expiring must offer to continue working on the Project under all the terms of the expiring contract, including the wage rates and employer contribution rates to the employee benefit funds if the Employers affected by that contract agree to the following retroactivity provisions: if a new MLA for the union having jurisdiction at the Project is ratified and if such new MLA provides for retroactive wage or fringe benefit contribution increases, then each affected Employer shall pay to its employees (and the respective trust funds for hours worked by employees) who performed work covered by the Agreement at the Project during the hiatus between the effective dates of such labor agreements, an amount equal to any such retroactive wage increase established by such new labor agreement, retroactive to whatever date is provided by the new local, regional or other applicable agreement for such increase to go into effect, for each employee's hours worked on the Project during the retroactive period. All parties agree that such affected Employer shall be solely responsible for any

retroactive payment to its employees and that neither the County nor any other Employer has any obligation, responsibility or liability whatsoever for any such retroactive payments or collection of any such retroactive payments, from any such Employer.

4.4.3 Some Employers may elect to continue to work on the Project under the terms of the interim agreement option offered under 4.4.1 above and other Employers may elect to continue to work on the Project under the retroactivity option offered under 4.4.2 above. To decide between the two options, Employers will be given one (1) week after the particular MLA has expired or one week after the Union has personally delivered to the Employer in writing its specific offer of terms of the interim agreement pursuant to 4.4.1 above, whichever is the later date. If the Employer fails to timely select one of the two options, the Employer shall be deemed to have selected the option of 4.4.2.

4.5 Expedited arbitration will be utilized for all grievances alleging violations of this Article. In lieu of or in addition to any other action at law or equity, any party, including the County, Prime Contractor and the Project Labor Coordinator, may institute the following procedure when a breach or violation of this Article is alleged to have occurred:

4.5.1 If the County or Employer contends that any Union has violated this Article, it will serve written notification upon the Business Manager of the Union(s) involved, advising him of the fact, with copies of such notice to the Prime Contractor, and the Project Labor Coordinator. The Business Manager(s) will immediately instruct, order and use the best efforts of her or his office to cause any violation of this Article to cease.

4.5.2 If the County or Union contends that any Employer has violated this Article, it will notify the Employer, Prime Contractor, and the Project Labor Coordinator, setting forth the facts which the Union contends violates this Article, at least twenty-four (24) hours prior to invoking the expedited arbitration procedures contained in this Article. It is agreed by the parties that the term "lockout" for purposes of this Agreement does not include discharge, termination or layoff of employees by the Employer in the normal course of its business, nor does it include the Employer's decision to terminate or suspend work on the Project or any portion thereof for operational or special circumstances.

4.5.3 The party invoking this procedure shall notify the Project Labor Coordinator to select the permanent arbitrator next in sequence from the following list:

1. Louis Zigman
2. John Kagel
3. Walter Daugherty
4. Sara Adler
5. Joseph Gentile

6. Michael Rappaport
7. Fred Horowitz

The Parties agree these shall be the seven permanent Arbitrators under this procedure. In the event that none of the seven permanent Arbitrators are available for a hearing within 24 hours, the party invoking the procedure shall have the option of delaying until one of the seven permanent Arbitrators is available. If any of the permanent Arbitrators ask to be relieved from their status as a permanent Arbitrator, the Project Labor Coordinator will select a new permanent Arbitrator from the following list of arbitrators:

1. Charles Askin
2. Phil Tamoush
3. Thomas Pagan

Expenses incurred in arbitration shall be borne equally by the Union and the Employer involved and the decision of the Arbitrator shall be final and binding on both Parties, provided, however, that the Arbitrator shall not have the authority to alter or amend or add to or delete from the provisions of this Agreement in any way. Notice to the Arbitrator shall be by the most expeditious means available, including by telephone and by facsimile or telegram to the party alleged to be in violation, to the Council, to the Project Labor Coordinator, and to the involved Union if a Union is alleged to be in violation.

4.5.4 Upon receipt of said notice, the Arbitrator shall convene a hearing within twenty-four (24) hours if it is contended that the violation still exists. The Arbitrator, with assistance from the Project Labor Coordinator, shall notify the Parties by telephone and by facsimile or email of the place and time for the hearing. Notice shall be given to the individual Union(s) and contractor(s) alleged to be involved and to the Council. Said hearing shall be completed in one session, which, with appropriate recesses at the Arbitrator's discretion, shall not exceed twenty-four (24) hours unless otherwise agreed upon by all Parties. A failure of any party to attend said hearings shall not delay the hearing of evidence or the issuance of any decision by the Arbitrator. The sole issue at the hearing shall be whether or not a violation of Section 4.1 or 4.2 of this Article has in fact occurred. The Arbitrator shall have no authority to consider any matter of justification, explanation or mitigation of such violation. The decision shall be issued in writing within three (3) hours after the close of the hearing and may be issued without a written opinion. If any party desires a written opinion, one shall be issued within fifteen (15) days, but its issuance shall not delay compliance with or enforcement of the decision.

4.5.5 The Arbitrator may order cessation of the violation of this Article and other appropriate relief and such decision shall be served on all Parties and on the Project Labor Coordinator by hand or registered mail upon issuance. If the arbitrator determines that a violation of this Article has occurred, the respondent Unions(s) shall, within eight (8) hours of receipt of the award, direct all the employees they represent on the project to immediately return to work. If the

craft(s) involved does not return to work by the beginning of the next regularly scheduled shift following such eight (8) hour period after receipt of the arbitrator's award, and the respondent Union(s) have not complied with their obligation to immediately instruct, order, and use their best efforts to cause a cessation of the violation and return of the employees they represent to work, then the respondent Union(s) shall each pay a sum as liquidated damages to the affected contractor, and each shall pay an additional sum per shift for each shift thereafter on which the craft(s) has not returned to work. Similarly, if the arbitrator determines that a lock-out has occurred, the respondent Contractor(s) shall, within eight (8) hours of receipt of the award, return all the affected employees to work on the Project, or otherwise correct the violation as found by the Arbitrator. If the respondent Contractor(s) do not take such action by the beginning of the next regularly scheduled shift following the eight (8) hour period, each respondent Contractor shall pay a sum as liquidated damages to the affected Union(s) (to be apportioned among the affected employees and the benefit funds to which contributions are made on their behalf, as appropriate and designated by the Arbitrator) and each shall pay an additional sum per shift for each shift thereafter in which compliance by the respondent Contractor(s) has not been completed. The Arbitrator shall retain jurisdiction to determine compliance with this Section and to establish the appropriate sum of liquidated damages, which shall not be less than ten thousand dollars (\$10,000) per shift, nor more than twenty-five thousand dollars (\$25,000) per shift.

4.5.6 Such decision may be enforced by any Court of competent jurisdiction upon the filing of this Agreement and all other relevant documents referred to above in the following manner. Written notice of the filing of such enforcement proceedings shall be given to the other party and to the Project Labor Coordinator. The Project Labor Coordinator shall not be named as a party or real party in interest in any such action. In the proceeding to obtain a temporary order enforcing the Arbitrator's decision as issued under this Article, all Parties waive the right to a hearing and agree that such proceedings may be ex parte. Such agreement does not waive any party's right to participate in a hearing for a final order of enforcement. The Court's order or orders enforcing the Arbitrator's decision shall be served on all Parties and on the Project Labor Coordinator by hand or delivered by registered mail.

4.5.7 Any rights created by statute or law governing arbitration proceedings inconsistent with the above procedure or which interfere with compliance therewith are hereby waived by the Parties to whom they accrue.

4.5.8 The fees and expenses incurred in arbitration shall be divided equally by the Parties to the arbitration, including Union(s) and the Employer(s) involved.

4.6 The procedures contained in this Article shall be applicable to alleged violations of Article 4 to the extent any conduct described in Section 4.1 or 4.2 occurs on the Project. Disputes alleging violation of any other provision of this Agreement, including any underlying disputes

alleged to be in justification, explanation, or mitigation of any violation of Section 4.1 or Article 4 shall be resolved under the applicable grievance adjudication procedures for these other Articles.

4.7 Notwithstanding any provision of this Agreement to the contrary, it shall not be a violation of this Agreement for any Union to withhold the services of its members (but not the right to picket) from a particular Employer who:

4.7.1 fails to timely pay its weekly payroll; or

4.7.2 fails to make timely payments to the Union's Joint Labor/Management Trust Funds in accordance with the provisions of the applicable MLA.

4.7.3 Prior to withholding its members' services for the Employer's failure to meet its weekly payroll, the Union shall give at least five (5) calendar days written notice of such failure to pay by registered or certified mail, return receipt requested, and by facsimile or email transmission to the involved Employer, prime contractor and Project Labor Coordinator. The Union will offer to meet within a three (3) working day period, after the written notice of such failure to pay was sent, to attempt to resolve the dispute with the applicable Employers, prime contractor and the Project Labor Coordinator. Upon the payment of the delinquent Employer of all monies due and then owing for wages, the Union shall direct its members to return to work and the Contractor shall return all such members back to work.

4.7.4 Prior to withholding its members' services for the Employer's failure to make timely payments to the Union's Labor/Management Trust Funds, the Union shall give at least thirty (30) days written notice of such failure to pay by registered or certified mail, return receipt requested, and by facsimile or email transmission to the involved Contractor, the Prime Contractor and Project Labor Coordinator. The Union, Employer, Prime Contractor and Project Labor Coordinator will meet within ten (10) calendar days following receipt of the written notice to attempt to resolve the dispute. Upon payment by the delinquent Employer of all monies due and then owing for wages and/or fringe benefit contributions, the Union shall direct its members to return to work and the Employer shall return all such members back to work.

ARTICLE 5 NO DISCRIMINATION OR HARASSMENT

5.1 This Article is intended to preserve the dignity and professionalism of the workplace and construction site as well as protect the right of employees to be free from discrimination, unlawful harassment, retaliation and inappropriate conduct toward others based on a protected status. Discrimination, unlawful harassment, retaliation and inappropriate conduct toward others based on a protected status, are contrary to the values of the County, Employers and the Unions. The County, Employers and the Unions will not tolerate unlawful discrimination on the basis of sex, race, color, ancestry, religion, national origin, ethnicity, age (40 and over), disability, sexual orientation, marital status, medical condition or any other protected characteristic protected by

state or federal employment law, nor will it tolerate unlawful harassment, or retaliation. All Employers and employees are responsible for conducting themselves in accordance with this Article. Any employee proven to be in violation of this Article is subject to immediate removal from the workplace and construction site.

5.2 The Parties agree not to engage in any form of unlawful discrimination or harassment of any kind on the grounds of, or because of, race, religion, national origin, ancestry, sex, sexual orientation, age, physical handicap, marital status, medical condition, political affiliation, or membership in a labor organization in hiring and dispatching workers for the project.

5.3 Any employee covered by this Agreement which believes that she or he has been discriminated against or harassed, in violation of section 5.1 above, shall be referred to the appropriate state and/or federal agency for the resolution of such dispute.

ARTICLE 6 UNION SECURITY

6.1 The Employers recognize the Unions as the sole and exclusive bargaining representatives of all craft employees working within the scope of this Agreement.

6.2 No employee covered by this Agreement shall be required to join any Union as a condition of being employed, or remaining employed, for the completion of the work on a Covered Project. The Employer shall, however, require all employees performing work within the scope of a Construction Contract on a Covered Project, for a cumulative total of eight (8) working days or more, to comply with the applicable Union's security provisions for the period during which they are performing on-site work to the extent, as permitted by law, of rendering payment of an amount equal to the applicable monthly dues and any working dues only, as uniformly required of all craft employees while working on the Covered Project and represented by the applicable signatory unions. However, any employee who is a member of a Union at the time the referring Union refers the employee, shall maintain that membership in good standing while employed on the Construction Contract.

ARTICLE 7 REFERRAL

7.1 The Employers recognize the Unions as the primary source of all craft labor employed on the Construction Contract for the Covered Projects. For Signatory Unions now having a job referral system contained in a MLA, the Employer agrees to comply with such system and it shall be used exclusively by such Employer, except as modified by this Agreement. Such job referral system will be operated in a nondiscriminatory manner and in full compliance with federal, state, and local laws and regulations which require equal employment opportunities and non-discrimination. All of the foregoing hiring procedures, including related practices affecting apprenticeship, shall be operated so as to consider the policies and requirements of the County to encourage employment of Local Resident and Targeted Workers and utilization of LSBE, DVBE and SBE's on the Project, and to facilitate the ability of all Employers to meet their employment needs.

7.2 The Employer shall have the right to determine the competency of all employees, including the determination that prospective employees meet the qualifications established by the County for employment, the number of employees required, the duties of such employees within their craft jurisdiction, and shall have the sole responsibility for selecting employees to be laid off, all of which shall not be inconsistent with this Agreement and the applicable MLA. The Employer shall also have the right to reject any applicant referred by a Union, subject to the required payment of show-up pay, for any non-discriminatory reason; provided further that such right is exercised in good faith and not for the purpose of avoiding the Employer's commitment to employ qualified workers through the procedures endorsed in this Agreement.

7.3 The Unions will exert and document their efforts to recruit and refer sufficient numbers of skilled craft workers to fulfill the labor requirements of the Employer, including specific employment obligations to which the Employer may be legally and/or contractually obligated; and to refer apprentices as requested to develop a larger, skilled workforce. The Unions will work with their affiliated regional and national unions, and jointly with the Project Labor Coordinator and others designated by the County or the Council, to identify and refer competent craftpersons as needed for work on Covered Projects, and to identify individuals, particularly Local Residents and Targeted Workers, for entrance into Joint Labor/Management Apprenticeship Programs, or participation in pre-apprenticeship programs agreed to by the County and Council and procedures to assist individuals with qualifying and becoming eligible for such apprenticeship programs, all maintained to increase the available supply of skilled craft personnel for Covered Projects. The Union shall not knowingly refer an employee currently employed by an Employer on Project Work to any other Employer.

7.4 In recognition of the County's commitment to serve the community and the fact that the community in which the Covered Projects are located will be impacted by the construction activities, the Parties agree to support the development and employment of increased numbers of construction workers from among the Local Residents and Targeted Workers of the County. With the assistance of the Unions as specified in Section 7.5, the Employer is responsible for ensuring compliance with the Local and Targeted Worker Hire Policy for the Projects to achieve the following required levels of participation:

7.4.1 At least thirty (30) percent of total California Construction Labor Hours worked on each project must be performed by qualified Local Residents in the priority specified by Section 7.5.

7.4.2 At least ten (10) percent of total California Construction Labor Hours worked on each project shall be performed by Targeted Workers. Hours worked by a Targeted Worker who is also a Local Resident may also be applied towards the 30 percent Local Resident hire goal specified in Section 7.4.1.

7.4.3 Employers shall hire apprentices for the performance of work within the scope of the Covered Contracts. A minimum of twenty (20) percent of the California Construction Labor Hours worked on the Project by workers from each craft Union shall be worked by apprentices, unless a craft Union or their apprenticeship committee shall have received an exemption from the use of apprentices by the State Division of Apprenticeship Standards. If the apprenticeship

standards of the apprenticeship program establish a higher maximum percentage, Employers may use such approved higher percentage of apprentices for work within the scope of the Construction Contracts.

7.4.4 Fifty (50) percent of the California Construction Labor Hours performed by apprentices shall be performed by Local Residents and Targeted Workers.

7.5 The Unions agree that, to the maximum extent allowed by law, and as long as they possess the requisite skills, and qualifications, the Unions shall follow the referral and recruitment procedures required by this Agreement to provide a sufficient number of skilled craft Local Residents, Targeted Workers, Apprentices and Skilled Journeypersons, as requested by the Employers, to fulfill the requirements of the Employers. Towards that end, the Unions agree that upon receiving a completed Craft Employee Request Form from an Employer, the Unions shall follow the procedures required by this Agreement to provide referrals and utilization of qualified workers as follows:

7.5.1 First, qualified Tier 1 Local Residents as well as Targeted Workers requested by the Craft Employee Request Form;

7.5.2 If the Unions cannot provide the Employers in the attainment of a sufficient number of qualified workers from paragraph 7.5.1 then the Union shall certify to the Project Labor Coordinators in the manner specified on the Craft Employee Request Form that all reasonable efforts to recruit Tier 1 Local Residents have been exhausted. Thereafter, the Unions shall recruit and identify for referral qualified Tier 2 Local Residents and Targeted Workers as requested by the Craft Employee Request Form;

7.5.3 If the Unions still have not provided the Employers with the attainment of a sufficient number of qualified Local Residents and Targeted Workers from their efforts in compliance with Sections 7.5.1 and 7.5.2, the Unions shall recruit and identify for referral qualified residents from the remaining U.S. Postal zip codes for the County. The Council will work with their affiliated joint labor management apprenticeship programs, the affected Employer(s), the County Project Labor Coordinator and the Jobs Coordinator to indenture a sufficient number of Local Residents and Targeted Workers as new apprentices and/or journeymen in accordance with this Agreement. In such cases, if the initiation and enrollment fees present a barrier to a potential Local Resident or Targeted Worker, then the Council and the Unions, along with the Project Labor Coordinator and the Jobs Coordinator, will assist in working with Work Source Centers and other similar organizations to secure such funds. Concurrently, the Unions shall recruit and identify for referral qualified workers residing within the remainder of the County to ensure continuous work and an uninterrupted supply of craft labor to the Covered Projects.

7.5.4 Hours worked by residents of states other than California shall not be included in the calculation of total hours of total California Construction Labor Hours for purposes of the percentage requirements set forth above.

7.6 To facilitate the dispatch of Local Residents, Targeted Workers, Apprentices and Skilled Journeypersons, all Employers will be required to utilize the Craft Employee Request Form whenever they are requesting the referral of any employee from a Union referral list for any Covered Project, samples of which are attached as Attachment C. When Local Residents and Targeted Workers are requested by the Employers, the Unions will refer such workers regardless of their place on the Unions' hiring halls' list and normal referral procedures. The Employers and Unions agree to maintain copies of all Craft Employee Request Forms used on the Covered Projects submitted or received including transmission verification reports that are date/time imprinted, until the Employers work on the project is complete. The Unions also agree to provide to the Project Labor Coordinator copies of any Craft Employee Request Forms wherein the Union has certified that all reasonable efforts to recruit Tier 1 Local Residents have been exhausted. The Employer shall copy the Project Labor Coordinator on all Craft Employee Request Forms at the time they are sent to the Union.

7.7 Local Residents and Targeted Workers may be referred to the Unions from the Project Labor Coordinator or Jobs Coordinator. For any applicant to qualify as a Targeted Worker, the Project Labor Coordinator shall verify the presence of the criteria listed in Attachment F and shall pre-screen and/or pre-qualify any Targeted Worker applicant prior to referral to the Unions.

7.8 Skilled and Trained Workforce Requirements

7.8.1 This requirement shall apply to all occupations performing work pursuant to a Construction Contract, which is an "Apprenticeable occupation" as defined below, which is in conformance with California Public Contract Code section 2601(a).

7.8.2 For the application of this Section 7.8, the following definitions shall apply:

- (a) "Apprenticeable occupation" means an occupation for which the Chief of the Division of Apprenticeship Standards of the Department of Industrial Relations had approved an apprenticeship program pursuant to Section 3075 of the Labor Code before January 1, 2014.
- (b) "Chief" means the Chief of the Division of Apprenticeship Standards of the Department of Industrial Relations.
- (c) "Graduate of an apprenticeship program" means either of the following:
 - (1) An individual that has been issued a certificate of completion under the authority of the California Apprenticeship Council for completing an apprenticeship program approved by the Chief; or
 - (2) An individual that has completed an apprenticeship program located outside California

and approved for federal purposes pursuant to the apprenticeship regulations adopted by the federal Secretary of Labor.

- (d) “Skilled and trained workforce” means a workforce that meets all of the following conditions: (1) All the workers performing work in an Apprenticeship occupation in the building and construction trades are either Skilled Journeypersons or apprentices registered in an apprenticeship program approved by the Chief; and (2) At least sixty (60) percent of the Skilled Journeypersons employed to perform work within the scope of a Construction Contract by every contractor and each of its subcontractors at every tier are graduates of an apprenticeship program for the applicable occupation. Pursuant to Public Contract Code Section 2601, this Section 7.8 shall not apply to work performed in the following occupations: acoustical installer, bricklayer, carpenter, cement mason, drywall installer or lather, marble mason, finisher, or setter, modular furniture or systems installer, operating engineer, pile driver, plasterer, roofer or waterproofer, stone mason, surveyor, teamster, terrazzo worker or finisher, and tile layer, setter, or finisher. Further, for an apprenticeship occupation in which no apprenticeship program had been approved by the Chief before January 1, 1995, up to one-half of the graduation percentage requirements may be satisfied by Skilled Journeypersons who commenced working in the Apprenticeship occupation before the Chief’s approval of an apprenticeship program for that occupation in the County.
- (e) “Skilled Journeyperson” means a worker who either: (1) Graduated from an apprenticeship program for the applicable occupation that was approved by the Chief or which was located outside California and approved for federal purposes pursuant to the apprenticeship regulations adopted by the federal Secretary of Labor; or (2) Has at least as many hours of on-the-job experience in the applicable occupation as would be required to graduate from an apprenticeship program for the applicable occupation that is approved by the Chief.

7.8.3 The apprenticeship graduation percentage requirements, above, are satisfied if, in a particular calendar month, either of the following is true: (1) At least the required percentage of the skilled Journeypersons employed by the contractor or subcontractor to perform work within the scope of the Covered Contract meets or is projected to meet the graduation percentage requirement; or (2) For the hours of work performed by Skilled Journeypersons employed by the contractor or subcontractor, the percentage of hours performed by Skilled Journeypersons who met the graduation requirement is at least equal to the required graduation percentage.

7.8.4 The contractor or subcontractor need not meet the apprenticeship graduation requirements of paragraph of this Section 7.8 if, during the calendar

month, the contractor or subcontractor employs Skilled Journeypersons to perform fewer than 10 hours of work within the scope of the Construction Contract.

7.8.5 A subcontractor need not meet the apprenticeship graduation requirements specified in this Section 7.8 if both of the following requirements are met: (1) The subcontractor was not required to be a listed subcontractor under Public Contract Code section 4104 or was not a substitute for a listed subcontractor; and (2) The subcontract does not exceed one-half of 1 percent of the price of the prime contract.

7.8.6 The Unions will provide all relevant available data to assist the Employer in preparing a monthly report to the County, demonstrating compliance with this Section 7.8.

7.8.7 The Parties recognize and agree that, pursuant to State law, if an Employer fails to provide the monthly report required by this Section 7.8, or provides a report that is incomplete, the County or other awarding body shall withhold further payments from that Employer until a complete report is provided.

7.8.8 The parties recognize and agree that, pursuant to State law, if a monthly report does not demonstrate compliance with this Section 7.8, the County shall withhold further payments from that Employer until that Employer provides a plan to achieve substantial compliance with this Section 7.8, with respect to the relevant Apprenticeable occupation, prior to completion of the Covered Contract. The Unions will assist the Employers with the development and implementation of this plan to achieve substantial compliance.

7.9 Core Workforce

7.9.1 The parties recognize the County's interest in promoting competition and inclusion of Local Small Business Enterprise (LSBE), Disabled Veteran Business Enterprise (DVBE) and Social Enterprise (SE), which may not be signatory to a current MLA. In order to promote participation and attract certified LSBEs/DVBEs/SEs to work under this Agreement, any Employer that has been certified as an LSBE, DBVE or SE may first employ three (3) of its core employees prior to employing an employee through the appropriate Union hiring hall. The next (fourth) employee shall be hired from the appropriate union hiring hall and thereafter, such Employer may employ, as needed, two (2) additional core employees in the alternating manner provided in Section 7.9.2. Thereafter all additional employees in the affected trade or craft shall be requested and referred from the appropriate Union hiring hall. This Section 7.9.1 shall also apply to companies employing Building/Construction Inspectors and/or Field Soils and Material Testers (Inspectors) which are not directly signatory to a current MLA and who are providing Inspectors on a Covered Project through a contract directly with the County, whether or not that company is an LSBE, DBVE and SE.

7.9.2 Employers who are not certified as LSBE, DVBE or SE, and who are not otherwise signatory to a current MLA, may employ, as needed, first, a Core Employee, then an employee through a referral from the appropriate Union hiring hall, then a second Core Employee, then a second employee through the referral system, and so on until a maximum of five (5) Core Employees are employed, thereafter, all additional employees in the affected trade or craft shall be requested and referred from the appropriate Union hiring hall in accordance with this Article.

7.9.3 Except for certified LSBE, DVBE and SE, and Local Residents or Targeted Workers, in the laying off of employees, the number of Core Employees shall not exceed one-half plus one of the workforce for an Employer with ten (10) or fewer employees, assuming the remaining employees are qualified to undertake the work available.

7.9.4 Section 7.9 only applies to Employers who are not directly signatory to a current MLA for the craft worker in its employ and is not intended to limit the transfer provisions of the MLA of any trade. As part of this process, and in order to facilitate the contract administration procedures, as well as appropriate fringe benefit fund coverage, all Employers shall require their Core Employees and any other persons employed other than through the referral process, to register with the appropriate Union hiring hall, if any, prior to their first day of employment working under the Construction Contract at the project site.

7.9.5 Prior to each Employer performing any work on a Covered Project, each Employer shall provide a list of his Core Employees to the Project Labor Coordinator and the Council. Failure to do so will prohibit the Employer from using any Core Employees for 30 calendar days after the list is provided. Upon request by any Party to this Agreement, the Employer hiring any Core Employee shall provide satisfactory proof (i.e., payroll records, quarterly tax records and such other documentation) evidencing the Core Employee's qualification as a Core Employee to the Project Labor Coordinator and the Council.

7.10 In the event that the referral facilities maintained by the Unions are unable to fill the requisition of an Employer for specific classifications of covered classifications requested by any Employer within forty-eight (48) hours (excluding Saturdays, Sundays and holidays) after having provided a fully completed Craft Employee Request Form to the Union, that Employer may use employment sources other than the union registration and referral services, and may employ any qualified applicants meeting such standards from any other available source. The Employer shall inform the Union of any applicants hired from such other sources within 48 hours of such applicant being hired, and such applicants shall immediately register with the appropriate hiring hall, if any.

7.10.1 In the event that an Employer requests one or more Local Residents or Targeted Workers from the Union hiring hall, and the Union is unable to fill such request for a Local Resident or a Targeted Worker within a forty-eight (48) hour period after such requisition is made by the Employer (Saturday, Sundays and holidays excepted), the Employer shall have five (5)

business days to obtain the requested number of Local Residents or Targeted Workers, as requested in the Craft Employee Request Form, from any source. If the Employer is unable to hire the requested number of Local Residents or a Targeted Workers within such five (5) business days, Employer shall hire the remaining unfulfilled number of employees from the Union hiring hall. The Employer shall inform the Union of any applicants hired from such other sources within 48 hours of such applicant being hired, and such applicants shall immediately register with the appropriate hiring hall, if any.

7.10.2 Each Employer and Union must document all efforts made to comply with the hiring process to locate and hire Local Residents and Targeted Workers.

7.10.3 No Local Resident or Targeted Worker, having been pre-screened and/or pre-qualified by the Project Labor Coordinator, and employed by an Employer to work on a Covered Project, shall be required to participate in any Joint Labor/Management ("boot camp") or pre-apprentice program that will unnecessarily delay the Local Resident or Targeted Workers' state of work or cause said worker's termination due to having to participate in such "boot camps" or pre-apprentice programs.

7.10.4 The Project Labor Coordinator and Unions shall track retention of apprentices hired under the procedures described in Article 19 through completion of work on a Covered Project. The Project Labor Coordinator will work with the Unions and Employers to collect the tracking information and shall submit quarterly retention reports in accordance with the Local and Targeted Worker Hire Policy.

7.10.5 All Apprentices shall work under the direct supervision of a Skilled Journeyperson from the trade in which the Apprentice is indentured. A Skilled Journeyperson shall be defined as set forth in Section 7.8.2, above. The Employer shall provide adequate proof evidencing the worker's qualifications as a Skilled Journeyperson.

7.11 Helmets to Hardhats:

7.11.1 The Employers and the Unions recognize a desire to facilitate the entry into the building and construction trades of veterans, including female veterans, who are interested in careers in the building and construction trades industry. The Employers and Unions agree to utilize the services of the Center for Military Recruitment, Assessment and Veterans Employment (hereinafter "Center") and the Center's "Helmets to Hardhats" Program to serve as a resource for preliminary orientation, assessment of the construction aptitude, referral to apprenticeship programs or hiring halls, counseling and mentoring, support network, employment opportunities and other needs as identified by the Parties.

7.11.2 The Unions and Employers agree to coordinate with the Center to reach out to veterans, including women, interested in entering into a construction career.

7.11.3 The Unions will assist in providing relevant records and Employers agree to maintain records of all efforts to assist Helmets to Hardhats employment candidates gain employment on the Covered Project(s). Such records shall include, but not be limited to, documentation of the number of Helmets to Hardhats employment candidates contacted and/or employed and/or indentured into an apprenticeship program or referred to a Union for assessment, including the number of such female candidates. Such records must be submitted to the Project Labor Coordinators at least quarterly for inclusion in the County's quarterly Local and Targeted Hire Policy report.

7.11.4 Any Helmets to Hardhats employment candidate for work on Covered Projects shall be given credit by the Union for any provable past experience and training.

ARTICLE 8 WAGES AND BENEFITS

8.1 All employees covered by this Agreement shall be classified in accordance with work performed and paid by the Employer at the hourly wage rates for those classifications in compliance with the Current Prevailing Wage Determination.

8.2 All employees covered by this Agreement may be paid by check, paid no later than the end of the work each shift Friday. No more than five (5) days' wages may be withheld in any pay period. Any employee who is discharged or laid off shall be entitled to receive all accrued wages immediately upon discharge or layoff.

8.3 Employers shall pay contributions to the established employee benefit funds in the amounts designated in the appropriate MLA and make all employee authorized deductions in the amounts designated in the appropriate MLA; provided, that such contributions shall not exceed the contribution amount set forth in the Current Prevailing Wage Determination.

8.4 Pursuant to and as limited by the Subscription Agreement (or for Employers signatory to an MLA), the Employer adopts and agrees to be bound by the written terms of the applicable, legally established, trust agreement(s) specifying the detailed basis on which payments are to be made into, and benefits paid out of, such trust funds for its employees. The Employer authorizes the Parties to such trust funds to appoint trustees and successor trustees to administer the trust funds and hereby ratifies and accepts the trustees so appointed as if made by the Employer. Nevertheless, the Employers obligation to the trust fund(s) is limited to the work within the scope of the Construction Contract.

8.5 Each Employer is required to certify under penalty of perjury, to the Project Labor Coordinator that it has paid all benefit contributions due and owing to the appropriate Trust(s) prior to the receipt of its final payment and/or retention. The Project Labor Coordinator shall work with any prime Employer who is delinquent in payments to assure that proper benefit contributions

are made, to the extent of requesting the County or the prime Employer to withhold payments otherwise due such Employer, until such contributions have been made or otherwise guaranteed.

ARTICLE 9 HOURS OF WORK, OVERTIME, SHIFTS AND HOLIDAYS

9.1 Hours of Work. Eight (8) hours per day between the hours of 6:00 a.m. and 5:30 p.m., plus one-half (1/2) hour unpaid lunch approximately mid-way through the shift, shall constitute the standard work day. Forty (40) hours per week shall constitute a regular week's work. The work week will start on Sunday and conclude on Saturday. The foregoing provisions of this Article are applicable unless otherwise provided in the applicable prevailing wage determination, or unless changes are permitted by law and such are agreed upon by the Parties. Nothing herein shall be construed as guaranteeing any employee eight (8) hours per day or forty (40) hours per week, or a Monday through Friday standard work schedule.

9.2 Place of Work. Employees shall be at their place of work (as designated by the Employer), at the starting time and shall remain at their place of work, performing their assigned functions, until quitting time. The place of work is defined as the gang or tool box or equipment at the employee's assigned work location or the place where the foreman gives instructions. The parties reaffirm their policy of a fair day's work for a fair day's wage. There shall be no pay for time not worked, unless otherwise provided in this Agreement or under law, unless the employee is otherwise engaged at the direction of the Employer.

9.3 Overtime. Overtime shall be paid in accordance with the requirements of the applicable prevailing wage determination. There shall be no restriction on the Employer's scheduling of overtime or the nondiscriminatory designation of employees who will work overtime. There shall be no pyramiding of overtime (payment of more than one form of overtime compensation for the same hour) under any circumstances.

9.4 Shifts and Alternate Work Schedules.

9.4.1 Alternate starting and quitting time and/or shift work may be performed at the option of the Employer upon three (3) days' prior notice to the affected union(s), unless a shorter notice period is provided for in the applicable MLA and shall continue for a period of not less than five (5) working days. Saturdays and Sundays, if worked, may be used for establishing the five (5) day minimum work shift. If two shifts are worked, each shall consist of eight (8) hours of continuous work exclusive of a one-half (1/2) hour non-paid lunch period, for eight (8) hours pay. The first shift starting between 6:00 a.m. and 8:00 a.m., is designated as the first shift, with the second shift following eight (8) hours later.

9.4.2 Additional pay or differentials based upon the shift or work schedule of the employees shall only be paid by the Employer if required by the applicable prevailing wage determination.

9.4.3 To the extent permitted by state and federal law, the Employer may, upon five (5) days' notice to appropriate union(s), establish a work week of four (4) consecutive ten (10) work hours days (exclusive of the one-half hour (1/2)

unpaid lunch approximately halfway through the shift). Such work week should consist of the same four (4) days each week, with the fifth day available as a make-up day if needed.

9.4.4 Because of operational necessities, the second shift may, at the County's direction, be scheduled without the preceding shift having been worked. It is recognized that the County's operations and/or mitigation obligations may require restructuring of normal work schedules. Except in an emergency or when specified in the County's bid specification, the Employer shall give the affected Union(s) at least three (3) days' notice of such schedule changes.

9.5 Holidays. Recognized holidays on the Covered Projects shall be those set forth and governed by the prevailing wage determination(s) applicable to the Covered Projects.

9.6 Show-up Pay.

9.6.1 Unless the applicable prevailing wage determination requires a higher amount, employees reporting for work and for whom no work is provided, except when given prior notification not to report to work, shall receive two (2) hours pay at their regular straight time hourly rate; while employees who are directed to start work shall receive four (4) hours of pay at the regular straight time hourly rate. Employees who work beyond four (4) hours shall be paid for actual hours worked. Whenever reporting pay is provided for employees, they will be required to remain at the Project Site and available for work for such time as they receive pay, unless released earlier by the principal supervisor of the Employer or his designated representative. Each employee shall furnish the Employer with his current address and telephone number and shall promptly report any changes to the Employer.

9.6.2 An employee called out to work outside of his shift shall receive a minimum of two (2) hours pay at the appropriate rate, except as otherwise required by the applicable prevailing wage law. This does not apply to time worked as an extension of (before or after) the employee's normal shift.

9.6.3 When an employee leaves the job or work location of his own volition or is discharged for cause or is not working as a result of the Employer's invocation of Article 16, the employee shall only be paid for actual time worked.

9.7 Brassing. The Employer may utilize "brassing" (or similar system) to check employees in and out. Each employee must check himself in and out. The Employer will provide adequate facilities for checking in and out in an expeditious manner.

9.8 Meal Periods. The Employer will schedule a meal period of no more than one-half hour duration at the work location at approximately the mid-point of the scheduled shift; provided, however, that the Employer may, for efficiency of the operation, establish a schedule which coordinates the meal periods of two (2) or more crafts. An employee may be required to work through his meal period because of an emergency or a threat to life or property, or for such other reasons as are in the applicable MLA, and if he is so required, he shall be compensated in

accordance with state law, unless the Employer is directly signatory to one or more Schedule As, in which case the provisions of such Schedule As will apply.

9.9 **Make-up Days.** To the extent permitted by the applicable prevailing wage determination, when an employee has been prevented from working for reasons beyond the control of the Employer, including, but not limited to inclement weather or other natural causes, during the regularly scheduled work week, a make-up day may be worked on a non-regularly scheduled work day for which an employee shall receive eight (8) hours pay at the straight time rate of pay or any premium rate required for such hours under the prevailing wage law.

ARTICLE 10 COMPLIANCE

10.1 The County shall designate a "Project Labor Coordinator," either from its own staff or an independent entity acting on behalf of the County, to monitor compliance with this Agreement. The Council shall actively assist the Project Labor Coordinator and the County in developing, implementing and administering the programs referenced in this Agreement, all of which are critical to fulfilling the intent and purposes of the Parties and this Agreement; and to otherwise implement and administer this Agreement.

10.2 All Employers, Unions and employees shall comply with all applicable federal and state laws, ordinances, and regulations, including, not limited to, those relating to safety and health, employment, and applications for employment. All employees shall comply with the safety regulations and policies established by the County and the Employers. Employees must promptly report any injuries or accidents to a supervisor.

10.3 It shall be the responsibility of the Employers and the Unions to comply with the provisions of this Agreement.

10.4 The Project Labor Coordinator shall be responsible for oversight in monitoring the compliance of all Employers with all applicable prevailing wage laws and regulations to the extent required by law. All complaints regarding potential prevailing wage violations may be referred to the Project Labor Coordinator for processing, investigation and resolution, and if not resolved within 30 calendar days of taking cognizance of the potential violation or complaint, the matter may be referred to the State Labor Commissioner by any party or form the basis for a grievance under Article 11 of this Agreement.

10.5 If the County opts to implement an online certified payroll system for a Covered Project, the Employers agree to use the County-required online certified payroll system for the submission of certified payroll records and any other documents required by the County or Project Labor Coordinator related to labor compliance and compliance with this Agreement.

ARTICLE 11 DISPUTE RESOLUTION PROCEDURE

11.1 This Agreement is intended to provide close cooperation between management and labor. Each of the Unions will assign a representative to the Covered Projects for the purpose of completing the construction of the Covered Projects economically, efficiently, continuously, and without interruptions, delays, or work stoppages.

11.2 The Employers, Unions, and the employees, collectively and individually, realize the importance to all Parties to maintain continuous and uninterrupted performance of the work of the Covered Projects, and agree to resolve disputes in accordance with the grievance-arbitration provisions set forth in this Article.

11.3 Any question or dispute by or between an Employer, Employee and/or a Union and arising out of and during the term of this Agreement, other than disputes arising under Article 4 (Work Stoppages and Lockouts), Article 5 (No Discrimination or Harassment) or Article 13 (Jurisdictional Disputes) shall be considered a grievance and subject to resolution under the following procedures:

Step 1: Should a Union, Employee or any Employer have a dispute with another party or parties, and if after conferring within five (5) working days after the disputing party knew or should have known of the facts or occurrence giving rise to the dispute, a settlement is not reached within five (5) working days, the dispute shall be reduced to writing and processed to Step 2.

Step 2: In the event that the representatives are unable to resolve the dispute at the Step 1 meeting, the grieving party shall, within five (5) working days after the Step 1 meeting, notify the responding party and the Project Labor Coordinator of a request to discuss the grievance. The Business Manager of the Union (or his/her designee) shall meet with the respective jobsite representative of the Employer and the Project Labor Coordinator within ten (10) working days (or such longer time as all of the parties may mutually agree) after receipt of the request to discuss the grievance. If the grievance is not resolved at the Step 2 meeting, the grievance may be submitted to final and binding arbitration as described in Step 3.

Step 3: In the event a dispute cannot be satisfactorily resolved within the time limits established above in Step 2, either party may submit the dispute to arbitration by written notice to the Project Labor Coordinator and other party within ten (10) working days (or such longer time as mutually agreed) of the date on which the parties met at Step 2. An arbitrator shall be selected by the Project Labor Coordinator in sequential order from the following list of permanent arbitrators: (1) Lou Zigman, (2) John Kagel, (3) Walter Daugherty, (4) Sara Adler, (5) Joseph Gentile, (6) Michael Rappaport, and (7) Fred Horowitz. The arbitrator's decision shall be final and binding upon the parties. The arbitrator shall not have the authority to alter, amend, add to, or delete from the provisions of this Agreement in any way. The failure of any party to attend said hearing shall not delay the hearing of evidence or the issuance of any decision by the arbitrator. Should any party seek confirmation of the award made by the arbitrator, the prevailing party shall be entitled to receive its reasonable attorney fees and costs.

11.4 Failure of the grieving party to adhere to the time limits established herein shall render the grievance null and void. The time limits established herein may be extended only by written consent of the parties involved at the particular step where the extension is agreed upon. The arbitrator shall have the authority to make decisions only on issues presented and shall not

have the authority to change, amend, add to or detract from any of the provisions of this Agreement.

11.5 The Project Labor Coordinator shall be notified of all actions at Step 2 or higher by the grieving party and shall, upon the Project Labor Coordinator's request, be permitted to participate in all grievance meetings.

11.6 The time limits specified in any step of this Dispute Resolution Procedure may be extended by written mutual agreement of the parties initiated by the written request of one party to the other, at the appropriate step of the dispute procedure. However, failure to process a dispute within the time limits provided above, without a request for an extension of time, shall be deemed a waiver of such dispute without prejudice, or without precedent to the processing and/or resolution of like or similar disputes.

11.7 In order to encourage the resolution of disputes at Steps 1 and 2 of this Dispute Resolution Procedure, the parties agree that any settlements made during such steps, shall not be precedent setting.

11.8 The fees and expenses incurred by the arbitrator, as well as those jointly utilized by the parties (i.e. conference room, court reporter, etc.) in arbitration, shall be divided equally by the parties to the arbitration, including the Union(s) and Employer(s) involved, however in no circumstance will the Project Labor Coordinator or the County be assigned or assessed any such fees and expenses.

ARTICLE 12 JOINT ADMINISTRATIVE COMMITTEE

12.1 The Parties to this Agreement may establish a six (6) person Joint Administrative Committee (JAC). This JAC shall be comprised of three (3) representatives selected by the Council and three (3) representatives selected by the County, or its designated representative, to be chaired jointly by a representative of the County and the Council. Each representative shall designate an alternate who shall serve in his or her absence for any purpose contemplated by this Agreement.

12.2 The JAC shall meet at the call of either of the joint chairs to discuss the implementation and administration of the Agreement, the progress of the Covered Projects, general labor management problems that may arise, and any other matters consistent with this Agreement. A unanimous decision of the JAC shall be final and binding upon all Parties. However, the JAC shall have no authority to make determinations upon or to decide grievances arising under this Agreement.

12.3 A quorum will consist of at least two (2) County and two (2) signatory Union representatives. For voting purposes, only an equal number of County and signatory Union representatives present may constitute a voting quorum.

ARTICLE 13 JURISDICTIONAL DISPUTES

13.1 The assignment of work will be solely the responsibility of the Employer performing

the work involved and such work assignments will be in accordance with the Plan for the Settlement of Jurisdictional Disputes in the Construction Industry (the Plan) or any successor Plan.

13.2 All jurisdictional disputes on Covered Projects between or among the building and construction trades Unions and the Employers party to this Agreement, shall be settled and adjusted according to the present Plan established by the Building and Construction Trades Department or any other plan or method of procedure that may be adopted in the future by the Building and Construction Trades Department. Decisions rendered shall be final, binding and conclusive on the Employers and Unions party to this Agreement.

13.3 If a dispute arising under this Article involves the Southwest Regional Council of Carpenters or any of its subordinate bodies, an Arbitrator shall be chosen by the procedures specified in Article V, Section 5, of the Plan from a list composed of John Kagel, Thomas Angelo, Robert Hirsch, and Thomas Pagan, and the Arbitrator's hearing on the dispute shall be held at the offices of the Council within fourteen (14) days of the selection of the Arbitrator. All other procedures shall be as specified in the Plan.

13.4 All Jurisdictional Disputes shall be resolved without the occurrence of any strike, work stoppage, or slow-down of any nature and the Employer's assignment shall be adhered to until the dispute is resolved. Individuals violating this section shall be subject to immediate discharge.

ARTICLE 14 APPRENTICES

14.1 Importance of Training. The Parties recognize the need to maintain continuing support of the programs designed to develop adequate numbers of competent workers in the construction industry, the obligation to capitalize on the availability of the local work force in the area served by the County, and the opportunities to provide continuing work during the construction of the Covered Projects. To these ends, the Parties will facilitate, encourage, and assist Local Residents and Targeted Workers to commence and progress in Joint Labor/Management Apprenticeship and/or training programs in the construction industry leading to participation in apprenticeship programs. In accordance with Article 19, the County, the Project Labor Coordinator, other County Departments, and the Council, will work cooperatively to identify, or establish and maintain, effective programs and procedures for persons interested in entering the construction industry and which will help prepare them for the formal Joint Labor/Management Apprenticeship Programs maintained by the signatory Unions.

14.2 Use of Apprentices.

14.2.1 The Unions agree to cooperate with the Employer in furnishing Apprentices as requested up to the maximum percentage, as provided in Section 7.4.3. The County shall encourage such utilization, and, both as to Apprentices and the overall supply of skilled journeypersons, the Project Labor Coordinator and the Council will work to ensure appropriate and maximum utilization of Apprentices and the continuing availability of both Apprentices and Skilled Journeypersons.

14.2.2 All Apprentices shall work under the direct supervision of a Skilled Journeyperson from the trade in which the Apprentice is indentured. A Skilled Journeyperson shall be defined as set forth Section 7.8.2, above. Should a question arise as to a Skilled Journeyperson's qualification under this subsection, the Employer shall provide adequate proof evidencing the worker's qualification as a Skilled Journeyperson to the Project Labor Coordinator and the Council.

ARTICLE 15 MANAGEMENT RIGHTS

15.1 **Contractor and County Rights.** The contractors and the County have the sole and exclusive right and authority to oversee and manage construction operations on Project Work without any limitations unless expressly limited or required by the other Articles of this Agreement or an MLA. In addition to the following and other rights of the contractors enumerated in this Agreement, the contractors expressly reserve their management rights and all the rights conferred upon them by law. The contractor's rights include, but are not limited to, the right to:

- (a) Plan, direct and control operations of all work;
- (b) To be the sole judge of the qualifications, number and classification of employees required to perform work subject to this Agreement and thus to reject any applicant for employment and to hire, promote, transfer and layoff their own employees at their discretion, respectively, as deemed appropriate to satisfy work and/or skill requirements;
- (c) Promulgate and require all employees to observe reasonable job rules and security and safety regulations;
- (d) Discharge, suspend or discipline their own employees for just cause;
- (e) Utilize, in accordance with County approval, any work methods, procedures or techniques, and select, use and install any types or kinds of materials, apparatus or equipment, regardless of source of manufacture or construction; assign and schedule work at their discretion; and
- (f) Assign overtime, determine when it will be worked and the number and identity of employees engaged in such work, subject to such provisions in the applicable Schedule A(s) requiring such assignments be equalized or otherwise made in a non-discriminatory manner.

15.2 **Specific County Rights.** In addition to the following and other rights of the County enumerated in this Agreement, the County expressly reserves its management rights and all the rights conferred on it by law. The County's rights include but are not limited to the right to:

- (a) Inspect any construction site or facility to ensure that the contractor follows the applicable safety and other work requirements;

(b) Require contractors to establish a different work week or shift schedule for particular employees as required to meet the operational needs of the Project Work at a particular location or in order to accommodate any ongoing business at the Project site where operations may be continuing during periods of construction activity;

(c) At its sole option, terminate, delay and/or suspend any and all portions of the covered work at any time; prohibit some or all work on certain days or during certain hours of the day to accommodate any ongoing operations of the County at the Project site and/or to mitigate the effect of ongoing Project Work on businesses and residents in the neighborhood of the Project site; and/or require such other operational or schedule changes it deems necessary, in its sole judgment, to effectively maintain its primary operational mission at the Project site and remain a good neighbor to those in the area of its facilities. (In order to permit the contractors and unions to make appropriate scheduling plans, the County will provide the Project Labor Coordinator, and the affected contractor(s) and union(s) with reasonable notice of any changes it requires pursuant to this section; provided, however, that if notice is not provided in time to advise employees not to report for work, show-up pay shall be due pursuant to the provision of Section 9.6);

(d) Approve any work methods, procedures and techniques used by contractors whether or not these methods, procedures or techniques are part of industry practices or customs; and

(e) Investigate and process complaints, through its Project Labor Coordinator, in the matter set forth in Articles IV and XI.

15.3 Use of Materials. There should be no limitations or restriction by Union upon a contractor's choice of materials or design, nor, regardless of source or location, upon the full use and utilization, of equipment, machinery, packaging, precast, prefabricated, prefinished, or preassembled materials, tools or other labor saving devices, subject to the application of the State Public Contracts and Labor Codes as required by law in reference to offsite construction. Generally, the onsite installation or application of such items shall be performed by the craft having jurisdiction over such work. The County and its Project Labor Coordinator shall advise all contractors of, and enforce as appropriate, the off-site application of the prevailing wage law as it affects Project Work.

ARTICLE 16 SAFETY, PROTECTION OF PERSON AND PROPERTY

16.1 It shall be the responsibility of each Employer to ensure safe working conditions and employee compliance with any safety rules contained herein or established by the County, the State and the Employer. It is understood that the employees have an individual obligation to use diligent care to perform their work in a safe manner and to protect themselves and the property of the Employer and the County.

16.2 Unions and Employees shall be bound by the safety, security and visitor rules established by the Employer and the County. These rules will be published and posted in conspicuous places by the Employer throughout the work site. An employee's failure to satisfy his obligations under this Article will subject him to discipline, including discharge.

16.3 The Parties acknowledge that the County and Employer have a policy, which prohibits the use, sale, transfer, purchase and/or possession of a controlled substance, alcohol and/or firearms while on the County's premises.

16.4 The Parties to this Agreement adopt the Los Angeles/Orange Counties Building and Construction Trades Council Approved Drug and Alcohol Testing Policy, a copy of which is attached hereto as Attachment D and which shall be the policy and procedure utilized under this Agreement.

16.5 An Employer may suspend all or a portion of the job to protect the life and safety of employees. In such cases, employees will be compensated only for the actual time worked; provided, however, that where the Employer requests employees to remain at the site and be available for work, the employees will be compensated for stand-by time at their appropriate hourly rate of pay.

ARTICLE 17 SAVINGS CLAUSE

17.1 The Parties agree that in the event any Article, provision, clause, sentence or word of the Agreement is determined to be illegal or void as being in contravention of any applicable law, by a final court of competent jurisdiction, the remainder of the Agreement shall remain in full force and effect. The Parties further agree that if any Article, provision, clause, sentence or word of the Agreement is determined to be illegal or void, by a final court of competent jurisdiction, the Parties shall substitute, by mutual agreement, in its place and stead, an Article, provision, sentence or word which will meet the objections to its validity and which will be in accordance with the intent and purpose of the Article, provision, clause, sentence or word in question.

17.2 The Parties also agree that in the event that a decision of a court of competent jurisdiction materially alters the terms of the Agreement such that the intent of the Parties is defeated, then this entire Agreement shall be null and void.

17.3 If a court of competent jurisdiction determines that all or part of the Agreement is invalid and/or enjoins the County from complying with all or part of its provisions, no Employer or Union would be bound by the provisions of Article 4. The Unions and their members shall remain bound to Article 4 with respect to all Employers who remain bound to this Agreement, and no action taken by the Unions or their members shall disrupt the work of such Employer.

17.4 The provisions of this Agreement shall not be applicable where prohibited by Presidential Executive Order, Federal or State law, or where the application would be inconsistent with terms and conditions of a grant or a contract with the agency of the United States, State of California, or the instruction of an authorized representative of these agencies with respect to any grant or contract.

ARTICLE 18 PRE-JOB CONFERENCE

18.1 Each Employer will conduct a pre-job conference with the Unions not later than fourteen (14) calendar days prior to commencing work. The purpose of the conference will be to, among other things, determine craft manpower needs, schedule of work for the Covered Project

and project work rules and owner rules. The Council, the Project Labor Coordinator, and the County shall be advised not later than ten (10) calendar days in advance of all such conferences and may participate if they wish. All work assignments shall be disclosed by the prime contractor and all Employers at a pre-job conference. Should there be work within the scope of a Construction Contract for a Covered Project that was not previously discussed at the pre-job conference, or additional work be added to the scope of that project, the Employers performing such work will conduct a separate pre-job conference for such newly included work. Any Union in disagreement with the proposed assignment shall notify the Employer of its position in writing, with a copy to Project Labor Coordinator, within seven (7) calendar days thereafter. Within seven (7) calendar days after the period allowed for Union notices of disagreement with the Employer's proposed assignments, but prior to the commencement of any work, the Employer shall make final assignments in writing with copies to the Project Labor Coordinator. A final work assignment not disputed within ten (10) calendar days by any Union in accordance with the Plan for the Settlement of Jurisdictional Disputes in the Construction Industry shall be deemed accepted by each affected union and each benefit trust affiliated with such union and may not thereafter be disputed.

ARTICLE 19 WORK AND ECONOMIC OPPORTUNITY

19.1 The Parties recognize the proposed Covered Projects' economic opportunity and impact on County residents, businesses and the communities surrounding the proposed Covered Projects. The Parties are committed to working in partnership to create a skilled local workforce that is reflective of the population of the communities surrounding the proposed Covered Projects and within the County. Towards that end, the Parties agree to establish and implement a framework for Work and Economic Opportunity to maximize career opportunities for Local Residents and Targeted Workers, including those who have not previously qualified to be employed on construction projects, and to provide meaningful outreach, training and business opportunities for LSBE, DVBE AND SE employers to successfully work under this Agreement.

19.2 As coordinated by the Project Labor Coordinator and Jobs Coordinators, the Parties will work together with the County departments (including, but not limited to, the Workforce Development, Aging Community Services (WDACS); the Chief Executive Office (CEO) and the Department of Public Works (DPW); SEs; non-profits; veteran assistance organizations; and other community groups, who work with Targeted Worker populations, to conduct outreach and recruit a sufficient number of Local Residents and Targeted Workers who are interested in beginning a construction career. Such Local Residents and Targeted Workers will be assessed by the Project Labor Coordinator or Jobs Coordinator to determine their career readiness level and coordinate potential entrance into a local MC3 pre-apprenticeship program or, if a veteran or otherwise qualified, potential direct entry into a Joint Labor Management Apprenticeship Program, or, if appropriate to their level of skill and training, join the Union as a Skilled Journey person. The recruitment and outreach level of effort, including the quantity of Local Residents and Targeted Workers recruited, will fluctuate based on the Projects' hiring needs and schedule.

19.3 The Council and the Unions will work with the Project Labor Coordinator and Jobs Coordinators to identify and support local outreach events and programs designed to recruit and develop adequate numbers of qualified workers in the construction industry, to arrange for tours of their Joint Apprenticeship Committees and programs, and to provide contact information for all Union representatives signatory to this Agreement.

19.4 The Parties recognize the importance of providing direct assistance to Local Residents and Targeted Workers to help them overcome barriers to employment. Towards that end, if necessary, Local Residents and Targeted Workers will be referred by the Project Labor Coordinator or Jobs Coordinator to America's Job Centers of California (AJCC) or other community based organizations and SE firms or agencies that provide supportive services. The Project Labor Coordinator, in coordination with County, will monitor and report the outcomes of all referrals to employment support service providers. The Project Labor Coordinator, Jobs Coordinators, the Council, the County, and the involved employment support service providers will collaborate with the affected Employers and Unions to ensure that Union initiation, registration and enrollment fees, lack of PPE and tools are not a barrier to participation for Local Residents and Targeted Workers.

19.5 In order to create career pathways for Local Residents and Targeted Workers who may need additional training and preparation for a construction career, the Parties will partner with local pre-apprenticeship programs that are authorized by the Council to teach the Multi-Craft Core Curriculum (MC3). These existing pre-apprenticeship programs include, but are not limited to, Flintridge Center Apprenticeship Preparation Program, HireLAX Apprenticeship Readiness Program at Southwest College, Los Angeles Trade Technical College, Maxine Waters Employment Preparation Program, Women-In-Non-Traditional-Employment-Roles, YouthBuild, Antelope Valley College and Antelope Valley Youth Build. The Parties recognize the need to continue to develop pre-apprenticeship training programs to meet the significant demand for local skilled craft labor at each Covered Project location. Towards that end, the Parties will collaborate to determine and develop the optimal MC3 pre-apprenticeship training plan for each Project location.

19.6 After successful graduation from the MC3 pre-apprenticeship program, the Project Labor Coordinator and Jobs Coordinators will work together with the Employers and Unions to assist Local Residents and Targeted Workers with preferential entry into a Joint Labor/Management Apprenticeship Program and employment with an Employer performing work within the scope of a Construction Contract on a Covered Project. Both the Unions and Employers recognize the importance of increasing the supply of local skilled craft labor by assisting Local Residents and Targeted Workers start their construction careers on Covered Projects.

19.7 For Veterans, Local Residents and other Targeted Workers who have provable past experience and do not require additional training or assistance, the Unions agree to give them credit for provable past experience in their relevant craft or trade, including experience gained working for non-union contractors, in order to bring them directly into the Joint Labor/Management Apprenticeship Programs at a higher level, or as a Skilled Journeyman, if qualified. The Unions shall put on their rolls qualified bona fide Local Residents and Targeted Workers for work on Covered Projects.

19.8 The Project Labor Coordinator, with the assistance of the Council, the Unions and Employers, will produce detailed monthly reports to the County in accordance with the Local and Targeted Worker Hire Policy, including measurement of compliance with this Agreement for each Employer and the overall project achievement for Local and Targeted Worker Hiring, to measure the economic impact of the programs and policies established herein. The reports may be

produced, in part, by utilizing an online certified payroll reporting system if the County ultimately implements such a system.

19.9 The Project Labor Coordinator, with the assistance of the Council and the Unions, will produce detailed quarterly reports to the County on the progress in implementing the programs specified in this Article, including an evaluation of the successes and obstacles in the implementations of these provisions.

19.10 The Council and the Unions will, in coordination with the Project Labor Coordinator and Jobs Coordinators, participate in orientations at least twice per year for LSBE, DVBE and SE contractors regarding the CWA and the employee benefit trust funds.

19.11 The Council and Unions will support local events and programs designed to recruit, develop, educate and inform certified LSBE, DVBE and SE contractors seeking access and readiness to contract for work on Covered Projects. In order to attract and promote participation of LSBE, DVBE and SE contractors, the Unions will work with the Project Labor Coordinator to identify signatory contractors who are certified or may be qualified to become certified as a LSBE, DVBE or SE for outreach related to contracting opportunities on Covered Projects.

19.12 Women in Trades Advisory Council

19.12.1 The County and Council will establish and co-chair the Los Angeles County Women in Trades Advisory Council to provide a forum to engage in dialogue and recommendation development that will define and implement strategies to increase female recruitment, training, placement and retention.

19.12.2 The Building Construction and Trades Council Executive Secretary and County will each designate a co-chair of the Women in Trades Advisory Council and coordinate the participation of each signatory union and affiliated apprenticeship program with the assistance of the Project Labor Coordinator.

19.12.3 In order to increase the participation and retention of female craft workers, each signatory union shall use a good faith effort to establish a Tradeswomen Mentoring Program for their female apprentices and journeyman that provide support, mentoring and fosters a neutral, unbiased and supportive environment where female craft workers may express their thoughts and career objectives.

19.12.4 Members of the Tradeswomen Mentoring Program are encouraged to engage with female pre-apprentices through the network of apprenticeship readiness programs and youth organizations to facilitate support and access to apprenticeship.

19.13 LSBE, DVBE and SE Programs

19.13.1 The Parties recognize that the proposed Covered Projects are subject to the County's LSBE, DVBE and SE Preference Programs.

19.13.2 In order to encourage participation of certified LSBE, DVBE and SE businesses, the Parties agree that individual subcontracts awarded to certified LSBE, DVBE and SE businesses on Covered Projects with a subcontract value of \$50,000 or less will be entirely exempt from this Agreement. The aggregate value of all subcontracts falling under this exemption will not exceed one percent (1%) of the value of each Covered Project. Any subcontracts excluded from this Agreement pursuant to this Article shall not be subject to the terms of this Agreement, and the Unions and Council shall have no obligations to provide workers for or reporting of workers for work performed under any such excluded subcontracts.

19.13.3 No Union shall undertake any strike, work stoppage, or other action against a certified LSBE, DVBE or SE business performing work excluded pursuant to this Article, and the Parties expressly agree that any such work shall not be subject to trust fund contributions by application of this Agreement. This Agreement shall not limit the rights of Unions to seek to organize and to utilize legal and administrative remedies not precluded by this Agreement, according to applicable federal or state laws, to secure such rights.

ARTICLE 20 STEWARDS

20.1 Each Union shall have the right to designate one working craft employee as steward for each Employer employing such craft on the Covered Project. Such designated steward shall be a qualified workman assigned to a crew and shall perform the work of the craft. The steward shall not perform supervisory duties. Under no circumstances shall there be nonworking stewards. Stewards shall be permitted a reasonable amount of time during working hours to perform applicable Union duties related to the work being performed by the craft employees of his Employer and not to the work being performed by other Contractors/Employers or their employees.

20.2 Authorized representatives of the Union(s) shall have access to the Project, provided that such representatives fully comply with posted visitor, security, and safety rules, and provided that they do not unnecessarily interfere with the employees or cause them to neglect their work.

ARTICLE 21 TERM

21.1 The Agreement shall continue in full force and effect until all of the work within the scope of the Construction Contracts for the Covered Projects have been completed and accepted by the County, provided that the Covered Projects have been awarded by the Board within ten (10) years of the effective date of this Agreement. If a Covered Project has not been awarded by the Board prior to the expiration of ten (10) years from the effective date of this Agreement, the Agreement shall not apply. Should any Covered Project not be awarded within ten (10) years of the effective date of this Agreement, the County shall meet with the Unions at least ninety (90) days before the expiration date of this Agreement, to discuss extending this Agreement.

21.2 Construction of any phase, portion, section, or segment of work within the scope of a Construction Contract shall be deemed complete when such phase, portion, section or segment

has been turned over to the County by the Employer and the County has accepted such phase, portion, section, or segment. As areas and systems of the Covered Project are inspected and construction-tested and/or approved and accepted by the County or third parties with the approval of the County, the Agreement shall have no further force or effect on such items or areas, except when and if the Employer is directed by the County to engage in repairs or modifications required by its contract(s) with the County.

21.3 Notice of each final acceptance received by the Employer on a Covered Project will be available to the Project Labor Coordinator and the Council with the description of what portion, segment, etc. has been accepted. Final acceptance may be subject to a “punch” list, and in such case, the Agreement will continue to apply to each such item on the list until it is completed to the satisfaction of the County and Notice of Acceptance is given by the County or its representative to the Employer. At the request of the Union, complete information describing any “punch” list work, as well as any additional work required of an Employer at the direction of the County pursuant to Section 21.2 above, involving otherwise turned-over and completed facilities which have been accepted by the County, will be available from the Project Labor Coordinator.

ARTICLE 22 RESPONSIBILITY FOR COSTS

22.1 The County and the Unions shall each be responsible for their own legal costs including all attorneys' fees and associated disbursements that might accrue with regard to any legal challenge over the adoption by the County of this Agreement and related to claims directly challenging the legality of this Agreement, or a particular section of language that has been adopted herein.

ARTICLE 23 MISCELLANEOUS PROVISIONS

23.1 This Agreement shall be construed and interpreted both as to validity and to performance of the Parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Los Angeles, State of California, or any other appropriate court in such county.

23.2 Any notice, demand, request, document, consent, approval, or communication required by or to be given to County shall be sent to the office or individual designated by the County.

23.3 The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

23.4 The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other agreement to which said party is bound.

23.5 Any modification to this Agreement must be in writing and executed by all Parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year written below.

THE UNION OFFICIALS signing this Agreement warrant and represent that they are authorized to collectively bargain on behalf of the organizations whom they represent and the members of such organizations.

COUNTY OF LOS ANGELES

By: 
Sachi A. Hamai
Chief Executive Officer
County of Los Angeles


Date: 11/20/19

APPROVED AS TO FORM:


Michael Simon, Senior Deputy
County Counsel

Date: 9/3/2019

LOS ANGELES/ORANGE COUNTIES BUILDING AND CONSTRUCTION TRADES COUNCIL

By: 
Ron Miller
Executive Secretary
Los Angeles/Orange County Building
And Construction Trade Council

Date: 8-21-19

Union Signatory Page

Asbestos Heat & Frost Insulators (Local 5)

Boilermakers (Local 92)

Bricklayers & Allied Craftworkers (Local 4)

Cement Masons (Local 500)

Cement Masons (Local 600)

Electricians (Local 11)

Elevator Constructors (Local 18)

Gunite Workers (Local 345)

Iron Workers (Reinforced – Local 416)

Iron Workers (Structural – Local 433)

Laborers (Local 300)

Laborers (Local 1184)

District Council of Laborers

Laborers (Local 1309)

Operating Engineers (Local 12)

Operating Engineers (Local 12)

Operating Engineers (Local 12)

Painters & Allied Trades DC 36

Pipe Trades (Local 250)

Pipe Trades (Local 345)

Pipe Trades (Plumbers Local 78)

Pipe Trades (Plumbers/Fitters Local 761)

Pipe Trades (Sprinkler Fitters Local 709)

Pipe Trades (Road Sprinkler Local 669)

Plasterers (Local 200)

Plaster Tenders (Local 1414)

Roofers & Waterproofers (Local 36)

Sheet Metal Workers (Local 105)

Southwest Regional Council of Carpenters

Teamsters (Local 986)

Story Page
Eddy Pena

Oscar Davila on 7-24-19

John Long
Jack Almaraz

~~Michael Barton~~

Yusef Saeed
id Law

Rabiat Holzschuh
Hilmar T. Braun

Accepted for review

Antilope

Ronald J. Nifonki
+ Dan + Mary

Mark Barrett

Glenn Supton Cruz GT
Bar

Handwritten signature: *[Signature]*

[Signature]

7/25/10

~~Arth~~ & ~~Med~~

Stephen Aricks

EGB 7/29/19

ATTACHMENT A:
LETTER OF ASSENT
COMPANY LETTERHEAD

COUNTY OFFICIAL / OFFICE

PROJECT NAME: _____

Dear _____:

This is to certify that the undersigned Contractor/Subcontractor/Employer ("Employer") has read and understood the Community Workforce Agreement (CWA) entered into between the County of Los Angeles ("County") and the Los Angeles/Orange Counties Building and Construction Trades Council ("Council") and the craft unions and District Councils signing this Agreement dated _____. The undersigned Employer hereby agrees to comply with all of the terms and conditions of the aforementioned duly signed CWA.

The undersigned Employer acknowledges that compliance with the provisions of Article 7 relating to Local Residents, Targeted Workers, Workforce Referral and Development and Apprenticeship Participation are of particular importance.

It is understood that the signing of this Letter of Assent shall be as binding on the undersigned Employer as though the Employer had signed the CWA and Employer shall require all its subcontractors, of whatever tier, to become similarly bound for all work within the scope of this CWA.

This Letter of Assent shall become effective and binding upon the undersigned Employer as of below date of execution and shall remain in full force and effect until the completion of the above stated project.

Sincerely,

(Name of Construction Company)

By: _____
(Name and Title of Authorized Executive)

Date: _____

(Contractor's State License No.)

(Project Name)

ATTACHMENT B: APPLICABLE UNION MASTER LABOR AGREEMENTS

1. Southern California Chapter, Western Insulation Contractors Association and Local No. 5, International Association of Heat and Frost Insulators and Allied Workers Master Labor Agreement, Effective June 30, 2014 – July 2, 2017.
2. Western States Articles of Agreement Between the International Brotherhood of Boilermakers, Iron Ship Builders, Blacksmiths, Forgers and Helpers AFL-CIO and the Signatory Contractors, Effective October 1, 2014 Terminating September 30, 2017.
3. The Executive Council of the Mason Contractors Exchange of Southern California, Inc. and Bricklayers and Allied Craftworkers Local #4, California, Effective May 1, 2016 to April 30, 2021.
4. Master Labor Agreement between Southern California General Contractors and Eleven Southern California Counties Cement Masons, Effective July 1, 2014 thru June 30, 2017.
5. Southern California Master Labor Agreement between Southern California General Contractors and The Southern California District Council of Laborers, Effective July 1, 2015 to June 30, 2018.

Tunnel Master Agreement between Associated General Contractors of California, Inc. and Southern California District Council of Laborers Affiliated with the Laborers' International Union of North America, AFL-CIO, Effective July 1, 2015 to June 30, 2018.

6. Inside Wireman's Agreement between Local Union 11 International Brotherhood of Electrical Workers and Los Angeles County Chapter National Electrical Contractors Association, Effective July 1, 2014 to June 30, 2019.

Southern California 9th District Sound & Communications Agreement Addendum No. 1 to the 9th District Sound & Communications Agreement by and Between International Brotherhood of Electrical Workers and National Electrical Contractors Association December 1, 2014 to November 30, 2019.

Intelligent Transportation Systems Agreement between Local Union 11 International Brotherhood of Electrical Workers and Los Angeles County Chapter National Electrical Workers and Los Angeles County Chapter National Electrical Contractors Association 2014-2019.

7. National Elevator Bargaining Association Agreement with International Union of Elevator Constructors, Effective July 9, 2012 to July 8, 2017.
8. Gunitite/Shotcrete Commercial Agreement by and between Gunitite and/or Shotcrete Contractors and The Southern California District Council of Laborers and its Affiliate Gunitite Local #345, Effective July 1, 2015 to June 30, 2019.
9. District Council of Iron Workers of the State of California and vicinity and its Locals 416 and 433 and the Western Steel Council et al., Effective June 10, 2014 to June 30, 2017.
10. Master Labor Agreement between Southern California Contractors Association, Inc. and International Union of Operating Engineers Local Union No. 12, Effective July 1, 2016 to June 30, 2019.

11. Master Labor Agreement between Painters and Allied Trades District Council No. 36 and the Los Angeles Paint & Finishing Contractors Association et al., Effective July 1, 2016 thru June 30, 2019.

Southern California Drywall Finishers Joint Agreement between Painters and Allied Trades District Council No. 36 and the Western Wall & Ceiling Contractors Association, Effective October 1, 2016 thru September 30, 2020.

Master Labor Agreement between Painters and Allied Trades District Council No. 36 on behalf of Glaziers, Architectural Metal and Glass Workers Local Union No. 636 and Individual Contractors, Effective January 1, 2014 thru May 31, 2017.

Master Labor Agreement between Floor Covering Association of Southern California, Inc. and Painters and Allied Trades District Council No. 36 of the International Union of Painters and Allied Trades AFL-CIO-CLC on behalf of Resilient Floor and Decorative Covering Local Union No. 1247, Effective May 1, 2016 and April 30, 2019.

12. Master Agreement for the Plumbing and Piping Industry of Southern California between California Plumbing and Mechanical Contractors Association and Southern California Pipe Trades District Council No. 16 of the United Association, Effective July 1, 2014 thru June 30, 2018.

13. Agreement between National Fire Sprinkler Association, Inc. and Sprinkler Fitters Local Union No. 709, Los Angeles, California, of the United Association of Journeymen and Apprentices of the Plumbing and Pipe Fitting Industry of the United States and Canada, Effective September 1, 2014 thru August 31, 2017.

14. Labor Agreement between Western Walls & Ceiling Contractors Association, Inc. California Plastering Conference and Operative Plasterers' and Cement Masons' International Association, AFL-CIO Local Union 200, Effective August 6, 2014 through July 31, 2018.

15. Plaster Tenders' Master Agreement between Western Wall and Ceiling Contractors Association, Inc. and Southern California District Council of Laborers and its affiliated Plaster Tenders of Southern California Local Union 1414, Effective August 6, 2017 thru August 7, 2018.

16. Master Labor Agreement by and between Local #36 and 220 of the United Union of Roofers, Waterproofers and Allied Workers and the Individual Roofing Contractors and Others, Effective August 1, 2015 to July 31, 2020, Inclusive.

17. Collective Bargaining Agreement between International Association of Sheet Metal, Air, Rail and Transportation Workers Local Union No. 105 & SMACNA Los Angeles & Orange Empire SMACNA, Effective July 1, 2015 to June 30, 2020.

18. Southern California Master Labor Agreement between Southern California General Contractors and Teamsters Joint Council #42 and Teamsters Local Union #87, Effective July 1, 2016 and June 30, 2019.

19. Southern California Master Labor Agreement Between United General Contractors, Inc. and the Southern Regional Council of Carpenters and Local Unions in the Twelve Southern California Counties and Nevada affiliated with the United Brotherhood of Carpenters and Joiners of America, Effective July 1, 2016 until June 30, 2020.

ATTACHMENT C

Los Angeles County Major Capital Projects Craft Request Form

Project: **Harbor UCLA**

The County of Los Angeles' Community Workforce Agreement establishes for projects with a total budget greater than \$2.5 million, with the exception of affordable housing projects, there shall be a *mandatory* hiring goal of at least 30% California Construction Labor Hours performed by either Tier 1 or Tier 2 Qualified Local Residents and at least 10% of California Construction Labor Hours on the project performed by those classified as a Targeted Worker. California Construction Labor Hours is defined as all craft worker hours performed on the project by California residents, excluding the hours performed off site metal fabricators, designers, project office staff, or vendors. Hours worked by a Targeted Worker who is also a Tier 1 or Tier 2 Qualified Local Resident may be applied towards the 30% goal.

C O N T R A C T O R U S E O N L Y

Please complete and fax or email this form to the applicable union to request craft workers that fulfill the hiring requirements for this project. After faxing your request, please call the Local to verify receipt and substantiate their capacity to furnish workers as specified below. Please print your Fax or Email Transmission Verification Reports and keep copies for your records.

TO:	Local Union #	
	Email	
	Fax	

CC:	Project Labor Coordinator	
	Email	
	Fax	

FROM:	Contractor	
	Issued by	
	Email	
	Phone	
	Fax	

UNION CRAFT WORKER REQUEST:

Craft Classification	Journeyman or Apprentice	Tier 1 & Tier 2	Targeted Workers	No. of Workers Requested
	<input type="checkbox"/> JM <input type="checkbox"/> APP	*	**	
	<input type="checkbox"/> JM <input type="checkbox"/> APP	*	**	
	<input type="checkbox"/> JM <input type="checkbox"/> APP	*	**	
	<input type="checkbox"/> JM <input type="checkbox"/> APP	*	**	
	<input type="checkbox"/> JM <input type="checkbox"/> APP	*	**	
Total Number of Workers Requested:				

In accordance with the PLA, Article 7, Referral, we are requesting the union:

- * Please provide workers from Tier 1. If the supply of available Tier 1 workers has been exhausted, please provide workers from Tier 2, if available.
- ** Please provide targeted workers, if available.

WORKER REPORTING INSTRUCTIONS:

Reporting Date:	
Reporting Time:	
Project Name:	
Project Location:	
Reporting To:	
On Site Phone:	
Special Instructions:	

ATTACHMENT C

Los Angeles County Major Capital Projects Craft Request Form

Project: **Harbor UCLA**

U N I O N U S E O N L Y

Please complete the "Union Use Only" section and fax or email both pages to the requesting Contractor and Project Labor Coordinator.

Date Dispatch Received:							
Dispatch Received by:							
Date Worker(s) Dispatched:							
Name:	Helmets to Hardhats	JM or App	Tier 1 Worker? *	Tier 2 Worker? *	Zip Code	Targeted Worker?	Targeted Category**
	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> JM <input type="checkbox"/> APP	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No		<input type="checkbox"/> Yes <input type="checkbox"/> No	
	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> JM <input type="checkbox"/> APP	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No		<input type="checkbox"/> Yes <input type="checkbox"/> No	
	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> JM <input type="checkbox"/> APP	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No		<input type="checkbox"/> Yes <input type="checkbox"/> No	
	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> JM <input type="checkbox"/> APP	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No		<input type="checkbox"/> Yes <input type="checkbox"/> No	
	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> JM <input type="checkbox"/> APP	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No		<input type="checkbox"/> Yes <input type="checkbox"/> No	
	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> JM <input type="checkbox"/> APP	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No		<input type="checkbox"/> Yes <input type="checkbox"/> No	

* PLEASE NOTE: By marking the "No" box for either the "Tier 1 Available" or "Tier 2 Available" categories you are certifying, on behalf of the Union, that the Union has exhausted all reasonable efforts to locate and dispatch such Tier 1 or Tier 2 worker.

** Please indicate number of the Targeted Worker category (1 through 14, as shown below). You may indicate multiple categories per worker.

Tier 1:

90061	90220	90221	90247	90501	90731	90744	90806	90810	90813
-------	-------	-------	-------	-------	-------	-------	-------	-------	-------

Tier 2:

90001	90002	90003	90004	90005	90006	90007	90008	90010	90011
90012	90013	90014	90015	90016	90017	90018	90019	90020	90021
90022	90023	90026	90028	90029	90031	90032	90033	90034	90035
90036	90037	90038	90040	90042	90043	90044	90047	90057	90058
90059	90062	90063	90065	90071	90201	90222	90242	90255	90262
90270	90280	90301	90302	90303	90304	90601	90602	90630	90640
90660	90706	90715	90716	90723	90802	90804	90805	91001	91103
91204	91205	91303	91306	91321	91324	91331	91340	91342	91343
91352	91401	91402	91405	91406	91411	91502	91601	91605	91606
91702	91706	91731	91732	91733	91755	91766	91767	91768	91770
91776	93534	93535	93550	93591					

A **Targeted Worker** is an individual who is both a County resident and who faces **one or more** of the following barriers to employment:

1. Has a documented annual income at or below 100% of the Federal Poverty Level
2. Has no high school diploma or GED
3. Has a history of involvement with the criminal justice system
4. Is experiencing protracted unemployment (receiving unemployment benefits for at least 6 months)
5. Is a current recipient of government cash or food assistance benefits
6. Is homeless or has been homeless within the last year
7. Is a custodial single parent
8. Is a former foster youth
9. Is a veteran or is the eligible spouse of a veteran of the United States armed forces under Section 2(a) of the Jobs for Veterans Act (38 U.S.C.4215[a])
10. Is an eligible migrant and seasonal farm worker
11. Is currently an English language learner
12. Is an older individual (55+)
13. Is disabled
14. Is an individual with a low level of literacy

[This form is not intended to replace a Union's Dispatch or Referral Form normally given to the employee when being dispatched to the jobsite.]

ATTACHMENT C

Los Angeles County Major Capital Projects Craft Request Form

Project: **Mental Health Treatment Center**

The County of Los Angeles' Community Workforce Agreement establishes for projects with a total budget greater than \$2.5 million, with the exception of affordable housing projects, there shall be a *mandatory* hiring goal of at least 30% California Construction Labor Hours performed by either Tier 1 or Tier 2 Qualified Local Residents and at least 10% of California Construction Labor Hours on the project performed by those classified as a Targeted Worker. California Construction Labor Hours is defined as all craft worker hours performed on the project by California residents, excluding the hours performed off site metal fabricators, designers, project office staff, or vendors. Hours worked by a Targeted Worker who is also a Tier 1 or Tier 2 Qualified Local Resident may be applied towards the 30% goal.

C O N T R A C T O R U S E O N L Y

Please complete and fax or email this form to the applicable union to request craft workers that fulfill the hiring requirements for this project. After faxing your request, please call the Local to verify receipt and substantiate their capacity to furnish workers as specified below. Please print your Fax or Email Transmission Verification Reports and keep copies for your records.

TO:	Local Union #	
	Email	
	Fax	

CC:	Project Labor Coordinator	
	Email	
	Fax	

FROM:	Contractor	
	Issued by	
	Email	
	Phone	
	Fax	

UNION CRAFT WORKER REQUEST:

Craft Classification	Journeyman or Apprentice	Tier 1 & Tier 2	Targeted Workers	No. of Workers Requested
	<input type="checkbox"/> JM <input type="checkbox"/> APP	*	**	
	<input type="checkbox"/> JM <input type="checkbox"/> APP	*	**	
	<input type="checkbox"/> JM <input type="checkbox"/> APP	*	**	
	<input type="checkbox"/> JM <input type="checkbox"/> APP	*	**	
	<input type="checkbox"/> JM <input type="checkbox"/> APP	*	**	
Total Number of Workers Requested:				

In accordance with the PLA, Article 7, Referral, we are requesting the union:

- * Please provide workers from Tier 1. If the supply of available Tier 1 workers has been exhausted, please provide workers from Tier 2, if available.
- ** Please provide targeted workers, if available.

WORKER REPORTING INSTRUCTIONS:

Reporting Date:	
Reporting Time:	
Project Name:	
Project Location:	
Reporting To:	
On Site Phone:	
Special Instructions:	

ATTACHMENT C

Los Angeles County Major Capital Projects Craft Request Form

Project: **Mental Health Treatment Center**

U N I O N U S E O N L Y

Please complete the "Union Use Only" section and fax or email both pages to the requesting Contractor and Project Labor Coordinator.

Date Dispatch Received:	
Dispatch Received by:	

Date Worker(s) Dispatched:							
Name:	Helmets to Hardhats	JM or App	Tier 1 Worker? *	Tier 2 Worker? *	Zip Code	Targeted Worker?	Targeted Category**
	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> JM <input type="checkbox"/> APP	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No		<input type="checkbox"/> Yes <input type="checkbox"/> No	
	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> JM <input type="checkbox"/> APP	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No		<input type="checkbox"/> Yes <input type="checkbox"/> No	
	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> JM <input type="checkbox"/> APP	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No		<input type="checkbox"/> Yes <input type="checkbox"/> No	
	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> JM <input type="checkbox"/> APP	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No		<input type="checkbox"/> Yes <input type="checkbox"/> No	
	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> JM <input type="checkbox"/> APP	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No		<input type="checkbox"/> Yes <input type="checkbox"/> No	
	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> JM <input type="checkbox"/> APP	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No		<input type="checkbox"/> Yes <input type="checkbox"/> No	

* PLEASE NOTE: By marking the "No" box for either the "Tier 1 Available" or "Tier 2 Available" categories you are certifying, on behalf of the Union, that the Union has exhausted all reasonable efforts to locate and dispatch such Tier 1 or Tier 2 worker.

** Please indicate number of the Targeted Worker category (1 through 14, as shown below). You may indicate multiple categories per worker.

Tier 1:

90001	90004	90005	90006	90007	90010	90011	90012	90013	90014
90015	90017	90018	90019	90020	90021	90022	90023	90026	90029
90031	90032	90033	90037	90038	90040				

Tier 2:

90002	90003	90008	90016	90028	90034	90035	90036	90042	90043
90044	90047	90057	90058	90059	90061	90062	90063	90065	90071
90201	90220	90221	90222	90242	90247	90255	90262	90270	90280
90301	90302	90303	90304	90501	90601	90602	90630	90640	90660
90706	90715	90716	90723	90731	90744	90802	90804	90805	90806
90810	90813	91001	91103	91204	91205	91303	91306	91321	91324
91331	91340	91342	91343	91352	91401	91402	91405	91406	91411
91502	91601	91605	91606	91702	91706	91731	91732	91733	91755
91766	91767	91768	91770	91776	93534	93535	93550	93591	

A **Targeted Worker** is an individual who is both a County resident and who faces **one or more** of the following barriers to employment:

1. Has a documented annual income at or below 100% of the Federal Poverty Level
2. Has no high school diploma or GED
3. Has a history of involvement with the criminal justice system
4. Is experiencing protracted unemployment (receiving unemployment benefits for at least 6 months)
5. Is a current recipient of government cash or food assistance benefits
6. Is homeless or has been homeless within the last year
7. Is a custodial single parent
8. Is a former foster youth
9. Is a veteran or is the eligible spouse of a veteran of the United States armed forces under Section 2(a) of the Jobs for Veterans Act (38 U.S.C.4215[a])
10. Is an eligible migrant and seasonal farm worker
11. Is currently an English language learner
12. Is an older individual (55+)
13. Is disabled
14. Is an individual with a low level of literacy

[This form is not intended to replace a Union's Dispatch or Referral Form normally given to the employee when being dispatched to the jobsite.]

ATTACHMENT C

Los Angeles County Major Capital Projects Craft Request Form

Project: **Martin Luther King Jr. Medical Campus**

The County of Los Angeles' Community Workforce Agreement establishes for projects with a total budget greater than \$2.5 million, with the exception of affordable housing projects, there shall be a *mandatory* hiring goal of at least 30% California Construction Labor Hours performed by either Tier 1 or Tier 2 Qualified Local Residents and at least 10% of California Construction Labor Hours on the project performed by those classified as a Targeted Worker. California Construction Labor Hours is defined as all craft worker hours performed on the project by California residents, excluding the hours performed off site metal fabricators, designers, project office staff, or vendors. Hours worked by a Targeted Worker who is also a Tier 1 or Tier 2 Qualified Local Resident may be applied towards the 30% goal.

C O N T R A C T O R U S E O N L Y

Please complete and fax or email this form to the applicable union to request craft workers that fulfill the hiring requirements for this project. After faxing your request, please call the Local to verify receipt and substantiate their capacity to furnish workers as specified below. Please print your Fax or Email Transmission Verification Reports and keep copies for your records.

TO:	Local Union #	
	Email	
	Fax	

CC:	Project Labor Coordinator	
	Email	
	Fax	

FROM:	Contractor	
	Issued by	
	Email	
	Phone	
	Fax	

UNION CRAFT WORKER REQUEST:

Craft Classification	Journeyman or Apprentice	Tier 1 & Tier 2	Targeted Workers	No. of Workers Requested
	<input type="checkbox"/> JM <input type="checkbox"/> APP	*	**	
	<input type="checkbox"/> JM <input type="checkbox"/> APP	*	**	
	<input type="checkbox"/> JM <input type="checkbox"/> APP	*	**	
	<input type="checkbox"/> JM <input type="checkbox"/> APP	*	**	
	<input type="checkbox"/> JM <input type="checkbox"/> APP	*	**	
Total Number of Workers Requested:				

In accordance with the PLA, Article 7, Referral, we are requesting the union:

- * Please provide workers from Tier 1. If the supply of available Tier 1 workers has been exhausted, please provide workers from Tier 2, if available.
- ** Please provide targeted workers, if available.

WORKER REPORTING INSTRUCTIONS:

Reporting Date:	
Reporting Time:	
Project Name:	
Project Location:	
Reporting To:	
On Site Phone:	
Special Instructions:	

ATTACHMENT C

Los Angeles County Major Capital Projects Craft Request Form

Project: **Martin Luther King Jr. Medical Campus**

U N I O N U S E O N L Y

Please complete the "Union Use Only" section and fax or email both pages to the requesting Contractor and Project Labor Coordinator.

Date Dispatch Received:	
Dispatch Received by:	

Date Worker(s) Dispatched:							
Name:	Helmets to Hardhats	JM or App	Tier 1 Worker? *	Tier 2 Worker? *	Zip Code	Targeted Worker?	Targeted Category**
	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> JM <input type="checkbox"/> APP	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No		<input type="checkbox"/> Yes <input type="checkbox"/> No	
	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> JM <input type="checkbox"/> APP	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No		<input type="checkbox"/> Yes <input type="checkbox"/> No	
	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> JM <input type="checkbox"/> APP	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No		<input type="checkbox"/> Yes <input type="checkbox"/> No	
	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> JM <input type="checkbox"/> APP	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No		<input type="checkbox"/> Yes <input type="checkbox"/> No	
	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> JM <input type="checkbox"/> APP	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No		<input type="checkbox"/> Yes <input type="checkbox"/> No	
	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> JM <input type="checkbox"/> APP	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No		<input type="checkbox"/> Yes <input type="checkbox"/> No	

* PLEASE NOTE: By marking the "No" box for either the "Tier 1 Available" or "Tier 2 Available" categories you are certifying, on behalf of the Union, that the Union has exhausted all reasonable efforts to locate and dispatch such Tier 1 or Tier 2 worker.

** Please indicate number of the Targeted Worker category (1 through 14, as shown below). You may indicate multiple categories per worker.

Tier 1:

90001	90002	90003	90011	90037	90047	90058	90059	90061	90201
90220	90221	90222	90242	90247	90255	90262	90270	90280	90303
90723	90805								

Tier 2:

90004	90005	90006	90007	90008	90010	90012	90013	90014	90015
90016	90017	90018	90019	90020	90021	90022	90023	90026	90028
90029	90031	90032	90033	90034	90035	90036	90038	90040	90042
90043	90057	90062	90063	90065	90071	90301	90302	90304	90501
90601	90602	90630	90640	90660	90706	90715	90716	90731	90744
90802	90804	90806	90810	90813	91001	91103	91204	91205	91303
91306	91321	91324	91331	91340	91342	91343	91352	91401	91402
91405	91406	91411	91502	91601	91605	91606	91702	91706	91731
91732	91733	91755	91766	91767	91768	91770	91776	93534	93535
93550	93591								

A **Targeted Worker** is an individual who is both a County resident and who faces **one or more** of the following barriers to employment:

1. Has a documented annual income at or below 100% of the Federal Poverty Level
2. Has no high school diploma or GED
3. Has a history of involvement with the criminal justice system
4. Is experiencing protracted unemployment (receiving unemployment benefits for at least 6 months)
5. Is a current recipient of government cash or food assistance benefits
6. Is homeless or has been homeless within the last year
7. Is a custodial single parent
8. Is a former foster youth
9. Is a veteran or is the eligible spouse of a veteran of the United States armed forces under Section 2(a) of the Jobs for Veterans Act (38 U.S.C.4215[a])
10. Is an eligible migrant and seasonal farm worker
11. Is currently an English language learner
12. Is an older individual (55+)
13. Is disabled
14. Is an individual with a low level of literacy

[This form is not intended to replace a Union's Dispatch or Referral Form normally given to the employee when being dispatched to the jobsite.]

ATTACHMENT C

Los Angeles County Major Capital Projects Craft Request Form

Project: **Rancho Los Amigos South Campus**

The County of Los Angeles' Community Workforce Agreement establishes for projects with a total budget greater than \$2.5 million, with the exception of affordable housing projects, there shall be a *mandatory* hiring goal of at least 30% California Construction Labor Hours performed by either Tier 1 or Tier 2 Qualified Local Residents and at least 10% of California Construction Labor Hours on the project performed by those classified as a Targeted Worker. California Construction Labor Hours is defined as all craft worker hours performed on the project by California residents, excluding the hours performed off site metal fabricators, designers, project office staff, or vendors. Hours worked by a Targeted Worker who is also a Tier 1 or Tier 2 Qualified Local Resident may be applied towards the 30% goal.

C O N T R A C T O R U S E O N L Y

Please complete and fax or email this form to the applicable union to request craft workers that fulfill the hiring requirements for this project. After faxing your request, please call the Local to verify receipt and substantiate their capacity to furnish workers as specified below. Please print your Fax or Email Transmission Verification Reports and keep copies for your records.

TO:	Local Union #	
	Email	
	Fax	

CC:	Project Labor Coordinator	
	Email	
	Fax	

FROM:	Contractor	
	Issued by	
	Email	
	Phone	
	Fax	

UNION CRAFT WORKER REQUEST:

Craft Classification	Journeyman or Apprentice	Tier 1 & Tier 2	Targeted Workers	No. of Workers Requested
	<input type="checkbox"/> JM <input type="checkbox"/> APP	*	**	
	<input type="checkbox"/> JM <input type="checkbox"/> APP	*	**	
	<input type="checkbox"/> JM <input type="checkbox"/> APP	*	**	
	<input type="checkbox"/> JM <input type="checkbox"/> APP	*	**	
	<input type="checkbox"/> JM <input type="checkbox"/> APP	*	**	
Total Number of Workers Requested:				

In accordance with the PLA, Article 7, Referral, we are requesting the union:

- * Please provide workers from Tier 1. If the supply of available Tier 1 workers has been exhausted, please provide workers from Tier 2, if available.
- ** Please provide targeted workers, if available.

WORKER REPORTING INSTRUCTIONS:

Reporting Date:	
Reporting Time:	
Project Name:	
Project Location:	
Reporting To:	
On Site Phone:	
Special Instructions:	

ATTACHMENT C

Los Angeles County Major Capital Projects Craft Request Form

Project: **Rancho Los Amigos South Campus**

U N I O N U S E O N L Y

Please complete the "Union Use Only" section and fax or email both pages to the requesting Contractor and Project Labor Coordinator.

Date Dispatch Received:	
Dispatch Received by:	

Date Worker(s) Dispatched:							
Name:	Helmets to Hardhats	JM or App	Tier 1 Worker? *	Tier 2 Worker? *	Zip Code	Targeted Worker?	Targeted Category**
	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> JM <input type="checkbox"/> APP	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No		<input type="checkbox"/> Yes <input type="checkbox"/> No	
	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> JM <input type="checkbox"/> APP	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No		<input type="checkbox"/> Yes <input type="checkbox"/> No	
	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> JM <input type="checkbox"/> APP	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No		<input type="checkbox"/> Yes <input type="checkbox"/> No	
	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> JM <input type="checkbox"/> APP	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No		<input type="checkbox"/> Yes <input type="checkbox"/> No	
	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> JM <input type="checkbox"/> APP	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No		<input type="checkbox"/> Yes <input type="checkbox"/> No	
	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> JM <input type="checkbox"/> APP	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No		<input type="checkbox"/> Yes <input type="checkbox"/> No	

* PLEASE NOTE: By marking the "No" box for either the "Tier 1 Available" or "Tier 2 Available" categories you are certifying, on behalf of the Union, that the Union has exhausted all reasonable efforts to locate and dispatch such Tier 1 or Tier 2 worker.

** Please indicate number of the Targeted Worker category (1 through 14, as shown below). You may indicate multiple categories per worker.

Tier 1:

90001	90002	90023	90040	90058	90059	90201	90220	90221	90222
90242	90255	90262	90270	90280	90640	90660	90706	90723	90805

Tier 2:

90003	90004	90005	90006	90007	90008	90010	90011	9012	90013
90014	90015	90016	90017	90018	90019	90020	90021	90022	90026
90028	90029	90031	90032	90033	90034	90035	90036	90037	90038
90042	90043	90044	90047	90057	90061	90062	90063	90065	90071
90247	90301	90302	90303	90304	90501	90601	90602	90630	90715
90716	90731	90744	90802	90804	90806	90810	90813	91001	91103
91204	91205	91303	91306	91321	91324	91331	91340	91342	91343
91352	91401	91402	91405	91406	91411	91502	91601	91605	91606
91702	91706	91731	91732	91733					

A **Targeted Worker** is an individual who is both a County resident and who faces **one or more** of the following barriers to employment:

1. Has a documented annual income at or below 100% of the Federal Poverty Level
2. Has no high school diploma or GED
3. Has a history of involvement with the criminal justice system
4. Is experiencing protracted unemployment (receiving unemployment benefits for at least 6 months)
5. Is a current recipient of government cash or food assistance benefits
6. Is homeless or has been homeless within the last year
7. Is a custodial single parent
8. Is a former foster youth
9. Is a veteran or is the eligible spouse of a veteran of the United States armed forces under Section 2(a) of the Jobs for Veterans Act (38 U.S.C.4215[a])
10. Is an eligible migrant and seasonal farm worker
11. Is currently an English language learner
12. Is an older individual (55+)
13. Is disabled
14. Is an individual with a low level of literacy

[This form is not intended to replace a Union's Dispatch or Referral Form normally given to the employee when being dispatched to the jobsite.]

ATTACHMENT C

Los Angeles County Major Capital Projects Craft Request Form

Project: **Mira Loma Women's Detention Center**

The County of Los Angeles' Community Workforce Agreement establishes for projects with a total budget greater than \$2.5 million, with the exception of affordable housing projects, there shall be a *mandatory* hiring goal of at least 30% California Construction Labor Hours performed by either Tier 1 or Tier 2 Qualified Local Residents and at least 10% of California Construction Labor Hours on the project performed by those classified as a Targeted Worker. California Construction Labor Hours is defined as all craft worker hours performed on the project by California residents, excluding the hours performed off site metal fabricators, designers, project office staff, or vendors. Hours worked by a Targeted Worker who is also a Tier 1 or Tier 2 Qualified Local Resident may be applied towards the 30% goal.

C O N T R A C T O R U S E O N L Y

Please complete and fax or email this form to the applicable union to request craft workers that fulfill the hiring requirements for this project. After faxing your request, please call the Local to verify receipt and substantiate their capacity to furnish workers as specified below. Please print your Fax or Email Transmission Verification Reports and keep copies for your records.

TO:	Local Union #	
	Email	
	Fax	

CC:	Project Labor Coordinator	
	Email	
	Fax	

FROM:	Contractor	
	Issued by	
	Email	
	Phone	
	Fax	

UNION CRAFT WORKER REQUEST:

Craft Classification	Journeyman or Apprentice	Tier 1 & Tier 2	Targeted Workers	No. of Workers Requested
	<input type="checkbox"/> JM <input type="checkbox"/> APP	*	**	
	<input type="checkbox"/> JM <input type="checkbox"/> APP	*	**	
	<input type="checkbox"/> JM <input type="checkbox"/> APP	*	**	
	<input type="checkbox"/> JM <input type="checkbox"/> APP	*	**	
	<input type="checkbox"/> JM <input type="checkbox"/> APP	*	**	
Total Number of Workers Requested:				

In accordance with the PLA, Article 7, Referral, we are requesting the union:

- * Please provide workers from Tier 1. If the supply of available Tier 1 workers has been exhausted, please provide workers from Tier 2, if available.
- ** Please provide targeted workers, if available.

WORKER REPORTING INSTRUCTIONS:

Reporting Date:	
Reporting Time:	
Project Name:	
Project Location:	
Reporting To:	
On Site Phone:	
Special Instructions:	

ATTACHMENT C

Los Angeles County Major Capital Projects Craft Request Form

Project: **Mira Loma Women's Detention Center**

U N I O N U S E O N L Y

Please complete the "Union Use Only" section and fax or email both pages to the requesting Contractor and Project Labor Coordinator.

Date Dispatch Received:	
Dispatch Received by:	

Date Worker(s) Dispatched:	Helmets to Hardhats	JM or App	Tier 1 Worker? *	Tier 2 Worker? *	Zip Code	Targeted Worker?	Targeted Category**
Name:	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> JM <input type="checkbox"/> APP	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No		<input type="checkbox"/> Yes <input type="checkbox"/> No	
	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> JM <input type="checkbox"/> APP	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No		<input type="checkbox"/> Yes <input type="checkbox"/> No	
	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> JM <input type="checkbox"/> APP	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No		<input type="checkbox"/> Yes <input type="checkbox"/> No	
	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> JM <input type="checkbox"/> APP	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No		<input type="checkbox"/> Yes <input type="checkbox"/> No	
	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> JM <input type="checkbox"/> APP	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No		<input type="checkbox"/> Yes <input type="checkbox"/> No	
	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> JM <input type="checkbox"/> APP	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No		<input type="checkbox"/> Yes <input type="checkbox"/> No	

* PLEASE NOTE: By marking the "No" box for either the "Tier 1 Available" or "Tier 2 Available" categories you are certifying, on behalf of the Union, that the Union has exhausted all reasonable efforts to locate and dispatch such Tier 1 or Tier 2 worker.

** Please indicate number of the Targeted Worker category (1 through 14, as shown below). You may indicate multiple categories per worker.

Tier 1:

93534	
-------	--

Tier 2:

90019	90020	90021	90022	90023	90026	90028	90029	90031	90032
90033	90034	90035	90036	90037	90038	90040	90042	90043	90044
90047	90057	90058	90059	90061	90062	90063	90065	90071	90201
90220	90221	90242	90247	90255	90262	90270	90280	90301	90302
90303	90304	90501	90601	90602	90630	90640	90660	90706	90715
90716	90723	90731	90744	90802	90804	90805	90806	90810	90813
91001	91103	91204	91205	91303	91306	91321	91324	91331	91340
91342	91343	91352	91401	91402	91405	91406	91411	91502	91601
91605	91606	91702	91706	91731	91732	91733	91755	91766	91767
91768	91770	91776	93535	93550	93591				

A **Targeted Worker** is an individual who is both a County resident and who faces **one or more** of the following barriers to employment:

1. Has a documented annual income at or below 100% of the Federal Poverty Level
2. Has no high school diploma or GED
3. Has a history of involvement with the criminal justice system
4. Is experiencing protracted unemployment (receiving unemployment benefits for at least 6 months)
5. Is a current recipient of government cash or food assistance benefits
6. Is homeless or has been homeless within the last year
7. Is a custodial single parent
8. Is a former foster youth
9. Is a veteran or is the eligible spouse of a veteran of the United States armed forces under Section 2(a) of the Jobs for Veterans Act (38 U.S.C.4215[a])
10. Is an eligible migrant and seasonal farm worker
11. Is currently an English language learner
12. Is an older individual (55+)
13. Is disabled
14. Is an individual with a low level of literacy

[This form is not intended to replace a Union's Dispatch or Referral Form normally given to the employee when being dispatched to the jobsite.]

ATTACHMENT D

LOS ANGELES/ORANGE COUNTIES BUILDING AND CONSTRUCTION TRADES COUNCIL APPROVED DRUG AND ALCOHOL TESTING POLICY

(rev. December 2019)

The Parties recognize the problems which drug and alcohol abuse have created in the construction industry and the need to develop drug and alcohol abuse prevention programs. Accordingly, the Parties agree that in order to enhance the safety of the workplace and to maintain a drug and alcohol-free work environment, individual Employers may require applicants or employees to undergo drug and alcohol testing.

1. It is understood that the use, possession, transfer or sale of illegal drugs, narcotics, or other unlawful substances, as well as being under the influence of alcohol and the possession or consuming alcohol is absolutely prohibited while employees are on the Employer's job premises or while working on any jobsite in connection with work performed under the Community Workforce Agreement ("CWA").
2. No Employer may implement a drug testing program which does not conform in all respects to the provisions of this Policy.
3. No Employer may implement drug testing at any jobsite unless written notice is given to the Union setting forth the location of the jobsite, a description of the project under construction, and the name and telephone number of the Project Supervisor. Said notice shall be addressed to the office of each Union signing the CWA. Said notice shall be sent by email or by registered mail before the implementation of drug testing. Failure to give such notice shall make any drug testing engaged in by the Employer a violation of the CWA, and the Employer may not implement any form of drug testing at such jobsite for the following six months.
4. An Employer who elects to implement drug testing pursuant to this Agreement shall require all employees on the Project to be tested. With respect to individuals who become employed on the Project subsequent to the proper implementation of a valid drug testing program, such test shall be administered upon the commencement of employment on the project, whether by referral from a Union Dispatch Office, transfer from another project, or another method. Individuals who were employed on the project prior to the proper implementation of a valid drug testing program may only be subjected to testing for the reasons set forth in paragraphs 5(g)(1) through 5(g)(3) and paragraphs 6(a) through 6(e) of this Policy. Refusal to undergo such testing shall be considered sufficient grounds to deny employment on the project.
5. The following procedure shall apply to all drug testing:

a. The Employer may request urine samples only. The applicant or employee shall not be observed when the urine specimen is given. An applicant or employee, at his or her sole option, shall, upon request, receive a blood test in lieu of a urine test. No employee of the Employer shall draw blood from a bargaining unit employee, touch or handle urine specimens, or in any way become involved in the chain of custody of urine or blood specimens. A Union Business Representative, subject to the approval of the individual applicant or employee, shall be permitted to accompany the applicant or employee to the collection facility to observe the collection, bottling, and sealing of the specimen.

b. An employer may request an applicant to perform an alcohol breathalyzer test, at a certified laboratory only and cutoff levels shall be those mandated by applicable state or federal law.

c. The testing shall be done by a laboratory approved by the Substance Abuse & Mental Health Services Administration (SAMHSA), which is chosen by the Employer and the Union.

d. An initial test shall be performed using the Enzyme Multiplied Immunoassay Technique (EMIT). In the event a question or positive result arises from the initial test, a confirmation test must be utilized before action can be taken against the applicant or employee. The confirmation test will be by Gas Chromatography/Mass Spectrometry (GC/MS). Cutoff levels for both the initial test and confirmation test will be those established by SAMHSA. Should these SAMHSA levels be changed during the course of this Agreement or new testing procedures are approved, then these new regulations will be deemed as part of this existing Agreement. Confirmed positive samples will be retained by the testing laboratory in secured long-term frozen storage for a minimum of one year. Handling and transportation of each sample must be documented through strict chain of custody procedures.

e. In the event of a confirmed positive test result the applicant or employee may request, within forty-eight (48) hours, a sample of his/her specimen from the testing laboratory for purposes of a second test to be performed at a second laboratory, designated by the Union and approved by SAMHSA. The retest must be performed within ten (10) days of the request. Chain of custody for this sample shall be maintained by the Employer between the original testing laboratory and the Union's designated laboratory. Retesting shall be performed at the applicant's or employee's expense. In the event of conflicting test results the Employer may require a third test.

f. If, as a result of the above testing procedure, it is determined that an applicant or employee has tested positive, this shall be considered sufficient grounds to deny the applicant or employee his/her employment on the project.

g. No individual who tests negative for drugs pursuant to the above procedure and becomes employed on the project shall again be subjected to drug testing with the following exceptions:

1. Employees who are involved in industrial accidents resulting in damage to plant, property or equipment or injury to him/her or others may be tested for drug or alcohol pursuant to the procedures stated hereinabove.

2. The Employer may test employees following thirty (30) days advance written notice to the employee(s) to be tested and to the applicable Union. Notice to the applicable Union shall be as set forth in paragraph 3 above and such testing shall be pursuant to the procedures stated hereinabove.

3. The Employer may test an employee where the Employer has reasonable cause to believe that the employee is impaired from performing his/her job. Reasonable cause shall be defined as being aberrant or unusual behavior, the type of which is a recognized and accepted symptom of impairment (i.e., slurred speech, unusual lack of muscular coordination, etc.). Such behavior must be actually observed by at least two persons, one of whom shall be a supervisor who has been trained to recognize the symptoms of drug abuse or impairment and the other of whom shall be the Job Steward. If the Job Steward is unavailable or there is no Job Steward on the project the other person shall be a member of the applicable Union's bargaining unit. Testing shall be pursuant to the procedures stated hereinabove. Employees who are tested pursuant to the exceptions set forth in this paragraph and who test positive will be removed from the Employer's payroll.

h. Applicants or employees who do not test positive shall be paid for all time lost while undergoing drug testing. Payment shall be at the applicable wage and benefit rates set forth in the applicable Union's Master Labor Agreement. Applicants who have been dispatched from the Union and who are not put to work pending the results of a test will be paid waiting time until such time as they are put to work. It is understood that an applicant must pass the test as a condition of employment. Applicants who are put to work pending the results of a test will be considered probationary employees.

6. The Employers will be allowed to conduct periodic jobsite drug testing on the Project under the following conditions:

a. The entire jobsite must be tested, including any employee or subcontractor's employee who worked on that project three (3) working days before or after the date of the test;

b. Jobsite testing cannot commence sooner than fifteen (15) days after start of the work on the project;

c. Prior to start of periodic testing, a Business Representative will be allowed to conduct an educational period on company time to explain periodic jobsite testing program to affected employees;

d. Testing shall be conducted by a SAMHSA certified laboratory, pursuant to the provisions set forth in paragraph 5 hereinabove.

e. Only two (2) periodic tests may be performed in a twelve (12) month period.

7. It is understood that the unsafe use of prescribed medication, or where the use of prescribed medication impairs the employee's ability to perform work, is a basis for the Employer to remove the employee from the jobsite.

8. Any grievance or dispute which may arise out of the application of this Agreement shall be subject to the grievance and arbitration procedures set forth in the CWA.

9. The establishment or operation of this Policy shall not curtail any right of any employee found in any law, rule or regulation. Should any part of this Agreement be found unlawful by a court of competent jurisdiction or a public agency having jurisdiction over the parties, the remaining portions of the Agreement shall be unaffected, and the parties shall enter negotiations to replace the affected provision.

10. Present employees, if tested positive, shall have the prerogative for rehabilitation program at the employee's expense. When such program has been successfully completed the Employer shall not discriminate in any way against the employee. If work for which the employee is qualified exists, he/she shall be reinstated.

11. The Employer agrees that results of urine and blood tests performed hereunder will be considered medical records held confidential to the extent permitted or required by law. Such records shall not be released to any persons or entities other than designated Employer representatives and the applicable Union. Such release to the applicable Union shall only be allowed upon the signing of a written release and the information contained therein shall not be used to discourage the employment of the individual applicant or employee on any subsequent occasion.

12. The Employer shall indemnify and hold the Union harmless against any and all claims, demands, suits, or liabilities that may arise out of the application of this Agreement and/or any program permitted hereunder.

13. Employees who seek voluntary assistance for substance abuse may not be disciplined for seeking such assistance. Requests from employees for such assistance shall remain confidential and shall not be revealed to other employees or management personnel without the employee's consent. Employees enrolled in substance abuse programs will be subject to all Employer rules, regulations and job performance standards with the understanding that an employee enrolled in such a program is receiving treatment for an illness.

14. The parties agree to develop and implement a drug abuse prevention and testing program for all apprentices entering the industry.

15. This Memorandum of Understanding shall constitute the only Agreement in effect between

the parties concerning drug and alcohol abuse, prevention and testing. Any modifications thereto must be accomplished pursuant to collective bargaining negotiations between the parties.

APPENDIX A: SPECIMEN REPORTING CRITERIA

Initial Test Analyte	Initial Test Cutoff ¹	Confirmatory Test Analyte	Confirmatory Test Cutoff Concentration
Marijuana metabolites (THCA) ²	50 ng/ml ³	THCA	15 ng/ml
Cocaine metabolite (Benzoyllecgonine)	150ng/ml ³	Benzoyllecgonine	100 ng/ml
Codeine/ Morphine	2000 ng/ml	Codeine Morphine	2000 ng/ml 2000 ng/ml
Hydrocodone/ Hydromorphone	300 ng/ml	Hydrocodone Hydromorphone	100 ng/ml 100 ng/ml
Alcohol	0.02%	Ethanol	0.02%
Oxycodone/ Oxymorphone	100 ng/ml	Oxycodone Oxymorphone	100 ng/ml 100 ng/ml
6-Acetylmorphine	10 ng/ml	6-Acetylmorphine	10 ng/ml
Phencyclidine	25 ng/ml	Phencyclidine	25 ng/ml
Amphetamine/ Methamphetamine	500 ng/ml	Amphetamine Methamphetamine	250ng/ml 250 ng/ml
MDMA ⁴ /MDA ⁵	500 ng/ml	MDMA MDA	250ng/ml 250 ng/ml

¹ For grouped analytes (i.e., two or more analytes that are in the same drug class and have the same initial test cutoff):

Immunoassay: The test must be calibrated with one analyte from the group identified as the target analyte. The cross-reactivity of the immunoassay to the other analyte(s) within the group must be 80 percent or greater; if not, separate immunoassays must be used for the analytes within the group.

Alternate technology: Either one analyte or all analytes from the group must be used for calibration, depending on the technology. At least one analyte within the group must have a concentration equal to or greater than the initial test cutoff or, alternatively, the sum of the analytes present (i.e., equal to or greater than the laboratory's validated limit of quantification) must be equal to or greater than the initial test cutoff.

² An immunoassay must be calibrated with the target analyte, 9-tetrahydrocannabinol-9-carboxylic acid (THCA).

³ **Alternate technology (THCA and benzoyllecgonine):** The confirmatory test cutoff must be used for an alternate technology initial test that is specific for the target analyte (i.e., 15 ng/ml for THCA, 100 ng/ml for benzoyllecgonine).

⁴ Methylenedioxymethamphetamine (MDMA)

⁵ Methylenedioxyamphetamine (MDA)

Initial Test Analyte	Initial Test Cutoff	Confirmatory Test Analyte	Confirmatory Test Cutoff Concentration
Barbiturates	300 ng/ml	Barbiturates	200 ng/ml
Benzodiazepines	300 ng/ml	Benzodiazepines	300 ng/ml
Methadone	300 ng/ml	Methadone	100 ng/ml
Methaqualone	300 ng/ml	Methaqualone	300 ng/ml
Propoxyphene	300 ng/ml	Propoxyphene	100 ng/ml

**SIDE LETTER OF AGREEMENT
TESTING POLICY FOR DRUG ABUSE**

It is hereby agreed between the parties hereto that an Employer who has otherwise properly implemented drug testing, as set forth in the Testing Policy for Drug Abuse, shall have the right to offer an applicant or employee a "quick" drug screening test. This "quick" screen test shall consist either of the "ICUP" urine screen or similar test or an oral screen test. The applicant or employee shall have the absolute right to select either of the two "quick" screen tests, or to reject both and request a full drug test.

An applicant or employee who selects one of the "quick" screen tests, and who passes the test, shall be put to work immediately. An applicant or employee who fails the "quick" screen test, or who rejects the "quick" screen tests, shall be tested pursuant to the procedures set forth in the Testing Policy for Drug Abuse. The sample used for the "quick" screen test shall be discarded immediately upon conclusion of the test. An applicant or employee shall not be deprived of any rights granted to them by the Testing Policy for Drug Abuse as a result of any occurrence related to the "quick" screen test.

AMENDMENT NO. 1
TO THE
COMMUNITY WORKFORCE AGREEMENT
BY AND BETWEEN
THE COUNTY OF LOS ANGELES
AND
LOS ANGELES/ORANGE COUNTIES BUILDING AND
CONSTRUCTION TRADES COUNCIL
AND THE SIGNATORY
LOCAL UNIONS AND DISTRICT COUNCILS

THIS AMENDMENT NO. 1 to the Community Workforce Agreement by and between the County of Los Angeles and Los Angeles/Orange Counties Building and Construction Trades Council and the Signatory Local Unions and District Councils ("**Amendment**") is entered into as of _____, 2020 and is by and between the Los Angeles/Orange Counties Building and Construction Trades Council and the signatory Local Unions and District Councils (collectively "**Unions**") and the County of Los Angeles ("**County**") (collectively "**Parties**").

RECITALS:

A. On November 12, 2019, the Parties entered into that certain Community Workforce Agreement ("**CWA**") covering construction projects ("**Projects**") to be built by the County.

B. Section 1.9 of the CWA describes the Projects that are covered by the CWA. Those Projects are described in Sections 1.9.1 thru 1.9.5 of the CWA as follows:

1.9.1 A proposed project to construct a Mental Health Treatment Center (formerly known as Consolidated Correctional Treatment Facility) to replace the Men's Central Jail in downtown Los Angeles, California.

1.9.2 A proposed project to construct a Mira Loma Women's Detention Center in Lancaster, California.

1.9.3 A proposed Harbor-UCLA Medical Center Master Plan Project in Torrance, California.

1.9.4 A proposed King-Drew Reuse Project (Martin Luther King Jr. Medical Campus) in South Los Angeles, California.

1.9.5 The following proposed Rancho Los Amigos South Campus projects, located in the City of Downey: the proposed Sheriff's Department Crime Lab Consolidation project; the proposed Probation Department Headquarters project; the proposed ISD Headquarters project; the proposed Sports Center project; and the proposed Infrastructure project.

C. The Parties desire to include, as additional work to be covered by the CWA, certain additional construction projects to be built by the County.

D. The Parties also desire to include an administrative process to add further and additional projects to be covered by the CWA.

E. County and the Unions desire to amend and hereby do amend, the CWA to include the below listed projects as Projects to be covered by the CWA and further agree to the administrative process set forth below, in this Amendment, to add further and additional projects to be covered by the CWA.

NOW, THEREFORE, it is mutually agreed by and between the Parties as follows:

AGREEMENT:

1. Section 1.9 of the CWA is hereby amended by deleting subsections 1.9.1 thru 1.9.5 and adding the following new subsections as follows:

1.9.1 A proposed Harbor-UCLA Medical Center Master Plan Project in Torrance, California.

1.9.2 A proposed King-Drew Reuse Project (Martin Luther King Jr. Medical Campus) in South Los Angeles, California.

1.9.3 The following proposed Rancho Los Amigos South Campus projects, located in the City of Downey: the proposed Sheriff's Department Crime Lab Consolidation project; the proposed Probation Department Headquarters project; the proposed ISD Headquarters project; the proposed Sports Center project; and the proposed Infrastructure project.

1.9.4 A proposed project to construct the Rancho Los Amigos National Rehabilitation Center Restorative Care Village projects in Downey, California.

1.9.5 A proposed project to construct the future phases of the LAC+USC Restorative Care Village in Los Angeles, California.

1.9.6 A proposed project to construct the South Whittier Aquatic Center project in Whittier, California.

1.9.7 The County may add additional projects to be covered under this CWA, in its sole discretion, through the use of the following procedure:

(a) Upon a determination by the County, in its sole discretion, that it wishes to include additional projects to be covered by the CWA, the Chief Executive Officer ("CEO") of the County or her designee shall send a letter to the Executive Secretary of the Council, certified, Return Receipt Requested, describing the project(s) proposed to be covered under the CWA, and setting forth the work to be performed on such project. Such letter shall have a space for the Executive Secretary of the Council to date and sign his concurrence with the addition of the additional project(s) to be covered by the CWA. At the same time that the letter is sent by CEO, a copy of this letter shall also be electronically mailed to the Executive Secretary.

(b) The Executive Secretary shall have thirty (30) calendar days to sign his acknowledgment of the addition of the additional project(s) to be covered by the CWA. Upon receipt by the CEO of the signed acknowledgment of the Executive Secretary, the proposed additional project(s) to be covered by the CWA shall be covered by the CWA.

(c) The provisions contained in this section 1.9.7, (a) and (b), shall be remain in effect until the Parties execute a county-wide Community Workforce Agreement or until the expiration of the CWA, whichever occurs first. Once a project has been added to the

CWA through the provisions in this section 1.9.7, that project shall continue to be governed by the CWA whether or not a county-wide Community Workforce Agreement is executed by the Parties.

1.9.8 Should, during the term of the CWA, the County decide to move forward, in the future, with replacing the Mental Health Treatment Center (formerly known as Consolidated Correctional Treatment Facility) to replace the Men's Central Jail in downtown Los Angeles, such replacement shall be covered by this Agreement.

1.9.9 Should, during the term of the CWA, the County decide to move forward, in the future, with constructing a Mira Loma Women's Detention Center in Lancaster, California, such construction shall be covered by this Agreement.

2. Except as expressly amended by this Amendment, the CWA remains in full force and effect as originally executed.

IN WITNESS WHEREOF, the parties have caused this Amendment to be duly executed and delivered as of the date signed below by all Parties.

LOS ANGELES/ORANGE COUNTIES
BUILDING AND CONSTRUCTION
TRADES COUNCIL

Dated: 10-9-2020

BY: 

COUNTY OF LOS ANGELES

Dated: 13 October 2020

BY: 

Appendix I

Labor Peace Agreement



Los Angeles County BOARD OF SUPERVISORS POLICY MANUAL

Policy #:	Title:	Effective Date:
5.290	LABOR PEACE AGREEMENTS	09/15/21

PURPOSE

The County of Los Angeles has a proprietary and financial interest in County-owned and operated properties that generate revenue for the County. Therefore, it is in the interest of the County that these operations are not interrupted, and consequently, negatively impact County revenue.

This policy establishes Labor Peace Agreements as a requirement for new, amended, or renewals of leases, licenses, or concession agreements with hospitality operators at County-owned or operated properties for the duration of these agreements. This requirement also applies to subleases, sublicenses, assignments or transfers.

REFERENCE

March 10, 2020 Board Order No. 14

June 16, 2020 Chief Executive Office memo to the County Board of Supervisors, "Report Back on Labor Peace Policy Board Motion of March 10, 2020, Agenda Item No. 14"

December 9, 2020 Chief Executive Office memo to the County Board of Supervisors, "Labor Peace Policy Board Motion of March 10, 2020, Agenda Item No. 14"

POLICY

The County of Los Angeles requires that lessees, licensees, concessionaires, or any other entity conducting hospitality operations at County-owned or operated properties, enter into Labor Peace Agreements with labor organizations representing employees in this industry. This applies whether such entity contracts directly with the County or the County's lessee, licensee, or concessionaire. Labor Peace Agreements will prohibit labor organizations and their members from engaging in picketing, work stoppages, boycotts, or other operational interferences that can adversely impact hospitality operations and the County's financial position. Labor Peace Agreements allow the County to protect its financial interests at County-owned property sites.

This policy shall apply to all new, amended, or renewals of lease, license, or concession agreements with hospitality operators on County-owned or managed property, for the duration of the agreement, subject to the exceptions specified below.

The County department responsible for executing a new, amended, or renewals of lease, license or concession agreements is required to ensure the hospitality operators enter into a Labor Peace Agreement as a condition of the agreement. The responsible department shall also require that the Labor Peace Agreement be implemented on or before the commencement of hospitality operations at the County-owned property sites for the new, amended, or renewed lease, license or concession term. The responsible department shall include provisions in any such agreement making the failure to enter into or maintain a Labor Peace Agreement a material breach of the agreement, entitling the County to terminate the agreement for cause. The responsible department shall ensure that all agreements require the County's Labor Peace Policy to be applicable to any subleases, sublicenses, assignments or transfers.

Definitions

Hospitality/Food Service Concessionaires

Concessionaires operating hospitality services, food and beverage services, and banquet halls with food and beverage services on County-owned or managed property.

Hospitality Members

Labor organization members in the hospitality industry working at hotels, restaurants, or hospitality/food service concessions operating on County-owned or managed property.

Hospitality Operators

Hospitality operators include hotels, restaurants, or hospitality/food service concessionaires operating on County-owned or managed property.

Labor Peace Agreement

A Labor Peace Agreement is a written agreement between a hospitality operator and a labor organization that contains a provision prohibiting a labor organization and its members from engaging in any picketing, work stoppage, boycott, or other economic interference with the hospitality operations in which the County has a proprietary interest.

Exceptions

A Labor Peace Agreement is not required for new, amended, or renewals of lease/sublease, license/sublicense, or concession agreements if any of the following conditions apply:

- The County's annual revenue or projected annual revenue from the individual leased/subleased or licensed/sublicensed site does not exceed \$150,000.
- The hospitality operator has previously entered into a Labor Peace Agreement applying to the leased/subleased, licensed/sublicensed, or concession site and that agreement provides the County with equal protection from risks of labor-management conflict.
- The lease/sublease, license/sublicense, or concession agreement is for a short-term event or for an agreement term, including all permissible by right or discretionary extensions, that does not exceed a total of one (1) year.

- Any leases, licenses, and concession agreements amended by right of the concessionaire, licensee or lessee, and not subject to County discretion. Proposed transfers or assignments pursuant to existing County agreements which contain non-discretionary standards or criteria required for a proposed transferee or assignee shall not be considered subject to County discretion.
- Any instance in which the Board of Supervisors waives a Labor Peace Agreement requirement, at its discretion.

Limitations

This policy is not intended to, and shall not be interpreted to, enact or express any generally applicable policy regarding labor-management relations or to regulate those relations in any way.

Nothing in this policy requires hospitality operations lessees, licensees, or concessionaires to recognize a labor organization.

This policy is not intended to favor any particular outcome in the determination of employee preference regarding union representation.

Standard Language to Use in Lease, License, and Concession Agreements

In compliance with the *County's Labor Peace Agreements Policy (Policy)*, [Lessee/Licensee/Concessionaire] represents and warrants that it shall (a) ensure that there is an executed Labor Peace Agreement with any labor organization(s) representing or seeking to represent the employees of any Hospitality Operator(s) (any "Hospitality Operator(s)," as defined under the County's Policy, operating on County owned or County managed real property, and whether the Hospitality Operator(s) contracts directly with the County or the County's lessee, licensee, or concessionaire) at the premises covered by this agreement; (b) the [Lessee/Licensee/Concessionaire] or Hospitality Operator(s) shall have submitted to the County of Los Angeles a copy of evidence of such Labor Peace Agreement, executed by all parties; and (c) such Labor Peace Agreement shall prohibit labor organizations and their members from engaging in picketing, work stoppages, boycotts or other economic interference with the business of Hospitality Operator(s) at County-owned, operated, or managed sites for the duration of this agreement. [Lessee/Licensee/Concessionaire] acknowledges that it is a material term of this agreement that [Lessee/Licensee/Concessionaire] enter into or maintain a Labor Peace Agreement pursuant to the Policy throughout the duration of the term of this agreement, and that it would be impracticable and extremely difficult to fix the actual damages for a breach of this provision. It is therefore agreed that if, for any reason whatsoever, [Lessee/Licensee/Concessionaire] fails to enter into or maintain a Labor Peace Agreement pursuant to the Policy throughout the duration of the term of this agreement, then County may terminate this agreement for default by giving written notice of such termination to [Lessee/Licensee/Concessionaire], which notice shall be effective thirty (30) days thereafter.

RESPONSIBLE DEPARTMENT

Chief Executive Office
County Counsel
Beaches and Harbors
Parks and Recreation

DATE ISSUED/SUNSET DATE

Issue Date: 2021

Sunset Date: 2026

Appendix J

Los Angeles County Civic Arts Policy



CIVIC ART PROCEDURES

April 11, 2016

Enriching Lives



Los Angeles County Arts Commission
1055 Wilshire Boulevard, Suite 800, Los Angeles, CA 90017
(213) 202-5858

TABLE OF CONTENTS

PROCEDURES

I.	ARTIST SELECTION	page 4
	Artist Selection Panels Selection of Project Artist(s) Establishment of Pre-Qualified List Conflicts of Interest	
II.	DEVELOPER DELIVERED COUNTY CAPITAL PROJECTS	page 7
	Solicitation Phase Arts Commission Delivery Model Developer Delivered County Capital Projects Delivery Model	
III.	FINANCIAL PROCEDURES	page 10
	Changes in Capital Projects Pooled Funds Operational Efficiencies	
IV.	MAINTENANCE AND CONSERVATION OF ARTWORK	page 10
	Routine Maintenance Conservation, Restoration, and Repair	
V.	GIFTS AND LOANS	page 11
	Arts Commission Role Civic Art Program Staff Role Criteria for Evaluating a Gift Required Donor Submittals Sequence of Approvals	
VI.	ACQUISITIONS AND ACCESSIONS	page 15
	Criteria for Non-commissioned Artworks Purchases, Exchanges, Trades, and Other Means of Acquisition	
VII.	DEACCESSIONING	page 15
	Deaccessioning Procedure	
VIII.	RELOCATION OR MODIFICATION	page 17
	Relocation and Modification Procedure	

VIII. RECORDS AND INFORMATION ORGANIZATION

page 18

- Scope of Documentation for a Commissioned Civic Art Project
- Scope of Documentation for Historic County Artwork
- Records Retention

X. GRANTING PERMISSION TO USE IMAGES OF ARTWORK

page 19

- General Guidelines
- Permission for Non-Commercial Purposes
- Permission for Commercial Purposes
- Filming

Procedures which guide implementation of, and are in accordance with, the Civic Art Policy will be updated by the Arts Commission based on recommendations presented by the Civic Art Committee. Each year, any changes to the Procedures will be included as part of the Civic Art Program Annual Report to the Board of Supervisors.

I. ARTIST SELECTION

The participation of quality, accomplished artists is essential to the success of the Civic Art Program. Project Coordination Committees with input from Arts Professionals and Artist Selection Panels play a critical role in the selection of artists for the Civic Art Program.

A. Artist Selection Panels

A majority of panelists will be individuals who have a background or professional expertise in the arts. Panels will be facilitated by Civic Art Program staff. Panelists will be paid according to a fee schedule developed by staff. Panels will reflect knowledge and interest in art, as well as community concerns. The following groups may have representation on selection panels:

1. Artists;
2. Art-related professionals and knowledgeable community members, including curators, art historians, writers and critics, art administrators, collectors, art activists and art volunteers;
3. Design professionals; and
4. Community representatives.

Panelists will use the following criteria in evaluating artists' qualifications:

1. Visual images, portfolios, studio visits or other documentation of excellence;
2. Ability to respond to the specific contextual issues and considerations of a particular project, its community and users;
3. Ability to successfully manage all aspects of the project including budgets, committees, sub-contractors, installers and other construction and administrative logistics; and
4. Credentials, including experience, training, and critical or other professional recognition.

B. Selection of Project Artist(s)

1. Civic Art Program staff will work with the Chief Executive Office (CEO) to identify eligible capital projects at the programming stage that will move forward and have a civic art allocation. Civic Art Program staff will implement a preliminary planning process to identify the preferred approach to the selection of an artist for the project prior to the selection of a lead design/engineering team for the associated capital project.

2. Preliminary planning will include input from the CEO, Supervisorial Office and Department. Once the preferred approach is determined, the Civic Art Program staff will establish a Project Coordination Committee, if appropriate.
3. Artists can be selected in one of the following ways:

a. Selection from the Pre-Qualified List of Artists by the Lead Design/Engineering Firm

The lead design/engineering firm, in responding to a Request for Proposals for a County capital or refurbishment project, will be encouraged to include an artist as an equal member of the design team. An artist selected by the lead design/engineering firm must be selected from the Pre-Qualified List of Artists. Civic Art Program staff will participate in the review of firms who elect to include an artist as an equal member of the design team.

All County capital or refurbishment projects identified as having a civic art component will include standard language in the Request for Proposals issued by the Department of Public Works or Community Development Commission regarding an artist(s)' involvement in the design process.

If the lead design/engineering firm does not select an artist or the Project Coordination Committee does not approve the artist(s) selected by the lead design/engineering firm, the Committee, with representation from the lead design/engineering firm, can select an artist for the project from the pre-qualified list of artists or issue a call for artists.

b. Selection from the Pre-Qualified List by Project Coordination Committee

The Civic Art Program project manager will consider the overall project and make recommendations regarding artist eligibility requirements. The Project Coordination Committee will then meet to review the artists on the pre-qualified list that meet the eligibility requirements and will establish a short list of finalists. The artist may be selected directly from the Pre-Qualified List, or the Project Coordination Committee may elect to interview finalists or request preliminary proposals.

c. Selection by the Project Coordination Committee through a Call for Artists

In some instances due to the scale, importance or unique nature of a project, the Project Coordination Committee may decide to develop a call for artists for that specific project. In these instances, a special artist selection panel will be assembled by Civic Art Program staff and will include people with specific expertise in the arts, in addition to the Project Coordination Committee and a representative of the lead design/engineering firm. Artist(s) selected by this method may or may not be on the Pre-Qualified List.

The Project Coordination Committee may elect to select an artist through an open competitive Call for Artists. The Call for Artists will identify the anticipated project budget, scope of work, estimated project timeline and

eligibility requirements. A shortlist of artists responding to the Call for Artists may be interviewed or requested to develop preliminary proposals.

d. Selection from a Limited Invitational Competition

A limited number of artists from the Pre-Qualified List, or artists with professional experience in a specific discipline appropriate to the project may be invited for interview or to develop preliminary proposals.

e. Direct Selection

In some situations, it may be appropriate to directly select an artist for a civic art commission opportunity. The recommended artist may be interviewed or may be requested to develop a preliminary proposal.

f. Developer Delivered Capital Projects: Selection Through a Professional Consultant or the Arts Commission

When a County Capital Project for a County operated facility is to be built by a developer, the developer will select an artist through a professional art consultant from the Arts Commission's pre-approved list or work with the Arts Commission in accordance with the guidelines outlined in the Civic Art Procedures.

4. For each of the methods of selection, an artist and at least one alternate will be selected. If a preliminary proposal is requested, an honorarium will be paid to the artist(s).
5. Artists will not be eligible for more than two County projects at any given time. Artists who have artwork in the County's Civic Art Collection will not be eligible for future projects unless the project has a higher budget than the previous project. Exceptions will be made if the project will benefit due to:
 - a. Geographic proximity to the previous project(s).
 - b. Conceptual, thematic, or population relativity, such as a departmental or a regional effort.
 - c. Compatibility of project schedules.
 - d. The artist's unique qualifications.

C. Establishment of Pre-Qualified List

The Arts Commission will establish a Pre-Qualified List of artists for County civic art projects. The list will be updated on an as needed basis or, every two years, and will include categories for established as well as emerging artists. The list will include local, regional and national artists.

Artists interested in being considered for County projects will be invited to submit their qualifications. A selection panel, composed of five to seven people from the list of panelists approved by the Arts Commission, will be convened to review and select

the applicants. Once selected, artists will be able to remain on the eligibility list for four years before they need to re-apply.

D. Conflicts of Interest

Anyone in a position to receive financial gain from the selection of artists will be ineligible to serve on a selection panel. Panelists must declare any conflict of interest and abstain from voting if a conflict of interest arises.

Artists or members of their immediate family who serve on the Los Angeles County Arts Commission will not be commissioned or receive any direct financial benefit from the Civic Art Program during their tenure on either of those bodies. This restriction will extend for the period of one year following the end of service and indefinitely for projects that were developed or acted upon during the artist's tenure on the Commission.

II. DEVELOPER DELIVERED COUNTY CAPITAL PROJECTS

Civic art requirements for one percent of design and construction costs apply to developer built and/or delivered County capital projects. (Herein after, "developer delivered")

A. Solicitation Phase:

1. If a Request for Qualifications (RFQ) is issued for this project, the RFQ will make proposers aware of the Civic Art Policy.
2. The Request for Proposal (RFP) will notify the bidders of the civic art requirements and will include the Civic Art Policy, the Civic Art Procedures and the Developer Delivered Civic Art Guide as an appendix to the RFP.

Prior to the issuance of the RFP, the Arts Commission and the lead County agency/department will:

- a. Determine the delivery model for civic art using one of the following methods:
 - i. Management of the civic art development, fabrication, and installation, and/or other appropriate delivery by a professional arts consultant retained by the developer. All arts consultants retained by the developer must be selected from a prequalified list developed by the Arts Commission; or
 - ii. Management of the civic art development, fabrication, and installation and/or other appropriate delivery by Arts Commission staff; or
 - iii. An alternative method for managing the development, fabrication, and installation and/or other appropriate delivery, of civic artwork provided the method is mutually acceptable to the Arts Commission and the lead County agency/department.

- b. Identify Civic Art opportunities as defined in the Civic Art Policy.
- 3. The RFP will notify the bidders of the civic art requirements and will include the Civic Art Policy, the Civic Art Procedures and the Developer Delivered Civic Art Guide as an appendix to the RFP.
- 4. When the delivery model is managed by the proposer through a professional arts consultant pursuant to section A.2.a.i above, the proposer must, as part of their approach to development services outlined in their response to the RFP:
 - a. Identify the art consultant from the prequalified list; and
 - b. Submit a narrative statement indicating how the civic art project will satisfy the Civic Art Policy.

B. Art Commission Delivery Model:

When the delivery model utilizes the Arts Commission pursuant to section A.2.a.ii above, the civic art will be delivered in accordance with Section I. Artist Selection of these Civic Art Procedures and Section IV. Implementation of Civic Art Projects of the Civic Art Policy.

C. Developer Delivered County Capital Projects Delivery Model:

1. Contract Negotiation Phase:

Once the lead County agency/department has selected a prospective developer, during the contract negotiations with the developer, the developer must submit to the Arts Commission for review and approval a **Civic Art Plan** that includes the following per the Developer Delivered County Capital Projects Civic Art Guide:

- a. Artist qualifications and biography;
- b. Conceptual art proposal; and
- c. Engagement plan.

2. Civic Art Plan Implementation Phase: Includes all steps and processes to implement the Civic Art Plan

- a. Design, Fabrication and Installation is subject to Arts Commission review and approval. The approved art consultant will submit the following:
 - i. Developed Civic Art Design Proposal
 - 1) Narrative;
 - 2) Proposed schedule;
 - 3) Preliminary budget; and
 - 4) Color drawings or visuals
 - ii. Final Civic Art Design Packet
 - 1) Revised budget;

- 2) Fabrication plan;
- 3) Installation Plan;
- 4) Conservator Review;
- 5) Maintenance Plan; and
- 6) Final Scaled drawings or renderings

b. Final Approval and Verification

Final County approval for any civic art will not be granted until the Arts Commission has verified that the developer has delivered all civic art requirements in accordance with the Final Civic Art Design, which includes but is not limited to the following closeout documents provided in the Developer Delivered County Capital Projects Civic Art Guide:

- i. Final art budget and itemized costs;
- ii. Completed "Civic Art Program Art Maintenance and Conservation Record" form;
- iii. As-built documentation pertaining to the civic art;
- iv. Declaration of Covenants;
- v. Artist copyright registration for civic art;
- vi. Professional photography of civic art;
- vii. Completed "Indirect Hire Survey" form; and
- viii. Plaque(s) identifying the civic art title, year, media and credits the Los Angeles County Arts Commission and Civic Art Program. Required format and content is outlined in the Plaque Template and Specifications section of the Developer Delivered County Capital Projects Civic Art Guide.

Upon the Arts Commission review and acceptance of the closeout documents, the Arts Commission will issue a Notice of Acceptance for the civic art verifying compliance with the Civic Art Policy and Procedures.

- c. Costs. If the cost of the actual design, fabrication, installation, and/or other delivery of the agreed upon civic art exceeds the budgeted amount the developer will be solely responsible for the overage. The developer must not request any compensation or other adjustment to the contract to account for any overage.

3. Further Terms and Conditions:

- a. The County retains approval over any submittals related to the civic art requirements and reserves the right to reject all or any part of the civic art submittals and to select and/or replace the artist chosen by the developer for any reason and at the County's sole discretion.
- b. Intellectual Property Rights, Moral Rights, Copyright and Derivative Works
 - i. The artist will be required to waive his or her rights pursuant to the California Art Preservation Act (CAPA) and the Visual Artists Rights Act of 1990 (VARA), to the fullest extent allowed by law. The substance of such waiver will be provided by the Arts Commission and such waiver must be included in writing and signed by the developer, the artist, the Executive

- Director of the Arts Commission, and approved as to form by County Counsel.
- ii. The artist will be required to grant the County a perpetual, exclusive, and royalty-free worldwide license to reproduce, distribute and/or display two or three-dimensional reproductions of the artwork, in its final form and as depicted in any of its design stages for any non-commercial purpose, including, but not limited to, advertising, brochures, posting on a County web page, media publicity, catalogues and similar uses and/or publications. Such license must be in a form acceptable to the County, and contained in writing and signed by the developer, the artist, the Executive Director of the Arts Commission, and approved as to form by County Counsel. (See also Section X, Granting Permission to Use Images of Artwork.)

III. FINANCIAL PROCEDURES

A. Changes in Capital Projects

In the event a capital project is cancelled, unencumbered project funds transferred to the Civic Art Special Fund as part of a Civic Art Allocation for the cancelled project will be returned to its originating funding source.

If the final project budget, at the time of an award of the project's construction contract, increases by more than 10%, the Civic Art allocation for the project will be adjusted to reflect the new budget.

If the final budget, up to the time of award of the artist's contract, decreases by more than 10%, the civic art allocation for the project will be adjusted to reflect the new budget.

B. Pooled Funds

For civic art allocations that are under \$75,000, the preferred approach will be to pool funds within the B-14 Civic Art Special Fund by District or by District and Department. The appropriate Supervisorial Office will have the option to recommend pooling all, or a portion of, any civic art allocation within the appropriate District fund.

C. Operational Efficiency

The payment authority for all civic art projects will be managed by the Arts Commission with the exception of projects funded with commercial paper, bonds and/or state/federal grants.

IV. MAINTENANCE AND CONSERVATION OF ARTWORK

The Civic Art Program is a resource for the maintenance and conservation of existing and newly commissioned artworks.

A. Routine Maintenance

The Arts Commission encourages the design of civic art that will require limited maintenance. Commissioned artists are required to provide written maintenance instructions and detailed methods of fabrication for their artworks as part of their fabrication contract. When a commissioned artwork is completed and accessioned, or when an existing artwork is conserved or repaired, Civic Art Program staff will provide the County department with written maintenance instructions.

Routine maintenance of civic art is the financial responsibility of the County department that owns and maintains the facility and/or site where the artwork is located. The County department will work with Civic Art Program staff and individual artists to develop artwork maintenance plans for all department-owned civic art, and integrate the maintenance of artwork within the department's annual operating budget. All maintenance will be performed with reference to the maintenance guidelines established by the artist as part of their contractual agreement to produce the work.

Civic Art Program staff will maintain a database which contains the maintenance and care instructions and requirements for each artwork.

B. Conservation, Restoration, and Repair

Based on periodic condition assessments, Civic Art Program staff will work with the Board offices, the Chief Executive Office (CEO), the Department of Public Works (DPW), the Community Development Commission (CDC) and County departments to identify conservation projects and priorities. Civic Art Program staff, in conjunction with the County departments and offices above, will oversee artwork conservation projects.

Although routine maintenance will be the responsibility of the County departments (see above), Civic Art Program staff will review condition assessments and recommend priority conservation, restoration or repair projects for consideration by the Board of Supervisors during the County's annual budget process. Funding approved by the Board of Supervisors for extraordinary conservation activities will be included in the County's Extraordinary Maintenance Budget under a separate account.

Civic Art Program staff will attempt to contact the artist for recommendations prior to engaging in any repair or conservation efforts. Departments will consult with Civic Art Program staff for conservation standards to be followed, regardless of the funding source for the conservation or restoration project.

V. GIFTS AND LOANS

Prior to acceptance of any gift or loan of civic art, the Arts Commission and the recipient department must review and approve the gift. The main role of the Arts Commission is to ensure that all gifts or loans of civic art are of high quality, are appropriate for their site and audience, and that funds are secured so that the artwork will be adequately maintained. Additionally, the Arts Commission will use its expertise to evaluate the legal

instrument of conveyance or loan that addresses the title of the artwork and defines the rights and responsibilities of all parties.

A. Arts Commission Role

The Arts Commission will receive a staff report along with a copy of submitted materials. If needed, Commissioners may hear a summary presentation by the donor before taking action. The Arts Commission may approve, reject or refer the proposed gift or loan back to staff for further evaluation.

B. Civic Art Program Staff Role

Civic Art Program staff will respond to all donor inquiries and educate donors on the requirements, especially financial commitments, and processes for approval of gifts or loans of existing or proposed civic art. Staff will assist donors in assessing whether the donation is feasible.

If the donation seems feasible and the donor's interest strong, staff will meet with the donor and review in detail the required submittals and explain the Arts Commission's approval process.

After meeting the donor, staff will work with the recipient department to:

1. Determine that the gift or loan is compatible with the department's site or facility;
2. Assess whether the gift or loan is likely to be approved by the department;
3. Provide technical assistance in negotiating the terms of the legal instrument of conveyance or loan; and
4. Provide guidance on establishment of a maintenance fund for the donated or loaned artwork.

A report summarizing the proposed gift or loan will be prepared by staff and, using the criteria below, staff will recommend that the Arts Commission approve, reject or refer the proposed gift or loan back to staff for further evaluation. Staff will also include the gifted or loaned artwork on the Civic Art Program web page so that the public may learn more about it.

C. Criteria for Evaluating a Gift

The following criteria will be used in evaluating existing or proposed artwork by Civic Art Program staff when preparing its report to the Arts Commission and by the Arts Commission when determining whether to approve, reject or refer the proposed gift or loan:

1. Existing Artwork
 - a. The artwork is of high quality.
 - b. The artwork fits the proposed location in terms of the physical setting and audience.
 - c. The artwork will have a plaque consistent with Civic Art Program standards.

- d. The donor has committed to cover all costs associated with delivery and installation of the artwork.
- e. The Arts Commission has evaluated routine and future maintenance and conservation requirements of the artwork and has determined an amount that will cover all these costs.
- f. The donor and the recipient department have established a maintenance fund to cover all routine and future maintenance costs.
- g. The proposed legal agreement between the donor, the recipient department, and the Arts Commission adequately addresses issues of ownership or loan, copyright, liabilities, maintenance and deaccessioning.

2. Proposed Artwork

- a. The artwork is of high quality and well designed.
- b. The artist's qualifications demonstrate the experience and skill necessary to complete a project of this scale and scope.
- c. Proposal is sufficiently detailed so that it can be fully evaluated.
- d. The artwork is appropriate for the proposed site in terms of the physical setting and potential audience.
- e. The scale, form, context and design of the artwork are appropriate for the setting (local design standards may be taken into consideration).
- f. Informational and other plaques have been included and are consistent with Civic Art Program standards.
- g. The donor has identified all costs associated with design, fabrication, permits, bonding, insurance, transportation and installation of the artwork and has identified sources for funding.
- h. The Arts Commission has evaluated routine and future maintenance and conservation requirements of the artwork and has determined an amount that will cover all these costs.
- i. The legal agreement between the donor, the recipient department, and the Arts Commission adequately addresses issues of ownership, copyright, liabilities, maintenance and deaccessioning.

D. Required Donor Submittals

The following should be submitted to the Civic Art Program:

1. Existing Artwork

- a. Donor Information: Donor name, address, phone, fax and email. If the donor is an organization or a committee, provide information on all board or committee members and a copy of the organization's non-profit status forms, if applicable.
- b. Artist/Designer Biography: Summary of the artist or designer's qualifications.
- c. Description: Written description of the artwork: the concept behind the work; the relationship of the artwork to the site and the anticipated audience;

materials to be used in the fabrication and installation of the artwork; the size, color and texture of each artwork element; and the schedule for completion of the artwork.

- d. Photograph: A photograph of the artwork with enough detail so that the work can be fully evaluated.
- e. Costs: Detailed budget listing all costs associated with delivery and installation.
- f. Maintenance Fund: Amount of maintenance funds and any conditions of the fund.

2. Proposed Artwork

- a. Donor Information: Donor name, address, phone, fax and email. If the donor is an organization or a committee, provide information on all board or committee members and a copy of the organization's non-profit status forms, if applicable.
- b. Artist/Designer Resume: Resume of the artist or designer listing education, employment, exhibitions, reviews, commissions, etc.
- c. Examples of Artist/Designer Past Work: Slides or digital images of completed work by the artist or designer.
- d. Description: Written description of the artwork: the concept behind the work; the relationship of the artwork to the site and the anticipated audience; materials to be used in the fabrication and installation of the artwork; the size, color and texture of each artwork element; and the schedule for completion of the artwork. If the artwork is a memorial honoring an individual or event, include background information on the individual or event.
- e. Visual Representation: A visual representation (computer generated or hand-drawn rendering) of the artwork showing detailed and overall views; and a maquette, model, photograph and/or map showing the artwork in context.
- f. Budget: Detailed budget listing all costs associated with the gift and identification of sources for funding.
- g. Conservator Report: Report from an art conservator summarizing the materials to be used and discussing anticipated routine maintenance and long-term conservation requirements. The art conservator should be a professional member of The American Institute for Conservation (AIC).
- h. Maintenance Fund: Amount of maintenance fund and any conditions of the fund.

E. Sequence of Approvals

The sequence for approval of gifts or loans of civic artwork to the County is:

- 1. Approval by Recipient Department
- 2. Civic Art Program staff prepares report and makes recommendation to the Civic Art Committee
- 3. Civic Art Committee presents recommendation to Arts Commission

4. Approval by Arts Commission
5. Approval by the Board of Supervisors (not needed for donations valued under \$10,000 or loans)

VI. ACQUISITIONS AND ACCESSIONS

- A.** New civic artworks which have been commissioned and accepted by the Civic Art Program will be automatically accessioned into the County's Civic Art Collection. The Civic Art Program strives to develop a cohesive civic art collection by commissioning artists of merit and quality. Artworks which do not exhibit quality of workmanship will not be accepted by the Civic Art Program.
- B.** Artworks which have come into the County's possession in its over 150 year history by other means such as purchase, donation, bequest, commission, transfer, exchange or any other transaction by which title to an artwork has been passed to the County are accessioned according to the criteria below.
- C. Criteria for Accessioning Non-Commissioned Artworks**
 1. Public Safety - The artwork must not pose any hazard or threat to public safety or public health and must not pose a potential liability for the County in any other way.
 2. Legal and ethical considerations – The artwork must not violate any national, state, or local laws or acts.
 3. Excellence – The artwork must be authentic and of an overall high level of artistic quality, workmanship, and conceptual intent.
 4. Maintenance - The artwork must not require exorbitant funds or measures to maintain it and must not require an excessive use of County resources.
 5. Restrictions – An artwork will not be accessioned which has restrictions placed on it by the artist, donor, or seller.

D. Purchase, Exchange, Trade, and Other Methods of Acquisition

In addition to gifts and commissioned artwork, works of art may occasionally be acquired through other means such as direct purchase or exchange. These works will be evaluated based on the same criteria as listed above, regardless of the method of acquisition.

VII. DEACCESSIONING

- A.** The County retains the right to deaccession any civic art on County property. Civic art projects may be considered for review toward deaccessioning if one or more of the following conditions apply:

1. The artwork has received consistent adverse public reaction for a period of five or more consecutive years.
2. The site for the artwork has become inappropriate because the site is no longer accessible to the public or the physical site is to be destroyed or altered in a significant way.
3. The artwork is found to be fraudulent or in violation of national, state, or local laws.
4. The artwork possesses demonstrated faults of design or workmanship.
5. The artwork requires excessive or unreasonable maintenance.
6. The artwork is damaged irreparably, or to an extent where repair is infeasible or impractical.
7. The artwork represents a physical threat to public safety.
8. The artwork is rarely displayed.
9. The artwork reaches the end of its original anticipated lifespan.
10. A written request for deaccessioning has been received from the artist.

Unless one of the preceding conditions applies, no art will be considered for deaccessioning unless it has been in the County Collection for a minimum of ten years.

B. Deaccessioning Procedure

If a request for deaccessioning is received from members of the public, or made by County staff or a member of the Arts Commission, then Civic Art staff will consult County Counsel and create a report summarizing the issue. Included in the report will be information about the artwork and artist, information about the current site, the reasons a person or group wants the artwork removed, any applicable restrictions or legal provisions, relevant comments and opinions from the public and/or County staff, and relevant information from the artist about the artwork.

This report will be presented to the Civic Art Committee, which will convene and make a recommendation to either remove, or not remove, an artwork from the County Collection. Their recommendation will be presented to the Arts Commission. If the Arts Commission recommends to remove the artwork, this recommendation will be submitted for approval to the Board of Supervisors.

Should the Board of Supervisors choose to deaccession and thereby remove a work, the artist will be given at least 90 days notice prior to removal and be given the opportunity to purchase the art at its current appraised value if the artwork is able to be reasonably and safely removed. If the removal will cause expense or hardship to the County, then the artist will be responsible for the costs and arrangements involved in removing the artwork. The artist must also ensure that all state, local, and federal safety laws are followed in the removal of an artwork.

C. Alternate methods of removal from the County Collection include, but are not limited to:

1. The artwork may be appraised and advertised for sale.
2. The County may seek competitive bids for the artwork.
3. The artwork may be donated to another government agency, municipality, museum, or nonprofit.
4. The artwork may be destroyed if it is tied to a site scheduled for demolition or if it is structurally or economically infeasible to be removed safely and still maintain the integrity of the work.

VIII. RELOCATION OR MODIFICATION

A. The County retains the right to relocate or modify an artwork at any time. While the Civic Art Program will attempt to maintain an artist's original intentions for an artwork, several conditions may necessitate a modification to an artwork's original design or location:

1. A County building or facility is repurposed;
2. A County building or facility is renovated or remodeled;
3. After installation, it is apparent that an artwork creates safety problems for the public or County staff;
4. After installation, it is apparent that an artwork creates severe inconvenience or hardship for the public or County staff;
5. An artwork is being severely degraded by its present environment;
6. An artwork's security can no longer be guaranteed in its present location; or
7. After installation, it is apparent that an artwork would serve the public better in a different location at the site.

B. Relocation and Modification Procedure

1. If there is a recommendation or request for relocation or modification, Civic Art Program staff will work with the County department and consult with County Counsel, to weigh the need for relocation and modification with the possible consequences of harm occurring to the artwork or to the artist's original intent.
2. A report will be created by Civic Art Program staff that includes information about the artwork, the artist, the current site, any applicable restrictions or legal provisions, relevant comments and opinions from the public and/or County staff, relevant information from the artist about the artwork, and a summary of the potential modifications and relocations under discussion. Based on the information in this report, the Director of Civic Art will make the final decision on whether to relocate or modify the artwork. If the department does not concur with the recommendation of the Director of Civic Art, the matter may be referred to the Arts Commission whose decision will be final.
3. If an artwork is determined to be relocated or modified, Civic Art Program staff will work with the department to ensure that qualified arts professionals handle the move or the modifications with care.

4. If an artwork poses a hazard or imminent threat to public safety, public health, or property, the Arts Commission may choose to immediately relocate, remove, or modify the artwork without following the above procedure.
5. This process for evaluating whether to relocate or modify artworks does not apply to portable artworks, temporary artworks, or exhibits.

VIII. RECORDS AND INFORMATION ORGANIZATION

A. Civic Art Program staff is responsible for documenting and archiving information about historic County artworks and new Civic Art projects in the County's Civic Art Inventory (the County's Collection). This includes documenting temporary and programming/education projects after they have concluded or have been deinstalled. Information about the County's Collection is accessible to County staff and the public through the Arts Commission's Web site. A report on the County's Collection is issued to the Board of Supervisors at least once every five (5) years.

B. Scope of Documentation for a Commissioned Civic Art Project

1. The following documents are retained in the County's Collection hard and/or electronic files after a new Civic Art Project has been completed:
 - a. Contracts;
 - b. Artist's statements, proposals, biography, and any other relevant information;
 - c. Artist selection process summaries;
 - d. Press clippings the project received;
 - e. Maintenance instructions and conservator reviews of materials used;
 - f. Photographs and digital images;
 - g. Board letters;
 - h. Artist's shop drawings of artwork;
 - i. As built drawings and diagrams; and
 - j. Blueprints.

C. Additionally, any artist design drawings, sketches, or models that a commissioned artist creates for a civic artwork will be retained in the County's Collection in storage. These will be considered part of an artwork's archive. These materials may occasionally be used for public exhibitions organized by the Civic Art Program.

D. Scope of Documentation for Historic County Artwork

The extent of documentation for historic County artworks depends on available documents and research. Digital photographs will be taken by Civic Art staff of the artwork and a condition assessment will be completed. Copies of documents discovered in research will also be retained.

E. Records Retention

All records are intended to be cared for in perpetuity. If an artwork is later removed, deaccessioned, or relocated, its records will still be held in the County Collection files.

X. GRANTING PERMISSION TO USE IMAGES OF ARTWORK

A. General Guidelines

The County may grant permission to reproduce imagery of County-owned artworks, including the use of images for two-dimensional reproductions and for three-dimensional derivatives of County-owned artworks.

“Reproductions” include the use of images of County-owned artworks in educational materials, reports, or communications about services, or other non-commercial use.

“Derivatives” are usually three-dimensional objects which are derived from, or based on, elements of an original artwork. The original artwork may not be reproduced exactly, at any scale, but portions of the artwork may be used in a new image or an object based on the artwork or artwork elements.

B. Permission to Use Images of County-owned Artwork for Reproduction for Non-Commercial Purposes

1. Requests to use artwork images for non-commercial purposes must be presented in writing to the Director of Civic Art at the Los Angeles County Arts Commission. Requests must include full contact information of the organization, its status as a government, non-profit or for profit entity, and its intended use for the images.
2. The request will be reviewed and approved by Arts Commission staff, artist, department, and Supervisorial office. The normal request and review process is 30 days.
3. The Arts Commission will grant permission in writing. No formal agreement is needed.

C. Permission to Make and Sell Derivatives or Reproductions of County-owned Artwork for Commercial Purposes

1. Requests for use of artwork images must be presented in writing to the Director of Civic Art at the Los Angeles County Arts Commission. Requests must include full contact information of the organization, its status as a government, nonprofit or for profit entity, its intended use for the images and an estimate of anticipated annual gross income.
2. The request will be reviewed and approved by Arts Commission staff, artist, department, and Supervisorial office. The normal request and review process is 60 days.
3. The Los Angeles County Arts Commission will enter into a three-party (artist, County and non-profit) agreement to grant permission.
4. The Arts Commission will monitor sales on an annual basis.

D. Filming

Artworks are frequently included in locations used for filming. Since artists hold the copyright on County-owned artworks, film companies must get waivers or negotiate a royalty payment from the artist before including the artwork in the footage. Film companies may contact the Arts Commission to receive contact information for artists.

CHECKLIST

Civic art requirements for one percent of design, construction and project related costs apply to developer delivered County capital projects. This checklist outlines the key milestones and deliverables for compliance with the Civic Art Policy and Procedures.

Solicitation Phase

- ☐ Art consultant through County's prequalified consultant list
- ☐ Narrative statement on how the civic art project will satisfy the Civic Art Policy

Contract Negotiation Phase**Civic Art Plan**

- ☐ Artist qualifications and biography
- ☐ Conceptual art proposal
- ☐ Engagement plan
- ☐ Art budget reflecting how the one percent for art requirement will be allocated that is all inclusive of art consultant and artist fees, design, fabrication, installation, permits and other related civic art expenses
- ☐ Timeline for design, fabrication and installation as it relates to the overall construction project schedule

Civic Art Plan Implementation Phase

- ☐ Developed Civic Art Design Packet
- ☐ Final Civic Art Design Packet
- ☐ Closeout Documents
 - ☐ Final art budget and itemized costs
 - ☐ Completed "Civic Art Program Art Maintenance and Conservation Record" form;
 - ☐ Provide as-built documentation pertaining to the civic art
 - ☐ Artist copyright registration for civic art
 - ☐ Professional photography
 - ☐ Plaque(s) identifying the civic art title, year, media and credits the Los Angeles County Arts Commission and Civic Art Program
- ☐ Covenant

County Verification

- ☐ Notice of Acceptance to the developer from the Arts Commission

Attachments

- ☐ Conceptual Art Proposal
- ☐ Engagement Plan
- ☐ Developed Design
- ☐ Final Design
- ☐ Budget Template
- ☐ Guidelines for the Conservator Review
- ☐ Art Maintenance and Conservation Record
- ☐ Required CAPA/VARA Standard Terms and Conditions
- ☐ Declaration of Covenants
- ☐ Closeout Documents
- ☐ Photography ('Shot List') Requirements
- ☐ Plaque Template and Specifications
- ☐ Indirect Hire Survey Form

CONCEPTUAL ART PROPOSAL

The conceptual art proposal includes the following:

1. A narrative which addresses:
 - a. The inspiration for the design;
 - b. Why the design is sensitive to the immediate and surrounding environment (department, community, neighborhood, etc.);
 - c. Location, materials, and approximate size of all artwork elements; and
 - d. Proposed schedule.
2. A preliminary budget that includes art consultant and artist fees, fabrication and installation, general liability insurance, transportation, and estimates of any other costs associated with completing the project.
3. At least three colored color drawings or visuals of all proposed art elements showing the artwork in context to site and from multiple views with regard to human scale. Include examples of materials on illustrations and daytime and nighttime effects.

The County retains final approval over these documents and any submittals related to the civic art requirements. The County reserves the right to reject all or any part of the civic art submittals and to select and/or replace the artist chosen by the developer, for any reason and at the County's sole discretion.

ENGAGEMENT PLAN

Definition

Public Engagement includes, but is not necessarily limited to efforts that are formally scheduled and/or informally conducted:

1. An activity that demonstrates art/art process (expressions, live art actions, happenings).
2. A place observation and personal interactions (such as informal interviews) to glean impressions of culture, habits, and community issues.
3. Formal interviews or conversations.
4. Giving a talk/workshop/site visit to special interest group(s) in the community.

Submittal

The engagement plan is submitted after the **Conceptual Art Proposal** and must include:

1. A high-level description of the proposed public engagement plan;
2. An explanation of how the public engagement plan will inform and/or inspire the artist's proposal for the design of the civic art;
3. A list of the time, duration, and location, and a description of, proposed engagement events over the course of the project;
4. Who and when you will be meeting with or interviewing;
5. Any site observation you plan on doing and when;
6. Standards or criteria by which to measure the success of the public engagement;
7. Any visual, video, or other samples necessary to convey the goals or approach to public engagement identified in the proposed public engagement plan;
8. A proposed budget for the public engagement; and
9. How you will measure success.

The County retains final approval over these documents and any submittals related to the civic art requirements. The County reserves the right to reject all or any part of the civic art submittals and to select and/or replace the artist chosen by the developer, for any reason and at the County's sole discretion.

DEVELOPED CIVIC ART DESIGN PROPOSAL

Is submitted during the **Civic Art Implementation Phase** and includes the following:

1. An updated narrative which addresses:
 - a. The inspiration for the design;
 - b. Why the design is sensitive to the immediate and surrounding environment (department, community, neighborhood, etc.);
 - c. Location, materials, and dimensions of all artwork elements;
2. A developed schedule.
3. An updated budget that includes art consultant and artist fees, fabrication and installation, general liability insurance, transportation, and estimates of any other costs associated with completing the project.
4. At least three colored color drawings or visuals of all proposed art elements showing the artwork in context to site and from multiple views with regard to human scale. Include examples of materials on illustrations and daytime and nighttime effects.

The County retains final approval over these documents and any submittals related to the civic art requirements. The County reserves the right to reject all or any part of the civic art submittals and to select and/or replace the artist chosen by the developer, for any reason and at the County's sole discretion.

FINAL CIVIC ART DESIGN PROPOSAL

Is submitted during the **Civic Art Implementation Phase** and includes the following:

1. Final Budget, including all costs to design, build, transport, insure and install the Artwork, including but not limited to:
 - a. Artist fees for design, meetings, administration and production oversight during fabrication and installation phases;
 - b. Cost for art conservator review of materials;
 - c. Construction materials;
 - d. Fabrication and labor (include sources and quotes when possible);
 - e. Structural engineering;
 - f. Transportation of artwork, Artist and materials;
 - g. Lighting (for minimum number of fixtures only);
 - h. Permit fees;
 - i. General liability, auto Insurance and other insurance as applicable;
 - j. Storage;
 - k. Contingency; and
 - l. And any other costs, not to exceed the fixed amount of the artwork commission.
2. Fabrication Plan
 - a. Complete list of materials;
 - b. Describe methods for fabrication and outline steps; and
 - c. Structural engineering drawings and calculations, if necessary.
3. Final Scaled Drawings and Renderings
 - a. Submit scaled drawings indicating all dimensions, locations, attachments, and lighting schematics;
 - b. Provide at least three color renderings of all proposed art elements showing the artwork in context and from multiple views with regards to human form;
 - c. Two of the renderings should be easily understood and ready for public distribution to illustrate daytime and nighttime effects, as applicable
4. Installation Plan
 - a. Describe how art elements will be installed and outline steps;
 - b. General contractor responsibilities and sequencing for site preparation and installation;
 - c. Artist's responsibility and sequencing for the installation of the artwork;
 - d. Upon delivery, artwork should be finished and installed in a manner that does not require additional storage at any point;
 - e. How the Artwork will be protected in the event it is completed prior to any other elements on Site.

5. Maintenance Plan

- a. Submit the Civic Art Program Conservator Review and Guidelines (see attached form) with recommendations from the Art Conservator, assessing the entire artwork materials and specifications including lighting plan to communicate longevity, safety and durability of materials; and
- b. Include recommendations for routine maintenance and long-term conservation.

The County retains final approval over these documents and any submittals related to the civic art requirements. The County reserves the right to reject all or any part of the civic art submittals and to select and/or replace the artist chosen by the developer, for any reason and at the County's sole discretion.

GUIDELINES FOR CONSERVATOR REVIEW

The purpose of the Conservator Review is to plan ahead for material durability and maintenance to assure a minimum 25 year life span for the civic artwork being created. All contracts for civic artworks commissioned through the Los Angeles County Civic Art Program require artists to complete a Conservator Review during the design phase with a professional art conservator who conforms to the standards of the American Institute of Conservation. The Conservator Review is a report written by a conservator assessing the entire artwork materials and specifications including lighting plan to communicate longevity, safety and durability of materials and includes recommendations for routine maintenance and long term conservation.

This Conservator Review provides an opportunity for the artist/artist team to discuss the project scope, materials, fabrication techniques, finishes, etc. with the conservator and initiates a discussion about artwork maintenance and life span expectations. The role of the Conservator is not to design with, or dictate to the artist, but to offer options and suggestions and guide the project towards a design solution that ensures a stable and low maintenance artwork.

1. Documents the Artist Provides to the Conservator

Please mark the documents provided:

- ☐ Written description (e.g. spec sheet) of the materials or finishes of each material (or of materials in consideration).
- ☐ Written description of concept and imagery.
- ☐ Material samples and/or product specifications and Material Safety Data Sheets.
- ☐ Scale renderings or maquette of artwork, labeled with dimensions, materials and hardware.
- ☐ Location of artwork on site/floor plan or photograph.
- ☐ Technical drawings showing artwork components, their attachment points and hardware.
- ☐ Technical installation drawing showing anchoring system to foundation, footing and/or attachment point, including hardware.
- ☐ Technical drawing showing foundation or footing if applicable.
- ☐ Other:

2. Artwork Lifespan:

Discuss the anticipated lifespan of the artwork. The artwork, including all of its components, should last a minimum of 25 years in the location for which it is designed.

3. Conservator Review:

Assess each material (including hardware and protective finishes), technological/mechanical components, material combinations and fabrication techniques proposed by the artist. Consider short and long term environmental factors and public interaction. Recommend alternative materials or methods if needed and explain why the alternatives will benefit the artwork.

4. Maintenance Guidelines:

Assess potential short and long term maintenance requirements, routine and irregular. Recommend routine maintenance procedures that can be carried out by County staff and potential irregular maintenance procedures that would have to be carried out by a

conservator.

5. Art Conservation Record:

The artist is contractually required to submit this form to close out the project. A sample Art Maintenance and Conservation Record form is available from the Arts Commission.

The following priority areas should be addressed during the conservator's review:

Site/Foundation & Footings

The long term care of a permanently sited sculpture will be affected by the form, shape and use of the site; adjacent activities, rooms, buildings, structures, trees, roads, playgrounds, parking lots, water elements, etc. will all have an effect on the artwork. Permanently sited work requires not only an adequate foundation, anchoring or attachment system, but the attachments should be reasonably reversible in case the artwork ever needs to be removed for maintenance or conservation or requires re-sitting for unforeseen reasons. Possible points to consider:

- Appropriate artwork layout and design for the site as used now, and as it might evolve in the future.
- Ease of access to the site for maintenance to the artwork.
- Availability/proximity of water and power for maintenance/service. Example: If the artist is going to use a sacrificial anti-graffiti coating on the artwork, does the site have hot water that can be used with a low pressure hose?
- Consider adjacent activities, structures, landscape, irrigation, etc. that may affect the artwork.
- Consider human traffic, bike traffic, skateboard traffic, utility vehicle traffic, etc.
- Environmental risk factors: weather elements, earthquakes, wildfire, flood, etc.
- Foundation or architectural support options:
 - Anchor/attachment hardware design, material, embedment, etc.
 - How anchors/attachments are connected to, and supported within, the artwork.
 - Anchor/attachment system reversibility/removability if that becomes necessary.
 - Need for documentation of the anchor/attachment system design details.

Structure, Materials and Fabrication

Materials should be selected based on their ability not only to support the work in a variety of environmental conditions, but also their need to remain durable over time and be compatible with all other artwork materials. The overall design should work in concert with the selected materials and should accommodate the maintenance anticipated as much as possible. Possible points to consider:

- Access to all areas of the artwork for maintenance—thinking ahead about providing adequate/reasonable space for the placement of lifts, ladders, scaffolding, etc.
- Materials proposed; focus on durability, compatibility, and inherent vice, discuss alternative materials as appropriate.
- Materials proposed are appropriate for the site: consider materials suitable for interior vs. exterior and buildings/sites with particular material safety requirements such as hospitals (OSHDP/Office of Statewide Health Planning and Development), mental health clinics, child care centers, detention camps, etc.

- Possible impact of rust, oxidation, corrosion, galvanic corrosion (i.e. adequate drainage to prevent prolonged contact with water).
- Possible impact of human traffic—authorized and unauthorized (i.e. sitting, climbing, jumping + skateboard/bikes).
- Access to structural materials if maintenance or repair is ever necessary.
- Fabrication techniques; focus on use of recognized and standard (repeatable/repairable) techniques.
- Method of installation: what types of materials will be used install/secure the artwork? These materials must have the same durability and low maintenance as the artwork, must be compatible with the artwork materials.

Technological/Mechanical Components

Technological systems, mechanical components, or equipment that is necessary to the function of the artwork can present maintenance difficulties down the road if not well considered, or well suited to the task they are being asked to do. As appropriate, discuss this potential weak point and how the long term success or failure of the work may depend on durable, serviceable and replaceable systems. Possible points to consider:

- Are the systems being considered designed to do what they are being tasked with?
- Will the systems be robust enough to provide service throughout the life of the artwork?
- Is the system or technology unique, or experimental? Discuss proven alternatives if they exist.
- Is the system or technology replaceable? Discuss future alternatives if technology evolves and a proposed system is no longer available.

Surface, Finish & Coatings

Finish materials and coatings should be selected not only for their aesthetic qualities, but also for their ability to survive environmental conditions. Ease of maintenance to critical surfaces will also insure the artwork looks its best as it ages. Possible points to consider:

- Human interaction—including casual touching, climbing, hanging, sliding + skateboard/bikes.
- Chemical pollutants, soot from vehicles or local industry, acid rain.
- Long term exposure to sunlight (ultra violet rays) and its effect on paint, plastics, etc.
- Moisture—direct and trapped; from rain, runoff, dew, landscaping irrigation, etc.
- Biological debris build-up, and the ease/impact of its removal.
- Vandalism—discuss any likely targets on the artwork.
- Graffiti—painted on, drawn on, scratched in, etc.; discuss anti-graffiti coatings if appropriate.
- Access to all surfaces areas of the artwork for maintenance.

The County retains final approval over these documents and any submittals related to the civic art requirements. The County reserves the right to reject all or any part of the civic art submittals and to select and/or replace the artist chosen by the developer, for any reason and at the County's sole discretion.

ART MAINTENANCE AND CONSERVATION RECORD

The Los Angeles County Arts Commission's Civic Art Program requires artists to provide details that form a comprehensive guide for long term care of artworks. The information provided is given to departments that conduct routine maintenance with non-specialized staff. Thank you for helping to ensure that your artwork receives the care needed to last into the future.

Date:

Artist name:

Contact information (address, phone numbers, and email):

Artwork title:

Date of completed installation:

Dimensions (h x w x d):

Fabrication, Medium and Technique

(List brand names of materials used whenever possible.)

1. Preparatory methods (e.g. drawings, sketches, computer models, physical models):

2. Where was the artwork fabricated (e.g. name of studio, foundry):

3. Equipment used in fabrication:

4. Principal materials used in fabrication (e.g. specific type of metal, brand or manufacturer's name of materials, paint or color names):

If applicable, describe any electrical or technological components used, their operation and supplier:

5. Support and other materials (e.g. describe in detail the base, foundation, or any other materials that support the work of art such as screws, nails, glue, armatures; if the artwork is a painting, describe type of canvas or panel here as well as any primer):

6. Final work methods, describe in detail (e.g. cast, welded, carved, modeled, thrown, assembled):

7. Describe how any final patina or other surface was achieved, including any varnish or protective coating (patina, anti-graffiti coating, glaze, sealer, fire retardant):

Method of application and tools used to apply the surface:

Date applied: (e.g. immediately upon completion, after six months):

8. Date fabrication was completed (if different from date of installation):

How long was work in process?

Installation

1. Methods of installation (describe in detail how the artwork was installed):

2. Describe any materials used in the presentation of the artwork (e.g. composition of pedestal, backing, framing, type of hanging fixtures):

3. Are there any special installation instructions (e.g. viewing height, measured distance from objects)?

4. If an artwork is more than one piece requiring special assembly, supply documentation on how to install correctly (attach photographs or sketch):

External Factors

Describe known factors which may affect the artwork's condition and any precautionary measures which should be taken (e.g. direct sunlight, annual rain or snowfall, temperature extremes, air moisture or dryness, rainfall acidity, flooding, wind, vibrations, air pollutants, vehicular and/or pedestrian traffic, potential animal interaction with artwork – nesting, droppings, etc., and human interaction with artwork – everyday use, and/or vandalism):

Desired Appearance

1. Describe in specific terms and, if necessary, with accompanying drawings or photographs, the physical qualities for which the County tenant department should strive in order to maintain the artist's intent (e.g. matte rather than glossy luster, color of patina, etc.) What may be acceptable in form, surface, texture, coloration as related to natural aging of materials? (if already stated in design documents, this information may be copied here)

2. If the work is site-specific, describe the particular relationship of the work to its site, including any significant physical aspects of the site which, if altered, would significantly alter the intended meaning and/or appearance of the work (if already stated in design documents, this information may be copied here):

Maintenance/Conservation Instructions

Provide detailed instructions for routine maintenance as well as for less frequent and more extensive preventive measures, if any, for the artwork:

1. Routine maintenance (e.g. removal of dust, dirt, and mineral deposits; maintenance of protective surfaces; tightening, adjusting and/or oiling components):

2. Cyclical maintenance (less frequent and more extensive preventive measures, e.g. disassembly and inspection; reapplication of protective sealers and waxes; repainting):

3. Packing, storage, and shipping instructions if applicable:

4. Please list any other maintenance or conservation considerations:

Artist Signature

Date

TO BE COMPLETED BY CIVIC ART PROGRAM

Condition of artwork upon acceptance

Excellent ___ Good___ Fair ___ Poor___

Initial:

Civic Art Project Manager

Date

Civic Art Collections Manager

Date

Civic Art Director

Date

The County retains final approval over these documents and any submittals related to the civic art requirements. The County reserves the right to reject all or any part of the civic art submittals and to select and/or replace the artist chosen by the developer, for any reason and at the County's sole discretion.

REQUIRED CAPA VARA STANDARD TERMS AND CONDITIONS**APPROVAL AND OWNERSHIP OF DELIVERABLES**

All tasks, work product, deliverables, services, or other work performed by ARTIST are subject to approval by the Los Angeles County Arts Commission ("County"). Approval of deliverable(s) will not be unreasonably withheld by County. Rejection of deliverable(s) will be on clearly stated grounds with reference to objective criteria and the established Scope of Work. ARTIST understands and acknowledges that the County will own all work product and deliverables and will have the right to use and exhibit such work product and deliverables for public display and for educational or other non-commercial purposes.

INTELLECTUAL PROPERTY RIGHTS

1. ARTIST will retain all rights to the Design and to the subsequent Artwork pursuant to the Copyright Act of 1976 ("Copyright Act") (17 U.S.C. sections 101, et seq.), except, however, that ARTIST hereby waives any rights under the Copyright Act which are expressly waived and/or granted to the County in this agreement.
2. The ARTIST may, at ARTIST's sole expense, register with the United States Register of Copyrights a copyright of the Design in the ARTIST's name. If the ARTIST opts to copyright the Design, ARTIST will provide County with a copy of the application for registration, the registration number and the effective date of the registration, and agrees to enforce and defend any attempt(s) to infringe upon ARTIST's copyright. ARTIST expressly assigns to County ARTIST's right to enforce and defend the copyright in the event he or she does not act within a reasonable time after written notice from County to do so. ARTIST further hereby grants to County the right to reproduce and retain copies of the Design plans and drawings produced and used by ARTIST for the purposes of (1) fulfilling County's responsibilities as owner of the Design; and (2) public exhibition related to the display of the Design.
3. Upon completion of the Artwork as contemplated in the Design, ARTIST will, at ARTIST's sole expense, register with the United States Register of Copyrights a copyright of the Artwork in ARTIST's name, and will provide County with a copy of the application for registration, the registration number and the effective date of the registration. ARTIST agrees to enforce and defend any attempt(s) to infringe upon ARTIST's copyright of the Artwork. ARTIST expressly assigns to County ARTIST's right to enforce and defend the copyright of the Artwork in the event he or she does not act within a reasonable time after written notice from County to do so.
4. ARTIST hereby grants to County an irrevocable and exclusive worldwide license to reproduce, distribute, and/or display two- or three-dimensional reproductions of the Design and/or Artwork for any non-commercial purpose, including, without limitation, advertising, brochures, posting on a County web page, media publicity, and catalogues or similar publications. All such reproductions will bear a copyright notice in ARTIST's name. If County wishes to make reproductions of the Design or Artwork for commercial purposes, including, but not limited to T-shirts, postcards or posters, the County and ARTIST will execute a separate agreement to address the terms of the license granted by the ARTIST and the royalty the ARTIST will receive.
5. The Design and/or Artwork will be unique and ARTIST therefore waives the right to make or to authorize others to make two- or three-dimensional reproductions of the Design or Artwork, or to make or authorize the making of derivative works based on the Design or Artwork, except

with prior written permission by County. ARTIST agrees that in any public showing under ARTIST's control of reproductions and/or derivative works of the Design and Artwork, the ARTIST will provide public written acknowledgement that the Los Angeles County Arts Commission commissioned the Design and Artwork.

6. County agrees that, unless ARTIST requests otherwise in writing, County will give ARTIST public written authorship credit for the Design and Artwork, and any authorized reproductions thereof.

MORAL RIGHTS

1. With respect to the County, its agents and contractors, ARTIST waives any rights that may be waived under the Visual Artists' Rights Act ("VARA") (17 U.S.C. sections 106, 106A, 113), as amended, and any successor statutes, and the California Artwork Preservation Act ("CAPA") (California Civil Code sections 980 through 989, inclusive), as amended, and any successor statutes, in favor of the express contractual provisions set forth herein and as further set forth in any follow-on fabrication agreement between County and ARTIST. While County and ARTIST recognize the importance of ARTIST's moral rights of attribution and integrity, as identified in VARA and CAPA, ARTIST and County hereby agree to advance those statutory goals by private contract.

2. ARTIST will have the following moral rights ("Moral Rights"): (a) the right to claim authorship of the Artwork; (b) the right to prevent the use of his or her name as the author of the Artwork in the event of any physical defacement, mutilation, alteration, or destruction of the Artwork; and (c) the right, subject to the conditions and procedures set forth herein, to prevent any intentional defacement, mutilation, alteration or destruction of the Artwork.

3. Procedure for Protecting Moral Rights.

- a. County and its agents will not intentionally commit, or authorize the intentional commission of, any physical defacement, mutilation, alteration, or destruction of the Artwork, except as expressly authorized herein. Nevertheless, ARTIST hereby acknowledges that the Artwork may be installed in or made part of a building or structure and that the installation of the Artwork may subject the Artwork to destruction, distortion, mutilation, or other modification, by reason of its removal.
- b. County will provide ARTIST (or, if ARTIST is deceased, his or her heir, beneficiary, devisee, or personal representative) not less than ninety (90) days advance notice of any intended action by the County that will result in: (i) the physical defacement, mutilation, alteration, or destruction of the Artwork; (ii) the removal of the Artwork if the Artwork has been permanently affixed to or installed upon a building or other structure; and/or (iii) if the Artwork has been permanently affixed to or installed upon a building or other structure, the sale, lease, or other disposition of the building or structure to any person who does not agree to the terms of this Attachment.
- c. Upon receipt of notice from the County pursuant to subsection (b) above, ARTIST (or, if ARTIST is deceased, his or her heir, beneficiary, devisee, or personal representative) will have the right, at his or her sole expense, to remove

the Artwork within the 90-day notice period provided by County. The County may, but is not obligated to, provide an additional reasonable period of time in addition to the 90-day notice period to allow the removal of the Artwork. If the Artwork is removed by the ARTIST at his or her sole expense, or, if ARTIST is deceased, by his or her heir, beneficiary, devisee, or personal representative, at such person's sole expense, title to the Artwork will pass to the ARTIST or his or her heir, beneficiary, devisee, or personal representative who paid for the removal of the Artwork.

- d. If ARTIST (or, if ARTIST is deceased, his or her heir, beneficiary, devisee, or personal representative), declines, fails or refuses to remove the Artwork at his or her sole expense within the 90-day notice period provided by County, County may, without liability of any kind to ARTIST (or, if ARTIST is deceased, his or her heir, beneficiary, devisee, or personal representative), proceed with the proposed action that may affect the Artwork.
- e. In the event County determines that the Artwork presents an imminent hazard to the public, County may remove the Artwork without prior notice or consultation with ARTIST (or, if ARTIST is deceased, his or her heir, beneficiary, devisee, or personal representative). County will make a reasonable and good faith effort to prevent the destruction and/or minimize the mutilation, defacement, or alteration of the Artwork. County will make a reasonable and good faith effort to notify ARTIST (or, if ARTIST is deceased, his or her heir, beneficiary, devisee, or personal representative) within thirty (30) days of the County's removal of the Artwork pursuant to this subsection in order to discuss options for the final disposition, reinstallation, maintenance or deaccession of the Artwork.
- f. If ARTIST is deceased and the County has not been provided notice of the name(s) and contact information for ARTIST's heirs, beneficiaries, devisees, or personal representatives, if any, County will provide any notice specified herein by registered mail at the ARTIST's last known physical address.
- g. For the purposes of this section, County will be presumed to have made a reasonable and good faith effort to notify ARTIST (or, if ARTIST is deceased, his or her heir, beneficiary, devisee, or personal representative) if such notice is made by registered mail to the last known address of the ARTIST (or, if ARTIST is deceased, his or her heir, beneficiary, devisee, or personal representative).

4. ARTIST's sole remedy against County, its employees, contractors, and agents, with respect to ARTIST's Moral Rights, will be an action for injunctive relief. ARTIST will not be entitled to recover damages or attorneys' fees from County, its employees, contractors, and agents, in connection with any such action.

5. The rights and duties set forth herein with respect to the Moral Rights will expire upon the 50th anniversary of the death of ARTIST, and will exist in addition to any other rights and duties which may now or in the future be applicable. Except as provided in this agreement, the Moral Rights may not be waived except by an instrument in writing expressly so providing which is signed by the ARTIST (or, if ARTIST is deceased, his or her heir, beneficiary, devisee, or personal representative).

DECLARATION OF COVENANTS

The development project will have recorded against it a declaration of covenants, conditions and restrictions in favor of the County and in a form approved by the County Counsel. The declaration of covenants will include, but is not limited to, the following provisions:

1. Original Civic Art and Public Accessibility.
2. Maintenance and Conservation. The developer, and subsequently, the property owner will consistently cause the civic art to be maintained in good condition and shall perform any and all necessary repairs and maintenance of the civic art to the satisfaction of the County as outlined by section IV of the Civic Art Procedures, Maintenance and Conservation of the Artwork.
3. Relocation or Modification. The Owner shall maintain the Public Art in place on the property. The owner shall not relocate, remove, or modify nor allow the relocation, removal or modification of the civic art without the prior consent of the County and must adhere to section VIII of the Civic Art Procedures, Relocation and Modification.
4. Deaccessioning. The County reserves the right to deaccession any civic art on County property in accordance with section VII of the Civic Art Procedures, Deaccessioning.
5. Ownership of Artwork. All civic art placed on the site of the developer's project will become the property of the property owner and his/her successor(s) in the interest. The obligation to provide all maintenance and security necessary to preserve the artwork in good condition will remain with the property owner of the site.

The County retains final approval over these documents and any submittals related to the civic art requirements. The County reserves the right to reject all or any part of the civic art submittals and to select and/or replace the artist chosen by the developer, for any reason and at the County's sole discretion.

CLOSEOUT DOCUMENTATION

Is submitted during **Final Approval and Verification**.

1. Final art budget with itemized costs;
2. Completed "Civic Art Program Art Maintenance and Conservation Record" form;
3. Provide as-built documentation pertaining to the civic art;
4. Declaration of Covenants;
5. Artist copyright registration for civic art;
6. Professional photography;
7. Completed "Indirect Hire Survey" form; and
8. Plaque(s) identifying the civic art title, year, media and credits the Los Angeles County Arts Commission and Civic Art Program. (See also p.21 Plaque Template and Specifications)

The County retains final approval over these documents and any submittals related to the civic art requirements. The County reserves the right to reject all or any part of the civic art submittals and to select and/or replace the artist chosen by the developer, for any reason and at the County's sole discretion.

PHOTOGRAPHY 'SHOT' LIST FOR THE CIVIC ARTWORK

The LA County Arts Commission Civic Art program is dedicated to bringing meaningful high quality artwork to spaces throughout County of Los Angeles. Our constituents include County officials, departments and their staff, the community, general public and visitors to the facilities. Therefore it is imperative that our photographs are considerate and reflect these values and stakeholder groups.

With today's global audience, the story around a civic artwork is as important as the artwork itself. Let's tell a great story.

PHOTOGRAPHY

This applies to EACH artwork/artwork element installed. All photos should work together and on their own to tell the story of the artwork—how it came to be and is experienced.

1. **Activated Photos:**

Provide a minimum of six photos of the artwork with a person or people in it to give a sense of scale and the art functioning as intended in its architectural context. The photographer should use and direct models during the shoot including but not limited to their locations, props, character and interaction with the artwork and/or space. The photographer must get formal consent from members of the public before photographing them through a written photo release form. If the person or people are in the distance and have their backs turned to the camera, there is no need to have consent.

2. **Beauty Photos:**

Provide a minimum of seven beauty shots defined not as a straight documentary photograph, but an image designed purely to be either artistic or flattering and often for marketing/outreach purposes that showcases the artwork at a glance.

3. **Detail Photos:**

Provide a minimum of seven detail photos showing the relationship between the artwork(s) and the space which when photographed together, depict a visual story.

We encourage our photographers to make creative decisions in showcasing the artwork *within* the facility in which it is installed. Please think about the following:

1. Use of props to highlight the activities within this facility. For example, use of doctors or nurses in a photograph at a Health Services space.
2. Attention to models, size, shapes, lighting and color.
3. Relationship of size between props and the artwork.
4. What story does this picture or detail tell about the artwork? About the space?

Please avoid the following:

1. Person pointing at art;
2. Child standing in front of the art holding up his drawing that looks like the art that he's standing in front of;
3. Group photo blocking the art (unless it really is a group photo in front of the art, and we love those);

4. Anything with people and the artwork that gives the impression that we endorse climbing on art, or any unsafe activities.

The County retains final approval over these documents and any submittals related to the civic art requirements. The County reserves the right to reject all or any part of the civic art submittals and to select and/or replace the artist chosen by the developer, for any reason and at the County's sole discretion.

PLAQUE TEMPLATE AND SPECIFICATIONS

First Last Name (40pt)
Title, 2015 (36pt)
Medium (28pt)

Civic Art Program
Los Angeles County Arts
Commission

LA County Arts Commission Signage Specifications:

- 1/4" thick plate brushed aluminum plate; dimensions: 5" H x 7" W
- Letters shall have black in-fill
- Install using an adhesive appropriate for the substrate or attach with hardware to a flat surface. LACAC has approved plaque install vendors.
- If installed on a wall the plaque shall have a 54" center.
- Location of plaque must be within 1-3 feet of the artwork.
- If no wall space is available near the artwork the plaque shall be installed with a freestanding post or plinth and is then exempted from the 54" center requirement.
- If installing using a post or plinth it has to be in accordance with LA County fire code and not be a trip hazard.
- All signage design and any apparatus holding the sign must be approved by the Arts Commission before fabrication and installation of the signage.

The County retains final approval over these documents and any submittals related to the civic art requirements. The County reserves the right to reject all or any part of the civic art submittals and to select and/or replace the artist chosen by the developer, for any reason and at the County's sole discretion.

INDIRECT HIRE SURVEY FORM**Instructions:**

This form is to be completed by artist(s) hired for Developer Delivered County Capital Projects. One form should be completed by each artist as part of their close-out documentation. Indirect hires may be made by the artist or by subcontractors to the artist. All individuals who are paid with Civic Art funds should be counted. For questions, please contact the Civic Art project manager. In the box to the right of each job title, please provide a count of the number of individuals who were paid out of your contract amount to work on this project, whether hired directly by you or by a subcontractor. This is a count of individuals, whether they worked full time or part time. *Job titles may vary.* Select the job titles closest to the ones used on this job. If no appropriate job title is listed, write in the actual job title in the relevant category, and number of people in that position.

Job Title	Number Hired
Administrative	
Architectural and Engineering Managers	
Construction and Building Inspectors	
Insurance Sales Agents	
Lawyers	
Office Clerks, General	
<i>Other Administrative (write in job title and brief description of duties)</i>	
Artist	
Craft Artists	
Fine Artists, Including Painters, Sculptors, and Illustrators	
Multimedia Artists and Animators	
Photographers	
<i>Other Artist (write in job title and brief description of duties)</i>	
Design	
Architects, Except Landscape and Naval	
Civil Engineers	
Commercial and Industrial Designers	
Electrical Engineers	
Graphic Designers	
Landscape Architects	
Mechanical Engineers	
Set and Exhibit Designers	
<i>Other Design (write in job title and brief description of duties)</i>	
Labor	
Construction Laborers	
Construction Managers	
Electricians	

Fiberglass Laminators and Fabricators	
Glass Blowers, Molders, Benders, and Finishers	
Glaziers	
Grinding, Lapping, Polishing, and Buffing Machine Tool Setters, Operators, and Tenders, Metal and Plastic	
Installation, Maintenance, and Repair Workers, All Other	
Model Makers, Metal and Plastic	
Molders, Shapers, and Casters, Except Metal and Plastic	
Painting, Coating, and Decorating Workers	
Plasterers and Stucco Masons	
Pourers and Casters Metal	
Production Workers, All Other	
Sheet Metal Workers	
Stonemasons	
Structural Metal Fabricators and Fitters	
Terrazzo Workers and Finishers	
Tile and Marble Setters	
Welders, Cutters, Solderers, and Brazers	
<i>Other Labor (write in job title and brief description of duties)</i>	
Research	
Archivists	
Astronomers	
Geoscientists, Except Hydrologists and Geographers	
Historians	
Librarians	
Museum Technicians and Conservators	
<i>Other Research (write in job title and brief description of duties)</i>	
Transportation	
Cargo and Freight Agents	
Crane and Tower Operator	
Heavy and Tractor-Trailer Truck Drivers	
Light Truck or Delivery Services Drivers	
<i>Other Transportation (write in job title and brief description of duties)</i>	

The County retains final approval over these documents and any submittals related to the civic art requirements. The County reserves the right to reject all or any part of the civic art submittals and to select and/or replace the artist chosen by the developer, for any reason and at the County's sole discretion.

Appendix K

Community Benefits Policy



Los Angeles County
BOARD OF SUPERVISORS POLICY MANUAL

Policy #:	Title:	Effective Date:
0.000	Community Benefits for County Economic Development Projects	00/00/00

PURPOSE

To establish criteria and procedures for economic development projects in Los Angeles County in order to generate economic benefits for the businesses, community, and residential, commercial or industrial area surrounding each project. The processes contained in the Policy include guidance on the use of County resources and the applicability of County programs to economic development projects such that the intended economic results are achieved: jobs for the local workforce, expansion of the County's tax base, and enhancement of the quality of life for County residents.

The County can strengthen its local economy by promoting workforce development, small business utilization, and broad-based partnerships with the private sector. By making it a County priority to create opportunities for the local workforce and increase small business utilization in County contracting and procurement, the County can help to connect the innovation and entrepreneurship of our diverse communities with a clear vision for regional economic development.

REFERENCE

March 14, 2017 Board Order #3

Board Policy, Chapter 5 – Contracting and Purchasing – 5.125 Economic Development: Business Incentive Program.

March 8, 2017 Chief Executive Office report to Board, "Report Back on an Implementation Plan for Community Participation in Economic Development Projects (Item No. 16, Agenda of November 9, 2016)".

POLICY

The Chief Executive Officer (CEO) shall administer a community benefits program on each economic development project as part of the County's economic development efforts. This policy furthers the County's commitment to the economic self-sufficiency of the community around which the economic development project is based. The goals shall be to attract and retain businesses, grow the regional workforce, and provide greater economic opportunity for residents.

I. Economic Development Projects

For the purposes of this Policy, economic development projects will be defined as projects where there is a public-private partnership resulting in tangible economic development benefits that extend beyond just the construction of County facilities. A public-private partnership will be defined as a contractual relationship by which there is material use of a County-owned, or County-funded facility by a non-profit or private entity during the construction of, and following completion and delivery of the project. Any project seeking any material use of County-owned land, County-funded facility, or investment of County resources meeting the conditions below, must result in direct economic development benefits to the local community, such as job creation for non-County employees, commercial or mixed-use development, retail investment, blight removal, affordable housing, or any other activity that improves the economic well-being of local residents.

This policy shall apply to the following types of projects:

- 1) A public-private construction project with either:
 - a) A projected budget in excess of \$10 million; or
 - b) 50,000 square feet or more of net useable floor area; and
- 2) If initiated by a private person or entity, a project for which a complete development application is received by the County after the effective date of this policy; and
- 3) If initiated by the County, a project for which the Board approves the release of a Request for Proposals (RFP) after the effective date of this policy.

This policy does not apply to residential projects in Marina Del Rey, projects exclusively related to affordable housing, or projects for which a complete development application was received by the County (or for which the release of an RFP was approved by the Board) prior to the effective date of this policy.

II. Community Benefits

On each economic development project subject to this policy, the CEO, or Board authorized designee, must work with the developer and affected departments to

implement the following requirements:

- i. **Community Engagement Practices.** Economic development projects must incorporate a robust, culturally competent community engagement process. This will consist of at least two advertised, public community meetings to solicit public comment during the pre-development phase, and a minimum of two additional public community meetings during the development phase.
- ii. **Local and Target Worker Hire.** There shall be a 30 percent local hiring requirement for construction jobs on economic development projects, and a 10 percent hiring requirement for targeted workers facing barriers to employment, such as a criminal record, disabilities, language barriers, homelessness, or veteran status. This is consistent with the Local and Target Worker Hire Policy applicable to contracts approved by the Board after October 31, 2016. There shall also be an aspirational goal of 30 percent local hiring, and 10 percent target worker hiring for permanent jobs on economic development projects. Permanent jobs shall be jobs that are filled on a full-time equivalent basis upon completion of the economic development project and are located within the boundaries of the project site.
- iii. **Business Enterprise Programs.** There will be a utilization goal of 25 percent for County-verified Certified Local Small Business Enterprises (LSBEs) and a utilization goal of 3 percent for County-verified Certified Disabled Veteran Business Enterprises (DVBES) on economic development projects in line with the County's adopted business utilization goals and in coordination with the Department of Consumer and Business Affairs. The developer must show how they will use good-faith efforts to meet these goals at the outset of the project.
- iv. **Inclusive and Affordable Retail Mix.** There shall be square footage reserved on each economic development project for local tenants, together with aspirational goals for disabled veteran businesses and social enterprises. This allocation of square footage shall be determined as a percentage of the total useable floor area of the project, and shall be negotiated on a project-by-project basis.
- v. **Affordable Housing.** A minimum of 20 percent of any residential units on an economic development project shall be set aside as affordable housing. In certain circumstances, this requirement may be satisfied through the provision of an equivalent number of affordable housing units at a separate location in proximity to the economic development site. If the economic development project results in the destruction of existing affordable units, those shall be replaced on site on a one-for-one basis at a minimum.
- vi. **Workforce Training.** The developer on each economic development project shall coordinate with the Department of Workforce Development, Aging and

Community Services (WDACS) to ensure that the needs of each employer at the project site are met. WDACS will provide workforce training and services based on the need of each specific element of the project.

- vii. **Ongoing Community Engagement and Monitoring.** Ongoing community engagement during the construction phase and following project delivery will be required to ensure that the County is receptive to adverse effects to the surrounding businesses and residents after project completion. The CEO will monitor the project to ensure compliance with community benefit requirements for permanent jobs, retail tenants, and affordable housing. The term of monitoring, as well as the costs to provide for monitoring, will be negotiated on a project-by-project basis. However, the developer must fund at least a portion of the monitoring costs during the construction phase.
- viii. **Economic Analysis.** The CEO shall periodically review the success of the project in relation to County economic development goals, including job creation and expansion of the local tax base. Economic indicators such as new business openings, local vacancy rates and employment demographics shall all be studied in relation to the size of the project and its potential impact on the local economy.

To the extent that any element of the above Policy is not suitable or feasible for a particular economic development project, the CEO (or responsible department) must document any such findings in a written report to the Board. Any deviation from this Policy must be approved by the Board upon a finding of good cause. Furthermore, should the Board take action to change its current policies regarding Local and Targeted Worker Hire or Small Business Utilization, each of which is reflected above, such changes shall apply equally to this Policy.

RESPONSIBLE DEPARTMENT

Chief Executive Office

DATE ISSUED/SUNSET DATE

Issue Date:

Sunset Date: