



COUNTY OF LOS ANGELES
DEPARTMENT OF PARKS AND RECREATION

"Parks Make Life Better!"

Norma E. García-González, Director

Alina Bokde, Chief Deputy Director

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

73 June 27, 2023

June 27, 2023

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

CELIA ZAVALA
EXECUTIVE OFFICER

Dear Supervisors:

**APPROVAL OF AMENDMENT NUMBER TWO
TO SOLE SOURCE CONTRACT NUMBER 10320
WITH HYDROPOINT DATA SYSTEMS, INC. TO EXTEND SUBSCRIPTION SERVICES FOR
WEATHER-BASED IRRIGATION SMART CONTROLLERS AND INCREASE THE ANNUAL
SUBSCRIPTION AMOUNT
(ALL SUPERVISORIAL DISTRICTS) (3-VOTES)**

SUBJECT

Authorize the Director of the County of Los Angeles Department of Parks and Recreation to execute Amendment No. Two to sole source Contract No. 10320 with HydroPoint Data Systems, Inc. to extend the subscription services for weather-based irrigation controllers on a month-to-month basis, not to exceed 12 months, to allow the Department of Parks and Recreation to continue to have access to proprietary information and enable it to continue its water management program consistent with the Board's policy for conservation and irrigation efficiency while completing a solicitation for replacement services and negotiating a new multi-year contract, and to increase the annual subscription amount.

IT IS RECOMMENDED THAT THE BOARD:

1. Find that the proposed actions are not a project under the California Environmental Quality Act for the reasons stated in this Board letter and the record.
2. Authorize the Director of the Department of Parks and Recreation to execute Amendment No. Two to Contract No. 10320 with HydroPoint Data Systems, Inc. to extend the subscription services for the weather-based irrigation controllers on a month-to-month basis, not to exceed 12 months, and to increase the annual costs for the subscription services from \$62,370 to \$73,938.60.

3. Authorize the Director of the Department of Parks and Recreation, or her designee, to increase the annual subscription amount by up to ten percent of \$73,938.60 during the month-to-month extension period, for any unforeseen services within the scope of the contract.

4. Delegate authority to the Director of the Department of Parks and Recreation, or her designee, to terminate the contract for convenience, either in whole or in part, if necessary, with 30 calendar days advance written notice, once the Department of Parks and Recreation has completed the solicitation process for a replacement contract.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

On October 21, 2008, the County of Los Angeles (County) Board of Supervisors (Board) approved the acquisition and installation of the 137 smart controllers at 14 parks, which were procured through the Job Order Contract (JOC) program. An additional 114 smart controllers were later procured through the JOC program. The selected smart controllers were pre-approved by the Metropolitan Water District (MWD) and qualified for the California Friendly Irrigation Retrofit Program Multi-Family Community Common Areas and Public Parks Rebate Program offered by MWD. To meet the rebate program requirements, the controller system must be equipped with weather data transmission systems and to provide the irrigation system operators with web-based communications to monitor controller operations.

On June 15, 2010, the Board delegated authority to the Director of Parks and Recreation (Director) to execute a sole source Subscription Services Contract (Contract) with HydroPoint Data Systems, Inc. (HydroPoint) to provide a weather-based irrigation controllers system to increase irrigation efficiency to adjust watering times in response to weather conditions. The Contract was for a maximum term of 13 years, including one three-year extension period, and is set to expire on June 30, 2023. The Department of Parks and Recreation (Department) is requesting to add a month-to-month extension period, not to exceed twelve (12) months, to allow time for the Department to complete a solicitation to determine if there is a similar product and service that can replace the current irrigation system and continue to maintain the Department's water management program consistent with the Board's water conservation policy.

From August 1, 2012 to present, as authorized by the Contract, the Department expanded subscription services for an additional 57 smart controllers, which were installed through multiple Change Notices, bringing the current number of smart controllers receiving wireless satellite communication to 308.

Amendment No. Two will expand the subscription services to an additional 15 smart controllers, increasing the total number of smart controllers receiving the wireless satellite communication from 308 to 323.

HydroPoint is the sole proprietor for the smart controller's maintenance and communication systems. With this subscription, the smart controllers operate according to the user programming and provide the full benefits and functionality of the controller by automatically adjusting their watering schedule in response to weather conditions.

Extending the Contract term on a month-to-month basis through June 30, 2024, will allow the Department to continue to have access to proprietary information and enable the Department to continue its water management program consistent with the Board's policy for conservation and irrigation efficiency. HydroPoint is the sole proprietor for the smart controller's maintenance and

communications systems. The subscription service is necessary to fully optimize the functionality of the smart irrigation controller and is only available from the contractor. The subscription service for these smart controllers enabled the Department to decrease its annual water usage and increase operational management.

Implementation of Strategic Plan Goals

The proposed Amendment No. Two will promote and further the Board-approved Strategic Plan Goal III.3, Realize Tomorrow's Government Today by pursuing operational effectiveness, fiscal responsibility, and accountability. The proposed Amendment No. Two will also promote Strategy II.3, Make Environmental Sustainability Our Daily Reality, by utilizing collaborative efforts and partnership to support the Board's Green Building/Sustainable Design policy by using high efficiency irrigation systems.

FISCAL IMPACT/FINANCING

The annual costs of weather data service for the 323 irrigation controllers, resulting from Amendment No. Two, will increase the annual Contract amounts from \$62,370 to \$73,939, an increase of \$11,569. The increase results from both rate increases and installation of additional irrigation controllers. Upon Board approval, the Department will have the ability to increase the annual contract amount by 10 percent or approximately \$7,400.

OPERATING BUDGET IMPACT

Sufficient funds are appropriated in the Department's Fiscal Year 2023-2024 Operating Budget for the annual cost increase of \$11,569.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Amendment No. Two contains the County's standard provisions, including consideration of hiring Gain/Grow participants, the Jury Service Program, the Defaulted Property Tax Reduction Program, Safely Surrendered Baby Law, Zero Tolerance Policy on Human Trafficking, Fair Chance Employment Practices, the County Policy of Equity, Counterparts and Electronic Signatures and Representations, Direct Deposit or Electronic Funds Transfers, and updated Indemnification and Insurance provisions.

The CEO's Risk Management Office has approved the insurance coverage, indemnification and liability provisions included in the Contract.

County Counsel has approved Amendment No. Two to Contract No. 10320 as to form.

ENVIRONMENTAL DOCUMENTATION

The recommended actions are not subject to the California Environmental Quality Act (CEQA) because they are activities that are excluded from the definition of a project by Section 21065 of the Public Resources Code and Section 15378(b)(2) of the State CEQA Guidelines. The proposed action to extend the subscription services for weather-based irrigation controllers on a month-to-month basis, not to exceed 12 months, is an administrative activity of government which will not result in direct or indirect physical changes to the environment.

CONTRACTING PROCESS

On June 15, 2010, the Board delegated authority to the Director to execute a sole source Subscription Services Contract with HydroPoint for the provision of wireless communication via internet for 137 weather based smart irrigation controllers for an initial term of ten years, with one three-year optional renewal period that was exercised by the Director.

On July 17, 2012, the Board delegated authority to the Director to execute Amendment No. 1 to the Contract to increase subscription services for 114 additional smart irrigation controllers and delegated authority to the Director to increase the annual contract amount up to 25 percent of the current amount.

From August 1, 2012, through present, subscription services were increased to add 57 smart irrigation controllers through multiple Change Notices executed by the Director, thus increasing DPR's total inventory of irrigation smart controllers to 308.

On June 12, 2023, the Director sent the Board a Notice of Intention to Negotiate a Sole Source Extension with HydroPoint Systems, Inc., to notify the Board that the Department intends to enter into negotiations for a sole source extension agreement with HydroPoint.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of the actions will further enhance the County's goal for efficient irrigation water management at its parks. There are no anticipated impacts to the current public services and/or projects associated with the proposed action.

CONCLUSION

It is requested that three adopted copies of the action taken by your Board be forwarded to the Department.

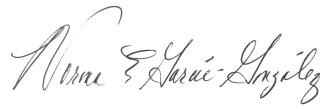
Should you have any questions, please contact Mr. Dennis Morelos at (626) 588-5260 or via email at dmorelos@parks.lacounty.gov, or Mr. Ruben Lopez at (626) 588-5300 or via email at rlopez@parks.lacounty.gov, or Ms. Kimberly Rios at (626) 588-5368 or via email at krios@parks.lacounty.gov.

The Honorable Board of Supervisors

6/27/2023

Page 5

Respectfully submitted,

A handwritten signature in cursive script, reading "Norma E. Garcia-Gonzalez".

Norma E. Garcia-Gonzalez

Director

NEGG:AB:MRRL:DM:MG:rc

Enclosures

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

**AMENDMENT NUMBER TWO TO CONTRACT NUMBER 10320
FOR WEATHER SATELLITE SERVICES AT VARIOUS COUNTY FACILITIES**

THIS AMENDMENT NUMBER TWO TO THE WEATHER SATELLITE SERVICES CONTRACT, made and entered this _____ day of _____, 2023

BY AND BETWEEN THE

COUNTY OF LOS ANGELES, a body corporate and politic, hereinafter referred to as "County",

AND

HYDROPOINT DATA SYSTEMS, INC., hereinafter referred to as "Contractor" for weather satellite services, hereinafter referred to as "services" at **Various County Facilities**, hereinafter referred to as "facility".

RECITALS

WHEREAS, on June 15, 2010, the Board of Supervisors (Board) authorized the Director of the Department of Parks and Recreation (Director) to execute a subscription service contract HydroPoint Data Systems, Inc. (Contractor) for an initial term of ten (10) years, plus one three-year extension option; and

WHEREAS, on June 24, 2010, the Director executed Contract Number 10320 (Contract) with Contractor for the provision of weather satellite subscription services at various County facilities; and

WHEREAS, on July 12, 2012, the Board authorized the Director to execute Amendment Number One to the Contract to add additional weather-based irrigation smart controllers increasing the subscription services and contract amount; and

WHEREAS, on August 1, 2012, the Director executed Amendment Number One to the Contract to increase subscription services for additional smart controllers and to increase the contract sum; and

WHEREAS, on June 30, 2020, the Director exercised the three-year extension option, extending the term to expire on June 30, 2023; and

WHEREAS, pursuant to Section 9.0, Change Notices and Amendments to the Contract, of the Contract, an amendment to the Contract shall be prepared and executed by the Director and County to add or change certain terms and conditions of the Contract; and

WHEREAS, the County and Contractor agree to further extend the term of Contract on a month-to-month basis, not to exceed 12 months; and

WHEREAS, the County and Contractor agree to expand the subscription services to include 15 additional smart controllers and revise, the subscription rates, resulting in the increase of the annual Contract amount from \$62,370 to \$73,939; and

WHEREAS, the County reserves the right to amend other terms and conditions in the Contract as they become necessary; and

NOW THEREFORE, in consideration of the mutual promises, covenants and conditions set forth herein, the County and Contractor agree that the Contract between them shall be amended, as follows:

1.0 SUBSCRIPTION FEES AND GENERAL INFORMATION

All controllers purchased, installed, and activated at county parks will incrementally add to the cumulative volume of active subscriptions. This Amendment No. 2 will add 15 smart controllers to the current total of 308 smart controllers for a total amount of 323 smart controllers. Once the volume of controllers (or units) exceeds the threshold amount of 250, the subscription rate from that point on through the end of the month-to-month extension shall be 10% less than List Pricing annually per controller or unit. (See below). No discounts shall be given in arrears for months already serviced.

Controller	Number of Units	List Pricing	10% Tier Discount	Discounted Pricing	Annual Amount
CIM-1YA	310	\$249.00	\$24.90	\$224.10	\$69,471.00
CIMXL-1YA	9	\$392.00	\$39.20	\$352.80	\$3,175.20
CIM+OFS-1YA	4	\$359.00	\$35.90	\$323.10	\$1,292.40

2.0 DESIGNATED PREMISES

Refer to Section 4.0, Designated Premises, of the Contract. Add the following facilities:

Deane Dana Friendship Natural Area, 1805 W. 9th St., San Pedro, CA 90732

Stoneview Nature Center, 5950 Stoneview Dr., Culver City, CA 90232

Vasquez Rocks Natural Area and Nature Center, 10700 W. Escondido Canyon Rd., Santa Clarita, CA 91390.

Bosque del Rio Hondo, 9311 San Gabriel Blvd., South El Monte, CA 91733

Amigo Park, 5700 S. Juarez Ave., Whittier, CA 90606

Amelia Mayberry Park, 13201 E. Meyer Rd., Whittier, CA 90605

East Rancho Dominguez Park, 15116 S. Atlantic Ave., Compton, CA 90221

Ladera Park, 6027 Ladera Park Ave., Los Angeles, CA 90056

3.0 EXHIBIT A

Exhibit A of the Contract is deleted in its entirety and replaced with the new Exhibit A attached to this Amendment No. 2.

4.0 TERM OF THE CONTRACT

Refer to Section 5.0, Term of the Contract. Add the following subsection:

“5.5 At the option of the County, the Contract term may be further extended on a month-to-month basis, not to exceed 12 months. Said extension may be exercised at the sole discretion of the Director, by providing written notice to HydroPoint prior to the expiration of the option term identified in Section 5.3 above.”

5.0 CONTRACT SUM/CONSIDERATION

Refer to Section 6.0, Contract Sum/Consideration. Add the following subsection:

“6.8 Default Method of Payment: Direct Deposit or Electronic Funds Transfer

6.8.1 The County, at its sole discretion, has determined that the most efficient and secure default form of payment for goods and/or services provided under an agreement/ contract with the County shall be Electronic Funds Transfer (EFT) or direct deposit, unless an alternative method of payment is deemed appropriate by the Auditor-Controller (A-C).

6.8.2 The Contractor shall submit a direct deposit authorization request via the website <https://directdeposit.lacounty.gov> with banking and vendor information, and any other information that the A-C determines is reasonably necessary to process the payment and comply with all accounting, record keeping, and tax reporting requirements.

6.8.3 Any provision of law, grant, or funding agreement requiring a specific form or method of payment other than EFT or direct deposit shall supersede this requirement with respect to those payments.

6.8.4 At any time during the duration of the agreement/contract, a Contractor may submit a written request for an exemption to this requirement. Such request must be based on specific legal, business or operational needs and explain why the payment method designated by the A-C is not feasible and an alternative is necessary. The A-C, in consultation with the contracting department(s), shall decide whether to approve exemption requests.”

6.0 FACSIMILE REPRESENTATION

Refer to Section 11.5, Facsimile Representation. Delete in its entirety and replace with the following:

“11.5 Counterparts and Electronic Signatures and Representations

This Contract may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same Contract. The facsimile, email or electronic signature of the Parties shall be deemed to constitute original signatures, and facsimile or electronic copies hereof shall be deemed to constitute duplicate originals.

The County and the Contractor hereby agree to regard electronic representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Amendments prepared pursuant to Paragraph 8.1 (Amendments and Change Notices) and received via communications facilities (facsimile, email or electronic signature), as legally sufficient evidence that such legally binding signatures have been affixed to Amendments to this Contract.”

7.0 INDEMNIFICATION

Refer to Section 11.7 Indemnification. Delete in its entirety and replace with the following:

“11.7 Indemnification

The Contractor shall indemnify, defend and hold harmless the County, its Special Districts, elected and appointed officers, employees, agents and volunteers (“County Indemnitees”) from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from and/or relating to this Contract, except for such loss or damage arising from the sole negligence or willful misconduct of the County Indemnitees.”

8.0 GENERAL PROVISION FOR ALL INSURANCE COVERAGE

Refer to Section 11.9, Insurance Requirements, General Provisions. Delete in its entirety and replace with the following:

“11.9 General Provisions for all Insurance Coverage

11.9.1 Without limiting Contractor's indemnification of County, and in the performance of this Contract and until all of its obligations pursuant to this Contract have been met, Contractor must provide and maintain at its own expense insurance coverage satisfying the requirements specified in Paragraphs 11.9 and 11.10 of this Contract. These minimum insurance coverage terms, types and limits (the “Required Insurance”) also are in addition to and separate from any other contractual obligation imposed upon Contractor pursuant to this Contract. The County in no way warrants that the Required Insurance is sufficient to protect the Contractor for liabilities which may arise from or relate to this Contract.

11.9.2 Evidence of Coverage and Notice to County

11.9.2.1 Certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured

endorsement confirming County and its Agents (defined below) has been given Insured status under the Contractor's General Liability policy, must be delivered to County at the address shown below and provided prior to commencing services under this Contract.

11.9.2.2 Renewal Certificates must be provided to County not less than ten (10) days prior to contractor's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required contractor and/or sub-contractor insurance policies at any time.

11.9.2.3 Certificates must identify all Required Insurance coverage types and limits specified herein, reference this Contract by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate must match the name of the contractor identified as the contracting party in this Contract. Certificates must provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand dollars (\$50,000), and list any County required endorsement forms.

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

11.9.2.5 Certificates and copies of any required endorsements must be sent to:

County of Los Angeles
Department of Parks and Recreation
1000 South Fremont Avenue, Unit #40
Building A9 West, 2ND Floor
Alhambra, CA 91803

Attention: Contracts, Procurement, and Reservations Division

11.9.2.6 Contractor also must promptly report to County any injury or property damage accident or incident, including any injury to a contractor employee occurring on County property, and any loss, disappearance, destruction, misuse, or theft of County property, monies or securities entrusted to contractor. Contractor also must promptly

notify County of any third-party claim or suit filed against contractor or any of its subcontractors which arises from or relates to this Contract and could result in the filing of a claim or lawsuit against contractor and/or County.

11.9.3 Additional Insured Status and Scope of Coverage

The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, employees and volunteers (collectively County Indemnitees) must be provided additional insured status under contractor's General Liability policy with respect to liability arising out of contractor's ongoing and completed operations performed on behalf of the County. County and its Agents additional insured status must apply with respect to liability and defense of suits arising out of the contractor's acts or omissions, whether such liability is attributable to the contractor or to the County. The full policy limits and scope of protection also must apply to the County and its Agents as an additional insured, even if they exceed the County's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

11.9.4 Cancellation of or Changes in Insurance

Contractor must provide County with, or contractor's insurance policies must contain a provision that County will receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice must be provided to County at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of the Contract, in the sole discretion of the County, upon which the County may suspend or terminate this Contract.

11.9.5 Failure to Maintain Insurance

Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance will constitute a material breach of the Contract, upon which County immediately may withhold payments due to contractor, and/or suspend or terminate this Contract. County, at its sole discretion, may obtain damages from contractor resulting from said breach. Alternatively, the County may purchase the Required Insurance, and without further notice to contractor, deduct the premium cost from sums due to contractor or pursue contractor reimbursement.

11.9.6 Insurer Financial Ratings

Coverage must be placed with insurers acceptable to the County with A.M. Best ratings of not less than A:VII unless otherwise approved by County.

11.9.7 Contractor’s Insurance Must Be Primary

Contractor’s insurance policies, with respect to any claims related to this Contract, must be primary with respect to all other sources of coverage available to contractor. Any County maintained insurance or self-insurance coverage must be in excess of and not contribute to any contractor coverage.

11.9.8 Waivers of Subrogation

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

11.9.9 Subcontractor Insurance Coverage Requirements

Contractor must include all subcontractors as insureds under contractor’s own policies or must provide County with each subcontractor’s separate evidence of insurance coverage. Contractor will be responsible for verifying each subcontractor complies with the Required Insurance provisions herein and must require that each subcontractor name the County and contractor as additional insureds on the subcontractor’s General Liability policy. Contractor must obtain County’s prior review and approval of any subcontractor request for modification of the Required Insurance.

11.9.10 Deductibles and Self-Insured Retentions (SIRs)

Contractor’s policies will not obligate the County to pay any portion of any contractor deductible or SIR. The County retains the right to require contractor to reduce or eliminate policy deductibles and SIRs as respects the County, or to provide a bond guaranteeing contractor’s payment of all deductibles and SIRs, including all related claims investigation, administration and defense expenses. Such bond must be executed by a corporate surety licensed to transact business in the State of California.

11.9.11 Claims Made Coverage

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

11.9.12 Application of Excess Liability Coverage

Contractors may use a combination of primary, and excess insurance policies which provide coverage as broad as (“follow form” over) the underlying primary policies, to satisfy the Required Insurance provisions.

11.9.13 Separation of Insureds

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

11.9.14 Alternative Risk Financing Programs

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

11.9.15 County Review and Approval of Insurance Requirements

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

9.0 INSURANCE COVERAGE

Refer to Section 11.10, Insurance Coverage Requirements. Delete in its entirety and replace with the following:

"11.10 Insurance Coverage Requirements

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

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

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

11.10.3 Workers Compensation and Employers' Liability insurance or qualified self- insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$1 million per accident. If Contractor will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also must include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer. The written notice must

be provided to County at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. If applicable to Contractor's operations, coverage also must be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law."

10.0 SAFELY SURRENDERED BABY LAW

- 10.1 Add Section 11.22, Contractor's Acknowledgement of County's Commitment to Safely Surrendered Baby Law.

"11.22 Contractor's Acknowledgement of County's Commitment to Safely Surrendered Baby Law

The Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the County's policy to encourage all County contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster, in Exhibit F, in a prominent position at the Contractor's place of business. The Contractor will also encourage its subcontractors, if any, to post this poster in a prominent position in the subcontractor's place of business. Information and posters for printing are available at www.babysafela.org."

- 10.2 Add Section 11.23, Notice to Employees Regarding the Safely Surrendered Baby Law.

"11.23 Notice to Employees Regarding the Safely Surrendered Baby Law

The Contractor shall notify and provide to its employees and shall require each subcontractor to notify and provide to its employees, information regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The information is set forth in Exhibit F, Safely Surrendered Baby Law of this Contract. Additional information is available at www.babysafela.org."

11.0 CONSIDERATION OF HIRING GAIN/GROW PARTICIPANTS

Add Section 11.24, Consideration of Hiring GAIN/GROW Participants.

"11.24 Consideration of Hiring GAIN/GROW Participants

- 11.24.1 Should the contractor require additional or replacement personnel after the effective date of this Contract, the contractor will give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the contractor's minimum qualifications for the open position. For this

purpose, consideration will mean that the contractor will interview qualified candidates. The County will refer GAIN-GROW participants by job category to the contractor. Contractors must report all job openings with job requirements to: GAINGROW@DPSS.LACOUNTY.GOV and BSERVICES@WDACS.LACOUNTY.GOV and DPSS will refer qualified GAIN/GROW job candidates.

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

12.0 COUNTY’S ZERO TOLERANCE HUMAN TRAFFICKING

Add Section 11.25, Compliance with County’s Zero Tolerance Human Trafficking.

“11.25 Compliance with County’s Zero Tolerance Policy on Human Trafficking

The Contractor acknowledges that the County has established a Zero Tolerance Policy on Human Trafficking prohibiting contractors from engaging in human trafficking.

If a Contractor or member of a Contractor’s staff is convicted of a human trafficking offense, the County shall require that the Contractor or member of the Contractor’s staff be removed immediately from performing services under the Contract. The County will not be under any obligation to disclose confidential information regarding the offenses other than those required by law.

Disqualification of any member of a Contractor’s staff pursuant to this paragraph shall not relieve the Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.”

13.0 FAIR CHANCE EMPLOYMENT PRACTICES

Add Section 11.26, Compliance with Fair Chance Employment Practices.

“11.26 Compliance with Fair Chance Employment Practices

The Contractor shall comply with fair chance employment hiring practices set forth in California Government Code Section 12952, Employment Discrimination: Conviction History. The Contractor’s violation of this paragraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, the County may, in its sole discretion, terminate the Contract.”

14.0 COUNTY POLICY OF EQUITY

Add Section 11.27, Compliance with the County Policy of Equity.

“11.27 Compliance with the County Policy of Equity

The Contractor acknowledges that the County takes its commitment to preserving the dignity and professionalism of the workplace very seriously,

as set forth in the County Policy of Equity (CPOE) (<https://ceop.lacounty.gov/>). The Contractor further acknowledges that the County strives to provide a workplace free from discrimination, harassment, retaliation and inappropriate conduct based on a protected characteristic, and which may violate the CPOE. The Contractor, its employees and subcontractors acknowledge and certify receipt and understanding of the CPOE. Failure of the Contractor, its employees or its subcontractors to uphold the County's expectations of a workplace free from harassment and discrimination, including inappropriate conduct based on a protected characteristic, may subject the Contractor to termination of contractual agreements as well as civil liability.”

15.0 CONTRACTOR INDEPENDENCE

Add Section 11.28, Prohibition from Participation in Future Solicitation(s).

“11.28 Prohibition from Participation in Future Solicitation(s)

Neither the Contractor or its subsidiary or Subcontractor ("Contractor"), is prohibited from submitting a bid or proposal in a County solicitation if the Proposer/Contractor has provided advice or consultation for the solicitation. A Proposer/Contractor is also prohibited from submitting a bid or proposal in a County solicitation if the Proposer/Contractor has developed or prepared any of the solicitation materials on behalf of the County. A violation of this provision shall result in the disqualification of the Contractor/Proposer from participation in the County solicitation or the termination or cancellation of any resultant County contract. This provision shall survive the expiration, or other termination of this Agreement.”

16.0 PRIORITY OF AMENDMENTS

In the event of any conflict or inconsistency in the definition or interpretation of Amendment No. 2, such conflict or inconsistency shall be resolved by giving precedence to Amendment No. 2, then to Amendment No. 1, and then the Contract.

17.0 RATIFICATION

All other terms, conditions, covenants and promises of the Contract not affected by this Amendment No. 2 shall remain in full force and effect and are hereby reaffirmed.

18.0 EFFECTIVE DATE

The effective date of this Amendment No. 2 shall be the date, month, and year first written above.

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IN WITNESS WHEREOF, the County has, by order of its Board of Supervisors, caused this Amendment Number Two to Contract 10320 to be executed by the Director of Parks and Recreation, and HydroPoint Data Systems, Inc., has subscribed its name by and through its duly authorized officers, as of the date, month and year first written above.

COUNTY OF LOS ANGELES

By _____

Norma E. García-González, Director
Department of Parks and Recreation

HYDROPOINT DATA SYSTEMS, INC.

By Chris Manchuck
Signature

Chris Manchuck
Print Name

Chief Revenue Officer
Title

APPROVED AS TO FORM:

DAWYN R. HARRISON
County Counsel

By _____
Senior Deputy County Counsel

Los Angeles County	
Department of Parks and Recreation	
Smart Controllers Installed	
Facility Name	Controllers Per Park
Adventure Park	3
Allen J. Martin Park	1
Alondra Community Regional Park	11
Amelia Mayberry Park	1
Amigo Park	1
Arboretum of Los Angeles County	5
Arcadia Community Regional Park	10
Atlantic Avenue Park	1
Avenue Park	2
Avocado Heights Park	1
Bassett Park	1
Belvedere Comm. Regional Park	7
Bosque del Rio	1
Castaic Lake State Recreation Area	15
Castaic Sports Complex	1
Charles Farnsworth Park	2
Charles White Park	1
Charter Oak Park	2
City Terrace Park	4
Colonel Leon Washington Park	1
Cresenta Valley Community Regional Park	4
Dalton Park	2
Deane Dana Friendsahip Regional Park	3
Don Knabe Community Regional Park	11
East Rancho Dominguez Park	3
Eaton Canyon Natural Area	1
East Agency HQ	1
El Cariso Community Regional Park	9
El Parque Nuestra Park	1
Earvin Magic Johnson Park	5
Eugene Obregon Park	3
Faith and Hope Park	1
Frank G. Bonelli Regional Park	20
Franklin D. Roosevelt Park	5
Hacienda Heights Community Center	1
Helen Keller Park	2
Hollywood Bowl	8
Jesse Owens Park	7
Kenneth Hahn Sports Complex	3
Kenneth Hahn State Recreation Area	22
La Mirada Community Regional Park	9

Los Angeles County	
Department of Parks and Recreation	
Smart Controllers Installed	
Ladera Park	1
Loma Alta Park	3
Marshal Canyon Tree Farm	1
Michillinda Park	1
Mona Park	3
Monument Park	1
Orange Grove Park	1
Pamela Park	1
Parque de los Suenos	1
Peck Road Water Conservation Area	2
Peter F. Schabarum Regional Park	14
Rimgrove Park	1
Rowland Heights Community Center	1
Ruben Ingold Parkway	1
Ruben Salazar Park	2
San Angelo Park	2
San Dimas Canyon Regional Park	2
Santa Fe Dam Regional Park	14
Saybrook Park	1
Sorensen Park	2
South Coast Botanic Garden	12
Stoneview Nature Center	1
Sunshine Park	2
Ted Watkins Memorial Park	4
Two Strike Park	1
Valleydale Park	5
Vazquez Rocks	1
Veterans Memorial Park	6
Victoria Community Regional Park	7
Walnut Nature Park	1
Whittier Narrows Natural Center	1
Whittier Narrows Recreation Area	20
Whittier Narrows Sports Complex	12
William S. Hart Regional Park	2
Wiseburn Walking Path	1
Total Controllers	323