County of Los Angeles
INTERNAL SERVICES DEPARTMENT
1100 North Eastern Avenue
Los Angeles, California 90063

MICHAEL OWH
Director

Speed. Reliability. Value.

Telephone: (323) 267-2101
FAX: (323) 264-7135

November 17, 2026

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

Dear Supervisors:

REQUEST FOR APPROVAL TO AWARD AND EXECUTE ONE LANDSCAPE SERVICES CONTRACT (ALL DISTRICTS – 3 VOTES)

SUBJECT

Request approval to award and execute one contract with J. Orozco Enterprises, Inc., dba Orozco Landscape and Tree Company to provide landscape services for eight facilities within Region 2 in the County of Los Angeles (County).

IT IS RECOMMENDED THAT THE BOARD:

1. Make a finding, as required by Los Angeles County Code section 2.121.420, that contracting for the provision of landscape services, as described herein, can be performed more economically by an independent contractor.

2. Approve and instruct the Chair to sign the attached contract with J. Orozco Enterprises, Inc. dba Orozco Landscape and Tree Company (Attachment 1) to provide landscape services for Region 2 for an initial term of three years, with two one-year renewal options and six month-to-month extensions for a maximum total contract term of five years and six months, for a total cost of $416,944.70 for the initial term and an aggregate total contract cost of $819,304.98 if all extensions are exercised.

3. Authorize the Director of Internal Services Department (ISD), or their designee, to (i) exercise the renewal options and month-to-month extensions in accordance with the attached contract; (ii) add and delete facilities and adjust the contract sum and payments by 10 percent; (iii) approve necessary changes to scope of services; (iv) execute applicable contract amendments should the original

contracting entities merge, be acquired, or otherwise have a change of entity; and (v) revise the terms and conditions to align with Board policy changes and directives.

4. Authorize the Director of ISD, or their designee, to increase the contract amount up to an additional 10 percent to allow for any possible cost of living adjustments (COLA) during the renewal option years in accordance with County policy and terms of the contract.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

ISD currently contracts for landscape services at 169 facilities located throughout the County. These services are divided into six regions, with one contract per region. Your Board approved the contracts for landscape services for five regions (Regions1, 3, 4, 5 and 6) on September 10, 2024.

The recommended contract addresses Region 2 where ISD is currently providing services at eight County facilities. A listing of the eight County facilities are attached (Attachment 2). The existing landscape service contract for Region 2 will expire on December 31, 2026, followed by its final six month-to-month extensions.

The recommended contract will enable the Department to continue providing landscape maintenance services without interruption at County facilities where sufficient County staffing is not available. These services are necessary to ensure the proper care, preservation, well-maintained grounds condition, and ensure compliance with applicable requirements.

Approval of recommendation number one will find that the subject contract is cost effective based on the Proposition A (Prop A) cost analysis conducted.

Approval of the recommendation number two to execute the subject contract will ensure that these County facilities continue to receive landscape services without interruption.

Approval of recommendation number three will allow ISD to effectively manage the contract through its term. To meet the operational needs of ISD's client departments, there may be occasions during the term of the contract when the scope of service at a facility must be changed or when a facility needs to be added or deleted. Approval of recommendation number three will provide ISD with the ability to effectively manage these situations.

Approval of recommendation number four will allow ISD to approve COLA in accordance with County policy and terms of the contract, if requested by the Contractor.

Implementation of Strategic Plan Goals

The recommended contract supports the County's Strategic Plan Strategy and Focus North Star 2, Goal D (Sustainability) i. Climate Health: Mitigate climate change and build climate resilient communities; ii. Green Economy: Make an equitable transition to, and invest in the growth of, a carbon-free green economy; and iii. Natural Resources: Support thriving ecosystems, habitats, and biodiversity by providing landscape services that are compliant with statewide requirements. Under the recommended contract, utilization of recycled compost and mulch at County facilities is required in an effort to reduce greenhouse gas emissions that have the most immediate impact on climate, and to adapt to the increasing threat of climate change in California. Further the recommended contract requires organic waste recycling to be diverted from landfills and recycled.

FISCAL IMPACT/FINANCING

The annual cost of the recommended contract is attached (Attachment 3). Total contract sum for the initial three-year term is $416,944.70. Sufficient appropriation is included in ISD's Fiscal Year 2026-27 Adopted Budget. Funding for future fiscal years including the extension option years and COLA increases, if approved, will be requested through the annual budget request. The expenditures will be offset through billings to County departments.

The contract rates are fixed for the initial term of the contract. The contract allows for a COLA increase during the option years of the contract, if the option years are exercised. The COLA language in the contract complies with your Board's policy for multi-year service contract Cost of Living Adjustments.

Pursuant to Board Policy 5.030 (Low-Cost Labor Resource Program), departments are required to consider low-cost County resource options in lieu of, or as supplements to any future contracts, which include outreach to various departments with low-cost labor programs that could potentially provide similar services. To this end, ISD took into consideration and solicited other low-cost resource options as required by the policy and found that the low-cost labor resource providers/programs could not provide the contracted services. As such, it has been determined that the landscape services can be more economically performed by the recommended contractor.

Additionally, ISD conducted a Prop A cost analysis to ensure the contract is cost effective (Attachment 4). Based on the Prop A cost analysis, the proposed contract will provide cost savings of 84.07 percent during the first contract year, 78.02 percent the second contract year, and 76.53 percent in the third contract year.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The recommended contract includes the County's standard terms and conditions which have been approved as to form by County Counsel. The contract contains all the Board's required contract provisions including those pertaining to consideration of qualified County employees targeted for layoffs as well as qualified GAIN/START participants for employment openings, compliance with the Jury Service Ordinance, Safely Surrendered Baby Law and the Child Support program.

Further, due to the nature of the services, the recommended contract includes provisions requiring compliance with applicable organic waste recycling requirements under California Health and Safety Code Section 39730.5 et seq., including the diversion of organic waste from landfills and the use of compliant compost and mulch. The contract also requires compliance with California Labor Code Section 1182.14 et seq., and other applicable California laws governing healthcare minimum wage requirements, as applicable.

Finally, the recommended contract will not impair the County's ability to respond to emergencies, result in the unauthorized disclosure of confidential information, or infringe upon the proper role of the County in its relationship with its residents. The County will maintain alternative resources to support continuity of services in the event of contractor default. The proposed contract is subject to the Living Wage Program (Los Angeles County Code Chapter 2.201). The contractor will pay the applicable Living Wage rate effective January 1, 2027, and thereafter. The contract requires

compliance with all applicable State and federal laws, regulations, and mandates, including those applicable to funding, as required. There is also no impact on current County employees, as no County employees will be displaced as a result of the recommended contract.

CONTRACTING PROCESS

On April 14, 2026, ISD released a Request for Proposals (RFP) for Landscape Services Region 2 and posted the solicitation and contracting opportunity announcement on the County's "Doing Business with Us" website (Attachment 5). Notice of the RFP was sent by electronic mail to 1005 vendors registered with the County. In addition, the contracting opportunity was advertised in the following publications: La Opinión (ethnic Spanish language newspaper), San Gabriel Valley Tribune (hyper-local), and the Inland Valley Daily Bulletin (hyper-local) in the geographical location where the services will be provided.

To increase contracting opportunities for the Preference Program Enterprises, ISD conducted outreach and participated in outreach events such as vendor fairs, during which this RFP was advertised.

On April 29, 2026, eleven firms attended the mandatory virtual proposer's conference. As a result of the competitive RFP, on June 2, 2026, five proposals were received. Each proposal was reviewed for responsiveness and compliance with the minimum requirements set forth in the RFP. All proposals met the minimum requirements and were evaluated by an evaluation committee in accordance with the evaluation process set forth in the RFP, and at the completion of the evaluation process Orozco Landscape and Tree Company was determined to be the highest-ranked proposal and therefore is recommended for contract award for Region 2. The non-selected proposers all received debriefings, and there were no protests resulting from this solicitation.

The recommended proposer for Region 2 is a certified Local Small Business Enterprise vendor and was therefore granted the fifteen percent (15%) preference in the evaluation of its cost proposal.

A summary of Community Business Enterprise Program information for the recommended contractor is attached (Attachment 6). On final analysis and consideration of the award, the recommended contractor was selected without regard to gender, race, color, creed, or national origin.

As indicated in the Prop A cost analysis, the recommended contract has been determined to meet the applicable Prop A cost effectiveness criteria.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of the recommended contract will allow the County to continue to provide landscape services to various County departments throughout the County of Los Angeles without interruption in service. The award of the recommended contract will not negatively impact services or projects.

CONCLUSION

Upon approval by the Board, it is requested that the Executive Office, and the Chair of the Board of Supervisors, return one stamped copy of the approved Board Letter to ISD as well as the signed contract.

Respectfully submitted,



MICHAEL OWH

Director

MO:QH:LG:CC:MD

Enclosures

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



CONTRACT

BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

J. OROZCO ENTERPRISES INC
DBA OROZCO LANDSCAPE AND TREE COMPANY
FOR

LANDSCAPE SERVICES (REGION 2)

TABLE OF CONTENTS

PARAGRAPH		PAGE
RECITALS		**1**
1.0	**APPLICABLE DOCUMENTS**	**2**
2.0	**DEFINITIONS**	**2**
2.1	Standard Definitions	2
3.0	**WORK**	**4**
4.0	**TERM OF CONTRACT**	**4**
5.0	**CONTRACT SUM**	**4**
5.1	Total Contract Sum	4
5.2	Written Approval for Reimbursement	5
5.3	Notification of 75% of Total Contract Sum	5
5.4	No Payment for Services Provided Following Expiration - Termination of Contract	5
5.5	Invoices and Payments	5
5.6	Unresolved Disallowed Costs	6
5.7	Cost of Living Adjustments (COLA's)	6
5.8	Default Method of Payment: Direct Deposit or Electronic Funds Transfer	7
6.0	**ADMINISTRATION OF CONTRACT - COUNTY**	**8**
6.1	County's Administration	8
6.2	County's Project Director	8
6.3	County's Project Manager	8
6.4	County's Project Monitor	8
6.5	County's Contract Analyst	9
7.0	**ADMINISTRATION OF CONTRACT - CONTRACTOR**	**9**
7.1	Contractor's Administration	9
7.2	Contractor's Project Manager	9
7.3	Approval of Contractor's Staff	9
7.4	Contractor's Staff Identification	9
7.5	Background and Security Investigations	10
7.6	Confidentiality	10

TABLE OF CONTENTS

PARAGRAPH		PAGE
8.0	**STANDARD TERMS AND CONDITIONS**	**11**
8.1	Amendments	11
8.2	Assignment and Delegation/Mergers or Acquisitions	12
8.3	Authorization Warranty	12
8.4	Budget Reductions	13
8.5	Complaints	13
8.6	Compliance with Applicable Laws	14
8.7	Compliance with Civil Rights Laws	14
8.8	Compliance with the County's Jury Service Program	15
8.9	Conflict of Interest	16
8.10	Consideration of Hiring County Employees Targeted for Layoffs or Who are on a County Re-Employment List	17
8.11	Consideration of Hiring GAIN/START Participants	17
8.12	Contractor Responsibility and Debarment	17
8.13	Contractor's Acknowledgement and Notice to its Employees of the Safely Surrendered Baby Law	19
8.14	Contractor's Warranty of Adherence to County's Child Support Compliance Program	20
8.15	County's Quality Assurance Plan	20
8.16	Damage to County Facilities, Buildings or Grounds	21
8.17	Employment Eligibility Verification	21
8.18	Counterparts and Electronic Signatures and Representations	21
8.19	Fair Labor Standards	22
8.20	Force Majeure	22
8.21	Governing Law, Jurisdiction, and Venue	22
8.22	Independent Contractor Status	23
8.23	Indemnification	23
8.24	General Provisions for all Insurance Coverage	23
8.25	Insurance Coverage	27
8.26	Liquidated Damages	28

TABLE OF CONTENTS

PARAGRAPH		PAGE
8.27	Most Favored Public Entity	29
8.28	Nondiscrimination and Affirmative Action	29
8.29	Non Exclusivity	31
8.30	Notice of Delays	31
8.31	Notice of Disputes	31
8.32	Notice to Employees Regarding the Federal Earned Income Credit	31
8.33	Notices	32
8.34	Prohibition Against Inducement or Persuasion	32
8.35	Public Records Act	32
8.36	Publicity	33
8.37	Record Retention and Inspection-Audit Settlement	33
8.38	Recycled Bond Paper	35
8.39	Subcontracting	35
8.40	Termination for Breach of Warranty to Maintain Compliance with County's Child Support Compliance Program	36
8.41	Termination for Convenience	36
8.42	Termination for Default	37
8.43	Termination for Improper Consideration	38
8.44	Termination for Insolvency	39
8.45	Termination for Non-Adherence of County Lobbyist Ordinance	39
8.46	Termination for Non-Appropriation of Funds	39
8.47	Validity	40
8.48	Waiver	40
8.49	Warranty Against Contingent Fees	40
8.50	Warranty of Compliance with County's Defaulted Property Tax Reduction Program	40
8.51	Termination for Breach of Warranty to Maintain Compliance with County's Defaulted Property Tax Reduction Program	40
8.52	Time Off for Voting	41
8.53	Compliance with County's Zero Tolerance Policy on Human Trafficking	41

TABLE OF CONTENTS

PARAGRAPH **PAGE**

8.54 Integrated Pest Management (IPM) Program Compliance 41
8.55 Compliance with Fair Chance Employment Hiring Practices 42
8.56 Compliance with the County Policy of Equity 42
8.57 Prohibition from Participation in Future Solicitation(s) 43
8.58 Injury and Illness Prevention Program 43
8.59 Campaign Contribution Prohibition Following Final Decision in Contract Proceeding 43

9.0 UNIQUE TERMS AND CONDITIONS 43

9.1 Compliance with the County's Living Wage Program 43
9.2 Health Insurance Portability and Accountability Act of 1996 (HIPAA) 50
9.3 Local Small Business Enterprise (LSBE) Preference Program 51
9.4 Social Enterprise (SE) Preference Program 52
9.5 Disabled Veteran Business Enterprise (DVBE) Preference Program 53
9.6 Organic Waste Recycling 54
9.7 Procurement of California Health and Safety Code §39730.5 et seq. Compliant Compost and Mulch 54
9.8 Compliance with California Senate Bill 525 (SB 525) - Healthcare Minimum Wage Requirements 54

10.0 SURVIVAL 55

EXHIBITS

A Statement of Work and Attachments
B Pricing Schedule (Not Attached to Contract)
C Contractor's Proposed Schedule (Not Attached to Contract)
D County's Administration
E Contractor's Administration
F Form Required at the time of Contract Execution - Contractor Acknowledgement and Confidentiality Agreement
G Payroll Statement of Compliance

CONTRACT BETWEEN
COUNTY OF LOS ANGELES
AND
(CONTRACTOR)
FOR
LANDSCAPE SERVICES

This Contract ("Contract") is made and entered into this _____ day of _____, 2026 ("Execution Date"), by and between the County of Los Angeles, hereinafter referred to as "County," and J. Orozco Enterprises Inc, DBA Orozco Landscape and Tree Company, hereinafter referred to as "Contractor." Orozco Landscape and Tree Company is located at 1419 South East End Avenue, Pomona, CA 91766.

RECITALS

WHEREAS, the County may contract with private businesses for Landscape Services when certain requirements are met; and

WHEREAS, the Contractor is a private firm specializing in providing Landscape Services; and

WHEREAS, the County has determined that it is legal, feasible, and cost-effective to contract for Landscape Services ; and

WHEREAS, this Contract is therefore authorized under Section 44.7 of the Los Angeles County Charter and Los Angeles County Codes Section 2.121.250; and

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the parties agree to the following:

1.0 APPLICABLE DOCUMENTS

Exhibits A through G are attached to and form a part of this Contract. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, goods, service, or other work, or otherwise between the base Contract and the Exhibits, or between Exhibits, such conflict or inconsistency will be resolved by giving precedence first to the terms and conditions of the Contract and then to the Exhibits according to the following priority.

Exhibits:

Exhibit A	Statement of Work and Attachments
Exhibit B	Pricing Schedule (Not attached to Contract)
Exhibit C	Contractor's Proposed Schedule (Not attached to Contract)
Exhibit D	County's Administration
Exhibit E	Contractor's Administration
Exhibit F	Form Required at the Time of Contract Execution - Contractor Acknowledgement and Confidentiality Agreement
Exhibit G	Payroll Statement of Compliance

This Contract constitutes the complete and exclusive statement of understanding between the parties, and supersedes all previous contracts, written and oral, and all communications between the parties relating to the subject matter of this Contract. No change to this Contract will be valid unless prepared pursuant to Paragraph 8.1 (Amendments) and signed by both parties.

2.0 DEFINITIONS

2.1 Standard Definitions

The headings herein contained are for convenience and reference only and are not intended to define the scope of any provision thereof. The following words as used herein must be construed to have the following meaning, unless otherwise apparent from the context in which they are used.

2.1.1 **Board of Supervisors (Board)**: The Board of Supervisors of the County of Los Angeles acting as governing body.

2.1.2 **Contract**: This agreement executed between County and Contractor. Included are all supplemental agreements amending or extending the service to be performed. The Contract sets forth the terms and conditions for the issuance and performance of all tasks, deliverables, services and other work.

2.1.3 **Contractor**: The person or persons, sole proprietor, partnership, joint venture, corporation or other legal entity who has entered into an

agreement with the County to perform or execute the work covered by this Contract.

2.1.4 **Contractor's Project Manager**: The person designated by the Contractor to administer the Contract operations under this Contract.

2.1.5 **County's Contract Analyst**: The person designated by the County to manage and facilitate the administrative functions of the Contract.

2.1.6 **County's Project Director**: Person designated by County with authority for County on contractual or administrative matters relating to this Contract that cannot be resolved by the County's Project Manager.

2.1.7 **County's Project Manager**: Person designated by County's Project Director to manage the operations under this Contract.

2.1.8 **County's Project Monitor**: Person with responsibility to oversee the day-to-day activities of this Contract. Responsibility for inspections of any and all tasks, deliverables, goods, services and other work provided by the Contractor.

2.1.9 **County Observed Holidays:** Days on which County departments are closed for business in observance of significant events. A list of County observed holidays may be found on the County's website https://lacounty.gov/government/about-la-county/about/.

2.1.10 **Day(s)**: Calendar day(s) unless otherwise specified.

2.1.11 **Department:** The County of Los Angeles Internal Services Department, which is entering into this Contract on behalf of the County of Los Angeles.

2.1.12 **Director:** Director of Department.

2.1.13 **Fiscal Year**: The twelve (12) month period beginning July 1st and ending the following June 30th.

2.1.14 **Statement of Work**: A written description of the work to be performed by Contractor to meet the needs of the County, including special provisions pertaining to the method, frequency, manner and place of performing the contract services.

2.1.15 **Subcontract**: An agreement by the Contractor to employ a subcontractor to provide services to fulfill this Contract.

2.1.16 **Subcontractor**: Any individual, person or persons, sole proprietor, firm, partnership, joint venture, corporation, or other legal entity furnishing supplies, services of any nature, equipment, and/or materials to Contractor in furtherance of Contractor's performance of this Contract, at any tier, under oral or written agreement.

3.0 WORK

3.1 Pursuant to the provisions of this Contract, the Contractor must fully perform, complete and deliver on time, all tasks, deliverables, good, services and other work as set forth in herein.

3.2 If the Contractor provides any tasks, deliverables, goods, services, or other work, other than as specified in this Contract, the same will be deemed to be a gratuitous effort on the part of the Contractor, and the Contractor must have no claim whatsoever against the County.

4.0 TERM OF CONTRACT

4.1 The term of this Contract will be three (3) years, commencing after execution by County's Board, or January 1, 2027, whichever is later, unless sooner terminated or extended, in whole or in part, as provided in this Contract.

4.2 The County will have the sole option to extend this Contract term for up to two (2) additional one-year (1) periods and six (6) month to month extensions, for a maximum total Contract term of five (5) years and six (6) months. Each such extension option may be exercised at the sole discretion of the ISD or their designees as authorized by the Board of Supervisors.

4.3 The County maintains a database that tracks/monitors Contractor performance history. Information entered into the database may be used for a variety of purposes, including determining whether the County will exercise a contract term extension option.

4.4. The Contractor must notify Department when this Contract is within six (6) months of the expiration of the term as provided for hereinabove. Upon occurrence of this event, the Contractor must send written notification to Department at the address herein provided in Exhibit D (County's Administration).

5.0 CONTRACT SUM

5.1 Total Contract Sum

5.1.1 The Contract Sum under this contract will be the total monetary amount payable by County to Contractor for supplying all the tasks, deliverables, goods, services and other work specified under this Contract. Contractor will provide services at the rates identified in Exhibit B (Pricing Schedule).

5.1.2 The Department may increase the total contract amount by up to 10%, as approved by the Board. The County does not warranty or represent that all, or any portion, of the not-to-exceed contract amount will be authorized, allocated, or expended by the County; nor does the County warranty or

represent that it will authorize the selected contractor(s) to perform any work or services of any monetary amount.

5.2 Written Approval for Reimbursement

The Contractor will not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. Assumption or takeover of any of the Contractor's duties, responsibilities, or obligations, or performance of same by any person or entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, must not occur except with the County's express prior written approval.

5.3 Notification of 75% of Total Contract Sum

The Contractor must maintain a system of record keeping that will allow the Contractor to determine when it has incurred seventy-five percent (75%) of the total contract sum under this Contract. Upon occurrence of this event, the Contractor must send written notification to Department at the address herein provided in Exhibit D (County's Administration).

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

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

5.5 Invoices and Payments

5.5.1 The Contractor must invoice the County only for providing the tasks, deliverables, goods, services, and other work specified in Exhibit A (Statement of Work and Attachments) and elsewhere hereunder. The Contractor must prepare invoices, which will include the charges owed to the Contractor by the County under the terms of this Contract.

5.5.2 The Contractor's invoices must be priced in accordance with Exhibit B (Pricing Schedule). Contractor will be paid only for the tasks, deliverables, goods, services, and other work approved in writing by the County. If the County does not approve work in writing no payment will be due to the Contractor for that work.

5.5.3 The Contractor must submit the monthly invoices to the County by the 15th calendar day of the month following the month of service. No

invoice will be approved for payment unless Exhibit G (Payroll Statement of Compliance) is included.

5.5.4 All invoices under this Contract must be submitted **electronically**, one (1) electronic copy, to the following email address:

Custodial_Invoice_Submission@isd.lacounty.gov

Attention: Custodial & Landscaping Division – Operations Services

5.5.5 County Approval of Invoices

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

5.5.6 Preference Program Enterprises – Prompt Payment Program Certified Preference Program Enterprises (PPEs) will receive prompt payment for services they provide to County departments. Prompt payment is defined as fifteen (15) calendar days after receipt of an approved, undisputed invoice which has been properly matched against documents such as a receiving, shipping, or services delivered report, or any other validation of receipt document consistent with Board Policy 3.035 (Preference Program Payment Liaison and Prompt Payment Program).

5.6 Unresolved Disallowed Costs

Contractor must not invoice the County for disallowed costs under the Contract. Correspondingly, the Contractor must not have unresolved disallowed costs in excess of One Hundred Thousand Dollars ($100,000) that have been confirmed as disallowed costs by the contracting County department and remain unpaid for a period of six (6) months or more from the date of an Auditor-Controller (A-C) Report. Unless such disallowed costs are the subject of current good faith negotiations, as determined in the sole discretion of the County, non-compliance by Contractor regarding this provision will constitute a material breach of Contract and may result in termination for default, in addition to any other remedies available to the County. Further, if Contractor has been determined to have unresolved disallowed costs in excess of $100,000 for longer than six months since the date of the A-C Report, they will be disqualified from future County solicitations unless such disallowed costs are the subject of good faith negotiations to resolve the disallowed costs, in the sole opinion of the County, or have been resolved.

5.7 Cost of Living Adjustments (COLA's)

5.7.1 If requested by the Contractor prior to the renewal of a contract option year, the Contract amount (hourly, daily, monthly, etc.) for the additional

option year periods identified in Paragraph 4.2 - Term of Contract may at the sole discretion of the County, be increased annually based on the most recent published percentage change in the U.S. Department of Labor, Bureau of Labor Statistics' Consumer Price Index for Urban Consumers (CPI-U) for the Los Angeles-Long Beach-Anaheim Area for the twelve (12) month period preceding the Contract commencement anniversary date, which will be the effective date for any Cost of Living Adjustment (COLA). However, any increase must not exceed the general salary movement granted to County employees as determined by the Chief Executive Officer as of each July 1 for the prior twelve (12) month period. Furthermore, should fiscal circumstances ultimately prevent the Board from approving any increase in County employee salaries, no COLA will be granted. Before any COLA increase will take effect and become part of the contract, it will require a written amendment to the contract first, that has been formally approved and executed by the parties. To request a COLA, Contractor must submit a written request along with appropriate justification to the Contract Analyst 60 days prior to "the contract anniversary date" or "exercising the additional option year periods identified in Paragraph 4.2."

5.7.2 Where the County decides to grant a COLA pursuant to this Paragraph for living wage contracts, it may, in its sole discretion exclude the cost of labor (including the cost of wages and benefits paid to employees providing services under this Contract) from the base upon which a COLA is calculated, unless the Contractor can demonstrate that their labor cost will actually increase.

5.8 Default Method of Payment: Direct Deposit or Electronic Funds Transfer

5.8.1 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 will be Electronic Funds Transfer (EFT) or direct deposit, unless an alternative method of payment is deemed appropriate by the Auditor-Controller (A-C).

5.8.2 The Contractor must 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.

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

5.8.4 At any time during the duration of the 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), will decide whether to approve exemption requests.

6.0 ADMINISTRATION OF CONTRACT - COUNTY

6.1 County's Administration

A listing of all County Administration referenced in the following subparagraphs are designated in Exhibit D (County's Administration). The County will notify the Contractor in writing of any changes as they occur.

6.2 County's Project Director

The role of the County's Project Director may include:

6.2.1 Coordinating with Contractor and ensuring Contractor's performance of the Contract; however, in no event will Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby; and

6.2.2 Upon request of the Contractor, providing direction to the Contractor, as appropriate in areas relating to County policy, information requirements, and procedural requirements; however, in no event, will Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby.

6.3 County's Project Manager

The role of the County's Project Manager is authorized to include:

6.3.1 Meeting with the Contractor's Project Manager on a regular basis; and

6.3.2 Inspecting any and all tasks, deliverables, goods, services, or other work provided by or on behalf of the Contractor; however, in no event will Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby.

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

6.4 County's Project Monitor

The role of the County's Project Monitor is to oversee the day-to-day administration of this Contract; however, in no event will Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby. The County's Project Monitor reports to the County's Project Manager.

6.5 County's Contract Analyst

The role of the County's Contract Analyst is to manage and facilitate the administrative functions of the Contract. The County's Contract Analyst reports to the County's Project Director.

7.0 ADMINISTRATION OF CONTRACT - CONTRACTOR

7.1 Contractor's Administration

A listing of all of Contractor's Administration referenced in the following paragraphs is designated in Exhibit E (Contractor's Administration). The Contractor will notify the County in writing of any changes as they occur.

7.2 Contractor's Project Manager

7.2.1 The Contractor's Project Manager is designated in Exhibit E (Contractor's Administration). The Contractor must notify the County in writing of any change to Exhibit E (Contractor's Administration), as changes occur.

The Contractor's Project Manager will be responsible for the Contractor's day-to-day activities as related to this Contract and will meet and coordinate with County's Project Manager and County's Contract Project Monitor on a regular basis.

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

7.3 Approval of Contractor's Staff

County has the absolute right to approve or disapprove all of the Contractor's staff performing work hereunder and any proposed changes in the Contractor's staff, including, but not limited to, the Contractor's Project Manager.

7.4 Contractor's Staff Identification

All of Contractor's staff assigned to County facilities are required to have a County Identification (ID) badge, visible at all times. Contractorbears all expense of the badging.

7.4.1 Contractor is responsible to ensure that staff have obtained a County ID badge before they are assigned to work in a County facility. Contractor personnel may be asked by a County representative to leave a County facility if they do not have the proper County ID badge on their person and Contractor personnel must immediately comply with such request.

7.4.2 Contractor must notify the County within one business day when staff is terminated from working under this Contract. Contractor must retrieve and return an employee's County ID badge to the County on the next

business day after the employee has terminated employment with the Contractor.

7.4.3 If County requests the removal of Contractor's staff, Contractor must retrieve and return an employee's County ID badge to the County on the next business day after the staff has been removed from working on the County's Contract.

7.5 Background and Security Investigations

7.5.1 Each of Contractor's staff performing services under this Contract, who is in a designated sensitive position, as determined by County in County's sole discretion, must undergo and pass a background investigation to the satisfaction of County as a condition of beginning and continuing to perform services under this Contract. Such background investigation must be obtained through fingerprints submitted to the California Department of Justice to include State, local, and federal-level review, which may include, but will not be limited to, criminal conviction information. The fees associated with the background investigation will be at the expense of the Contractor, regardless of whether the member of Contractor's staff passes or fails the background investigation.

7.5.2 If a member of Contractor's staff does not pass the background investigation, County may request that the member of Contractor's staff be removed immediately from performing services under the Contract. Contractor must comply with County's request at any time during the term of the Contract. County will not provide to Contractor or to Contractor's staff any information obtained through the County's background investigation.

7.5.3 County, in its sole discretion, may immediately deny or terminate facility access to any member of Contractor's staff that does not pass such investigation to the satisfaction of the County or whose background or conduct is incompatible with County facility access.

7.5.4 These terms will also apply to subcontractors of County contractors.

7.5.5 Disqualification of any member of Contractor's staff pursuant to this Paragraph 7.5 will not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

7.6 Confidentiality

7.6.1 Contractor must maintain the confidentiality of all records and information in accordance with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures relating to confidentiality, including, without limitation,

County policies concerning information technology security and the protection of confidential records and information.

7.6.2 Contractor must indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with this Paragraph, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph will be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County will have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County will be entitled to retain its own counsel, including, without limitation, County Counsel, and to reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor will not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of County without County's prior written approval.

7.6.3 Contractor must inform all of its officers, employees, agents and subcontractors providing services hereunder of the confidentiality provisions of this Contract.

7.6.4 Contractor must sign and adhere to the provisions of Exhibit F (Contractor Acknowledgement and Confidentiality Agreement).

8.0 STANDARD TERMS AND CONDITIONS

8.1 Amendments

8.1.1 For any change which affects the scope of work, contract term, contract sum, payments, or any term or condition included under this Contract, an amendment to the Contract must be prepared and executed by the Contractor and by Director of ISD or their designee.

8.1.2 The County's Board or Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in the Contract during the term of this Contract. The County reserves the right to add and/or change such provisions as required by the County's Board or Chief Executive Officer. To implement such changes, an Amendment

to the Contract must be prepared and executed by the Contractor and by Director of ISD or their designee.

8.1.3 The Director of ISD or their designee, may at their sole discretion, authorize extensions of time as defined in Paragraph 4.0 (Term of Contract). The Contractor agrees that such extensions of time will not change any other term or condition of this Contract during the period of such extensions. To implement an extension of time, an Amendment to the Contract must be prepared and executed by the Contractor and by Director of ISD or their designee.

8.2 Assignment and Delegation/Mergers or Acquisitions

8.2.1 The Contractor must notify the County of any pending acquisitions/mergers of its company unless otherwise legally prohibited from doing so. If the Contractor is restricted from legally notifying the County of pending acquisitions/mergers, then it should notify the County of the actual acquisitions/mergers as soon as the law allows and provide to the County the legal framework that restricted it from notifying the County prior to the actual acquisitions/mergers.

8.2.2 The Contractor must not assign, exchange, transfer, or delegate its rights or duties under this Contract, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment, delegation, or otherwise transfer of its rights or duties, without such consent will be null and void. For purposes of this Paragraph, County consent will require a written Amendment to the Contract, which is formally approved and executed by the parties. Any payments by the County to any approved delegate or assignee on any claim under this Contract will be deductible, at County's sole discretion, against the claims, which the Contractor may have against the County.

8.2.3 Any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any person or entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, will be a material breach of the Contract which may result in the termination of this Contract. In the event of such termination, County will be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

8.3 Authorization Warranty

The Contractor represents and warrants that the person executing this Contract for the Contractor is an authorized agent who has actual authority to bind the

Contractor to each and every term, condition, and obligation of this Contract and that all requirements of the Contractor have been fulfilled to provide such actual authority.

8.4 Budget Reductions

In the event that the County's Board adopts, in any fiscal year, a County Budget which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County contracts, the County reserves the right to reduce its payment obligation under this Contract correspondingly for that fiscal year and any subsequent fiscal year during the term of this Contract (including any extensions), and the services to be provided by the Contractor under this Contract will also be reduced correspondingly. The County's notice to the Contractor regarding said reduction in payment obligation will be provided within thirty (30) calendar days of the Board's approval of such actions. Except as set forth in the preceding sentence, the Contractor must continue to provide all of the services set forth in this Contract.

8.5 Complaints

The Contractor must develop, and maintain operating procedures for receiving, investigating and responding to complaints.

8.5.1 Complaint Procedures

- Within seven (7) business days after the Contract effective date, the Contractor must provide the County with the Contractor's procedures for receiving, investigating and responding to user complaints.
- The County will review the Contractor's procedures and provide the Contractor with approval of said procedures or with requested changes.
- If the County requests changes in the Contractor's procedures, the Contractor must make such changes and resubmit the procedures within two (2) business days for County approval.
- If, at any time, the Contractor wishes to change the Contractor's procedures, the Contractor must submit proposed changes to the County for approval before implementation.
- The Contractor must preliminarily investigate all complaints and notify the County's Project Manager of the status of the investigation within one (1) business days of receiving the complaint.
- When complaints cannot be resolved informally, a system of follow-through will be instituted which adheres to formal plans for specific actions and strict time deadlines.

- Copies of all written responses must be sent to the County's Project Manager within one (1) business days of mailing to the complainant.

8.6 Compliance with Applicable Laws

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

8.6.2 Contractor must indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph will be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County will have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County will be entitled to retain its own counsel, including, without limitation, County Counsel, and to reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor will not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of County without County's prior written approval.

8.7 Compliance with Civil Rights Laws

The Contractor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17), to the end that no person will, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract. Additionally, Contractor certifies to the County:

8.7.1 That Contractor has a written policy statement prohibiting discrimination in all phases of employment.

8.7.2 That Contractor periodically conducts a self-analysis or utilization analysis of its work force.

8.7.3 That Contractor has a system for determining if its employment practices are discriminatory against protected groups.

8.7.4 Where problem areas are identified in employment practices, the Contractor has a system for taking reasonable corrective action, to include establishment of goals or timetables.

8.8 Compliance with the County's Jury Service Program

8.8.1 Jury Service Program

This Contract is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code.

8.8.2 Written Employee Jury Service Policy

- Unless the Contractor has demonstrated to the County's satisfaction either that the Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that the Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), the Contractor must have and adhere to a written policy that provides that its Employees will receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.
- For purposes of this Paragraph, "Contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County contractor and has received or will receive an aggregate sum of fifty thousand dollars ($50,000) or more in any twelve (12) month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full-time employee of the Contractor. "Full-time" means forty (40) hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of ninety (90) days or less within a twelve (12) month period are not considered full-time for purposes of the Jury Service Program. If the Contractor uses any subcontractor to perform services for the County under the

Contract, the subcontractor will also be subject to the provisions of this Paragraph. The provisions of this Paragraph will be inserted into any such subcontract agreement and a copy of the Jury Service Program must be attached to the agreement.

- If the Contractor is not required to comply with the Jury Service Program when the Contract commences, the Contractor will have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and the contractor must immediately notify the County if the Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if the Contractor no longer qualifies for an exception to the Jury Service Program. In either event, the Contractor must immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Contract and at its sole discretion, that the Contractor demonstrate, to the County's satisfaction that the Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that the Contractor continues to qualify for an exception to the Program.
- Contractor's violation of this Paragraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract and/or bar the Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

8.9 Conflict of Interest

8.9.1 No County employee whose position with the County enables such employee to influence the award of this Contract or any competing contract, and no spouse or economic dependent of such employee, will be employed in any capacity by the Contractor or have any other direct or indirect financial interest in this Contract. No officer or employee of the Contractor who may financially benefit from the performance of work hereunder will in any way participate in the County's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the County's approval or ongoing evaluation of such work.

8.9.2 The Contractor must comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Contract. The Contractor warrants that it is not now aware of any facts that create a conflict of interest. If the Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it must immediately make full written disclosure of such facts to the County. Full written disclosure must include, but is not

limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this Paragraph will be a material breach of this Contract.

8.10 Consideration of Hiring County Employees Targeted for Layoffs or Who are on a County Re-Employment List

Should the Contractor require additional or replacement personnel after the effective date of this Contract to perform the services set forth herein, the Contractor must give first consideration for such employment openings to qualified, permanent County employees who are targeted for layoff or qualified, former County employees who are on a re-employment list during the life of this Contract.

8.11 Consideration of Hiring GAIN/START Participants

8.11.1 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 Skills and Training to Achieve Readiness for Tomorrow (START) 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/START participants by job category to the Contractor. Contractors must report all job openings with job requirements to: gainstart@dpss.lacounty.gov and BServices@opportunity.lacounty.gov and DPSS will refer qualified GAIN/START job candidates.

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

8.12 Contractor Responsibility and Debarment

8.12.1 Responsible Contractor

A responsible contractor is a contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the County's policy to conduct business only with responsible contractors.

8.12.2 Chapter 2.202 of the County Code

The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Contractor on this or other contracts which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in the Contract, debar the Contractor from

bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five (5) years but may exceed five (5) years or be permanent if warranted by the circumstances, and terminate any or all existing contracts the Contractor may have with the County.

8.12.3 Non-responsible Contractor

The County may debar a contractor if the Board finds, in its discretion, that the Contractor has done any of the following: 1) violated a term of a contract with the County or a nonprofit corporation created by the County, 2) committed an act or omission which negatively reflects on the Contractor's quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same, 3) committed an act or offense which indicates a lack of business integrity or business honesty, or 4) made or submitted a false claim against the County or any other public entity.

8.12.4 Contractor Hearing Board

- If there is evidence that the Contractor may be subject to debarment, the Department will notify the Contractor in writing of the evidence which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.
- The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative will be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board will prepare a tentative proposed decision, which will contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the Department will be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board.
- After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board will be presented to the Board of Supervisors. The Board will have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
- If a Contractor has been debarred for a period longer than five (5) years, that Contractor may after the debarment has been in effect for

at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: 1) elimination of the grounds for which the debarment was imposed; 2) a bona fide change in ownership or management; 3) material evidence discovered after debarment was imposed; or 4) any other reason that is in the best interests of the County.

- The Contractor Hearing Board will consider a request for review of a debarment determination only where 1) the Contractor has been debarred for a period longer than five (5) years; 2) the debarment has been in effect for at least five (5) years; and 3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board will conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing will be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.
- The Contractor Hearing Board's proposed decision will contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board will present its proposed decision and recommendation to the Board. The Board will have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

8.12.5 Subcontractors of Contractor

These terms will also apply to subcontractors of County contractors.

8.13 Contractor's Acknowledgement and Notice to its Employees of the Safely Surrendered Baby Law

The Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor must notify and provide to its employees, and will require each Subcontractor to notify and provide to its employees, a Fact Sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and information on where and how to safely surrender a baby. Additionally, 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" (available in English/ Spanish/ Chinese/

Korean) in a prominent position at the Contractor's place of business. The Contractor will also encourage its subcontractors, if any, to post this poster in a prominent position in the subcontractor's place of business.

The Contractor, and its subcontractor(s), can access posters and other program material at babysafela.org.

8.14 Contractor's Warranty of Adherence to County's Child Support Compliance Program

8.14.1 The Contractor acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through contracts are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

8.14.2 As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the Contractor's duty under this Contract to comply with all applicable provisions of law, the Contractor warrants that it is now in compliance and will during the term of this Contract, maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and will implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

8.15 County's Quality Assurance Plan

The County or its agent(s) will monitor the Contractor's performance under this Contract on not less than an annual basis. Such monitoring will include assessing the Contractor's compliance with all Contract terms and conditions and performance standards. Contractor deficiencies which the County determines are significant or continuing and that may place performance of the Contract in jeopardy if not corrected will be reported to the Board and listed in the appropriate contractor performance database. The report to the Board will include improvement/corrective action measures taken by the County and the Contractor. If improvement does not occur consistent with the corrective action measures, the County may terminate this Contract or impose other penalties as specified in this Contract.

8.16 Damage to County Facilities, Buildings or Grounds

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

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

8.17 Employment Eligibility Verification

8.17.1 The Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. The Contractor must obtain from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. The Contractor must retain all such documentation for all covered employees for the period prescribed by law.

8.17.2 The Contractor must indemnify, defend, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

8.18 Counterparts and Electronic Signatures and Representations

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

8.19 Fair Labor Standards

The Contractor must comply with all applicable provisions of the Federal Fair Labor Standards Act and must indemnify, defend, and hold harmless the County and its agents, officers, and employees from any and all liability, including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law, including, but not limited to, the Federal Fair Labor Standards Act, for work performed by the Contractor's employees for which the County may be found jointly or solely liable.

8.20 Force Majeure

8.20.1 Neither party will be liable for such party's failure to perform its obligations under and in accordance with this Contract, if such failure arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's subcontractors), freight embargoes, or other similar events to those described above, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of such party (such events are referred to in this Paragraph as "force majeure events").

8.20.2 Notwithstanding the foregoing, a default by a subcontractor of Contractor will not constitute a force majeure event, unless such default arises out of causes beyond the control of both Contractor and such subcontractor, and without any fault or negligence of either of them. In such case, Contractor will not be liable for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required performance schedule. As used in this subparagraph, the term "subcontractor" and "subcontractors" mean subcontractors at any tier.

8.20.3 In the event Contractor's failure to perform arises out of a force majeure event, Contractor agrees to use commercially reasonable best efforts to obtain goods or services from other sources, if applicable, and to otherwise mitigate the damages and reduce the delay caused by such force majeure event.

8.21 Governing Law, Jurisdiction, and Venue

This Contract will be governed by, and construed in accordance with, the laws of the State of California. The Contractor agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Contract and further agrees and consents that venue of any action brought hereunder will be exclusively in the County.

8.22 Independent Contractor Status

8.22.1 This Contract is by and between the County and the Contractor and is not intended, and must not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the County and the Contractor. The employees and agents of one party must not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.

8.22.2 The Contractor will be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract all compensation and benefits. The County will have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the Contractor.

8.22.3 The Contractor understands and agrees that all persons performing work pursuant to this Contract are, for purposes of Workers' Compensation liability, solely employees of the Contractor and not employees of the County. The Contractor will be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the Contractor pursuant to this Contract.

8.22.4 The Contractor must adhere to the provisions stated in Paragraph 7.6 (Confidentiality).

8.23 Indemnification

The Contractor must 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.

8.24 General Provisions for all Insurance Coverage

8.24.1 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 8.24 and 8.25 of this Contract. These minimum insurance coverage terms, types and limits (the “Required Insurance”) also are in addition to and separate from any other contractual obligation

imposed upon Contractor pursuant to this Contract. The County in no way warrants that the Required Insurance is sufficient to protect the Contractor for liabilities which may arise from or relate to this Contract.

8.24.2 Evidence of Coverage and Notice to County

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

County of Los Angeles
Internal Services Department, General Contracts
1100 North Eastern Avenue
Los Angeles, CA 90063
Attention: Tatiana Menendez, Administrative Services Manager II
TMenendez@isd.lacounty.gov

- 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.

8.24.3 Additional Insured Status and Scope of Coverage

The County, it's Special Districts, Elected Officials, Officers, Agents, employees, and volunteers (collectively County and its Agents) 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 will 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.

8.24.4 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.

8.24.5 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.

8.24.6 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.

8.24.7 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.

8.24.8 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 effectuate such waiver.

8.24.9 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.

8.24.10 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.

8.24.11 Claims Made Coverage

If any part of the Required Insurance is written on a claims made basis, any policy retroactive date must 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.

8.24.12 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.

8.24.13 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.

8.24.14 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.

8.24.15 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.

8.25 Insurance Coverage

8.25.1 **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

8.25.2 **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.

8.25.3 **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.

8.25.4 **Pollution Abatement Liability Insurance**

Such insurance shall cover liability for personal injury and property damage arising from the release, discharge, escape, dispersal, or emission of asbestos or pollutants, whether gradual or sudden, and include coverage for the costs and expenses associated with voluntary clean-up, testing, monitoring, and treatment of pollutants in compliance with governmental mandate or requests. If the asbestos or pollutant will be removed from the construction site, pollution liability is also required under the contractor's of Subcontractor's Automobile Liability Insurance. Contractor shall maintain limits of not less than $1,000,000.

8.26 Liquidated Damages

8.26.1 If, in the judgment of the Director, or their designee, the Contractor is deemed to be non-compliant with the terms and obligations assumed hereby, the Director, or their designee, at their option, in addition to, or in lieu of, other remedies provided herein, may withhold the entire monthly payment or deduct pro rata from the Contractor's invoice for work not performed. A description of the work not performed and the amount to be withheld or deducted from payments to the Contractor from the County, will be forwarded to the Contractor by the Director, or their designee, in a written notice describing the reasons for said action.

8.26.2 If the Director, or their designee, determines that there are deficiencies in the performance of this Contract that the Director, or their designee,

deems are correctable by the Contractor over a certain time span, the Director, or their designee, will provide a written notice to the Contractor to correct the deficiency within specified time frames. Should the Contractor fail to correct deficiencies within said time frame, the Director, or their designee, may: (a) Deduct from the Contractor's payment, pro rata, those applicable portions of the Monthly Contract Sum; and/or (b) Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the Contractor to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages is one hundred dollars ($100) per day per infraction, or as specified in Attachment 2 (Performance Requirements Summary (PRS) Chart) of Exhibit A (Statement of Work and Attachments) hereunder, and that the Contractor will be liable to the County for liquidated damages in said amount. Said amount will be deducted from the County's payment to the Contractor; and/or (c) Upon giving five (5) days notice to the Contractor for failure to correct the deficiencies, the County may correct any and all deficiencies and the total costs incurred by the County for completion of the work by an alternate source, whether it be County forces or separate private contractor, will be deducted and forfeited from the payment to the Contractor from the County, as determined by the County.

8.26.3 The action noted in Paragraph 8.26.2 must not be construed as a penalty, but as adjustment of payment to the Contractor to recover the County cost due to the failure of the Contractor to complete or comply with the provisions of this Contract.

8.26.4 This Paragraph must not, in any manner, restrict or limit the County's right to damages for any breach of this Contract provided by law or as specified in the PRS or Paragraph 8.26.2, and must not, in any manner, restrict or limit the County's right to terminate this Contract as agreed to herein.

8.27 Most Favored Public Entity

If the Contractor's prices decline or should the Contractor at any time during the term of this Contract provide the same goods or services under similar quantity and delivery conditions to the State of California or any county, municipality, or district of the State at prices below those set forth in this Contract, then such lower prices must be immediately extended to the County.

8.28 Nondiscrimination and Affirmative Action

8.28.1 The Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and will be treated equally without regard to or because of race, color, religion, ancestry,

national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.

8.28.2 Contractor certifies to the County each of the following:

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

8.28.3 The Contractor must take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action must include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

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

8.28.5 The Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies will comply with all applicable Federal and State laws and regulations to the end that no person will, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.

8.28.6 The Contractor will allow County representatives access to the Contractor's employment records during regular business hours to verify compliance with the provisions of this Paragraph 8.28 (Nondiscrimination and Affirmative Action) when so requested by the County.

8.28.7 If the County finds that any provisions of this Paragraph 8.28 (Nondiscrimination and Affirmative Action) have been violated, such violation will constitute a material breach of this Contract upon which the County may terminate or suspend this Contract. While the County reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Civil Rights Department or the Federal Equal Employment Opportunity Commission that the Contractor has violated Federal or State anti-discrimination laws or regulations will constitute a finding by the County that the Contractor has violated the anti-discrimination provisions of this Contract.

8.28.8 The parties agree that in the event the Contractor violates any of the anti-discrimination provisions of this Contract, the County will, at its sole option, be entitled to the sum of five hundred dollars ($500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

8.29 Non Exclusivity

Nothing herein is intended nor will be construed as creating any exclusive arrangement with the Contractor. This Contract will not restrict County from acquiring similar, equal or like goods and/or services from other entities or sources.

8.30 Notice of Delays

Except as otherwise provided under this Contract, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, that party must, within one (1) business day, give notice thereof, including all relevant information with respect thereto, to the other party.

8.31 Notice of Disputes

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

8.32 Notice to Employees Regarding the Federal Earned Income Credit

The Contractor must notify its employees, and will require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice must be provided in accordance with the requirements set forth in Internal Revenue Service Notice No. 1015.

8.33 Notices

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

8.34 Prohibition Against Inducement or Persuasion

Notwithstanding the above, the Contractor and the County agree that, during the term of this Contract and for a period of one year thereafter, neither party will in any way intentionally induce or persuade any employee of one party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

8.35 Public Records Act

8.35.1 Any documents submitted by the Contractor; all information obtained in connection with the County's right to audit and inspect the Contractor's documents, books, and accounting records pursuant to Paragraph 8.37 (Record Retention and Inspection-Audit Settlement) of this Contract; as well as those documents which were required to be submitted in response to the Request for Proposals (RFP) used in the solicitation process for this Contract, become the exclusive property of the County. All such documents become a matter of public record and will be regarded as public records except for those documents determined to be non-disclosable or exempt pursuant to California Government Code sections 7921.000 et seq. and which are marked "trade secret", "confidential", or "proprietary". The County will not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

8.35.2 In the event the County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a proposal marked "trade secret", "confidential", or "proprietary", the Contractor agrees to defend and indemnify the County from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act.

8.36 Publicity

8.36.1 The Contractor must not disclose any details in connection with this Contract to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing the contractor's need to identify its services and related clients to sustain itself, the County will not inhibit the contractor from publishing its role under this Contract within the following conditions:

- The Contractor must develop all publicity material in a professional manner; and
- During the term of this Contract, the Contractor will not, and will not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the County without the prior written consent of the County's Project Director.

8.36.2 The Contractor may, without the prior written consent of County, indicate in its proposals and sales materials that it has been awarded this Contract with the County, provided that the requirements of this Paragraph 8.36 (Publicity) will apply.

8.37 Record Retention and Inspection-Audit Settlement

8.37.1 The Contractor must maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. The Contractor must also maintain accurate and complete employment and other records relating to its performance of this Contract. The Contractor agrees that the County, or its authorized representatives, will have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Contract. All such material, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, will be kept and maintained by the Contractor and will be made available to the County during the term of this Contract and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such material prior to such time. All such material must be maintained by the Contractor at a location in Los Angeles County, provided that if any such material is located outside of Los Angeles County, then, at the County's option, the Contractor will pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

8.37.2 In the event that an audit of the Contractor is conducted specifically regarding this Contract by any Federal or State auditor, or by any auditor or accountant employed by the Contractor or otherwise, then the Contractor must file a copy of such audit report with the County's Auditor Controller within thirty (30) days of the Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Contract. Subject to applicable law, the County will make a reasonable effort to maintain the confidentiality of such audit report(s) 8.38.3. Failure on the part of the Contractor to comply with any of the provisions of this subparagraph 8.38 will constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.

8.37.3 If, at any time during the term of this Contract or within five (5) years after the expiration or termination of this Contract, representatives of the County conduct an audit of the Contractor regarding the work performed under this Contract, and if such audit finds that the County's dollar liability for any such work is less than payments made by the County to the Contractor, then the difference must be either: a) repaid by the contractor to the County by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the Contractor from the County, whether under this Contract or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to the Contractor, then the difference will be paid to the Contractor by the County by cash payment, provided that in no event will the County's maximum obligation for this Contract exceed the funds appropriated by the County for the purpose of this Contract.

8.37.4 In addition to the above, the Contractor agrees, should the County or its authorized representatives determine, in the County's sole discretion, that it is necessary or appropriate to review a broader scope of the Contractor's records (including, certain records related to non-County contracts) to enable the County to evaluate the Contractor's compliance with the County's Living Wage Program, that the Contractor will promptly and without delay provide to the County, upon the written request of the County or its authorized representatives, access to and the right to examine, audit, excerpt, copy, or transcribe any and all transactions, activities, or records relating to any of its employees who have provided services to the County under this Contract, including without limitation, records relating to work performed by said employees on the Contractor's non-County contracts. The Contractor further acknowledges that the foregoing requirement in this Paragraph relative to Contractor's employees who have provided services to the County under this Contract is for the purpose of enabling the County in its

discretion to verify the Contractor's full compliance with and adherence to California labor laws and the County's Living Wage Program. All such materials and information, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, must be kept and maintained by the Contractor and will be made available to the County during the term of this Contract and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such materials and information prior to such time. All such materials and information must be maintained by the contractor at a location in Los Angeles County, provided that if any such materials and information is located outside Los Angeles County, then, at the County's option, the Contractor will pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such materials and information at such other location.

8.38 Recycled Bond Paper

Consistent with the Board's policy to reduce the amount of solid waste deposited at the County landfills, the Contractor agrees to use recycled-content paper to the maximum extent possible on this Contract.

8.39 Subcontracting

8.39.1 The requirements of this Contract may not be subcontracted by the Contractor **without the advance approval of the County**. Any attempt by the Contractor to subcontract without the prior consent of the County may be deemed a material breach of this Contract.

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

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

8.39.3 The Contractor must indemnify, defend, and hold the County harmless with respect to the activities of each and every subcontractor in the same manner and to the same degree as if such subcontractor(s) were the Contractor employees.

8.39.4 The Contractor will remain fully responsible for all performances required of it under this Contract, including those that the Contractor has determined to subcontract, notwithstanding the County's approval of the Contractor's proposed subcontract.

8.39.5 The County's consent to subcontract will not waive the County's right to prior and continuing approval of any and all personnel, including subcontractor employees, providing services under this Contract. The Contractor is responsible to notify its subcontractors of this County right.

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

8.39.7 The Contractor will be solely liable and responsible for all payments or other compensation to all subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the County's consent to subcontract.

8.39.8 The Contractor must obtain certificates of insurance, which establish that the subcontractor maintains all the programs of insurance required by the County from each approved subcontractor. Before any subcontractor employee may perform any work hereunder, Contractor must ensure delivery of all such documents to:

Internal Services Department
Contracting Division, Contracts Section
1100 North Eastern Avenue, 1st Floor
Los Angeles, CA 90063
Attention: Tatiana Menendez, Administrative Services Manager II
TMenendez@isd.lacounty.gov

8.40 Termination for Breach of Warranty to Maintain Compliance with County's Child Support Compliance Program

Failure of the Contractor to maintain compliance with the requirements set forth in Paragraph 8.14 (Contractor's Warranty of Adherence to County's Child Support Compliance Program) will constitute default under this Contract. Without limiting the rights and remedies available to the County under any other provision of this Contract, failure of the Contractor to cure such default within ninety (90) calendar days of written notice will be grounds upon which the County may terminate this Contract pursuant to Paragraph 8.42 (Termination for Default) and pursue debarment of the Contractor, pursuant to County Code Chapter 2.202.

8.41 Termination for Convenience

8.41.1 This Contract may be terminated, in whole or in part, from time to time, when such action is deemed by the County, in its sole discretion, to be in its best interest. Termination of work hereunder will be effectuated by notice of termination to the Contractor specifying the extent to which

performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective will be no less than ten (10) days after the notice is sent.

8.41.2 After receipt of a notice of termination and except as otherwise directed by the County, the Contractor must stop work under this Contract on the date and to the extent specified in such notice.

8.41.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of the Contractor under this Contract must be maintained by the Contractor in accordance with Paragraph 8.37 (Record Retention and Inspection-Audit Settlement).

8.42 Termination for Default

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

- Contractor has materially breached this Contract; or
- Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Contract; or
- Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or of any obligations of this Contract and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.

8.42.2 In the event that the County terminates this Contract in whole or in part as provided in Paragraph 8.42.1, the County may procure, upon such terms and in such manner as the County may deem appropriate, goods and services similar to those so terminated. The Contractor will be liable to the County for any and all excess costs incurred by the County, as determined by the County, for such similar goods and services. The Contractor will continue the performance of this Contract to the extent not terminated under the provisions of this Paragraph.

8.42.3 Except with respect to defaults of any subcontractor, the Contractor will not be liable for any such excess costs of the type identified in Paragraph 8.42.2 if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity,

acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either of them, the Contractor will not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule. As used in this Paragraph, the term "subcontractor(s)" means subcontractor(s) at any tier.

8.42.4 If, after the County has given notice of termination under the provisions of Paragraph 8.42 (Termination for Default) it is determined by the County that the Contractor was not in default under the provisions of Paragraph 8.42 (Termination for Default) or that the default was excusable under the provisions of subparagraph 8.43.3, the rights and obligations of the parties will be the same as if the notice of termination had been issued pursuant to Paragraph 8.42 (Termination for Convenience).

8.42.5 The rights and remedies of the County provided in this Paragraph 8.42 (Termination for Default) will not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.43 Termination for Improper Consideration

8.43.1 The County may, by written notice to the Contractor, immediately terminate the right of the Contractor to proceed under this Contract if it is found that consideration, in any form, was offered or given by the Contractor, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing the Contract or securing favorable treatment with respect to the award, amendment, or extension of this Contract or the making of any determinations with respect to the Contractor's performance pursuant to the Contract. In the event of such termination, the County will be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default by the Contractor.

8.43.2 The Contractor must immediately report any attempt by a County officer, employee, or agent to solicit such improper consideration. The report must be made to the Los Angeles County Fraud Hotline at (800) 544-6861 or https://fraud.lacounty.gov/.

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

8.44 Termination for Insolvency

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

- Insolvency of the Contractor. The Contractor will be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the Contractor is insolvent within the meaning of the Federal Bankruptcy Code;
- The filing of a voluntary or involuntary petition regarding the Contractor under the Federal Bankruptcy Code;
- The appointment of a Receiver or Trustee for the Contractor; or
- The execution by the Contractor of a general assignment for the benefit of creditors.

8.44.2 The rights and remedies of the County provided in this Paragraph will not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.45 Termination for Non-Adherence of County Lobbyist Ordinance

The Contractor, and each County Lobbyist or County Lobbying firm as defined in County Code Section 2.160.010 retained by the Contractor, must fully comply with the County's Lobbyist Ordinance, County Code Chapter 2.160. Failure on the part of the Contractor or any County Lobbyist or County Lobbying firm retained by the Contractor to fully comply with the County's Lobbyist Ordinance will constitute a material breach of this Contract, upon which the County may in its sole discretion, immediately terminate or suspend this Contract.

8.46 Termination for Non-Appropriation of Funds

Notwithstanding any other provision of this Contract, the County will not be obligated for the Contractor's performance hereunder or by any provision of this Contract during any of the County's future fiscal years unless and until the County's Board appropriates funds for this Contract in the County's Budget for each such future fiscal year. In the event that funds are not appropriated for this Contract, then this Contract will terminate as of June 30 of the last fiscal year for which funds were appropriated. The County will notify the Contractor in writing of any such non-allocation of funds at the earliest possible date.

8.47 Validity

If any provision of this Contract or the application thereof to any person or circumstance is held invalid, the remainder of this Contract and the application of such provision to other persons or circumstances will not be affected thereby.

8.48 Waiver

No waiver by the County of any breach of any provision of this Contract will constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time, or from time to time, any provision of this Contract will not be construed as a waiver thereof. The rights and remedies set forth in this Paragraph 8.49 will not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.49 Warranty Against Contingent Fees

8.49.1 The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon any Contract or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business.

8.49.2 For breach of this warranty, the County will have the right to terminate this Contract and, at its sole discretion, deduct from the Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

8.50 Warranty of Compliance with County's Defaulted Property Tax Reduction Program

Contractor acknowledges that County has established a goal of ensuring that all individuals and businesses that benefit financially from County through contract are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

Unless Contractor qualifies for an exemption or exclusion, Contractor warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this contract will maintain compliance, with Los Angeles County Code Chapter 2.206.

8.51 Termination for Breach of Warranty to Maintain Compliance with County's Defaulted Property Tax Reduction Program

Failure of Contractor to maintain compliance with the requirements set forth in Paragraph 8.50 (Warranty of Compliance with County's Defaulted Property Tax Reduction Program) will constitute default under this contract. Without limiting the rights and remedies available to County under any other provision of this contract,

failure of Contractor to cure such default within ten (10) days of notice will be grounds upon which County may terminate this contract and/or pursue debarment of Contractor, pursuant to County Code Chapter 2.206.

8.52 Time Off for Voting

The Contractor must notify its employees and must require each subcontractor to notify and provide to its employees, information regarding the time off for voting law (Elections Code Section 14000). Not less than ten (10) days before every statewide election, every contractor and subcontractors must keep posted conspicuously at the place of work, if practicable, or elsewhere where it can be seen as employees come or go to their place of work, a notice setting forth the provisions of Section 14000.

8.53 Compliance with County's Zero Tolerance Policy on Human Trafficking

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 Contractor's staff is convicted of a human trafficking offense, the County will require that the Contractor or member of Contractor's staff be removed immediately from performing services under the Contract. 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 Contractor's staff pursuant to this Paragraph will not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

8.54 Integrated Pest Management (IPM) Program Compliance

8.54.1 Contractor acknowledges that County has established an Integrated Pest Management Program (the Program) which aims to reduce or eliminate pollutants moved into surface water through storm water management systems and facilities. The County's IPM Program requirements as set forth in this Paragraph 8.54 can be found at: https://ipm.lacounty.gov/

8.54.2 Contractor must ensure and certify that its employees who apply pesticides on County owned or maintained property are appropriately trained. The training, which must be conducted on an annual basis, but no later than June 30th of each calendar year, must meet the County's minimum requirements under the Program.

8.54.3 Employee training may be self-certified by Contractors, provided the County has the ability to audit the training, and must include, at a minimum, the following:

- The potential for pesticide-related surface water toxicity;

- Proper use, handling, and disposal of pesticides;
- Least toxic methods of pest prevention and control, including IPM; and
- Reduction of pesticide use.

8.54.4 All users of commercial pesticides are required by State law to provide a monthly pesticide report to the Los Angeles County Department of Agricultural Commissioner/Weights and Measures (ACWM). In addition to the mandatory monthly reporting requirement, Contractor must provide to the Department, with a copy to the ACWM, an annual summary of the pesticides used outdoors on County-owned or maintained property by Fiscal Year (July 1 to June 30). For each pesticide, the summary must include all of the following:

- Product trade name
- Active ingredient(s)
- EPA Registration Number
- Total amount used

The units reported must be appropriate to the product (gallons, ounces, pounds, etc.).

8.55 Compliance with Fair Chance Employment Hiring Practices

Contractor, and its subcontractors, must comply with fair chance employment hiring practices set forth in California Government Code Section 12952 and Chapter 8.300 of the Los Angeles County Code (Fair Chance Ordinance for Employers). Contractor's violation of this Paragraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract.

8.56 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.

8.57 Prohibition from Participation in Future Solicitation(s)

A Proposer, or a Contractor or its subsidiary or Subcontractor ("Proposer/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 will result in the disqualification of the Contractor/Proposer from participation in the County solicitation or the termination or cancellation of any resultant County Contract.

8.58 Injury and Illness Prevention Program

Contractor will be required to comply with the State of California's Cal OSHA's regulations. California Code of Regulations Title 8 Section 3203 requires all California employers to have a written, effective Injury and Illness Prevention Program (IIPP) that addresses hazards pertaining to the particular workplace covered by the program.

8.59 Campaign Contribution Prohibition Following Final Decision in Contract Proceeding

Pursuant to Government Code Section 84308, Contractor and its Subcontractors, are prohibited from making a contribution of more than $500 to a County officer for twelve (12) months after the date of the final decision in the proceeding involving this Contract. Failure to comply with the provisions of Government Code Section 84308 and of this paragraph, may be a material breach of this Contract as determined in the sole discretion of the County.

9.0 UNIQUE TERMS AND CONDITIONS

9.1 Compliance with the County's Living Wage Program

9.1.1 Living Wage Program

This Contract is subject to the provisions of the County's ordinance entitled Living Wage Program as codified in Sections 2.201.010 through 2.201.100 of the Los Angeles County Code.

9.1.2 Payment of Living Wage Rates

- Unless the Contractor has demonstrated to the County's satisfaction either that the contractor is not an "Employer" as defined under the Program (Section 2.201.020 of the County Code) or that the contractor qualifies for an exception to the Living Wage Program (Section 2.201.090 of the County Code), the Contractor must pay its employees no less than the applicable hourly living wage rate for the

employees' services provided to the County, including, without limitation, "Travel Time" as defined below.

- For purposes of this Paragraph, "Contractor" includes any subcontractor engaged by the Contractor to perform services for the County under the Contract. If the Contractor uses any subcontractor to perform services for the County under the Contract, the subcontractor will be subject to the provisions of this Paragraph. The provisions of this Paragraph will be inserted into any such subcontract and a copy of the Living Wage Program must be attached to the subcontract. "Employee" means any individual, who is an employee of the Contractor under the laws of California, and who is providing full-time or part-time services to the Contractor, which are provided to the County under the Contract. "Full-time" means a minimum of forty (40) hours worked per week, or a lesser number of hours, if the lesser number is a recognized industry standard and is approved as such by the County; however, fewer than thirty-five (35) hours worked per week will not, in any event, be considered full-time.
- If the Contractor is required to pay a living wage when the Contract commences, the Contractor must continue to pay a living wage for the entire term of the Contract, including any option period.
- If the Contractor is not required to pay a living wage when the Contract commences, the Contractor will have a continuing obligation to review the applicability of its "exemption status" from the living wage requirement. The Contractor must immediately notify the County if the Contractor at any time either comes within the Living Wage Program's definition of "Employer" or if the Contractor no longer qualifies for the exception to the Living Wage Program. In either event, the Contractor will immediately be required to commence paying the living wage and will be obligated to pay the living wage for the remaining term of the Contract, including any option period. The County may also require, at any time during the Contract and at its sole discretion, that the Contractor demonstrate to the County's satisfaction that the contractor either continues to remain outside of the Living Wage Program's definition of "Employer" and/or that the Contractor continues to qualify for the exception to the Living Wage Program. Unless the Contractor satisfies this requirement within the time frame permitted by the County, the Contractor will immediately be required to pay the living wage for the remaining term of the Contract, including any option period.

- For purposes of the Contractor's obligation to pay its employees the applicable hourly living wage rate under this Contract, "Travel Time" will have the following two meanings, as applicable: 1) With respect to travel by an employee that is undertaken in connection with this Contract, Travel Time will mean any period during which an employee physically travels to or from a County facility if the Contractor pays the employee any amount for that time or if California law requires the Contractor to pay the employee any amount for that time; and 2) With respect to travel by an employee between County facilities that are subject to two different contracts between the Contractor and the County (of which both contracts are subject to the Living Wage Program), Travel Time will mean any period during which an employee physically travels to or from, or between such County facilities if the Contractor pays the employee any amount for that time or if California law requires the Contractor to pay the employee any amount for that time.

9.1.3 Contractor's Submittal of Certified Monitoring Reports

The Contractor must submit to the County certified monitoring reports at a frequency instructed by the County. The certified monitoring reports must list all of the Contractor's employees during the reporting period. The certified monitoring reports must also verify the number of hours worked and the hourly wage rate paid, for each of its employees. All certified monitoring reports must be submitted on forms provided in Exhibit G (Payroll Statement of Compliance), or other form approved by the County which contains the above information. The County reserves the right to request any additional information it may deem necessary. If the County requests additional information, the Contractor must promptly provide such information. The Contractor, through one of its officers, must certify under penalty of perjury that the information contained in each certified monitoring report is true and accurate.

9.1.4 Contractor's Ongoing Obligation to Report Labor Law-Payroll Violations and Claims

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

instead applies to any labor law-payroll violation or claim arising out of any of the Contractor's operations in California. Additionally, Contractor must provide written notice to the County of any unsatisfied final judgments, within thirty (30) days of the entry of the judgment as required by California Labor Code Section 238.5.

9.1.5 County Auditing of Contractor Records

Upon a minimum of twenty-four (24) hours' written notice, the County may audit, at the Contractor's place of business, any of the Contractor's records pertaining to the Contract, including all documents and information relating to the certified monitoring reports. The Contractor is required to maintain all such records in California until the expiration of four (4) years from the date of final payment under the Contract. Authorized agents of the County must have access to all such records during normal business hours for the entire period that records are to be maintained.

9.1.6 Notifications to Employees

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

9.1.7 Enforcement and Remedies

If the Contractor fails to comply with the requirements of this Paragraph, the County will have the rights and remedies described in this Paragraph in addition to any rights and remedies provided by law or equity.

- **Remedies for Submission of Late or Incomplete Certified Monitoring Reports**

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

  1) Withholding of Payment

  If the Contractor fails to submit accurate, complete, timely and properly certified monitoring reports, the County may withhold from payment to the Contractor up to the full amount of any invoice that would

otherwise be due, until the Contractor has satisfied the concerns of the County, which may include required submittal of revised certified monitoring reports or additional supporting documentation.

2) Liquidated Damages

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

3) Termination

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

- **Remedies for Payment of Less Than the Required Living Wage**

  If the Contractor fails to pay any employee at least the applicable hourly living wage rate, such deficiency will constitute a breach of the Contract. In the event of any such breach, the County may, in its sole discretion, exercise any or all of the following rights/remedies:

1) Withholding Payment

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

2) Liquidated Damages

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

3) Termination

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

- **Debarment**

  In the event the Contractor breaches a requirement of this Paragraph, the County may, in its sole discretion, bar the Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach, in accordance with Los Angeles County Code, Chapter 2.202, Determinations of Contractor Non-Responsibility and Contractor Debarment.

9.1.8 Use of Full-Time Employees

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

9.1.9 Contractor Retaliation Prohibited

The Contractor and/or its employees must not take any adverse action which would result in the loss of any benefit of employment, any contract benefit, or any statutory benefit for any employee, person or entity who has reported a violation of the Living Wage Program to the County or to any other public or private agency, entity or person. A violation of the provisions of this subparagraph 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.

9.1.10 Contractor Standards

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

9.1.11 Employee Retention Rights

- The Contractor must offer employment to all retention employees who are qualified for such jobs. A “retention employee” is an individual:

1) Who is not an exempt employee under the minimum wage and maximum hour exemptions defined in the federal Fair Labor Standards Act; and

2) Who has been employed by a contractor under a predecessor Proposition A contract or a predecessor cafeteria services contract with the County for at least six (6) months prior to the date of this Contract, which predecessor contract was terminated by the County prior to its expiration; and

3) Who is or will be terminated from their employment as a result of the County entering into this Contract.

- The Contractor will not be required to hire a retention employee who:

  1) Has been convicted of a crime related to the job or his or her performance; or

  2) Fails to meet any other County requirement for employees of a Contractor.

- The Contractor will not terminate a retention employee for the first ninety (90) days of employment under the Contract, except for cause. Thereafter, the Contractor may retain a retention employee on the same terms and conditions as the Contractor's other employees.

9.1.12 Neutrality in Labor Relations

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

9.2 Health Insurance Portability and Accountability Act of 1996 (HIPAA)

9.2.1 Contractor expressly acknowledges and agrees that the provision of services under this Agreement does not require or permit access by Contractor or any of its officers, employees, or agents, to any patient medical records/patient information. Accordingly, Contractor will instruct its officers, employees, and agents that they are not to pursue, or gain access to, patient medical records/patient information for any reason whatsoever.

9.2.2 Notwithstanding the forgoing, the parties acknowledge that in the course of the provision of services hereunder, Contractor or its officers,

employees, and agents, may have inadvertent access to patient medical records/patient information. Contractor understands and agrees that neither it nor its officers, employees, or agents, are to take advantage of such access for any purpose whatsoever.

9.2.3 Additionally, in the event of such inadvertent access, Contractor and its officers, employees, and agents, must maintain the confidentiality of any information obtained and must notify the Director that such access has been gained immediately, or upon the first reasonable opportunity to do so. In the event of any access, whether inadvertent or intentional, Contractor must indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all liability, including but not limited to, actions, claims, costs, demands, expenses, and fees (including attorney and expert witness fees) arising from or connected with Contractor's or its officers', employees', or agents', access to patient medical records/patient information. Contractor agrees to provide appropriate training to its employees regarding their obligations as described hereinabove.

9.3 Local Small Business Enterprise (LSBE) Preference Program

9.3.1 This Contract is subject to the provisions of the County's ordinance entitled LSBE Preference Program, as codified in Chapter 2.204 of the Los Angeles County Code.

9.3.2 The Contractor will not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a LSBE.

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

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

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

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

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

9.4 Social Enterprise (SE) Preference Program

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

9.4.2 Contractor must not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a SE.

9.4.3 Contractor must not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a SE.

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

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

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

9.5 Disabled Veteran Business Enterprise (DVBE) Preference Program

9.5.1 This Contract is subject to the provisions of the County's ordinance entitled DVBE Preference Program, as codified in Chapter 2.211 of the Los Angeles County Code.

9.5.2 Contractor must not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a DVBE.

9.5.3 Contractor must not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a DVBE.

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

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

Notwithstanding any other remedies in this Contract, the above penalties will also apply to any business that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the State and the Department of Economic Opportunity of this information prior to responding to a solicitation or accepting a contract award.

9.6 Organic Waste Recycling

9.6.1 As of January 1, 2022, all organic waste including green waste must be diverted from landfills and recycled in accordance with California Health and Safety Code § 39730.5 et seq.

9.6.2 The Contractor must not dispose of green waste material(s) in a landfill. The Contractor must identify means for proper management, through mulching, composting, recycling, or reuse, of green waste materials, such as vegetative cuttings, shrubs, brushes, grasses, tree trimmings, and pruning.

9.6.3 All such materials collected must be managed on-site or taken to an approved organic waste processing facility. If using an off-site organic waste processing facility, then the Contractor must provide the County with contact and location information for the facility. If the organic waste is managed on-site at the generating facility, the Contractor must train facility staff in managing the green waste to mulch or compost the acceptable materials.

9.6.4 The Contractor must identify methods of preventing contamination, segregating paper and plastic found in landscaping waste, and removing debris such that those items do not end up contaminating green waste. The Contractor must provide a report to the County's Project Manager as to methods they have used to prevent contamination of green waste. As needed, Contractor must train Contractor's staff on measures needed to comply with County's directive to prevent contamination of green waste.

9.6.5 Mulch produced from tree trimming operations should be land applied to landscape areas owned or managed by the County or given away to residents.

9.7 Procurement of California Health and Safety Code §39730.5 et seq. Compliant Compost and Mulch

Any compost or mulch purchased by the Contractor must be California Health and Safety Code § 39730.5 et seq. compliant. Contractor is responsible for verifying that any compost or mulch comes from a California Health and Safety Code § 39730.5 et seq. compliant source prior to purchasing. Contractor must provide documentation to the County's Project Manager showing the quantity of mulch or compost purchased, the date of purchase, and the name and address of the facility where the compost or mulch was produced.

9.8 Compliance with California Senate Bill 525 (SB 525) - Healthcare Minimum Wage Requirements

9.8.1 During the term of this Contract, Contractor must comply with the California Senate Bill (hereinafter "SB") 525, as codified under California

Labor Code Section 1182.14 et seq. and elsewhere under California law. To the extent SB 525 is applicable to Contractor and the Services provided hereunder, Contractor agrees to comply with the requirements of SB 525, as such may be amended, and, during the term of the Contract, pay its employees, at a minimum, the applicable minimum SB 525 Wage Rate (defined above), including for provision of Services under the Contract. If Contractor is also subject to the living wage requirements specified under Paragraph 9.1 (Compliance with County's Living Wage Program), if any, then the Minimum Wage Rate under such Paragraph 9.1 (Compliance with County's Living Wage Program) shall be the greater of the applicable Living Wage Rate (defined above) and the SB 525 Wage Rate, if applicable. In the event of such material breach, County may, in its sole discretion, terminate the Contract.

9.8.2 County will determine if services under this Contract are provided within facilities subject to SB 525 and identify such facilities.

9.8.3 Contractor must ensure that all employees performing work under this contract within a covered healthcare facility are compensated in compliance with SB 525.

9.8.4 Contractor must submit monthly payroll records to demonstrate adherence to SB 525 wage standards.

10.0 SURVIVAL

In addition to any terms and conditions of this Agreement that expressly survive expiration or termination of this Agreement by their terms, the following provisions will survive the expiration or termination of this Agreement for any reason:

Paragraph 1.0	Applicable Documents
Paragraph 2.0	Definitions
Paragraph 3.0	Work
Paragraph 5.4	No Payment for Services Provided Following Expiration - Termination of Contract
Paragraph 7.6	Confidentiality
Paragraph 8.1	Amendments
Paragraph 8.2	Assignment and Delegation/Mergers or Acquisitions
Paragraph 8.6	Compliance with Applicable Laws
Paragraph 8.19	Fair Labor Standards
Paragraph 8.20	Force Majeure
Paragraph 8.21	Governing Law, Jurisdiction, and Venue

Paragraph 8.23	Indemnification
Paragraph 8.24	General Provisions for all Insurance Coverage
Paragraph 8.25	Insurance Coverage
Paragraph 8.26	Liquidated Damages
Paragraph 8.33	Notices
Paragraph 8.37	Record Retention and Inspection-/Audit Settlement
Paragraph 8.41	Termination for Convenience
Paragraph 8.42	Termination for Default
Paragraph 8.47	Validity
Paragraph 8.48	Waiver
Paragraph 8.57	Prohibition from Participation in Future Solicitation(s)
Paragraph 8.59	Campaign Contribution Prohibition Following Final Decision in Contract Proceeding
Paragraph 9.1	Compliance with County's Living Wage Program
Paragraph 10.0	Survival

IN WITNESS WHEREOF, Contractor has executed this Contract, or caused it to be duly executed and the County of Los Angeles, by order of its Board of Supervisors has caused this Contract to be executed on its behalf by the Chair of said Board and attested by the Executive Officer-Clerk of the Board of Supervisors thereof, the day and year first above written.

CONTRACTOR

J. Orozco Enterprises, Inc. DBA
(Orozco Landscape and Tree Company)

By

Jose J. Orozco
Name

President
Title

COUNTY OF LOS ANGELES

By

Chair, Board of Supervisors

ATTEST:

EDWARD YEN
Executive Officer of the
Board of Supervisors of the
County of Los Angeles

By

APPROVED AS TO FORM:

DAWYN R. HARRISON
County Counsel

By Lawrence Green 09/23/2026 03:35 PM PD

Principal Deputy County Counsel

EXHIBIT A

STATEMENT OF WORK AND ATTACHMENTS

TABLE OF CONTENTS

SECTION	TITLE	PAGE
1.0	**SCOPE OF WORK**	**1**
2.0	**ADDITION/DELETION OF FACILITIES, SPECIFIC TASKS, AND WORK HOURS**	**1**
3.0	**QUALITY CONTROL**	**1**
4.0	**QUALITY ASSURANCE PLAN**	**2**
4.1	Monthly Meetings	2
4.2	Contractor Discrepancy Report (CDR)	2
4.3	County Observations	2
4.4	Methods of Monitoring	2
4.5	Unacceptable Performance	3
5.0	**DEFINITIONS**	**3**
6.0	**RESPONSIBILITIES**	**3**
	COUNTY	
6.1	Personnel	3
6.2	Furnished Items	4
	CONTRACTOR	
6.3	Personnel	4
6.4	Facility Work Requirements	5
6.5	Training	6
6.6	County Required Meetings	6
6.7	Contractor's Office	6
7.0	**HOURS/DAYS OF WORK**	**7**
8.0	**FACILITY SITE MAPS**	**7**
9.0	**GENERAL SERVICE REQUIREMENTS**	**7**
9.1	Mowing	7
9.2	Edging/Detailing/Weed Control	8
9.3	Weed Control	8
9.4	Litter Control	9
9.5	Raking	9
9.6	Pruning of Trees, Hedges and Ground Cover	10

9.7 Watering 12
9.8 Irrigation (System Maintenance & Smart System Installation) 13
9.9 Disease/Insect Control 17
9.10 Rodent Control 17
10.0 SPECIALTY SERVICE REQUIREMENTS 17
10.1 Chemical Edging/Detailing 17
10.2 Trimming and Crowning of Trees 17
10.3 Aerification 19
10.4 Fertilization 19
10.5 Renovation/Vertical Mowing 19
10.6 Cultivating 20
10.7 Turf Reseeding/Restoration of Bare Areas 20
11.0 PLANT MATERIALS 20
12.0 USE OF CHEMICALS 21
13.0 WASTE REMOVAL 22
14.0 AS-NEEDED SERVICES 22
15.0 EMERGENCY SERVICES 23
16.0 MAINTENANCE REPORTS 23
17.0 MAINTENANCE SCHEDULES 24
18.0 GREEN INITIATIVES 24
19.0 PERFORMANCE REQUIREMENTS SUMMARY 25

ATTACHMENTS

ATTACHMENT 1 – CONTRACT DISCREPANCY REPORT
ATTACHMENT 2 – PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART
ATTACHMENT 3 – LANDSCAPE MAINTENANCE CERTIFICATION
ATTACHMENT 4 – FACILITY AND LANDSCAPE SPECIFICATION SHEETS
ATTACHMENT 5 – FACILITY SITE MAPS
ATTACHMENT 6 – INSPECTION REPORT
ATTACHMENT 7 – IRRIGATION ASSESSMENT REPORT
ATTACHMENT 8 – LANDSCAPE SERVICE SLIP
ATTACHMENT 9 – SB 1383 COMPLIANT FORM

1.0 SCOPE OF WORK

Contractor must provide Landscape Services to County facilities as specified in Attachment 4, Facility and Landscape Specification Sheets of this SOW, by providing all labor, supervision, equipment, materials, safety gear, and supplies necessary for Contractor's performance under this Contract. General landscape services include, but are not limited to lawn care, tree and shrub care, weed control, plant and flowerbed care, irrigation system maintenance, and other related services. Contractor must perform all necessary maintenance tasks as required herein.

The landscaped areas must be maintained at the frequencies identified in Section 10.0 Specialty Service Requirements - Ongoing Maintenance Tasks, of this SOW. In the event of any conflict or inconsistency in the interpretation of "frequencies", the County Project Director must resolve said conflict or inconsistency.

2.0 ADDITION OR DELETION OF FACILITIES, SPECIFIC TASKS, AND WORK HOURS

2.1 County reserves the right to add or delete Facilities, adjust staffing requirements, and Facility operating hours during the Contract Term. All changes must be made in accordance with the Contract, Paragraph 8, Standard Terms and Conditions, Amendments, Sub-paragraph 8.1 Amendments. Any additional work as a result of Addition/Deletion of facilities must be billed at the rates for additional services approved in Exhibit B, Pricing Schedule.

2.2 Contractor must provide all landscape services required by the County in accordance with the hours and days of service identified in Attachment 4, Facility and Landscape Specification Sheets. Specific hours of operation may be determined by the County Project Manager.

2.3 The landscaped areas must be maintained with a well-manicured, clean appearance, and all work must be performed in a professional, workmanlike manner using quality equipment and materials. Contractor must not work or perform any operations, particularly during periods of inclement weather, which may destroy or damage ground cover or turf areas.

3.0 QUALITY CONTROL

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

3.1 Method of monitoring to ensure that Contract requirements are being met.

3.2 A record of all inspections conducted by the Contractor, any corrective action taken, the time a problem was first identified, a clear description of the problem, and the time elapsed between identification and completed corrective action must be provided to the County upon request.

3.3 Methods of continuing to ensure services to the County in the event of a strike by the Contractor's employees.

4.0 QUALITY ASSURANCE PLAN

The County will evaluate the Contractor's performance under this Contract using the quality assurance procedures as defined in this Contract, Paragraph 8, Standard Terms and Conditions, Sub-paragraph 8.15, County's Quality Assurance Plan.

4.1 Monthly Meetings

Contractor is required to attend a scheduled monthly meeting. Contractor may be required to attend additional meetings to discuss service level deficiencies or contract issues within 24-hour notice.

4.2 Contract Discrepancy Report (CDR) (Attachment 1)

Notification of a Contract discrepancy will be made to the Contract Project Manager as soon as possible whenever a Contract discrepancy is identified. The problem must be resolved within a time period mutually agreed upon by the County and the Contractor.

The notification may be followed with a formal Contract Discrepancy Report (CDR), as provided in Attachment 1, at the discretion of the County's Contract Project Manager. The CDR will indicate the contract discrepancy, the Contractor's response, and the correction due date for each discrepancy noted.

Upon receipt of the CDR, the Contractor is required to respond within 24 hours, acknowledging the reported discrepancies or presenting contrary information. If additional time will be required to complete the correction(s), this must also be indicated in the response. Approval of any additional time for completions will be at the County's discretion.

4.3 County Observations

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

4.4 Methods of Monitoring

County may use one or more of the following inspection methods to evaluate Contractor's performance:

- Sampling
- One hundred percent (100%) inspection of output items on a periodic basis (daily, weekly, monthly, etc.) using Attachment 3, Landscape Maintenance Certification, as determined necessary to assure a sufficient evaluation of Contractor performance, customer complaints or public complaints.
- Attachment 6, Inspection Report.

- Attachment 7, Irrigation Assessment Report.
- Attachment 8, Landscape Service Slip.

4.5 Unacceptable Performance

Performance of a listed service is considered acceptable when Contractor performs the tasks specified in this SOW.

- When the County Contract Monitor determines that the performance is unacceptable, the County Contract Monitor must notify Contractor of the discrepancy.
- Contractor must correct the problem within the time frame directed by the County Contract Monitor.
- The County Contract Monitor will perform a follow-up inspection and will evaluate Contractor's corrective action.
- If the problem has not been corrected, the County Contract Monitor will prepare a CDR with the deadline for completion. Failure to respond to CDR may result in an assessment for non-compliance as set forth in this contract.
- If the County Project Manager determines assessment for unacceptable performance or corrective actions made outside contract terms, an assessment letter will be sent to the Contractor.

5.0 DEFINITIONS

5.1 Pruning: is defined as trim (a tree, shrub, or bush) by cutting away dead or overgrown branches or stems, especially to increase fruitfulness and growth.

5.2 Trimming: is defined as cutting down to the desired size or shape.

5.3 EPA WaterSense Certified: Is a partnership program by the U.S. Environmental Protection Agency. The program seeks to help make smart water choices that save money and maintain high environmental standards without compromising performance. Products and services that have earned the WaterSense label have been certified to be at least 20 percent more efficient without sacrificing performance.

5.4 Metropolitan Water Districts' SoCal WaterSmart: The SoCal WaterSmart program offers cash rebates on a wide variety of water-saving technologies.

6.0 RESPONSIBILITIES

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

COUNTY

6.1 Personnel

County does not anticipate assigning any County employee to Contractor on a full-time basis. County personnel will be made available to the Contractor at the County Project Manager's discretion, to answer questions and provide a liaison between

Contractor and County. County will provide all utilities, including gas, electricity, and water for on-site facilities. County will provide no utilities or phones to Contractor if off-site facilities are used.

6.2 Furnished Items

County may provide storage facilities for Contractor's use, as determined by County. In the event said facilities are provided, Contractor's use thereof must be only for the purpose of storing equipment and materials required for maintenance. Contractor is prohibited from use of said storage facilities or any other County property for the conduct of his/her business interests that are not directly related to, or required by the contract. Contractor assumes all risks of loss and damage to materials and equipment stored.

CONTRACTOR

6.3 Personnel

A. Contractor must assign a sufficient number of employees to perform the required services at County Facilities identified in Attachment 4, Facility and Landscape Specification Sheets.

B. Principal Landscaper

1. Contractor must designate one (1) employee as principal landscaper with full responsibility for directing the entire crew on his/her shift.

2. Each principal landscaper must be authorized to act for Contractor in every detail and must speak and understand English.

C. Contractor Supervisor

1. Contractor must provide a thoroughly trained Supervisor or Lead Person who is knowledgeable in all aspects of the County's landscape services.

2. Supervisor or Lead Person must visit Facilities during and after working shifts.

3. Supervisor or Lead Person must be available to County by email and/or cell phone during all working shifts, 365 days per year, 24 hours a day.

4. The Supervisor or Lead Person must be able to effectively communicate in English, both orally and in writing.

5. Supervisor or Lead Person must have access to Contractor's Project Manager during all hours of shift coverage, 365 days per year.

D. Arborist

1. Contractor must provide or have access to a licensed arborist to inspect trees and provide written reports to County at County's request at an additional cost.

2. Arborist reports at a minimum must document description and condition of the tree, note issues, damage, or areas of concern, and provide information about the cause of issues, including site conditions, pest or disease threats or mechanical injury.

3. Contractor must respond immediately to calls for arborist requests and be at the site within two (2) business days of receiving notification by County.

E. Contractor must notify County's Contract Monitor, District Manager, and Contract Manager when contract personnel assigned to the Contract are out on a scheduled or unscheduled absence or have terminated employment. Contractor is to provide the name of the substitute employee. Contractor must ensure substitute employee obtains a County Identification (ID) badge prior to providing services.

F. All services requiring licenses and/or certifications will be performed by properly trained, licensed, and certified personnel.

G. Contractor must provide and require every employee to wear an appropriate uniform with the company identification at all times. County must approve uniforms prior to contract start date.

H. Contractor must require every on-duty employee to wear a visible photo identification badge issued by the County. Such badge must be displayed on employees at all times he/she is on County designated property.

6.4 Facility Work Requirements

A. Contractor must maintain a current and valid California-issued Contractor Classification C-27 and pest control business license throughout the duration of the entire term of the Contract.

B. Contractor recognizes that during the course of this contract, County personnel and/or other Contractors may conduct other activities and operations. These activities may include, but not be limited to, landscape refurbishment, modification or repair, construction and/or storm-related operations. Contractor may be required to modify or curtail certain tasks and operations and must promptly comply with any request by the County Project Manager. Contractor must provide quotes within 48 hours of receipt of request. County reserves the right to seek bids from other contractors for various work on contracted and non-contracted sites.

C. Contractor must perform a weekly maintenance inspection during daylight hours of all areas within the landscaped area. Such inspection must be both visual and operational. It must include operation of all irrigation systems checking for proper condition and reliability. Contractor must take immediate steps to correct any observed irregularities and submit a written report regarding such circumstances to the County Contract Monitor and County Project Manager.

D. The purchase of all materials, supplies, vehicles, and equipment necessary to provide the required services is the responsibility of the Contractor. Contractor certifies that all furnished landscape supplies are not harmful to the plants, trees and surfaces being serviced. Contractor must use materials and equipment that are safe for the environment and safe for use by Contractor employees. All materials and supplies are subject to County approval.

E. Contractor must track all Attachment 6, Inspection Report, that require corrective action and all CDRs to ensure timely response and compliance.

F. Contractor must provide a quote for additional work within 48 hours from the time of the request.

6.5 Training

A. Contractor must provide training programs for all new employees and continuing in-service training for all employees, including, but not limited to visual aids, dealing with the diverse maintenance needs of a facility. Contractor must provide County Project Manager with a summary of course material and training schedules for its employees on a monthly basis. Course material summary along with employee training rosters are due to the County Project Manager five (5) working days prior to month end.

B. Contractor personnel must be trained in their assigned tasks and in safety in the workplace. All Contractor personnel must work in accordance with Federal, State, and local statutes and directives. Contractor must comply with and maintain the Injury and Illness Prevention Program (IIPP) standards and records in accordance with Federal and State OSHA requirements. Contractor must provide proof of training and IIPP records upon County request.

C. Contractor is responsible for ensuring that personnel are kept current and properly trained on all appropriate technologies, both existing and new.

D. Contractor must ensure that personnel be trained to render a high degree of courteous and efficient service. Contractor must control the conduct, demeanor and appearance of all its officers, agents and employees and representatives.

6.6 County Required Meetings

A. Contractor's Project Manager or Supervisor must meet with County's Project Manager or designee monthly or as determined by County to evaluate landscape and related services. Contractor's representative must be familiar with all facilities included in the contract and be able to address issues related to Contractor's services. Contractor and County will then mutually determine a corrective course of action and timeframe to remedy any problems found.

B. Contractor's Project Manager or designee must be available to attend all daytime landscape services orientations with County Facility Managers within 24 hours of notification. This must include new facilities that are added to Contractor's services.

6.7 Contractor's Office

Contractor must maintain an office, within the County of Los Angeles, with a telephone in the firm name by which the Contractor conducts business. The office

must be staffed during normal business hours by at least one employee who can respond to inquiries and complaints, which may be received about the Contractor's performance of the Contract work. Contractor must ensure County can access Contractor when the office is closed, by maintaining an answering service, and/or equipping the designated employee with a cellular phone to receive calls regarding the Contractor's performance of the Contract work. The Contractor must answer phone calls and emails within two (2) hours of receipt of the call and/or email**.** Failure to respond within the two-hour time frame will be cause for assessment in accordance with the Performance Requirements Summary (PRS).

7.0 HOURS/DAY OF WORK

Contractor must provide all landscape services required by the County in accordance with the hours and days of service identified in Attachment 4, Facility and Landscape Specification Sheets. Specific hours of operation may be determined by the County Project Manager.

If a scheduled service falls on a County-observed holiday (e.g., Monday), services must be performed on the next business day (e.g., Tuesday).

The landscaped areas must be maintained with a well-manicured, clean appearance, and all work must be performed in a professional, workmanlike manner using quality equipment and materials. Contractor must not work or perform any operations, particularly during periods of inclement weather, which may destroy or damage ground cover or turf areas.

8.0 FACILITY SITE MAPS

Attachment 5, Facility Site Maps, identifies the boundaries for each facility. All services listed within this SOW must be applicable within the boundaries as identified in Attachment 5, Facility Site Maps.

9.0 GENERAL SERVICE REQUIREMENTS

The following are specific tasks Contractor must perform during the contract term.

9.1 Mowing

A. Frequency: Once per week (unless specified in writing by County Project Manager or designee).
B. Mowing operations must be scheduled Monday through Friday unless otherwise directed by the County's Project Manager.
C. Mowing operations must be performed in a professional, workmanlike manner that ensures a smooth surface appearance without scalping or

allowing excessive cuttings to remain.

D. All equipment must be adjusted to the proper cutting heights and must be adequately sharpened. Mowing height must be no less than 3/4 inch for all turf areas and no higher than 1 1/2 inches with one (1) inch considered acceptable. Mowing heights may vary for special events and conditions as determined by the County's Project Manager.

E. Walkways must be cleaned immediately following each mowing. All grass clippings must be collected and removed from the site immediately.

9.2 Edging/Detailing/Weed Control

A. Frequency: Edging - Every week.
B. All turf areas must be kept neatly edged and all grass invasions eliminated.
C. When designed edges exist in flowerbeds, these edges must be kept clean, sharp, well defined, and free of weeds and grass invasion.
D. All turf edges, including but not limited to, sidewalks, patios, driveways, curbs, shrub beds, flower beds, ground cover beds and around the base of trees must be edged to a neat and uniform line.
E. The edge of turf must be trimmed or limited around all sprinkler heads (to provide maximum water coverage), valve boxes, meter boxes, back flow devices and other obstacles.
F. Mechanical Edging
    1. Mechanical edging of turf ground cover and/or fence lines must be performed at each site every week after mowing.
    2. Mechanical edging must be completed as one operation in a manner that ensures a well-defined edge.
    3. Walkways must be cleaned immediately following each mechanical edging.

9.3 Weed Control

A. Frequency: Each visit.
B. No contact weed control chemicals may be used in flowerbeds after they have been planted for the season. Appropriate mulches are encouraged but must be aesthetically compatible and not physically or chemically harmful.
C. Weeds treated with a contact weed chemical must be left in place for a minimum of seven (7) days. If kill is not complete, a second application must be applied.
D. Weeds treated using a systematic chemical must be left in place per manufacturer's recommendation. If kill is not complete by the time specified in the manufacturer's recommendation, a second application must be applied.
E. After complete kill, all dead weeds must be removed from area.
    1. Clearance - Edging where trees and shrubs occur in turf areas, all grass growth must be limited to at least eighteen (18) inches from the trunk of trees and away from the drip line of shrubs by use of approved chemicals, manual, or mechanical devices.
    2. Linear chemical edging of turf boundaries may be performed in a

manner that ensures a defined turf edge and limits its encroachment into beds or across boundaries where it is impractical to edge mechanically. A twelve (12) inch barrier width must be considered normal.

3. Detailing of sprinkler heads (to improve maximum water coverage), valve boxes, meter boxes, and similar small obstacles in turf areas may be performed in a manner that ensures operability, ease of location, or a clean appearance. A six (6) inch clearance must be considered normal.

F. All grass like type weeds, morning glory or vine-weed types, ragweed or other underground spreading weeds must be kept under strict control.

G. Remove all weeds and grass from walkways; curb and gutter expansion joints; fence/walk perimeter; roadways; driveways; parking lots; patios, drainage areas and around irrigation sprinkler heads and control valves.

H. Methods for removal of weeds, turf encroachment, and detailing must incorporate chemical and/or mechanical means of eradication.

9.4 Litter Control

A. Frequency: Each visit.

B. Complete policing and litter pick-up to remove paper, glass, trash, cobwebs, undesirable materials, siltation, and other accumulated debris within the landscape areas to be maintained including, but not limited to, walkways, between and around planted areas, planters, drains, grates sidewalks, roadways and catch basins. Litter pick-up must be completed each time landscape services are performed and as early as County's Projector Manager or his designee deems it practical.

C. All litter and debris occurring as a result of Contractor's operations must be removed from the landscaped area immediately following such operations.

D. Sweep all hardscape areas within the parameter of the facility. Check concrete areas and hardscape surfaces for cracks, crevices, and deterioration and report any unsafe conditions to the County Contract Monitor.

E. Wash all hardscape areas within the perimeter of the facility when necessary or at the direction of the County Project Manager.

F. Thorough cleaning of drains, grates, and catch basins occur annually during the month of October. Contractor must submit to County Project Manager a schedule of major drain clearing services one (1) month in advance for approval.

9.5 Raking

A. Frequency: Each Visit.

B. Accumulation of leaves must be removed from all landscaped areas including beds, planters, and turf areas under trees, sidewalks, and adjacent parking spaces. Debris from landscape area must be removed immediately.

C. Use of handheld blowers will be allowed unless legal authority dictates otherwise. Facility location may dictate "no blowers" or "no gas-powered blowers."

9.6 Pruning Trees, Hedges, and Ground Cover

A. Tree Pruning

1. Frequency: As-Needed or at the direction of the County Project Manager.
2. Tree pruning must be performed with the intent of developing structurally sound trees, symmetrical appearance with the proper vertical and horizontal clearance. All dead and damaged branches and limbs must be removed at the point of breaking.
3. Trees should be pruned to maintain a sufficient clearance from buildings, security cameras, and to minimize potential safety hazards.
4. All cuts must be made sufficiently close, flush if possible, to the parent stem so that healing can readily start under normal conditions.
5. All limbs 1-1/2" or greater in diameter must be undercut to prevent splitting.
6. All limbs must be lowered to the ground using a method which prevents damage to the remaining limbs.
7. All cuts exceeding ½" must be treated with an appropriate tree heal compound.
8. All equipment utilized must be clean, sharp, and expressively designed for tree pruning.
9. Climbing spurs must not be used.
10. The initial step of pruning must be the removal of all dead wood, weak, diseased, insect infested and damaged limbs.
11. All crossed or rubbing limbs must be removed unless removal will result in large gaps in the general outline
12. Limbs should extend alternately from the trunk on 12" or 24" spacing.
13. All trees must be thinned of smaller limbs to distribute the foliage evenly.
14. All trees must be trimmed and shaped to provide a symmetrical appearance typical of the species.
15. All suckers and sprouts must be cut flush with the trunk or limb.
16. No stubs will be permitted.
17. All Structural weaknesses such as split crotch or limbs, diseased or decayed limbs, or severe damage must be reported to County's Project Manager or his designee.
18. Special emphases must be placed upon public safety during pruning operations, particularly when adjacent to roadways.
19. All trimming and debris must be removed and disposed off-site at the end of each day's work.

B. Hedges

1. Frequency: As needed.
2. Prune shrubs to encourage healthy growth habits and for shape in order to retain their natural form and proportionate size.
3. Restrict growth of shrubbery to area behind curbs and walkways and within planter beds by trimming.

4. Under no circumstances must hedge shears be used as a means of pruning.

5. Prune all plant materials where necessary to present or eliminate hazardous conditions to vehicles or pedestrians.
6. All cuts must be made sufficiently close, flush if possible, to the parent stem so that healing can readily start under normal conditions.
7. All limbs one and one-half inches (1½") or greater in diameter must be undercut to prevent splitting.
8. Remove all dead, diseased and unsightly shrubs and branches.
9. Remove all clippings the same day that plant materials are pruned or trimmed.

C. Ground Cover

1. Frequency: As needed.
2. All dead, diseased, and unsightly branches, vines or other growth must be removed as they develop.
3. All ground cover areas must be pruned to maintain a neat edge along planter box walls.
4. Any runners that start to climb building, shrubs, or trees must be pruned out of these areas.
5. Flower beds: Any and all diseased plants are to be removed from all beds and then disposed properly. Broken, damaged, or unsightly flowers or plant parts are to be removed promptly.
6. Thinning of flower beds.
7. Pruning plant material for vehicular and pedestrian visibility and access, four (4) times per year or more often as needed dependent upon growth patterns of the plant spaces in question.

D. Damage to Shrubs, Trees, Turf or Ground Cover

All damage to shrubs, trees, turf or ground cover done by Contractor employees must be repaired or replaced within five (5) working days.

1. All repairs or replacements must be completed in accordance with the following maintenance practices:

   a) Trees - Minor damage such as bark lost from impact of mowing equipment must be remedied by a qualified tree surgeon or arborist. If damage results in loss of tree, the damaged tree must be removed and replaced to comply with the specified instructions of the County Project Manager.
   b) Shrubs - Minor damage may be corrected by appropriate pruning. Major damage must be corrected by removal of the damaged shrub and replaced to comply with the provisions in the specifications.
   c) Chemicals - All damage resulting from chemical operation, either spray-drift or lateral leaching must be corrected in accordance with the aforementioned maintenance practices and the soil conditioned to ensure its ability to support plant life.

d) Tree Replacement - All trees permanently damaged will be replaced at County's expense with the exception of those damaged or destroyed due to fault of Contractor or its employees. Replacement must be with the identical species of tree existing previously, unless otherwise notified in writing by County's Project Manager or his designee. Size of the replacement must be of like size not to exceed 24-inch box specimen container size. The need for replacement will be determined by County's Project Manager or his designee.

9.7 Watering

A. Water requirements by plants vary according to the seasons in a particular year. Extremely close attention must be paid to the demands of the plants as influenced by their exposure to sun, wind, shade, and location in the individual planters. The variation in the size of plants installed, as well as the varieties, must be taken into consideration. All landscaped and turf areas must be irrigated as required to maintain adequate growth and appearance with a schedule most conducive to plant growth.

B. The delivery of adequate moisture to the landscaped areas must include, but not be limited to hand watering, operation of manual valves, proper utilization of automatic controllers, rain birds, and the bleeding of valves.

C. Adequate soil moisture will be determined by programming the irrigation system as follows:

1. Adjusting and setting the automatic controller to establish frequency and length of watering period.
2. Consideration must be given to soil conditions, humidity, minimizing runoff, and the relationship of conditions, that affect day and night watering. This may include daytime watering during freezing weather to prevent icy conditions, manual operation of the irrigation system, and/or hand watering with portable sprinklers during periods of windy or inclement weather.
3. A soil probe must be used to a depth of twelve (12) inches to determine the water penetration by random testing of the root zones.

D. Watering must be regulated to avoid interference with any use of the facility's roadways, paving or walkways.

E. In areas where wind creates problems of spraying water onto private property or road rights-of-ways, the controllers must be set to operate during the period of lowest wind velocity, which would normally occur at night or early morning hours.

F. Irrigation system must be controlled in such a way as not to cause any excessively wet or "waterlogged" areas, which could interfere with the ability to mow all turf. "In lawn" trees and other planting must be protected from over watering and run-off drowning. Irrigation drips systems should be set directly to the plant roots. Calibrate systems to minimize evaporation and surface runoff.

G. New turf (up through the sixth mowing) must be watered immediately after mowing.

H. All ground cover areas must be watered as needed to maintain a healthy condition; care being taken not to overwater in shady areas.

I. Watering must comply with applicable water restriction regulations and directives.

J. Contractor must comply with the County of Los Angeles Board of Supervisors Policy No. 3.047, Water Conservation. All irrigation, watering, and landscape maintenance activities must be conducted in accordance with this Policy and any subsequent County directives regarding water conservation.

K. Contractor must not allow water to leak from any pipe, valve, or fixture. Leaks must be repaired as soon as feasible, but no later than forty-eight (48) hours after discovery.

L. Contractor must not use water in a manner that causes or allows excess or continuous water flow or runoff onto adjoining sidewalks, driveways, streets, gutters, or ditches.

M. Contractors must use their expertise to implement the following water-reduction strategies.

1. Native Plant Gardens: replacing existing turf or high-water use vegetation with native and drought-tolerant plant species when applicable.
2. Select plants adapted to local soil and climate conditions to minimize irrigation needs and maintenance requirements, when applicable.
3. Replacing traditional grass lawns with low-maintenance, water-efficient ground covers such as creeping thyme, clover, or sedum, when applicable.
4. Maintain these areas to ensure coverage and prevent soil erosion.

N. Contractor must provide quarterly updates summarizing completed activities, water savings achieved, and any recommendations for further landscape improvements.

9.8 Irrigation

9.8.1 Irrigation System Maintenance

A. Contractor and County Contract Monitor must do an inspection of the irrigation equipment at each facility to ensure operability within sixty (60) days of contract start date. Contractor must submit a written report verifying working order of each irrigation system within five (5) days of inspection. County may require that the system be repaired to a satisfactory condition. Once repaired, the Contractor will be required to maintain the system in working condition. This requirement applies

to all landscape sites added during the term of the contract.

B. After inspection with County staff, Contractor will be responsible for the irrigation system, beginning with the pressure lines from the point of the backflow device, and including lateral lines. Contractor is responsible for all repairs except those that exceed a cost of $1,000. Repairs exceeding a cost of $1,000 should be submitted to the County Project Manager for approval or handling. County is responsible for the back-flow device.

C. If system is working, Contractor must, at all times, maintain the system in an operational state by repairing the irrigation system consisting of automatic controllers, control valves, gate valves, risers, quick couplers, swing joints and sprinkler heads including providing small parts: solenoids, filter screens, diaphragms, gaskets, springs, screws, adjustment screws, washers, '0' rings, wiring and nozzles, at no cost to the County.

1. In addition to repair and replacement, Contractor must:

a) Adjust valves and sprinkler heads.
b) Replace all risers and swing joints to the lateral lines.
c) Replace button-type turf and shrub heads.
d) Replace all missing covers to valve boxes.
e) Provide caps and plugs.

D. Contractor must provide fully trained personnel in all phases of landscape irrigation systems, including, but not limited to, the operation, maintenance, adjustment, and repair.

E. In order to ensure the operability of the irrigation system, Contractor must sequence controller(s) to each station manually to check the function of all facets of the irrigation system monthly and report any damage, malfunctioning equipment, and/or incorrect operation to the County's Project Manager or his designee. During the testing, Contractor must:

1. Adjust all sprinkler heads for correct coverage to prevent excessive runoff and/or erosion and to prevent the spread onto roadways, sidewalks, hard surface areas, and private property.
2. Unplug clogged heads and flush lines monthly and after each repair. Unless otherwise specified on the specification sheets.
3. All system malfunctions, damage, and obstructions must be reported to County's Project Manager or designee and corrective action taken in a timely manner, not to exceed 48 hours after notification.

F. Contractor must repair/replace malfunctioning quick couplers, manual or automatic valves, and sprinkler heads within one (1)

watering cycle irrigation damage must be repaired or replaced with same size, and quantity or substitutes approved by County Project Manager prior to installation.

G. Contractor must respond to malfunctioning irrigation systems and equipment within two (2) hours of identification or following verbal notification. Extensive repair must be completed within thirty-six (36) hours unless otherwise authorized by Contract Program Director or designee.

H. Contractor must control the irrigation system during inclement weather conditions and limit the use of water concurrent with the weather situation to the satisfaction of the County Project Manager or designee.

I. Contractor must be responsible for correcting, before the expiration of the contract, all deficiency repairs, including irrigation systems, related to the services provided under this contract. At the conclusion of the contract, an inspection must be conducted to assess the conditions of the services provided by the Contractor. In the event that any such deficiencies remain unresolved, the County reserves the right to withhold the final payment until satisfactory resolutions have been achieved, thereby ensuring the completion of all necessary repairs and improvements.

J. The County of Los Angeles may require contractors to procure equipment and parts. Items that are EPA WaterSense certified or parts listed under Metropolitan Water District's SoCal WaterSmart listing for approved landscape equipment to help conserve water.

K. Contractor must comply with Board Policy No. 3.047 (Water Conservation Policy). All irrigation activities must be performed in accordance with this Policy and any subsequent County directives related to water conservation and sustainable water management practices.

L. The Contractor must not irrigate during periods of rainfall or within forty-eight (48) hours after a measurable rain event of one-fourth (¼) inch or greater.

M. Irrigation must not occur between the hours of 9:00 a.m. and 4:00 p.m., except for golf course greens, sports fields, irrigation-system testing, or other County-approved exceptions.

N. All new static spray irrigation equipment must be WaterSense-certified or equivalent.

O. All new, replacement, or large irrigation systems (three (3) acres or more) must include rain sensors that automatically shut off irrigation during and after rainfall. Existing systems without rain sensors must

be upgraded in accordance with this Policy or as directed by the County.

P. Irrigation systems must allow for separate watering of trees to prevent over- or under-watering.

Q. Static spray head sprinklers and bubblers must be limited to ten (10) minutes per watering day per station. Rotors and multi-stream rotary heads must be limited to fifteen (15) minutes per cycle, up to two (2) cycles per day.

R. Low-flow drip irrigation (less than 4 gallons per hour per emitter) and micro-sprinklers (less than 14 gallons per hour) are exempt from these duration limit.

9.8.2 Smart Irrigation System Installation

A. The Contractor must install and fully operationalize a Smart Irrigation System at all designated sites within sixty (60) calendar days from the date of contract initiation, unless otherwise specified in writing and approved by the County's Project Manager.

B. The Smart Irrigation System must include, at a minimum, weather-based controllers, flow sensors, and remote monitoring capabilities that enable real-time water management, leak detection, and performance reporting. The system must comply with all applicable County sustainability and water conservation standards.

C. Any request for extension or modification to the installation timeline must be submitted in writing to the County's Project Manager prior to the sixty (60) day deadline. Approval of such requests shall be at the sole discretion of the County's Project Manager and contingent upon demonstrated justification, such as site conditions, permitting delays, or supply chain constraints.

D. Upon completion of installation, the Contractor must conduct a functionality test in the presence of the County's Project Manager or designated representative to confirm proper operation, connectivity, and system integration. Documentation of the system's setup, user credentials, and training for County personnel shall be provided within ten (10) business days of system acceptance. Contractor must conduct periodic calibration of sensors and controls, system maintenance, troubleshoot and ensure updates are completed as needed to maintain optimal operations. Contractor will be required to provide quarterly reports on soil moisture trends in data, water consumption compared to baseline, Irrigation performance and efficiency . Provide recommendations for further water saving measures or system adjustments, usage, and cost savings.

E. Failure to complete the installation within the specified timeframe, without prior written approval, may result in liquidated damages,

withholding of payment, or other remedies as deemed appropriate by the County under the terms of the contract.

9.9 Disease/Insect Control

A. All landscaped areas must be maintained free of disease and insects that could cause damage to plant materials including but not limited to trees, shrubs, ground cover and turf.

B. Contractor Project Manager or designee must be notified immediately of any disease, insects, or unusual conditions that might develop.

C. A disease control program to prevent all common diseases from causing serious damage must be provided on an as-needed basis. Disease control must be achieved utilizing materials and rates recommended by a licensed Arborist.

D. An insect control program to prevent all common insects from causing damage must be provided on an as-needed basis. Insect control must be achieved utilizing materials and rates recommended by a licensed California Pest Control Adviser.

9.10 Rodent Control

All areas must be maintained free of rodents including, but not limited to gophers and ground squirrels that could cause damage to turf, shrubs, ground cover, trees, and irrigation systems.

10.0 SPECIALTY SERVICE REQUIREMENTS

10.1 Chemical Edging/Detailing

A. Frequency: Once every two (2) months, April to September; once every three (3) months, October to March.
B. Chemical application may be used in and around areas such as planters, areas adjacent to buildings, trees, fence lines, sprinkler heads, etc. Prior to application of chemicals, all areas must be trimmed to proper mowing heights. Chemicals must be applied in a manner to limit drift to six (6) inches. Precautionary measures must be employed since all areas will be open to the public during application.
C. Spot treat with a portable sprayer or wick wand using an effective herbicide approved by County's Project Director or his designee and applied per manufacturer's recommendation.
D. All work involving chemicals must be provided as identified in Section 13.0 of SOW.

10.2 Trimming and Crowning of Trees

A. Trees

1. All trees (excluding palm trees) must be trimmed and thinned at each facility once within year one (1) of the Contract, once within year four (4) of the Contract, and once within the second option year of the Contract, unless otherwise approved by the County Project Manager. Trees should be trimmed to maintain a sufficient clearance from buildings, security cameras, and to minimize potential safety hazards. Palm trees must be maintained in accordance with Section 10.2, Paragraph A, subparagraph 1(f) below.
   a) Contractor must submit to County Project Manager a schedule of tree trimming services to occur within the first year of the Contract, within the first 90 days of implementation. County Project Manager may request adjustments to the schedule during the five (5) year term.
   b) Maintain trees to achieve a fourteen (14) foot vertical clearance for all branches within the landscaped areas and sixteen (16) foot vertical clearance for branches overhanging beyond curb line into the paved section of roadways. Trees should be trimmed away from roof, fence or obstacles and away from private property.
   c) All wounds one (1) inch in diameter or over must be painted with asphaltic base tree paint immediately after pruning.
   d) Remove all new growth on trees up to the appropriate height clearances.
   e) Remove all dead, diseased, and unsightly branches and trees. Trees to be removed must have a caliper of three (3) inches or less measured six (6) inches above the ground level.
   f) Palm trees must be maintained and kept free of dead fronds and potential falling debris at all times.
   g) No Topping of Trees (also known as stubbing, tipping, hat-racking, dehorning or round over)

B. Staking and Tying/Materials Used

1. Damaged trees must be staked and tied within twenty-four (24) hours.
2. Replace missing or damaged stakes where the tree diameter is less than three (3) inches within five (5) days.
3. Stake in those cases where tree has been damaged and requires staking for support.
4. take new trees or recently planted trees that have not been previously staked.
5. Tree stakes, two (2) per tree, must be pentachlorophenol treated lodge pole pine not less than eight (8) feet in length for five (5) gallon size trees; not less than ten (10) feet for fifteen (15) gallon size trees.
6. Guy wires where required and plant ties will be of pliable, zinc-coated, ten (10) gauge wire, two (2) per tree.
7. Hose for covering wire must be either new or used garden hose at least one half (1/2) inch in diameter (hose ties should allow minimum of three (3) additional inches of clearance beyond the diameter of the branch or trunk being secured).
8. Stakes will not be placed closer than eight (8) inches from the trunk of the tree.
9. Stakes and ties will be placed so no chafing of bark occurs.

C. Tree Removal

1. Contractor is responsible for the cost and removal of irreparable damaged or fallen trees and/or branches that are deemed to be an act of God.
2. Contractor is required to perform stump grinding of all fallen trees.
3. Contractor must respond to these issues within 24 hours of notification from County.

10.3 Aerification

A. Frequency: Aerate all turf areas two (2) times per year on a schedule approved by County Project Manager or designee.
B. Aerate all turf areas by using a device that removes cores to a depth of two (2) inches at no more than six (6) inch spacing.
C. Aerification may be required immediately after vertical (thatch removal) operation and just prior to over seeding and fertilization.
D. All cores must be removed from the turf and disposed of off-site or thoroughly pulverized within twenty-four (24) hours after aerating.

10.4 Fertilization

A. Frequency: Fertilize turf areas at a minimum two (2) times per year, or as requested by County Project Manager.
B. All fertilization must be approved by County Project Manager or designee prior to its application.
C. Application of fertilizer must be done in sections, determined by the areas covered by each irrigation system.
D. All areas fertilized must be thoroughly soaked immediately after fertilization.
E. All turf areas must receive not less than one (l) pound of actual available nitrogen in a balanced fertilizer form for each one thousand (l,000) square feet of turf area. All fertilizer must be inorganic and granular in form with an approximate ratio of 4-1-2.
F. Areas must be fertilized utilizing ratios and mixtures per the manufacturer's recommendation.
G. Apply fertilizer/micro-nutrient within the drip line to provide healthy color. Fertilizer must be organic and granular in form without trace elements.
H. Apply fertilizer/micro-nutrient to provide a healthy color to all shrubs. Foliar feeding may be used if applicable.
I. Fertilizer should be organic and granular in form without trace elements.
J. Areas must be fertilized utilizing ratios and mixtures recommended by the manufacturer.

10.5 Renovation/Vertical Mowing

A. Frequency: As requested by County at an agreed-upon additional cost.
B. Care must be taken to avoid unnecessary or excessive injury to the turf grass. Contractor must be responsible for turf damage.
C. Sweep or rake the dislodged thatch from the turf areas and remove from site.
D. Standard renovating or vertical mowing type equipment must be used. Flail or mulching-type equipment may be used where it is most beneficial to the lawn.
E. Vertical mow to remove thatch in turf areas to encourage healthy growth and to maintain acceptable appearance.

F. Renovate to the soil line and remove all excessive thatch in turf areas.
G. After thatch is removed and upon completion of turf renovation, all turf areas must be seeded, mulched, and watered.
H. Areas to be over-seeded will be seeded utilizing blends or mixtures at the rate of application recommended by County Project Manager.
I. Mulch must be spread evenly over the entire area to a uniform depth.

10.6 **Cultivating**

A. Frequency: As needed.
B. Cultivate beds and planter areas to ensure a neat appearance using appropriate equipment designed to loosen the soil to a depth of three (3) inches. Care must be taken so as not to disturb plant materials or their roots in accomplishing this operation.

10.7 **Turf Reseeding/Restoration of Bare Areas**

A. Frequency: As requested by County at an agreed additional cost.
B. Seed all damaged, vandalized, or bare areas to reestablish turf to an acceptable quality.
C. Areas to be seeded utilizing blends or mixtures at the rate application recommended by County Project Manager.
D. Stolonize bare areas with Adlayd Turf (paspalum vaginatum) at the rate recommended by the County Project Manager.

11.0 PLANT MATERIALS

11.1 Plant materials must conform to the requirements of the landscape plan of the area and to "Horticultural Standards" of the American Association of Nurserymen as to kind, size, age, etc. Plans of record and specifications should be consulted to ensure correct identification of species. Plant material(s) larger than those specified may be supplied if complying in all other respects. Substitutions may be allowed but only with prior written approval by the County Project Manager or his designee.

11.2 Nomenclature: Plant names used in the landscape plan of the area must conform to "Standard Plant Names" by the American Joint Committee on Horticulture Nomenclature. In those cases not covered therein the custom of the nursery trade is followed.

11.3 Quality: Plants must be sound, healthy, and vigorous; free from plant disease, insect pests or their eggs; and must have healthy normal root systems and comply with all State and local regulations governing these matters, and must be free from any noxious weeds.

11.4 Where caliper or other dimensions of any plant material are omitted from the Plant List, it must be understood that these plant materials must be normal stock for type listed. They must be sturdy enough to stand safely without staking.

11.5 Plant materials must be symmetrical, and/or typical for variety and species, and conform to measurements specified in the Plant List.

11.6 All plant materials must be provided from a licensed nursery and must be subject to acceptance by the County Project Manager or designee.

11.7 Plant Materials Guarantee - All shrubs must be guaranteed to live and remain in healthy condition from the date of planting by the Contractor.

11.8 All new plant materials must have a six (6) month guarantee unless specifically stated in written form.

11.9 In accordance with Board Policy No. 3.047 (Water Conservation Policy), contractors must ensure that at least seventy-five percent (75%) of all new or replacement plantings are native and/or drought-tolerant species, unless located within recreational areas or where such use would significantly alter a historic landscape.

12.0 USE OF CHEMICALS

12.1 All work involving the use of chemicals must be in compliance with all federal, state, and local laws.

12.2 A listing of proposed chemicals, including commercial name, application rate and type of usage, must be submitted to County Project Manager or designee for approval at the commencement of the contract. No work must begin until written approval of use is obtained from County Project Manager or designee. Chemicals must be approved by the United States Environmental Protection Agency and the California Department of Pesticide Regulation.

12.3 Chemicals must only be applied by those persons possessing a valid California Qualified Applicator's License. Application must be in strict accordance with all governing regulations.

12.4 Records of all operations stating dates, times, methods of applications, chemical formulations, applicator's names, and weather conditions must be made and retained in accordance with Sub-paragraph 8.38, Record Retention And Inspection/Audit Settlement, of the Contract.

12.5 All chemicals requiring a special permit for use must be registered with the County Agricultural Commissioner and a permit obtained with a copy to the County Project Director or designee.

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

12.7 Chemicals must be applied when air currents are still; thus, preventing drift onto adjacent property and preventing any toxic exposure to persons whether or not they are in or near the area of application.

12.8 County reserves the right to approve the usage of particular chemicals.

12.9 On March 19, 2019, the Los Angeles County Board of Supervisors adopted a motion to cease the use of glyphosate-based products. Contractors must adhere to this Board directive. In response to the Board of Supervisors' motion, contractors must use non-

glyphosate-based chemicals or manual methods for weed control.

13.0 WASTE REMOVAL

13.1 Contractor must collect and remove all clippings the same day that plant materials are pruned or trimmed. Contractor must not use County trash bins for maintenance operations.

13.2 Contractor must be required to empty and reline trash receptacles as identified in Attachment 4, Facility and Landscape Specification Sheets. Contractor is responsible for replacing trash liners in trash receptacles.

13.3 Contractor must not dispose of hazardous material(s) on site. All such materials collected must be disposed of in compliance with all applicable rules, laws, and/or regulations.

14.0 AS-NEEDED SERVICES

14.1 The County Project Manager or designee may authorize the Contractor to perform as-needed services, including, but not limited to, repairs and replacements as necessary, due to extraordinary incidents such as vandalism, acts of God, and third-party negligence; or improvements in order to add new facilities or modifying existing facilities.

14.2 If the County Project Manager or designee determines that the required work resulting from vandalism, acts of God, or third party negligence can be performed by Contractor's staff, the County Project Manager or designee may temporarily modify the Contractor's work schedule in order to complete the as-needed services.

14.3 Prior to performing any as-needed services, the Contractor must prepare and submit a written description of the work including an estimate of labor and materials to County Project Manager or designee. Contractor must provide quotes within 48 hours of receipt of as-needed service request. No as-needed services must commence without prior written authorization by County Project Manager. Contractor must be compensated at the labor rates identified in Exhibit B, Pricing Schedule.

14.4 All as-needed services must commence on the established specified date and Contractor must proceed diligently to complete said work within the time allotted. Contractor will not be compensated for services not authorized by County Project Manager or designee.

14.5 The County reserves the right to perform the services itself or assign the services to another Contractor.

14.6 All new plant materials will come with a six (6) month guarantee unless specifically stated in written form. All other materials will come with a one (1) year guarantee unless damaged or broken by an Act of God or vandalism.

15.0 EMERGENCY SERVICES REQUESTS

15.1 When a condition exists, which poses imminent danger or injury to the public or damage to property, Contractor must contact the County's Project Manager immediately upon discovery and obtain approval by County's Project Manager prior to starting work. A written estimate must be sent within a reasonable timeframe after completion of the emergency services.

15.2 Contractor must bill for emergency services on a separate invoice from its monthly invoice in the month immediately after completion of the emergency services.

15.3 Contractor must respond immediately to calls for all emergency services requests and be at the site within two (2) hours of notification by County, on any day, at any time.

15.4 Contractor must not perform any emergency services without prior approval of Contract Manager.

16.0 MAINTENANCE REPORTS

16.1 Contractor must submit monthly, a monthly report indicating that the maintenance operations described in this SOW are completed when any of the services are performed. This report must include, at a minimum, the following information:

A. Quantity and complete description of all commercial and organic fertilizer(s) used.
B. Quantity and label description of all grass seed used.
C. Quantity and complete description of all soil amendments used.
D. A valid licensed Agricultural Pest Control Advisor's recommendation and copies of corresponding pesticide use necessary to perform the services described herein.

16.2 Contractor must make themselves available within 72 hours of receiving a request to perform quarterly irrigation audits, Attachment 7, Irrigation Assessment Report.

16.3 Contractor must submit Attachment 8, Landscape Service Slip, for all routine and periodic services as stated in Sections 10.0 through 16.0 of the SOW. Attachment 8, Landscape Service Slip, must note date of service(s), type of service(s), and include picture(s). Attachment 8, Landscape Service Slip, is required once a week for facilities serviced daily. For all other services, Attachment 8, Landscape Service Slip, is required after each service provided.

16.4 Attachment 6, Inspection Report, will be sent to Contractor denoting discrepancies. Contractor must respond within the required due date provided in the Inspection Report. Contractor must then provide proof of correction of all discrepancies within respective contractual time obligation of noted discrepancy. Responses to deficiencies /discrepancies must include pictures of corrective actions.

16.5 All such materials collected must be managed on-site or taken to an approved organic waste processing facility. If using an off-site organic waste processing facility, then the Contractor must provide the County with contact and location information for the facility. If the organic waste is managed on-site at the generating facility, the

Contractor must train facility staff in managing the green waste to compost the acceptable materials.

16.6 Any compost or mulch purchased by the Contractor must be SB 1383-compliant. Contractor is responsible for verifying that any compost or mulch comes from an SB 1383-compliant source prior to purchasing. Contractor must provide documentation showing the quantity of mulch or compost purchased, the date of purchase, and the name and address of the facility where the compost or mulch was produced.

16.7 Contractor must provide data on operations or materials used upon County's request.

17.0 MAINTENANCE SCHEDULES

17.1 Contractor must submit a work schedule for each facility to the County Project Manager within ten (10) days prior to start of Contract. Thereafter, work schedules must be set on by January of each year identifying all the required on-going maintenance tasks and frequencies of work. The schedules must delineate the time frames for the maintenance function by day of the week, morning, and afternoon.

17.2 Contractor must submit revised schedules when actual performance differs substantially from planned performance. Said revisions must be submitted to the County Project Manager for review and approval within five (5) working days prior to scheduled time for work.

17.3 Contractor must provide any specialty type maintenance that is a result of poor workmanship by Contractor, to bring landscaped areas up to the level of well-manicured and clean, at Contractor's expense as determined by County.

18.0 GREEN INITIATIVES

18.1 Contractor must use reasonable efforts to initiate "green" practices for environmental and energy conservation benefits.

18.2 Contractor must notify County's Project Manager of Contractor's new green initiatives prior to the contract commencement.

18.3 Contractor must comply with all waste and recycling requirements including but not limited to, Contract Paragraph 9.6, Organic Waste Recycling, and Contract Paragraph 9.7, Procurement of California Health and Safety Code §39730.5 et seq. Compliant Compost and Mulch. The Contractor must provide the county with documentation demonstrating compliance upon request, as describe in Attachment 9, SB 1383 Compliant Form.

18.4 Contractor must, to the extent possible, transition from the use of gas-powered lawn equipment to fully electric alternative lawn equipment pursuant to Assembly Bill 1346, which implemented regulations on gas-powered lawn tools and similar devices, such as leaf blowers etc.

NOTE: To help the transition away from gas-powered leaf blowers to fully electric alternatives, there are grants, rebates, and buyback opportunities available for those who utilize this equipment, including landscapers. Assembly Bill 1346 includes $30

million in funding that will be made available to sole proprietors and other small landscaping businesses to help with the transition to zero-emissions, including leaf blowers. Additionally, the South Coast Air Quality Management District and Antelope Valley Air Quality Management District have programs that can help replace gas-powered residential lawn mowers and commercial lawn and garden equipment, including leaf blowers, for Contractors.

18.5 The Los Angeles County Department of Public Health issued a Local Health Emergency order prohibiting the use of "power air blowers (including leaf blowers) "within the defined perimeters of the Palisades and Eaton 2025 wildfire areas because of ash/air quality hazards. The order was revised to limit the prohibition to those wildfire perimeter areas. This is an emergency public-health action, not a Board ordinance.

19.0 PERFORMANCE REQUIREMENTS SUMMARY

Attachment 2, Performance Requirements Summary (PRS) Chart, listing required services that will be monitored by the County during the term of this Contract is an important monitoring tool for the County. The chart should:

1. reference section of the contract
2. list required services
3. indicate method of monitoring
4. indicate the deductions/fees to be assessed for each service that is not satisfactory

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

STATEMENT OF WORK ATTACHMENTS

TABLE OF CONTENTS

ATTACHMENTS

ATTACHMENT 1 – CONTRACT DISCREPANCY REPORT

ATTACHMENT 2 – PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART

ATTACHMENT 3 – LANDSCAPE MAINTENANCE CERTIFICATION

ATTACHMENT 4 – FACILITY AND LANDSCAPE SPECIFICATION SHEETS

ATTACHMENT 5 – FACILITY SITE MAPS

ATTACHMENT 6 – INSPECTION REPORT

ATTACHMENT 7 - IRRIGATION ASSESSMENT REPORT

ATTACHMENT 8 - LANDSCAPE SERVICE SLIP

ATTACHMENT 9 - SB 1383 COMPLIANT FORM

INTERNAL SERVICES DEPARTMENT
COUNTY OF LOS ANGELES

Attachment 1

CUSTODIAL & LANDSCAPE SERVICES DIVISION

CONTRACT DISCREPANCY REPORT

CONTRACTOR RESPONSE DUE WITHIN 24 HOURS

Facility Name:	**Address:**		**Date of Inspection:**
Contractor:	**Contract No.**	**Contract Monitor:**	**CSD Dist.: North**
Contact Person:	**Telephone: ( ) -**	**District Manager Signature:**	
Email:		**Email:**	

A contract discrepancy(s) is specified below. The contractor will take corrective action and respond back to ISD Custodial Division Contact Person identified above by the date required. Failure to take corrective action or respond to this Contract Discrepancy Report by the date specified may result in the deduction of damages.

No.	Contract Discrepancy	Contractor's Response*	County Use Only	
			Date Correction Due	Date Completed
1				
2				
3				
4				

_____ _____

Contractor's Representative Signature ***Date Signed***

Additional Comments:

Attachment 2

PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART

REFERENCE/ REQUIRED SERVICE	STANDARD OF PERFORMANCE	MONITORING METHOD	DEDUCTIONS/FEES TO BE ASSESSED
Contract: Paragraph 5.5.4 Invoice and Payments, submission of Invoices.	The Contractor must submit the monthly invoices to the County by the 15th calendar day of the month following the month of service.	Invoices are received in County office by the due date.	$200 per occurrence
Contract: Paragraph 7. 3 Approval of Contractor's Staff	County's approval of staff.	Inspection and Observation	$200 per occurrence
Contract: Paragraph 7.5.1 Background and Security Investigations	Contractor's staff must pass background checks. Fees at the expense of the Contractor.	Inspection and Observation	$200 per occurrence
Contract: Paragraph 7.5.2 & 7.5.3 Background and Security Investigations	Contractor's staff not passing background checks cannot work at County facilities and must be removed from County facilities.	Inspection and Observation	$200 per badge
Contract: Paragraphs 8.24 & 8.25 General Insurance Requirements	Compliance with Contract Insurance Requirements	Receipt of document	$200 per occurrence; possible termination for default of contract.
Contract: Paragraph 8.34 Notices	Contractor to submit notices of changes in personnel to the County.	Receipt of document	$100 per occurrence
Contract: Paragraph 8.38 Record Retention & Inspection- Audit Settlement	Contractor to maintain all required documents as specified in Sub-paragraph 8.38.	Inspection of files	$200 per occurrence; possible termination for default of contract.
Contract: Paragraph 8.40 Subcontracting	Contractor must obtain the County's written approval prior to subcontracting any work.	Inspection & Observation	$200 per occurrence; possible termination for default of contract

REFERENCE/ REQUIRED SERVICE	STANDARD OF PERFORMANCE	MONITORING METHOD	DEDUCTIONS/FEES TO BE ASSESSED
Contract: Paragraph 9.1 Contractor's Compliance with Living Wage	Contractor to be in compliance with County's Living Wage Program.	Inspection & Observation	$200 per occurrence; possible termination for default of contract.
SOW: Section 4.1 Monthly Meetings	Contractor is required to attend a scheduled monthly meeting.	Inspection and Observation	$200 per occurrence
SOW Section 4.2 Contractor Discrepancy Report	Contractor is required to respond in writing within 24 hours.	Receipt of document	$200 per occurrence; possible termination for default of contract.
SOW Section 6.3 Contractor Personnel	Provide Principal Landscaper/Arborist must read, speak and understand English.	Inspection & Observation	$200 per occurrence
SOW Section 6.3.C Contractor Supervisor	Provide a Supervisor accessible all hours 365 days/year. Must read, speak and understand English. Notify County of Changes to Project Manager.	Inspection and Observation	$100 per occurrence
SOW Section 6.3.G Uniforms	Contractor to ensure all employees wear approved uniforms and County issued ID badges.	Inspection and Observation	$100 per occurrence
SOW Section 6.4. A Facility Work Requirements	Contractor must maintain a current and valid California-issued Contractor Classification C-27 and pest control business license throughout the duration of the entire term of the Contract.	Inspection and Observation	$100 per occurrence

REFERENCE/ REQUIRED SERVICE	STANDARD OF PERFORMANCE	MONITORING METHOD	DEDUCTIONS/FEES TO BE ASSESSED
SOW Section 6.4.B Facility Work Requirements	The Contractor must adjust work as directed due to other County activities and provide quotes within 48 hours. The County may seek bids from other contractors for any site	Inspection and Observation	$100 per occurrence
SOW Section 6.4.C Facility Work Requirements	The Contractor must conduct weekly daylight inspections of the entire landscaped area, including visual and operational checks of irrigation systems. Any issues must be corrected immediately and reported in writing to the County.	Inspection and Observation	$100 per occurrence
SOW Section 6.4.D Facility Work Requirements	Contractor must provide all necessary materials and equipment, ensure they are safe for plants, people, and the environment, and get County approval.	Inspection and Observation	$100 per occurrence
SOW Section 6.4.E Facility Work Requirements	Contractor must track all Attachment 6, Inspection Report, that require corrective action and all CDRs to ensure timely response and compliance.	Inspection and Observation	$100 per occurrence
SOW Section 6.4.F Facility Work Requirements	Contractor must provide quote for additional work within 24 hours from the time of the request.	Inspection and Observation	$100 per occurrence
SOW Section 6.5 Training	Provide Training Programs for new and continuing employees.	Receipt of document	$100 per occurrence
SOW Section 6.6 County required meetings	Contractor attendance at all monthly or as required County meetings.	Observation of Attendance	$100 per occurrence
SOW Section 6.7 Contractor Office.	Contractor to maintain office in Los Angeles County. Must be staffed 8-5 Monday-Friday. When closed, must have answering service, cellular phones or pager to respond to County calls within 2 hours.	Inspection and Observation	$100 per occurrence

REFERENCE/ REQUIRED SERVICE	STANDARD OF PERFORMANCE	MONITORING METHOD	DEDUCTIONS/FEES TO BE ASSESSED
SOW Section 7.0 Hours/Day of Work	Contractor must provide all landscape services in accordance with the hours and days of service identified in Attachment 4 – Facility and Landscape Specification Sheet.	Inspection and Observation	$200 per occurrence
SOW Section 9.1 Mowing	100 % Completion of Required Services	Inspection and Observation	$100 per occurrence
SOW Section 9.2 Edging/Detailing/ Weed Control	100 % Completion of Required Services	Inspection & Observation	$100 per occurrence
SOW Section 9.3 Weed Control	100 % Completion of Required Services	Inspection & Observation	$100 per occurrence
SOW Section 9.4 Litter Control	100 % Completion of Required Services	Inspection & Observation	$100 per occurrence
SOW Section 9.5 Raking	100 % Completion of Required Services	Inspection & Observation	$100 per occurrence
SOW Section 9.6 Pruning Trees, Hedges & Ground Cover	100 % Completion of Required Services	Inspection & Observation	$100 per occurrence
SOW Section 9.7 Watering	100 % Completion of Required Services	Inspection & Observation	$100 per occurrence
SOW Section 9.8 Irrigation: 9.8.1 Irrigation System Maintenance	100 % Completion of Required Services	Inspection & Observation	$100 per occurrence
SOW Section 9.8 Irrigation: 9.8.2 Smart Irrigation System Installation	100 % Completion of Required Services	Inspection & Observation	$200 per occurrence
SOW Section 9.9 Disease/Insect Control	100 % Completion of Required Services	Inspection & Observation	$100 per occurrence
SOW Section 9.10 Rodent Control	All areas must be maintained free of rodents, gophers, and ground squirrels	Inspection & Observation	$200 per occurrence

REFERENCE/ REQUIRED SERVICE	STANDARD OF PERFORMANCE	MONITORING METHOD	DEDUCTIONS/FEES TO BE ASSESSED
SOW Section 10.1 Chemical Edging/Detailing	100 % Completion of Required Services	Inspection & Observation	$100 per occurrence
SOW Section 10.2 Trimming and Crowning of Trees	100 % Completion of Required Services	Inspection & Observation	$100 per occurrence
SOW Section 10.3 Aerification	100 % Completion of Required Services	Inspection & Observation	$100 per occurrence
SOW Section 10.4 Fertilization	100 % Completion of Required Services	Inspection & Observation	$100 per occurrence
SOW Section 10.5 Renovation/Vertical Mowing	100 % Completion of Required Services	Inspection & Observation	$100 per occurrence
SOW Section 10.6 Cultivating	100 % Completion of Required Services	Inspection & Observation	$100 per occurrence
SOW Section 10.7 Turf Reseeding/Restoration of Bare Areas	100 % Completion of Required Services	Inspection & Observation	$100 per occurrence
SOW Section 11.0 Plant Materials	100 % Completion of Required Services	Inspection & Observation	$100 per occurrence
SOW Section 13.0 Waste Removal	100 % Completion of Required Services	Inspection & Observation	$100 per occurrence
SOW Section 13.3 Hazardous Materials	Contractors must not dispose of hazardous materials on-site and must follow all applicable laws for proper disposal.	Inspection & Observation	$100 per occurrence

REFERENCE/ REQUIRED SERVICE	STANDARD OF PERFORMANCE	MONITORING METHOD	DEDUCTIONS/FEES TO BE ASSESSED
SOW Section 14.0 As-Needed Services	100 % Completion of Required Services	Inspection & Observation	$100 per occurrence
SOW Section 14.3 As-Needed and On-Going Services Quotes	Provide quotes upon request for as-needed and on-going services within 48 hours of receipt.	Receipt of document	$100 per occurrence
SOW Section 15.0 Emergency Services Requests	100% Contractor response within 2 hours of notification by County.	Observation of Response	$100 per occurrence
SOW Section 16.3 Service Slip	100% Completion of Required Services	Receipt of document	$100.00 per occurrence
SOW Section 17.1 Maintenance Schedule Submission	100% timely submission of initial work schedule (10 days prior to contract start) and annual updated schedules by January each year, including all required tasks, frequencies, and AM/PM time breakdowns.	Document Review/Receipt of Submissions	$100.00 per occurrence
SOW Section 17.2 Maintenance Revisions	100% submission of revised schedules within five (5) working days prior to implementation when performance deviates, with County approval required before use.	Document Review/Receipt of Submissions	$100.00 per occurrence
SOW Section 18.3 Waste, Recycling & SB 1383 Compliance	100% compliance with all waste/recycling requirements (Contract 9.6, 9.7, and SB 1383). Contractor must provide SB 1383 compliance documentation upon request.	Document Audit/ Inspection	$100.00 per occurrence

Attachment 3

LANDSCAPE MAINTENANCE CERTIFICATION

I (We) hereby certify under penalty of perjury that the work within the facilities specified under the provisions of County Contract No. _____ has been performed in accordance with the specifications of said Contract for the month of _____, 20_____, and that:

	Yes	No	Initial
1. Not less than the living wages, as determined by the LA County Living Wage Ordinance, have been paid to personnel employed to do this work.	☐	☐	
2. All On-Going Maintenance tasks have been completed as provided for in the Scope or Work and Specifications.	☐	☐	
3. Irrigation systems have been checked for operability and that the following are functioning properly:			
a) Irrigation lines	☐	☐	
b) Valves	☐	☐	
c) Sprinkler heads	☐	☐	
d) Controllers	☐	☐	
4. Had spraying and/or use of chemicals occurred? If yes:	☐	☐	
a) Have copies of the Pest Control Agent's written recommendations been sent to the County Contract Monitor?	☐	☐	
b) Have copies of the Pesticide Use Report have been sent to the County Contract Monitor?	☐	☐	
c) Have copies of restricted use permits have been sent to the County Contract Monitor?	☐	☐	
5. Have specialty type maintenance services been requested? If yes:	☐	☐	
a) Has County Contract Monitor been notified in writing?	☐	☐	
b) Has quantity and complete description of materials used been sent to County Contract Monitor? (if applicable)	☐	☐	
6. Has the work schedule provided changed? If yes:	☐	☐	
a) Has the Contract Monitor been notified?	☐	☐	
7. Comments			

_____

_____

_____

_____ _____

Company Authorized Representative Date

ATTACHMENT 4
FACILITY AND LANDSCAPE SPECIFICATION SHEETS

ISD **BIS # 05582**

Custodial & Landscape Division

Facility and Landscape Specification Sheet

Region 2 Facility No. 1	
Department/Facility	Public Works/La Puente District Office
Address	16005 E. Central Ave., La Puente, CA 91744
Frequency/Day(s) of Landscape Service	Weekly (once a week)/Mondays.

Description	**Required Maintenance**
Number of Trees	25
Number of Palm Trees	3
Number of Planters	12
Shrubs	Yes
Hedges	Yes
Grass	Yes
Irrigation System	Yes

General Service Requirements	**Frequency**
9.1 Mowing	Per visit
9.2 Edging/Detailing	Per visit
9.3 Weed Control	Per visit
9.4 Litter Control	Per visit
9.5 Raking	Per visit
9.6 Tree Pruning, Hedges, Ground Cover, Damage to shrubs, trees, turf or ground cover	Per contract
9.7 Watering	Per contract
9.8 Irrigation System Maintenance	Per contract
9.9 Disease/Insect Control	Per contract
9.10 Rodent Control	Per contract
Specialty Service Requirements	**Frequency**
10.1 Chemical Edging/Detailing	Per contract
10.2 Trimming and Crowning of Trees	Per contract
10.3 Aerification	Per contract
10.4 Fertilization	Per contract
10.5 Renovation/Vertical Mowing	Per contract
10.6 Cultivating	Per contract
10.7 Turf Reseeding/Restoration of Bare Areas	Per contract

Describe Special Operational Requirements
Full SOW. Facility shown in orange boundary will be demolished. Landscape boundaries and scope to be revisited upon demolition.

CLD District #: South

ISD **BIS # 03810**

Custodial & Landscape Division

Facility and Landscape Specification Sheet

Region 2 Facility No. 2	
Department/Facility	Public Health/Pomona Public Health Center*
Address	750 S. Park Ave., Pomona, CA 91766
Frequency/Day(s) of Landscape Service	Weekly (once a week)/Service on Tuesdays.

Description	**Required Maintenance**
Number of Trees	36
Number of Palm Trees	0
Number of Planters	0
Shrubs	Yes
Hedges	Yes
Grass	Yes
Irrigation System	Yes

General Service Requirements	**Frequency**
9.1 Mowing	Per visit
9.2 Edging/Detailing	Per visit
9.3 Weed Control	Per visit
9.4 Litter Control	Per visit
9.5 Raking	Per visit
9.6 Tree Pruning, Hedges, Ground Cover, Damage to shrubs, trees, turf or ground cover	Per contract
9.7 Watering	Per contract
9.8 Irrigation System Maintenance	Per contract
9.9 Disease/Insect Control	Per contract
9.10 Rodent Control	Per contract
Specialty Service Requirements	**Frequency**
10.1 Chemical Edging/Detailing	Per contract
10.2 Trimming and Crowning of Trees	Per contract
10.3 Aerification	Per contract
10.4 Fertilization	Per contract
10.5 Renovation/Vertical Mowing	Per contract
10.6 Cultivating	Per contract
10.7 Turf Reseeding/Restoration of Bare Areas	Per contract

Describe Special Operational Requirements
Full SOW. Does not include large pine trees on 7th St.

CLD District #: South

*RFP Section 6.23- SB 525 this facility may be subject to SB525

10/9/2025

ISD **BIS # 10773**

Custodial & Landscape Division

Facility and Landscape Specification Sheet

Region 2 Facility No. 3	
Department/Facility	Public Works/Fair Plex Park & Ride
Address	1819 Gillette Rd., Pomona, CA 91768
Frequency/Day(s) of Landscape Service	Weekly (once a week)/Mondays.

Description	**Required Maintenance**
Number of Trees	14
Number of Palm Trees	0
Number of Planters	5
Shrubs	Yes
Hedges	Yes
Grass	No
Irrigation System	Yes

General Service Requirements	**Frequency**
9.1 Mowing	Per visit
9.2 Edging/Detailing	Per visit
9.3 Weed Control	Per visit
9.4 Litter Control	Per visit
9.5 Raking	Per visit
9.6 Tree Pruning, Hedges, Ground Cover, Damage to shrubs, trees, turf or ground cover	Per contract
9.7 Watering	Per contract
9.8 Irrigation System Maintenance	Per contract
9.9 Disease/Insect Control	Per contract
9.10 Rodent Control	Per contract
Specialty Service Requirements	**Frequency**
10.1 Chemical Edging/Detailing	Per contract
10.2 Trimming and Crowning of Trees	Per contract
10.3 Aerification	Per contract
10.4 Fertilization	Per contract
10.5 Renovation/Vertical Mowing	Per contract
10.6 Cultivating	Per contract
10.7 Turf Reseeding/Restoration of Bare Areas	Per contract

Describe Special Operational Requirements
Full SOW.

CLD District #: South

ISD **BIS # 05206**

Custodial & Landscape Division

Facility and Landscape Specification Sheet

Region 2 Facility No. 4	
Department/Facility	Public Social Services/Auto Park
Address	2040 W. Holt Ave., Pomona, CA 91768
Frequency/Day(s) of Landscape Service	Weekly (once a week)/Mondays.

Description	**Required Maintenance**
Number of Trees	22
Number of Palm Trees	1
Number of Planters	14
Shrubs	Yes
Hedges	Yes
Grass	Yes
Irrigation System	Yes

General Service Requirements	**Frequency**
9.1 Mowing	Per visit
9.2 Edging/Detailing	Per visit
9.3 Weed Control	Per visit
9.4 Litter Control	Per visit
9.5 Raking	Per visit
9.6 Tree Pruning, Hedges, Ground Cover, Damage to shrubs, trees, turf or ground cover	Per contract
9.7 Watering	Per contract
9.8 Irrigation System Maintenance	Per contract
9.9 Disease/Insect Control	Per contract
9.10 Rodent Control	Per contract
Specialty Service Requirements	**Frequency**
10.1 Chemical Edging/Detailing	Per contract
10.2 Trimming and Crowning of Trees	Per contract
10.3 Aerification	Per contract
10.4 Fertilization	Per contract
10.5 Renovation/Vertical Mowing	Per contract
10.6 Cultivating	Per contract
10.7 Turf Reseeding/Restoration of Bare Areas	Per contract

Describe Special Operational Requirements
Full SOW. Service must take after servicing 340 Short.

CLD District #: South

ISD **BIS # 10772**

Custodial Services Division

Facility and Landscape Specification Sheet

Region 2 Facility No. 5	
Department/Facility	Public Works/Via Verde Park & Ride
Address	21302 Via Verde Rd., San Dimas, CA 91724
Frequency/Day(s) of Landscape Service	Weekly (once a week)/Mondays.

Description	**Required Maintenance**
Number of Trees	25
Number of Palm Trees	1
Number of Planters	3
Shrubs	Yes
Hedges	No
Grass	No
Irrigation System	Yes

General Service Requirements	**Frequency**
9.1 Mowing	Per visit
9.2 Edging/Detailing	Per visit
9.3 Weed Control	Per visit
9.4 Litter Control	Per visit
9.5 Raking	Per visit
9.6 Tree Pruning, Hedges, Ground Cover, Damage to shrubs, trees, turf or ground cover	Per contract
9.7 Watering	Per contract
9.8 Irrigation System Maintenance	Per contract
9.9 Disease/Insect Control	Per contract
9.10 Rodent Control	Per contract
Specialty Service Requirements	**Frequency**
10.1 Chemical Edging/Detailing	Per contract
10.2 Trimming and Crowning of Trees	Per contract
10.3 Aerification	Per contract
10.4 Fertilization	Per contract
10.5 Renovation/Vertical Mowing	Per contract
10.6 Cultivating	Per contract
10.7 Turf Reseeding/Restoration of Bare Areas	Per contract

Describe Special Operational Requirements
Full SOW. Google map shows as 21320 Via Verde, San Dimas, CA 91773.

CLD District #: South

ISD **BIS # 10293**

Custodial & Landscape Division

Facility and Landscape Specification Sheet

Region 2 Facility No. 6	
Department/Facility	Treasurer and Tax Collector/Office and Warehouse
Address	16610 Chestnut St., City of Industry, CA 91748
Frequency/Day(s) of Landscape Service	Weekly (once a week)/Wednesdays during business hours

Description	**Required Maintenance**
Number of Trees	25
Number of Palm Trees	9
Number of Planters	8
Shrubs	Yes
Hedges	Yes
Grass	Yes
Irrigation System	Yes

General Service Requirements	**Frequency**
9.1 Mowing	Per visit
9.2 Edging/Detailing	Per visit
9.3 Weed Control	Per visit
9.4 Litter Control	Per visit
9.5 Raking	Per visit
9.6 Tree Pruning, Hedges, Ground Cover, Damage to shrubs, trees, turf or ground cover	Per contract
9.7 Watering	Per contract
9.8 Irrigation System Maintenance	Per contract
9.9 Disease/Insect Control	Per contract
9.10 Rodent Control	Per contract
Specialty Service Requirements	**Frequency**
10.1 Chemical Edging/Detailing	Per contract
10.2 Trimming and Crowning of Trees	Per contract
10.3 Aerification	Per contract
10.4 Fertilization	Per contract
10.5 Renovation/Vertical Mowing	Per contract
10.6 Cultivating	Per contract
10.7 Turf Reseeding/Restoration of Bare Areas	Per contract

Describe Special Operational Requirements
Full SOW. Irrigation system is reclaimed water system. Back area requires key from inside facility.

CLD District #: South

ISD **BIS # 10164**

Custodial & Landscape Division

Facility and Landscape Specification Sheet

Region 2 Facility No. 7	
Department/Facility	Community & Senior Services/Community & Senior Citizens Service Center
Address	1441 Santa Anita Ave., South El Monte, CA 91733
Frequency/Day(s) of Landscape Service	Twice a week Mondays is full service of all areas before 8am. Wednesdays before 8am but only the patio area.

Description	**Required Maintenance**
Number of Trees	17
Number of Palm Trees	5
Number of Planters	6
Shrubs	Yes
Hedges	Yes
Grass	Yes
Irrigation System	Yes

General Service Requirements	**Frequency**
9.1 Mowing	Per visit
9.2 Edging/Detailing	Per visit
9.3 Weed Control	Per visit
9.4 Litter Control	Per visit
9.5 Raking	Per visit
9.6 Tree Pruning, Hedges, Ground Cover, Damage to shrubs, trees, turf or ground cover	Per contract
9.7 Watering	Per contract
9.8 Irrigation System Maintenance	Per contract
9.9 Disease/Insect Control	Per contract
9.10 Rodent Control	Per contract
Specialty Service Requirements	**Frequency**
10.1 Chemical Edging/Detailing	Per contract
10.2 Trimming and Crowning of Trees	Per contract
10.3 Aerification	Per contract
10.4 Fertilization	Per contract
10.5 Renovation/Vertical Mowing	Per contract
10.6 Cultivating	Per contract
10.7 Turf Reseeding/Restoration of Bare Areas	Per contract

Describe Special Operational Requirements
Full SOW. Please ensure service is delivered to all areas as well to locked patio area and sidewalk area up to the street per each visit.

CLD District #: South

ISD **BIS # 10851**

Custodial & Landscape Division

Facility and Landscape Specification Sheet

Region 2 Facility No. 8	
Department/Facility	DPSS/Parking (DPSS Pomona District Office)
Address	340 Short Street, Pomona CA 91768
Frequency/Day(s) of Landscape Service	Weekly (once a week)/Mondays.

Description	Required Maintenance
Number of Trees	51
Number of Palm Trees	N/A
Number of Planters	6
Shrubs	Yes
Hedges	Yes
Grass	N/A
Irrigation System	Yes

General Service Requirements	Frequency
9.1 Mowing	Per visit
9.2 Edging/Detailing	Per visit
9.3 Weed Control	Per visit
9.4 Litter Control	Per visit
9.5 Raking	Per visit
9.6 Tree Pruning, Hedges, Ground Cover, Damage to shrubs, trees, turf or ground cover	Per contract
9.7 Watering	Per contract
9.8 Irrigation System Maintenance	Per contract
9.9 Disease/Insect Control	Per contract
9.10 Rodent Control	Per contract
Specialty Service Requirements	**Frequency**
10.1 Chemical Edging/Detailing	Per contract
10.2 Trimming and Crowning of Trees	Per contract
10.3 Aerification	Per contract
10.4 Fertilization	Per contract
10.5 Renovation/Vertical Mowing	Per contract
10.6 Cultivating	Per contract
10.7 Turf Reseeding/Restoration of Bare Areas	Per contract

Describe Special Operational Requirements
Full SOW. Service must take place before 8am and before servicing 2040 Holt Ave.

CLD District #: South

10/9/2025

ATTACHMENT 5
FACILITY SITE MAPS


16005 Central Ave, La Puente, CA 91744
Albert St
Albert St
Central Ave
Central Ave
Central Ave Central Ave
16027
16023
16019
16021
16022
16015
Los Angeles County Department Of...
LA County Department of Public Works
Disclaimer:
This aerial may not be a true representation of the current landscape. This aerial may not also accurately depict and quantify the actual number of trees, plants, shrubs and other landscape features. This merely serves to represent the boundaries of the above facility. Please refer to Spec Sheet to determine what services are included within these boundaries. Sept 2025


750 S Park Ave,
Pomona, CA 91766
W 7th St
W 8th St
W 8th St
Pomona Wellness Community
Los Angeles County Health Services
S Park Ave
Disclaimer:
This aerial may not be a true representation of the current landscape. This aerial may not also accurately depict and quantify the actual number of trees, plants, shrubs and other landscape features. This merely serves to represent the boundaries of the above facility. Please refer to Spec Sheet to determine what services are included within these boundaries. Sept 2025


1819 Gillette Rd,
Pomona, CA 91768
Disclaimer:
This aerial may not be a true representation of the current landscape. This aerial may not also accurately depict and quantify the actual number of trees, plants, shrubs and other landscape features. This merely serves to represent the boundaries of the above facility. Please refer to Spec Sheet to determine what services are included within these boundaries.
Sept 2025
Fairplex Dr
Gillette Rd
10


2040 W Holt Ave,
Pomona, CA 91768
Food stamps
W Holt Ave
Disclaimer:
This aerial may not be a true representation of the current landscape. This aerial may not also accurately depict and quantify the actual number of trees, plants, shrubs and other landscape features. This merely serves to represent the boundaries of the above facility. Please refer to Spec Sheet to determine what services are included within these boundaries. Sept 2025

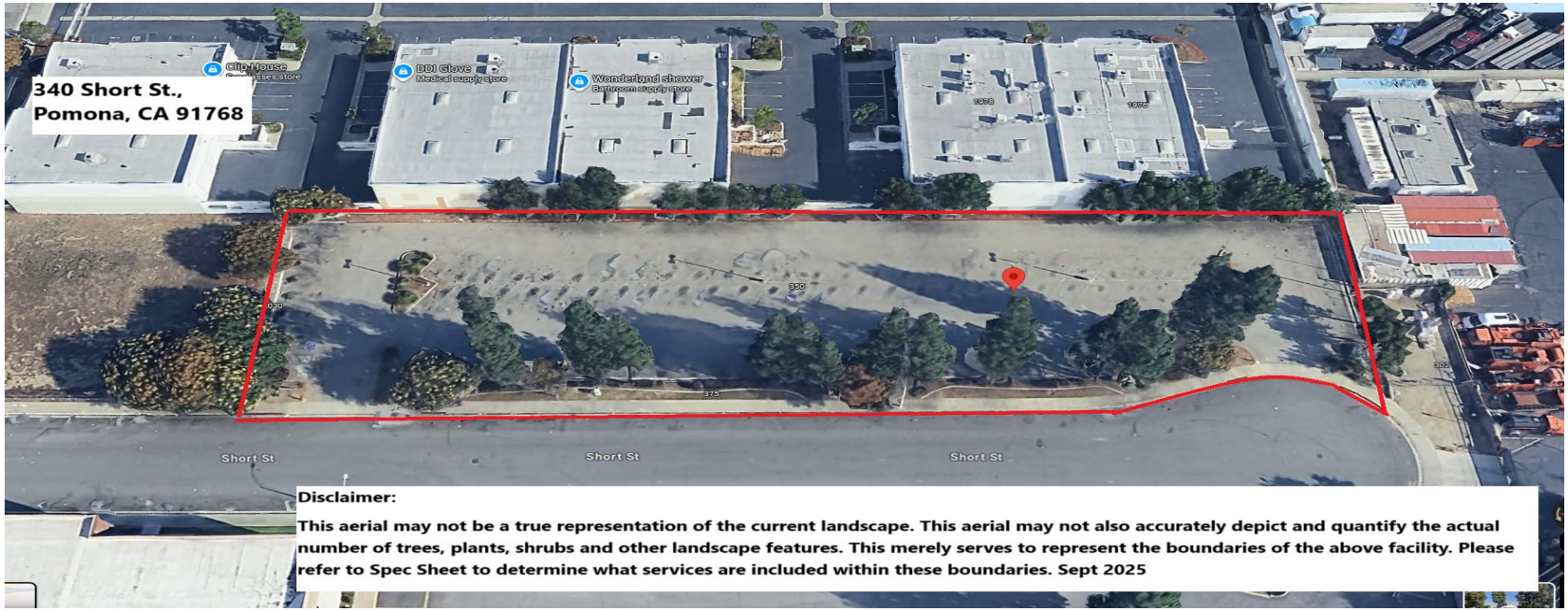

21302 Via Verde, San Dimas, CA 91773
Google maps shows it as
21320 Via Verde, San Dimas, CA 91773
E Via Verde St
E Via Verde St
E Via Verde St
E Via Verde St
The Mall
Via Verde Park & Ride
Canterbury Hill
San Bernardino Fwy
Disclaimer:
This aerial may not be a true representation of the current landscape. This aerial may not also accurately depict and quantify the actual number of trees, plants, shrubs and other landscape features. This merely serves to represent the boundaries of the above facility. Please refer to Spec Sheet to determine what services are included within these boundaries. Sept 2025


16610 Chestnut St,
City of Industry, CA 91748
Infinity Source
Hypespeed
Auto parts store
Walnut Creek
Energy Park
Chestnut St
Chestnut St
Disclaimer:
This aerial may not be a true representation of the current landscape. This aerial may not also accurately depict and quantify the actual number of trees, plants, shrubs and other landscape features. This merely serves to represent the boundaries of the above facility. Please refer to Spec Sheet to determine what services are included within these boundaries. Sept 2025



Disclaimer:

This aerial may not be a true representation of the current landscape. This aerial may not also accurately depict and quantify the actual number of trees, plants, shrubs and other landscape features. This merely serves to represent the boundaries of the above facility. Please refer to Spec Sheet to determine what services are included within these boundaries. Sept 2025


340 Short St.,
Pomona, CA 91768
Clip House
DDI Glove
Medical supply store
Wonderland shower
Bathroom supply store
1078
1076
350
375
Short St
Short St
Short St
Disclaimer:
This aerial may not be a true representation of the current landscape. This aerial may not also accurately depict and quantify the actual number of trees, plants, shrubs and other landscape features. This merely serves to represent the boundaries of the above facility. Please refer to Spec Sheet to determine what services are included within these boundaries. Sept 2025

ISD

OPERATIONS SERVICE

CUSTODIAL & LANDSCAPING SERVICES DIVISION

ATTACHMENT 6

Report Date:

Custodial and Landscaping Services

MONTHLY CONTRACTOR PERFORMANCE SUMMARY

Inspection Type			**ISD Custodial District**	
Contractor			**Contract Number**	
Contract Person			**Telephone Number**	
Contract Monitor			**Telephone Number**	
Inspection for Month of			**Date Facility Inspected**	
Address				
Facility Name				
County Department			**Region Number**	
Inspection Number			**Inspection During Service Hours**	
Service Frequency				

GENERAL CUSTODIAL SERVICES - UNACCEPTABLE CONDITIONS/CORRECTIVE ACTION NEEDED:

LOCATION	SOW#	Building Entrances, Lobbies, and Hallways	COMMENTS
BUILDING ENTRANCE, LOBBIES, HALLWAYS - 2024 - Lobby and entrance-	**3.1.1.B.2**	**Dust all display cases. Damp-wipe and dry all glass surfaces, removing fingerprints and smudges. Contractor shall take precautions to not disturb memorabilia on dusted surfaces.**	

ISD
CUSTODIAL & LANDSCAPING SERVICES DIVISION
Irrigation Assessment Report

Valve#__2_____(Valve number should match up with station number)

Valve Location:
Valve Cover/Box: ☐ Intact ☐ Broken ☐ Missing Notes:
Valve Functional: ☐ Yes ☐ No ☐ Leaking Notes:
Type of irrigation controlled: ☐ Sprinkler ☐ Bubblers ☐ Drip System
Number of sprinkler heads: Notes:
Notes:



Valve#__3_____(Valve number should match up with station number)

Valve Location:
Valve Cover/Box: ☐ Intact ☐ Broken ☐ Missing Notes:
Valve Functional: ☐ Yes ☐ No ☐ Leaking Notes:
Type of irrigation controlled: ☐ Sprinkler ☐ Bubblers ☐ Drip System
Number of sprinkler heads: Notes:
Notes:



ISD SIGNATURE ***DATE***

CONTRACTOR SIGNATURE ***DATE***

Landscape Service Slip

Facility Name:	Service Date: 9/10/2020
Address:	Contractor:

SOW (Click all that was done)

☐ SOW 9.1 Mowing	☐ SOW 9.10 Rodent Control
☐ SOW 9.2 Edging/Detailing/Weed Control	☐ SOW 10.1 Chemical Edging/Detailing
☐ SOW 9.3 Weed Control	☐ SOW 10.2 Trimming and Crowning of Trees
☐ SOW 9.4 Litter Control	☐ SOW 10.3 Aerification
☐ SOW 9.5 Raking	☐ SOW 10.4 Fertilization
☐ SOW 9.6 Pruning of trees, hedges, ground cover	☐ SOW 10.5 Renovation/Vertical Mowing
☐ SOW 9.7 Watering	☐ SOW 10.6 Cultivating
☐ SOW 9.8 Irrigation system maintenance	☐ Other _____
☐ SOW 9.9 Disease/Insect Control	☐ Other _____

NOTES

RECOMMENDATION

PICTURES: to be provided if required. Use Additional pages if necessary

Landscape Service Slip

Facility Name:	Service Date:
Address:	Contractor:

S A

Attachment 9

Internal Services Department
Custodial & Landscaping Services Division

SB 1383 Compliant Documentation

Per SOW section 18.3, Contractor must comply with all waste and recycling requirements, including but not limited to Contract Paragraph 9.6, Organic Waste Recycling, and Contract Paragraph 9.7, Procurement of SB 1383.

Quarter & Year: ☐ Q1 ☐ Q2 ☐ Q3 ☐ Q4 Year: _____

Contract #	Contractor Name	Mulch / or Compost Quantity Purchased	Date of Purchase	Name & Address of Where Items Were Purchased	Confirmation of SB Compliant Source	Copies of Documents

Signature: _____ Date: _____

LANDSCAPE SERVICES
PRICING SHEET
REGION 2

EXHIBIT 10

BIS No.	FACILITY	DEPARTMENT	ADDRESS	CITY	MONTHLY COST EFFECTIVE 01/01/27	MONTHLY COST EFFECTIVE 01/01/28	MONTHLY COST EFFECTIVE 01/01/29	MONTHLY COST EFFECTIVE 01/01/30 AND BEYOND	COMMENTS
05582	**1**	**Public Works/La Puente District Office**	**16005 E. Central Ave**	**La Puente**					
		Tree Trimming (SOW 10.2)	Periodic Services		$683.45	$742.88	$798.80	$858.92	
		Aerification (SOW 10.3)			$0.00	$0.00	$0.00	$0.00	
		Fertilization (SOW 10.4)			$60.14	$65.37	$70.29	$75.58	
		All other services (Services within HRS/Days of Operation)			$491.46	$534.20	$574.41	$617.64	
				Monthly Total:	$1,235.05	$1,342.45	$1,443.50	$1,552.14	
03810	**2**	**Public Health/Pomona Public Health Center***	**750 S. Park Ave**	**Pomona**					
		Tree Trimming (SOW 10.2)	Periodic Services		$546.76	$594.30	$639.03	$687.13	
		Aerification (SOW 10.3)			$49.20	$53.48	$57.51	$61.84	
		Fertilization (SOW 10.4)			$10.94	$11.89	$12.78	$13.74	
		All other services (Services within HRS/Days of Operation)			$328.05	$356.58	$383.42	$412.28	
				Monthly Total:	$934.95	$1,016.25	$1,092.74	$1,174.99	
10773	**3**	**Public Works/Fair Plex Park & Ride**	**1819 Gillette Rd**	**Pomona**					
		Tree Trimming (SOW 10.2)	Periodic Services		$1,749.61	$1,901.75	$2,044.89	$2,198.81	
		Aerification (SOW 10.3)			$0.00	$0.00	$0.00	$0.00	
		Fertilization (SOW 10.4)			$21.88	$23.78	$25.57	$27.49	
		All other services (Services within HRS/Days of Operation)			$546.76	$594.30	$639.03	$687.13	
				Monthly Total:	$2,318.25	$2,519.83	$2,709.49	$2,913.43	
05206	**4**	**Public Social Services/Auto Park**	**2040 W. Holt Ave**	**Pomona**					
		Tree Trimming (SOW 10.2)	Periodic Services		$328.05	$356.58	$383.42	$412.28	
		Aerification (SOW 10.3)			$27.33	$29.71	$31.95	$34.36	
		Fertilization (SOW 10.4)			$21.88	$23.78	$25.57	$27.49	
		All other services (Services within HRS/Days of Operation)			$1,312.21	$1,426.31	$1,533.67	$1,649.11	
				Monthly Total:	$1,689.47	$1,836.38	$1,974.61	$2,123.24	
10772	**5**	**Public Works/Via Verde Park & Ride**	**21302 Via Verde Rd**	**San Dimas**					
		Tree Trimming (SOW 10.2)	Periodic Services		$273.39	$297.16	$319.53	$343.56	
		Aerification (SOW 10.3)			$0.00	$0.00	$0.00	$0.00	
		Fertilization (SOW 10.4)			$5.46	$5.94	$6.39	$6.87	
		All other services (Services within HRS/Days of Operation)			$546.76	$594.30	$639.03	$687.13	
				Monthly Total:	$825.61	$897.40	$964.95	$1,037.56	

LANDSCAPE SERVICES
PRICING SCHEDULE

EXHIBIT B

REGION 2

BIS No.	FACILITY	DEPARTMENT	ADDRESS	CITY	MONTHLY COST EFFECTIVE 01/01/27	MONTHLY COST EFFECTIVE 01/01/28	MONTHLY COST EFFECTIVE 01/01/29	MONTHLY COST EFFECTIVE 01/01/30 AND BEYOND	COMMENTS
10293	**6**	**Treasurer and Tax Collector/Office and Warehouse**	**16610 Chestnut St**	**City of Industry**					
		Tree Trimming (SOW 10.2)	Periodic Services		$218.70	$237.72	$255.61	$274.85	
		Aerification (SOW 10.3)			$0.00	$0.00	$0.00	$0.00	
		Fertilization (SOW 10.4)			$21.88	$23.78	$25.57	$27.49	
		All other services (Services within HRS/Days of Operation)			$1,202.85	$1,307.45	$1,405.86	$1,511.68	
		Monthly Total:			$1,443.43	$1,568.95	$1,687.04	$1,814.02	
10164	**7**	**Community & Senior Services/Community & Senior Citizens Service Center**	**1441 Santa Anita Ave**	**South El Monte**					
		Tree Trimming (SOW 10.2)	Periodic Services		$109.35	$118.86	$127.81	$137.43	
		Aerification (SOW 10.3)			$10.94	$11.89	$12.78	$13.74	
		Fertilization (SOW 10.4)			$21.88	$23.78	$25.57	$27.49	
		All other services (Services within HRS/Days of Operation)			$623.31	$677.51	$728.50	$783.33	
		Monthly Total:			$765.48	$832.04	$894.66	$961.99	
10851	**8**	**DPSS/Parking (DPSS Pomona District Office**	**340 Short St**	**Pomona**					
		Tree Trimming (SOW 10.2)	Periodic Services		$492.08	$534.87	$575.13	$618.42	
		Aerification (SOW 10.3)			$21.88	$23.78	$25.57	$27.49	
		Fertilization (SOW 10.4)			$16.40	$17.83	$19.17	$20.61	
		All other services (Services within HRS/Days of Operation)			$929.49	$1,010.31	$1,086.35	$1,168.12	
		Monthly Total:			$1,459.85	$1,586.79	$1,706.22	$1,834.64	
		GRAND TOTAL:			**$10,672.09**	**$11,600.09**	**$12,473.21**	**$13,412.01**	

ADDITIONAL SERVICES

SERVICE	RATE ($) Effective 01/01/27	RATE ($) Effective 01/01/28	RATE ($) Effective 01/01/29	RATE ($) Effective 01/01/30 and Beyond
Facility Additions - Staffing	$ 42.00	$ 45.16	$ 52.22	$ 55.88
Landscape Laborer (Hourly Rate)	$ 42.00	$ 45.16	$ 52.22	$ 55.88
Principal Landscaper (Hourly Rate)	$ 52.30	$ 56.24	$ 60.47	$ 64.70
Supervisor (Hourly Rate)	$ 66.31	$ 71.30	$ 82.46	$ 88.23

Notes

* Denotes a Healthcare facility

These rates shall be fully burdened, and must include, but not be limited to, all labor and administrative costs, travel, overhead, benefits, materials and profit.

Effective January 1, 2027 Living Wage rate will increase annually based on the U.S. Department of Labor, Bureau of Labor Statistics' Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) for the Los Angeles metropolitan area for the 12-month period preceding July 1 of each year.

Exclusive document to be used as Contractor's pricing schedule, as indicated in Contract, Paragraph 5.1.

LIVING WAGE PROGRAM
STAFFING PLAN

Company Name:_J. Orozco Enterprises, Inc. DBA Orozco Landscape and Tree Company_____

REGION NO.	FACILITY NO.	FACILITY NAME/LOCATION	ADDRESS	CITY	EMPLOYEE NAME OR IDENTIFIER	POSITION TITLE	FULL TIME / PART TIME	WORK SCHEDULE	HRS / DAY	HOURS							WEEKLY HOURS			HOURLY RATE
										MON	TUE	WED	THU	FRI	SAT	SUN	COUNTY	NON-COUNTY	TOTAL	
SAMPLE		Department-Facility Name	1234 Address	Los Angeles	E01	Laborer	Full Time	5:00pm-1:30am	8	8.0	8.0	8.0	8.0	8.0			40.0	0.0	40.0	$ 18.49
					E02	Foreman	Full Time	5:00pm-7:00pm	2	2.0	2.0	2.0	2.0	2.0			10.0	30.0	40.0	$ 18.49
					E03	Supervisor	Full Time	8:00am-5:00pm	8	8.0	8.0	8.0	8.0	8.0			40.0	0.0	40.0	$ 18.49
																TOTAL	90.0	30.0	120.0	
			1441 Santa Anita	El Monte	E01	Senior Landscape Maintenance Laborer	Full Time	6:00AM-3:00PM	8	1.5	0.0	0.0	0.0	0.0	0.0	0.0	1.5	38.5	40.0	$ 20.06
					E02	Senior Landscape Maintenance Laborer	Full Time	6:00AM-3:00PM	8	1.5	0.0	0.0	0.0	0.0	0.0	0.0	1.5	38.5	40.0	$ 20.06
			16005 E. Central Ave	La Puente	E01	Senior Landscape Maintenance Laborer	Full Time	6:00AM-3:00PM	8	1.5	0.0	0.0	0.0	0.0	0.0	0.0	1.5	38.5	40.0	$ 20.06
					E02	Senior Landscape Maintenance Laborer	Full Time	6:00AM-3:00PM	8	1.5	0.0	0.0	0.0	0.0	0.0	0.0	1.5	38.5	40.0	$ 20.06
			21302 Via Verde	San Dimas	E01	Senior Landscape Maintenance Laborer	Full Time	6:00AM-3:00PM	8	0.0	1.5	0.0	0.0	0.0	0.0	0.0	1.5	38.5	40.0	$ 20.06
					E02	Senior Landscape Maintenance Laborer	Full Time	6:00AM-3:00PM	8	0.0	1.5	0.0	0.0	0.0	0.0	0.0	1.5	38.5	40.0	$ 20.06
			1819 Gillette Ave	Pomona	E01	Senior Landscape Maintenance Laborer	Full Time	6:00AM-3:00PM	8	0.0	2.5	0.0	0.0	0.0	0.0	0.0	2.5	37.5	40.0	$ 20.06
					E02	Senior Landscape Maintenance Laborer	Full Time	6:00AM-3:00PM	8	0.0	2.5	0.0	0.0	0.0	0.0	0.0	2.5	37.5	40.0	$ 20.06
			1441 Santa Anita	S. El Monte	E01	Senior Landscape Maintenance Laborer	Full Time	6:00AM-3:00PM	8	0.0	0.0	0.0	0.8	0.0	0.0	0.0	0.8	39.2	40.0	$ 20.06
					E02	Senior Landscape Maintenance Laborer	Full Time	6:00AM-3:00PM	8	0.0	0.0	0.0	0.8	0.0	0.0	0.0	0.8	39.2	40.0	$ 20.06
			16610 Chestnut St	City of Industry	E01	Senior Landscape Maintenance Laborer	Full Time	6:00AM-3:00PM	8	0.0	0.0	0.0	0.0	1.3	0.0	0.0	1.3	38.7	40.0	$ 20.06
					E02	Senior Landscape Maintenance Laborer	Full Time	6:00AM-3:00PM	8	0.0	0.0	0.0	0.0	1.3	0.0	0.0	1.3	38.7	40.0	$ 20.06
			2040 W. Holt Ave	Pomona	E01	Senior Landscape Maintenance Laborer	Full Time	6:00AM-3:00PM	8	0.0	0.0	0.0	0.0	1.8	0.0	0.0	1.8	38.2	40.0	$ 20.06
					E02	Senior Landscape Maintenance Laborer	Full Time	6:00AM-3:00PM	8	0.0	0.0	0.0	0.0	1.8	0.0	0.0	1.8	38.2	40.0	$ 20.06
			340 Short St	Pomona	E01	Senior Landscape Maintenance Laborer	Full Time	6:00AM-3:00PM	8	0.0	0.0	0.0	0.0	1.3	0.0	0.0	1.3	38.7	40.0	$ 20.06
					E02	Senior Landscape Maintenance Laborer	Full Time	6:00AM-3:00PM	8	0.0	0.0	0.0	0.0	1.3	0.0	0.0	1.3	38.7	40.0	$ 20.06
			750 Park Ave	Pomona	E01	Senior Landscape Maintenance Laborer	Full Time	6:00AM-3:00PM	8	0.0	0.0	0.0	0.0	1.0	0.0	0.0	1.0	39.0	40.0	$ 20.06
					E02	Senior Landscape Maintenance Laborer	Full Time	6:00AM-3:00PM	8	0.0	0.0	0.0	0.0	1.0	0.0	0.0	1.0	39.0	40.0	$ 20.06
																	0.0	0.0	0.0	
																	0.0	0.0	0.0	
																	0.0	0.0	0.0	
																	0.0	0.0	0.0	
																	0.0	0.0	0.0	
																	0.0	0.0	0.0	
																	0.0	0.0	0.0	
																	0.0	0.0	0.0	
																	0.0	0.0	0.0	
																	0.0	0.0	0.0	
																	0.0	0.0	0.0	
																	0.0	0.0	0.0	
																	0.0	0.0	0.0	
																	0.0	0.0	0.0	
																TOTAL	26.1	693.6	719.7	

Proposer must submit a staffing plan that is comprised of full time employees, unless the contractor can demonstrate to the County the necessity of part time staff. If a staffing plan contains part time employees, contractor must submit written justification for the use of part time staff.

Exhibit D

COUNTY'S ADMINISTRATION

CONTRACT NO.

COUNTY'S PROJECT DIRECTOR:

Name:	Christie Carr
Title:	Contracting Division Manager
Address:	1100 N. Eastern Ave.
	Los Angeles, CA 90063
Telephone:	323-267-3101
E-mail Address:	ccarr@isd.lacounty.gov

COUNTY'S PROJECT MANAGER:

Name:	Maribel Diaz
Address:	1100 N. Eastern Ave.
	Los Angeles, CA 90063
Telephone:	(323) 267-90
E-mail Address:	mdiaz@isd.lacounty.gov

COUNTY'S PROJECT MANAGER DESIGNEE(S):

Name:	Leana Anderson
Title:	Section Manager, Administration, Contracts & Finance
Address:	1100 N. Eastern Ave.
	Los Angeles, CA 90063
Telephone:	(323) 641-5181
E-mail Address:	landerson@isd.lacounty.gov

COUNTY'S PROJECT MONITOR:

Name:	Various
Title:	Facility Contract Monitors
Address:	Click or tap here to enter text.
	Click or tap here to enter text.
Telephone:	Click or tap here to enter text.
E-mail Address:	Click or tap here to enter text.

COUNTY'S CONTRACT ANALYST:

Name:	Tatiana Menendez
Title:	Contracting Division, Contract Analyst
Address:	1100 N. Eastern Ave.
	Los Angeles, CA 90063
Telephone:	(323) 607-1153
E-mail Address:	tmenendez@isd.lacounty.gov

EXHIBIT E

CONTRACTOR'S NAME: J. Orozco Enterprises, Inc. DBA Orozco Landscape and Tree Company

CONTRACT NO.:

CONTRACTOR'S PROJECT MANAGER:

Name:	Carlos Orozco
Title:	VP/Operations Manager
Address:	1419 S. East End Ave
	Pomona CA 91766
Telephone:	909-623-8287
E-mail Address:	carlos@orozcolandscape.com

CONTRACTOR'S AUTHORIZED OFFICIAL(S):

Name:	Carlos Orozco
Title:	VP/Operations Manager
Address:	1419 S. East End Ave
	Pomona CA 91766
Telephone:	909-623-8287
E-mail Address:	carlos@orozcolandscape.com

Name:	Alicia Ramirez
Title:	Office Manager
Address:	1419 S. East End Ave
	Pomona CA 91766
Telephone:	909-623-8287
E-mail Address:	alicia@orozcolandscape.com

NOTICES TO CONTRACTOR:

Name:	Carlos Orozco
Title:	VP/Operations Manager
Address:	1419 S. East End Ave
	Pomona CA 91766
Telephone:	909-623-8287
E-mail Address:	carlos@orozcolandscape.com

EXHIBIT F

CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

Contractor Name: J. Orozco Enterprises, Inc. DBA Orozco Landscape and Tree Company Contract No _____

GENERAL INFORMATION:

The Contractor referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires the Corporation to sign this Contractor Acknowledgement and Confidentiality Agreement.

CONTRACTOR ACKNOWLEDGEMENT:

Contractor understands and agrees that the Contractor employees, consultants, Outsourced Vendors and independent contractors (Contractor's Staff) that will provide services in the above referenced agreement are Contractor's sole responsibility. Contractor understands and agrees that Contractor's Staff must rely exclusively upon Contractor for payment of salary and any and all other benefits payable by virtue of Contractor's Staff's performance of work under the above-referenced contract.

Contractor understands and agrees that Contractor's Staff are not employees of the County of Los Angeles for any purpose whatsoever and that Contractor's Staff do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. Contractor understands and agrees that Contractor's Staff will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

CONFIDENTIALITY AGREEMENT:

Contractor and Contractor's Staff may be involved with work pertaining to services provided by the County of Los Angeles and, if so, Contractor and Contractor's Staff may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, Contractor and Contractor's Staff may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. Contractor and Contractor's Staff understand that if they are involved in County work, the County must ensure that Contractor and Contractor's Staff, will protect the confidentiality of such data and information. Consequently, Contractor must sign this Confidentiality Agreement as a condition of work to be provided by Contractor's Staff for the County.

Contractor and Contractor's Staff hereby agrees that they will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between Contractor and the County of Los Angeles. Contractor and Contractor's Staff agree to forward all requests for the release of any data or information received to County's Project Manager.

Contractor and Contractor's Staff agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information and all other original materials produced, created, or provided to Contractor and Contractor's Staff under the above-referenced contract. Contractor and Contractor's Staff agree to protect these confidential materials against disclosure to other than Contractor or County employees who have a need to know the information. Contractor and Contractor's Staff agree that if proprietary information supplied by other County vendors is provided to me during this employment, Contractor and Contractor's Staff must keep such information confidential.

Contractor and Contractor's Staff agree to report any and all violations of this agreement by Contractor and Contractor's Staff and/or by any other person of whom Contractor and Contractor's Staff become aware.

Contractor and Contractor's Staff acknowledge that violation of this agreement may subject Contractor and Contractor's Staff to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress.

SIGNATURE: _____ DATE: 9/17/2026

PRINTED NAME: Jose J. Orozco

POSITION: President

EXHIBIT G

COUNTY OF LOS ANGELES
LIVING WAGE PROGRAM

PAYROLL STATEMENT OF COMPLIANCE

I, Alicia Ramirez (Name of Owner or Company Representative) Office Manager (Title)

Do hereby state:

That I pay or supervise the payment of the persons employed by J. Orozco Enterprises, Inc. DBA Orozco Landscape and Tree Company (Contractor/~~Subcontractor~~) on the (contract) that during the payroll period commencing on the TBD (day) of TBD (Month and Year) and ending the TBD (day) of TBD (Month and Year), all persons employed on said work site have been paid the full weekly wages earned, that no rebates have been or will be made, either directly or indirectly, to or on behalf of J. Orozco Enterprises, Inc. (Contractor/Subcontractor) from the full weekly wages earned by any person, and that no deductions have been made either directly or indirectly, from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 CFR Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 357; 40 U.S.C. 276c), and described below:

n/a

That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for employees contained therein are not less than the applicable County of Los Angeles Living Wage rates contained in the contract.

I have reviewed the information in this report and as company owner or authorized agent for this company, I sign under penalty of perjury certifying that all information herein is complete and correct.	
Print Name and Title Alicia Ramirez, Office Manager	Owner or Company Representative Signature: Date: 9/16/2026

THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. IN ADDITION, THE CONTRACTOR OR SUBCONTRACTOR MAY BE SUSPENDED AND PRECLUDED FROM BIDDING ON OR PARTICIPATING IN ANY COUNTY CONTRACT OR PROJECT FOR A PERIOD CONSISTENT WITH THE SERIOUSNESS OF THE VIOLATION.

Chapter 2.201 - LIVING WAGE PROGRAM

- 2.201.010 - Findings.
- 2.201.020 - Definitions.
- 2.201.030 - Prospective effect.
- 2.201.040 - Payment of living wage.
- 2.201.050 - Other provisions.
- 2.201.060 - Employer retaliation prohibited.
- 2.201.070 - Employee retention rights.
- 2.201.080 - Enforcement and remedies.
- 2.201.090 - Exceptions.
- 2.201.100 - Severability.

Sections:

2.201.010 - Findings.

The board of supervisors finds that the county of Los Angeles is the principal provider of social and health services within the county, especially to persons who are compelled to turn to the county for such services. Employers' failure to pay a living wage to their employees causes them to use such services thereby placing an additional burden on the county of Los Angeles.

(Ord. 2007-0011 § 1, 2007: Ord. 99-0048 § 1 (part), 1999.)

2.201.020 - Definitions.

The general definitions contained in Chapter 2.02 shall be applicable to this Chapter unless inconsistent with the following definitions:

A. "County" includes the County of Los Angeles, any County officer or body, any County department head, and any County employee authorized to enter into a Proposition A contract or a cafeteria services contract with an employer.

B. "Employee" means any individual who is an employee of an employer under the laws of California, and who is providing full- or part-time services to an employer, some or all of which are provided to the County of Los Angeles under a Proposition A contract, or under a cafeteria services contract at a County of Los Angeles owned or leased facility.

C. "Employer" means:

1. An individual or entity who has a contract with the County:

a. For services which is required to be more economical or feasible under Section 44.7 of the Charter of the County of Los Angeles, and is not listed as

an excluded contract in Section 2.121.250 B of the Los Angeles County Code, referred to in this Chapter as a "Proposition A contract," or

b. For cafeteria services, referred to in this Chapter as a "cafeteria services contract," and

c. Who has received or will receive an aggregate sum of $25,000.00 or more in any 12 month period under one or more Proposition A contracts and/or one or more cafeteria services contracts; or

2. An individual or entity that enters into a subcontract with an employer, as defined in subsection C1 and who employs employees to provide services under the employer's contract with the County.

D. "Full time" means a minimum 40 hours worked per week, or a lesser number of hours, if the lesser number is a recognized industry standard and is approved as such by the Chief Executive Officer, but in no event less than 35 hours worked per week.

E. "Part time" means less than 40 hours worked per week, unless a lesser number is a recognized industry standard and is approved as such by the Chief Executive Officer.

F. "Proposition A contract" means a contract governed by Title 2, Section 2.121.250 et seq., of this code, entitled Contracting with Private Business.

(Ord. 2015-0061 § 1, 2015: Ord. 2007-0011 § 2, 2007: Ord. 99-0048 § 1 (part), 1999.)

2.201.030 - Prospective effect.

This chapter shall be applicable to Proposition A contracts and cafeteria services contracts and their amendments the terms of which commence three months or more after the effective date of this chapter. [16] It shall not be applicable to Proposition A contracts or cafeteria services contracts or their amendments in effect before this chapter becomes applicable.

(Ord. 99-0048 § 1 (part), 1999.)

2.201.040 - Payment of living wage.

A. Employers shall pay employees a living wage for their services provided to the County of no less than the hourly rate set under this Chapter or in Title 8—Consumer Protection, Business and Wage Regulations, commencing with Section 8.100.010, whichever is higher. The rate shall be as follows:

1. On March 1, 2016, and thereafter the rate shall be $13.25 per hour;

2. On January 1, 2017, and thereafter the rate shall be $14.25 per hour;

16) --- **Editor's note**—Ordinance 99-0048, which enacted Ch. 2.201, is effective on July 22, 1999.

3. On January 1, 2018, and thereafter the rate shall be $15.00 per hour;

4. On January 1, 2019, and thereafter the rate shall be $ 15.79 per hour;

5. Beginning January 1, 2020, and thereafter the living wage rate shall increase annually based on the average Consumer Price Index for Urban Wage Earners and Clerical Works (CPI-W) for the Los Angeles metropolitan area (Los Angeles-Riverside-Orange County, CA), which is published by the Bureau of Labor Statistics of the United States Department of Labor.

B. The Board of Supervisors may, from time to time, adjust the amounts specified in subsection A of this Section, above for future contracts. Any adjustments to the living wage rate specified in subsection A that are adopted by the Board of Supervisors shall be applicable to Proposition A contracts and cafeteria services contracts and their amendments.

(Ord. 2015-0061 § 2, 2015: Ord. 2007-0011 § 3, 2007: Ord. 99-0048 § 1 (part), 1999.)

2.201.050 - Other provisions.

A. Full Time Employees. An employer shall assign and use full time employees to provide services under a Proposition A contract or a cafeteria services contract, unless the employer can demonstrate to the County the necessity to use non-full time employees based on staffing efficiency or the County requirements of an individual job.

B. Neutrality in Labor Relations. An employer shall not use any consideration received under a Proposition A contract or a cafeteria services contract to hinder, or to further, organization of, or collective bargaining activities by or on behalf of an employer's employees, except that this restriction shall not apply to any expenditure made in the course of good faith collective bargaining, or to any expenditure pursuant to obligations incurred under a bona fide collective bargaining agreement, or which would otherwise be permitted under the provisions of the National Labor Relations Act.

C. Administration. The Chief Executive Officer and the Internal Services Department shall be responsible for the administration of this chapter. The Chief Executive Officer and the Internal Services Department may, with the advice of County Counsel, issue interpretations of the provisions of this chapter. The Chief Executive Officer in conjunction with the Internal Services Department shall issue written instructions on the implementation and ongoing administration of this Chapter. Such instructions may provide for the delegation of functions to other County departments.

D. Compliance Certification. An employer shall, during the term of a Proposition A contract, or a cafeteria services contract, report for each employee and certify the hours worked, wages paid, and provide other information deemed relevant to the

enforcement of this Chapter by the County. Such reports shall be made at the times and in the manner set forth in instructions issued by the Chief Executive Officer in conjunction with the Internal Services Department. The Internal Services Department in conjunction with the Chief Executive Officer shall report annually to the Board of Supervisors on contractor compliance with the provisions of this Chapter.

E. Contractor Standards. An employer shall demonstrate during the procurement process and for the duration of a Proposition A contract or a cafeteria services contract a history of business stability, integrity in employee relations, and the financial ability to pay a living wage.

(Ord. 2015-0061 § 3, 2015: Ord. 2011-0066 § 3, 2011: Ord. 99-0048 § 1 (part), 1999.)

2.201.060 - Employer retaliation prohibited.

No employer shall take an adverse action causing a loss of any benefit of employment, of any contract benefit, or any statutory benefit to any employee, person, or other entity, who has reported a violation of this chapter to the board of supervisors or to one or more of their offices, to the county chief administrative officer, or to the county auditor controller, or to the county department administering the Proposition A contract or cafeteria services contract.

(Ord. 99-0048 § 1 (part), 1999.)

2.201.070 - Employee retention rights.

In the event that any Proposition A contract or cafeteria service contract is terminated by the county prior to its expiration, any new contract with a subsequent employer for such services shall provide for the employment of the predecessor employer's employees as provided in this section.

A. A "retention employee" is an employee of a predecessor employer:

1. Who is not an exempt employee under the minimum wage and maximum hour exemptions defined in the federal Fair Labor Standards Act;

2. Who has been employed by an employer under a predecessor Proposition A contract or a predecessor cafeteria services contract for at least six months prior to the date of a new contract; and

3. Who is or will be terminated from his or her employment as a result of the county entering into a new contract.

B. Subsequent employers shall offer employment to all retention employees who are qualified for such jobs.

C. A subsequent employer is not required to hire a retention employee who:

1. Has been convicted of a crime related to the job or his or her job performance; or

2. Fails to meet any other county requirement for employees of a contractor.

D. A subsequent employer may not terminate a retention employee for the first 90 days of employment under a new contract, except for cause. Thereafter a subsequent employer may retain a retention employee on the same terms and conditions as the subsequent employer's other employees.

(Ord. 99-0048 § 1 (part), 1999.)

2.201.080 - Enforcement and remedies.

For violation of any of the provisions of this chapter:

A. An employee may bring an action in the courts of the state of California for damages caused by an employer's violation of this chapter.

B. The county department head responsible for administering a Proposition A contract or a cafeteria services contract may do one or more of the following in accordance with such instructions as may be issued by the chief administrative officer:

1. Assess liquidated damages as provided in the contract; and/or

2. Recommend to the board of supervisors the termination of the contract; and/or

3. Recommend to the board of supervisors that an employer be barred from award of future county contracts for a period of time consistent with the seriousness of the employer's violation of this chapter, in accordance with Section 2.202.040 of this code.

(Ord. 2007-0011 § 4, 2007: Ord. 99-0048 § 1 (part), 1999.)

2.201.090 - Exceptions.

A. Other Laws. This Chapter shall not be interpreted or applied to any employer or to any employee in a manner inconsistent with United States or California laws.

B. Collective Bargaining Agreements. Any provision of this Chapter shall be superseded by a collective bargaining agreement that expressly so provides.

(Ord. 2015-0061 § 4, 2015: Ord. 99-0055 § 1, 1999: Ord. 99-0048 § 1 (part), 1999.)

2.201.100 - Severability.

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect.

(Ord. 99-0048 § 1 (part), 1999.)

Title 2 ADMINISTRATION
Chapter 2.201 LIVING WAGE PROGRAM

Living Wage Rate Annual Adjustments

The Living Wage Ordinance is applicable to Proposition A and cafeteria services contracts. Employers shall pay employees a Living Wage for their services provided to the county of no less than the hourly rates and effective dates as follows:

Effective Date	Hourly Rate
January 1, 2018	$15.00
January 1, 2019	$15.79
January 1, 2020	$16.31
January 1, 2021	$16.62
January 1, 2022	$17.14
January 1, 2023	$18.49
January 1, 2024	$18.86
January 1, 2025	$19.44
January 1, 2026	$20.06
January 1, 2027	$20.80

Effective January 1, 2028, the Living Wage rate will be adjusted based on the U.S. Department of Labor, Bureau of Labor Statistics' Consumer Price Index (CPI) for the Los Angeles-Riverside-Orange County Area for the 12-month period preceding July 1 of each year.

The Chief Executive Office (CEO) will issue a memo advising departments of the CPI to be used when determining the Living Wage rate effective January 1, of each year thereafter.