



County of Los Angeles CHIEF EXECUTIVE OFFICE OPERATIONS CLUSTER

FESIA A. DAVENPORT
Chief Executive Officer

DATE: September 1, 2021
TIME: 2:00 p.m. – 4:00 p.m.
LOCATION: **TELECONFERENCE CALL-IN NUMBER: 1(323)776-6996**
TELECONFERENCE ID: 605696861#

To join via phone, dial 1(323)776-6996, then press 605696861#.

YOU CAN ALSO JOIN THIS MEETING BY CLICKING ON THE FOLLOWING LINK:

[Click here to join the meeting](#)

DUE TO THE CLOSURE OF ALL COUNTY BUILDINGS, MEMBERS OF THE PUBLIC WILL NEED TO CALL IN TO PARTICIPATE IN THE MEETING.

AGENDA

Members of the Public may address the Operations Cluster on any agenda item after all Informational Items are presented.
Two (2) minutes are allowed for each item.

1. **Call to order – Tamela Omoto-Frias/Anthony Baker**

2. **INFORMATIONAL ITEM(S):**
(5 minutes)

A) Board Letter:

ISSUANCE AND SALE OF LOS ANGELES COUNTY PUBLIC WORKS FINANCING AUTHORITY LEASE REVENUE BONDS, 2021 SERIES F AND LEASE REVENUE REFUNDING BONDS, 2022 SERIES G
TTC – Keith Knox, Treasurer and Tax Collector;
Elizabeth Buenrostro Ginsberg, Chief Deputy Treasurer and Tax Collector; and Daniel Wiles, Assistant Treasurer and Tax Collector

B) Board Letter:

REQUEST AUTHORIZATION TO EXECUTE SOLE SOURCE CONTRACT AMENDMENT NUMBER EIGHT WITH CGI TECHNOLOGIES AND SOLUTIONS INC. FOR eCAPS/eHR SOFTWARE MAINTENANCE SERVICES
AUDITOR-CONTROLLER – Karen Loquet, Assistant Auditor Controller

CONTINUED ON PAGE 2

- C) Board Letter:
REQUEST FOR APPROVAL AND AWARD OF LANDSCAPE
SERVICES CONTRACT FOR REGION 2
ISD – Christie Carr, Division Manager
- D) Board Letter:
REQUEST FOR APPROVAL TO EXTEND THE ELECTRONIC
SUSPECTED CHILD ABUSE REPORTING SYSTEM OPERATIONAL
AGREEMENT WITH THE COUNTY OF SANTA BARBARA AND YOLO
COUNTY FOR CONSULTATION AND TRAINING SERVICES
DCFS – John Langstaff, Principal Information Systems Analyst

3. **PRESENTATION/DISCUSSION ITEMS:**

None available.

4. **Public Comment**
(2 minutes each speaker)
5. **Adjournment**

FUTURE AGENDA TOPICS

CALENDAR LOOKAHEAD:

- A) ISAB – CONTRACT BETWEEN THE COUNTY OF LOS ANGELES
AND cFIVE SOLUTIONS, INC. FOR CONSOLIDATED CRIMINAL
HISTORY REPORTING SYSTEM MAINTENANCE, SUPPORT, AND
ENHANCEMENT SERVICES
- B) ISD – ADOPT AND APPROVE USE OF REVISED COUNTY POLICY
FOR BEST VALUE CONSTRUCTION CONTRACTING DELIVERY FOR
JOB ORDER CONTRACTS
- C) CEO/CLASSIFICATION – COUNTYWIDE CLASSIFICATION ACTIONS
- D) CEO/CLASSIFICATION – COUNTYWIDE CLASSIFICATION ACTIONS
DEPARTMENT OF HEALTH SERVICES PATIENT ACCESS CENTERS
REORGANIZATION

BOARD LETTER/MEMO – FACT SHEET OPERATIONS CLUSTER

☒ Board Letter

☐ Board Memo

☐ Other

OPS CLUSTER AGENDA REVIEW DATE	9/1/2021	
BOARD MEETING	9/15/2021	
DELEGATED AUTHORITY BOARD LETTER	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
SUPERVISORIAL DISTRICT AFFECTED	All Districts	
DEPARTMENT	Treasurer and Tax Collector	
SUBJECT	Issuance and Sale of Los Angeles County Public Works Financing Authority Lease Revenue Bonds, 2021 Series F (2021 Series F Bonds) and Lease Revenue Refunding Bonds, 2022 Series G (2022 Series G Refunding Bonds)	
PROGRAM	N/A	
SOLE SOURCE CONTRACT	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain why:	
DEADLINES/ TIME CONSTRAINTS	September 15, 2021	
COST & FUNDING	Total cost: \$ TBD	Funding source: County General Fund
	TERMS (if applicable): Negotiated sale of the 2021 Series F Bonds (not to exceed \$300 million) over a 30-year period and 2022 Series G Refunding Bonds (not to exceed \$250 million) over a 21-year period.	
	Explanation: The Treasurer and Tax Collector is requesting authorization to issue the 2021 Series F Bonds in an aggregate amount not to exceed \$300 million and the 2022 Series G Refunding Bonds in an aggregate amount not to exceed \$250 million. The proceeds of the 2021 Series F Bonds will be used to redeem approximately \$305 million of outstanding Notes and pay costs of issuance. The proceeds of the 2022 Series G Refunding Bonds will fully refund \$283.355 million of outstanding 2012 Lease Revenue Bonds and pay costs of issuance.	
PURPOSE OF REQUEST	The 2021 Series F Bonds will help finance essential capital projects for the County, which includes Fire Station 104, MLK Central Plant 1, MLK Behavioral Health Center, Rancho Los Amigos Recuperative Care Center, LAC + USC Medical Center Recuperative Care Center, and Olive View Campus Recuperative Care Center (Projects). The 2022 Series G Refunding Bonds will fully refund the 2012 Lease Revenue Bonds and generate significant savings in debt service costs to the County General Fund.	
BACKGROUND (include internal/external issues that may exist)	<p>The 2021 Series F Bonds and the 2022 Series G Refunding Bonds will be issued pursuant to the Marks-Roos Local Bond Pooling Act of 1985, constituting Section 6584 et seq. of the California Government Code. The County intends to issue the 2021 Series F Bonds and the 2022 Series G Refunding Bonds through the Authority using a standard lease revenue structure, whereby the County will lease pledged assets to the Authority through a lease agreement, and the Authority will lease the same pledged assets back to the County through a sublease agreement. The 2021 Series F Bonds and the 2022 Series G Refunding Bonds will be secured by annual base rental payments from the County to the Authority, which are subject to annual appropriation by your Board.</p> <p>The 2021 Series F Bonds will refinance the outstanding Los Angeles Capital Asset Leasing Corporation (LACCAL) Lease Revenue Notes of approximately \$305 million. The issuance of long-term bonds is an important component of the County's ongoing capital financing program which provides the initial funding vehicle for the construction of, and/or capital improvements to various County projects. The 2021 Series F Bonds enable the County to allocate the long-term debt service cost of the Projects over the estimated useful life of the capital facilities.</p>	
DEPARTMENTAL AND OTHER CONTACTS	<ul style="list-style-type: none"> Keith Knox, Treasurer and Tax Collector, (213) 974-2101, kknox@ttc.lacounty.gov Elizabeth Buenrostro Ginsberg, Chief Deputy Treasurer and Tax Collector, (213) 974-0703, eginsberg@ttc.lacounty.gov Daniel Wiles, Assistant Treasurer and Tax Collector, (213) 974-7175, dwiles@ttc.lacounty.gov 	



KEITH KNOX
TREASURER AND TAX COLLECTOR

COUNTY OF LOS ANGELES TREASURER AND TAX COLLECTOR

Kenneth Hahn Hall of Administration
500 West Temple Street, Room 437, Los Angeles, California 90012
Telephone: (213) 974-2101 Fax: (213) 626-1812
ttc.lacounty.gov and propertytax.lacounty.gov

Board of Supervisors

HILDA L. SOLIS
First District

HOLLY J. MITCHELL
Second District

SHEILA KUEHL
Third District

JANICE HAHN
Fourth District

KATHRYN BARGER
Fifth District

September 15, 2021

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

The Honorable Board of Directors
Los Angeles County Public Works Financing Authority
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

**ISSUANCE AND SALE OF
LOS ANGELES COUNTY PUBLIC WORKS FINANCING AUTHORITY
LEASE REVENUE BONDS, 2021 SERIES F AND LEASE REVENUE REFUNDING
BONDS, 2022 SERIES G
(ALL DISTRICTS) (4 VOTES)**

SUBJECT

The Treasurer and Tax Collector (the "Treasurer") is requesting authorization to issue the Los Angeles County Public Works Financing Authority (the "Authority") Lease Revenue Bonds, 2021 Series F (the "2021 Series F Bonds"), in an aggregate amount not to exceed \$300 million, and Lease Revenue Refunding Bonds, 2022 Series G (the "2022 Series G Refunding Bonds"), in an aggregate principal amount not to exceed \$250 million.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Adopt the resolution authorizing: a) the issuance and sale of the 2021 Series F Bonds on a tax-exempt basis with a not to exceed par amount of \$300 million to refinance outstanding lease revenue commercial paper notes (the "Notes") that were issued to finance the construction and capital improvements to Fire Station

104, MLK Central Plant 1, MLK Behavioral Health Center, Rancho Los Amigos Recuperative Care Center, LAC + USC Recuperative Care Center and the Olive View Campus Recuperative Care Center (collectively, the “Projects”); and b) the issuance and sale of the 2022 Series G Refunding Bonds on a tax-exempt basis in an aggregate principal amount not to exceed \$250 million to refund the Authority's Lease Revenue Bonds (Multiple Capital Projects II), Series 2012 (the “2012 Lease Revenue Bonds”); and c) the execution and delivery of various legal documents that are required to issue the 2021 Series F Bonds and the 2022 Series G Refunding Bonds and complete the proposed transactions.

2. Ratify the public hearing related to the issuance of the 2021 Series F Bonds and the 2022 Series G Refunding Bonds held by the Treasurer on [Date TBD] in accordance with Section 6586.5 of the California Government Code.
3. Ratify the public hearing related to the issuance of the 2021 Series F Bonds and the 2022 Series G Refunding Bonds held by the Treasurer on [Date TBD] in accordance with Section 147(f) of the Internal Revenue Code of 1986.

IT IS RECOMMENDED THAT YOUR BOARD, ACTING AS THE BOARD OF DIRECTORS OF THE LOS ANGELES COUNTY PUBLIC WORKS FINANCING AUTHORITY:

1. Adopt the resolution authorizing: a) the issuance and sale of the 2021 Series F Bonds on a tax-exempt basis with a not to exceed par amount of \$300 million to refinance outstanding Notes that were issued to finance the Projects; and b) the issuance and sale of the 2022 Series G Refunding Bonds on a tax-exempt basis in an aggregate principal amount not to exceed \$250 million to refund the 2012 Lease Revenue Bonds; and c) the execution and delivery of various legal documents required to issue the 2021 Series F Bonds and the 2022 Series G Refunding Bonds and complete the proposed transactions.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of the above recommendations will authorize the issuance of the 2021 Series F Bonds and the 2022 Series G Refunding Bonds, and the execution and delivery of all related documents.

2021 Series F Bonds

The proceeds from the sale of the 2021 Series F Bonds will be used to refinance approximately \$305 million of outstanding Notes issued by the Los Angeles Capital Asset Leasing Corporation (LACCAL) that were used as the initial funding vehicle for the construction of, and/or capital improvements to the Projects.

The \$600 million LACCAL Lease Revenue Note Program (the “Note Program”) is a flexible and cost-effective short-term financing program utilized by the County to provide the initial funding for capital projects and facilities. The refinancing of the Notes with proceeds from the issuance of long-term bonds is an important component of the County’s ongoing capital financing strategy. The County currently has approximately \$515.8 million of Notes outstanding under the Note Program, which leaves capacity of only \$84.2 million to fund the County’s substantial capital financing needs. With the refinancing of approximately \$305 million of Notes with the issuance of the 2021 Series F Bonds, the County will free up capacity in the Note Program, resulting in approximately \$389.2 million being available to fund new capital projects. The issuance of the 2021 Series F Bonds enables the County to allocate the long-term debt service cost of the Projects over the estimated useful life of the capital facilities.

The Projects

A summary description of the Projects that will be refinanced with the issuance of the 2021 Series F Bonds is provided below:

Fire Station 104

The Fire Station 104 project involves the construction of a new 10,700-square-foot fire station on 2.2 acres of land located at 26901 Golden Valley Road in Santa Clarita. The new fire station includes a two-bay apparatus room, main office, training room, day room, kitchen, exercise room, and dormitory quarters.

MLK Central Plant 1

The MLK Central Plant 1 project consists of detailed investigations and retrofitting of the existing built-in equipment and utility lines within Central Plant 1 and the upgrade of Central Plant 1 to comply with the Office of Statewide Health Planning and Development (OSHPD) Nonstructural Performance Category-4 (NPC-4) certification standards.

MLK Behavioral Health Center

The MLK Behavioral Health Center renovation project is a collaborative effort among the Department of Mental Health (DMH), Department of Public Health (DPH), Department of Health Services (DHS), Probation Department, and Workforce Development, Aging and Community Services (WDACS) focusing on: (a) County priority populations, including individuals with mental illness, substance use disorders, homeless individuals, and justice involved individuals with significant clinical needs; (b) providing a mix of residential, outpatient and support services to fill major gaps in the continuum of care within South Los Angeles but available for clients Countywide; and (c) leveraging non-County funding in the forms of service-based revenue (i.e. Medicaid) and grants. The project involves the renovation of a 500,000-square-foot facility that includes the replacement of the mechanical, electrical, and plumbing systems, including but not limited to, replacement of exterior windows, demolition of the existing single-

story waiting room addition, relocation of the Magnetic Resonance Imaging Center building, upgrades to existing elevators, exterior building refresh, and site improvements.

Rancho Los Amigos Recuperative Care Center

The Rancho Los Amigos Recuperative Care Center project involves the construction of a 22,000-square-foot facility that will include a total of 50 beds and associated administrative, storage, activity, and support spaces. The project offers a clinically enriched form of interim housing and includes on-site administrative staff support, health oversight, case management, and linkage to permanent supportive housing.

LAC + USC Medical Center Recuperative Care Center

The LAC + USC Medical Center Recuperative Care Center project involves the construction of a 32,000 square-foot facility that will include 96 beds and a clinically enriched form of interim housing, which offers on-site nursing support, health oversight, case management, and linkage to permanent housing to discharged patients.

Olive View Campus Recuperative Care Center

The Olive View Campus Recuperative Care Center project involves the construction of a 16,360 square-foot two-story modular building on the east side of the hospital campus, and other improvements, including landscaping, walkways, walking trails, horse trails, and a surface parking lot. The new facility will provide 48 recuperative care beds, and a clinically enriched form of interim housing, which will offer on-site nursing support, health oversight, case management, and linkage to permanent housing for patients discharged from other County service facilities.

The estimated asset value and the total cost of the Projects currently funded through the Note Program that will be refinanced with the issuance of the 2021 Series F Bonds is detailed in the chart below.

<u>Project</u>	<u>Cost Funded by Note Program</u>
Fire Station 104	\$11,601,000
MLK Central Plant 1	\$3,135,000
MLK Behavioral Health Center	\$240,000,000
Rancho Los Amigos Recuperative Care Center	\$18,159,000
LAC + USC Medical Center Recuperative Care Center	\$15,590,000
Olive View Campus Recuperative Care Center	\$16,048,000
Total	\$304,533,000

2022 Series G Refunding Bonds

The issuance of the 2022 Series G Refunding Bonds will result in a significant reduction in interest costs to the County General Fund from the 2012 Lease Revenue Bonds. Based on current market conditions, the 2022 Series G Refunding Bonds would achieve net present value savings of approximately \$60.619 million or 20.8% savings from the 2012 Lease Revenue Bonds. In order to maximize the interest cost savings currently available in the municipal bond market, the County intends to issue the 2022 Series G Refunding Bonds on a tax-exempt forward delivery basis, with final settlement of the transaction currently expected in June 2022.

IMPLEMENTATION OF STRATEGIC PLAN GOALS

This action supports the County's Strategic Plan Goal #III.3: Pursue Operational Effectiveness, Fiscal Responsibility, and Accountability by providing a cost-effective source of financing to fund the capital construction needs of the County.

FISCAL IMPACT/FINANCING

Based on current market conditions, the County expects to issue the 2021 Series F Bonds in an aggregate par amount of approximately \$[260] million and generate an additional \$[46] million of proceeds through bond premium. The total proceeds from the issuance of the 2021 Series F Bonds will be used to redeem approximately \$305 million of outstanding Notes and to pay the costs of issuance. The County expects to issue the 2022 Series G Refunding Bonds in an aggregate par amount of approximately \$[224] million and generate additional proceeds in the amount of \$[54] million of proceeds through bond premium. The total proceeds from the issuance of the 2021 Series G Refunding Bonds and a release of a portion of the Debt Service Reserve Fund from the 2012 Lease Revenue Bonds in the amount of \$[22] million will provide sufficient funding to fully refinance \$283.355 million of outstanding 2012 Lease Revenue Bonds and pay the costs of issuance.

The Resolution being presented to your Board requires both the 2021 Series F Bonds and the 2022 Series G Refunding Bonds to be issued at a true interest cost not to exceed 5.0%. Given the current interest rate environment, the actual borrowing costs should be significantly lower and result in a true interest cost to the County of approximately [2.75]% for the 2021 Series F Bonds and [2.65]% for the 2022 Series G Refunding Bonds.

The Treasurer intends to market the 2021 Series F Bonds and 2022 Series G Refunding Bonds and establish with the underwriters and Bond Counsel identified below the terms and conditions for each series, including the interest rates, soon after approval by your Board. The 2021 Series F Bonds will be delivered approximately two

weeks after marketing while the 2022 Series G Refunding Bonds will be delivered on a forward basis once they can be legally issued as tax-exempt bonds, currently expected in June 2022. The Treasurer is recommending that the 2021 Series F Bonds be structured with level debt service payments over a 30-year amortization period commencing in 2022. Based on the County's strong credit profile and current market conditions, the proposed structure will result in average annual debt service payments of approximately \$[15.1] million, and total debt service of approximately \$[453] million over the 30-year term.

The Treasurer is recommending the 2022 Series G Refunding Bonds be structured with level debt service payments over a 21-year amortization period to match the current final maturity of the 2012 Lease Revenue Bonds. Based on current market conditions, the 2022 Series G Refunding Bonds would generate approximately \$[60.619] million or [20.8]% net present value savings, with average annual debt service payments of approximately \$[17.2] million and total debt service of approximately \$[361] million over the 21-year term.

The actual interest cost, debt service payments and savings to the County from the sale of the 2021 Series F Bonds and the 2022 Series G Refunding Bonds will depend on market conditions at the time of sale.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The 2021 Series F Bonds and the 2021 Series G Refunding Bonds will be issued pursuant to the Marks-Roos Local Bond Pooling Act of 1985, constituting Section 6584 et seq. of the California Government Code. The County intends to issue the 2021 Series F Bonds and the 2022 Series G Refunding Bonds through the Authority using a standard lease revenue structure. Under this structure, the County will lease pledged assets to the Authority through a lease agreement, and the Authority will lease the same pledged assets back to the County through a sublease agreement. The 2021 Series F Bonds and the 2022 Series G Refunding Bonds will be secured by annual base rental payments from the County to the Authority, which are subject to annual appropriation by your Board.

The 2021 Series F Bonds and the 2022 Series G Refunding Bonds will be issued pursuant to the 2015 Master Indenture and Master Lease structure established in February 2015 by and between the County and the Authority in connection with the issuance of the 2015 Series A Lease Revenue Bonds (the "2015 Series A Bonds"). The Master Indenture and Master Lease were first amended in August 2015 in connection with the issuance of the 2015 Series B and Series C Lease Revenue Refunding Bonds (the "2015 Series B and Series C Refunding Bonds"), and subsequently amended in March 2016 to support the issuance of the 2016 Series D Lease Revenue Bonds (the "2016 Series D Bonds"), and in August 2019 to support the issuance of the 2019 Series

E Lease Revenue Bonds (the “2019 Series E Bonds”). To facilitate the issuance of the 2021 Series F Bonds and the 2022 Series G Refunding Bonds, the County will execute amendments to the Master Indenture, Master Site Lease and Master Sublease and execute various other financing documents related to the financing.

The amendments to the Master Site Lease and Master Sublease will allow the County to secure the repayment of the 2015 Series A Bonds, 2015 Series B and Series C Refunding Bonds, 2016 Series D Bonds, 2019 Series E Bonds (collectively, the “Prior Bonds”), the 2021 Series F Bonds and 2022 Series G Refunding Bonds. The nine County real estate assets listed below are currently pledged as collateral to secure the repayment of the Prior Bonds under the Master Lease.

- Civic Center Heating & Refrigeration Plant
- Internal Services Department Headquarters
- Manhattan Beach Library
- Zev Yaroslavsky Family Support Center
- Lost Hills Sheriff Station
- LAX Courthouse
- Chatsworth Courthouse
- Michael D. Antonovich Courthouse
- Martin Luther King Jr. Community Hospital

In order to provide sufficient fair rental value to secure the repayment of the Prior Bonds, 2021 Series F Bonds and the 2022 Series G Refunding Bonds, the County intends to pledge two additional real estate assets, the MLK Central Plant 1 and the MLK Behavioral Health Center, as collateral, as needed, under the 2015 Master Lease.

Financing Team

Given the relative complexity of a large scale lease-revenue bond financing, the Treasurer is recommending that the sale of the Bonds be conducted on a negotiated basis. BofA Securities, Inc. and Siebert Williams Shank & Co., LLC were selected by the Treasurer from the County’s prequalified Underwriter Pool to be the joint senior managing underwriters, with Public Resources Advisory Group appointed as the Municipal Advisor for this transaction. Orrick, Herrington & Sutcliffe, LLP and Hawkins Delafield & Wood LLP were selected by County Counsel to serve as Bond Counsel and Disclosure Counsel, respectively.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The issuance and sale of the Bonds will help finance essential capital projects for the County, which will serve to enhance and facilitate the delivery of vital government services.

CONCLUSION

Upon approval of the attached Resolutions, it is requested that the Executive Officer of the Board return two originally executed copies to the Public Finance Office of the Treasurer.

Respectfully submitted,

KEITH KNOX
Treasurer and Tax Collector

Attachments

KK:EBG:DW:TG:ad
doc/PW Fin Auth_LRB 2021 SerF&LR Refunding Bonds_2022 SerG_BI_091421

c: Chief Executive Officer
Executive Officer, Board of Supervisors
Auditor-Controller
County Counsel

BOARD LETTER/MEMO – FACT SHEET OPERATIONS CLUSTER

☒ Board Letter

☐ Board Memo

☐ Other

OPS CLUSTER AGENDA REVIEW DATE	9/1/2021	
BOARD MEETING	9/15/2021	
DELEGATED AUTHORITY BOARD LETTER	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
SUPERVISORIAL DISTRICT AFFECTED	Applies to All Districts	
DEPARTMENT	Auditor-Controller	
SUBJECT	Authorization to Execute Sole Source CGI– Amendment 8	
PROGRAM	eCAPS/eHR Enterprise Systems	
SOLE SOURCE CONTRACT	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please explain why: The CGI Vendor is the only organization that can provide licensing, maintenance and support to eCAPS/eHR due to its proprietary ADVANTAGE software. These systems are referred to as the County's ERP Systems.	
DEADLINES/ TIME CONSTRAINTS	Current contract expires in September 2022	
COST & FUNDING	Total cost: \$ 6,444,536 for software maintenance for a two-year term.	Funding source: Integrated Applications Budget under the oversight of the Auditor Controller
	TERMS (if applicable): This contract extends the current contract agreement with CGI, for an additional 2 years, through September 2024.	
	Explanation: CGI Technologies and Solutions Inc. (CGI) is extending the current maintenance pricing for an additional two years, while the County team decides whether to proceed with the next upgrade, or to procure a replacement system.	
PURPOSE OF REQUEST	Request Authorization to Execute Sole Source Amendment Number Eight with CGI Technologies and Solutions Inc. for e/CAPS/eHR Software Maintenance Services.	
BACKGROUND (include internal/external issues that may exist)	Since July 2005 the eCAPS and eHR Applications have been established as the County's Integrated Administrative Applications for Human Resources, Financial, Budget, and Procurement, which now comprise the County's legacy ERP system. To ensure the County's ERP system continues to provide improved technology to our users, the County has selectively and strategically upgraded the ERP system, with our most recent upgrade being completed in 2017. Feedback received in 2020 from 240 Subject Matter Experts in multiple departments indicated several areas where improvements are desired such as mobile applications, procurement, and reporting/data analytics. On July 28, 2021 A-C gave notice to the Board of its intent to enter into negotiations with CGI for a Sole Source Amendment as required by Board Policy No. 5.100, Sole Source Contracts.	
DEPARTMENTAL AND OTHER CONTACTS	Name, Title, Phone # & Email: Karen Loquet, Assistant Auditor Controller (CIO), (213-974-0385) Kloquet@auditor.lacounty.gov	



**COUNTY OF LOS ANGELES
DEPARTMENT OF AUDITOR-CONTROLLER**

KENNETH HAHN HALL OF ADMINISTRATION
500 WEST TEMPLE STREET, ROOM 525
LOS ANGELES, CALIFORNIA 90012-3873
PHONE: (213) 974-8301 FAX: (213) 626-5427

ARLENE BARRERA
AUDITOR-CONTROLLER

ASSISTANT AUDITOR-CONTROLLERS

OSCAR VALDEZ
CHIEF DEPUTY AUDITOR-CONTROLLER

**PETER HUGHES
KAREN LOQUET
CONNIE YEE**

September 15, 2021

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

Dear Supervisors:

**REQUEST AUTHORIZATION TO EXECUTE SOLE SOURCE CONTRACT
AMENDMENT NUMBER EIGHT WITH CGI TECHNOLOGIES AND SOLUTIONS INC.
FOR eCAPS/eHR SOFTWARE MAINTENANCE SERVICES
(ALL SUPERVISORY DISTRICTS) (3 VOTES)**

CIO RECOMMENDATION: APPROVE (X)

SUBJECT

The Department of Auditor-Controller (A-C), Department of Human Resources (DHR), Chief Executive Office (CEO), Internal Services Department (ISD), and Chief Information Officer (CIO) request authorization to execute sole source Amendment Number Eight to the Auditor-Controller's Services and License Agreement (SLA) with CGI Technologies and Solutions Inc. (CGI) for software maintenance of the enterprise financial and human resources software applications and related services.

JOINT RECOMMENDATION BY THE DEPARTMENT OF AUDITOR-CONTROLLER, DEPARTMENT OF HUMAN RESOURCES, CHIEF EXECUTIVE OFFICE, INTERNAL SERVICES DEPARTMENT, AND CHIEF INFORMATION OFFICER THAT YOUR BOARD:

1. Delegate authority to the Auditor-Controller to execute the attached Amendment Number Eight (Amendment) to the Auditor-Controller's SLA with CGI for software maintenance of the enterprise financial and human

resources applications (eCAPS and eHR). The software maintenance fee is a fixed amount of \$6,444,536, effective upon execution of your Board of Supervisors (Board) from October 1, 2022 through September 30, 2024.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Since the original Board approved contract in 2004, the contract amendment has included the administrative systems development and implementation needs. Between 2004 and 2021, the eCAPS and eHR web-based enterprise applications have been established as the integrated core financial and human resources management administrative systems for all County departments. These enterprise systems have successfully delivered the critical financial, budget, procurement, inventory, capital assets, debt, contract, payroll and human resources management functionality to support the daily operations of all County departments.

The eCAPS/eHR Project (Project) has successfully completed all the major events associated with the established goals and objectives of the Phases I, II, III, IV, V, and VI of the Project on time and within budget. The success of the Project has provided a solid foundation for the County's integrated financial and human resources administrative systems. However, it is critical that we evaluate whether we should continue to upgrade these systems with our current vendor, or if we should determine if there are alternate systems that may provide less customization and a better solution for our County.

The current SLA expires on September 30, 2022, and to provide time to evaluate our alternatives, we are requesting to extend the existing software maintenance services for an additional two years. For securing the additional software maintenance services, the current schedule of the SLA needs to be extended through September 30, 2024, and the current contract amount of the SLA needs to be increased by \$6,444,536.

CGI has also included 600 discretionary consulting services hours at no additional cost to the County with this Amendment. At the County's discretion and in mutual agreement with CGI, the County can use these hours for implementing new initiatives and/or addressing high priority issues for eCAPS and eHR. These hours can be used by the County upon the approval of this Amendment through September 30, 2024. This Amendment will build upon that strong foundation and continue to support the County's business requirements.

Software Maintenance for eCAPS/eHR System (Board Action #1 - \$6,444,536)

Under the Amendment, the County will receive standard software maintenance services for the County's integrated financial and human resources administrative systems from October 1, 2022 through September 30, 2024.

Implementation of Strategic Plan Goals

The services provided under this contract support County Strategic Plan Goals of Service Excellence, Workforce Excellence, Organizational Effectiveness, and Fiscal Responsibility. In addition, the Amendment extends the development and capabilities of the County's enterprise financial and human resources applications in a manner that provides a solid foundation for improved management information and efficiencies in the County's business operations.

FISCAL IMPACT/FINANCING

CGI has agreed to maintain their current annual maintenance pricing of \$3.2 million per year, for a total of \$6,444,536 for the period of October 1, 2022 through September 30, 2024. Detailed amounts for each year are described in Table 3 (Attachment I).

The ongoing ISD operating costs for server hosting and storage expenses are not included in this Board Letter and are projected to be covered under the Auditor-Controller's Integrated Applications Budget.

The projected cost under this Amendment, are as described below:

I. **Services and License Agreement (SLA) Amendment Number Eight - \$6,444,536**

The Amendment is comprised of the component listed in Table 1: Requested Amendment Number Eight (Board Action #1). See Attachment I, List of Tables.

The Amendment, increases the Contract Total to \$265,709,026 (\$259,264,490 + \$6,444,536), as set forth in the Table 2: CGI Services and License Agreement. See Attachment I, List of Tables.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The recommended sole source Amendment Eight with CGI follows the same contractual structure as the existing eCAPS contract and in Amendment Number One through Amendment Number Seven.

Amendment Eight includes the revised contract language, appendices, and exhibits for the additional two years of software maintenance for the eCAPS and eHR applications. All other provisions of the SLA remain intact and unaffected by the proposed Amendment. In compliance with Board Policy 6.020 "Chief Information Office Board Letter Approval," the Office of the Chief Information Officer (OCIO) reviewed the information technology (IT) components of this request and recommends approval. The OCIO determined this recommended action does not include any new IT items that would necessitate a formal written CIO Analysis.

CONTRACTING PROCESS

On July 28, 2021, the Auditor-Controller notified the Board of its intent to enter negotiations and, ultimately, for the authority to execute a sole source Amendment with CGI.

The Department is requesting for the extension of licensing and maintenance services for an additional two years. Our vendor, CGI, is the only provider of the Advantage ® products and provider of the maintenance services. County Counsel provided direction on the Amendment and reviewed all proposed documents.

IMPACT ON CURRENT SERVICES

Authorization to execute the proposed Amendment will continue to support the County's financial and human resources management enterprise systems administered and operated by the A-C, DHR, ISD, and CEO. It also promotes process efficiency and effectiveness by bringing the County to a level of stability to support the expansion of the County's enterprise-wide system in the future in the event of changes to the County's business requirements.

CONCLUSION

Please return two adopted copies of this Board letter to the Executive Office, Board of Supervisors. It is requested that the Executive Office, Board of Supervisors return one stamped copy of the approved Board letter to the Auditor-Controller's Executive Office.

Respectfully submitted,

Reviewed by:

ARLENE BARRERA
Auditor-Controller

PETER LOO
Acting Chief Information Officer

Attachments

c: Chief Executive Office
Executive Office, Board of Supervisors
County Counsel
IT Board Deputies
Department of Human Resources
Internal Services Department
Countywide Communications

**eCAPS/e-HR Project Software Maintenance
Department of Auditor-Controller/CGI Technologies and Solutions, Inc.
Amendment Number Eight**

List of Tables

Table 1: Requested Amendment Number Eight
(Board Actions #1)

Category	Amount
Software Maintenance (Board Action # 1)	\$6,444,536
CGI Amendment Number Eight Total	\$6,444,536

Table 2: CGI Services and License Agreement

	Original Contract Plus Amendments 1-7 (April 2004 – Sept. 2022)	Amendment #8 (Oct 2022 – Sept. 2024)	Total SLA Contract 2004 – 2024
Implementation Services	\$167,249,571	\$0	\$167,249,571
County Contingency	\$30,255,801	\$0	\$30,255,801
Total Services	\$197,505,372	\$0	\$197,505,372
Total Maintenance	\$61,759,118	\$6,444,536	\$68,203,654
Total Services and License Agreement	\$259,264,490	\$6,444,536	\$265,709,026

Table 3: Amendment Number Eight
Budget Authorization by Maintenance Year

Maintenance Year	eCAPS and eHR	Talent Management	A-C/DHR CGI Contract Amendment #8	Annual Funding Requirement
Year 18 (10/1/2022 – 9/30/2023)	\$2,401,189	\$821,079	\$3,222,268	\$3,222,268
Year 19 (10/1/2023 – 9/30/2024)	\$2,401,189	\$821,079	\$3,222,268	\$3,222,268
Total	\$4,802,378	\$1,642,158	\$6,444,536	\$6,444,536

AMENDMENT NUMBER EIGHT

TO

SERVICES AND LICENSE AGREEMENT

BETWEEN

COUNTY OF LOS ANGELES

AND

CGI TECHNOLOGIES AND SOLUTIONS INC.

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AMENDMENT NUMBER EIGHT TO SERVICES AND LICENSE AGREEMENT

This Amendment Number Eight to the Services and License Agreement ("Amendment Number Eight") is executed as of September 15, 2021 (the "Amendment Number Eight Effective Date"), by and between the County of Los Angeles in the State of California ("COUNTY") and CGI Technologies and Solutions Inc. (formerly, CGI-AMS Inc.), a Delaware corporation ("CGI"), with reference to the following facts.

Recitals

A. COUNTY and American Management Systems, Incorporated, a Delaware corporation, entered into that certain Services and License Agreement as of April 6, 2004 (the "SLA"), for the delivery of a System, as defined therein.

B. The SLA, as amended under the previous seven (7) amendments and 95 Change Notices, is hereinafter referred to as the "Agreement". A schedule of such amendments and Change Notices is attached hereto as Exhibit J (Schedule of Contract Amendments and Change Notices) and is incorporated herein by this reference.

C. The parties now wish to supplement and amend the Agreement in order to provide for the performance of additional standard maintenance services.

NOW, THEREFORE, in consideration of the foregoing facts and the mutual covenants set forth herein, and pursuant to Paragraph 6 (Change Notices and Amendments) of the Agreement, COUNTY and CGI hereby agree to amend the Agreement as follows.

1. Definitions

Capitalized terms used, but not defined in this Amendment Number Eight, will have the meanings indicated for them in the Agreement.

2. Increase in Project Price and Contract Sum

The initial paragraph of Subparagraph 7.1 (General) of Paragraph 7 (Project Price; Contract Sum) of the Agreement is hereby deleted in its entirety and is replaced with the following new initial paragraph to read as follows:

"The Project Price shall be the total fixed monetary amount payable by COUNTY to CGI for supplying the software licenses, tasks, subtasks, Deliverables, services and other work required under this Agreement, provided that nothing herein shall be deemed to preclude COUNTY from unilaterally increasing the Project Price in connection with any executed Change Notices under Subparagraph 6.2 or any Other Professional Services under Subparagraph 7.5 (Other Professional Services). Deliverables completed by CGI must be Accepted in writing by COUNTY. If COUNTY does not Accept a Deliverable in writing or Provisionally Accept such Deliverable, no payment shall be due to CGI for that Deliverable or any associated Milestone. The Project Price, which includes applicable taxes, transportation and other charges hereunder, authorized by COUNTY is Two

Hundred Sixty One Million Five Hundred Seven Thousand Five Hundred Thirty Three Dollars (\$261,507,533). Except in accordance with a properly executed Change Notice, the Project Price shall not be adjusted for other costs or expenses whatsoever of CGI. Except in accordance with a properly executed Change Notice, COUNTY shall have no other financial obligation to CGI hereunder or arising herefrom. Notwithstanding anything to the contrary, the Project Price may not be increased (e.g., pursuant to one or more Change Notices) beyond the Contract Sum without authorization from COUNTY's Board of Supervisors, and any purported increase beyond the Contract Sum shall be deemed void and of no force or effect. As used herein, the term "Contract Sum" shall mean Two Hundred Sixty Five Million Seven Hundred Nine Thousand Twenty Six Dollars (\$265,709,026).

3. Rates for Other Professional Services

Exhibit C (Rates for Other Professional Services) of the Agreement is hereby deleted in its entirety and is replaced with a new Exhibit C (Rates for Other Professional Services), a true and correct copy of which is attached to this Amendment Number Eight and incorporated herein by this reference.

4. License Provisions

Effective April 1, 2019, Appendix A (License Materials and Additional Terms) to Exhibit H (License Provisions) of the Agreement shall be deleted in its entirety and shall be replaced by a new Appendix A (License Materials and Additional Terms) to Exhibit H (License Provisions), a true and correct copy of which is attached to this Amendment Number Eight and incorporated herein by this reference.

5. Maintenance Provisions

Effective April 1, 2019, Exhibit E (Maintenance Provisions) of the Agreement shall be deleted in its entirety and shall be replaced by a new Exhibit E (Maintenance Provisions), a true and correct copy of which is attached to this Amendment Number Eight and incorporated herein by this reference.

6. Advantage Standard Maintenance and Managed Advantage Lite Fees

Paragraph 7 (Project Price; Contract Sum) of the Agreement is hereby deleted in its entirety and is replaced by the following a new Subparagraph 7.7 (Advantage Standard Maintenance and Managed Advantage Lite Fees) and table at the end thereof to read as follows:

"7.7 Advantage Standard Maintenance and Managed Advantage Lite Fees

The Standard Maintenance Fees, Managed Advantage Lite Fees, and the Managed Advantage Lite Upgrade Fees to achieve steady state operations for the Additional Maintenance Period are as follows:

Additional Maintenance Period	Advantage Standard Maintenance Fees	Managed Advantage Lite and Ultra Lite Fees	Managed Advantage Lite Upgrade Fees	Managed Advantage Lite Transition Services	Total Maintenance Fees
Maintenance Period – Year 8 10/1/2012 - 9/30/2013	\$2,385,000	\$1,260,000	\$1,390,000	-	\$5,035,000
Maintenance Period – Year 9 10/1/2013 - 9/30/2014	\$2,810,000	\$1,260,000	\$560,000	-	\$4,630,000
Maintenance Period – Year 10 10/1/2014 - 9/30/2015	\$2,938,482	\$1,260,000	Not Applicable	-	\$4,198,482
Maintenance Period – Year 11 10/1/2015 - 9/30/2016	\$2,776,852	\$1,260,000	Not Applicable	-	\$4,036,852
Maintenance Period – Year 12 10/1/2016 - 9/30/2017	\$3,125,859	\$1,260,000	Not Applicable	-	\$4,385,859
Maintenance Period – Year 13 10/1/2017 - 9/30/2018	\$3,241,214	\$1,260,000	Not Applicable	\$995,247	\$5,496,461
Maintenance Period – Year 14 10/1/2018 - 9/30/2019	\$3,173,632	\$329,373	Not Applicable	\$663,503	\$4,166,508
Maintenance Period – Year 15 10/1/2019 - 9/30/2020	\$3,191,673	Not Applicable	Not Applicable	-	\$3,191,673
Maintenance Period – Year 16 10/1/2020 - 9/30/2021	\$2,726,599	Not Applicable	Not Applicable	-	\$2,726,599
Maintenance Period – Year 17 10/1/2021 - 9/30/2022	\$3,222,268	Not Applicable	Not Applicable	-	\$3,222,268
Maintenance Period – Year 18 10/1/2022 - 9/30/2023	\$3,222,268	Not Applicable	Not Applicable	-	\$3,222,268
Maintenance Period – Year 19 10/1/2023 - 9/30/2024	\$3,222,268	Not Applicable	Not Applicable	-	\$3,222,268
Total Maintenance Fees	\$36,036,115	\$7,889,373	\$1,950,000	\$1,658,750	\$47,534,238

1/ IBM/Kenexa annual services for read-only access to the application and are covered up to 9/30/2018.

7. Limitation of Liability

Subparagraph 23.1 of Paragraph 23 (Limitation of Liability) of the Agreement is hereby deleted in its entirety and is replaced by the following new Subparagraph 23.1 and Maintenance Limitation of Liability Table to read as follows:

"23.1 Except as set forth in Subparagraph 23.2, the total aggregate liability of CGI under the Initial Project or any Subproject shall be limited to One Hundred and Fifty Percent (150%) of the total amount scheduled to be paid with respect to such Initial Project or Subproject (i.e., in the corresponding Payment Schedule).

Notwithstanding the foregoing, and except as may be limited by Subparagraph 23.2, CGI's total liability for failing to meet any or all of its obligations under the Maintenance Provisions during any one-year portion

of any Initial Maintenance Period, Extended Maintenance Period or Additional Maintenance Period shall be limited as follows:

- (i) for the first one-year period of paid maintenance within the Initial Maintenance Period, all maintenance fees paid or payable for the entire Initial Maintenance Period;
- (ii) for each additional one-year period thereafter within the Initial Maintenance Period, the limitation for the preceding one-year period less the annual fees paid for such preceding one-year period;
- (iii) for the first year within the Extended Maintenance Period, all maintenance fees paid or payable for the entire Extended Maintenance Period;
- (iv) for each additional one-year period thereafter within the Extended Maintenance Period, the limitation for the preceding one-year period less the annual fees paid for such preceding one-year period; and
- (v) for each year of the Additional Maintenance Period (i.e., Year 8 to Year 19), two-times (2X) the maintenance fees payable for that current year of the Additional Maintenance Period.

By way of example, if the COUNTY purchased all Standard Maintenance and Managed Advantage Lite Support contemplated by this Amendment Number Eight, the Maintenance Fees, associated aggregate limitations of liability and applicable time periods to which they apply as described above are set forth in the following Maintenance Limitation of Liability Table:

Maintenance Limitation of Liability Table

Initial Maintenance Period	Maintenance Fee	Limitation of Liability
Year 1 – October 2005	\$ 880,097	\$12,498,578
Year 2 – October 2006	\$2,108,712	\$11,618,481
Year 3 – October 2007	\$2,457,285	\$ 9,509,769
Year 4 – October 2008	\$3,526,242	\$ 7,052,484
Year 5 – October 2009	\$3,526,242	\$ 3,526,242

Extended Maintenance Period	Maintenance Fee	Limitation of Liability
Year 6 – October 2010	\$3,852,419	\$7,705,713
Year 7 – October 2011	\$3,853,294	\$3,853,294

Additional Maintenance Period for eCAPS and eHR Beginning on the first of the Month	Combined Standard Maintenance and Managed Advantage Lite Fee	Limitation of Liability
Year 8 - October 2012	\$3,645,000	\$7,290,000
Year 9 - October 2013	\$3,770,000	\$7,540,000
Year 10 - October 2014	\$3,790,475	\$7,580,950
Year 11 - October 2015	\$3,546,852	\$7,093,704
Year 12 - October 2016	\$3,738,359	\$7,476,718
Year 13 - October 2017	\$3,742,439	\$7,484,878
Year 14 - October 2018	\$2,730,562	\$5,461,124
Year 15 - October 2019	\$2,401,189	\$4,802,378
Year 16 - October 2020	\$1,960,054	\$3,920,108
Year 17 - October 2021	\$2,401,189	\$4,802,378
Year 18 - October 2022	\$2,401,189	\$4,802,378
Year 19 - October 2023	\$2,401,189	\$4,802,378

Additional Maintenance Period for Talent Management Beginning on the first of the Month	Combined Talent Management and Hosting Fees	Limitation of Liability
Year 8 - October 2012		
Year 9 - October 2013	\$300,000	\$600,000
Year 10 - October 2014	\$408,007	\$816,014
Year 11 - October 2015	\$490,000	\$980,000
Year 12 - October 2016	\$647,500	\$1,295,000
Year 13 - October 2017	\$758,775	\$1,517,550
Year 14 - October 2018	\$772,443	\$1,544,886
Year 15 - October 2019	\$786,384	\$1,572,768
Year 16 - October 2020	\$766,545	\$1,533,090
Year 17 - October 2021	\$821,079	\$1,642,158
Year 18 - October 2022	\$821,079	\$1,642,158
Year 19 - October 2023	\$821,079	\$1,642,158

CGI and COUNTY acknowledge and agree that the limitations of liability set forth in Subparagraph 23.1(v) of Paragraph 23 (Limitation of Liability) are applicable to Amendments Number Five, Six, Seven, and Eight.

In addition to the foregoing limitations, with respect only to CGI's performance of its obligations under the Maintenance Provisions applicable

to the Additional Maintenance Period (Year 8 to Year 19) and CGI's performance under Subprojects 10, 11, 12, 13, 14, 15, 16, and 17, and any future Subprojects, in no event will CGI be liable for any consequential, special, incidental, indirect, exemplary or punitive damages (the "Exclusion of Consequential Damages"), even if CGI has been advised of the possibility of such damages. For the avoidance of doubt, this Exclusion of Consequential Damages shall not apply to CGI's performance under the Initial Project, Subprojects 1-17, the Initial Maintenance Period or the Extended Maintenance Period or the Additional Maintenance Period for eCAPS and eHR or the Additional Maintenance Period for Talent Management. Further, CGI hereby acknowledges and agrees that the reasonable, actual, out-of-pocket additional costs that COUNTY incurs or expends to procure replacement products or services of substantially equivalent capability, function and performance, from an alternative source (or in providing services itself) as a result of any default, breach, or repudiation of this Agreement by CGI, to the extent in excess of the fees that COUNTY would otherwise have paid to CGI pursuant to this Agreement, shall constitute and be construed as direct damages, and NOT as consequential, special, incidental, indirect, exemplary or punitive damages. In addition to the exceptions set forth in Subparagraph 23.2, this Exclusion of Consequential Damages shall NOT: (i) limit losses arising out of the gross negligence of CGI or any of its agents or subcontractors; (ii) limit liability for fraud or for violations of law; or (iii) apply to any claims based upon a willful abandonment or repudiation of this Agreement by CGI."

8. Discretionary Hours

Upon execution of this Amendment Number Eight, CGI will provide COUNTY with six hundred (600) discretionary consulting services hours at no additional cost through September 30, 2024 to assist COUNTY with implementing new eCAPS/eHR initiatives, addressing high priority eCAPS/eHR issues, or other discretionary support as mutually agreed to by the parties ("**Discretionary Hours**"). All Discretionary Hours support request(s) made by COUNTY shall: (a) be made reasonably in advance to CGI's Account Manager, (b) provide sufficient detail around the type of support required so that proper CGI resources can be identified, and (c) provide an expected timeframe for Discretionary Hours support start and end. CGI will submit a monthly status report of the Discretionary Hours to the COUNTY for tracking purposes until all the six hundred (600) hours have been utilized.

9. County Mandated Provisions

Exhibit I (County Mandated Provisions) of the Agreement is hereby deleted in its entirety and is replaced by a new Exhibit I (County Mandated Provisions), a true and correct copy of which is attached to this Amendment Number Eight and incorporated herein by this reference.

10. Notices

Paragraph 47 (Notices) of the Agreement is hereby deleted in its entirety and is replaced by the following new Paragraph 47 (Notices) to read as follows:

"47. NOTICES:

All notices or demands required or permitted to be given or made under this Agreement, unless otherwise specified, shall be in writing and shall be addressed to the parties at the following addresses and delivered: (1) by hand with signed receipt, (2) by first-class registered or certified mail, postage prepaid or (3) by national overnight courier service (e.g., FedEx). Notices or demands shall be deemed given at the time of signed receipt in the case of hand delivery, three (3) days after deposit in the United States mail as set forth above, or two (2) working days after deposit with the national overnight courier service. Addresses may be changed by either party giving ten (10) days prior written notice thereof to the other party.

COUNTY's Project Director shall have the authority to issue all notices or demands which are required or permitted by COUNTY under this Agreement.

To COUNTY:(1) COUNTY's Project Director
Arlene Barrera
500 W. Temple St., Room 525
Los Angeles, CA 90012
213-974-8302
abarrera@auditor.lacounty.gov

(2) COUNTY's Project Manager
Karen E. Loquet
500 W. Temple St., Room 525
Los Angeles, CA 90012
213-974-0385
kloquet@auditor.lacounty.gov

To CGI: CGI Technologies and Solutions Inc.
11325 Random Hills Road, 8th Floor
Fairfax, Virginia 22030
Attn: Office of General Counsel
Email: us-ogc.crp@cgi.com

With a copy to: CGI Technologies and Solutions Inc.
350 S. Grand Ave., Suite 3570
Los Angeles, CA 90017
Attn: Joanna Robinson
Email: joanna.robinson@cgi.com"

11. Amendments

No amendment, modification, or supplement to this Amendment shall be binding on either party unless it is in writing and duly executed by the parties in interest at the time of the modification.

12. Entire Agreement

From and after the Effective Date, this Amendment Number Eight shall form a part of the Agreement. Except as expressly and specifically amended hereby, the Agreement shall remain in full force and effect. There are no other agreements, representations, or warranties between or among the parties, written or oral, concerning the subject matter hereof.

13. Headings and Labels

Article, paragraph, subparagraph, section, and subsection titles and captions contained in this Amendment are inserted as a matter of convenience and for reference and in no way define, limit, extend, or describe the scope of the Agreement, any prior amendment to the Agreement, this Amendment Number Eight or the intent of any of its provisions.

14. Conflicts

The requirements set forth in this Amendment Number Eight (including its exhibits and appendices) are intended to be read cumulatively for the benefit of COUNTY. However, in the event of any direct conflict or inconsistency in the definition or interpretation of any word, responsibility or schedule, or in the contents of, requirements for or description of any deliverable, services or other work, or in any other matter, between the body of this Amendment Number Eight and the exhibits, such conflict or inconsistency shall be resolved by giving precedence first to the body of this Amendment Number Eight. Otherwise, with respect to the Project as a whole or any individual Subproject, the provisions of Subparagraph 1.1 (Interpretation) of the Agreement shall apply.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Amendment Number Eight to be subscribed by its Auditor-Controller, and CGI has caused this Amendment Number Eight to be subscribed on its behalf by its duly authorized officer, effective the day, month and year first above written.

COUNTY OF LOS ANGELES

By: _____
Arlene Barrera
Auditor-Controller

APPROVED AS TO FORM:

Rodrigo Castro-Silva
County Counsel

CGI Technologies and Solutions Inc.

By: _____
Patrice Salseda
Principal Deputy County Counsel

By: _____
Joanna Robinson
Senior Vice President

LIST OF EXHIBITS

Attachments to Amendment Number Eight:

Exhibit C (Rates for Other Professional Services)

Exhibit E (Maintenance Provisions)

Exhibit H (License Provisions)

- Appendix A (License Materials and Additional Terms) to Exhibit H (License Provisions)
- Appendix B (IBM Kenexa BrassRing on Cloud SaaS Terms of Use) to Exhibit H (License Provisions)
- Appendix C (NEOGOV Service Agreement) to Exhibit H (License Provisions)

Exhibit I (County Mandatory Provisions)

Exhibit J (Schedule of Contract Documents)

Exhibit C – Rates for Other Professional Services

**No changes to Exhibit C with the
SLA, Amendment Number 8**

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Exhibit E – Maintenance Provisions

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The purpose of this Exhibit E is to restate Standard Maintenance Terms. The terms of this Exhibit E are as of the last date of signature.

ADVANTAGE STANDARD MAINTENANCE

The Maintenance Services under the Agreement are provided with respect to the Covered Software listed in Appendix A to Exhibit H.

1. DEFINITIONS

Capitalized terms used in this Exhibit E of the Agreement will have the meanings given below or in the context in which the term is used, as the case may be.

- A. “Covered Software” means the software listed in Appendix A (Licensed Materials) of Exhibit H (License Provisions) to the Agreement, including the Licensed Software and the Third-Party Software listed therein.
- B. “Enhancements” means changes or additions to the Covered Software, which CGI develops and makes available at no additional charge to licensees of the Covered Software who are under then-current maintenance agreements.
- C. “Error” means a material deviation of the Covered Software from the Licenses Documentation.
- D. “Licensed Documentation” has the meaning specified in Exhibit H (License Provisions) to the Agreement.
- E. “License Provisions” means Exhibit H (License Provisions) to the Agreement.
- F. “Maintenance Period” means the term of these Maintenance Provisions or any subsequent renewal period. Each of the Maintenance Periods is a twelve (12) month period and each twelve (12) month renewal period is a separate Maintenance Period. The Maintenance Periods are specified in Paragraph 23 (Advantage Standard Maintenance and Managed Advantage Lite Fees) of Amendment Number Eight.
- G. “Software Incident” means a material deviation of the Covered Software from the Licensed Documentation.
- H. “**Supported Release**” means a release of the CGI Advantage® Software for which CGI is actively providing fixes pursuant to the CGI Advantage Software Support Policy.

2. MAINTENANCE

- A. CGI Standard Support and Maintenance Services provide the COUNTY with the required ongoing enhancements to the Covered Software to address functional and technical changes. Specifically, the Standard Support and Maintenance Services provide these major components:
 - Internet access through our secure web site (<https://sc.cgi.com/solutionssupport/>), to a variety of 24x7 support materials.
 - Help Desk Support with direct phone, email, and web support on the baseline products through the CGI Client Support Center. Standard hours of operation are 8:00 am PT to 5:00 pm PT Monday-Friday. CGI can be reached <https://sc.cgi.com/solutionssupport/> via our online support website.

- Software Incident corrections to the Covered Software.
- Covered Software releases are provided periodically to address technical and functional compatibility with system software and ongoing regulatory changes and changes to business practices. Licensed Documentation updates are provided as part of each release. Additional Software Incident corrections will be included in releases, as dictated by testing requirements and the magnitude of the required change.
- Enhancements to the Covered Software are provided in new releases of the CGI Advantage solution.
- Membership to the CGI Advantage User Group. Membership provides the option to participate in various user group activities such as the annual CGI Forum, regional User Group meetings and voting for the User Group Steering Committee that works closely with CGI on a variety of COUNTY issues and concerns. Membership also provides each site the option of proposing a candidate for election to the User Group Steering Committee.

CGI will support the following features of the CGI Advantage solution:

- The system components that the COUNTY is currently contracted for and is paying maintenance on;
- The third-party software component releases that are compatible with the currently supported version of the CGI Advantage solution;
- The documented features of the CGI Advantage Software, as listed on the delivered on-line documentation and help files;
- All standard baseline features of the system, including configuration tables (e.g. Required Elements) of the CGI Advantage Software, that DO NOT include infrastructure or other programming code changes. Any COUNTY-specific configuration tables will not be supported.
- Classifications of all issues and software incidents according to the following schedule:

Issue Severity	Definition
1 - Critical	A problem causing critical impact to the COUNTY's business operation and no workaround is immediately available. Use of the System cannot continue. Resolution efforts begin upon notification and continue until resolved. If resolution requires a software correction, it is delivered as soon as resolved. Example : The Business is Down and Inoperable
2 - Serious	A problem causing significant impact to the COUNTY's business operation and any workaround is unacceptable on a long term basis. Essential functions of the System are affected such that there is a significant impact to the COUNTY's business operations. Work begins after Critical Issues are resolved and in consideration of Issue Priority for any other pending Issues. If resolution requires a software correction, it is made available as soon as resolved.

Issue Severity	Definition
	Example: Major Operations of the Business are either Down or Inoperable while some can continue
3 - Moderate	<p>A problem that impairs some functionality but a practical workaround exists such that there is not a material impact to the COUNTY's business operations. If resolution requires a software correction, the fix is made available as part of the next product FixPack, Minor or Major Release depending on the product roadmap. Moderate patches may be made available for the COUNTY to include in a future Patch Set.</p> <p>Example: One or more business processes are impacted, either in timeliness or availability, but the business is operational</p>
4 - Minor	<p>A problem that does not affect any production functions of the software and may be cosmetic in nature. A software defect exists but does not impede any functionality. These Issues are generally fixed in the next Minor or Major Release if reported prior to release cut-off date.</p> <p>Example: There are some issues with the normal processing, but the business is operational</p>

- B. CGI may, at its option, investigate and correct suspected Software Incidents at CGI's offices to the extent possible. If CGI's personnel travel to COUNTY's place of business at COUNTY's request to perform maintenance services, COUNTY will pay CGI for the travel time and the reasonable travel and other out-of-pocket expenses of CGI's personnel. If a suspected Software Incident is attributable to a cause other than the Covered Software as delivered by CGI, then COUNTY will pay for CGI's work on a time-and-materials basis. If the Covered Software module containing the Software Incident has been modified by non-CGI personnel, then upon prior written notice to COUNTY and COUNTY's written notice to proceed, CGI will charge COUNTY on a time-and-materials basis at CGI's then-current hourly rates for analyzing and fixing the Software Incident in COUNTY's version, and for any installation assistance COUNTY requires. All Time and Material rates hereunder shall be at the rate schedule set forth in Exhibit C (Rates for Other Professional Services) through Final Acceptance and thereafter at 25% off CGI's then current rate schedule, or in either case at rates mutually agreed to by the parties.
- C. At the expiration of the Maintenance Period stated in this Agreement, COUNTY may buy maintenance services for the Covered Software for subsequent Maintenance Periods in which CGI is offering maintenance services, at CGI's then current prices. COUNTY may obtain such maintenance services only if (i) COUNTY has paid the maintenance fee for all prior Maintenance Periods; and (ii) COUNTY incorporates into the Covered Software all releases, corrections, and Enhancements to the Covered Software that CGI has made available to COUNTY, no less than two (2) minor Supported Software releases prior to current release. Each renewal period Maintenance Period, if any, will be for one (1) year, unless otherwise requested by the COUNTY, and with COUNTY having the option at its sole discretion to renew for each one year portion of such

subsequent renewal Maintenance Period, such option being exercisable by COUNTY's Project Director.

- D. All Enhancements and corrections to the Covered Software and Licensed Documentation provided by CGI pursuant to this Agreement will become a part of the Covered Software and Licensed Documentation for the purposes of the License Agreement at the time they are provided to COUNTY and are hereby licensed to COUNTY as part of the Covered Software and Licensed Documentation pursuant to all of the terms and conditions of the License Agreement.

3. PAYMENT TERMS

- A. COUNTY will pay, upon execution of this Agreement, the maintenance fees for the initial Maintenance Period set forth in the Agreement. CGI will provide COUNTY with written notice of and an invoice for the maintenance fees for each subsequent Maintenance Period at least forty-five (45) calendar days prior to the expiration of the then-current Maintenance Period, but not more than sixty (60) days prior to the beginning of such portion of the Maintenance Period. CGI will not be obligated to provide maintenance services in any Maintenance Period (including the initial Maintenance Period) unless the maintenance fees for the Maintenance Period have been paid in full.
- B. All fees and expenses are to be paid to CGI in United States Dollars, by Electronic Funds Transfer ("**EFT**") to an account designated by CGI or by check sent to Bank of America, c/o CGI Technologies and Solutions Inc. at 12907 Collections Center Drive, Chicago, IL 60693. CGI's invoices are due and payable in full within thirty (30) calendar days from the date COUNTY receives them.

4. WARRANTIES AND REMEDIES FOR BREACH OF WARRANTY

- A. CGI warrants that the maintenance services will be performed in accordance with the criteria set forth herein, in a workmanlike manner consistent with industry standards reasonably applicable to the performance of such maintenance services. If COUNTY believes there has been a breach of this warranty and so notifies CGI in writing stating in reasonable detail the nature of the claimed breach within sixty (60) calendar days after the maintenance services are delivered to COUNTY by CGI, then CGI will promptly investigate the matter. If it is determined that there has been a breach of this warranty, then CGI's sole obligation, and COUNTY's exclusive remedy, will be for CGI to correct or re-perform any affected maintenance services as necessary to cause them to comply with this warranty. There will be no additional charge to COUNTY for the investigation and correction efforts performed by CGI, except as provided in Section 2.B. If CGI is unable to correct a breach of this warranty after repeated efforts, COUNTY will be entitled to recover its actual damages subject to the limitations and exclusions set forth in the Agreement.
- B. CGI is not responsible for any claimed breaches of the foregoing warranty to the extent caused by: (i) modifications made to the Covered Software or Licensed Documentation by anyone other than CGI or its contractors; or (ii) the combination, operation or use of the Covered Software or Licensed Documentation with any items that CGI did not supply to COUNTY, except to the

extent that such items would have been reasonably contemplated to be used in connection with the Covered Software; or (iii) COUNTY's failure to use any new or corrected versions of the Software or Documentation made available by CGI, except to the extent that CGI has committed to support earlier versions of the Covered Software used by COUNTY either in the Agreement or otherwise; or (iv) CGI's adherence to COUNTY's specifications or instructions, but only to the extent CGI has notified COUNTY in writing that such adherence would preclude CGI from satisfying its maintenance obligations hereunder.

- C. CGI does not warrant that the Covered Software will be error-free or that its operation will be uninterrupted. But will correct all Errors as set forth herein, provided that such Errors are discovered during a Maintenance Period.
- D. THE FOREGOING WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND ANY IMPLIED WARRANTIES ARISING FROM STATUTE, COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE.

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APPENDIX A
TO EXHIBIT H (LICENSE PROVISIONS)
LICENSED MATERIALS AND ADDITIONAL TERMS

This Appendix A replaces Appendix A to Exhibit H (License Provisions) of the Services and License Agreement dated April 06, 2004 (the “Agreement”) between CGI Technologies and Solutions Inc. (“CGI”) and the County of Los Angeles (“COUNTY”). This Appendix A provides an updated list of COUNTY’s Licensed Software.

1. **Licensed Software**. CGI is licensing to COUNTY the following computer software components comprising the Software:

CGI Advantage® Financial Management System, including the following modules:

- Financial Management Base System
 - Project and Grants Management
- 1099 Reporting – Added with Change Notice No. 92
- Asset Management
- Cash Management
- Grants Lifecycle Management
- Inventory Management
- Travel and Expense Management

CGI Advantage® Procurement System, including the following modules:
Procurement Professional
Vendor Self Service

CGI Advantage® Performance Budgeting

CGI Advantage® Human Resources Management System, including the following modules:

- Human Resource Management Base System
 - Benefits Administration
 - Position Control
 - Recruiting & Staffing

- HR Self Service
- Payroll Management

- Time & Attendance

CGI infoAdvantage® Server Bundle FIN

CGI infoAdvantage® Server Bundle HR

CGI Advantage® Case Management System v. 5.0 or higher

CGI Advantage® Inventory Mobile Application

CGI will provide new software or software updates to COUNTY in electronic format.

2. **Licensed Documentation.** Documentation for the Software listed in Section 1 of this Exhibit are set forth in the documentation available for download on the CGI website (<https://sc.cgi.com/advantage/>) or packaged with the Software installation; referred to in this Agreement as the “Documentation.”

Documentation for Bundled or Additional Third Party Software is available on the applicable third party website.

COUNTY may make a reasonable number of copies of the Documentation for COUNTY’s own use.

3. **License Type.** The Software is licensed to COUNTY on the following basis:
CGI provides an Enterprise License for Advantage Products. COUNTY is permitted to use the Licensed Software anywhere within Los Angeles County, California for COUNTY departments and offices and the purposes set forth in the Agreement, to which this Appendix A is attached.

Additional Third Party or Bundled Software licenses may be provided on a per license type (user, core, etc.) or site license. If needed, additional licenses may be purchased at then current rates.

4. **Work That May Be Processed.** COUNTY may only use the Software to process COUNTY’s own work and may not use the application as a service bureau. COUNTY MAY ONLY USE THE CGI infoADVANTAGE® SOFTWARE WITH CGI ADVANTAGE DATABASES.

5. **Third Party Software.** COUNTY acknowledges that certain bundled software products (the Bundled Software”) is required to be used in connection with the Software. CGI is providing the following Bundled Software to COUNTY:

DataConnect 11 Flex Batch Engine, Production (Subscription) – 3 Engine

DataConnect 11 Flex Batch Engine, Dev/Test (Subscription) – 10 Engine

(Dev/Test Subscription includes 5 named user developer licenses to be used with the Dev/Test engine)

DataConnect 11 Flex Developer – 12 Named User Licenses

Adobe RoboHelp® Office: User (per Developer): 1 license

IBM WebSphere Application Server (Site License with Versata); Applies to Advantage Financial and Advantage HRM

IBM WebSphere Application Server Network Deployment (3600 PVU); Applies to Advantage Performance Budgeting and CGI Advantage Case Management System

- Additional IBM terms included as Appendix C of this Exhibit H provided in CN 59

Micro Focus Server Express Developer (per Developer): 3 Named User Licenses

Micro Focus Server for COBOL AIX >100,000 Employees Production: 1 License

Micro Focus Server for COBOL AIX >100,000 Employees Non-Production: 1 License

Monsell EDM DeltaXML: Site License: 1 license

The NEOGOV Insight Enterprise solution is provided as a service in accordance with the terms of Appendix C of this Exhibit H provided in CN 84

Versata Logic Server (Site License): 1 License

Versata Logic Studio User (per Developer): 12 licenses

Bundled Software Products, which maintenance services have been canceled as indicated below and pursuant to the Proprietary Software Maintenance Agreement:

1099 Convey - Taxport™ Desktop: 1 License Workstation, 30,000 1099s & 10 Users; 1 license – Cancelled with this Change Notice No. 92

Action® Data Integrator Professional Developer User (per Developer): 10 Named Users - Maintenance services cancelled in July 2012

Adobe Present Central Pro (Server Licenses): 4 licenses– Maintenance services cancelled June 2016 Adobe Present Output Designer User (per Developer): 19 licenses – Maintenance services cancelled in July 2012 (8 Licenses) and June 2016 (11 Licenses)

Adobe FrameMaker – 1 Named User - Cancelled maintenance in Change Notice No. 82

Finite Matters, Ltd. PattenStream® (Server Licenses) - 2 Runtime/Developer Licenses (for Performance Budgeting use only) – Cancelled maintenance in Change Notice No. 82

IBM WebSphere Integrator Server Foundation: 1 License – Maintenance services cancelled in July 2012

IBM WebSphere Portal Processor: 200 PVU –Maintenance services cancelled July 2012

IRI CoSORT, IBMp690: 1 License – Maintenance services cancelled in June 2012

IRI CoSORT, IBM p5 595G/4: 4 Licenses – Maintenance services cancelled in June 2012

Kenexa BrassRing Enterprise (Site License); 1 license -Maintenance services cancelled November 2014

Kenexa BrassRing SmartApproval (Site License); 1 license - Maintenance services cancelled November 2014

Versata Logic Studio User (per Developer): 7 Licenses – Maintenance services cancelled June 2012

6. All rights of COUNTY in and to the Bundled Software Products will be governed by the terms and conditions of this Agreement, and any additional supplier terms and conditions attached to or referenced in this Exhibit A as indicated in the product list above in this Section 5. In the event of conflict between the terms and conditions of this Agreement and applicable attached supplier terms and conditions, the applicable supplier terms and conditions take precedence. Without limiting the generality of the immediately foregoing sentence, CGI does not itself give or make any warranty or indemnification of any kind with respect to the Third Party Software Products or Software as a Service (SaaS) Products. In addition, the Third Party Software Products and SaaS Products may contain or require the use of open source products. Any open source products incorporated in, or used with, the Software are subject to the applicable open source license agreement. Violation by COUNTY of the additional supplier terms and conditions attached to this Exhibit A may result in termination of COUNTY's right to use the application Third Party Software Products or SaaS Products under this Agreement. Such termination or changes in the Software which CGI may make from time to time may make it necessary for COUNTY to acquire, at its own expense, updated versions of the Third Party Software Products or SaaS Products or alternative products designated by CGI. If COUNTY terminates or cancels any Third Party / Bundled Software license or subscription at any time prior to the start of a Maintenance Period, CGI will, to the extent provided by the supplier, pro-rate the maintenance amount due upon such termination or cancellation and apply any prorated amount to a subsequent maintenance invoice.

Appendix B – IBM Kenexa BrassRing on Cloud SaaS Terms of Use to Exhibit H (License Provisions)

**Appendix B to Exhibit H is hereby deleted in its entirety with
this Amendment Number 8**

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Appendix C – NEOGOV Service Agreement to Exhibit H (License Provision)

**No changes to Appendix C to Exhibit H with the
SLA, Amendment Number 8**

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Exhibit I – County Mandated Provisions

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The purpose of this Exhibit I is to restate and update COUNTY Mandatory Provisions.

1. FAIR LABOR STANDARDS:

CGI shall comply with all applicable provisions of the Federal Fair Labor Standards Act, and shall indemnify, defend and hold harmless COUNTY, its officers, employees and agents 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 CGI's employees for which the COUNTY may be found jointly or solely liable.

2. NONDISCRIMINATION AND AFFIRMATIVE ACTION

2.1 CGI certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall 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.

2.2 CGI shall, pursuant to Los Angeles County Code Section 4.32, certify to and comply with the provisions of CGI's EEO Certification (Exhibit G).

2.3 CGI shall take affirmative action to ensure that applicants are employed, and that employees are treated equally 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 shall 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.

2.4 CGI 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, in compliance with all applicable Federal and State anti-discrimination laws and regulations.

2.5 CGI certifies that it, its subsidiaries are in compliance with all Federal, State, and local laws, including, but not limited to:

1. Title VII, Civil Rights Act of 1964;
 2. Section 504, Rehabilitation Act of 1973;
 3. Age Discrimination Act of 1975;
 4. Title IX, Education Amendment of 1973, as applicable; and
 5. Title 43, Part 17, Code of Federal Regulations, Subparts A & B,
- and that no person shall, 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 Agreement or under any project, program, or activity supported by this Agreement.

2.6 If County finds that any provisions of this Paragraph 2 have been violated, such violation shall, at the election of County, constitute a material breach of this Agreement upon which County may terminate or suspend this Agreement. While County reserves the right to determine independently that the anti-discrimination provisions of this Agreement have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that CGI has violated Federal or State antidiscrimination laws or regulations shall constitute a finding by County that CGI has violated the anti-discrimination provisions of this Agreement.

2.7 The parties agree that in the event CGI is found to have violated any of the anti-discrimination provisions of this Agreement, and that such discrimination was directly associated with the performance of services provided under this Agreement, County may require, pursuant to Los Angeles County Code Section 4.32.010(E), that CGI pay the sum of Five Hundred Dollars (\$500) for each such violation, as liquidated damages, and not as a penalty, in lieu of termination or suspension hereof, as actual damages are extremely difficult to ascertain or calculate precisely. In the alternative, County may elect to terminate this Agreement pursuant to Section 29 (Termination for Default).

2.8 The parties agree that for purposes of the calculation of the sum of liquidated damages in Subparagraph 2.7, an act of CGI affecting multiple employees shall be counted as a single violation.

3. **EMPLOYMENT ELIGIBILITY VERIFICATION:**

CGI 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 Agreement meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. CGI shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal statutes and regulations as they currently exist and as they may be hereafter amended.

CGI shall retain all such documentation for the period prescribed by law. CGI shall 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, but not limited to, defense costs and legal, accounting and other expert, consulting or professional fees, arising out of or in connection with any alleged violation by CGI of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work hereunder. Any legal defense pursuant to CGI's indemnification obligations under this Paragraph 3 shall be conducted by CGI and performed by counsel selected by CGI and approved by COUNTY (which approval shall not be unreasonably withheld) in writing. Notwithstanding the preceding sentence, COUNTY shall have the right to participate in any such defense at its sole cost and expense, except that in the event CGI fails to provide COUNTY with a full and adequate defense, as required by law or this Agreement, COUNTY shall be entitled to reimbursement for all such costs and expenses.

4. CONFLICT OF INTEREST:

4.1 CGI shall not employ in any capacity any employee, contractor or agent (or any spouse or economic dependent of such employee, contractor or agent) whose position with COUNTY enables such person to influence the award of this Agreement or any competing agreement or who has any other direct or indirect financial interest in this Agreement. CGI shall insure that no officer or employee of CGI who may financially benefit from the performance of work hereunder shall in any way participate in COUNTY's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence COUNTY's approval or ongoing evaluation of such work.

4.2 CGI shall comply with all conflict-of-interest laws, ordinances and regulations now in effect or hereafter to be enacted during the term of this Agreement. CGI warrants that it is not now aware of any facts which do or could create a conflict of interest. If CGI hereafter becomes aware of any facts which might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to COUNTY. Full written disclosure shall 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 shall be a material breach of the Agreement.

5. DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS:

5.1 CGI shall repair, or cause to be repaired, at its own cost, any and all damage to COUNTY Facilities, buildings or grounds caused by the negligence of CGI or employees or agents of CGI. Such repairs shall be made immediately after CGI has become aware of such damage, but in no event later than thirty (30) days after the occurrence.

5.2 If CGI fails to make timely repairs, COUNTY may make any necessary repairs. All costs incurred by COUNTY, as determined by COUNTY, for such repairs shall be repaid by CGI by cash payment upon demand, or without limitation of all COUNTY's other rights and remedies provided by law or under this Agreement, COUNTY may deduct such costs from any amounts due to CGI from COUNTY under this Agreement.

6. RESTRICTIONS ON LOBBYING:

6.1 Federal Funds Projects

If any Federal funds are to be used to pay for any portion of CGI's work under this Agreement, County shall notify CGI in writing in advance of such payment and CGI shall fully comply with all certification and disclosure requirements prescribed by Section 319 of Public Law 101-121 (31 United States Code Section 1352) and any implementing regulations, and shall ensure that each of its subcontractors receiving funds provided under this Agreement also fully complies with all such certification and disclosure requirements.

6.2 County Projects

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

7. NONDISCRIMINATION IN SERVICES:

7.1 CGI shall not discriminate in the provision of services hereunder because of race, color, religion, national origin, ancestry, sex, age, or physical or mental handicap, in violation of any applicable requirements of Federal or State law. For the purpose of this Paragraph 7, discrimination in the provision of services may include, but is not limited to, the following: denying any person any service or benefit or the availability of the facility, providing any service or benefit to any person which is not equivalent or is not provided in an equivalent manner or at an equivalent time to that provided to others; subjecting any person to segregation or separate treatment in any manner related to the receipt of any service; restricting any person in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit; and treating any person differently from others in determining admission, enrollment quota, eligibility, membership, or any other requirements or conditions which persons must meet in order to be provided any service or benefit.

7.2 CGI shall ensure that recipients of services under this Agreement are provided services without regard to race, color, religion, national origin, ancestry, sex, age, or condition of physical or mental handicap.

8. STAFF PERFORMANCE WHILE UNDER THE INFLUENCE:

CGI shall use reasonable efforts to ensure that no employee will perform services hereunder while under the influence of any alcoholic beverage, medication, narcotic or other substance which might impair his physical or mental performance.

9. CONTRACTOR RESPONSIBILITY AND DEBARMENT

9.1 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 County's policy to conduct business only with responsible contractors.

9.2 CGI is hereby notified that, in accordance with Chapter 2.202 of County Code, if County acquires information concerning the performance of CGI on this or other contracts which indicates that CGI is not responsible, County may, in addition to other remedies provided in this Agreement, debar CGI 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 to 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 CGI may have with County.

9.3 County may debar a contractor if County's Board of Supervisors finds, in its discretion, that CGI has done any of the following: (1) violated any term of a contract with County or a non-profit corporation created by County; (2) committed any act or omission which negatively reflects on CGI's quality, fitness, or capacity to perform a contract with County, any other public entity, or a non-profit corporation created by County, or engaged in a pattern of 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 County or any other public entity.

9.4 If there is evidence that CONTACTOR may be subject to debarment, County's Department of Public Social Services ("DPSS") will notify CGI in writing of the evidence which is the basis for the proposed debarment and will advise CGI of the scheduled date for a debarment hearing before the Contractor Hearing Board.

9.5 The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. CGI and/or CGI's representative shall be given an opportunity to submit evidence at that hearing. After that hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether CGI should be debarred, and, if so, the appropriate length of time of the debarment. CGI and DPSS shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

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

9.7 If CGI has been debarred for a period of longer than five (5) years, CGI 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. County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that CGI 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 interest of County.

9.8 The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) CGI 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 reductions of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing. The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

9.9 These terms shall also apply to subcontractors of County contractors.

10. **CONTRACTOR PERFORMANCE DURING CIVIL UNREST AND DISASTER:**
CGI recognizes that COUNTY provides services essential to the residents of the communities it serves, and that these services are of particular importance at the time of a riot, insurrection, civil unrest, natural disaster or similar event. Notwithstanding any other provision of this Agreement, full performance by CGI during any riot, insurrection, civil unrest, natural disaster or similar event is not excused to the extent such performance remains physically possible without related danger to CGI's or any Approved Subcontractors' employees and suppliers. During any such event in which the health or safety of any of CGI's staff members would be endangered by performing their services on-site, CGI shall ensure that such staff members use all reasonable efforts to perform any or all of their services remotely. Failure to comply with this requirement shall be considered a material breach of this Agreement by CGI for which COUNTY may immediately terminate this Agreement.
11. **CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM**
11.1 CGI acknowledges that County has established a goal of ensuring that all individuals who benefit financially from County through employment or contract are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

11.2 As required by the County's Child Support Compliance Program (County Code Chapter 2.200), and without limiting CGI's duty under this Agreement to comply with all applicable State and Federal provisions of law, CGI warrants that it is now in compliance and shall during the term of this Agreement maintain in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or 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).
12. **TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM**
Failure of CGI to maintain compliance with the requirements set forth in Paragraph 11 (Contractor's Warranty of Adherence to County's Child Support Compliance Program) shall constitute a default by CGI under this Agreement. Without limiting the rights and remedies available to County under any other provision of this Agreement, failure of CGI to cure such default within ninety (90) calendar days of written notice by County's Child Support Services Department shall be grounds upon which the County's Board of Supervisors may terminate this Agreement pursuant to Paragraph 29 (Termination for Default) and pursue debarment of CGI pursuant to Paragraph 9 (Contractor Responsibility and Debarment) of this Exhibit I (County Mandated Provisions)."
13. **CONTRACTOR'S ACKNOWLEDGMENT OF COUNTY'S COMMITMENT TO CHILD SUPPORT ENFORCEMENT:**
CGI acknowledges that COUNTY places a high priority on the enforcement of child support laws and the apprehension of child support evaders. CGI understands that it is

COUNTY's policy to encourage all COUNTY contractors to voluntarily post COUNTY's "L.A.'s Most Wanted: Delinquent Parents" poster in a prominent position at CGI's place of business. COUNTY's District Attorney will supply CGI with the poster to be used.

14. COUNTY'S QUALITY ASSURANCE PLAN:

COUNTY or its agent will evaluate CGI's performance under this Agreement on not less than an annual basis. Such evaluation will include assessing CGI's compliance with the terms and performance standards of this Agreement. CGI deficiencies which COUNTY determines are severe or continuing and that may place performance of the Agreement in jeopardy if not corrected will be reported to COUNTY's Board of Supervisors and listed in the appropriate contractor performance database. The report will include improvement / corrective action measures taken by COUNTY and CGI. If improvement that is consistent with the corrective action measures does not occur, COUNTY may terminate this Agreement or impose other penalties as specified in this Agreement.

15. NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT:

CGI shall notify its employees, and shall require each Subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the Federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice 1015.

16. RIGHT OF FIRST REFUSAL FOR EMPLOYMENT OPENINGS:

16.1 Should CGI require any additional personnel after the Effective Date to perform the services and other work set forth in this Agreement, CGI shall give the right of first refusal to such employment openings to COUNTY employees affected by this Agreement. Such offers of employment shall be in writing and shall be valid for a period of fifteen (15) days. CGI shall not engage the services of any other individuals until all such employees who are qualified for the job have been offered employment and have accepted, refused, or not responded within the fifteen (15) day period. Employment offers to COUNTY employees shall be under the same conditions and rate of compensation which apply to other individuals with the same skills, experience and competence who are employed or may be employed by CGI. CGI shall maintain records of each employment offer made to COUNTY employees and other individuals. Such records shall include a description of the position and duties, rate of pay and fringe benefits, and whether the offer was accepted, rejected, or not responded to.

16.2 COUNTY's employees who are employed by CGI under this provision shall not be discharged during the term of this Agreement except for cause.

16.3 Nothing in this provision shall be construed as creating an interest or right in any person or entity as a third-party beneficiary of this Agreement.

17. NO PAYMENT FOR SERVICES PROVIDED FOLLOWING EXPIRATION /
TERMINATION OF AGREEMENT

CGI shall have no claim against COUNTY for payment of any money or reimbursement, of any kind whatsoever, for any service provided by CGI after the expiration or other termination of this Agreement. Should CGI receive any such payment it shall immediately notify COUNTY and shall immediately repay all such funds to COUNTY.

Payment by COUNTY for services rendered after expiration/termination of this Agreement shall not constitute a waiver of COUNTY's right to recover such payment from CGI. This provision shall survive the expiration or other termination of this Agreement.

18. COMPLIANCE WITH THE COUNTY'S JURY SERVICE PROGRAM

18.1 Jury Service Program:

This Agreement 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.

18.2 Written Employee Jury Service Policy.

1. Unless CGI has demonstrated to the COUNTY's satisfaction either that CGI is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that CGI qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), CGI shall have and adhere to a written policy that provides that its Employees shall receive from CGI, 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 CGI or that CGI deduct from the Employee's regular pay the fees received for jury service.

2. For purposes of this Subparagraph, "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 \$50,000 or more in any 12-month period under one or more COUNTY contracts or subcontracts. "Employee" means any California resident who is a full-time employee of CGI. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the COUNTY, or 2) CGI has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If CGI uses any subcontractor to perform services for the COUNTY under this Agreement, the subcontractor shall also be subject to the provisions of this Subparagraph. The provisions of this Subparagraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

3. If CGI is not required to comply with the Jury Service Program when this Agreement commences, CGI shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and CGI shall immediately notify COUNTY if CGI at any time either comes within the Jury Service Program's definition of "Contractor" or if CGI no longer qualifies for an exception to the Jury Service Program. In either event, CGI shall immediately implement a written policy consistent with the Jury Service Program. The COUNTY may also require, at any time during this Agreement and at its sole discretion, that CGI demonstrate to the COUNTY's satisfaction that CGI either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that CGI continues to qualify for an exception to the Program.

4. CGI's violation of this Subparagraph of the Agreement may constitute a material breach of the Agreement. In the event of such material breach, COUNTY may, in its sole

discretion, terminate this Agreement and/or bar CGI from the award of future COUNTY contracts for a period of time consistent with the seriousness of the breach.

19. **CONSIDERATION OF HIRING GAIN/GROW PARTICIPANTS**

Should CGI require additional or replacement personnel after the effective date of this Agreement, CGI shall give consideration for any such employment openings to participants in the COUNTY's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet CGI's minimum qualifications for the open position. For this purpose, consideration shall mean that CGI will interview qualified candidates. The COUNTY will refer GAIN/GROW participants by job category to CGI. The County will refer GAIN-GROW participants by job category to CGI.

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

20. **NOTICE TO EMPLOYEES REGARDING SAFELY SURRENDERED BABY LAW**

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

21. **RECYCLED BOND PAPER**

Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at County landfills, CGI agrees to use recycled-content paper to the maximum extent possible in this Agreement.

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

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

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

Failure of the Contractor to maintain compliance with the requirements set forth in Section 22, "CONTRACTOR'S WARRANTY OF COMPLIANCE WITH County's DEFAULTED PROPERTY TAX REDUCTION PROGRAM" shall constitute default under this Contract. Without limiting the rights and remedies available to the County under any other provision of this Contract, failure of the Contractor to cure such default within 10

days of notice shall be grounds upon which COUNTY may terminate this contract and/or pursue debarment of the Contractor, pursuant to County's Defaulted Property Tax Reduction Program pursuant to Los Angeles County Code, Chapter 2.206.

24. NOTICE TO EMPLOYEES REGARDING COUNTY POLICY OF EQUITY

CGI agrees to comply, and cause its employees and subcontractors to comply, with the COUNTY's Policy of Equity in effect as of the effective date of the Amendment 6. COUNTY will notify CGI of any material changes to the Policy.

25. [RESERVED]

26. FACSIMILE REPRESENTATIONS

The County and the CGI hereby agree to regard facsimile representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Amendments prepared pursuant to subparagraph 8.1, and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed to Amendments to this Contract, such that the parties need not follow up facsimile transmissions of such documents with subsequent (non-facsimile) transmission of "original" versions of such documents.

27. TIME OFF FOR VOTING

CGI shall notify its employees, and shall require each subcontractor to notify and provide to its employees, information regarding the time off for voting law (Elections Code Section 14000).

28. COMPLIANCE WITH COUNTY'S ZERO TOLERANCE POLICY ON HUMAN TRAFICKING

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

If CGI or member of CGI's staff is convicted of a human trafficking offense, the County shall require that CGI or member of CGI'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 CGI's staff pursuant to this paragraph shall not relieve CGI of its obligation to complete all work in accordance with the terms and conditions of this Contract.

29. DEFAULT METHOD OF PAYMENT: DIRECT DEPOSIT OR ELECTRONIC FUNDS TRANSFER

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

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

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

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

COUNTY Contract Number: 74797

**EXHIBIT J – Schedule of Contract
Amendments and Change Notices**

Contract Document Reference Number	Date
Agreement # 74797	04/06/2004
Change Notice # 1	03/04/2005
Amendment # 1	04/19/2005
Change Notice # 2	07/01/2005
Change Notice # 3	10/12/2005
Change Notice # 4	10/12/2005
Change Notice # 5	01/01/2006
Change Notice # 6	03/08/2006
Change Notice # 7	04/20/2006
Change Notice # 8	06/14/2006
Change Notice # 9	06/14/2006
Change Notice # 10	06/14/2006
Change Notice # 11	07/12/2006
Change Notice # 12	08/09/2006
Change Notice # 13	08/09/2006
Change Notice # 14	08/09/2006
Change Notice # 15	09/20/2006
Change Notice # 16	09/20/2006
Amendment # 2	12/19/2006
Change Notice # 17	12/20/2006
Amendment # 3	05/08/2007
Change Notice # 18	05/09/2007
Change Notice # 19	08/08/2007
Change Notice # 20	09/12/2007
Change Notice # 21	11/19/2007
Change Notice # 22	12/12/2007
Change Notice # 23	01/09/2008
Change Notice # 24	03/12/2008
Change Notice # 25	03/12/2008

Contract Document Reference Number	Date
Change Notice # 26	07/09/2008
Change Notice # 27	09/10/2008
Change Notice # 28	09/25/2008
Amendment # 4	11/25/2008
Change Notice # 29	12/10/2008
Change Notice # 30	12/10/2008
Change Notice # 31	12/10/2008
Change Notice # 32	01/14/2009
Change Notice # 33	02/11/2009
Change Notice # 34	03/11/2009
Change Notice # 35	05/13/2009
Change Notice # 36	10/14/2009
Change Notice # 37	12/09/2009
Change Notice # 38	01/13/2010
Change Notice # 39	02/10/2010
Change Notice # 40	04/14/2010
Change Notice # 41	07/14/2010
Change Notice # 42	08/11/2010
Change Notice # 43	09/08/2010
Change Notice # 44	10/13/2010
Change Notice # 45	12/08/2010
Change Notice # 46	01/12/2011
Change Notice # 47	03/09/2011
Change Notice # 48	06/08/2011
Change Notice # 49	08/10/2011
Amendment # 5	10/04/2011
Change Notice # 50	11/09/2011
Change Notice # 51	12/07/2011
Change Notice # 52	02/08/2012
Change Notice # 53	03/14/2012
Change Notice # 54	06/13/2012
Change Notice # 55	07/11/2012
Change Notice # 56	09/12/2012
Change Notice # 57	10/10/2012

Contract Document Reference Number	Date
Change Notice # 58	11/14/2012
Change Notice # 59	02/13/2013
Change Notice # 60	05/08/2013
Change Notice # 61	06/12/2013
Change Notice # 62	08/14/2013
Change Notice # 63	09/11/2013
Change Notice # 64	10/09/2013
Change Notice # 65	02/12/2014
Change Notice # 66	03/12/2014
Change Notice # 67	05/14/2014
Change Notice # 68	03/12/2014
Change Notice # 69	07/09/2014
Change Notice # 70	02/11/2015
Change Notice #71	06/30/2015
Amendment # 6	07/21/2015
Change Notice # 72	08/12/2015
Change Notice # 73	11/18/2015
Change Notice # 74	12/09/2015
Change Notice # 75	02/10/2016
Change Notice # 76	03/09/2016
Change Notice # 77	06/08/2016
Change Notice # 78	07/13/2016
Change Notice # 79	08/10/2016
Change Notice # 80	10/12/2016
Change Notice # 81	11/09/2016
Change Notice # 82	12/14/2016
Change Notice # 83	02/08/2017
Change Notice # 84	04/12/2017
Change Notice # 85	05/10/2017
Change Notice # 86	06/14/2017
Change Notice # 87	08/09/2017
Change Notice # 88	09/13/2017
Change Notice # 89	12/13/2017
Change Notice # 90	03/14/2018

Contract Document Reference Number	Date
Change Notice # 91	04/11/2018
Change Notice # 92	10/10/2018
Amendment # 7	02/19/2019
Change Notice # 93	08/14/2019
Change Notice # 94	01/16/2020
Change Notice # 95	10/01/2020
Amendment # 8	9/15/2021



**COUNTY OF LOS ANGELES
DEPARTMENT OF AUDITOR-CONTROLLER**

KENNETH HAHN HALL OF ADMINISTRATION
500 WEST TEMPLE STREET, ROOM 525
LOS ANGELES, CALIFORNIA 90012-3873
PHONE: (213) 974-8301 FAX: (213) 626-5427

ARLENE BARRERA
AUDITOR-CONTROLLER

OSCAR VALDEZ
CHIEF DEPUTY AUDITOR-CONTROLLER

ASSISTANT AUDITOR-CONTROLLERS

**PETER HUGHES
KAREN LOQUET
CONNIE YEE**

July 28, 2021

TO: Supervisor Hilda L. Solis, Chair
Supervisor Holly J. Mitchell
Supervisor, Sheila Kuehl
Supervisor Janice Hahn
Supervisor Kathryn Barger

FROM: Arlene Barrera *Arlene Barrera*
Auditor-Controller

SUBJECT: **ADVANCE NOTIFICATION OF INTENT TO NEGOTIATE A SOLE
SOURCE AMENDMENT TO SERVICES AND LICENSE AGREEMENT
NUMBER 74797 WITH CGI TECHNOLOGIES AND SOLUTIONS INC.**

In accordance with Board Policy 5.100, this letter provides advance notification to the Board of Supervisors (Board), that the Los Angeles County Auditor-Controller (A-C) intends to return to the Board to request approval of an extension to the existing Sole Source Services and License Agreement (SLA) Number 74797 with CGI Technologies and Solutions Inc. (CGI) for continued software maintenance and support services (Services) for the County's enterprise financial and human resources (eCAPS/eHR) software applications and related services.

BACKGROUND

Since the original Board approved contract in April 2004 eCAPS and eHR web-based enterprise applications have been established as the integrated core financial and human resources management systems for all county departments. These applications have successfully provided critical financial, budget, procurement, inventory, capital asset, debt, contract, payroll and human resources management functionality to support the daily operations of all County departments.

JUSTIFICATION

The A-C is statutorily required to perform certain financial services on behalf of the County such as issuing payments to employees and vendors and preparing an Annual Comprehensive Financial Report (ACFR) to report publicly the financial condition of the County. Performing these responsibilities requires the establishment of an enterprise system that allows for the efficient administration of various accounting, procurement and payroll functions.

Feedback received in 2020 from 240 Subject Matter Experts in multiple County departments indicated several areas where improvements are desired such as mobile applications, procurement, and reporting/data analytics. Our current SLA expires in September 2022, and a two-year extension is necessary to enable the A-C and County stakeholders to evaluate whether to proceed with an upgrade to eCAPS and eHR or consider alternate solutions in order to improve County government operations, better serve the County's needs, and to operate in a fiscally-responsible and business-like manner.

CONCLUSION

Consistent with Board Policy 5.100, I am informing the Board of my intention to negotiate an Amendment with CGI to extend our existing SLA for two additional years. We will return to your Board for approval of the final negotiated sole source agreement.

If you have any questions, please contact me at (213) 974-8302 or at abarrera@auditor.lacounty.gov or your staff may contact Karen Loquet, Assistant Auditor-Controller, at (213) 974-0385 or KLoquet@auditor.lacounty.gov.

AB:OV:KL

c: Chief Executive Office
Executive Office, Board of Supervisors
County Counsel
Internal Services Department
Department of Human Resources

SOLE SOURCE CHECKLIST

Department Name: Auditor-Controller

☐

New Sole Source Contract

☒

Sole Source Amendment to Existing Contract

Date Existing Contract First Approved:

April 6, 2004

Check (✓)	JUSTIFICATION FOR SOLE SOURCE CONTRACTS Identify applicable justification and provide documentation for each checked item.
<input type="checkbox"/>	➤ Only one bona fide source (monopoly) for the service exists; performance and price competition are not available. A monopoly is an <i>“Exclusive control of the supply of any service in a given market. If more than one source in a given market exists, a monopoly does not exist.”</i>
<input type="checkbox"/>	➤ Compliance with applicable statutory and/or regulatory provisions.
<input type="checkbox"/>	➤ Compliance with State and/or federal programmatic requirements.
<input type="checkbox"/>	➤ Services provided by other public or County-related entities.
<input type="checkbox"/>	➤ Services are needed to address an emergent or related time-sensitive need.
<input type="checkbox"/>	➤ The service provider(s) is required under the provisions of a grant or regulatory requirement.
<input type="checkbox"/>	➤ Additional services are needed to complete an ongoing task and it would be prohibitively costly in time and money to seek a new service provider.
<input type="checkbox"/>	➤ Services are needed during the time period required to complete a solicitation for replacement services; provided services are needed for no more than 12 months from the expiration of an existing contract which has no available option periods.
<input checked="" type="checkbox"/>	➤ Maintenance and support services are needed for an existing solution/system during the time to complete a solicitation for a new replacement solution/ system; provided the services are needed for no more than 24 months from the expiration of an existing maintenance and support contract which has no available option periods.
<input type="checkbox"/>	➤ Maintenance service agreements exist on equipment which must be serviced by the original equipment manufacturer or an authorized service representative.
<input type="checkbox"/>	➤ It is more cost-effective to obtain services by exercising an option under an existing contract.
<input type="checkbox"/>	➤ It is in the best economic interest of the County (e.g., significant costs to replace an existing system or infrastructure, administrative cost savings and excessive learning curve for a new service provider, etc.) In such cases, departments must demonstrate due diligence in qualifying the cost-savings or cost-avoidance associated with the best economic interest of the County.

Chief Executive Office

Date

BOARD LETTER/MEMO – FACT SHEET OPERATIONS CLUSTER

☒ Board Letter

☐ Board Memo

☐ Other

OPS CLUSTER AGENDA REVIEW DATE	9/1/2021	
BOARD MEETING	9/21/2021	
DELEGATED AUTHORITY BOARD LETTER	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
SUPERVISORIAL DISTRICT AFFECTED	<ul style="list-style-type: none"> Supervisory District 1 Supervisory District 4 Supervisory District 5 	
DEPARTMENT	Internal Services Department (ISD)	
SUBJECT	Request for approval to award and execute one contract for landscape services.	
PROGRAM	N/A	
SOLE SOURCE CONTRACT	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain why: N/A	
DEADLINES/ TIME CONSTRAINTS	The current contract expires on December 31, 2021.	
COST & FUNDING	Total cost: \$716,152 (initial term)	Funding source: Funding source: Sufficient appropriation for the recommended contracts is included in ISD's Fiscal Year 2021-2022 Adopted Budget and sufficient appropriation will be requested in future years. Expenditures will be offset through billings to County departments.
	TERMS: Initial contract term of three years, with two one-year renewal options, and six month-to-month extensions, effective January 1, 2022.	
	Explanation: The current Landscape Services Contract for Region 2 expires on December 31, 2021 and there is a continuing need for contracted services to assist ISD in providing landscape services throughout the County. Approval of the recommendations will ensure that County departments continue to receive landscape services with no lapse in services.	
PURPOSE OF REQUEST	(1) Find that landscape services for Region 2 can be more economically performed by an independent contractor than by County employees, (2) Approve and instruct the Chair to sign the Landscape Services Contract for Region 2 with J. Orozco Enterprises, Inc. dba Orozco Landscape and Tree Company to provide service at various county facilities, (3) Authorize the Director of ISD, or designee, to exercise the renewal options and month-to-month extensions in accordance with the contract, add and delete facilities, approve necessary changes to the scope of services, and execute applicable contract amendments should the original contracting entities merge, be acquired, or otherwise have a change in entity, (4) Authorize the Director of ISD, or 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.	
BACKGROUND (include internal/external issues that may exist)	ISD currently contracts for landscape services for 17 County departments at approximately 140 buildings located throughout the County. The work is divided into six geographic regions with one contract per region. This requested contract will provide services to nine County facilities located in Region 2. Regions 1, 3, 4, 5, and 6 expire under its' initial term on March 31, 2022, not including the optional extensions.	
DEPARTMENTAL CONTACTS	Christie Carr, Division Manager, (323)267-3101, ccarr@isd.lacounty.gov	



SELWYN HOLLINS
Director

County of Los Angeles
INTERNAL SERVICES DEPARTMENT

1100 North Eastern Avenue
Los Angeles, California 90063

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

"Trusted Partner and Provider of Choice"

September 21, 2021

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

Dear Supervisors:

**REQUEST FOR APPROVAL AND AWARD OF
LANDSCAPE SERVICES CONTRACT FOR REGION 2
(ALL DISTRICTS – 3 VOTES)**

SUBJECT

Request approval to award and execute a contract with J. Orozco Enterprises, Inc. dba Orozco Landscape and Tree Company to provide landscape services for Region 2 at various county facilities.

IT IS RECOMMENDED THAT THE BOARD:

1. Find that landscape services for Region 2 can be more economically performed by an independent contractor than by County employees.
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 at various county facilities for a period 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 \$716,152 for the initial term.

3. Authorize the Director of Internal Services Department (ISD), or designee, to exercise the renewal options and month-to-month extensions in accordance with the attached contract, add and delete facilities, approve necessary changes to scope of services, and execute applicable contract amendments should the original contracting entities merge, be acquired, or otherwise have a change of entity.
4. Authorize the Director of ISD, or 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 ACTIONS

ISD currently contracts for landscape services at 140 facilities located throughout the County. The work is divided into six regions with one contract per region. Your Board approved the contracts for landscape services for five Regions (Regions 1, 3, 4, 5, and 6) on March 5, 2019, which expires under its' initial term on March 31, 2022. As such, the recommended contract is for Region 2 where ISD is currently providing services at nine County facilities. A listing of the nine County facilities by Supervisorial District is attached (Attachment 2). The existing landscape service contract for Region 2 will expire on December 31, 2021.

Based on the Proposition A (Prop A) cost analysis conducted; approval of recommendation No. 1 will find that the subject contract is cost effective.

Approval of the recommendation No. 2 to execute the subject contract will ensure that these County facilities continue to receive landscape services without interruption.

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 No. 3 will provide ISD with the ability to effectively manage these situations.

The contractor's rates are firm and fixed for the initial term of the contract. Approval of recommendation No. 4 will allow for a COLA based on the U.S. Department of Labor, Bureau of Labor Statistics' Consumer Price Index for Urban Consumers, if requested by the Contractor and approved by the County, in the renewal option years only.

IMPLEMENTATION OF STRATEGIC PLAN GOALS

The recommended contract supports the County's Strategic Plan Strategy III.3 (Operational Effectiveness, Fiscal Responsibility, and Accountability) by maximizing the effectiveness of the County's processes and operations to support timely delivery of customer oriented and efficient public service by providing landscape services countywide.

FISCAL IMPACT/FINANCING

The annual cost of the recommended contract is attached (Attachment 3). Sufficient appropriation for the recommended contract is included in ISD's Fiscal Year 2021-22 Adopted Budget and sufficient appropriation will be requested in future years. Expenditures will be offset through billings to County departments.

ISD conducted a Prop A cost analysis (Attachment 4) and took into consideration other low-cost resource options to ensure the recommended contract is cost effective.

The contract rates are fixed for the initial term of the contract. The contract allows for a COLA increase during the fourth and fifth years of the contract, if the option years are exercised. The COLA language in the contract complies with your Board's directive that COLAs for Living Wage contracts be limited to only the non-labor costs associated with the contract, unless the contractor can demonstrate an increase in labor cost.

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 the Board's required contract provisions including those pertaining to consideration of qualified County employees targeted for layoffs as well as qualified GAIN/GROW participants for employment openings, compliance with the Jury Service Ordinance, Safely Surrendered Baby Law and the Child Support program.

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, 2022, and thereafter.

CONTRACTING PROCESS

On November 24, 2020, ISD released a Request for Proposals (RFP) for Landscape Services and posted the solicitation and contracting opportunity announcement on the County's eCAPS/Vendor Self Service website (Attachment 5). Notice of the RFP was sent by electronic mail to 226 vendors registered with the County (Attachment 6). In addition, the contracting opportunity was advertised in the following publications: Los Angeles Times, Long Beach Press Telegram, and *La Opinión* (Spanish language newspaper).

To increase opportunities for Preference Program Enterprises, ISD regularly participates in outreach efforts such as vendor fairs with the Department of Consumer and Business Affairs, and other County departments.

On December 14, 2020, two vendors attended the virtual mandatory proposer's conference. On January 19, 2021, two proposals were received. Each proposal was reviewed for responsiveness and compliance with the minimum requirements set forth in the RFP. All proposals received met the minimum requirements and were evaluated by an evaluation committee in accordance with the evaluation process identified in the RFP. The non-selected proposer did not request debriefing. There was no protest resulting from this solicitation.

The recommended proposer for Region 2 met the criteria to qualify as a 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 7).

On final analysis and consideration of the award, the recommended contractor was selected without regard to gender, race, color, creed, or national origin.

Proposition A cost analysis was conducted, and the recommended contract meets the Proposition 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 Honorable Board of Supervisors
September 21, 2021
Page 5

CONCLUSION

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

Respectfully submitted,

SELWYN HOLLINS
Director

SH:MO:CC:ew

Attachments

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

BOARD LETTER **ATTACHMENTS**

1. Region 2 Contract
2. Region 2 County Facilities by Supervisorial District
3. Initial Term Estimated Contract Costs
4. Proposition A Cost Analysis for the recommended contractor
5. Solicitation and Contracting Opportunity Announcement
6. List of Registered Vendors
7. Community Business Enterprise Program Information as Provided by Contractor(s)



CONTRACT BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

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

FOR

LANDSCAPE SERVICES (REGION 2)

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**CONTRACT BETWEEN
COUNTY OF LOS ANGELES
AND
J. OROZCO ENTERPRISES INC DBA OROZCO LANDSCAPE AND
TREE COMPANY
FOR
LANDSCAPE SERVICES**

This Contract ("Contract") made and entered into this ____ day of _____, 20____ 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". J. Orozco Enterprises Inc DBA 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 APPLICABLE DOCUMENTS

- 1.1 Exhibits A, B, C, D, E, F, G, H, I, J, K, L, and M 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 shall be resolved by giving precedence first to the terms and conditions of the Contract and then to the Exhibits according to the following priority.

Standard Exhibits:

- 1.1 Exhibit A - Statement of Work
- 1.2 Exhibit B - Pricing Sheet
- 1.3 Exhibit C - Facility and Landscape Specification Sheets
- 1.4 Exhibit D - Contractor's EEO Certification
- 1.5 Exhibit E - County's Administration
- 1.6 Exhibit F - Contractor's Administration
- 1.7 Exhibit G - Contractor Acknowledgement and Confidentiality Agreement
- 1.8 Exhibit H - Jury Service Ordinance
- 1.9 Exhibit I - Safely Surrendered Baby Law

Unique Exhibits:

Prop A - Living Wage Program

- 1.10 Exhibit J - Living Wage Ordinance
- 1.11 Exhibit K - Living Wage Rate Annual Adjustments
- 1.12 Exhibit L - Payroll Statement of Compliance

SB 1262 - Nonprofit Integrity Act of 2004

- 1.13 Exhibit M - Charitable Contributions Certification

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 shall be valid unless prepared pursuant to Paragraph 8.1 (Amendments) and signed by both parties.

2 DEFINITIONS

2.1 Standard Definitions:

2.1.1 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 shall be construed to have the following meaning, unless otherwise apparent from the context in which they are used.

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

2.1.1.2 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

2.1.1.3 Contract Discrepancy Report: A report that identifies specific problems, failures and other key performance issues in Contractor's performance that require corrective action.

2.1.1.4 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.

2.1.1.5 Contractor Project Manager: The person designated by the Contractor to administer the Contract operations under this Contract.

2.1.1.6 County Contract 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.

2.1.1.7 **County 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.

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

2.1.1.9 **County Recognized Holidays:** The following days of the year:

- New Year's Day (January 1)
- Martin Luther King's Birthday (Third Monday in January)
- Presidents Day (Third Monday in February)
- Cesar Chavez Day (Last Monday in March)
- Memorial Day, (Last Monday in May)
- Independence Day (July 4)
- Labor Day (First Monday in September)
- Indigenous People's Day (Second Monday in October)
- Veterans Day (November 11)
- Thanksgiving Day (Fourth Thursday in November)
- Day after Thanksgiving (Friday after Thanksgiving)
- Christmas Day (December 25)

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

2.1.1.11 **District Manager:** County Facility Operations Services (FOS) Manager responsible for landscape services in the County.

2.1.1.12 **Facilities:** Property(ies) owned and/or operated by the County of Los Angeles.

2.1.1.13 **Facilities Operation Services (FOS):** Internal Service Department (ISD) operation responsible for providing landscape services to County Departments.

- 2.1.1.14 **Fiscal Year:** The twelve (12) month period beginning July 1st and ending the following June 30th.
- 2.1.1.15 **Internal Services Department (ISD):** The County Department responsible for administration of the contract.
- 2.1.1.16 **Performance Requirements Summary (PRS):** Performance standards document which identifies key performance indicators that will be evaluated by County to ensure that Contractor meets the required services under this Contract.
- 2.1.1.17 **Regions:** Grouping of facilities within areas of Los Angeles County.
- 2.1.1.18 **Statement of Work:** The directions, provisions, and requirements provided herein and special provisions pertaining to the method, frequency, manner and place of performing the contract services.
- 2.1.1.19 **Subcontract:** An agreement by the contractor to employ a subcontractor to provide services to fulfill this contract.
- 2.1.1.20 **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 WORK

- 3.1 Pursuant to the provisions of this Contract, the Contractor shall fully perform, complete and deliver on time, all tasks, deliverables, 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 shall be deemed to be a gratuitous effort on the part of the contractor, and the contractor shall have no claim whatsoever against the County.

4 TERM OF CONTRACT

- 4.1 The term of this Contract shall be three (3) years commencing on January 1, 2022, unless sooner terminated or extended, in whole or in part, as provided in this Contract.
- 4.2 The County shall have the sole option to extend this Contract term for up to two (2) additional one (1) year 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 Director of ISD or his/her designee as authorized by the Board of Supervisors.

The County maintains databases that track/monitor contractor performance history. Information entered into such databases may be used for a variety of purposes, including determining whether the County will exercise a contract term extension option.

- 4.3 The Contractor shall notify ISD 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 shall send written notification to ISD at the address herein provided in Exhibit E - County's Administration.

5 CONTRACT SUM

5.1 Total Contract Sum

- 5.1.1 The Contract Sum under this agreement shall 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 shall provide services at the rates identified in Exhibit B, Pricing Sheet(s).

5.2 Written Approval for Reimbursement

- 5.2.1 The Contractor shall 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, shall

not occur except with the County's express prior written approval.

5.3 Notification of 75% of Total Contract Sum

5.3.1 The Contractor shall 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 shall send written notification to ISD at the address herein provided in Exhibit E - County's Administration.

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

5.4.1 The Contractor shall 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 shall immediately notify County and shall immediately repay all such funds to County. Payment by County for services rendered after expiration-termination of this Contract shall not constitute a waiver of County's right to recover such payment from the Contractor. This provision shall survive the expiration or other termination of this Contract.

5.5 Invoices and Payments

5.5.1 The Contractor shall invoice the County only for providing the tasks, deliverables, goods, services, and other work specified in Exhibit A - Statement of Work and elsewhere hereunder. The Contractor shall prepare invoices, which shall include the charges owed to the Contractor by the County under the terms of this Contract. The Contractor's payments shall be as provided in Exhibit B (Pricing Sheet) and the Contractor shall 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 shall be due to the Contractor for that work.

5.5.2 The Contractor's invoices shall be priced in accordance with Exhibit B (Pricing Sheet).

5.5.3 The Contractor's invoices shall contain the information set forth in Exhibit A (Statement of Work) describing the tasks, deliverables, goods, services, work hours, and facility and/or other work for which payment is claimed.

5.5.4 The Contractor shall submit the monthly invoices to the County by the 15th calendar day of the month following the month of service. If the 15th calendar day of the month falls on a Friday, or on a weekend, the Contractor shall submit the monthly invoice to the County by the Thursday prior to the 15th. Invoices are approved by the County by the 15th calendar day of the month following the month of services.

Invoices for as-needed services and/or additional work are received and approved by the County within 30 days of the date service is performed.

Prop A - Living Wage Program:

No invoice will be approved for payment unless the following is included:

• Exhibit L - Payroll Statement of Compliance

5.5.5 All invoices under this Contract shall be submitted in two (2) copies to the following address:

Internal Services Department
1100 North Eastern Avenue
Los Angeles, CA 90063

Attention: Contract Unit Supervisor, Finance, Room 222

5.5.6 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 shall the County be liable or responsible for any payment prior to such written approval. Approval for payment will not be unreasonably withheld.

5.5.7 Local Small Business Enterprises – Prompt Payment Program

Certified Local Small Business Enterprises (LSBEs) will receive prompt payment for services they provide to County departments. Prompt payment is defined as fifteen (15) calendar days after receipt of an undisputed invoice.

5.6 Cost of Living Adjustments (COLA's)

5.6.1 If requested by the Contractor, the contract (hourly, daily, monthly, etc.) amount for the two (2) additional one-year option periods identified in Section 4.2 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 anniversary date, which shall be the effective date for any Cost of Living Adjustment (COLA). However, any increase shall 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. 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 show that his/her labor cost will actually increase. Further, before any COLA increase shall take effect and become part of this Contract, it shall require a written amendment to this Contract first, that has been formally approved and executed by the parties.

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

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

5.7.2 The Contractor shall submit a direct deposit authorization request via the website <https://directdeposit.lacounty.gov> with banking and vendor information, and any other information that the A-C determines is reasonably

necessary to process the payment and comply with all accounting, record keeping, and tax reporting requirements.

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

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

6 ADMINISTRATION OF CONTRACT - COUNTY

6.1 County Administration

6.1.1 A listing of all County Administration referenced in the following subparagraphs are designated in Exhibit E - County's Administration. The County will notify the Contractor in writing of any change in the names or addresses shown.

6.2 County's Project Director

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

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

6.2.1.2 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, shall 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

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

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

6.3.1.2 Inspecting any and all tasks, deliverables, goods, services, or other work provided by or on behalf of the Contractor; however, in no event shall 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 Contract Project Monitor

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

7 ADMINISTRATION OF CONTRACT - CONTRACTOR

7.1 Contractor Administration

A listing of all of Contractor's Administration referenced in the following paragraphs is designated in Exhibit F (Contractor's Administration). The Contractor will notify the County in writing of any change in the names or addresses shown.

7.2 Contractor's Project Manager

7.2.1 The Contractor's Project Manager is designated in Exhibit F (Contractor's Administration). The Contractor shall notify the County in writing of any change in the name or address of the Contractor's Project Manager.

7.2.2 The Contractor's Project Manager shall be responsible for the Contractor's day-to-day activities as related to this

Contract and shall meet and coordinate with County's Project Manager and County's Contract Project Monitor on a regular basis.

7.3 Approval of Contractor's Staff

- 7.3.1 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.
- 7.3.2 Contractor shall assign a sufficient number of employees to perform the required work as defined in the SOW,
- 7.3.3 Contractor shall immediately remove any contractor's staff assigned to a County Facility upon County's request.

7.4 Contractor's Staff Identification

All of Contractor's employees assigned to County facilities are required to have a County Identification (ID) badge on their person and visible at all times. Contractor bears all expense of the badging.

- 7.4.1 Contractor is responsible to ensure that employees 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 shall notify the County within one business day when staff is terminated from working under this Contract. Contractor shall 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 shall retrieve and return an employee's County ID badge to the County on the next business day after the employee has been removed from working on the County's Contract.
- 7.4.4 Improper or fraudulent use of County ID badges or failure of Contractor to return the employee's County ID badge will result in County's filing of a Contract Discrepancy Report

with damages assessed as described in the SOW, Performance Requirement Summary.

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, shall 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 shall not be limited to, criminal conviction information. The fees associated with the background investigation shall be at the expense of the Contractor, regardless of whether the member of Contractor's staff passes or fails the background investigation.

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 shall 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

7.5.2 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.

7.5.3 Disqualification of any member of Contractor's staff pursuant to this Paragraph 7.5 shall 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 shall 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 shall 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 7.6, as determined by County in its sole judgment. Any legal defense pursuant to contractor's indemnification obligations under this Paragraph 7.6 shall be conducted by contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall 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 shall 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 shall 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 shall inform all of its officers, employees, agents and subcontractors providing services hereunder of the confidentiality provisions of this Contract.
- 7.6.4 Contractor shall sign and adhere to the provisions of the "Contractor Acknowledgement and Confidentiality Agreement", Exhibit G1.

8 STANDARD TERMS AND CONDITIONS

8.1 Amendments

- 8.1.1 For any change which affects the scope of work, term, contract sum, payments, or any term or condition included under this Contract, an amendment to the Contract shall be prepared and executed by the contractor and by Director of ISD or his/her designee.

- 8.1.2 The County's Board of Supervisors 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 of Supervisors or Chief Executive Officer. To implement such changes, an Amendment to the Contract shall be prepared and executed by the contractor and by Director of ISD or his/her designee.
- 8.1.3 The Director of ISD or his/her designee, may at his/her sole discretion, authorize extensions of time as defined in Paragraph 4 - Term of Contract. The contractor agrees that such extensions of time shall 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 shall be prepared and executed by the contractor and by Director of ISD or his/her designee.
- 8.1.4 County reserves the right to add or change facilities as County deems appropriate. Such changes shall be based on the hourly rates listed in Exhibit B, Pricing Sheet, and Contractor and County will negotiate a mutually agreeable price. County also reserves the right to obtain facility pricing or receive bids from other Region(s) Contract vendors. In the event any additions or changes are made, an Amendment shall be prepared and executed by the County's Director of ISD, or his/her designee.

8.2 Assignment and Delegation/Mergers and Acquisitions

- 8.2.1 The contractor shall 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 shall not assign its rights or delegate its duties under this Contract, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this paragraph, County consent shall require a written Amendment to the Contract, which is formally approved and

executed by the parties. Any payments by the County to any approved delegatee or assignee on any claim under this Contract shall be deductible, at County's sole discretion, against the claims, which the contractor may have against the County.

8.2.3 Shareholders, partners, members, or other equity holders of contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Contract, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Contract.

8.2.4 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, shall be a material breach of the Contract which may result in the termination of this Contract. In the event of such termination, County shall be entitled to pursue the same remedies against contractor as it could pursue in the event of default by contractor.

8.3 Authorization Warranty

8.3.1 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

8.4.1 In the event that the County's Board of Supervisors 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 shall also be reduced correspondingly. The County's notice to the contractor regarding said reduction in payment obligation shall 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 shall continue to provide all of the services set forth in this Contract.

8.5 Complaints

8.5.1 The contractor shall develop, maintain and operate procedures for receiving, investigating and responding to complaints.

8.5.2 Complaint Procedures

8.5.2.1 Within seven (7) business days after the Contract effective date, the contractor shall provide the County with the contractor's policy for receiving, investigating and responding to user complaints.

8.5.2.2 The County will review the contractor's policy and provide the contractor with approval of said plan or with requested changes.

8.5.2.3 If the County requests changes in the contractor's policy, the contractor shall make such changes and resubmit the plan within two (2) business days for County approval.

8.5.2.4 If, at any time, the contractor wishes to change the contractor's policy, the contractor shall submit proposed changes to the County for approval before implementation.

8.5.2.5 The contractor shall 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.

8.5.2.6 When complaints cannot be resolved informally, a system of follow-through shall be instituted which

adheres to formal plans for specific actions and strict time deadlines.

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

8.6 Compliance with Applicable Law

- 8.6.1 In the performance of this Contract, contractor shall 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 shall 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 Paragraph 8.6 (Compliance with Applicable Law) shall be conducted by contractor and performed by counsel selected by contractor and approved by County. Notwithstanding the preceding sentence, County shall 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 shall 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 shall 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

- 8.7.1 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 shall, 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. The contractor shall comply with Exhibit D - Contractor's EEO Certification.

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, a copy of which is attached as Exhibit H and incorporated by reference into and made a part of this Contract.

8.8.2 Written Employee Jury Service Policy.

1. 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 shall have and adhere to a written policy that provides that its Employees shall receive from the contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the contractor or that the contractor deduct from the Employee's regular pay the fees received for jury service.
2. 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 shall also be subject to the provisions of this paragraph. The provisions of this paragraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

3. If the contractor is not required to comply with the Jury Service Program when the Contract commences, the contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and the contractor shall 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 shall 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.
4. 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, shall 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 shall 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 shall 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 shall immediately make full written disclosure of such facts to the County. Full written disclosure shall 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 shall be a material breach of this Contract.

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

- 8.10.1 Should the contractor require additional or replacement personnel after the effective date of this Contract to perform the services set forth herein, the contractor shall 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-GROW Participants

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

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

- 8.11.2 In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees shall 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 of Supervisors 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

- 8.12.4.1 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.
- 8.12.4.2 The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The contractor and/or the contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the contractor should be debarred, and, if so, the appropriate length of time of the debarment. The contractor and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.
- 8.12.4.3 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 shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
- 8.12.4.4 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.

8.12.4.5 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 shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

8.12.4.6 The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall 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 shall also apply to subcontractors of County contractors.

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

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

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 shall during the term of this Contract maintain in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or 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 of Supervisors 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.

The Contractor's Project Manager or designee shall meet monthly or as requested by County with the County Contract Project Monitor and inspect the facility on any shift to ensure the quality of the landscape services being performed. A summary report of findings, including all deficiencies, will be prepared by the County and submitted to Contractor for remedial action. Contractor will provide Performance Monthly Inspection Report by the 15th of the following month and a copy will be provided to the County Project Manager the report 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 shall 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 shall 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 shall 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 shall 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 shall retain all such documentation for all covered employees for the period prescribed by law.

- 8.17.2 The contractor shall 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 shall be deemed an original but all of which together shall constitute one and the same Contract. The facsimile, email or electronic signature of the Parties shall be deemed to constitute original signatures, and facsimile or electronic copies hereof shall be deemed to constitute duplicate originals.

The County and the Contractor hereby agree to regard electronic representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Amendments prepared pursuant to Paragraph 8.1 (Amendments) and 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

- 8.19.1 The contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act and shall 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 shall 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 shall 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 shall 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 shall 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 shall be exclusively in the County of Los Angeles.

8.22 Independent Contractor Status

- 8.22.1 This Contract is by and between the County and the contractor and is not intended, and shall 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 shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.
- 8.22.2 The contractor shall 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 shall 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 shall 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 shall adhere to the provisions stated in Paragraph 7.6 (Confidentiality).

8.23 Indemnification

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

8.24 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 shall 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

- 8.24.2.1** Certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) has been given Insured status under the contractor's General Liability policy, shall be delivered to County at the address shown below and provided prior to commencing services under this Contract.
- 8.24.2.2** Renewal Certificates shall 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 subcontractor insurance policies at any time.
- 8.24.2.3** Certificates shall 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 shall match the name of the contractor identified as the contracting party in this Contract. Certificates shall 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.

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

8.24.2.5 Certificates and copies of any required endorsements shall be sent to:

Internal Services Department
1100 North Eastern Avenue
Los Angeles, CA 90063
Attention: Armen Tarkhanyan, Administrative
Services Manager I

8.24.2.6 Contractor also shall 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 shall 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 of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, employees and volunteers (collectively County and its Agents) shall 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 shall 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 shall 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 shall provide County with, or contractor's insurance policies shall contain a provision that County shall 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 shall 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 shall 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 shall 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 Shall Be Primary

Contractor's insurance policies, with respect to any claims

related to this Contract, shall be primary with respect to all other sources of coverage available to contractor. Any County maintained insurance or self-insurance coverage shall 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 shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.

8.24.9 Subcontractor Insurance Coverage Requirements

Contractor shall include all subcontractors as insureds under contractor's own policies, or shall provide County with each subcontractor's separate evidence of insurance coverage. Contractor shall be responsible for verifying each subcontractor complies with the Required Insurance provisions herein, and shall require that each subcontractor name the County and contractor as additional insureds on the subcontractor's General Liability policy. Contractor shall 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 shall 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 shall 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 shall precede the effective date of this Contract. Contractor understands and

agrees it shall 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 the underlying primary policies, to satisfy the Required Insurance provisions.

8.24.13 Separation of Insureds

All liability policies shall 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 shall 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 shall 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 one million (\$1,000,000) 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 shall 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, and the endorsement form shall be modified to provide that County will receive not less than thirty (30) days advance written notice of cancellation of this coverage provision. If applicable to contractor's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

8.26 Liquidated Damages

8.26.1 If, in the judgment of the Department Head, or his/her designee, the contractor is deemed to be non-compliant with the terms and obligations assumed hereby, the Department Head, or his/her designee, at his/her 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 Department Head, or his/her designee, in a written notice describing the reasons for said action.

8.26.2 If the Department Head, or his/her designee, determines that there are deficiencies in the performance of this Contract that the Department Head, or his/her designee,

deems are correctable by the contractor over a certain time span, the Department Head, or his/her 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 Department Head, or his/her 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 as specified in the Performance Requirements Summary (PRS) Chart, as defined in Exhibit 2 of Exhibit A (Statement of Work) hereunder, and that the contractor shall be liable to the County for liquidated damages in said amount. Said amount shall 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 shall 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 shall 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 shall 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

8.27.1 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 shall 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 shall 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 The contractor shall certify to, and comply with, the provisions of Exhibit D (Contractor's EEO Certification).
- 8.28.3 The contractor shall 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 shall 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 shall comply with all applicable Federal and State laws and regulations to the end that no person shall, 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 shall 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 shall 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 Fair Employment and Housing Commission or the Federal Equal Employment Opportunity Commission that the contractor has violated Federal or State anti-discrimination laws or regulations shall 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 shall, 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

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

8.30 Notice of Delays

- 8.30.1 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 shall, within one (1) business day, give notice thereof, including all relevant information with respect thereto, to the other party.

8.31 Notice of Disputes

- 8.31.1 The contractor shall 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 of ISD, or designee shall resolve it.

8.32 Notice to Employees Regarding the Federal Earned Income Credit

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

8.33 Notice to Employees Regarding the Safely Surrendered Baby Law

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

8.34 Notices

- 8.34.1 All notices or demands required or permitted to be given or made under this Contract shall be in writing and shall 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 E - County's Administration and F - Contractor's Administration. Addresses may be changed by either party giving ten (10) days prior written notice thereof to the other party. The Director of ISD, or his/her designee shall have the authority to issue all notices or demands required or permitted by the County under this Contract.

8.35 Prohibition Against Inducement or Persuasion

- 8.35.1 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 shall 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.

8.36 Public Records Act

- 8.36.1 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 8.38 (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 shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". The County shall 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.
- 8.36.2 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.

8.37 Publicity

- 8.37.1 The contractor shall 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 shall not

inhibit the contractor from publishing its role under this Contract within the following conditions:

8.37.1.1 The contractor shall develop all publicity material in a professional manner; and

8.37.1.2 During the term of this Contract, the contractor shall not, and shall 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. The County shall not unreasonably withhold written consent.

8.37.2 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 of Los Angeles, provided that the requirements of this Paragraph 8.37 (Publicity) shall apply.

8.38 Record Retention and Inspection-Audit Settlement

8.38.1 The contractor shall maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. The contractor shall 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, shall 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, shall be kept and maintained by the contractor and shall 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 shall be maintained by the contractor at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the contractor shall 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.

- 8.38.2 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 shall 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 shall 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 shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.
- 8.38.4 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 shall 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 shall be paid to the contractor by the County by cash payment, provided that in no event shall the County's maximum obligation for this Contract exceed the funds appropriated by the County for the purpose of this Contract.
- 8.38.5 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 shall 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, shall be kept and maintained by the contractor and shall 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 shall 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 shall 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.

8.39 Recycled Bond Paper

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

8.40 Subcontracting

- 8.40.1 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.

- 8.40.2 If the contractor desires to subcontract, the contractor shall provide the following information promptly at the County's request:
- 8.40.2.1 A description of the work to be performed by the subcontractor;
 - 8.40.2.2 A draft copy of the proposed subcontract; and
 - 8.40.2.3 Other pertinent information and/or certifications requested by the County.
- 8.40.3 The contractor shall 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.
- 8.40.4 The contractor shall 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.
- 8.40.5 The County's consent to subcontract shall 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.
- 8.40.6 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 shall forward a fully executed subcontract to the County for their files.
- 8.40.7 The contractor shall 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.
- 8.40.8 The contractor shall 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 shall ensure delivery of all such documents to:

Internal Services Department
Contracting Division, Contracts Section
1100 North Eastern Avenue, 1st Floor
Los Angeles, CA 90063

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

8.41.1 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) shall 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 shall be grounds upon which the County may terminate this Contract pursuant to Paragraph 8.43 (Termination for Default) and pursue debarment of the contractor, pursuant to County Code Chapter 2.202.

8.42 Termination for Convenience

8.42.1 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 shall be effected 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 shall be no less than ten (10) days after the notice is sent.

8.42.2 After receipt of a notice of termination and except as otherwise directed by the County, the contractor shall:

8.42.2.1 Stop work under this Contract on the date and to the extent specified in such notice, and

8.42.2.2 Complete performance of such part of the work as shall not have been terminated by such notice.

8.42.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of the contractor under this Contract shall be maintained by the

contractor in accordance with Paragraph 8.38 (Record Retention and Inspection-Audit Settlement).

8.43 Termination for Default

8.43.1 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:

8.43.1.1 Contractor has materially breached this Contract;
or

8.43.1.2 Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Contract; or

8.43.1.3 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.

8.43.2 In the event that the County terminates this Contract in whole or in part as provided in Paragraph 8.43.1, 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 shall 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 shall continue the performance of this Contract to the extent not terminated under the provisions of this paragraph.

8.43.3 Except with respect to defaults of any subcontractor, the contractor shall not be liable for any such excess costs of the type identified in Paragraph 8.43.2 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 shall 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.

- 8.43.4 If, after the County has given notice of termination under the provisions of Paragraph 8.43 (Termination for Default) it is determined by the County that the contractor was not in default under the provisions of Paragraph 8.43 (Termination for Default) or that the default was excusable under the provisions of subparagraph 8.43.3, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Paragraph 8.42 (Termination for Convenience).
- 8.43.5 The rights and remedies of the County provided in this Paragraph 8.43 (Termination for Default) shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.44 Termination for Improper Consideration

- 8.44.1 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 this Contract or securing favorable treatment with respect to the award, amendment, or extension of this Contract or the making of any determinations with respect to the contractor's performance pursuant to this Contract. In the event of such termination, the County shall be entitled to pursue the same remedies against the contractor as it could pursue in the event of default by the contractor.

- 8.44.2 The contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.
- 8.44.3 Among other items, such improper consideration may take the form of cash, discounts, services, the provision of travel or entertainment, or tangible gifts.

8.45 Termination for Insolvency

- 8.45.1 The County may terminate this Contract forthwith in the event of the occurrence of any of the following:
 - 8.45.1.1 Insolvency of the contractor. The contractor shall 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;
 - 8.45.1.2 The filing of a voluntary or involuntary petition regarding the contractor under the Federal Bankruptcy Code;
 - 8.45.1.3 The appointment of a Receiver or Trustee for the contractor; or
 - 8.45.1.4 The execution by the contractor of a general assignment for the benefit of creditors.
- 8.45.2 The rights and remedies of the County provided in this Paragraph 8.45 (Termination for Insolvency) shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.46 Termination for Non-Adherence of County Lobbyist Ordinance

- 8.46.1 The contractor, and each County Lobbyist or County Lobbying firm as defined in County Code Section 2.160.010 retained by the contractor, shall 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 shall constitute a material breach of this Contract, upon which the County may in its sole discretion, immediately terminate or suspend this Contract.

8.47 Termination for Non-Appropriation of Funds

8.47.1 Notwithstanding any other provision of this Contract, the County shall 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 of Supervisors 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 shall terminate as of June 30 of the last fiscal year for which funds were appropriated. The County shall notify the contractor in writing of any such non-allocation of funds at the earliest possible date.

8.48 Validity

8.48.1 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 shall not be affected thereby.

8.49 Waiver

8.49.1 No waiver by the County of any breach of any provision of this Contract shall 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 shall not be construed as a waiver thereof. The rights and remedies set forth in this paragraph 8.49 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.50 Warranty Against Contingent Fees

8.50.1 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.

- 8.50.2 For breach of this warranty, the County shall 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.

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

- 8.51.1 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.

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

- 8.52.1 Failure of contractor to maintain compliance with the requirements set forth in Paragraph 8.51 "Warranty of Compliance with County's Defaulted Property Tax Reduction Program" shall constitute default under this contract. Without limiting the rights and remedies available to County under any other provision of this contract, failure of contractor to cure such default within ten (10) days of notice shall be grounds upon which County may terminate this contract and/or pursue debarment of contractor, pursuant to County Code Chapter 2.206.

8.53 Time Off for Voting

- 8.53.1 The contractor shall notify its employees, and shall 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 shall 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.

8.54 Injury and Illness Prevention Program (IIPP)

8.54.1 Contractor shall be required to comply with the State of California's Cal OSHA's regulations. Section 3203 of Title 8 in the California Code of Regulations 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.

8.55 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 shall 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 shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

8.56 Integrated Pest Management Program Compliance

8.56.1 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. Contractor certifies compliance that contractor has reviewed, understands, and will adhere to the County's IPM Program requirements as set forth in this Paragraph 8.55 (Integrated Pest Management Program Compliance) and at: www.lacountyipm.org

8.56.2 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.

8.56.3 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.

8.56.4 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 shall 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 shall include all of the following:

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

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

8.57 Compliance with Fair Chance Employment Practices

Contractor shall comply with fair chance employment hiring practices set forth in California Government Code Section 12952, Employment Discrimination: Conviction History. 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.

8.58 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.

8.59 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 shall result in the disqualification of the Contractor/Proposer from participation in the County solicitation or the termination or cancellation of any resultant County contract. This provision shall survive the expiration, or other termination of this Agreement.

9 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, a copy of which is attached as Exhibit J (Living Wage Program Ordinance) and incorporated by reference into and made a part of this Contract.

9.1.2 Payment of Living Wage Rates

- 9.1.2.1 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 shall pay its employees no less than the applicable hourly living wage rate, as set forth in Exhibit K (Living Wage Rate Annual Adjustment), for the employees' services provided to the County, including, without limitation, "Travel Time" as defined below Paragraph 9.1.2.5 under the Contract.
- 9.1.2.2 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 shall be subject to the provisions of this paragraph. The provisions of this paragraph shall be inserted into any such subcontract and a copy of the Living Wage Program shall 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.
- 9.1.2.3 If the contractor is required to pay a living wage when the Contract commences, the contractor shall continue to pay a living wage for the entire term of the Contract, including any option period.

- 9.1.2.4 If the contractor is not required to pay a living wage when the Contract commences, the contractor shall have a continuing obligation to review the applicability of its “exemption status” from the living wage requirement. The contractor shall immediately notify the 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 shall immediately be required to commence paying the living wage and shall be obligated to pay the living wage for the remaining term of the Contract, including any option period. The 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 shall immediately be required to pay the living wage for the remaining term of the Contract, including any option period.
- 9.1.2.5 For purposes of the contractor's obligation to pay its employees the applicable hourly living wage rate under this Contract, “Travel Time” shall 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 shall 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 shall 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 shall submit to the County certified monitoring reports at a frequency instructed by the County. The certified monitoring reports shall list all of the contractor's employees during the reporting period. The certified monitoring reports shall also verify the number of hours worked and the hourly wage rate paid, for each of its employees. All certified monitoring reports shall be submitted on forms provided in Exhibit L (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 shall promptly provide such information. The contractor, through one of its officers, shall certify under penalty of perjury that the information contained in each certified monitoring report is true and accurate.

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 shall 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.

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 shall 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 shall place County-provided living wage posters at each of the contractor's places of business and locations where the contractor's employees are working. The contractor shall also distribute County-provided notices to each of its employees at least once per year. The contractor shall translate posters and handouts into Spanish and 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 shall have the rights and remedies described in this paragraph in addition to any rights and remedies provided by law or equity.

1. 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 shall 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:

a. 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.

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

- b. 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.
- c. 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.
- 3. 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 shall assign and use full-time employees of the contractor to provide services under the Contract unless the contractor can demonstrate to the satisfaction of the 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 shall 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 shall immediately provide a copy of the new staffing plan to the County.

9.1.9 Contractor Retaliation Prohibited

The contractor and/or its employees shall not take any adverse action which would result in the loss of any benefit of employment, any contract benefit, or any statutory benefit for any employee, person or entity who has reported a violation of the Living Wage Program to the 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 shall maintain business stability, integrity in employee relations and the financial ability to pay a living wage to its employees. If requested to do so by the County, the contractor shall demonstrate to the satisfaction of the County that the contractor is complying with this requirement.

9.1.11 Employee Retention Rights

1. The contractor shall offer employment to all retention employees who are qualified for such jobs. A “retention employee” is an individual:

- a. Who is not an exempt employee under the minimum wage and maximum hour exemptions defined in the federal Fair Labor Standards Act; and
 - b. 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 new Contract, which predecessor contract was terminated by the County prior to its expiration; and
 - c. Who is or will be terminated from his or her employment as a result of the County entering into this new contract.
2. The contractor is not required to hire a retention employee who:
 - a. Has been convicted of a crime related to the job or his or her performance; or
 - b. Fails to meet any other County requirement for employees of a contractor.
 3. The contractor shall 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 shall not use any consideration received under the Contract to hinder, or to further, organization of, or collective bargaining activities by or on behalf of the contractor's employees, except that this restriction shall not apply to any expenditure made in the course of good faith collective bargaining, or to any expenditure pursuant to obligations incurred under a bona fide collective bargaining Contract, or which would otherwise be permitted under the provisions of the National Labor Relations Act.

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 shall 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, shall maintain the confidentiality of any information obtained and shall notify 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 shall 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 Intentionally Omitted

9.4 Intentionally Omitted

9.5 Contractor's Charitable Activities Compliance

The Supervision of Trustees and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. By requiring Contractors to complete the Charitable Contributions Certification, Exhibit O, the County seeks to ensure that all County contractors which receive or raise charitable contributions comply with California law in order to protect the County and its taxpayers. A Contractor which receives or raises charitable contributions without complying with its obligations under California law commits a material breach subjecting it to either contract termination or debarment proceedings or both. (County Code Chapter 2.202)

9.6 Intentionally Omitted

9.7 Local Small Business Enterprise (LSBE) Preference Program

9.7.1 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.

9.7.2 The Contractor shall 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.

9.7.3 The Contractor shall 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.

9.7.4 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, shall:

1. 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;
2. 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
3. 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 shall 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 Consumer and Business Affairs of this information prior to responding to a solicitation or accepting a contract award.

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: _____
Name

By _____
Name

Title

COUNTY OF LOS ANGELES

By _____
Chair, Board of Supervisors

ATTEST:

Celia Zavala, Executive Officer
of the Board of Supervisors

By _____

APPROVED AS TO FORM:

RODRIGO A. CASTRO-SILVA
County Counsel

By _____
Principal Deputy County Counsel

**CONTRACT FOR
LANDSCAPE SERVICES**

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1.0 SCOPE OF WORK

Contractor shall provide landscape services to County facilities identified in Exhibit B, Pricing Sheets, of the Contract 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 including tree trimming, as indicated in paragraph 11.2 of this Scope of Work (SOW). Contractor shall perform all necessary maintenance tasks as required herein.

The landscaped areas shall be maintained at the frequencies identified in Section 10.0 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 shall resolve said conflict or inconsistency.

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

- 2.1 County reserves the right to add or delete Facilities, adjust staffing requirements and/or 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 shall be billed at the rates submitted for additional services in Exhibit B, Pricing Sheets.
- 2.2 Contractor shall provide all landscape services required by the County in accordance with the hours and days of service identified in Exhibit C, Facility and Landscape Specification Sheets. Specific hours of operation may be determined by the County Project Manager.
- 2.3 The landscaped areas shall be maintained with a well-manicured, clean appearance, and all work shall be performed in a professional, workmanlike manner using quality equipment and materials. Contractor shall 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 shall 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 shall be submitted to the County Contract Project Monitor for review. The plan shall 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, shall 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 (SOW Exhibit 1)

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

The verbal notification may be followed with a formal CDR, as provided in Exhibit 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 in writing to the County's Project Manager or designee 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 Exhibit 3, Landscape Maintenance

Certification, as determined necessary to assure a sufficient evaluation of Contractor performance.

- Customer complaints or public complaints.
- Exhibit 5, Landscape Service Slip.

4.5 Unacceptable Performance

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

- When the County Contract Monitor determines that the performance is unacceptable, the County Contract Monitor shall 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.
- County Project Manager determines assessment, if any. And assessment letter will be sent to the Contractor.

5.0 DEFINITIONS

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.

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

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 necessary 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 shall 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 shall assign a sufficient number of employees to perform the required services at County Facilities identified in Exhibit C, Facility and Landscape Specification Sheets.

B. Principal Landscaper

1. Contractor shall designate one (1) employee as principal landscaper with full responsibility for directing the entire crew on his/her shift.
2. Each principal landscaper shall be authorized to act for Contractor in every detail and must speak and understand English.

C. Contractor Supervisor

1. Contractor shall 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 shall 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 shall have access to Contractor's Project Manager during all hours of shift coverage, 365 days per year.

D. Arborist

1. Contractor shall 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 shall report at a minimum, 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 shall respond immediately to calls for arborist requests and be at the site within two (2) business days of receiving notification by County.
- E. Contractor shall 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 has terminated employment. Contractor is to provide the name of the substitute employee. Contractor shall 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 shall provide and require every employee to wear an appropriate uniform with the company identification at all times. County shall approve uniforms prior to contract start date.
- H. Contractor shall require every on-duty employee to wear a visible photo identification badge issued by the County. Such badge shall be displayed on employee's person at all times he/she is on County designated property.

6.4 Facility Work Requirements

- A. Contractor shall 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 shall promptly comply with any request by the County Project Manager. Contractor shall 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 shall perform a weekly maintenance inspection during daylight hours of all areas within the landscaped area. Such inspection shall be both visual and operational. It shall include operation of all irrigation systems checking for proper condition and reliability. Contractor shall 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 shall 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.

6.5 Training

- A. Contractor shall 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 shall be trained in their assigned tasks and in safety in the work place. 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 shall 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 shall ensure that personnel be trained to render a high degree of courteous and efficient service. Contractor shall 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 shall 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 shall be available to attend all daytime landscape services orientations with County Facility Managers within 24 hours of notification. This shall include new facilities that are added to Contractor's services.

6.7 Contractor's Office

Contractor shall maintain an office, within the County of Los Angeles, with a telephone in the firm name by which the Contractor conducts business. The office shall 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 shall 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 shall 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 Exhibit 2, Performance Requirements Summary (PRS).

7.0 HOURS/DAY OF WORK

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

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

8.0 INTENTIONALLY OMITTED

9.0 FACILITY SITE MAPS

Exhibit 4, Facility Site Maps, identifies boundaries for each facility. All services listed within this SOW shall be applicable within the boundaries as identified in Exhibit 4, Facility Site Maps.

10.0 GENERAL SERVICE REQUIREMENTS

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

10.1 Mowing

- A. Frequency: Once per week (unless specified in writing by County Project Manager or designee).
- B. Mowing operation shall be scheduled Monday through Friday unless otherwise directed by the County's Project Manager.
- C. Mowing operations shall be performed in a professional, workmanlike manner that ensures a smooth surface appearance without scalping or allowing excessive cuttings to remain.
- D. All equipment shall be adjusted to the proper cutting heights and shall be adequately sharpened. Mowing height shall 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 shall be cleaned immediately following each mowing. All grass clippings shall be collected and removed from the site immediately.

10.2 Edging/Detailing/Weed Control

- A. Frequency: Edging - Every week.
- B. All turf areas shall be kept neatly edged and all grass invasions eliminated.
- C. When designed edges exist in flowerbeds, these edges shall 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 shall be edged to a neat and uniform line.
- E. The edge of turf shall 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 shall be performed at each site every week after mowing.
 - 2. Mechanical edging shall be completed as one operation in a manner that ensures a well-defined edge.
 - 3. Walkways shall be cleaned immediately following each mechanical edging.

10.3 Weed Control

- A. Frequency: Each visit.
- B. No contact weed control chemical 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 shall be left in place for a minimum of seven (7) days. If kill is not complete, a second application shall be applied.
- D. Weeds treated using a systematic chemical shall 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 shall be applied.

- E. After complete kill, all dead weeds shall be removed from area.
 - 1. Clearance - Edging where trees and shrubs occur in turf areas, all grass growth shall 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 shall 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 shall be considered normal.
- F. All grass like type weeds, morning glory or vine-weed types, ragweed or other underground spreading weeds shall 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 shall incorporate chemical and/or mechanical means of eradication.

10.4 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 shall be completed each time landscape services are performed and as early as County's Projector Manager or his designee deems practical.
- C. All litter and debris occurring as a result of Contractor's operations shall 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 to occur annually during the month of October. Contractor shall submit to County Project Manager a schedule of major drain clearing services one (1) month in advance for approval.

10.5 Raking

- A. Frequency: Each Visit.
- B. Accumulation of leaves shall be removed from all landscaped areas including beds, planters, and turf areas under trees, sidewalks, and adjacent parking spaces. Remove debris from landscaped area immediately.
- C. Use of hand held blowers will be allowed unless legal authority dictates otherwise. Facility location may dictate “no blowers”.

10.6 Pruning of Trees, Hedges, and Ground Cover

A. Tree Pruning

1. Frequency: As-Needed or at the direction of the County Project Manager.
2. Tree pruning shall 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 shall 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 shall 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 shall be undercut to prevent splitting.
6. All limbs shall be lowered to the ground using a method, which prevents damage to the remaining limbs.
7. All cuts exceeding 1/2” shall be treated with an appropriate tree heal compound.
8. All equipment utilized shall be clean, sharp, and expressively designed for tree pruning.
9. Climbing spurs shall not be used.
10. The initial step of pruning shall be the removal of all dead wood, weak, diseased, insect infested and damaged limbs.
11. All crossed or rubbing limbs shall 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 shall be thinned of smaller limbs to distribute the foliage evenly.
14. All trees shall be trimmed and shaped to provide a symmetrical appearance typical of the species.
15. All suckers and sprouts shall 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 shall be reported to County's Project Manager or his designee.
18. Special emphases shall be placed upon public safety during pruning operations, particularly when adjacent to roadways.
19. All trimming and debris shall 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 shall 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 shall 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 shall 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 shall be removed as they develop.
3. All ground cover areas shall be pruned to maintain a neat edge along planter box walls.
4. Any runners that start to climb building, shrubs, or trees shall 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

1. All damage to shrubs, trees, turf or ground cover done by Contractor employees shall be repaired or replaced within five (5) working days.
2. All repairs or replacements shall be completed in accordance with the following maintenance practices:

- a) Trees - Minor damage such as bark lost from impact of mowing equipment shall be remedied by a qualified tree surgeon or arborist. If damage results in loss of tree, the damaged tree shall 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 shall 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 shall 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 shall 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 shall 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.

10.7 Watering

- A. Water requirements by plants vary according to the seasons in a particular year. Extremely close attention shall 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, shall be taken into consideration. All landscaped and turf areas shall 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 shall 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, which 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 shall be used to a depth of twelve (12) inches to determine the water penetration by random testing of the root zones.

- D. Watering shall 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 shall be set to operate during the period of lowest wind velocity, which would normally occur at night or early morning hours.
- F. Irrigation system will 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 shall be protected from over watering and run-off drowning.
- G. New turf (up through the sixth mowing) shall be watered immediately after mowing.
- H. All ground cover areas shall be watered as needed to maintain a healthy condition; care being taken not to over water in shady areas.
- I. Watering shall comply with applicable water restriction regulations and directives.

10.8 Irrigation System Maintenance

- A. Contractor and County Contract Monitor will do an inspection of the irrigation equipment at each facility to ensure operability within sixty (60) days of contract start date. Contractor will 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 \$500. Repairs exceeding a cost of \$500 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 shall, 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, 'O' 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 shall 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 shall 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 shall:
- 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 shall 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 shall repair/replace malfunctioning quick couplers, manual or automatic valves, and sprinkler heads within one (1) watering cycle irrigation damage shall be repaired or replaced with same size, and quantity or substitutes approved by County Project Manager prior to installation.
- G. Contractor shall 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 shall 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.

10.9 Disease/Insect Control

- A. All landscaped areas shall 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 shall 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 shall be provided on an as-needed basis. Disease control

shall be achieved utilizing materials and rates recommended by a licensed Arborist.

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

10.10 Rodent Control

All areas shall 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.

11.0 SPECIALTY SERVICE REQUIREMENTS

11.1 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 shall be trimmed to proper mowing heights. Chemicals shall be applied in a manner to limit drift to six (6) inches. Precautionary measures shall 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 shall be provided as identified in Section 13.0 of SOW.

11.2 Trimming and Crowning of Trees

- A. Trees
 - 1. All trees (excluding palm trees) shall be trimmed and thinned at each facility once within year one (1) of the Contract and once within the first 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 shall be maintained in accordance with Section 11.2, Paragraph A, subparagraph 1(f) below.
 - a) Contractor shall 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 three (3) 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 shall 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 shall have a caliper of three (3) inches or less measured six (6) inches above the ground level.
- f) Palm trees shall 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 roundover)

B. Staking and Tying/Materials Used

- 1. Damaged trees shall 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. Stake new trees or recently planted trees that have not been previously staked.
- 5. Tree stakes, two (2) per tree, shall 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 shall 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 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 shall respond to these issues within 24 hours of notification from County.

11.3 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 shall be removed from the turf and disposed of off-site or thoroughly pulverized within twenty-four (24) hours after aerating.

11.4 Fertilization

- A. Frequency: Fertilize turf areas at a minimum two (2) times per year, or as requested by County Project Manager.
- B. All fertilization shall be approved by County Project Manager or designee prior to its application.
- C. Application of fertilizer shall be done in sections, determined by the areas covered by each irrigation system.
- D. All areas fertilized shall be thoroughly soaked immediately after fertilization.
- E. All turf areas shall receive not less than one (1) pound of actual available nitrogen in a balance fertilizer form for each one thousand (1,000) square feet of turf area. All fertilizer shall be inorganic and granular in form with an approximate ratio of 4-1-2.
- F. Areas shall be fertilized utilizing ratios and mixtures per manufacturer's recommendation.
- G. Apply fertilizer/micro-nutrient within the drip line to provide healthy color. Fertilizer shall 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 shall be fertilized utilizing ratios and mixtures recommended by the manufacturer.

11.5 Renovation/Vertical Mowing

- A. Frequency: As requested by County at an agreed to additional cost.

- B. Care shall be taken to avoid unnecessary or excessive injury to the turf grass. Contractor shall 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 shall 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 shall 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 shall be spread evenly over the entire area to a uniform depth.

11.6 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 shall be taken so as not to disturb plant materials or their roots in accomplishing this operation.

11.7 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.

12.0 PLANT MATERIALS

- 12.1 Plant materials shall 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.

- 12.2 Nomenclature: Plant names used in the landscape plan of the area shall 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.
- 12.3 Quality: Plants shall be sound, healthy, and vigorous; free from plant disease, insect pests or their eggs; and shall have healthy normal root systems and comply with all State and local regulations governing these matters, and shall be free from any noxious weeds.
- 12.4 Where caliper or other dimensions of any plant material are omitted from the Plant List, it shall be understood that these plant materials shall be normal stock for type listed. They must be sturdy enough to stand safely without staking.
- 12.5 Plant materials shall be symmetrical, and/or typical for variety and species, and conform to measurements specified in the Plant List.
- 12.6 All plant materials must be provided from a licensed nursery and shall be subject to acceptance by the County Project Manager or designee.
- 12.7 Plant Materials Guarantee - All shrubs shall be guaranteed to live and remain in healthy condition from the date of planting by the Contractor.
- 12.8 All new plant materials shall have a six (6) month guarantee unless specifically stated in written form.

13.0 USE OF CHEMICALS

- 13.1 All work involving the use of chemicals shall be in compliance with all federal, state, and local laws.
- 13.2 A listing of proposed chemicals, including commercial name, application rate and type of usage shall be submitted to County Project Manager or designee for approval at the commencement of the contract. No work shall 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.
- 13.3 Chemicals shall only be applied by those persons possessing a valid California Qualified Applicator's License. Application shall be in strict accordance with all governing regulations.
- 13.4 Records of all operations stating dates, times, methods of applications, chemical formulations, applicator's names, and weather conditions shall be made and

retained in accordance with Sub-paragraph 8.38, Record Retention And Inspection/Audit Settlement, of the Sample Contract.

- 13.5 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.
- 13.6 All regulations and safety precautions listed in the "Pesticide Information and Safety Manual" published by the University of California shall be adhered to.
- 13.7 Chemicals shall 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.
- 13.8 County reserves the right to approve usage of particular chemicals.
- 13.9 County bans the use of glyphosate-based products.

14.0 WASTE REMOVAL

- 14.1 Contractor shall collect and remove all clippings the same day that plant materials are pruned or trimmed. Contractor shall not use County trash bins for maintenance operations.
- 14.2 Contractor shall be required to empty and reline trash receptacles as identified in Exhibit C, Facility and Landscape Specification Sheets. Contractor is responsible for replacing trash liners in trash receptacles.
- 14.3 Contractor shall 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.

15.0 AS-NEEDED SERVICES

- 15.1 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.
- 15.2 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.
- 15.3 Prior to performing any as-needed services, the Contractor shall 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 shall commence without prior written authorization by County Project Manager. Contractor shall be compensated at the labor rates identified in Exhibit B, Pricing Sheet(s).

- 15.4 All as-needed services shall commence on the established specified date and Contractor shall 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.
- 15.5 The County reserves the right to perform the services itself or assign the services to another Contractor.
- 15.6 All new plant materials shall come with a six (6) month guarantee unless specifically stated in written form. All other materials shall come with a one (1) year guarantee unless damaged or broken by an Act of God or vandalism.

16.0 EMERGENCY SERVICES

- 16.1 When a condition exists, which poses imminent danger or injury to the public or damage to property, Contractor shall contact the County's Project Manager immediately upon discovery and obtain approval by County's Project Manager prior to starting work. A written estimate shall be sent within a reasonable timeframe after completion of the emergency services.
- 16.2 Contractor shall bill for emergency services on a separate invoice from its monthly invoice in the month immediately after completion of the emergency services.
- 16.3 Contractor shall 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.
- 16.4 Contractor shall not perform any emergency services without prior approval of Contract Manager.

17.0 MAINTENANCE REPORTS

- 17.1 Contractor shall submit a monthly report, indicating the maintenance operations described in this SOW are completed, when any of the services are performed. This report shall 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.

- 17.2 Contractor shall submit quarterly irrigation inspection reports to the County Project Manager or designee not later than the tenth day of the month following the end of a quarter.
- 17.3 Contractor shall submit Exhibit 5, Landscape Service Slip, for all routine and periodic services as stated in Sections 10.0 through 16.0 of the SOW. Exhibit 5, Landscape Service Slip, shall note date of service(s), type of service(s), and include picture(s) if required. Exhibit 5, Landscape Service Slip, is required once a week for facilities serviced daily. For all other services, Exhibit 5, Landscape Service Slip, is required after each service provided.

18.0 MAINTENANCE SCHEDULES

- 18.1 Contractor shall submit a work schedule for each facility to the County Project Manager within ten (10) days prior to start of Contract. Thereafter, work schedules shall be set on by January of each year identifying all the required on-going maintenance tasks and frequencies of work. The schedules shall delineate the time frames for the maintenance function by day of the week, morning, and afternoon.
- 18.2 Contractor shall submit revised schedules when actual performance differs substantially from planned performance. Said revisions shall be submitted to the County Project Manager for review and approval within five (5) working days prior to scheduled time for work.
- 18.3 Contractor shall 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.

19.0 GREEN INITIATIVES

- 19.1 Contractor shall use reasonable efforts to initiate "green" practices for environmental and energy conservation benefits.
- 19.2 Contractor shall notify County's Project Manager of Contractor's new green initiatives prior to the contract commencement.
- 19.3 Contractor shall comply with all waste and recycling requirements including but not limited to, State Mandated Guidelines outlined in Assembly Bill No. 1826 Chapter 27.

20.0 PERFORMANCE REQUIREMENTS SUMMARY

Exhibit 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:

- reference section of the contract

- list required services
- indicate method of monitoring
- 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.

CUSTODIAL SERVICES DIVISION

CONTRACT DISCREPANCY REPORT**CONTRACTOR RESPONSE DUE WITHIN 24 HOURS**

Facility Name:		Address:		Date of Inspection:	
Contractor:		Contract No.		Contract Monitor:	
Contact Person:		Telephone: () -		CSD Dist # North	
Report Transmitted to Fax #: () -		District Manager Signature:			
		Fax: () -			
<p>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.</p>					
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:**

PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART

REFERENCE/ REQUIRED SERVICE	STANDARD OF PERFORMANCE	MONITORING METHOD	DEDUCTIONS/FEEES TO BE ASSESSED
Contract: Paragraph 5.5.4 Invoice and Payments, submission of Invoices.	Monthly Invoices are received and approved by the County by the 15 th calendar day of the month following the month of services	Invoices are received in County office by the due date.	\$100 per occurrence
Contract: Paragraph 5.5.4 Invoice and Payments, submission of Invoices.	The Contractor shall 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.	\$100 per occurrence
Contract: Paragraph 7. 3 Approval of Contractor's Staff	County's approval of staff.	Inspection and Observation	\$100 per occurrence
Contract: Paragraph 7.4.4 Contractor's Staff Identification	Improper or fraudulent use of County ID badges or failure of Contractor to return the employee's County ID badge to the County's Project Manager on the next business day after the employee has terminated employment or is removed from working at a County facility.	Inspection and Observation and Receipt of badge	\$100 per badge not returned
Contract: Paragraph 7.5.1 Background and Security Investigations	Contractor's staff must pass background checks. Fees at expense of Contractor.	Inspection and Observation	\$100 per occurrence
Contract: Paragraph 7.5.2 & 7.5.3 Background and Security Investigations	Contractor's staff not passing background checks are not to work at County facilities and shall be removed from County facilities.	Inspection and Observation	\$100 per badge
Contract: Paragraphs 8.24 & 8.25 General Insurance Requirements	Compliance with Contract Insurance Requirements	Receipt of document	\$100 per occurrence; possible termination for default of contract.
Contract: Paragraph 8.34 Notices	Contractor to submit notices of changes in personnel to County.	Receipt of document	\$50 per occurrence

Exhibit 2

REFERENCE/ REQUIRED SERVICE	STANDARD OF PERFORMANCE	MONITORING METHOD	DEDUCTIONS/FEEES TO BE ASSESSED
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	\$100 per occurrence; possible termination for default of contract.
Contract: Paragraph 8.40 Subcontracting	Contractor shall obtain County's written approval prior to subcontracting any work.	Inspection & Observation	\$100 per occurrence; possible termination for default of contract
Contract: Paragraph 9.1 Contractor's Compliance with Living Wage	Contractor to be in compliance with County's Living Wage Program.	Inspection & Observation	\$100 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	\$100 per occurrence
SOW Section 4.2 Contractor Discrepancy Report	Contractor is required to respond in writing within 24 hours.	Receipt of document	\$100 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	\$100 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	\$50 per occurrence
SOW Section 6.3.G Uniforms	Contractor to ensure all employees wear approved uniforms and County issued ID badges.	Inspection and Observation	\$50 per occurrence
SOW Section 6.4.B Facility Work Requirements	Provide quotes within 48 hours, upon receiving a request to modify or curtail tasks and operations	Receipt of document	\$50 per occurrence
SOW Section 6.5 Training	Provide Training Programs for new and continuing employees.	Receipt of document	\$50 per occurrence
SOW Section 6.6 County required meetings	Contractor attendance at all monthly or as required County meetings.	Observation of Attendance	\$50 per occurrence

REFERENCE/ REQUIRED SERVICE	STANDARD OF PERFORMANCE	MONITORING METHOD	DEDUCTIONS/FEEES TO BE ASSESSED
SOW Section 6.7 Contractor Office.	Contractor to maintain office in Los Angeles County. Must be staffed 8-5 Monday-Friday. The Contractor shall answer phone calls and emails within two (2) hours of receipt of the call and/or email.	Inspection and Observation	\$50 per occurrence
SOW Section 7.0 Hours/Day of Work	Contractor shall provide all landscape services in accordance with the hours and days of service identified in Exhibit C – Facility and Landscape Specification Sheet.	Inspection and Observation	\$100 per occurrence
SOW Section 10.1 Mowing	100 % Completion of Required Services	Inspection & Observation	\$50 per occurrence
SOW Section 10.2 Edging/Detailing/ Weed Control	100 % Completion of Required Services	Inspection & Observation	\$50 per occurrence
SOW Section 10.3 Weed Control	100 % Completion of Required Services	Inspection & Observation	\$50 per occurrence
SOW Section 10.4 Litter Control	100 % Completion of Required Services	Inspection & Observation	\$50 per occurrence
SOW Section 10.5 Raking	100 % Completion of Required Services	Inspection & Observation	\$50 per occurrence
SOW Section 10.6 Pruning of Trees, Hedges and Ground Cover	100 % Completion of Required Services	Inspection & Observation	\$50 per occurrence
SOW Section 10.7 Watering	100 % Completion of Required Services	Inspection & Observation	\$50 per occurrence
SOW Section 10.8 Irrigation System Maintenance	100 % Completion of Required Services	Inspection & Observation	\$50 per occurrence
SOW Section 10.9 Disease/Insect Control	100 % Completion of Required Services	Inspection & Observation	\$50 per occurrence

Exhibit 2

REFERENCE/ REQUIRED SERVICE	STANDARD OF PERFORMANCE	MONITORING METHOD	DEDUCTIONS/FEEES TO BE ASSESSED
SOW Section 10.10 Rodent Control	All areas shall be maintained free of rodents, gophers, and ground squirrels.	Inspection and Observation	\$100 per occurrence
SOW Section 11.1 Chemical Edging/Detailing	100 % Completion of Required Services	Inspection & Observation	\$50 per occurrence
SOW Section 11.2 Trimming and Crowning of Trees	100 % Completion of Required Services	Inspection & Observation	\$50 per occurrence
SOW Section 11.3 Aerification	100 % Completion of Required Services	Inspection & Observation	\$50 per occurrence
SOW Section 11.4 Fertilization	100 % Completion of Required Services	Inspection & Observation	\$50 per occurrence
SOW Section 11.5 Renovation/Vertical Mowing	100 % Completion of Required Services	Inspection & Observation	\$50 per occurrence
SOW Section 11.6 Cultivating	100 % Completion of Required Services	Inspection & Observation	\$50 per occurrence
SOW Section 11.7 Turf Reseeding/Restoration of Bare Areas	100 % Completion of Required Services	Inspection & Observation	\$50 per occurrence
SOW Section 12.0 Plant Materials	100 % Completion of Required Services	Inspection & Observation	\$50 per occurrence
SOW Section 14.0 Waste Removal	100 % Completion of Required Services	Inspection & Observation	\$50 per occurrence
SOW Section 15.0 As-Needed Services	100 % Completion of Required Services	Inspection & Observation	\$50 per occurrence
SOW Section 15.3 As-Needed Services	Provide quotes upon request for as needed services within 48 hours of receipt.	Receipt of document	\$50 per occurrence

Exhibit 2

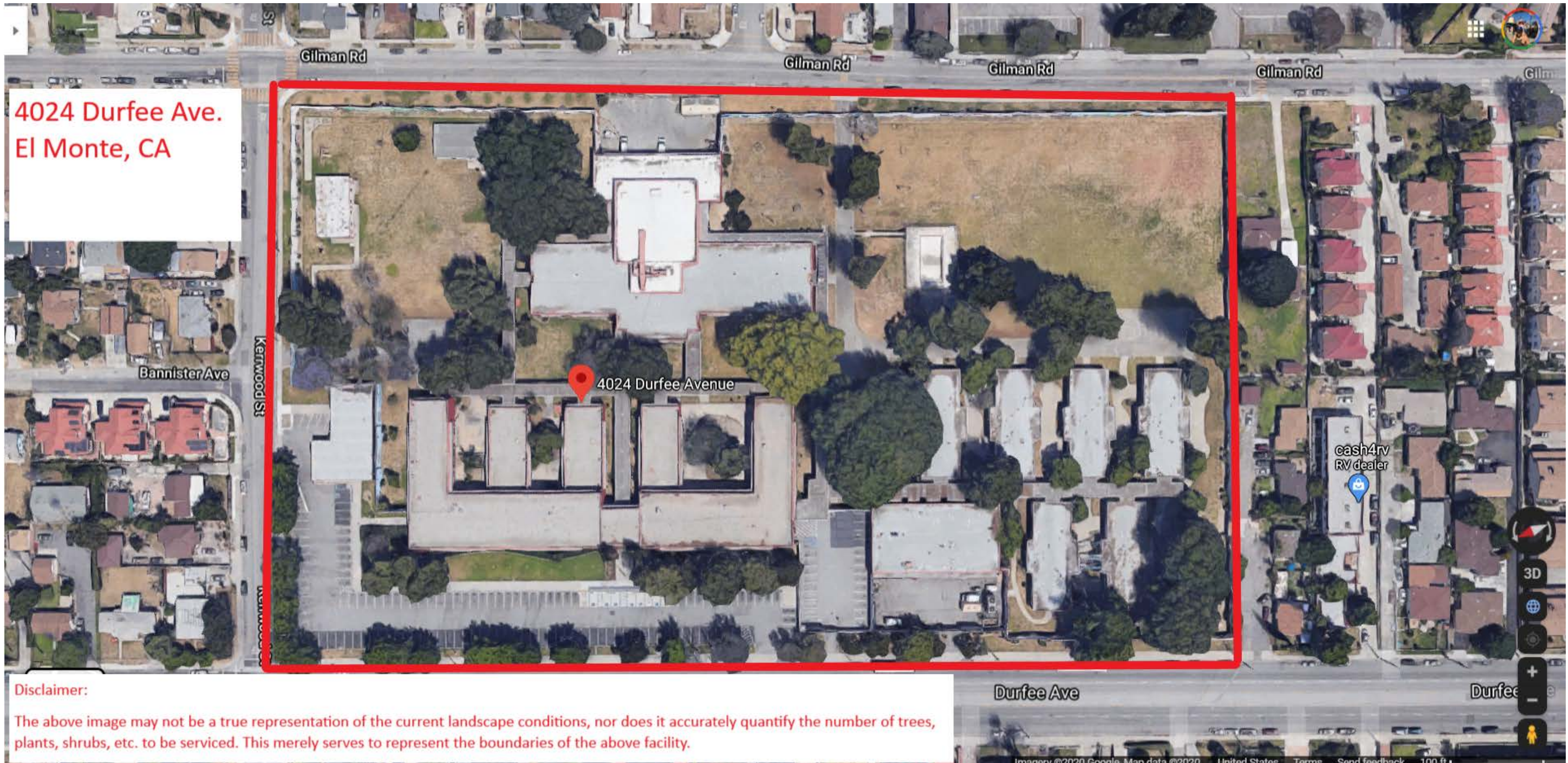
REFERENCE/ REQUIRED SERVICE	STANDARD OF PERFORMANCE	MONITORING METHOD	DEDUCTIONS/FEEES TO BE ASSESSED
SOW Section 16.0 Emergency Services Requests	100% Contractor response within 2 hours of notification by County.	Observation of Response	\$50 per occurrence
SOW Section 17.0 Maintenance Reports	100 % Completion of Required Services	Acceptance and Inspection of Reports	\$50 per occurrence
SOW Section 17.3 Service Slip	100% Completion of Required Services	Receipt of document	\$50.00 per occurrence

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.	<input type="checkbox"/>	<input type="checkbox"/>	
2. All On-Going Maintenance tasks have been completed as provided for in the Scope or Work and Specifications.	<input type="checkbox"/>	<input type="checkbox"/>	
3. Irrigation systems have been checked for operability and that the following are functioning properly:			
a) Irrigation lines	<input type="checkbox"/>	<input type="checkbox"/>	
b) Valves	<input type="checkbox"/>	<input type="checkbox"/>	
c) Sprinkler heads	<input type="checkbox"/>	<input type="checkbox"/>	
d) Controllers	<input type="checkbox"/>	<input type="checkbox"/>	
4. Had spraying and/or use of chemicals occurred? If yes:	<input type="checkbox"/>	<input type="checkbox"/>	
a) Have copies of the Pest Control Agent's written recommendations been sent to the County Contract Monitor?	<input type="checkbox"/>	<input type="checkbox"/>	
b) Have copies of the Pesticide Use Report have been sent to the County Contract Monitor?	<input type="checkbox"/>	<input type="checkbox"/>	
c) Have copies of restricted use permits have been sent to the County Contract Monitor?	<input type="checkbox"/>	<input type="checkbox"/>	
5. Have specialty type maintenance services been requested? If yes:	<input type="checkbox"/>	<input type="checkbox"/>	
a) Has County Contract Monitor been notified in writing?	<input type="checkbox"/>	<input type="checkbox"/>	
b) Has quantity and complete description of materials used been sent to County Contract Monitor? (if applicable)	<input type="checkbox"/>	<input type="checkbox"/>	
6. Has the work schedule provided changed? If yes:	<input type="checkbox"/>	<input type="checkbox"/>	
a) Has the Contract Monitor been notified?	<input type="checkbox"/>	<input type="checkbox"/>	
7. Comments			

Company Authorized Representative	Date
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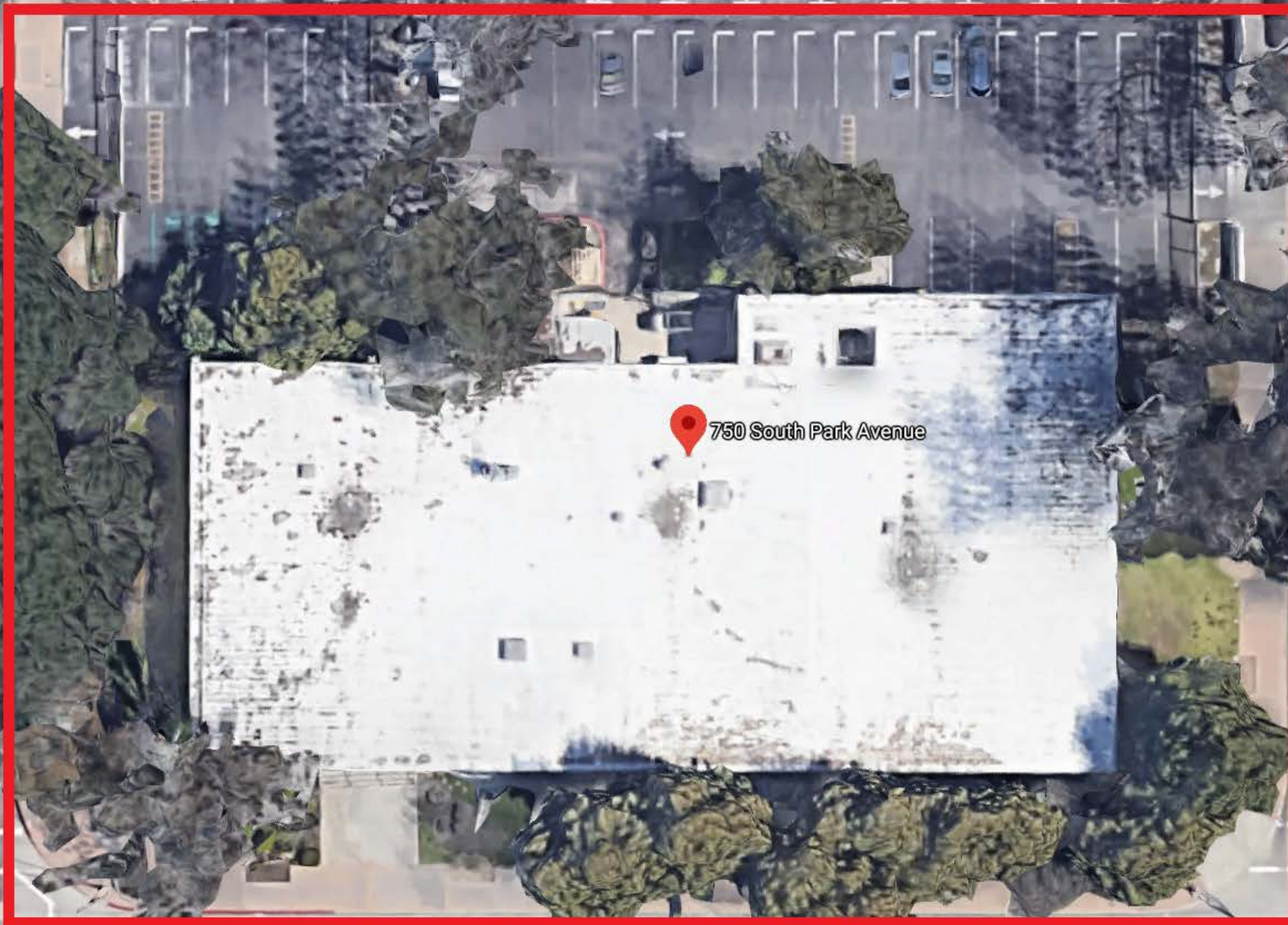


4024 Durfee Ave.
El Monte, CA

Disclaimer:
The above image may not be a true representation of the current landscape conditions, nor does it accurately quantify the number of trees, plants, shrubs, etc. to be serviced. This merely serves to represent the boundaries of the above facility.



750 S. Park Ave.
Pomona

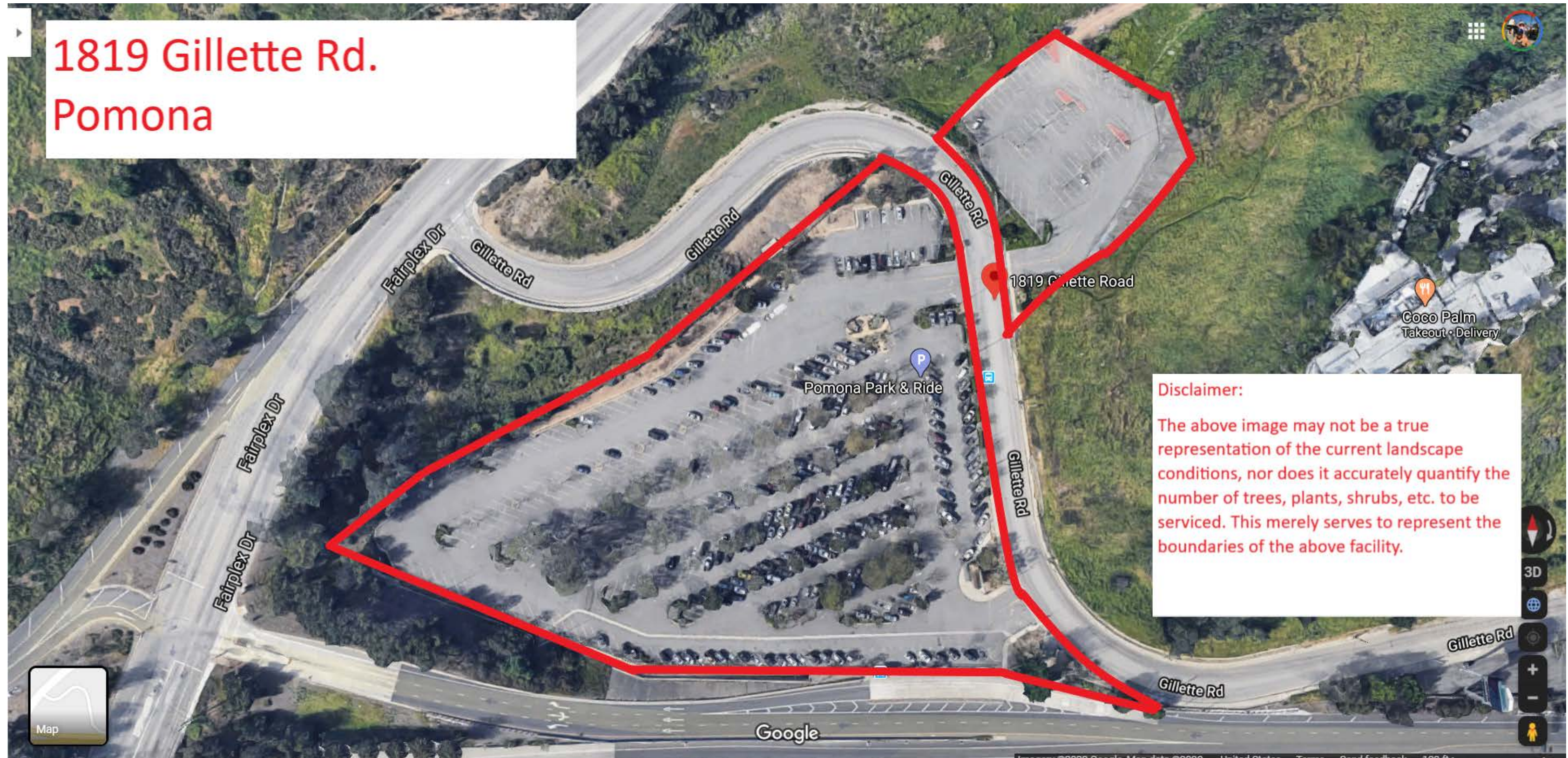


Disclaimer:

The above image may not be a true representation of the current landscape conditions, nor does it accurately quantify the number of trees, plants, shrubs, etc. to be serviced. This merely serves to represent the boundaries of the above facility.

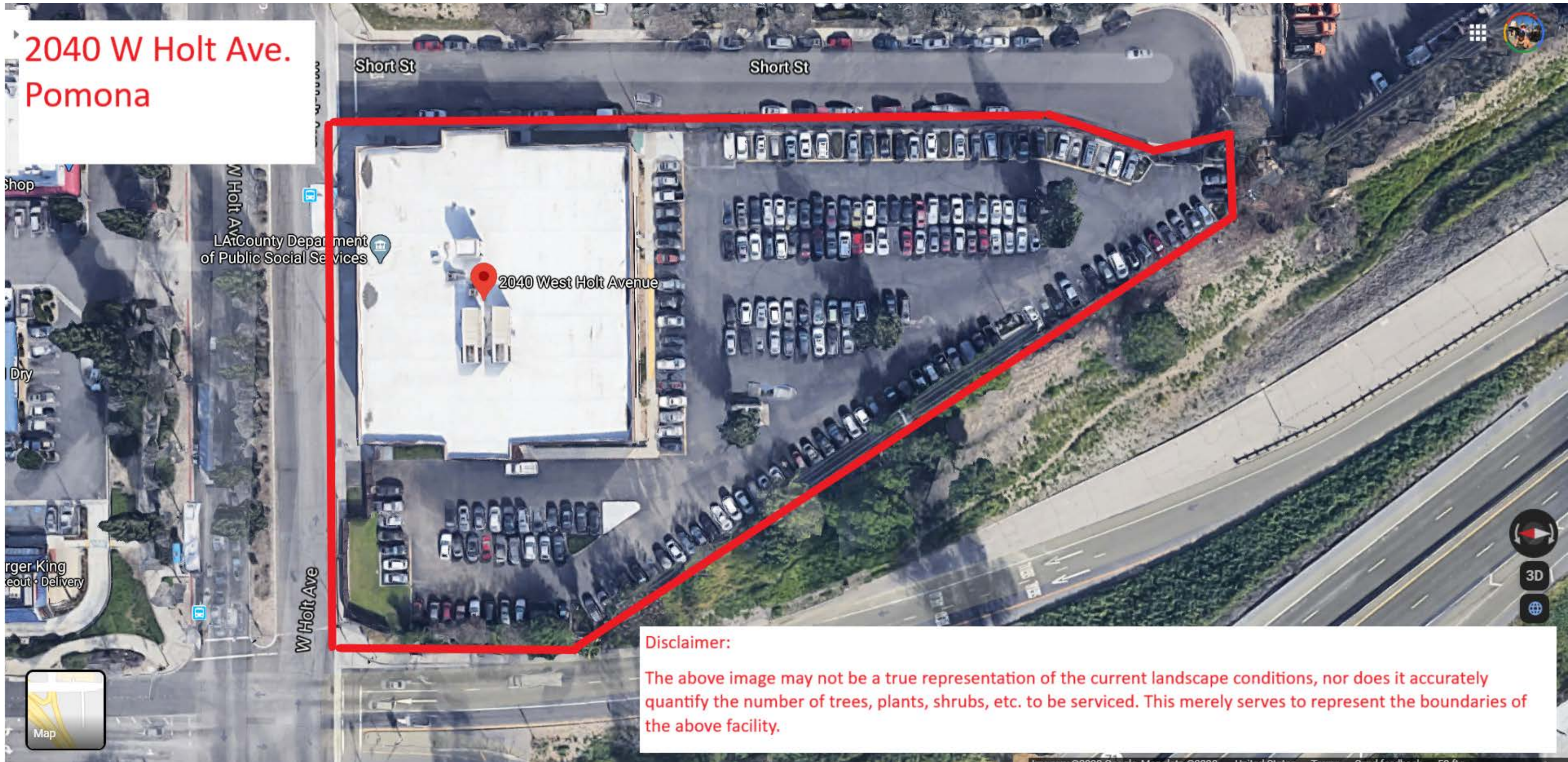


1819 Gillette Rd.
Pomona



Disclaimer:

The above image may not be a true representation of the current landscape conditions, nor does it accurately quantify the number of trees, plants, shrubs, etc. to be serviced. This merely serves to represent the boundaries of the above facility.





21302 Via Verde
San Dimas

Disclaimer:

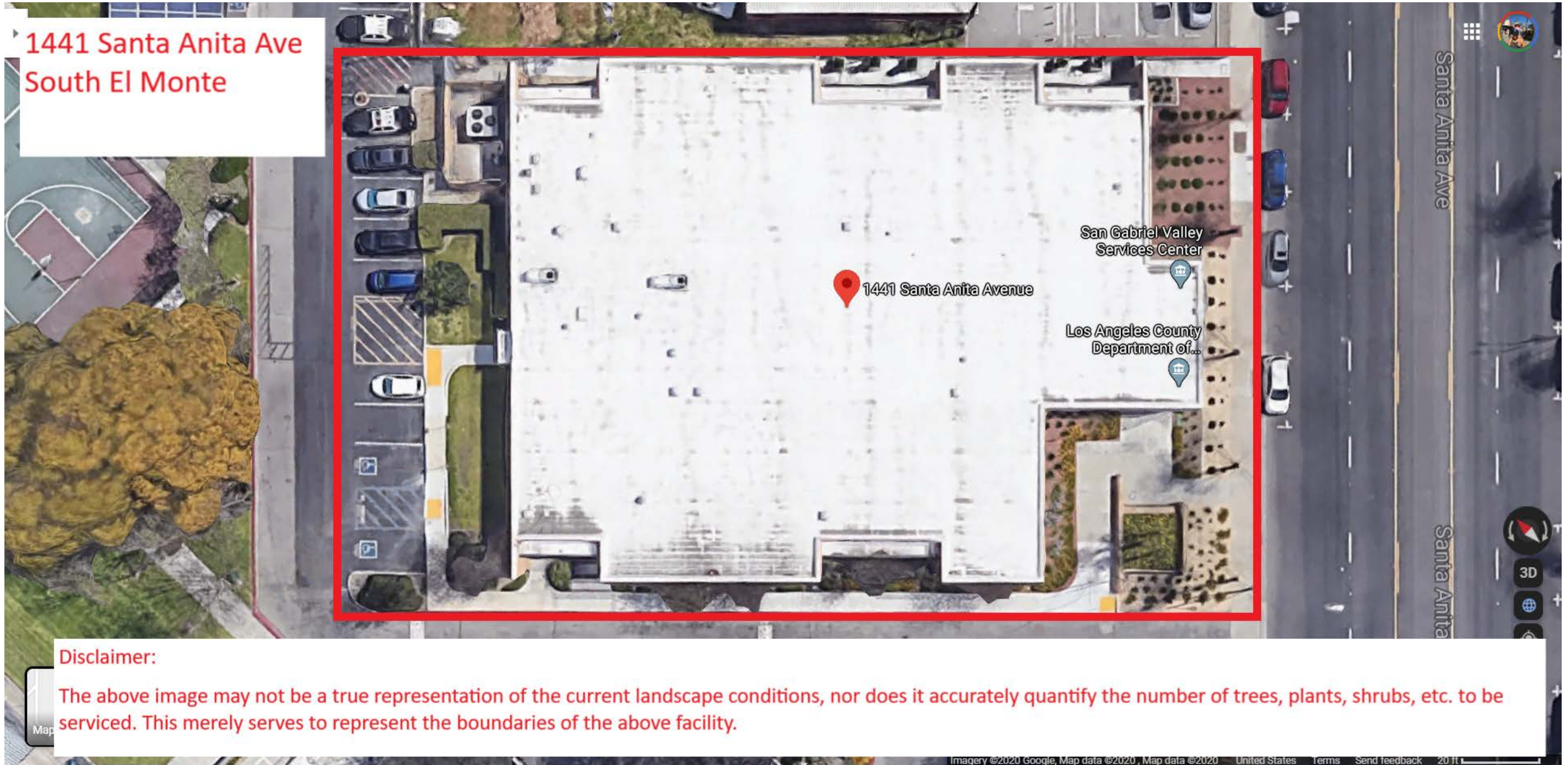
The above image may not be a true representation of the current landscape conditions, nor does it accurately quantify the number of trees, plants, shrubs, etc. to be serviced. This merely serves to represent the boundaries of the above facility.

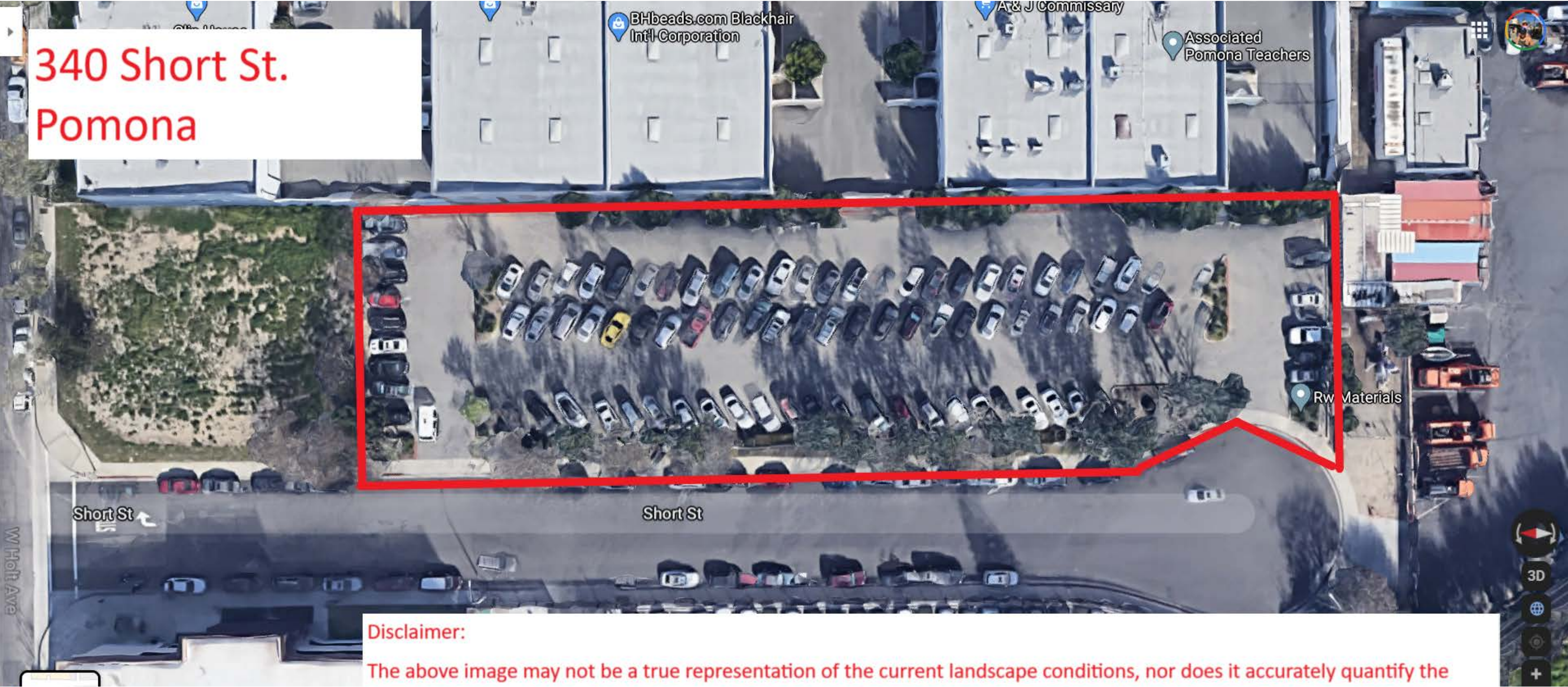
16610 Chestnut St.
City of Industry



Disclaimer:

The above image may not be a true representation of the current landscape conditions, nor does it accurately quantify the number of trees, plants, shrubs, etc. to be serviced. This merely serves to represent the boundaries of the above facility.





340 Short St.
Pomona

Disclaimer:

The above image may not be a true representation of the current landscape conditions, nor does it accurately quantify the

Landscape Service Slip

EXHIBIT 5

Facility Name:	Service Date:
Address:	Contractor:

SOW (Click all that was done)

<input type="checkbox"/> SOW 10.1 Mowing	<input type="checkbox"/> SOW 10.10 Rodent Control
<input type="checkbox"/> SOW 10.2 Edging/Detailing/Weed Control	<input type="checkbox"/> SOW 11.1 Chemical Edging/Detailing
<input type="checkbox"/> SOW 10.3 Weed Control	<input type="checkbox"/> SOW 11.2 Trimming and Crowning of Trees
<input type="checkbox"/> SOW 10.4 Litter Control	<input type="checkbox"/> SOW 11.3 Aerification
<input type="checkbox"/> SOW 10.5 Raking	<input type="checkbox"/> SOW 11.4 Fertilization
<input type="checkbox"/> SOW 10.6 Pruning of trees, hedges, ground cover	<input type="checkbox"/> SOW 11.5 Renovation/Vertical Mowing
<input type="checkbox"/> SOW 10.7 Watering	<input type="checkbox"/> SOW 11.6 Cultivating
<input type="checkbox"/> SOW 10.8 Irrigation system maintenance	<input type="checkbox"/> Other _____
<input type="checkbox"/> SOW 10.9 Disease/Insect Control	<input type="checkbox"/> Other _____

NOTES

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RECOMMENDATION

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

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Landscape Service Slip

Facility Name:	Service Date:
Address:	Contractor:

PRICING SHEET

**LANDSCAPE SERVICES
PRICING SHEET
REGION 2**

EXHIBIT B

BIS No.	FACILITY	DEPARTMENT	ADDRESS	CITY	MONTHLY COST EFFECTIVE 01/01/22	MONTHLY COST EFFECTIVE 01/01/23	MONTHLY COST EFFECTIVE 01/01/24	MONTHLY COST EFFECTIVE 01/01/25 AND BEYOND	COMMENTS
780	1	Children and Family Services/McLaren Hall	4024 N. Durfee Ave.	El Monte					
		Tree Trimming (SOW 11.2)	Periodic Services		\$3,100.00	\$3,410.00	\$3,751.00	\$4,126.10	
		Aerification (SOW 11.3)			\$300.00	\$330.00	\$363.00	\$399.30	
		Fertilization (SOW 11.4)			\$100.00	\$110.00	\$121.00	\$133.10	
		All other services (Services within HRS/Days of Operation)			\$4,900.00	\$5,390.00	\$5,929.00	\$6,521.90	
5582	2	Public Works	16005 E. Central Ave.	La Puente					
		Tree Trimming (SOW 11.2)	Periodic Services		\$100.00	\$110.00	\$121.00	\$133.10	
		Aerification (SOW 11.3)			\$525.00	\$577.50	\$635.25	\$698.78	
		Fertilization (SOW 11.4)			\$55.00	\$60.50	\$66.55	\$73.21	
		All other services (Services within HRS/Days of Operation)			\$320.00	\$352.00	\$387.20	\$425.92	
3810	3	Public Health/Pomona Public Health Center	750 S. Park Ave.	Pomona					
		Tree Trimming (SOW 11.2)	Periodic Services		\$500.00	\$550.00	\$605.00	\$665.50	
		Aerification (SOW 11.3)			\$45.00	\$49.50	\$54.45	\$59.90	
		Fertilization (SOW 11.4)			\$10.00	\$11.00	\$12.10	\$13.31	
		All other services (Services within HRS/Days of Operation)			\$300.00	\$330.00	\$363.00	\$399.30	
10773	4	Public Works/Fairplex Park and Ride	1819 Gillette Rd.	Pomona					
		Tree Trimming (SOW 11.2)	Periodic Services		\$1,600.00	\$1,760.00	\$1,936.00	\$2,129.60	
		Aerification (SOW 11.3)			\$0.00	\$0.00	\$0.00	\$0.00	
		Fertilization (SOW 11.4)			\$20.00	\$22.00	\$24.20	\$26.62	
		All other services (Services within HRS/Days of Operation)			\$500.00	\$550.00	\$605.00	\$665.50	
10851	5	Public Social Services/Auto Park	2040 W. Holt Ave.	Pomona					
		Tree Trimming (SOW 11.2)	Periodic Services		\$300.00	\$330.00	\$363.00	\$399.30	
		Aerification (SOW 11.3)			\$25.00	\$27.50	\$30.25	\$33.28	
		Fertilization (SOW 11.4)			\$20.00	\$22.00	\$24.20	\$26.62	
		All other services (Services within HRS/Days of Operation)			\$1,200.00	\$1,320.00	\$1,452.00	\$1,597.20	
10772	6	Public Works/Via Verde Park and Ride	21302 Via Verde Rd.	San Dimas					
		Tree Trimming (SOW 11.2)	Periodic Services		\$250.00	\$275.00	\$302.50	\$332.75	
		Aerification (SOW 11.3)			\$0.00	\$0.00	\$0.00	\$0.00	
		Fertilization (SOW 11.4)			\$5.00	\$5.50	\$6.05	\$6.66	
		All other services (Services within HRS/Days of Operation)			\$500.00	\$550.00	\$605.00	\$665.50	
10293	7	Treasurer and Tax Collector/Office of Warehouse	16610 Chestnut St.	City of Industry					
		Tree Trimming (SOW 11.2)	Periodic Services		\$200.00	\$220.00	\$242.00	\$266.20	
		Aerification (SOW 11.3)			\$0.00	\$0.00	\$0.00	\$0.00	
		Fertilization (SOW 11.4)			\$20.00	\$22.00	\$24.20	\$26.62	
		All other services (Services within HRS/Days of Operation)			\$1,100.00	\$1,210.00	\$1,331.00	\$1,464.10	
10164	8	Community & Senior Services/Community & Senior Services Citizens Service Center	1441 Santa Anita Ave.	South El Monte					
		Tree Trimming (SOW 11.2)	Periodic Services		\$100.00	\$110.00	\$121.00	\$133.10	
		Aerification (SOW 11.3)			\$10.00	\$11.00	\$12.10	\$13.31	
		Fertilization (SOW 11.4)			\$20.00	\$22.00	\$24.20	\$26.62	
		All other services (Services within HRS/Days of Operation)			\$570.00	\$627.00	\$689.70	\$758.67	
10851	9	Public Social Services/Parking Lot	340 Short St.	Pomona					
		Tree Trimming (SOW 11.2)	Periodic Services		\$450.00	\$495.00	\$544.50	\$598.95	
		Aerification (SOW 11.3)			\$20.00	\$22.00	\$24.20	\$26.62	
		Fertilization (SOW 11.4)			\$15.00	\$16.50	\$18.15	\$19.97	
		All other services (Services within HRS/Days of Operation)			\$850.00	\$935.00	\$1,028.50	\$1,131.35	
TOTAL					\$18,030.00	\$19,833.00	\$21,816.30	\$23,997.93	

ADDITIONAL SERVICES*				
SERVICE	RATE (\$) Effective 10/01/22	RATE (\$) Effective 01/01/23	RATE (\$) Effective 01/01/24	RATE (\$) Effective 01/01/25 and Beyond
Facility Additions - Staffing	\$ 38.00	\$ 41.80	\$ 45.98	\$ 50.58
Landscape Laborer (Hourly Rate)	\$ 38.00	\$ 41.80	\$ 45.98	\$ 50.58
Principal Landscaper (Hourly Rate)	\$ 44.00	\$ 48.40	\$ 53.24	\$ 58.56
Supervisor (Hourly Rate)	\$ 60.00	\$ 66.00	\$ 72.60	\$ 79.86

Notes*

These rates shall be fully burdened.

Effective January 1, 2022 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.

FACILITY AND LANDSCAPE SPECIFICATION SHEETS

ISD
Custodial Services Division
Facility and Landscape Specification Sheet

EXHIBIT C
BIS #00780

Region 2 Facility No. 1	
Department/Facility	Children & Family Services/McLaren Hall
Address	4024 N. Durfee Ave., El Monte, CA 91732
Days/Hours of Operation	Bi-Weekly: All work to be done during daylight hours

Description	Required Maintenance
Number of Trees	186
Number of Palm Trees	1
Number of Planters	20
Shrubs	Yes
Hedges	Yes
Grass	Yes
Irrigation System	Yes

General Service Requirements	Frequency
3.1 Mowing	Weekly
3.2 Edging/Detailing	Weekly
3.3 Weed Control	Bi-Weekly
3.4 Litter Control	Bi-Weekly
3.5 Raking	Bi-Weekly
3.6 Tree Pruning, Hedges, Ground Cover, Damage to shrubs, trees, turf or ground cover	As needed
3.7 Watering	Varies according to season
3.8 Irrigation System Maintenance	Inspection of the irrigation equipment at each facility to ensure operability within sixty (60) days of contract start date
3.9 Disease/Insect Control	As needed
3.10 Rodent Control	All areas shall 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
Specialty Service Requirements	Frequency
4.1 Chemical Edging/Detailing	Once every two (2) months, April to September; once every three (3) months, October to March
4.2 Trimming and Crowning of Trees	All trees (excluding palm trees) shall be trimmed and thinned at each facility once every two years, with the first occurrence within the first year of the Contract, unless otherwise approved by the County Project Manager. Palm trees shall be maintained and kept free of dead fronds and potential falling debris at all times
4.3 Aerification	Aerate all turf areas two (2) times per year on a schedule approved by County Project Manager or designee
4.4 Fertilization	Fertilize turf areas at a minimum two (2) times per year, or as requested by County Project Manager
4.5 Renovation/Vertical Mowing	As requested by County at an agreed to additional cost
4.6 Cultivating	As needed
4.7 Turf Reseeding/Restoration of Bare Areas	As requested by County at an agreed additional cost

Describe Special Operational Requirements
Hand watering is required in some areas at this site.

FOS District #: _____
Contract Monitor: _____

ISD
Custodial Services Division
Facility and Landscape Specification Sheet

EXHIBIT C
BIS #05582

Region 2 Facility No. 2	
Department/Facility	Public Works/La Puente District Office
Address	16005 E. Central Ave., La Puente, CA 91744
Days/Hours of Operation	Weekly: All work to be done during daylight hours

Description	Required Maintenance
Number of Trees	10
Number of Palm Trees	3
Number of Planters	4
Shrubs	Yes
Hedges	Yes
Grass	Yes
Irrigation System	Yes

General Service Requirements	Frequency
3.1 Mowing	Weekly
3.2 Edging/Detailing	Weekly
3.3 Weed Control	Weekly
3.4 Litter Control	Weekly
3.5 Raking	Weekly
3.6 Tree Pruning, Hedges, Ground Cover, Damage to shrubs, trees, turf or ground cover	As needed
3.7 Watering	Varies according to season
3.8 Irrigation System Maintenance	Inspection of the irrigation equipment at each facility to ensure operability within sixty (60) days of contract start date
3.9 Disease/Insect Control	As needed
3.10 Rodent Control	All areas shall 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
Specialty Service Requirements	Frequency
4.1 Chemical Edging/Detailing	Once every two (2) months, April to September; once every three (3) months, October to March
4.2 Trimming and Crowning of Trees	All trees (excluding palm trees) shall be trimmed and thinned at each facility once every two years, with the first occurrence within the first year of the Contract, unless otherwise approved by the County Project Manager. Palm trees shall be maintained and kept free of dead fronds and potential falling debris at all times
4.3 Aerification	Aerate all turf areas two (2) times per year on a schedule approved by County Project Manager or designee
4.4 Fertilization	Fertilize turf areas at a minimum two (2) times per year, or as requested by County Project Manager
4.5 Renovation/Vertical Mowing	As requested by County at an agreed to additional cost
4.6 Cultivating	As needed
4.7 Turf Reseeding/Restoration of Bare Areas	As requested by County at an agreed additional cost

Describe Special Operational Requirements
--

FOS District #: _____
Contract Monitor: _____

ISD
Custodial Services Division
Facility and Landscape Specification Sheet

EXHIBIT C
BIS #03810

Region 2 Facility No. 3	
Department/Facility	Public Health/Pomona Public Health Center
Address	750 S. Park Ave., Pomona, CA 91766
Days/Hours of Operation	Weekly: All work to be done during daylight hours

Description	Required Maintenance
Number of Trees	36
Number of Palm Trees	0
Number of Planters	0
Shrubs	Yes
Hedges	Yes
Grass	No
Irrigation System	Yes

General Service Requirements	Frequency
3.1 Mowing	Weekly
3.2 Edging/Detailing	Weekly
3.3 Weed Control	Weekly
3.4 Litter Control	Weekly
3.5 Raking	Weekly
3.6 Tree Pruning, Hedges, Ground Cover, Damage to shrubs, trees, turf or ground cover	As needed
3.7 Watering	Varies according to season
3.8 Irrigation System Maintenance	Inspection of the irrigation equipment at each facility to ensure operability within sixty (60) days of contract start date
3.9 Disease/Insect Control	As needed
3.10 Rodent Control	All areas shall 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
Specialty Service Requirements	Frequency
4.1 Chemical Edging/Detailing	Once every two (2) months, April to September; once every three (3) months, October to March
4.2 Trimming and Crowning of Trees	All trees (excluding palm trees) shall be trimmed and thinned at each facility once every two years, with the first occurrence within the first year of the Contract, unless otherwise approved by the County Project Manager. Palm trees shall be maintained and kept free of dead fronds and potential falling debris at all times
4.3 Aerification	Aerate all turf areas two (2) times per year on a schedule approved by County Project Manager or designee
4.4 Fertilization	Fertilize turf areas at a minimum two (2) times per year, or as requested by County Project Manager
4.5 Renovation/Vertical Mowing	As requested by County at an agreed to additional cost
4.6 Cultivating	As needed
4.7 Turf Reseeding/Restoration of Bare Areas	As requested by County at an agreed additional cost

Describe Special Operational Requirements
Hand watering is required at this site.

FOS District #: _____

Contract Monitor: _____

ISD
Custodial Services Division
Facility and Landscape Specification Sheet

EXHIBIT C
BIS #10773

Region 2 Facility No. 4	
Department/Facility	Public Works/Fair Plex Park & Ride
Address	1819 Gillette Rd., Pomona, CA 91768
Days/Hours of Operation	Weekly: All work to be done during daylight hours

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
3.1 Mowing	Weekly
3.2 Edging/Detailing	Weekly
3.3 Weed Control	Weekly
3.4 Litter Control	Weekly
3.5 Raking	Weekly
3.6 Tree Pruning, Hedges, Ground Cover, Damage to shrubs, trees, turf or ground cover	As needed
3.7 Watering	Varies according to season
3.8 Irrigation System Maintenance	Inspection of the irrigation equipment at each facility to ensure operability within sixty (60) days of contract start date
3.9 Disease/Insect Control	As needed
3.10 Rodent Control	All areas shall 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
Specialty Service Requirements	Frequency
4.1 Chemical Edging/Detailing	Once every two (2) months, April to September; once every three (3) months, October to March
4.2 Trimming and Crowning of Trees	All trees (excluding palm trees) shall be trimmed and thinned at each facility once every two years, with the first occurrence within the first year of the Contract, unless otherwise approved by the County Project Manager. Palm trees shall be maintained and kept free of dead fronds and potential falling debris at all times
4.3 Aerification	Aerate all turf areas two (2) times per year on a schedule approved by County Project Manager or designee
4.4 Fertilization	Fertilize turf areas at a minimum two (2) times per year, or as requested by County Project Manager
4.5 Renovation/Vertical Mowing	As requested by County at an agreed to additional cost
4.6 Cultivating	As needed
4.7 Turf Reseeding/Restoration of Bare Areas	As requested by County at an agreed additional cost

Describe Special Operational Requirements
Landscape areas at this facility have expanded with additional planters, trees, shrubs, and a new sprinkler system. The level of maintenance services has been increased.

FOS District #: _____

Contract Monitor: _____

ISD
Custodial Services Division
Facility and Landscape Specification Sheet

EXHIBIT C
BIS #10851

Region 2 Facility No. 5	
Department/Facility	Public Social Services/Auto Park
Address	2040 W. Holt Ave., Pomona, CA 91768
Days/Hours of Operation	Weekly: All work to be done during daylight hours

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
3.1 Mowing	Weekly
3.2 Edging/Detailing	Weekly
3.3 Weed Control	Weekly
3.4 Litter Control	Weekly
3.5 Raking	Weekly
3.6 Tree Pruning, Hedges, Ground Cover, Damage to shrubs, trees, turf or ground cover	As needed
3.7 Watering	Varies according to season
3.8 Irrigation System Maintenance	Inspection of the irrigation equipment at each facility to ensure operability within sixty (60) days of contract start date
3.9 Disease/Insect Control	As needed
3.10 Rodent Control	All areas shall 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
Specialty Service Requirements	Frequency
4.1 Chemical Edging/Detailing	Once every two (2) months, April to September; once every three (3) months, October to March
4.2 Trimming and Crowning of Trees	All trees (excluding palm trees) shall be trimmed and thinned at each facility once every two years, with the first occurrence within the first year of the Contract, unless otherwise approved by the County Project Manager. Palm trees shall be maintained and kept free of dead fronds and potential falling debris at all times
4.3 Aerification	Aerate all turf areas two (2) times per year on a schedule approved by County Project Manager or designee
4.4 Fertilization	Fertilize turf areas at a minimum two (2) times per year, or as requested by County Project Manager
4.5 Renovation/Vertical Mowing	As requested by County at an agreed to additional cost
4.6 Cultivating	As needed
4.7 Turf Reseeding/Restoration of Bare Areas	As requested by County at an agreed additional cost

Describe Special Operational Requirements

FOS District #: _____
Contract Monitor: _____

ISD
Custodial Services Division
Facility and Landscape Specification Sheet

EXHIBIT C
BIS #10772

Region 2 Facility No. 6	
Department/Facility	Public Works/Via Verde Park & Ride
Address	21302 Via Verde Rd., San Dimas, CA 91724
Days/Hours of Operation	Weekly: All work to be done during daylight hours

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
3.1 Mowing	Weekly
3.2 Edging/Detailing	Weekly
3.3 Weed Control	Weekly
3.4 Litter Control	Weekly
3.5 Raking	Weekly
3.6 Tree Pruning, Hedges, Ground Cover, Damage to shrubs, trees, turf or ground cover	As needed
3.7 Watering	Varies according to season
3.8 Irrigation System Maintenance	Inspection of the irrigation equipment at each facility to ensure operability within sixty (60) days of contract start date
3.9 Disease/Insect Control	as-needed
3.10 Rodent Control	All areas shall 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
Specialty Service Requirements	Frequency
4.1 Chemical Edging/Detailing	Once every two (2) months, April to September; once every three (3) months, October to March
4.2 Trimming and Crowning of Trees	All trees (excluding palm trees) shall be trimmed and thinned at each facility once every two years, with the first occurrence within the first year of the Contract, unless otherwise approved by the County Project Manager. Palm trees shall be maintained and kept free of dead fronds and potential falling debris at all times
4.3 Aerification	Aerate all turf areas two (2) times per year on a schedule approved by County Project Manager or designee
4.4 Fertilization	Fertilize turf areas at a minimum two (2) times per year, or as requested by County Project Manager
4.5 Renovation/Vertical Mowing	As requested by County at an agreed to additional cost
4.6 Cultivating	As needed
4.7 Turf Reseeding/Restoration of Bare Areas	As requested by County at an agreed additional cost

Describe Special Operational Requirements

FOS District #: _____

Contract Monitor: _____

ISD
Custodial Services Division
Facility and Landscape Specification Sheet

EXHIBIT C
BIS #10293

Region 2 Facility No. 7	
Department/Facility	Treasurer and Tax Collector/Office and Warehouse
Address	16610 Chestnut St., City of Industry, CA 91748
Days/Hours of Operation	Weekly: All work to be done during daylight hours

Description	Required Maintenance
Number of Trees	11
Number of Palm Trees	9
Number of Planters	4
Shrubs	Yes
Hedges	Yes
Grass	Yes
Irrigation System	No

General Service Requirements	Frequency
3.1 Mowing	Weekly
3.2 Edging/Detailing	Weekly
3.3 Weed Control	Weekly
3.4 Litter Control	Weekly
3.5 Raking	Weekly
3.6 Tree Pruning, Hedges, Ground Cover, Damage to shrubs, trees, turf or ground cover	As needed
3.7 Watering	Varies according to season
3.8 Irrigation System Maintenance	Inspection of the irrigation equipment at each facility to ensure operability within sixty (60) days of contract start date
3.9 Disease/Insect Control	As needed
3.10 Rodent Control	All areas shall 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
Specialty Service Requirements	Frequency
4.1 Chemical Edging/Detailing	Once every two (2) months, April to September; once every three (3) months, October to March
4.2 Trimming and Crowning of Trees	All trees (excluding palm trees) shall be trimmed and thinned at each facility once every two years, with the first occurrence within the first year of the Contract, unless otherwise approved by the County Project Manager. Palm trees shall be maintained and kept free of dead fronds and potential falling debris at all times
4.3 Aerification	Aerate all turf areas two (2) times per year on a schedule approved by County Project Manager or designee
4.4 Fertilization	Fertilize turf areas at a minimum two (2) times per year, or as requested by County Project Manager
4.5 Renovation/Vertical Mowing	As requested by County at an agreed to additional cost
4.6 Cultivating	As needed
4.7 Turf Reseeding/Restoration of Bare Areas	As requested by County at an agreed additional cost

Describe Special Operational Requirements
Hand watering required in planters with no existing irrigation.

FOS District #: _____
Contract Monitor: _____

ISD
Custodial Services Division
Facility and Landscape Specification Sheet

EXHIBIT C
BIS #10164

Region 2 Facility No. 8	
Department/Facility	Community & Senior Services/Community & Senior Citizens Service Center
Address	1441 Santa Anita Ave., South El Monte, CA 91733
Days/Hours of Operation	Twice a week: All work to be done during daylight hours

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
3.1 Mowing	Weekly
3.2 Edging/Detailing	Weekly
3.3 Weed Control	Twice a week
3.4 Litter Control	Twice a week
3.5 Raking	Twice a week
3.6 Tree Pruning, Hedges, Ground Cover, Damage to shrubs, trees, turf or ground cover	As needed
3.7 Watering	Varies according to season
3.8 Irrigation System Maintenance	Inspection of the irrigation equipment at each facility to ensure operability within sixty (60) days of contract start date
3.9 Disease/Insect Control	As needed
3.10 Rodent Control	All areas shall 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
Specialty Service Requirements	Frequency
4.1 Chemical Edging/Detailing	Once every two (2) months, April to September; once every three (3) months, October to March
4.2 Trimming and Crowning of Trees	All trees (excluding palm trees) shall be trimmed and thinned at each facility once every two years, with the first occurrence within the first year of the Contract, unless otherwise approved by the County Project Manager. Palm trees shall be maintained and kept free of dead fronds and potential falling debris at all times
4.3 Aerification	Aerate all turf areas two (2) times per year on a schedule approved by County Project Manager or designee
4.4 Fertilization	Fertilize turf areas at a minimum two (2) times per year, or as requested by County Project Manager
4.5 Renovation/Vertical Mowing	As requested by County at an agreed to additional cost
4.6 Cultivating	As needed
4.7 Turf Reseeding/Restoration of Bare Areas	As requested by County at an agreed additional cost

Describe Special Operational Requirements

FOS District #: _____

Contract Monitor: _____

ISD
Custodial Services Division
Facility and Landscape Specification Sheet

EXHIBIT C
BIS #10851

Region 2 Facility No. 9	
Department/Facility	DPSS/Parking (DPSS Pomona District Office)
Address	340 Short Street, Pomona CA 91768
Days/Hours of Operation	Weekly – Thursday's

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
3.1 Mowing	N/A
3.2 Edging/Detailing	Weekly
3.3 Weed Control	Weekly
3.4 Litter Control	Weekly
3.5 Raking	Weekly
3.6 Tree Pruning, Hedges, Ground Cover, Damage to shrubs, trees, turf or ground cover	As needed
3.7 Watering	Varies according to season
3.8 Irrigation System Maintenance	Inspection of the irrigation equipment at each facility to ensure operability within sixty (60) days of contract start date
3.9 Disease/Insect Control	As needed
3.10 Rodent Control	All areas shall 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.
Specialty Service Requirements	Frequency
4.1 Chemical Edging/Detailing	Once every two (2) months, April to September; once every three (3) months, October to March
4.2 Trimming and Crowning of Trees	All trees (excluding palm trees) shall be trimmed and thinned at each facility once every two years, with the first occurrence within the first year of the Contract, unless otherwise approved by the County Project Manager. Palm trees shall be maintained and kept free of dead fronds and potential falling debris at all times.
4.3 Aerification	Aerate all turf areas two (4) times per year, or as requested by the County Project Manager
4.4 Fertilization	Fertilize turf areas at a minimum two (2) times per year, or as requested by the County Project Manager
4.5 Renovation/Vertical Mowing	As requested by the County at an agreed to additional cost
4.6 Cultivating	As needed
4.7 Turf Reseeding/Restoration of Bare Areas	As requested by the County at an agreed to additional cost

Describe Special Operational Requirements

FOS District #: _____
Contract Monitor: _____

CONTRACTOR'S EEO CERTIFICATION

Contractor Name

Address

Internal Revenue Service Employer Identification Number**GENERAL CERTIFICATION**

In accordance with Section 4.32.010 of the Code of the County of Los Angeles, the contractor, supplier, or vendor certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

CONTRACTOR'S SPECIFIC CERTIFICATIONS

- | | | | |
|----|---|------------------------------|-----------------------------|
| 1. | The Contractor has a written policy statement prohibiting discrimination in all phases of employment. | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 2. | The Contractor periodically conducts a self analysis or utilization analysis of its work force. | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 3. | The Contractor has a system for determining if its employment practices are discriminatory against protected groups. | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 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. | Yes <input type="checkbox"/> | No <input type="checkbox"/> |

Authorized Official's Printed Name and Title

Authorized Official's Signature

Date

COUNTY'S ADMINISTRATION

CONTRACT NO. _____

COUNTY PROJECT DIRECTOR:

Name: Christie Carr
Title: Division Manager
Address: 1100 N Eastern Ave
Los Angeles, CA 90063
Telephone: (323) 267-3101 Facsimile: (323) 415-8521
E-Mail Address: CCarr@isd.lacounty.gov

COUNTY PROJECT MANAGER:

Name: Nermeen Awad
Title: Division Manager
Address: 1100 N Eastern Ave
Los Angeles, CA 90063
Telephone: (323) 267-3100 Facsimile: (323) 881-0132
E-Mail Address: NAwad@isd.lacounty.gov

COUNTY CONTRACT PROJECT MONITOR:

Name: Various
Title: Facilities Contract Monitors
Address: 1100 N Eastern Ave
Los Angeles, CA 90063
Telephone: _____ Facsimile: (323) 415-6877
E-Mail Address: _____

CONTRACTOR'S ADMINISTRATION**CONTRACTOR'S NAME:** _____**CONTRACT NO:** _____**CONTRACTOR'S PROJECT MANAGER:** _____

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

CONTRACTOR'S AUTHORIZED OFFICIAL(S)

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

Notices to Contractor shall be sent to the following:

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

CONTRACTOR NAME _____ 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 shall 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: ____/____/____

PRINTED NAME: _____

POSITION: _____

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

2.203.010 Findings.

The board of supervisors makes the following findings. The county of Los Angeles allows its permanent, full-time employees unlimited jury service at their regular pay. Unfortunately, many businesses do not offer or are reducing or even eliminating compensation to employees who serve on juries. This creates a potential financial hardship for employees who do not receive their pay when called to jury service, and those employees often seek to be excused from having to serve. Although changes in the court rules make it more difficult to excuse a potential juror on grounds of financial hardship, potential jurors continue to be excused on this basis, especially from longer trials. This reduces the number of potential jurors and increases the burden on those employers, such as the county of Los Angeles, who pay their permanent, full-time employees while on juror duty. For these reasons, the county of Los Angeles has determined that it is appropriate to require that the businesses with which the county contracts possess reasonable jury service policies. (Ord. 2002-0015 § 1 (part), 2002)

2.203.020 Definitions.

The following definitions shall be applicable to this chapter:

- A. "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 \$50,000 or more in any 12-month period under one or more such contracts or subcontracts.
- B. "Employee" means any California resident who is a full-time employee of a contractor under the laws of California.
- C. "Contract" means any agreement to provide goods to, or perform services for or on behalf of, the county but does not include:
 - 1. A contract where the board finds that special circumstances exist that justify a waiver of the requirements of this chapter; or
 - 2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor; or
 - 3. A purchase made through a state or federal contract; or
 - 4. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, or reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-3700 or a successor provision; or
 - 5. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, Section 4.4.0 or a successor provision; or
 - 6. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-2810 or a successor provision; or
 - 7. A non-agreement purchase with a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section A-0300 or a successor provision; or
 - 8. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section PP-1100 or a successor provision.

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

- D. "Full time" means 40 hours or more worked per week, or a lesser number of hours if:
1. The lesser number is a recognized industry standard as determined by the chief administrative officer, or
 2. The contractor has a long-standing practice that defines the lesser number of hours as full time.
- E. "County" means the county of Los Angeles or any public entities for which the board of supervisors is the governing body. (Ord. 2002-0040 § 1, 2002: Ord. 2002-0015 § 1 (part), 2002)

2.203.030 Applicability.

This chapter shall apply to contractors who enter into contracts that commence after July 11, 2002. This chapter shall also apply to contractors with existing contracts which are extended into option years that commence after July 11, 2002. Contracts that commence after May 28, 2002, but before July 11, 2002, shall be subject to the provisions of this chapter only if the solicitations for such contracts stated that the chapter would be applicable. (Ord. 2002-0040 § 2, 2002: Ord. 2002-0015 § 1 (part), 2002)

2.203.040 Contractor Jury Service Policy.

A contractor shall have and adhere to a written policy that provides that its employees shall receive from the contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the contractor or that the contractor deduct from the employees' regular pay the fees received for jury service. (Ord. 2002-0015 § 1 (part), 2002)

2.203.050 Other Provisions.

- A. Administration. The chief administrative officer shall be responsible for the administration of this chapter. The chief administrative officer may, with the advice of county counsel, issue interpretations of the provisions of this chapter and 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.
- B. Compliance Certification. At the time of seeking a contract, a contractor shall certify to the county that it has and adheres to a policy consistent with this chapter or will have and adhere to such a policy prior to award of the contract. (Ord. 2002-0015 § 1 (part), 2002)

2.203.060 Enforcement and Remedies.

For a contractor's violation of any provision of this chapter, the county department head responsible for administering the contract may do one or more of the following:

1. Recommend to the board of supervisors the termination of the contract; and/or,
2. Pursuant to chapter 2.202, seek the debarment of the contractor. (Ord. 2002-0015 § 1 (part), 2002)

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

Page 3 of 3

2.203.070. Exceptions.

- A. Other Laws. This chapter shall not be interpreted or applied to any contractor or to any employee in a manner inconsistent with the laws of the United States or California.
- B. Collective Bargaining Agreements. This chapter shall be superseded by a collective bargaining agreement that expressly so provides.
- C. Small Business. This chapter shall not be applied to any contractor that meets all of the following:
 - 1. Has ten or fewer employees during the contract period; and,
 - 2. Has annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, are less than \$500,000; and,
 - 3. Is not an affiliate or subsidiary of a business dominant in its field of operation.

“Dominant in its field of operation” means having more than ten employees and annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, exceed \$500,000.

“Affiliate or subsidiary of a business dominant in its field of operation” means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation. (Ord. 2002-0015 § 1 (part), 2002)

2.203.090. 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. 2002-0015 § 1 (part), 2002)

SAFELY SURRENDERED BABY LAW

Safely Surrendered



No shame. No blame. No names.

In Los Angeles County: 1-877-BABY SAFE • 1-877-222-9723

www.babysafela.org



Safely Surrendered Baby Law

What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents or other persons, with lawful custody, which means anyone to whom the parent has given permission to confidentially surrender a baby. As long as the baby is three days (72 hours) of age or younger and has not been abused or neglected, the baby may be surrendered without fear of arrest or prosecution.

Every baby deserves a chance for a healthy life. If someone you know is considering abandoning a baby, let her know there are other options. For three days (72 hours) after birth, a baby can be surrendered to staff at any hospital or fire station in Los Angeles County.

How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially, and safely surrender a baby within three days (72 hours) of birth. The baby must be handed to an employee at a hospital or fire station in Los Angeles County. As long as the baby shows no sign of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, staff will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent or other surrendering adult.

What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their baby within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

Can only a parent bring in the baby?

No. While in most cases a parent will bring in the baby, the Law allows other people to bring in the baby if they have lawful custody.

Does the parent or surrendering adult have to call before bringing in the baby?

No. A parent or surrendering adult can bring in a baby anytime, 24 hours a day, 7 days a week, as long as the parent or surrendering adult surrenders the baby to someone who works at the hospital or fire station.

Does the parent or surrendering adult have to tell anything to the people taking the baby?

No. However, hospital or fire station personnel will ask the surrendering party to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the baby. The questionnaire includes a stamped return envelope and can be sent in at a later time.

What happens to the baby?

The baby will be examined and given medical treatment. Upon release from the hospital, social workers immediately place the baby in a safe and loving home and begin the adoption process.

What happens to the parent or surrendering adult?

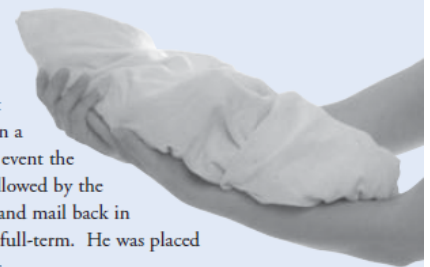
Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

Why is California doing this?

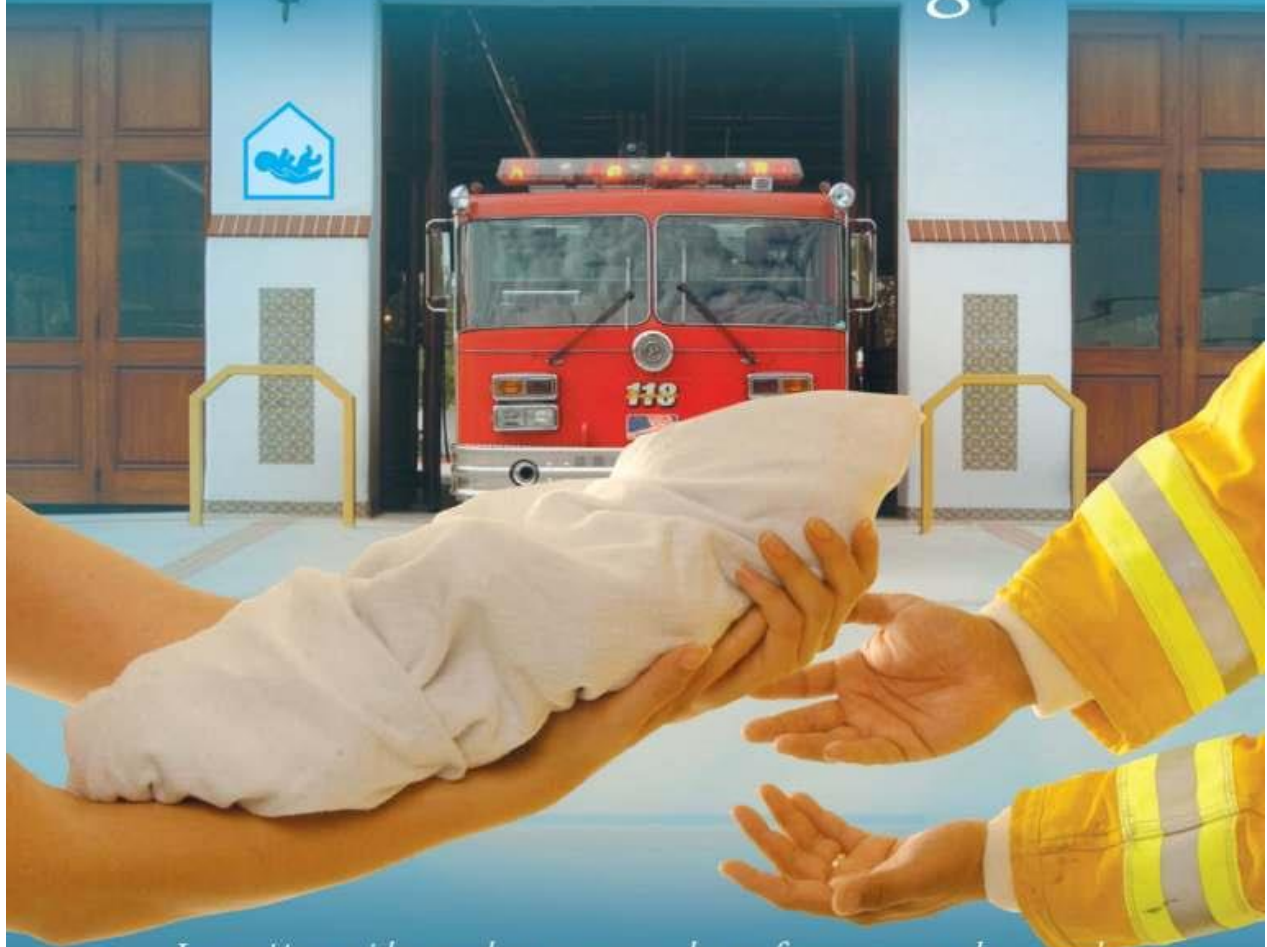
The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned, hurt or killed by their parents. You may have heard tragic stories of babies left in dumpsters or public bathrooms. Their parents may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had no one or nowhere to turn for help, they abandoned their babies. Abandoning a baby is illegal and places the baby in extreme danger. Too often, it results in the baby's death. The Safely Surrendered Baby Law prevents this tragedy from ever happening again in California.

A baby's story

Early in the morning on April 9, 2005, a healthy baby boy was safely surrendered to nurses at Harbor-UCLA Medical Center. The woman who brought the baby to the hospital identified herself as the baby's aunt and stated the baby's mother had asked her to bring the baby to the hospital on her behalf. The aunt was given a bracelet with a number matching the anklet placed on the baby; this would provide some identification in the event the mother changed her mind about surrendering the baby and wished to reclaim the baby in the 14-day period allowed by the Law. The aunt was also provided with a medical questionnaire and said she would have the mother complete and mail back in the stamped return envelope provided. The baby was examined by medical staff and pronounced healthy and full-term. He was placed with a loving family that had been approved to adopt him by the Department of Children and Family Services.



Ley de Entrega de Bebés *Sin Peligro*



Los recién nacidos pueden ser entregados en forma segura al personal de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles

Sin pena. Sin culpa. Sin nombres.

En el Condado de Los Ángeles: 1-877-BABY SAFE • 1-877-222-9723

www.babysafela.org



En el Condado de Los Ángeles: 1-877-BABY SAFE • 1-877-222-9723

www.babysafela.org

Ley de Entrega de Bebés Sin Peligro

¿Qué es la Ley de Entrega de Bebés sin Peligro?

La Ley de Entrega de Bebés sin Peligro de California permite la entrega confidencial de un recién nacido por parte de sus padres u otras personas con custodia legal, es decir cualquier persona a quien los padres le hayan dado permiso. Siempre que el bebé tenga tres días (72 horas) de vida o menos, y no haya sufrido abuso ni negligencia, pueden entregar al recién nacido sin temor de ser arrestados o procesados.

Cada recién nacido se merece la oportunidad de tener una vida saludable. Si alguien que usted conoce está pensando en abandonar a un recién nacido, infórmele que tiene otras opciones. Hasta tres días (72 horas) después del nacimiento, se puede entregar un recién nacido al personal de cualquier hospital o cuartel de bomberos del condado de Los Angeles.

¿Cómo funciona?

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura dentro de los tres días (72 horas) del nacimiento. El bebé debe ser entregado a un empleado de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazaletes y el padre/madre o el adulto que lo entregue recibirá un brazaletes igual.

¿Qué pasa si el padre/madre desea recuperar a su bebé?

Los padres que cambien de opinión pueden comenzar el proceso de reclamar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Ángeles al 1-800-540-4000.

¿Sólo los padres podrán llevar al recién nacido?

No. Si bien en la mayoría de los casos son los padres los que llevan al bebé, la ley permite que otras personas lo hagan si tienen custodia legal.

¿Los padres o el adulto que entrega al bebé deben llamar antes de llevar al bebé?

No. El padre/madre o adulto puede llevar al bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, siempre y cuando entreguen a su bebé a un empleado del hospital o cuartel de bomberos.

¿Es necesario que el padre/madre o adulto diga algo a las personas que reciben al bebé?

No. Sin embargo, el personal del hospital o cuartel de bomberos le pedirá a la persona que entregue al bebé que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para cuidar bien del bebé. El cuestionario incluye un sobre con el sello postal pagado para enviarlo en otro momento.

¿Qué pasará con el bebé?

El bebé será examinado y le brindarán atención médica. Cuando le den el alta del hospital, los trabajadores sociales inmediatamente ubicarán al bebé en un hogar seguro donde estará bien atendido, y se comenzará el proceso de adopción.

¿Qué pasará con el padre/madre o adulto que entregue al bebé?

Una vez que los padres o adulto hayan entregado al bebé al personal del hospital o cuartel de bomberos, pueden irse en cualquier momento.

¿Por qué se está haciendo esto en California?

La finalidad de la Ley de Entrega de Bebés sin Peligro es proteger a los bebés para que no sean abandonados, lastimados o muertos por sus padres. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Los padres de esos bebés probablemente hayan estado pasando por dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus bebés porque tenían miedo y no tenían nadie a quien pedir ayuda. El abandono de un recién nacido es ilegal y pone al bebé en una situación de peligro extremo. Muy a menudo el abandono provoca la muerte del bebé. La Ley de Entrega de Bebés sin Peligro impide que vuelva a suceder esta tragedia en California.

Historia de un bebé

A la mañana temprano del día 9 de abril de 2005, se entregó un recién nacido saludable a las enfermeras del Harbor-UCLA Medical Center. La mujer que llevó el recién nacido al hospital se dio a conocer como la tía del bebé, y dijo que la madre le había pedido que llevara al bebé al hospital en su nombre. Le entregaron a la tía un brazaletes con un número que coincidía con la pulsera del bebé; esto serviría como identificación en caso de que la madre cambiara de opinión con respecto a la entrega del bebé y decidiera recuperarlo dentro del período de 14 días que permite esta ley. También le dieron a la tía un cuestionario médico, y ella dijo que la madre lo llenaría y lo enviaría de vuelta dentro del sobre con franqueo pagado que le habían dado. El personal médico examinó al bebé y se determinó que estaba saludable y a término. El bebé fue ubicado con una buena familia que ya había sido aprobada para adoptarlo por el Departamento de Servicios para Niños y Familias.



Title 2 ADMINISTRATION
Chapter 2.201 LIVING WAGE PROGRAM

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

Title 2 ADMINISTRATION
Chapter 2.201 LIVING WAGE PROGRAM

- 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;
 - 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.

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

Title 2 ADMINISTRATION
Chapter 2.201 LIVING WAGE PROGRAM

(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.)

Title 2 ADMINISTRATION
Chapter 2.201 LIVING WAGE PROGRAM

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

Title 2 ADMINISTRATION
Chapter 2.201 LIVING WAGE PROGRAM

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.)

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
March 1, 2016	\$13.25
January 1, 2017	\$14.25
January 1, 2018	\$15.00
January 1, 2019	\$15.79
January 1, 2020	\$16.31
January 1, 2021	\$16.62
January 1, 2022	CPI

Effective January 1, 2020, 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.



COUNTY OF LOS ANGELES
LIVING WAGE PROGRAM

PAYROLL STATEMENT OF COMPLIANCE

I, _____, _____
(Name of Owner or Company Representative) (Title)

Do hereby state:

1. That I pay or supervise the payment of the persons employed by _____
Company or Subcontractor
on the _____ that during the payroll period commencing on the _____
Service, Building or Work Site
_____ day of _____, and ending the _____ day of _____
Calendar Day of Month Month and Year Calendar Day of Month
_____ all persons employed on said work site have been paid the full weekly wages
Month and Year
earned, that no rebates have been or will be made, either directly or indirectly, to or on behalf of
_____ from the full weekly wages earned by any
Company Name
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:

2. 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

Owner or Company Representative Signature:

Date:

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.

CHARITABLE CONTRIBUTIONS CERTIFICATION

Company Name

Address

Internal Revenue Service Employer Identification Number

California Registry of Charitable Trusts "CT" number (if applicable)

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

Check the Certification below that is applicable to your company.

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

OR

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

Signature

Date

Name and Title of Signer (please print)

**LANDSCAPE SERVICES
REGION 2
FACILITY ADDRESSES AND SUPERVISORIAL DISTRICT**

FACILITY	DEPARTMENT	ADDRESS	CITY	SUPERVISORIAL DISTRICT
1	Children and Family Services/McLaren Hall	4024 N. Durfee Ave.	El Monte	1
2	Public Works	16005 E. Central Ave.	La Puente	1
3	Public Health/Pomona Public Health Center	750 S. Park Ave.	Pomona	1
4	Public Works/Fairplex Park and Ride	1819 Gillette Rd.	Pomona	1
5	Public Social Services/Auto Park	2040 W. Holt Ave.	Pomona	1
6	Public Works/Via Verde Park and Ride	21302 Via Verde Rd.	San Dimas	5
7	Treasurer and Tax Collector/Office of Warehouse	16610 Chestnut St.	City of Industry	4
8	Workforce Development, Aging and Community Services /Community & Senior Services Citizens	1441 Santa Anita Ave.	South El Monte	1
9	Public Social Services/Parking Lot	340 Short St.	Pomona	1

Estimated Contract Costs

Region	Contractor	1/1/22-12/31/22 (Year 1)	1/1/23-12/31/23 (Year 2)	1/1/24-12/31/24 (Year 3)	TOTAL (Initial Term)
2	Orozco Landscape and Tree Company	\$216,360	\$237,996	\$261,796	\$716,152

Request for Proposals for Landscape Services Region 2

Request for Proposals CMS(RFPC)

Dept:IS

ID:CMS21000001

Not secure | ecaps.lacounty.gov/webapp/FINPSRV11/Advantage

Jump to: Go

Accounts Payable Accounts Receivable General Accounting

Welcome, Armen Turkhuanyan

View 23 of 11 Points for Criteria Code [blank] is blank, you will not be able to ...

Request for Proposals CMS(RFPC) Dept: IS ID: CMS21000001 Ver.: 1 Function: New Phase: Final Modified by e482094, 11/23/20 06:15:57

Document Navigator

- Header
- Schedule of Events
- Terms and Conditions
- Commodity Group
- Commodity
- Commodity T & C
- Evaluation Criteria Group
- Evaluation Criteria Line
- Vendor List
- Free Form Vendor
- Vendor Rotation
- Commodity E-mail Push
- Publishing
- Supporting Documents

Header # 1

General Information Contact Templates Add Templates Reference Documents Document Information Additional Information

Record Date: 11/23/2020

Document Description: Request for Proposals for Landscape Services Region 2

Vendor List Restricted Access to Solicitations?: ☐

Vendor List Restricted Responses?: ☐

Prohibit Online Responses?: ☐

Restrict Public Access Ask Questions?: ☐

Bid Receiving Location:

Attention:

Total of Header Attachments: 8

Total of All Attachments: 8

Prequalified List: ☐

Procurement Folder: 2004694

Procurement Type ID:

Procurement Type: Unclassified

Default Form:

Solicitation Category:

System Gen List: No

Let Date: 11/23/2020

Published Date: 11/23/2020

Published Time: 20:15

Close Date: 01/19/2021

Close Time: 14:00

ATTACHMENT 5

PROP A COST ANALYSIS
PROP A CONTRACT SERVICES (REGION 2) - LANDSCAPE SERVICES
1/1/2022-12/31/2022

[illegible]

COST SAVINGS ^[15]

	REGION 2
TOTAL ESTIMATED AVOIDABLE COSTS:	\$ 482,010.84
TOTAL ESTIMATED CONTRACT COSTS:	\$ 216,360.00
ESTIMATED SAVINGS FROM CONTRACTING: ^{(1)(b)}	\$ 265,650.84

ESTIMATED SAVINGS PERCENTAGE: 55.11%

TOTAL ESTIMATED ONE-TIME START-UP COSTS:	\$	65,714.81
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FOOTNOTES:

[1] Sources: Contractor Staffing Plan and Cost Methodology, Budget Sheets and ISD Calculations. Costs are for the first year of the contract (January 1, 2022 - December 31, 2022).

[2] Contractor Annual Salary Costs are based on hours and rates listed on the contractor's staffing plans and budget sheets.

[3] Annual amount is the total for employee benefits and payroll taxes reflected on the Budget Sheets.

[4] Proposed County staff classifications are generally consistent with the services outlined in the RFP. The classifications also appear to be equivalent to the type of staff used by the contractor.

[5] Proposed Staffing is the same total FTEs as the proposer. Department made adjustments to account for day/night shift positions, PWHs (1743), and reclassified partial positions (generally over 0.2) that resulted from these calculations as a full position, since the County would only employ full-time staff.

[6] Top step of annual salaries for County positions during the first year of the contract, no applicable COLAs after 1/1/21.

[7] Department used the Auditor-Controller FY 2020-21 employee benefit rate of 58.624%.

[8] Per MOUs between County and Bargaining Unit 432, GMS are entitled to an hourly bonus of \$1 per hour worked during evening (5/8 between 4pm and 11pm) or night (5/8 between 9pm and 8am) shifts. Department calculated the bonus for PWH s (1743). Staff will work daytime so no bonus was applied.

[9]

[10] Annual Vehicle/Equipment costs consist of purchase of new vehicles as follows: Purchase 4 FORD cargo van (\$35,000 depreciated over four years) and 4 mowers depreciated over 3 years.

[11] Department used contractor's estimated expenses for Consumable Supplies and subcontractors. Department provided costs based on historical usage/data and or reasonable estimates for Cell Phones, and safety equipment. See "Cost Breakdown" tab for details.

[12] There will not be indirect costs. We will absorb the positions within our current management structure.

[13] Contractor's Annual Profit represents approximately 3.00% of the annual contract cost.

[14] Start-up costs consist of exam administration costs, purchase of new cell phones, new employee physicals, live scan with badges costs, uniforms, equipment and new computers.

[15] The Department calculated the estimated cost savings from contracting.

[16] Actual contract savings may be higher or lower than estimated since ISD may request additional as-needed services (e.g., emergencies, special events, etc.) during the contract period. Since these amounts are not guaranteed, they are not included in the estimates.

COUNTY OF LOS ANGELES
INTERNAL SERVICES DEPARTMENT

PROP A COST ANALYSIS
PROP A CONTRACT SERVICES (REGION 2) - LANDSCAPE SERVICES
1/1/2023-12/31/2023

ATTACHMENT 5

CONTRACTOR COSTS ^[1]					COUNTY AVOIDABLE COSTS									
CLASSIFICATION / SERVICES	EFFECTIVE FTEs	ANNUAL SALARY COSTS ^[2]	ANNUAL EMPLOYEE BENEFIT COSTS ^[3]	TOTAL ANNUAL LABOR COSTS	ITEM NO	CLASSIFICATION ^[4]	PROPOSED STAFFING ^[5]	PWH ADJUSTED TOTAL	STAFFING BASED ON PWH ^[6]	(a) ANNUAL SALARIES ^[6]	(b) 5TH STEP VARIANCE (a)x94.6975%	(c) EMPLOYEE BENEFITS ^[7] (b)x58.624%	(d) BONUS ALLOWANCE ^[8]	TOTAL ANNUAL S&EB (b)+(c)+(d)
REGION 2					REGION 2									
Grounds Maintenance Worker I	3.00	\$ 115,666.56				0352 Grounds Maintenance I	1.00	1.18	1.00	\$ 47,494.92	\$ 44,976.50	\$ 26,367.02	\$ -	\$ 71,343.53
		\$ -				0354 Grounds Maintenance II	1.00	1.18	1.00	\$ 53,184.00	\$ 50,363.92	\$ 29,525.34	\$ -	\$ 79,889.26
		\$ -				0361 Grounds Maintenance Supervisor	1.00	1.18	1.00	\$ 65,751.24	\$ 62,264.78	\$ 36,502.10	\$ -	\$ 98,766.89
		\$ -				0044 Pest Control Worker	1.00	1.18	1.00	\$ 55,602.60	\$ 52,654.27	\$ 30,868.04	\$ -	\$ 83,522.31
		\$ -												
	3.00	\$ 115,666.56												
							4.00		4.00	222,032.76	\$ 210,259.47	\$ 123,262.51	\$ -	333,521.99
ANNUAL LABOR COSTS REGION 2					ANNUAL LABOR COSTS REGION 2									
		\$ 115,666.56	\$ 70,633.56	\$ 186,300.12						\$ 210,259.47	\$ 123,262.51	\$ -	\$ -	\$ 333,521.99
ANNUAL VEHICLE/EQUIPMENT COSTS REGION 2					ANNUAL VEHICLE/EQUIPMENT COSTS ^[10] REGION 2									
				\$ 7,920.00										\$ 58,300.00
ANNUAL SERVICES AND SUPPLIES COSTS REGION 2					ANNUAL SERVICES AND SUPPLIES COSTS ^[11] REGION 2									
				\$ 22,776.00										\$ 91,772.85
ANNUAL GENERAL AND ADMINISTRATIVE COSTS REGION 2					ANNUAL INDIRECT COSTS ^[12] REGION 2									
				\$ 13,860.00										\$ 854.00
ANNUAL PROFIT ^[13] REGION 2					TOTAL ESTIMATED AVOIDABLE COSTS REGION 2									
				\$ 7,139.88										\$ 484,448.84
TOTAL ESTIMATED CONTRACT COSTS REGION 2					ONE-TIME START-UP COSTS ^[14] REGION 2									
				\$ 237,996.00										\$ -
COST SAVINGS ^[15]					REGION 2 - rounding									
TOTAL ESTIMATED AVOIDABLE COSTS:					\$ 484,448.84									
TOTAL ESTIMATED CONTRACT COSTS:					\$ 237,996.00									
ESTIMATED SAVINGS FROM CONTRACTING: ^[16]					\$ 246,452.84									
ESTIMATED SAVINGS PERCENTAGE:					50.87%									
TOTAL ESTIMATED ONE-TIME START-UP COSTS:					\$ -									

FOOTNOTES:

- [1] Sources: Contractor Staffing Plan and Cost Methodology, Budget Sheets and ISD Calculations. Costs are for the first year of the contract (January 1, 2022 - December 31, 2022).
- [2] Contractor Annual Salary Costs are based on hours and rates listed on the contractor's staffing plans and budget sheets.
- [3] Annual amount is the total for employee benefits and payroll taxes reflected on the Budget Sheets.
- [4] Proposed County staff classifications are generally consistent with the services outlined in the RFP. The classifications also appear to be equivalent to the type of staff used by the contractor.
- [5] Proposed Staffing is the same total FTEs as the proposer. Department made adjustments to account for day/night shift positions, PWHs (1743), and reclassified partial positions (generally over 0.2) that resulted from these calculations as a full position, since the County would only employ full-time staff.
- [6] Top step of annual salaries for County positions during the first year of the contract, no applicable COLAs after 1/1/21.
- [7] Department used the Auditor-Controller FY 2020-21 employee benefit rate of 58.624%.
- [8] Per MOUs between County and Bargaining Unit 432, GMS are entitled to an hourly bonus of \$1 per hour worked during evening (5/8 between 4pm and 11pm) or night (5/8 between 9pm and 8am) shifts. Department calculated the bonus for PWH s (1743). Staff will work daytime so no bonus was applied.
- [9]
- [10] Annual Vehicle/Equipment costs consist of purchase of new vehicles as follows: Purchase 4 FORD cargo van (\$35,000 depreciated over four years) and 4 mowers depreciated over 3 years.
- [11] Department used contractor's estimated expenses for Consumable Supplies and subcontractors. Department provided costs based on historical usage/data and or reasonable estimates for Cell Phones, and safety equipment. See "Cost Breakdown" tab for details.
- [12] There will not be indirect costs. We will absorb the positions within our current management structure.
- [13] Contractor's Annual Profit represents approximately 3.00% of the annual contract cost.
- [14] Start-up costs consist of exam administration costs, purchase of new cell phones, new employee physicals, live scan with badges costs, uniforms, equipment and new computers.
- [15] The Department calculated the estimated cost savings from contracting.
- [16] Actual contract savings may be higher or lower than estimated since ISD may request additional as-needed services (e.g., emergencies, special events, etc.) during the contract period. Since these amounts are not guaranteed, they are not included in the estimates.

ATTACHMENT 5

PROP A COST ANALYSIS
PROP A CONTRACT SERVICES (REGION 2) - LANDSCAPE SERVICES
1/1/2024-12/31/2024

CONTRACTOR COSTS ^[1]					COUNTY AVOIDABLE COSTS									
CLASSIFICATION / SERVICES	EFFECTIVE FTEs	ANNUAL SALARY COSTS ^[2]	ANNUAL EMPLOYEE BENEFIT COSTS ^[3]	TOTAL ANNUAL LABOR COSTS	ITEM NO	CLASSIFICATION ^[4]	PROPOSED STAFFING ^[5]	PWH ADJUSTED TOTAL	STAFFING BASED ON PWH ^[6]	(a) ANNUAL SALARIES ^[9]	(b) 5TH STEP VARIANCE (a)x94.6975%	(c) EMPLOYEE BENEFITS ^[7] (b)x58.624%	(d) BONUS ALLOWANCE ^[8]	TOTAL ANNUAL S&EB (b)+(c)+(d)
REGION 2					REGION 2									
Grounds Maintenance Worker I	3.00	\$ 122,601.60				0352 Grounds Maintenance I	1.00	1.18	1.00	\$ 47,494.92	\$ 44,976.50	\$ 26,367.02	\$ -	\$ 71,343.53
		\$ -				0354 Grounds Maintenance II	1.00	1.18	1.00	\$ 53,184.00	\$ 50,363.92	\$ 29,525.34	\$ -	\$ 79,889.26
		\$ -				0361 Grounds Maintenance Supervisor	1.00	1.18	1.00	\$ 65,751.24	\$ 62,264.78	\$ 36,502.10	\$ -	\$ 98,766.89
		\$ -				0044 Pest Control Worker	1.00	1.18	1.00	\$ 55,602.60	\$ 52,654.27	\$ 30,868.04	\$ -	\$ 83,522.31
		\$ -												
		\$ -												
	3.00	\$ 122,601.60					4.00		4.00	222,032.76	\$ 210,259.47	\$ 123,262.51	\$ -	333,521.99
ANNUAL LABOR COSTS REGION 2					ANNUAL LABOR COSTS REGION 2									
		\$ 122,601.60	\$ 82,320.12	\$ 204,921.72							\$ 210,259.47	\$ 123,262.51	\$ -	\$ 333,521.99
ANNUAL VEHICLE/EQUIPMENT COSTS REGION 2					ANNUAL VEHICLE/EQUIPMENT COSTS ^[10] REGION 2									
				\$ 8,712.00										\$ 58,300.00
ANNUAL SERVICES AND SUPPLIES COSTS REGION 2					ANNUAL SERVICES AND SUPPLIES COSTS ^[11] REGION 2									
				\$ 25,056.00										\$ 93,388.61
ANNUAL GENERAL AND ADMINISTRATIVE COSTS REGION 2					ANNUAL INDIRECT COSTS ^[12] REGION 2									
				\$ 15,252.00										\$ 854.00
ANNUAL PROFIT ^[13] REGION 2					TOTAL ESTIMATED AVOIDABLE COSTS REGION 2									
				\$ 7,853.88										\$ 486,064.60
TOTAL ESTIMATED CONTRACT COSTS REGION 2					ONE-TIME START-UP COSTS ^[14] REGION 2									
				\$ 261,795.60										\$ -
COST SAVINGS ^[15]														
TOTAL ESTIMATED AVOIDABLE COSTS: \$ 486,064.60														
TOTAL ESTIMATED CONTRACT COSTS: \$ 261,795.60														
ESTIMATED SAVINGS FROM CONTRACTING: ^[16] \$ 224,269.00														

FOOTNOTES:

[1] Sources: Contractor Staffing Plan and Cost Methodology, Budget Sheets and ISD Calculations. Costs are for the first year of the contract (January 1, 2022 - December 31, 2022).

[2] Contractor Annual Salary Costs are based on hours and rates listed on the contractor's staffing plans and budget sheets.

[3] Annual amount is the total for employee benefits and payroll taxes reflected on the Budget Sheets.

[4] Proposed County staff classifications are generally consistent with the services outlined in the RFP. The classifications also appear to be equivalent to the type of staff used by the contractor.

[5] Proposed Staffing is the same total FTEs as the proposer. Department made adjustments to account for day/night shift positions, PWHs (1743), and reclassified partial positions (generally over 0.2) that resulted from these calculations as a full position, since the County would only employ full-time staff.

[6] Top step of annual salaries for County positions during the first year of the contract, no applicable COLAs after 1/1/21.

[7] Department used the Auditor-Controller FY 2020-21 employee benefit rate of 58.624%.

[8] Per MOUs between County and Bargaining Unit 432, GMS are entitled to an hourly bonus of \$1 per hour worked during evening (5/8 between 4pm and 11pm) or night (5/8 between 9pm and 8am) shifts. Department calculated the bonus for PWH s (1743). Staff will work daytime so no bonus was applied.

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[11] Department used contractor's estimated expenses for Consumable Supplies and subcontractors. Department provided costs based on historical usage/data and or reasonable estimates for Cell Phones, and safety equipment. See "Cost Breakdown" tab for details.

[12] There will not be indirect costs. We will absorb the positions within our current management structure.

[13] Contractor's Annual Profit represents approximately 3.00% of the annual contract cost.

[14] Start-up costs consist of exam administration costs, purchase of new cell phones, new employee physicals, live scan with badges costs, uniforms, equipment and new computers.

[15] The Department calculated the estimated cost savings from contracting.

[16] Actual contract savings may be higher or lower than estimated since ISD may request additional as-needed services (e.g., emergencies, special events, etc.) during the contract period. Since these amounts are not guaranteed, they are not included in the estimates.

Vendor List

Commodity Code	Number of Vendors
98836	226

PROPOSER'S ORGANIZATION AND CBE INFORMATION

This information was gathered for statistical purposes only. On final analysis and consideration of award, selection was made without regard to gender, race, creed or color.

FIRM INFORMATION		OROZCO ENTERPRISES INC DBA OROZCO LANDSCAPE AND TREE COMPANY (OROZCO) (Selected Vendor)	AMERICAN HERITAGE LANDSCAPE (AMERICAN) (Non-Selected Vendor)
Cultural/Ethnic Composition		% of Ownership	% of Ownership
OWNERS/PARTNERS	Black/African American		
	Hispanic/Latin American	1(100%)	
	Asian American		
	American Indian		
	Filipino		
	White		5(100%)
	Women		2(20%)
		Number	Number
MANAGERS	Black/African American	0	0
	Hispanic/Latin American	5	3
	Asian American	0	0
	American Indian	0	0
	Filipino	0	0
	White	0	3
	Women (included above)	2	1
STAFF	Black/African American	0	0
	Hispanic/Latin American	38	128
	Asian American	0	0
	American Indian	0	0
	Filipino	0	0
	White	3	0
	Women (included above)	3	5
TOTAL # OF EMPLOYEES		47	140
BUSINESS STRUCTURE		Corporation	Corporation
Certified as Minority, Women, Disadvantaged or Disabled Veteran Business Enterprise?		No	No
Certifying Agency			

BOARD LETTER/MEMO – FACT SHEET OPERATIONS CLUSTER

☒ Board Letter

☐ Board Memo

☐ Other

OPS CLUSTER AGENDA REVIEW DATE	9/1/2021	
BOARD MEETING	9/21/2021	
DELEGATED AUTHORITY BOARD LETTER	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
SUPERVISORIAL DISTRICT AFFECTED	All	
DEPARTMENT	Children and Family Services	
SUBJECT	Extension of the Operational Agreements with Yolo County and Santa Barbara County to Assist in Implementing eSCARS	
PROGRAM	Electronic Suspected Child Abuse Report System (eSCARS)	
SOLE SOURCE CONTRACT	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain why:	
DEADLINES/ TIME CONSTRAINTS	Operational Agreement to be effective 11-14-2021	
COST & FUNDING	Total cost: \$ NA- Revenue Generating	Funding source: CAL OES Grant; Grant County General Funds
	TERMS (if applicable): 11-14-2021 to 11-13-2022	
	Explanation: The grant counties have requested an extension to complete the development and implementation of the eSCARS. The agreements will generate revenue for DCFS and will not have an effect on net County cost or DCFS' annual budget.	
PURPOSE OF REQUEST	The grant counties are requesting an extension of Los Angeles County consultancy to complete the development and implement of eSCARS in their counties.	
BACKGROUND (include internal/external issues that may exist)	The grant counties have worked with a vendor to develop their version of ESCARS. Their initial build is near completion and Santa Barbara plans to implement a Pilot in their county this summer.	
DEPARTMENTAL AND OTHER CONTACTS	Name, Title, Phone # & Email: • John Langstaff, Principal Information Systems Analyst; 562-631-3522; langsj@dcfs.lacounty.gov	



**County of Los Angeles
DEPARTMENT OF CHILDREN AND FAMILY SERVICES**

425 Shatto Place, Los Angeles, California 90020
(213) 351-5602

BOBBY D. CAGLE
Director

GINGER PRYOR
Chief Deputy Director

Board of Supervisors

HILDA L. SOLIS
First District

HOLLY J. MITCHELL
Second District

SHEILA KUEHL
Third District

JANICE HAHN
Fourth District

KATHRYN BARGER
Fifth District

September 21, 2021

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

Dear Supervisors:

**REQUEST FOR APPROVAL TO EXTEND THE ELECTRONIC SUSPECTED CHILD ABUSE
REPORTING SYSTEM OPERATIONAL AGREEMENT WITH THE
COUNTY OF SANTA BARBARA AND YOLO COUNTY FOR CONSULTATION AND
TRAINING SERVICES**

(ALL SUPERVISORIAL DISTRICTS) - (3 VOTES)

CIO RECOMMENDATION: APPROVE (X)

SUBJECT

The Department of Children and Family Services (DCFS) requests your Board's approval to amend the operational agreements (Agreements) with the County of Santa Barbara, and Yolo County to extend beyond the original agreement term. The Agreements allow DCFS to provide consultation and training services to these counties to assist with their development, and implementation of the Electronic Suspected Child Abuse Reporting System (eSCARS) to streamline and automate the mandated reporting of suspected child abuse.

IT IS RECOMMENDED THAT THE BOARD:

1. Approve and delegate authority to the Director of DCFS, or designee, to execute an amendment substantially similar to Attachment A, with the County of Santa Barbara and Yolo County to extend their Agreements beyond the original agreement term effective November 14, 2021, through, November 13, 2022, to allow DCFS to continue providing consultation and training services associated with development and implementation of the eSCARS. The Agreements will be funded by the Children's Justice Act Funds and supplemented with authorized funds allocated by the County of Santa Barbara and Yolo County, respectively. In the event that the Children's Justice Act Funds are reduced or discontinued, each county will be responsible for funding the full agreement amount.

"To Enrich Lives Through Effective and Caring Service"

The Agreements will generate revenue for DCFS and will not have an effect on net County cost or DCFS' annual budget.

2. Delegate authority to the Director of DCFS, or designee, to execute an amendment substantially similar to Attachment A, with Fresno County if they elect to extend beyond the original agreement term, the County will extend. The agreement term will be effective May 31, 2022, through, November 13, 2022, to allow DCFS to continue providing consultation and training services associated with development and implementation of the eSCARS and to align with the County of Santa Barbara and the Yolo County Agreement term. The Agreement will be funded by the Children's Justice Act Funds and supplemented with authorized funds allocated by Fresno County. In the event that the Children's Justice Act Funds are reduced or discontinued, Fresno County will be responsible for funding the full agreement amount. The Agreement will generate revenue for DCFS and will not have an effect on net County cost or DCFS' annual budget.
3. Delegate authority to the Director of DCFS, or designee, to extend the Agreements with the County of Santa Barbara, Yolo County, and Fresno County (Counties) by two one-year extension options, if needed to complete development and implementation of the eSCARS. If all extension options are exercised, the Agreements will expire November 13, 2024. The Agreements will generate revenue for DCFS and will not have an effect on net County cost or DCFS' annual budget. Approval of County Counsel will be obtained prior to the execution of each extension option, and DCFS will notify the Board, the Chief Information Officer (CIO) and the Chief Executive Officer (CEO) in writing within 10 business days after execution.
4. Delegate authority to the Director of DCFS, or designee, to amend the terms and conditions of the Agreements, including but not limited to a change in the maximum number of hours to provide consultation and training services annually to each county, if such changes are needed to meet programmatic changes, Federal, State, or County requirements. Approval of County Counsel and the CIO will be obtained prior to the execution of such amendments and DCFS will notify the Board, the CIO, and the CEO in writing within 10 business days after execution.
5. Delegate authority to the Director of DCFS, or designee, to terminate the Agreements with or without cause, or the discontinuance of funding to finance the Agreement. The approval of County Counsel and the CIO will be obtained prior to termination of an Agreement and DCFS will notify the Board, the CIO, and the CEO in writing within 10 business days after termination.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The Child Abuse and Neglect Reporting Act (CANRA) requires mandated reporters who have knowledge of or observes a child, in their professional capacity or within the scope of their employment, whom they know or reasonably suspect has been the victim of child abuse or neglect, to report the suspected abuse or neglect to a designated agency immediately or as soon as practically possible by telephone and shall prepare and send a written report thereof within 36 hours of receiving the information concerning the incident [California Penal Code Section 11166(a)]. Written mandated reports are made by completing the Suspected Child

Abuse Report (SCAR). The manual system of sharing SCARs among designated agencies is a manual and labor-intensive process that is error prone and does not ensure the consistent and timely sharing and coordination of information.

DCFS developed and implemented the eSCARS, a secure, web-based application, to streamline and automate cross-reporting allegations of suspected child abuse and neglect among all affected agencies to comply with the CANRA. The eSCARS application links DCFS, the Los Angeles County Sheriff's Department, and 45 independent law enforcement agencies in the Los Angeles County, the district attorney's office, and other relevant government agencies with each other. The eSCARS supports the secure electronic transmission and receipt of SCARs, and achieves operational efficiencies by reducing reporting backlogs, errors, and costs of manual, paper based processes.

The California Governor's Office of Emergency Services, Victim Services and Public Safety Branch awarded federal Children's Justice Act funds to counties to develop and implement electronic system programs similar to Los Angeles County's eSCARS application. Approval of this item will allow DCFS to continue to provide consultation with other California counties on the development and implementation of their respective eSCARS applications and allow the counties to reimburse DCFS consultant staff at their full employee salary and benefits rate for their service provided.

This request to extend the Agreements through November 13, 2022, will provide the Counties with an opportunity to complete their eSCARS development and implementation and to streamline and automate the mandated reporting of suspected child abuse.

IMPLEMENTATION OF STRATEGIC GOALS

The recommended actions are consistent with the principles of the Countywide Strategy III.2 - Embrace Digital Government for the Benefit of our Internal Customers and Communities, Objective III.2.1, Enhance Information Technology Platforms to Securely Share and Exchange Data: Establish a shared information management platform to enable County departments to identify common clients, securely share and exchange data to coordinate service delivery, and perform data-driven analytics to achieve outcomes in support of Board Priorities and other Countywide initiatives.

FISCAL IMPACT/FINANCING

The Agreements will generate revenue for DCFS and will not have an effect on net County cost or DCFS' annual budget. DCFS will provide up to a maximum of 240 hours of consultation and training services annually to each county during an Agreement term. The Counties will reimburse DCFS for consultant staff at their full employee salary and benefits rate. DCFS will bill the Counties at a projected billing rate of \$139 per hour for services and travel time. The anticipated maximum annual revenue amount is \$33,360 per county. The Agreements will be funded by the Children's Justice Act Funds and supplemented with authorized funds allocated by each county, respectively.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

California Penal Code Section 11166.3. (a) intends that in each county, the law enforcement agencies, and the county welfare or probation department shall develop and implement cooperative arrangements in order to coordinate existing duties in connection with the investigation of suspected child abuse or neglect cases.

The Amendment (Attachment A) has been approved as to form by County Counsel. In compliance with Board Policy 6.020 "Chief Information Office Board Letter Approval", the Office of the Chief Information Officer (OCIO) reviewed the information technology (IT) components (management, design, development, acquisition, expansion, or purchase of IT systems and/or related services) of this request and recommends approval. The OCIO reviewed this Board letter and supporting documents and determined this recommendation action(s) does not constitute a new technology-related acquisition of hardware, software, or professional services that would necessitate a formal written CIO Analysis. The OCIO completed a formal analysis in October 2018 for the original Agreement.

CONTRACTING PROCESS

On December 28, 2016, California Governor's Office of Emergency Services, Victim Services & Public Safety Branch, Children's Unit released a Request for Proposals for the eSCARS program implementation. Effective January 1, 2017, the California Governor's Office of Emergency Services awarded the Counties with Children's Justice Act funds administered by federal Administration on Children and Families – Children's Bureau, to develop and implement eSCARS. DCFS envisioned, created, and currently utilizes eSCARS and agreed to assist awarded Counties with the development and implementation of their electronic systems.

On October 2, 2018, the Board approved DCFS' request to enter into Agreements with the Counties to provide consultation and training services to assist with their development and implementation of the eSCARS.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

If the recommended actions are not approved, the existing County of Santa Barbara and Yolo County Agreement will expire November 13, 2021, and the Fresno County Agreement will expire May 30, 2022 and DCFS will not be able to provide consultation and training services to the Counties, which could prevent them from completing their implementation of eSCARS.

CONCLUSION

Upon approval by the Board of Supervisors, it is requested that the Executive Officer/Clerk of the Board to send an adopted stamped copy of the Board letter and attachments to the Department of Children and Family Services.

The Honorable Board of Supervisors
September 21, 2021
Page 5

Respectfully submitted,

Reviewed by:

BOBBY D. CAGLE
Director

PETER LOO
Acting Chief Information Officer

BDC:GP:CMM
KDR:LTI:vf

Attachment

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

**AMENDMENT NUMBER FOUR
ELECTRONIC SUSPECTED CHILD ABUSE REPORT SYSTEM
CONSULTING AND TRAINING SERVICES
OPERATIONAL AGREEMENT NUMBER XX-XXXX-XX**

This Amendment Number Four (hereinafter referred to as "Amendment") to the Electronic Suspected Child Abuse Report System (eSCARS) Consulting and Training Services Operational Agreement Number XX-XXXX-XX, (hereinafter referred to as "Agreement") is made and entered into by and between _____ County Office of the District Attorney on behalf of _____ County and its Board of Supervisors (hereinafter referred to as "_____") and the Department of Children and Family Services on behalf of the County of Los Angeles and its Board of Supervisors (hereinafter referred to as "LAC DCFS") in the State of California this _____ day of _____ 2021.

WHEREAS, _____ and LAC DCFS are parties to this Agreement adopted by the Board on October 2, 2018, executed by all parties on November 14, 2018, and LAC DCFS has been providing eSCARS Consulting and Training Services to _____; and

WHEREAS, Amendment No. One updated this Agreement and its exhibits, to set forth the billing rate; and

WHEREAS, Amendment No. Two extended this Agreement effective November 14, 2019, through November 13, 2020; and

WHEREAS, Amendment No. Three extended this Agreement effective November 14, 2020, through November 13, 2021; and

WHEREAS, the purpose of this Amendment is to extend this Agreement effective November 14, 2021, through November 13, 2022; as approved by the Board of Supervisors on _____; and

WHEREAS, this Amendment is prepared and executed by _____ and LAC DCFS as set forth in the Agreement Part XII, AMENDMENTS; and

NOW, THEREFORE, _____ and LAC DCFS mutually agree to the following changes to the Agreement:

1. **II. GENERAL TERMS**, Subsection 1, is amended to add a subparagraph 1.3. to read as follows:

1.3. The term of this Agreement is extended for a period of one year, effective November 14, 2021, through November 13, 2022, unless terminated earlier or extended.

2. **XIII. TERMINATION**, is amended to read as follows:

In addition to any other remedies or rights it may have by law, each Party has the right to terminate this Agreement without penalty immediately with cause or after 30 days' written notice without cause, unless otherwise specified. Cause shall be defined as any breach of agreement, any misrepresentation, or fraud on the part of the Party. Termination with or without cause by any Party shall relieve all Parties of all further obligations

**AMENDMENT NUMBER FOUR
ELECTRONIC SUSPECTED CHILD ABUSE REPORT SYSTEM
CONSULTING AND TRAINING SERVICES
OPERATIONAL AGREEMENT NUMBER XX-XXXX-XX**

towards the withdrawing Party except for any outstanding financial payment for services rendered prior to such termination.

In addition to the right to terminate as otherwise provided in this Agreement, this Agreement shall be terminated upon the discontinuance of appropriated funds that support this Agreement. _____ shall notify the Program Manger in writing of a reduction or the discontinuance of financing the Agreement within one business day. DCFS will review _____s' notification and a written notice of termination may be issued to _____.

3. **OPERATIONAL AGREEMENT, EXHIBIT B-1, PRICING SHEET**, as attached hereto is amended to include the agreement year from November 14, 2021, through November 13, 2022.
4. **OPERATIONAL AGREEMENT, EXHIBIT B-2, BUDGET AND BUDGET NARRATIVE**, as attached hereto is amended to include the agreement year three period from November 14, 2021, through November 13, 2022.

EXCEPT AS AMENDED HEREIN, ALL TERMS AND CONDITIONS OF THIS AGREEMENT SHALL REMAIN IN FULL FORCE AND EFFECT.

**AMENDMENT NUMBER FOUR
ELECTRONIC SUSPECTED CHILD ABUSE REPORT SYSTEM
CONSULTING AND TRAINING SERVICES
OPERATIONAL AGREEMENT NUMBER XX-XXXX-XX**

IN WITNESS WHEREOF, the Board of Supervisors of the _____ County has caused this Amendment Number Four to be subscribed on its behalf by _____ Office of the District Attorney, and the Board of Supervisors of the County of Los Angeles has caused this Amendment Number Four to be subscribed on its behalf by the Director of the Department of Children and Family Services as of the day, month and year first above written. The person(s) signing on behalf of the abovementioned parties warrant that he or she is authorized to bind the abovementioned parties in this Agreement. This Amendment may be executed in separate counterparts and may be delivered by electronic facsimile; each counterpart, when executed and delivered, shall constitute a duplicate original but all counterparts together shall constitute a single agreement.

_____, District Attorney
_____, Office of the District Attorney

DATE

BOBBY D. CAGLE, Director
County of Los Angeles
Department of Children and Family Services

DATE

APPROVED AS TO FORM:

BY THE OFFICE OF LOS ANGELES COUNTY COUNSEL
RODRIGO A. CASTRO-SILVA, COUNTY COUNSEL

BY: _____ DATE: _____
David Beaudet, Senior Deputy County Counsel