



County of Los Angeles  
Chief Executive Office

## COMMUNITY SERVICES CLUSTER AGENDA REVIEW MEETING

FESIA A. DAVENPORT  
Chief Executive Officer

**DATE:** Wednesday, May 11, 2022  
**TIME:** 3:30 p.m.

**THIS MEETING WILL BE CONDUCTED VIRTUALLY TO ENSURE THE SAFETY OF MEMBERS OF THE  
PUBLIC AND EMPLOYEES AS PERMITTED UNDER STATE LAW.**

**TO PARTICIPATE IN THE MEETING CALL TELECONFERENCE NUMBER: (323) 776-6996 ID: 994 112 379#**

[Click here to join the meeting](#)

### AGENDA

Members of the Public may address the Community Services Cluster on any agenda item by submitting a written request prior to the meeting. Two (2) minutes are allowed per person in total for each item.

1. **CALL TO ORDER**
2. **INFORMATIONAL ITEM(S):** [Any Information Item is subject to discussion and/or presentation at the request of two or more Board offices with advance notification]:
  - A. Board Letter (Agricultural Commissioner/Weights & Measures) for June 14, 2022, Board agenda:  
APPROVAL OF WEED ABATEMENT FIVE YEAR RENEWAL  
SERVICE AGREEMENTS WITH THE CITIES OF GLENDALE AND  
MONTEREY PARK
  - B. Board Letter (Los Angeles County Development Authority) for June 14, 2022, Board agenda:  
APPROVE THE 2022-2023 ACTION PLAN FOR THE ALLOCATION OF FEDERAL FUNDS AND  
APPROVE ADMINISTRATION OF THE 2022-2023 ACTION PLAN
  - C. Board Letter (Los Angeles County Development Authority) for June 14, 2022, Board agenda:  
AWARD A TWO-YEAR CONTRACT FOR CONSOLIDATED PLAN AND ASSESSMENT  
OF FAIR HOUSING CONSULTING SERVICES
  - D. Board Letter (Los Angeles County Development Authority) for June 14, 2022, Board agenda:  
AWARD OF CONTRACTS FOR PROJECT AND CONSTRUCTION MANAGEMENT SERVICES
  - E. Board Letter (Public Works) for June 14, 2022, Board agenda:  
ENVIRONMENTAL SERVICES CORE SERVICE AREA  
AWARD EIGHT EXCLUSIVE COMMERCIAL FRANCHISE CONTRACTS  
FOR COMMERCIAL SOLID WASTE COLLECTION SERVICES IN  
THE UNINCORPORATED AREAS OF LOS ANGELES COUNTY
  - F. Board Letter (Public Works) for June 14, 2022, Board agenda:  
SERVICES CONTRACT  
ENVIRONMENTAL SERVICES CORE SERVICE AREA  
AWARD EXCLUSIVE FRANCHISE CONTRACTS FOR SOLID WASTE COLLECTION SERVICES  
AT RESIDENTIAL PROPERTIES IN THE UNINCORPORATED AREAS OF ALTADENA/  
KINNELOA MESA AND SOUTH BAY

- G.** Board Letter (Public Works) for June 14, 2022, Board agenda:  
SERVICES CONTRACT  
PUBLIC CONTRACTING & ASSET MANAGEMENT CORE SERVICE AREA  
AWARD OF SERVICES CONTRACT FOR LANDSCAPE AND GROUNDS MAINTENANCE  
SERVICES FOR PUBLIC WORKS HEADQUARTERS COMPLEX
- H.** Board Letter (Public Works) for June 14, 2022, Board agenda:  
SERVICES CONTRACT  
TRANSPORTATION CORE SERVICE AREA  
AWARD OF SERVICES CONTRACTS FOR ON-CALL TREE TRIMMING  
AND MAINTENANCE SERVICES PROGRAM
- I.** Board Letter (Public Works) for June 14, 2022, Board agenda:  
SERVICES CONTRACT  
TRANSPORTATION CORE SERVICE AREA  
AWARD OF SERVICES CONTRACT FOR TOPANGA CANYON BEACH BUS SHUTTLE  
SERVICE IN THE UNINCORPORATED COMMUNITY OF TOPANGA CANYON
- J.** Board Letter (Public Works) for June 14, 2022, Board agenda:  
TRANSPORTATION CORE SERVICE AREA  
BICYCLE MASTER PLAN UPDATE  
AWARD CONSULTANT SERVICES AGREEMENT
- K.** Board Letter (Public Works) for June 14, 2022, Board agenda:  
TRANSPORTATION CORE SERVICE AREA  
APPROVE VARIOUS ACTIONS TO CONTINUE THE HOLLYWOOD BOWL  
PARK-AND-RIDE AND SHUTTLE PROGRAM
- L.** Board Letter (Public Works) for June 14, 2022, Board agenda:  
TRANSPORTATION CORE SERVICE AREA  
COUNTY PARATRANSIT PROGRAM  
FUNDING FOR FISCAL YEAR 2022-23
- M.** Board Letter (Public Works - Capital Programs) for June 14, 2022, Board agenda:  
CONSTRUCTION CONTRACT  
CONSTRUCTION MANAGEMENT CORE SERVICE AREA  
JOB ORDER CONTRACTS FOR REPAIR, REMODEL, REFURBISHMENT,  
AND MAINTENANCE OF COUNTY INFRASTRUCTURE AND FACILITIES  
ADOPT UNIT PRICE CATALOGS AND SPECIFICATIONS  
ADVERTISE AND AWARD 18 JOB ORDER CONTRACTS
- N.** Board Letter (Public Works - Capital Programs) for June 14, 2022, Board agenda:  
(also on the 5/11/2022 Health and Mental Health Cluster)  
CONSTRUCTION CONTRACT  
CONSTRUCTION MANAGEMENT CORE SERVICE AREA OLIVE VIEW-UCLA MEDICAL  
CENTER MAMMOGRAPHY ROOM REFURBISHMENT PROJECT  
ESTABLISH AND APPROVE PROJECT  
APPROVE APPROPRIATION ADJUSTMENT AUTHORIZE USE OF JOB ORDER  
CONTRACT CAPITAL PROJECT NO. 87813
- O.** Board Letter (Public Works - Capital Programs) for June 14, 2022, Board agenda:  
DEVELOPMENT SERVICES CORE SERVICE AREA  
LOMITA COUNTY ADMINISTRATION BUILDING  
AMERICANS WITH DISABILITIES ACT UPGRADE PROJECT  
APPROVE REVISED PROJECT BUDGET AND APPROPRIATION ADJUSTMENT  
CAPITAL PROJECT NUMBER 87142

**3. PRESENTATION/DISCUSSION ITEM(S):**

- A.** Board Briefing (Public Works):  
ORGANICS UPDATE: SUSTAINABLE COUNTYWIDE SOLID WASTE MANAGEMENT  
Speaker: Mark Pestrella

**4. PUBLIC COMMENTS (2 minutes each speaker)**

**CLOSED SESSION:**

**CS-1. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION – 1 CLAIM**  
(Paragraph (1) of Subdivision (d) of Government Code Section 54956.9)

Marcos Matamoros v. County of Los Angeles et al.,  
Los Angeles Superior Court Case No. 19STCV46198  
Department of Public Works

**CS-2 CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION – 1 CLAIM**  
(Paragraph (1) of Subdivision (d) of Government Code Section 54956.9)

Vista Paint Corporation v. Los Angeles Department of Water and Power, et al., Los  
Angeles Superior Court Case Number 20STCV40646,  
Department of Public Works

Nationwide Mutual Insurance Company v. County of Los Angeles Department of  
Public Works, et al.,  
Los Angeles Superior Court Case No. 20STCV48924,  
Department of Public Works

**CS-3 CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION – 1 CLAIM**  
(Paragraph (2) of Subdivision (d) of Government Code section 54956.9)

The non-litigated claim of Alberto and Anna Acosta  
Department of Public Works

**5. ADJOURNMENT**

# BOARD LETTER/MEMO CLUSTER FACT SHEET

☒ Board Letter

☐ Board Memo

☐ Other

<b>CLUSTER AGENDA REVIEW DATE</b>	5/11/2022		
<b>BOARD MEETING DATE</b>	6/14/2022		
<b>SUPERVISORIAL DISTRICT AFFECTED</b>	<input type="checkbox"/> All <input checked="" type="checkbox"/> 1 <sup>st</sup> <input type="checkbox"/> 2 <sup>nd</sup> <input type="checkbox"/> 3 <sup>rd</sup> <input type="checkbox"/> 4 <sup>th</sup> <input checked="" type="checkbox"/> 5 <sup>th</sup>		
<b>DEPARTMENT(S)</b>	Agricultural Commissioner/Weights and Measures (ACWM)		
<b>SUBJECT</b>	This Board Letter seeks the BOS approval and signature on a 5-year agreement between the Department of Agricultural Commissioner/Weights and Measures and the Cities of Glendale and Monterey Park. Approval of these agreements will allow ACWM to provide weed abatement services for the Cities of Glendale and Monterey Park upon City request.		
<b>PROGRAM</b>	Weed Abatement (Weed Hazard/Pest Management Bureau)		
<b>AUTHORIZES DELEGATED AUTHORITY TO DEPT</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
<b>SOLE SOURCE CONTRACT</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain why:		
<b>DEADLINES/ TIME CONSTRAINTS</b>			
<b>COST &amp; FUNDING</b>	Total cost:	\$ No NCC	Funding source: N/A
	TERMS (if applicable):		
	The terms of the Agreements shall be for a period of five (5) years from July 1, 2022, through June 30, 2027.		
	Explanation: Services provided by the ACWM are 100% recoverable though property tax liens and direct billings.  The County will be reimbursed for its expenditures at rates developed and adjusted annually by the ACWM and reviewed by the Auditor-Controller pursuant to statutory limitations.		
<b>PURPOSE OF REQUEST</b>	We are requesting that the Board of Supervisors:  1. Approve renewal of Weed Abatement Service Renewal Agreements with the Cities of Glendale and Monterey Park for weed abatement services for the period of July 1, 2022, through June 30, 2027.		



	<p>2. Instruct the Chair to sign the Renewal Agreements.</p> <p>3. Delegate authority to the Commissioner/Director to terminate the Agreements pursuant to terms of the Agreements.</p>
<b>BACKGROUND</b> (include internal/external issues that may exist including any related motions)	The purpose of the above action will enable ACWM to continue to provide weed abatement services for fire prevention as requested by the cities of Glendale and Monterey Park pursuant to the terms of the County's Weed Abatement Agreements from July 1, 2022, through June 30, 2027.
<b>EQUITY INDEX OR LENS WAS UTILIZED</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain how:
<b>SUPPORTS ONE OF THE NINE BOARD PRIORITIES</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please state which one(s) and explain how:
<b>DEPARTMENTAL CONTACTS</b>	Name, Title, Phone # & Email: KURT E. FLOREN Agricultural Commissioner/ Director of Weights and Measures (626) 575-5451 <a href="mailto:KFloren@acwm.lacounty.gov">KFloren@acwm.lacounty.gov</a>

June 14, 2022

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:

**APPROVAL OF WEED ABATEMENT FIVE YEAR RENEWAL  
SERVICE AGREEMENTS WITH THE CITIES OF GLENDALE AND  
MONTEREY PARK  
(FIRST AND FIFTH DISTRICTS) (3-VOTES)**

**SUBJECT**

Approval of the attached agreements will allow the Department of Agricultural Commissioner/Weights and Measures (ACWM) to provide the weed abatement services for the Cities of Glendale and Monterey Park upon City request at no net County cost.

**IT IS RECOMMENDED THAT YOUR BOARD:**

1. Approve renewal of Weed Abatement Service Renewal Agreements with the Cities of Glendale and Monterey Park for weed abatement services for the period of July 1, 2022, through June 30, 2027.
2. Instruct the Chair to sign the Renewal Agreements.
3. Delegate authority to the Commissioner/Director to terminate the Agreements pursuant to terms of the Agreements.

**PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

The purpose of the above action will enable ACWM to continue to provide weed abatement services for fire prevention as requested by the cities of Glendale and Monterey Park pursuant to the terms of the County's Weed Abatement Agreements from July 1, 2022, through June 30, 2027.

**Implementation of Strategic Plan Goals**

This action supports the following County Strategic Plan goals:

- Strategy II.2: Support the Wellness of our Communities – Removal of overgrown weeds, neglected vegetation and illegal dumping contributes to the health and safety of residents of our contract cities.

- Strategy III.3: Pursue Operational Effectiveness, Fiscal Responsibility, and Accountability: Conducting nuisance abatement pursuant to the statutory authority of the California Health and Safety Code allows ACWM and the District to respond to hazards posed by weeds, brush, and rubbish more quickly and effectively than when using other nuisance abatement procedures. It also allows complete cost recovery for ACWM's role in this critical public safety function, and the District to recover costs for its enforcement efforts.

### **FISCAL IMPACT/FINANCING**

Services provided by the ACWM are 100% recoverable through property tax liens and direct billings.

The County will be reimbursed for its expenditures at rates developed and adjusted annually by the ACWM and reviewed by the Auditor-Controller pursuant to statutory limitations.

### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

The terms of the Agreements shall be for a period of five (5) years from July 1, 2022, through June 30, 2027.

The Agreements have been reviewed by County Counsel and are approved as to form.

### **IMPACT ON CURRENT SERVICES (OR PROJECTS)**

Not applicable.

Respectfully submitted,

KURT E. FLOREN  
Agricultural Commissioner/  
Director of Weights & Measures

KEF:AZ:mm

Attachments

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

## WEED ABATEMENT SERVICE

### AGREEMENT

THIS AGREEMENT ("Agreement"), entered into this \_\_\_\_ day of \_\_\_\_\_, 2022, is made by and between the County of Los Angeles, hereinafter referred to as the "County", and the City of Glendale, hereinafter referred to as the "City".

#### RECITALS:

(a) The City is desirous of contracting with the County for the performance of weed abatement functions within its boundaries on unimproved and designated improved properties by the County, acting through its Department of Agricultural Commissioner/Weights and Measures.

(b) The County is agreeable to rendering such weed abatement services on the terms and conditions hereinafter set forth.

(c) Such contracts are authorized and provided for by the provisions of Section 56 ½ of the Charter of the County of Los Angeles and California Government Code (Government Code) section 51301.

#### THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. The County agrees to provide weed abatement services within the corporate limits of the City in accordance with the provisions of Government Code sections 39560 through 39588.

Such services shall encompass the weed abatement duties and functions of the type coming within the jurisdiction of, and customarily rendered by, the County and the statutes of the State of California.

The level of service shall be the same basic level of weed abatement service that is currently, and shall be hereinafter during the term of this Agreement, provided by the County in the unincorporated areas of the County of Los Angeles. The County shall have the discretion to terminate services on parcels in tax default.

The rendition of such services, the standard of performance, control of personnel so employed and other matters incidental to the performance of such services, shall remain at the discretion of the County.

The standard for hazardous vegetation clearance shall be equivalent to that detailed within the Los Angeles County Fire Code, sections 325.2.1 and 325.2.2, and this standard being the same which currently applies in the unincorporated areas of the County of Los Angeles unless some other standard is requested by the City in writing.

2. To facilitate the performance of said functions, it is hereby agreed that the County shall have full cooperation and assistance from the City Council and other City officers, agents, and employees.

3. For the purpose of performing said functions, the County shall furnish and supply all necessary labor, supervision, equipment, and supplies to maintain the level of service to be rendered hereunder.

4. No City Employee as such shall be, or considered to be, an employee of the County, and no person employed by the County hereunder shall be granted any City pension, civil service, or any status or right.

For the purpose of performing such services and functions, and for the purpose of giving official status to the performance thereof where necessary, every County officer and employee engaged in the performance of any service hereunder shall be deemed to be an officer or employee of said City while performing services for said City, which services are within the scope of this Agreement and are purely municipal functions.

5. The City shall not be called upon to assume any liability for the direct payment of any salaries, wages, or other compensation to any County personnel performing services hereunder for the County, or any liability other than that provided for in this Agreement.

Except as herein otherwise specified, the City shall not be liable for compensation and/or indemnification to any County employee for any injury or sickness arising out of that person's employment.

6. The parties hereto have executed an Assumption of Liability Agreement approved by the Board of Supervisors on December 27, 1977, and/or a Joint Indemnity Agreement approved by the Board of Supervisors on October 8, 1991. Whichever of these documents the City has signed later in time is currently in effect and is hereby made a part of and incorporated into this Agreement as if set out in full herein. In the event that the Board of Supervisors later approves a revised Joint Indemnity Agreement and the City executes the revised Joint Indemnity Agreement, the subsequent Joint Indemnity Agreement as of its effective date shall supersede the Assumption of Liability and/or Joint Indemnity Agreement previously in effect between the parties hereto.

The City understands and agrees that the fire protection indemnity provided in Government Code sections 850 and 850.2 applies to the County for work pursuant to this Agreement.

7. Unless sooner terminated as provided for herein, this Agreement shall be effective commencing July 1, 2022, through June 30, 2027.

Notwithstanding the provisions of this paragraph hereinbefore set forth, the City may terminate this Agreement as of the thirty-first day of December of any year upon notice in writing to the County on or before September 30 of the same year. The County may terminate this Agreement at any time and for any reason upon thirty (30) days' prior written notice to the City.

8. The City, acting through its City Council, will perform the necessary functions required of the legislative body referred to in Government Code section 39560 through 39588, as they relate to the execution of this Agreement.

9. If the City fails to adopt a resolution declaring that weeds upon parcels of property located within the City are a public nuisance pursuant to Government Code section 39561, then

the County shall have no obligation to carry out its duties under this Agreement until such year that the City does adopt such resolution, unless the City's failure occurs in the final year of this Agreement, which shall mean the Agreement terminates.

10. It is the intent of this Agreement that the Agricultural Commissioner/Director of Weights and Measures of the County shall constitute the public officer designated by the City Council to perform the duties imposed by Government Code section 39560(a), and that the City Council of said City shall perform the duties of the legislative body as set forth in said section.

11. For and in consideration of the rendition of the foregoing services by the County, the City agrees that the costs of abating such weeds shall be assessed in the manner set forth in Government Code sections 39573 to 39585, and that upon collection of such assessments, they will be paid over to the County.

12. Each parcel, except tax-exempt parcels, upon which weeds, brush or rubbish are declared to be a public nuisance pursuant to paragraph 9 of this Agreement shall be assessed the current County Board of Supervisors approved inspection fee, whether or not the County determines it is necessary to perform abatement work upon the parcel.

13. The parties hereto contemplate that the services of the County are limited to abatement of weeds, brush and rubbish, and agree that the County will not perform any other type of service or additional work of any kind.

14. This Agreement contains the entire understanding between the County and the City for weed abatement services. This Agreement may not be modified except by formal written amendment executed by the duly authorized representatives of the parties hereto.

15. Notices regarding this Agreement shall be addressed as follows:

COUNTY:

Adrian Zavala

Deputy Director

Los Angeles County Department of Agricultural Commissioner/

Weights and Measures

12300 Lower Azusa Road

Arcadia, California 91006-5872

CITY:

Aram Adjemian

Office of the City Clerk

City of Glendale

613 East Broadway

Glendale, California 91206



IN WITNESS HEREOF, the CITY OF GLENDALE, by motion duly adopted by its City Council, caused this Agreement to be signed by its Mayor and attested by its Clerk, and the County of Los Angeles, by order of its Board of Supervisors, has caused this Agreement to be executed on its behalf by the Chair of said Board and seal of said Board to be affixed thereto and attested by the Clerk of the Board, the day, month, and year first above written.

CITY OF GLENDALE

By \_\_\_\_\_  
Mayor

COUNTY OF LOS ANGELES

By \_\_\_\_\_  
Chair, Board of Supervisors


ATTEST:

By \_\_\_\_\_  
City Clerk

CELIA ZAVALA, Executive Officer  
Executive Office of the Board of Supervisors  
of the County of Los Angeles

By \_\_\_\_\_  
Deputy

APPROVED AS TO FORM  
BY COUNTY COUNSEL:  
RODRIGO A. CASTRO-SILVA

By  \_\_\_\_\_  
Brian T. Chu  
Principal Deputy County Counsel

## WEED ABATEMENT SERVICE

### AGREEMENT

THIS AGREEMENT ("Agreement"), dated upon execution by both parties, is made by and between the County of Los Angeles, hereinafter referred to as the "County", and the City of Monterey Park, hereinafter referred to as the "City".

#### RECITALS:

(a) The City is desirous of contracting with the County for the performance of weed abatement functions within its boundaries on unimproved and designated improved properties by the County, acting through its Department of Agricultural Commissioner/Weights and Measures.

(b) The County is agreeable to rendering such weed abatement services on the terms and conditions hereinafter set forth.

(c) Such contracts are authorized and provided for by the provisions of Section 56 ½ of the Charter of the County of Los Angeles and California Government Code (Government Code) section 51301.

#### THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. The County agrees to provide weed abatement services within the corporate limits of the City in accordance with the provisions of Government Code sections 39560 through 39588.

Such services shall encompass the weed abatement duties and functions of the type coming within the jurisdiction of, and customarily rendered by, the County and the statutes of the State of California.

The level of service shall be the same basic level of weed abatement service that is currently, and shall be hereinafter during the term of this Agreement, provided by the County in the unincorporated areas of the County of Los Angeles.

The rendition of such services, the standard of performance, control of personnel so employed, and other matters incidental to the performance of such services, shall remain at the

discretion of the County. The County shall have the discretion to terminate services on parcels in tax default.

The standard for hazardous vegetation clearance shall be equivalent to that detailed within the Los Angeles County Fire Code, sections 325.2.1 and 325.2.2, and this standard being the same which currently applies in the unincorporated areas of the County of Los Angeles unless some other standard is requested by the City in writing.

2. To facilitate the performance of said functions, it is hereby agreed that the County shall have full cooperation and assistance from the City Council and other City officers, agents, and employees.

To the best of its abilities, and using information provided by the City, the County will attempt to provide weed abatement services on improved parcels known or suspected to contain hazardous weeds and brush. The inherent difficulty in gaining access for inspection of improved parcels will mean that hazards could go undetected. In any case, all parcels upon which services are attempted will be assessed the current County inspection fee.

The City will, upon the County's request, acquire administrative warrants in accordance with applicable law allowing the County to perform Services as required. Abatement proceedings may be postponed by the County until the City acquires an administrative warrant.

3. For the purpose of performing said functions, the County shall furnish and supply all necessary labor, supervision, equipment, and supplies necessary to maintain the level of service to be rendered hereunder.

4. No City Employee as such shall be made into, or considered to be, an employee of the County, and no person employed by the County hereunder shall be granted any City pension, civil service, or any status or right.

For the purpose of performing such services and functions, and for the purpose of giving official status to the performance thereof where necessary, every County officer and employee engaged in the performance of any service hereunder shall be deemed to be an officer or employee of said City while performing services for said City, which services are within the scope of this Agreement and are purely municipal functions.

5. The City shall not be called upon to assume any liability for the direct payment of any salaries, wages, or other compensation to any County personnel performing services hereunder for the County, or any liability other than that provided for in this Agreement.

Except as herein otherwise specified, the City shall not be liable for compensation and/or indemnification to any County employee for any injury or sickness arising out of that person's employment.

6. The parties hereto have executed an Assumption of Liability Agreement approved by the Board of Supervisors on December 27, 1977, and/or a Joint Indemnity Agreement approved by the Board of Supervisors on October 8, 1991. Whichever of these documents the City has signed later in time is currently in effect and is hereby made a part of and incorporated into this Agreement as if set out in full herein. In the event that the Board of Supervisors later approves a revised Joint Indemnity Agreement and the City executes the revised Agreement, the subsequent Agreement as of its effective date shall supersede the Agreement previously in effect between the parties hereto.

The City understands and agrees that the fire protection indemnity provided in Government Code sections 850 and 850.2 applies to the County for work pursuant to this agreement.

7. Unless sooner terminated as provided for herein, this Agreement shall be effective commencing July 1, 2022, through June 30, 2027.

Notwithstanding the provisions of this paragraph hereinbefore set forth, the City may terminate this agreement as of the thirty-first day of December of any year upon notice in writing to the County on or before September 30 of the same year. The County may terminate this Agreement at any time and for any reason upon thirty (30) days prior written notice to the City.

8. The City, acting through its City Council, will perform the necessary functions required of the legislative body to which is referred in Government Code sections 39560 through 39588, as they relate to the execution of this Agreement.

9. If the City fails to adopt a resolution declaring that weeds upon parcels of property located within the City to be a public nuisance pursuant to Government Code section 39561, then the County shall have no obligation to carry out its duties under this Agreement until such year that the

City does adopt such resolution, unless the City's failure occurs in the final year of this Agreement, which shall mean the Agreement terminates.

10. It is the intent of this Agreement that the Agricultural Commissioner/Director of Weights and Measures of the County shall constitute the public officer designated by the City Council to perform the duties imposed by Government Code section 39560(a), and that the City Council of said City shall perform the duties of the legislative body as set forth in said section.

11. For and in consideration of the rendition of the foregoing services by the County, the City agrees that the costs of abating such weeds shall be assessed in the manner set forth in Government Code sections 39573 to 39585, and that upon collection of such assessments, they will be paid over to the County.

12. Each parcel, except tax-exempt parcels, upon which weeds, brush or rubbish are declared to be a public nuisance pursuant to paragraph 9 of this Agreement shall be assessed the current County Board of Supervisors approved inspection fee whether or not the County determines it is necessary to perform abatement work upon the parcel.

13. The parties hereto contemplate that the services of the County are limited to abatement of weeds, brush and rubbish, and agree that the County will not perform any other type of service or additional work of any kind.

14. This Agreement contains the entire Agreement between the County and the City for weed abatement services. This Agreement may not be modified except by formal amendment executed by the duly authorized representatives of the parties hereto.

15. Notices regarding this Agreement shall be addressed as follows:

COUNTY:

Adrian Zavala  
Deputy Director  
Los Angeles County Department of Agricultural Commissioner/  
Weights and Measures  
12300 Lower Azusa Road  
Arcadia, California 91006-5872

CITY:

Vincent D. Chang  
Office of the City Clerk  
City of Monterey Park  
320 West Newmark Avenue  
Monterey Park, California 91754

IN WITNESS HEREOF, the CITY OF MONTEREY PARK, by motion duly adopted by its City Council, caused this Agreement to be signed by its Mayor and attested by its Clerk, and the County of Los Angeles, by order of its Board of Supervisors, has caused these presents to be subscribed by the Chair of said Board and seal of said Board to be affixed thereto and attested by the Clerk of the Board.

COUNTY OF LOS ANGELES

CITY OF MONTEREY PARK

\_\_\_\_\_  
Chair, Board of Supervisors

\_\_\_\_\_  
Mayor

ATTEST:


ATTEST:

\_\_\_\_\_  
CELIA ZAVALA, Executive Officer  
Executive Office of the Board of Supervisors  
of the County of Los Angeles

\_\_\_\_\_  
Vincent D. Chang  
City Clerk

APPROVED AS TO FORM  
BY COUNTY COUNSEL:  
RODRIGO A. CASTRO-SILVA

APPROVED AS TO FORM:  
KARL H. BERGER

By:   
Brian T. Chu  
Principal Deputy County Counsel

By: \_\_\_\_\_  
City Attorney for the City of  
Monterey Park

# BOARD LETTER/MEMO CLUSTER FACT SHEET

☒ Board Letter

☐ Board Memo

☐ Other

<b>CLUSTER AGENDA REVIEW DATE</b>	5/11/2022		
<b>BOARD MEETING DATE</b>	6/14/2022		
<b>SUPERVISORIAL DISTRICT AFFECTED</b>	<input checked="" type="checkbox"/> All <input type="checkbox"/> 1 <sup>st</sup> <input type="checkbox"/> 2 <sup>nd</sup> <input type="checkbox"/> 3 <sup>rd</sup> <input type="checkbox"/> 4 <sup>th</sup> <input type="checkbox"/> 5 <sup>th</sup>		
<b>DEPARTMENT(S)</b>	Los Angeles County Development Authority (LACDA)		
<b>SUBJECT</b>	2022-2023 Action Plan for the Allocation of Federal Funds		
<b>PROGRAM</b>	Community Development		
<b>AUTHORIZES DELEGATED AUTHORITY TO DEPT</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
<b>SOLE SOURCE CONTRACT</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain why:		
<b>DEADLINES/ TIME CONSTRAINTS</b>	The Action Plan must be submitted to the U.S. Department of Housing and Urban Development (HUD) by June 17, 2022.		
<b>COST &amp; FUNDING</b>	Total cost: \$42,168,483	Funding source: HUD	
	TERMS (if applicable):		
	Explanation:		
<b>PURPOSE OF REQUEST</b>	The Action Plan allows the LACDA to apply for, receive and administer Community Development Block Grant (CDBG), HOME Investment Partnerships (HOME), and Emergency Solutions Grant (ESG) Program funds from HUD for housing and community development activities in the 48 participating cities and the unincorporated areas of the Los Angeles Urban County. The LACDA serves as the agent of the County in administering the Action Plan and the allocated funds.		
<b>BACKGROUND (include internal/external issues that may exist including any related motions)</b>	The National Affordable Housing Act of 1990, as amended in 1992, requires that the County provide a single, consolidated submission of the proposed expenditure of funds to be eligible for HUD formula grant funding, including CDBG, HOME, and ESG funds. The Action Plan satisfies these federal requirements to provide for the release of these allocated funds.		
<b>EQUITY INDEX OR LENS WAS UTILIZED</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain how:		
<b>SUPPORTS ONE OF THE NINE BOARD PRIORITIES</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please state which one(s) and explain how:		
<b>DEPARTMENTAL CONTACTS</b>	Name, Title, Phone # & Email: Linda Jenkins, Director of Community Development, (626) 586-1765, Linda.Jenkins@lacda.org		



June 14, 2022

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

Honorable Board of Commissioners  
Los Angeles County Development Authority  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, California 90012

Dear Supervisors/Commissioners:

**APPROVE THE 2022-2023 ACTION PLAN FOR THE ALLOCATION OF FEDERAL FUNDS AND APPROVE ADMINISTRATION OF THE 2022-2023 ACTION PLAN  
(ALL DISTRICTS) (3 VOTE)**

**SUBJECT**

This letter recommends approval of the Fiscal Year (FY) 2022-2023 Action Plan (Action Plan) for the County of Los Angeles (County) to apply for, receive and administer Community Development Block Grant (CDBG), HOME Investment Partnerships (HOME), and Emergency Solutions Grant (ESG) Program funds from the U.S. Department of Housing and Urban Development (HUD) for housing and community development activities in the 48 participating cities and the unincorporated areas of the Los Angeles Urban County. The Los Angeles County Development Authority (LACDA) serves as the agent of the County in administering the Action Plan and the allocated funds described herein.

**IT IS RECOMMENDED THAT THE BOARD OF SUPERVISORS:**

1. Find that approval of the FY 2022-2023 Action Plan is not subject to the provisions of the California Environmental Quality Act (CEQA) because

it is not defined as a project under CEQA.

2. Approve the Action Plan, which will enable the Los Angeles Urban County to receive and administer approximately a total of \$42,168,483 in FY 2022-2023 funding. The funding is comprised of the following estimated amounts: \$22,296,195 in CDBG grant funds for the County and the cities of Cerritos and Torrance, which are joint applicants \$4,000,000 in future CDBG program income; \$8,998,893 in HOME Program funds; \$5,000,000 in future HOME program income; and \$1,873,395 in Federal ESG funds, all subject to final notification of approval by HUD.
3. Designate the LACDA to serve as the agent of the County for administration of the Action Plan and the allocated funds described herein; and authorize the transfer of these allocated funds to the LACDA.

**IT IS RECOMMENDED THAT THE BOARD OF COMMISSIONERS FOR THE LOS ANGELES COUNTY DEVELOPMENT AUTHORITY:**

1. Find that the acceptance of FY 2022-2023 CDBG, HOME, and ESG Program funds from the County is not subject to the provisions of CEQA because it is not defined as a project under CEQA.
2. Accept the LACDA's designation to serve as the agent of the County for the administration of the Action Plan; and accept from the County an estimated \$42,168,483 in FY 2022-2023 funding. The funding is comprised of the following: \$22,296,195 in CDBG grant funds for the County and the cities of Cerritos and Torrance, which are joint applicants; \$4,000,000 in future CDBG program income; \$8,998,893 in HOME Program funds; \$5,000,000 in future HOME program income; and \$1,873,395 in Federal ESG funds, which will be included in the LACDA's FY 2022-2023 budget through the annual budget approval process; and the ability to modify project funding to incorporate all CDBG, HOME, and ESG funds as needed into LACDA's FY 2022-2023 budget, all subject to final notification of approval by HUD.
3. Designate the Executive Director, or designee, as the official responsible for completing all required actions to be taken by the LACDA for administration of the Action Plan, and the allocated funds described within; and authorize the Executive Director, or designee, to do the following:
  - a. Execute CDBG Reimbursable and Advance Contracts, following approval as to form by County Counsel, to provide a total of \$10,697,922 in CDBG funds for 47 projects with 42 community-

based organizations and other public agencies described in the Action Plan, to be effective from July 1, 2022 to June 30, 2023;

- b. Execute CDBG Reimbursable Contracts with 48 participating cities, following approval as to form by County Counsel, to provide a total of \$11,503,035 in CDBG funding for eligible activities, to be effective from July 1, 2022 to June 30, 2023;
- c. Execute CDBG Reimbursable Contract with the City of Covina, following approval as to form by County Counsel, for the purpose of repaying a Section 108 Loan previously approved by your Board; and authorize the Executive Director, or designee, to set aside approximately \$185,597 of the City of Covina's FY 2022-2023 CDBG allocation for repayment of the Section 108 loan.
- d. Approve the use of Federal ESG funds in the amount of approximately \$1,873,395.
- e. Execute agreements with the Los Angeles Homeless Services Authority (LAHSA) to fund programs that assist persons who are homeless, as described in the Action Plan.
- f. Accept and incorporate additional FY 2022-2023 CDBG, HOME, or ESG funding, into the Action Plan and LACDA budget, in the event that HUD makes changes to the allocations that result in additional funding for the Los Angeles Urban County program.
- g. Accept and incorporate additional FY 2022-2023 CDBG, HOME, or ESG funding, into the Action Plan and LACDA budget, in the event that HUD makes changes to the allocations that result in additional funding for the Los Angeles Urban County program; and, if necessary, reprogram such funds, whether unexpended, disallowed, or recovered, in order to fully expend the grants for the purposes described in the Action Plan, within the limits prescribed by HUD;
- h. Amend the Action Plan from time to time, as necessary to address the cancellation and/or inclusion of off-cycle projects, as well as any necessary non-monetary amendments and any monetary amendments up to \$200,000, to projects being undertaken by the County, participating cities, and recipient agencies during FY 2022-2023, and to include federal regulatory changes and new HUD directives.
- i. Terminate CDBG Reimbursable and Advance Contracts utilizing FY 2022-2023 or prior year funds when the operating agencies fail to address administrative deficiencies, CDBG Program compliance

issues, or other contract obligations.

- j. Execute agreements with Los Angeles Urban County participating cities or other entitlement cities to provide administrative and construction management and oversight of their CDBG and HOME Programs, including procurement, contracting for, and carrying out construction projects within these jurisdictions.
- k. Administer and execute agreement with participating cities for the CDBG Revolving Grant Fund, comprised of funding reallocated by participating cities, to sign agreements with cities that would utilize such funds for specific CDBG-eligible activities upon application by jurisdictions that participate in the Los Angeles Urban County Program.
- l. Execute any necessary non-monetary amendments, as well as any monetary amendments for the up to \$200,000, following approval as to form by County Counsel, for the activities described herein.

#### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

The National Affordable Housing Act (NAHA) of 1990 (Cranston/Gonzalez Housing Act), as amended in 1992, requires that the County provide a single, consolidated submission of the proposed expenditure of funds to be eligible for HUD formula grant funding, including CDBG, HOME, and ESG funds. The Action Plan satisfies these federal requirements to provide for the release of these allocated funds. The purpose of the recommended actions is to allow the LACDA to administer the Action Plan and the allocated federal funds on behalf of the County.

FY 2022-2023 is the fifth year of the FY 2018-2023 Consolidated Plan. The FY 2022-2023 Action Plan is a component of the Consolidated Plan that defines projects and programs to be implemented with these funds over a one-year period. Following approval by the Board of Supervisors, the Action Plan must be submitted to HUD by June 17, 2022.

The Executive Director is also requesting the following authorities:

- To terminate CDBG contracts with operating agencies that fail to address administrative deficiencies, CDBG Program compliance issues, or other contract obligations. Following consultation with County Counsel and the respective Supervisorial Districts, the LACDA will determine whether it is in the best interest of the County to suspend funding for non-compliant agencies for the CDBG Program Year and/or terminate the contract(s). If so, the LACDA will then recover any disallowed or unexpended funds and return said funds to the appropriate Supervisorial Districts.

- To execute these contracts and any necessary non-monetary amendments, as well as any monetary amendments up to of \$200,000, following approval as to form by County Counsel. This would enable participating agencies to respond to immediate community needs.
- To enter into agreements with cities participating in the Los Angeles Urban County or other entitlement cities to provide administrative, construction management, and oversight of their CDBG and HOME Programs including procurement, contracting for, and carrying out construction projects within these jurisdictions. Administrative services would include such tasks as consulting with the cities to provide project recommendations; drafting information for public noticing and other citizen participation activities; conducting procurements and assisting with developing contracts with vendors, contractors, and other service providers; assisting the cities and service providers with compiling information for project quarterly performance reports; collecting reimbursable expenditure information in order to process payment requests; and overseeing construction or other CDBG-eligible activities. The LACDA would be compensated by each jurisdiction using CDBG or non-CDBG funds. The LACDA is also requesting authority to execute contracts up to \$200,000, following approval as to form by County Counsel. Each proposed contract will be subject to environmental review. The Board will be notified each time such an agreement is executed.
- To administer the CDBG Revolving Grant Fund, comprised of funds reallocated by participating cities; and to execute contracts transferring these funds to the city(s) of up to \$200,000, following County Counsel approval. The funds withdrawn from the pool would be repaid with future CDBG funds allocated to the participating city that utilized funds from the pool.
- To accept additional FY 2022-2023 CDBG, HOME, or ESG funding, and incorporate such funding into the Action Plan and LACDA budget, in the event that HUD makes changes to the allocations that result in additional funding for the Los Angeles Urban County program.

### **FISCAL IMPACT/FINANCING**

There is no impact on the County general fund.

The FY 2022-2023 Action Plan allocates an estimated total of an estimated \$42,168,483 in FY 2022-2023 funding. The funding is comprised of the following: \$22,296,195 in CDBG grant funds for the County and the cities of Cerritos and Torrance, which are joint applicants; \$4,000,000 in future CDBG program income; \$8,998,893 in HOME Program funds; \$5,000,000 in future HOME program income; and \$1,873,395 in Federal ESG funds, which will be included in the LACDA's FY 2022-2023 budget through the annual budget approval process, all subject to final notification of approval by HUD.

CDBG funds total \$26,751,219, and are comprised of new and program income funds, of

which \$4,298,711 will be used for administration. A total of \$10,697,922 in CDBG funds will be allocated among the five Supervisorial Districts for projects in the unincorporated areas of the County. A total of \$11,503,053 in CDBG funds will be allocated among the 48 participating cities. Projects to address housing and community needs will be implemented by the LACDA and the County Departments of Consumer and Business Affairs, District Attorney, Parks and Recreation, Regional Planning, Sheriff, Economic Opportunity, Aging and Community Services, and Los Angeles County Public Library (collectively, County Departments), and 42 community-based organizations and other public agencies.

HOME funds total \$8,060,819, of which \$938,074 will be used for HOME Program administration, as determined by HUD. The First-Time Home Ownership Program will use \$4,000,072 in FY 2022-2023 HOME funds to provide homeownership opportunities in the unincorporated areas of the County and participating cities, and housing development is allocated \$4,060,747. HOME funds may be reprogrammed based on homeownership or development needs. In addition, \$5,000,000 in previously approved prior year HOME funds will be allocated among the above activities.

Federal ESG funds total \$1,873,395, which will be utilized for projects to assist persons who are homeless in the unincorporated areas of the County and participating cities.

### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

All public notice requirements contained in 24 Code of Federal Regulations (CFR) Part 91 Section 91.105 of the NAHA for approval of the Action Plan have been satisfied. Public participation was conducted through outreach mailings, surveys, and the LACDA outreach and information website. A Virtual Community Meeting and Resource Fair was held October 2, 2021 to solicit further public participation. Comments received through all these efforts have been incorporated into the Action Plan and the documents were posted on the outreach website in March 2022 to update the community regarding the comments received through the participation process. Public notices of the 30-day comment period were published in newspapers in various languages throughout the County and copies of the draft Action Plan were made available for review at public libraries. The comment period will conclude on June 8, 2022.

The following documents are attached to this letter: Fiscal Year 2022-2023 CDBG Program Allocation Funding Summary (Attachment A); Proposed Use of Federal HOME Funds (Attachment B); Proposed Use of Federal ESG Funds (Attachment C); Fiscal Year 2022-2023 Funding for Participating Cities (Attachment D); and Fiscal Year 2022-2023 Summary Totals for Minority and Women Board Members and Employees for funded community-based organizations (Attachment E). The Action Plan is also attached to this Board letter.

All the projects proposed in the Action Plan are being federally funded. As applicable, the administering agencies will be subject to the prevailing wage requirements of the Davis-Bacon Act, and related Acts, and Section 3 of the Housing and Community Development

Act of 1968, as amended, which requires that employment and other economic opportunities generated by certain HUD assistance be directed to persons of limited means, particularly to persons who are recipients of HUD housing assistance. However, where Section 3 is not applicable, the agencies will be subject to the County's Greater Avenues for Independence (GAIN) Program and General Relief Opportunity for Work (GROW) Program, which furthers the same or similar goals.

This letter has been reviewed by County Counsel.

### **ENVIRONMENTAL DOCUMENTATION**

These actions are exempt from the provisions of National Environmental Policy Act pursuant to 24 CFR, Part 58, Section 58.34(a)(3) because they are administrative actions and do not involve activities that will alter existing environmental conditions. The actions are not subject to the provisions of CEQA, pursuant to State CEQA Guidelines 15060(c)(3) and 15378, because they are not defined as a project under CEQA and do not have the potential for causing a significant effect on the environment.

Each project within the Action Plan will be reviewed for environmental impact on a project-by-project basis before funding is released.

### **CONTRACTING PROCESS**

The County does not use a competitive process to award CDBG contracts to non-profit agencies. Each Supervisorial District utilizes the Community Resources Investment Strategy (CRIS), citizen input from community meetings, and consultations with the LACDA in order to select agencies that best meet community needs.

HOME funds are used to implement a variety of affordable housing development programs available to households earning less than 80% of the area median income for the Los Angeles-Long Beach Metropolitan Statistical Area, adjusted for family size, as determined by HUD. HOME funds for development are made available on an annual basis through a competitive Notice of Funds Availability (NOFA) to for-profit and nonprofit developers. Projects are selected to maximize the impacts of HOME funds based on viability, financial feasibility, and appropriateness to geographic location and community need. Funds are also made available on a first-come, first-served basis to income-qualified buyers for the purchase of existing housing.

Federal ESG funds are allocated to LAHSA, which contracts with non-profit and government agencies in order to provide housing and services for persons who are homeless, as outlined in the Action Plan.

**IMPACT ON CURRENT PROJECTS**

The projects contained in the Action Plan will benefit residents of limited means in the unincorporated County and participating cities.

Respectfully submitted,

EMILIO SALAS  
Executive Director

Attachments



**FISCAL YEAR 2022-2023 CDBG PROGRAM ALLOCATION  
JULY 1, 2022 TO JUNE 30, 2023  
FUNDING SUMMARY**

**Grant Funds To Be Received**

County Entitlement Funds <sup>1</sup>	22,296,195
Estimated Program Income	<u>4,000,000</u>
<b>TOTAL PROGRAM REVENUES</b>	<b>26,296,195</b>

**Distribution of CDBG Funds**

Unincorporated Areas <sup>2</sup>	10,483,141
Participating Cities <sup>3</sup>	11,605,348
Countywide Administration	<u>4,207,706</u>
<b>TOTAL</b>	<b>26,296,195</b>

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<sup>1</sup> This amount includes funds received for the Los Angeles Urban County and the cities of Cerritos and Torrance, as joint applicants. Beginning in 2018, the U.S. Department of Housing and Urban Development combined the funding for the Urban County and the cities of Cerritos and Torrance instead of breaking them out separately.

<sup>2</sup> Includes funds for district allocations and half of estimated program income.

<sup>3</sup> Includes funds for city allocations and half of estimated program income.

## ATTACHMENT B

### PROPOSED USE OF FEDERAL HOME FUNDS

The following chart depicts the distribution of new 2022-2023 HOME funds among housing activities within the Los Angeles Urban County.

PROGRAM*	FUNDS
HOME Administration	\$ 899,889
Housing Development	\$ 4,079,984
Home Ownership Program	\$ 4,019,020
<b>Total Funds</b>	<b>\$ 8,998,893</b>

\*Funds among activities may be reprogrammed. In addition, \$5,000,000 in projected HOME program income will be allocated among the above activities.

### PROPOSED USE OF FEDERAL ESG FUNDS

Los Angeles Homeless Services Authority (LAHSA) proposes to use the 2022-2023 Emergency Solutions Grant (ESG) allocation to meet the purpose of the Stewart B. McKinney Homeless Assistance Act 24 Code of Federal Regulations 576.1 (b) as amended by The Homeless Emergency Assistance and Rapid Transition to Housing (HEARTH) Act of 2009 and to meet the goals in the Fiscal Year 2018-2023 Consolidated Plan.

In 2009, the HEARTH Act revised the Emergency Shelter Grant Program and renamed the program to the Emergency Solutions Grant (ESG) Program and revised it to broaden existing emergency shelter and homelessness prevention activities to add rapid re-housing activities. As such, homelessness prevention and rapid re-housing services will be provided, along with homeless shelter and street outreach. Together, these activities will strengthen the referral system of these services in order to address the needs of individuals and families at risk of homelessness and persons that are now chronically homeless.

The following is an estimate of the percentages of the ESG funds to be allocated to the various eligible activities:

ELIGIBLE ACTIVITY	ALLOCATION	%
Emergency Shelter <sup>1</sup>	1,133,649	60.51%
Rapid Re-Housing	482,703	25.77%
HMIS	116,539	6.22%
Administration <sup>2</sup>	140,504	7.50%
<b>Total</b>	<b>1,873,395</b>	<b>100.00%</b>

LAHSA will meet the matching funds requirement with 100% Federal Supportive Housing Program funds for the 2022-2023 Program Year.

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<sup>1</sup> Subpart B Sec. 576.100 states that total outreach and operations expenses cannot exceed the greater of (a) 60% of the entire ESG contract, or (b) amount of FY 2010 grant funds committed for homeless assistance activities. The County's estimated 2022-2023 allocation towards emergency shelter, which is \$1,133,649, is not greater than the FY 2010 grant funds of \$1,261,678 committed for homeless assistance activities.

<sup>2</sup> Administration is split 60/40, with LAHSA receiving 60% and the LACDA receiving 40%.

**ATTACHMENT D****FISCAL YEAR 2022-2023 FUNDING FOR PARTICIPATING CITIES**

<b>CONTRACT NO.</b>	<b>CITY</b>	<b>FY 2021-2022 ALLOCATION</b>	<b>FY 2022-2023 ALLOCATION</b>	<b>TOTAL</b>
70710	AGOURA HILLS	\$74,715	\$84,224	\$158,939
70711	ARCADIA	299,617	328,047	627,664
70712	AVALON	40,930	36,884	77,814
70713	AZUSA	400,535	399,800	800,335
70714	BELL	480,336	465,744	946,080
70715	BELL GARDENS	618,376	648,984	1,267,360
70716	BEVERLY HILLS	167,198	183,671	350,869
70718	CALABASAS	99,481	97,831	197,312
72219	CERRITOS*	219,104	219,104	438,208
70719	CLAREMONT	154,768	151,579	306,347
70720	COMMERCE	124,034	132,961	256,995
70721	COVINA	295,465	343,285	638,750
70722	CUDAHY	364,512	338,699	703,211
70723	CULVER CITY	216,971	205,330	422,301
70724	DIAMOND BAR	230,359	254,587	484,946
70725	DUARTE	162,075	146,119	308,194
70726	EL SEGUNDO	77,320	78,855	156,175
70727	HAWAIIAN GARDENS	194,619	191,324	385,943
70728	HERMOSA BEACH	62,938	78,472	141,410
N/A	HIDDEN HILLS	5,075	8,256	13,331
70729	IRVINDALE	9,333	9,420	18,753
70730	LA CANADA- FLINTRIDGE	60,534	70,853	131,387
70731	LA HABRA HEIGHTS	17,602	29,598	47,200
70732	LA MIRADA	262,688	258,469	521,157
70733	LA PUENTE	350,523	345,570	696,093
70734	LA VERNE	150,360	155,671	306,031
70735	LAWNDALE	321,438	302,535	623,973
70736	LOMITA	148,379	127,173	275,552
70737	MALIBU	65,600	53,172	118,772
70738	MANHATTAN BEACH	110,312	114,826	225,138
70739	MAYWOOD	421,488	396,032	817,520
70740	MONROVIA	211,767	207,519	419,286
70741	RANCHO PALOS VERDES	145,078	173,271	318,349
70743	ROLLING HILLS ESTATES	29,889	26,984	56,873
70744	SAN DIMAS	138,630	179,549	318,179

<b>CONTRACT NO.</b>	<b>CITY</b>	<b>FY 2021-2022 ALLOCATION</b>	<b>FY 2022-2023 ALLOCATION</b>	<b>TOTAL</b>
70745	SAN FERNANDO	225,607	201,482	427,089
70746	SAN GABRIEL	308,625	317,841	626,466
70747	SAN MARINO	51,530	54,384	105,914
70748	SANTA FE SPRINGS	130,537	150,761	281,298
70749	SIERRA MADRE	41,621	49,596	91,217
70750	SIGNAL HILL	107,502	99,928	207,430
70751	SOUTH EL MONTE	211,811	234,786	446,597
70752	SOUTH PASADENA	122,554	136,199	258,753
70753	TEMPLE CITY	204,907	244,877	449,784
70757	TORRANCE*	787,029	787,029	1,574,058
70754	WALNUT	123,374	130,265	253,639
70755	WEST HOLLYWOOD	229,050	227,330	456,380
71556	WESTLAKE VILLAGE	30,533	24,176	54,709

\*As joint applicants with the County for FY 2022-2023, Cerritos and Torrance receive \$273,880 and \$983,786, respectively. The amounts shown above reflect the total amount each city will receive after the administration fee is subtracted from the grant total.

**ATTACHMENT E**

**Fiscal Year 2022-2023 Summary Totals for Minority and Women Board Members and Employees**

<b>Agency Name</b>	<b>Board Count</b>	<b>Minority Board Count</b>	<b>Women Board Count</b>	<b>Minority Board</b>	<b>Women Board</b>	<b>Employee Count</b>	<b>Minority Employee Count</b>	<b>Women Employee Count</b>	<b>Minority Employee</b>	<b>Women Employee</b>
1736 Family Crisis Center (Homeless Shelter and Ancillary Services) 2D	9	4	4	44	44	122	89	104	73	85
Affordable Living for the Aging (Housing Alternatives for Seniors) 3D	5	2	3	40	60	14	12	9	86	64
Antelope Valley Partners for Health (Handyworker Program) 5D	11	11	3	100	27	99	83	89	84	90
Antelope Valley Partners for Health (AVPH-HFA Home Visitation Program) 5D	11	11	3	100	27	99	83	89	84	90
Anti-Recidivism Coalition (ARC) (ARC Re-Entry Programs for Transitional Aged Youth at Central Juvenile Hall) COVID 1D	17	8	5	45	29	88	68	29	77	33
Boys and Girls Club of Whittier (South Whittier/Los Nietos Before and After School Programming) 4D	26	11	11	42	42	131	98	105	75	80
Boys and Girls Clubs of Los Angeles Harbor (Harbor Hills Comprehensive Youth Development Program)	34	8	12	24	35	168	160	116	95	69

**ATTACHMENT E**

**Fiscal Year 2022-2023 Summary Totals for Minority and Women Board Members and Employees**

<b>Agency Name</b>	<b>Board Count</b>	<b>Minority Board Count</b>	<b>Women Board Count</b>	<b>Minority Board</b>	<b>Women Board</b>	<b>Employee Count</b>	<b>Minority Employee Count</b>	<b>Women Employee Count</b>	<b>Minority Employee</b>	<b>Women Employee</b>
Eastmont Community Center (East Los Angeles Farmer's Market)	6	6	3	100	50	11	11	8	100	73
Los Angeles Family Housing (Antelope Valley Offsite Housing Project Improvements) 5D	22	9	10	41	45	347	273	138	79	40
Harbor Interfaith Services (Shelter Operations Equipment) COVID 4D	9	1	7	11	78	70	49	52	70	74
Helpline Youth Counseling (Social Services Referral Program at Liberty Plaza) (4D)	10	6	3	60	30	102	90	79	88	77
Jovenes, Inc. (The Mariposa House at Los Padrinos Meals Program) 4D	12	12	6	100	50	69	66	42	96	61
Just Us 4 Youth (Gang Prevention & Intervention) COVID 1D	17	15	7	88	41	102	94	75	92	73
Los Angeles Conservation Corps (1st District Clean-Up and Graffiti Deterrent Projects) 1D	20	10	10	50	50	130	117	64	90	49

**ATTACHMENT E**

**Fiscal Year 2022-2023 Summary Totals for Minority and Women Board Members and Employees**

<b>Agency Name</b>	<b>Board Count</b>	<b>Minority Board Count</b>	<b>Women Board Count</b>	<b>Minority Board</b>	<b>Women Board</b>	<b>Employee Count</b>	<b>Minority Employee Count</b>	<b>Women Employee Count</b>	<b>Minority Employee</b>	<b>Women Employee</b>
Los Angeles Conservation Corps (4th District Neighborhood Cleanup) 4D	20	10	10	50	50	130	117	64	90	49
LA Family Housing (Antelope Valley Offsite Housing Project Improvements) 5D										
New Horizons Caregivers Group (Fiesta Program) 1D	7	7	7	100	100	3	2	2	67	67
PACE Finance Corp. (Microloans for Small Businesses-District 1) 1D	4	4	0	100	0	11	11	8	100	73
Pacific Asian Consortium in Employment (Handyworker Program) 2D	5	5	1	100	20	331	311	255	94	77
Peace4Kids (Transition Youth Services) 2D	10	4	7	40	70	4	3	1	75	25
Penny Lane Centers (Property Acquisition for At-Risk Youth) 5D	13	7	9	54	69	602	479	471	80	78
People Assisting the Homeless-PATH (Harbor City Housing Assistance Program) 5D	27	0	14	0	52	731	435	473	60	65



**ATTACHMENT E**

**Fiscal Year 2022-2023 Summary Totals for Minority and Women Board Members and Employees**

<b>Agency Name</b>	<b>Board Count</b>	<b>Minority Board Count</b>	<b>Women Board Count</b>	<b>Minority Board</b>	<b>Women Board</b>	<b>Employee Count</b>	<b>Minority Employee Count</b>	<b>Women Employee Count</b>	<b>Minority Employee</b>	<b>Women Employee</b>
Quality of Life Center (Bright Futures Scholars Program) 5D	5	5	2	100	40	3	3	3	100	100
Rio Hondo Community College (Student Secure Housing Program) COVID 4D	4	4	3	100	75	925	532	511	58	55
Samuel Dixon Family Health Center, Inc.(Healthcare Access for the Low Income and Uninsured) 5D	9	6	4	67	44	47	40	37	85	79
Southern California Crossroads (Gang Prevention & Violence Intervention) COVID 1D	10	10	4	100	40	70	70	25	100	25
San Gabriel Valley Conservation Corp (1st District Clean-Up and Graffiti Deterrent Projects) 1D	2	2	1	100	50	28	23	9	82	32
Santa Clarita Valley Boys and Girls Club (COVID19 Boys and Girls Club Programming) 5D	20	8	8	40	40	40	27	33	68	83
Santa Clarita Valley Committee on Aging Corp. (Handyworker Program) 5D	15	3	6	20	40	65	24	35	37	54

**ATTACHMENT E**

**Fiscal Year 2022-2023 Summary Totals for Minority and Women Board Members and Employees**

<b>Agency Name</b>	<b>Board Count</b>	<b>Minority Board Count</b>	<b>Women Board Count</b>	<b>Minority Board</b>	<b>Women Board</b>	<b>Employee Count</b>	<b>Minority Employee Count</b>	<b>Women Employee Count</b>	<b>Minority Employee</b>	<b>Women Employee</b>
Shelter Partnership (S. Mark Taper Foundation Shelter Resource Bank) Countywide	15	2	1	13	27	13	7	9	54	69
St. Joseph Center (Homeless Services Center) 3D	19	4	10	21	53	276	210	190	76	69
The People Concern (Domestic Violence Crisis Shelter Services) 3D	18	2	6	11	33	687	539	309	78	45
Topanga Community Club (Topanga Youth Services) 3D	7	1	5	14	71	2	0	2	0	100
Trust For Conservation Innovation (Project Equity - East Los Angeles) 1D	9	3	4	33	44	167	56	65	34	39
Union Station Homeless Services (Welcome Home) 4D	24	10	13	42	54	217	167	142	77	65
Volunteers of America of Los Angeles (Homeless Support Services - Meal Delivery) 4D	26	6	10	23	38	2,635	N/A	N/A		
Wayfinder Family Services (formerly Junior Blind) (Children's Project - CRP) 2D	15	4	3	27	20	546	389	357	71	65

**ATTACHMENT E**

**Fiscal Year 2022-2023 Summary Totals for Minority and Women Board Members and Employees**

<b>Agency Name</b>	<b>Board Count</b>	<b>Minority Board Count</b>	<b>Women Board Count</b>	<b>Minority Board</b>	<b>Women Board</b>	<b>Employee Count</b>	<b>Minority Employee Count</b>	<b>Women Employee Count</b>	<b>Minority Employee</b>	<b>Women Employee</b>
West Angeles Community Development Corporation (Food Distribution & CalFresh Applicants Outreach Project) 2D	15	15	10	100	67	20	20	17	100	85
Wilmington Community Clinic (Mary B. Henry Community Clinic) 2D	10	5	7	50	70	74	69	65	93	88
YMCA of Greater Long Beach (Before and Afterschool Childcare at Carmelitos Housing Development) COVID 4D	51	13	17	25	33	918	689	684	75	75
YMCA of Greater Long Beach (Youth Institute for Carmelitos) 4D	51	13	17	25	33	918	689	684	75	75
Young Women's Christian Association (YWCA) of Greater Los Angeles (Senior Empowerment Program-Union Pacific) 1D	13	11	11	85	85	164	160	144	98	88
YWCA of Greater Los Angeles (Youth Development Program - Union Pacific) 1D	13	11	11	85	85	164	160	144	98	88
YWCA of Greater Los Angeles (Senior Empowerment Prog. Walnut Park) 1D	13	11	11	85	85	164	160	144	98	88

# BOARD LETTER/MEMO CLUSTER FACT SHEET

☒ Board Letter

☐ Board Memo

☐ Other

<b>CLUSTER AGENDA REVIEW DATE</b>	5/11/2022	
<b>BOARD MEETING DATE</b>	6/14/2022	
<b>SUPERVISORIAL DISTRICT AFFECTED</b>	<input checked="" type="checkbox"/> All <input type="checkbox"/> 1 <sup>st</sup> <input type="checkbox"/> 2 <sup>nd</sup> <input type="checkbox"/> 3 <sup>rd</sup> <input type="checkbox"/> 4 <sup>th</sup> <input type="checkbox"/> 5 <sup>th</sup>	
<b>DEPARTMENT(S)</b>	Los Angeles County Development Authority (LACDA)	
<b>SUBJECT</b>	Contract for Consolidated Plan and Assessment of Fair Housing Consulting Services	
<b>PROGRAM</b>	Community Development	
<b>AUTHORIZES DELEGATED AUTHORITY TO DEPT</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
<b>SOLE SOURCE CONTRACT</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain why:	
<b>DEADLINES/ TIME CONSTRAINTS</b>	N/A	
<b>COST &amp; FUNDING</b>	Total cost: \$270,000	Funding source: Community Development Block Grant (CDBG) administrative funds allocated by the U.S. Department of Housing and Urban Development (HUD) and included in the LACDA's budget
	TERMS (if applicable): Two-year term with optional one-year extension at no additional cost	
	Explanation:	
<b>PURPOSE OF REQUEST</b>	As an entitlement jurisdiction, the County of Los Angeles is required by the U.S. Department of Housing and Urban Development (HUD) prepare a Consolidated Plan at least every five years, including a housing and community development needs assessment and strategy. Under the proposed contract, WES will assist the LACDA to prepare the Consolidated Plan on behalf of the County.	
<b>BACKGROUND (include internal/external issues that may exist including any related motions)</b>	Services to be provided under the Contract include the preparation of 1) the Citizen Participation Process; 2) the Housing and Community Development Needs Assessment; 3) the Housing and Community Development Five-Year Strategy; and 4) the One-year Action Plan. Services include project scheduling, technical consultation, and support tasks related to the development of all phases of the Consolidated Plan, an Assessment of Fair Housing (AFH), and Action Plan development including research, citizen participation, and the submission and approval process.	
<b>EQUITY INDEX OR LENS WAS UTILIZED</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain how:	
<b>SUPPORTS ONE OF THE NINE BOARD PRIORITIES</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please state which one(s) and explain how:	
<b>DEPARTMENTAL CONTACTS</b>	Name, Title, Phone # & Email: Linda Jenkins, Director of Community Development, (626) 586-1765, Linda.Jenkins@lacda.org	

June 14, 2022

Honorable Board of Commissioners  
Los Angeles County Development Authority  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, California 90012

Dear Commissioners:

**AWARD A TWO-YEAR CONTRACT FOR CONSOLIDATED PLAN AND  
ASSESSMENT OF FAIR HOUSING CONSULTING SERVICES  
(ALL DISTRICTS) (3 VOTE)**

**SUBJECT**

This letter recommends approval of a two-year Contract, in the amount of \$270,000, with Western Economic Services, LLC, to provide Consolidated Plan and Assessment of Fair Housing consulting services to the Los Angeles County Development Authority (LACDA).

**IT IS RECOMMENDED THAT THE BOARD:**

1. Find that approval of the Contract for Consolidated Plan and Assessment of Fair Housing consulting services is not subject to the provisions of the California Environmental Quality Act (CEQA), as described herein, because the action will not have the potential for causing a significant effect on the environment.
2. Authorize the Executive Director, or designee, to execute and if necessary, terminate a two-year Contract with Western Economic Services, LLC (WES) with a total compensation not to exceed \$270,000 in Community Development Block Grant (CDBG) administrative funds, to be effective following approval as to form by County Counsel and execution by all parties.
3. Authorize the Executive Director to execute a one-year extension to the Contract, at no additional cost, contingent upon continued funding and satisfactory performance, effective following approval as to form by County Counsel.

4. Authorize the Executive Director, or designee, to amend the Contract, following approval as to form by County Counsel, to modify the scope of work, fee schedule, and increase the total compensation by up to 10% as needed for unforeseen costs, using CDBG administrative funds to be included in the LACDA's annual budget approval process.

#### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

As an entitlement jurisdiction, the County of Los Angeles is required by the U.S. Department of Housing and Urban Development (HUD) prepare a Consolidated Plan at least every five years, including a housing and community development needs assessment and strategy. Under the proposed contract, WES will assist the LACDA to prepare the Consolidated Plan on behalf of the County.

#### **FISCAL IMPACT/FINANCING**

There is no impact on the County general fund. The Contract will be funded with \$270,000 in CDBG administrative funds allocated by HUD for the Forty-Eighth Program Year in the LACDA's Fiscal Year 2022-2023 and 2023-2024 budgets. A 10% contingency will be set aside for unforeseen costs using the same source of funds.

#### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

The LACDA administers the CDBG Urban County Program, the Home Investment Partnerships (HOME) Program and other HUD programs on behalf of the County of Los Angeles. The programs operate within the unincorporated areas of the County and participating cities.

Services to be provided under the Contract include the preparation of 1) the Citizen Participation Process; 2) the Housing and Community Development Needs Assessment; 3) the Housing and Community Development Five-Year Strategy; and 4) the One-year Action Plan. Services include project scheduling, technical consultation, and support tasks related to the development of all phases of the Consolidated Plan, an Assessment of Fair Housing (AFH), and Action Plan development including research, citizen participation, and the submission and approval process.

Should WES require additional or replacement personnel after the effective date of this Contract, WES 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 Operating Agency's minimum qualifications for the open position.

The County of Los Angeles, or any entity in which the Board of Supervisors also sit as the governing board, shall, if authorized by their governing bodies, have the option to

utilize the service of the Contractor (Proposer) under the same terms of this Agreement, to the extent that such terms are acceptable to both parties.

The attached Contract is being presented in substantially final form and will be effective following approval as to form by County Counsel and execution by all the parties.

### **CONTRACTING PROCESS**

On November 4, 2021, a Request for Proposals (RFP) process was initiated to identify consultants to provide consolidated plan and assessment of fair housing consulting services for the LACDA. Notices were emailed to vendors from the LACDA vendor list. An announcement was also posted on the County's WebVen and LACDA websites, and 45 vendors downloaded the solicitation package and addendum. On December 14, 2021, one proposal was received.

A panel consisting of LACDA staff evaluated the proposal independently. WES was determined to be a qualified vendor based on the criteria stated in the RFP and is therefore is being recommended for the Contract award.

The Summary of Outreach Activities is provided in Attachment A.

### **ENVIRONMENTAL DOCUMENTATION**

This action is exempt from the provisions of the National Environmental Policy Act pursuant to 24 Code of Federal Regulations, Part 58, Section 58.34 (a)(1) because it involves planning related activities and will not have a physical impact on or result in any physical changes to the environment. This action is also not subject to the provisions of CEQA pursuant to State CEQA Guidelines 15060(c)(3) and 15378, because it is not defined as a project under CEQA and does not have the potential for causing a significant effect on the environment.

### **IMPACT ON CURRENT SERVICES**

This Contract will ensure that the County will comply with HUD regulations regarding the submission of the Consolidated Plan and including a housing and community development needs assessment and strategy.

Respectfully submitted,

EMILIO SALAS  
Executive Director

Enclosures

## Attachment A

### Summary of Outreach Activities

On November 4, 2021, the following outreach was initiated to identify a consultant to provide consolidated plan and assessment of fair housing consulting services for the Community Development Block Grant (CDBG) Program, the HOME Investment Partnerships (HOME) Program, other programs funded by the U.S. Department of Housing and Urban Development (HUD) and locally funded programs.

#### A. Announcement

An announcement was posted on the LACDA and County's WebVen websites.

#### B. Distribution of the Request for Proposal (RFP) Packages

The LACDA's vendor list was used to e-mail the RFP to 1,197 firms consolidated plan and assessment of fair housing consulting services to visit the LACDA's website and download the solicitation package. As a result of the outreach, 45 RFP packages were downloaded from the LACDA website.

#### C. Proposal Results

By the deadline of December 14, 2021, one proposal was received. The one proposal met the minimum requirements and was forwarded to the three-member evaluation panel for further review. The evaluation committee used the "informed averaged" scoring methodology using a 1,000 points system as established in the solicitation package. The evaluation criteria consisted of qualifications (experience, background, references, etc.) approach to providing the services, quality control, and cost. The final evaluation results were as follows:

<u>Proposers</u>	<u>Score</u>
Western Economic Services, LLC	864

Western Economic Services, LLC is being recommended for a contract award for consolidated plan and assessment of fair housing consulting services based on the evaluation criteria set forth in the RFP.

The LACDA conducts ongoing outreach to include minorities and women in the contract award process, including: providing information at local and national conferences; conducting seminars for minorities and women regarding programs and services; advertising in newspapers to invite placement on the vendor list; and mailing information to associations representing minorities and women. The above information has been voluntarily provided to the LACDA.

The recommended award of Contract is being made in accordance with the LACDA's policies and federal regulations, and without regard to race, creed, color, or gender,







## **CONTRACT**

**BY AND BETWEEN**

**LOS ANGELES COUNTY  
DEVELOPMENT AUTHORITY**

**AND**

**WESTERN ECONOMIC SERVICES, LLC**

**FOR**

**CONSOLIDATED PLAN AND ASSESSMENT OF FAIR  
HOUSING CONSULTING SERVICES**

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## STANDARD EXHIBITS

- Exhibit A – Statement of Work
- Exhibit B – Fee Schedule
- Exhibit C – LACDA's Administration
- Exhibit D – Contractor's Administration
- Exhibit E – Required Contract Forms and Certifications
- Exhibit F – Required Contract Provisions
- Exhibit G – Required Forms at the Time of Contract Execution
- Exhibit H – LACDA Travel Policy

**CONTRACT BETWEEN  
LOS ANGELES COUNTY  
DEVELOPMENT AUTHORITY  
AND  
WESTERN ECONOMIC SERVICES, LLC  
FOR  
CONSOLIDATED PLAN AND ASSESSMENT OF  
FAIR HOUSING CONSULTING SERVICES**

This Contract and Exhibits made and entered into this 14<sup>th</sup> day of June, 2022 by and between the Los Angeles County Development Authority, hereinafter referred to as the ("LACDA") and Western Economic Services, Inc., hereinafter referred to as the ("Contractor"). The LACDA and Contractor are herein referred to as collectively the ("Parties").

**RECITALS**

**WHEREAS**, the LACDA may contract with private businesses for consolidated plan and assessment of fair housing consulting services when certain requirements are met;

**WHEREAS**, the Contractor is a private firm specializing in providing consolidated plan and assessment of fair housing consulting services;

**WHEREAS**, the LACDA issued a Request for Proposals to which the Contractor submitted a proposal to furnish the services to the LACDA;

**WHEREAS**, on June 8, 2022, the LACDA's Board of Commissioners ("Board") delegated authority for the LACDA's Executive Director, or duly authorized designee (hereinafter jointly referred to as the ("Executive Director")) to execute contracts for consolidated plan and assessment of fair housing consulting services;

**WHEREAS**, the Contractor agrees to comply with, submit to, and abide by all federal, State, and County rules, regulations, policies, procedures of the funding source, governing administration, and fiscal authorities; and all applicable law;

**WHEREAS**, the Contractor possesses the competence, financial ability, expertise, facilities, and personnel to provide the services contemplated hereunder;

**WHEREAS**, it is the intent of the Parties hereto to enter into Contract to provide consolidated plan and assessment of fair housing consulting services, as set forth herein; and

**WHEREAS**, the Contractor is willing and able to provide the services described herein, in consideration of the payments under this Contract and under the terms and conditions hereafter set forth.

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

## **1.0 APPLICABLE DOCUMENTS**

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

### **1.1 Standard Exhibits**

1.1.1 Exhibit A - Statement of Work

1.1.2 Exhibit B - Fee Schedule

1.1.3 Exhibit C - LACDA's Administration

1.1.4 Exhibit D - Contractor's Administration

1.1.5 Exhibit E - Required Contract Forms and Certifications

- Application for Exception and Certification Form for the Jury Service Program
- Compliance with Fair Chance Employment Hiring Practices Certification
- Contractor's EEO Certification

- Defaulted Property Tax Reduction Program Certification
- Federal Lobbyist Requirements Certification
- Zero Tolerance Human Trafficking Policy Certification

1.1.6 Exhibit F - Required Contract Provisions

- Contractor Employee Jury Service Ordinance
- Defaulted Property Tax Reduction Program
- IRS Notice 1015 – Earned Income Credit (EIC)
- Safely Surrendered Baby Law

1.1.7 Exhibit G - Required Form at the Time of Contract Execution

- COVID-19 Vaccination Certification of Compliance
- Contractor Acknowledgement and Confidentiality Agreement

1.1.8 Exhibit G - LACDA TRAVEL POLICY

- Administrative Travel Administrative Policies and Procedures

This Contract and the Exhibits hereto constitute 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.

## 2.0 DEFINITIONS

### 2.1 Standard Definitions

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



- 2.1.1 **Contract:** Agreement executed between the LACDA and Contractor. It sets forth the terms and conditions for the issuance and performance of the Statement of Work in Exhibit A.
- 2.1.2 **Contractor:** The sole proprietor, partnership, or corporation that has entered into a contract with the LACDA to perform or execute the work covered by the Statement of Work in Exhibit A.

## 3.0 WORK

### 3.1 Work Requirements

- 3.1.1 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 Exhibit A - Statement of Work, attached hereto and incorporated herein by reference.
- 3.1.2 The Contractor acknowledges that the quality of service(s) provided under this Contract shall be at least equivalent to that which Contractor provides to all other clients it serves.
- 3.1.3 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 LACDA.

## 4.0 TERM OF CONTRACT

### 4.1 Term

- 4.1.1 The term of this Contract shall commence on June 15, 2022 and shall remain in full force and effect until June 14, 2024 after execution by the LACDA's Executive Director, or designee, unless sooner terminated or extended, in whole or in part, as provided in this Contract.
- 4.1.2 The LACDA shall have the sole option to extend this Contract term for up to one (1) additional one-year period, for a maximum total Contract term of three (3) years. Each such option and extension

shall be exercised at the sole discretion of the Executive Director, or designee.

4.1.3 The Contractor shall notify the LACDA's Project Manager when this Contract is within three (3) months from the expiration of the term as provided for hereinabove. Upon occurrence of this event, the Contractor shall send written notification to the LACDA's Project Manager at the address herein provided in Exhibit C - LACDA's Administration.

## **5.0 CONTRACT SUM**

### **5.1 Total Contract Sum**

The Maximum Amount of this Contract shall be Two Hundred Seventy Thousand and 00/100 Dollars (\$270,000.00) ("Maximum Amount") for the term of this Contract as set forth Paragraph 4.1 - Term, above. Any costs incurred to complete this project in excess of the maximum not-to-exceed cost will be borne by the Contractor.

### **5.2 Written Approval for Reimbursement**

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 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 occur only with the LACDA's express prior written approval.

### **5.3 Notification of 75% of Total Contract Sum**

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 Maximum Amount under this Contract. Upon occurrence of this event,

the Contractor shall send written notification to Humberto Barboza Jr. at the address herein provided in Exhibit C - LACDA's Administration.

#### **5.4 No Payment for Services Provided Following Expiration/Termination of Contract**

The Contractor shall have no claim against the LACDA 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 the LACDA and shall immediately repay all such funds to the LACDA. Payment by the LACDA for services rendered after expiration/termination of this Contract shall not constitute a waiver of the LACDA'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 LACDA 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 LACDA under the terms of this Contract. The Contractor's payments shall be as provided in Exhibit B - Fee Schedule, and the Contractor shall be paid only for the tasks, deliverables, goods, services, and other work approved in writing by the LACDA. If the LACDA 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 - Fee Schedule.

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 LACDA by the 1<sup>st</sup> calendar day of the month following the month of service.
- 5.5.5 All invoices under this Contract shall be submitted to the following address: 700 W. Main Street, Alhambra, California 91801.
- 5.5.6 LACDA Approval of Invoices. All invoices submitted by the Contractor for payment must have the written approval of the LACDA's Project Manager prior to any payment thereof. In no event shall the LACDA be liable or responsible for any payment prior to such written approval. Approval for payment will not be unreasonably withheld.

**5.6 Intentionally Omitted.**

**5.7 Source and Appropriation of Funds**

- 5.7.1 The LACDA's obligation is payable only and solely from funds appropriated through the U.S. Department of Housing and Urban Development ("HUD") and, for the purpose of this Contract. All funds are appropriated every fiscal year beginning July 1.
- 5.7.2 In the event this Contract extends into succeeding fiscal years and funds have not been appropriated, this Contract will automatically terminate as of June 30 of the current fiscal year. The LACDA will endeavor to notify the Contractor in writing within ten (10) days of receipt of non-appropriation notice.

**6.0 ADMINISTRATION OF CONTRACT – LACDA**

**6.1 LACDA's Administration**

A listing of all LACDA Administration referenced in the following subparagraphs is designated in Exhibit C - LACDA's Administration. The LACDA shall notify the Contractor in writing of any change in the names or addresses shown.

**6.2 LACDA's Project Manager**

Responsibilities of the LACDA's Project Manager include:

- 6.2.1 Ensuring that the objectives of this Contract are met;

- 6.2.2 Providing direction to the Contractor in the areas relating to LACDA policy, information requirements, and procedural requirements;
- 6.2.3 Meeting with the Contractor's Project Manager on a regular basis; and
- 6.2.4 Inspecting any and all tasks, deliverables, goods, services, or other work provided by or on behalf of the Contractor.

## **7.0 ADMINISTRATION OF CONTRACT – CONTRACTOR**

### **7.1 Contractor's Project Manager**

- 7.1.1 The Contractor's Project Manager is designated in Exhibit D - Contractor's Administration. The Contractor shall notify the LACDA in writing of any change in the name or address of the Contractor's Project Manager.
- 7.1.2 The Contractor's Project Manager shall be responsible for the Contractor's day-to-day activities as related to this Contract and shall coordinate with the LACDA's Project Manager on a regular basis.
- 7.1.3 The Contractor's Project Manager must have five (5) years of experience.

### **7.2 Intentionally Omitted.**

### **7.3 Contractor's Staff Identification**

The Contractor shall provide, at Contractor's expense, all staff providing services under this Contract with a photo identification badge, which shall be visible when the Contractor or its staff is on LACDA's properties.

### **7.4 Background and Security Investigations**

- 7.4.1 Each of the Contractor's staff performing services under this Contract who is in a designated sensitive position, as determined by the LACDA in LACDA's sole discretion, shall undergo and pass a background investigation to the satisfaction of the LACDA 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 if the member of the Contractor's staff passes or fails the background investigation.

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

7.4.3 The LACDA, 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 LACDA or whose background or conduct is incompatible with LACDA facility access.

7.4.4 Disqualification of any member of the Contractor's staff pursuant to this Paragraph 7.4 shall not relieve the Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

## **7.5 Confidentiality**

7.5.1 The 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, the LACDA policies concerning information technology security and the protection of confidential records and information.

7.5.2 The Contractor shall indemnify, defend, and hold harmless the LACDA, 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 the Contractor, its officers, employees, agents, or subcontractors, to comply with this Paragraph 7.5, as determined by the LACDA in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 7.5 shall be conducted by the Contractor and performed by counsel selected by the Contractor and approved by the LACDA. Notwithstanding the preceding sentence, the LACDA shall have the right to participate in any such defense at its sole cost and expense, except that in the event the Contractor fails to provide the LACDA with a full and adequate defense, as determined by the LACDA in its sole judgment, the LACDA shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from the Contractor for all such costs and expenses incurred by the LACDA 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 the LACDA without LACDA's prior written approval.

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

7.5.4 The Contractor shall sign and adhere to the provisions of the "Contractor Acknowledgement and Confidentiality Agreement", a copy which is attached in Exhibit E – Required Contract Forms and Certifications.

## **8.0 STANDARD TERMS AND CONDITIONS**

### **8.1 Amendments**

8.1.1 For any change which affects the scope of work, term, Maximum Amount, payments, or any term or condition included under this

Contract, an Amendment shall be prepared and executed by the Contractor and Executive Director, or designee.

8.1.2 The LACDA's Board or Executive Director may require the addition and/or change of certain terms and conditions in the Contract during the term of this Contract. The LACDA reserves the right to add and/or change such provisions as required by the LACDA's Board or Executive Director. To implement such changes, an Amendment to the Contract shall be prepared and executed by the Contractor and Executive Director.

8.1.3 The Executive Director may at his/her sole discretion, authorize extensions of time as defined in Paragraph 4.0 - 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 Executive Director or designee.

## **8.2 Assignment and Delegation/Mergers or Acquisitions**

8.2.1 The Contractor shall notify the LACDA of any pending acquisitions/mergers of its company unless otherwise legally prohibited from doing so. If the Contractor is restricted from legally notifying the LACDA of pending acquisitions/mergers, then it should notify the LACDA of the actual acquisitions/mergers as soon as the law allows and provide to the LACDA the legal framework that restricted it from notifying the LACDA 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 the LACDA, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this sub-paragraph, the LACDA consent shall require a written amendment to the Contract, which is formally



approved and executed by the Parties. Any payments by the LACDA to any approved delegate or assignee on any claim under this Contract shall be deductible, at the LACDA's sole discretion, against the claims, which the Contractor may have against the LACDA.

8.2.3 Shareholders, partners, members, or other equity holders of the 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 the 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 the LACDA 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 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 the LACDA'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, the LACDA shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by the Contractor.

### **8.3 Authorization Warranty**

The Contractor represents and warrants that the person executing this Contract for the Contractor is an authorized agent who has actual authority to bind the Contractor to each and every term, condition, and obligation of this Contract and that all requirements of the Contractor have been fulfilled to provide such actual authority.

#### **8.4 Budget Reductions**

In the event that the LACDA's Board adopts, in any fiscal year, a LACDA Budget which provides for reductions in the salaries and benefits paid to the majority of the LACDA employees and imposes similar reductions with respect to LACDA Contracts, the LACDA 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 LACDA'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 Compliance with Applicable Laws**

In the performance of this Contract, the 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 Compliance with Civil Rights Laws**

8.6.1 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 the Contractor's EEO Certification, a copy which is attached in Exhibit E – Required Contract Forms and Certifications.

8.6.2 The Contractor shall comply with Section 109 of the Housing and Community Development Act of 1974 which states that no person in the United States shall, on the grounds of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this Contract.

8.6.3 The Contractor shall comply with the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, which require that no person in the United States shall be excluded from participating in, denied the benefits of, or subject to discrimination under this Contract on the basis of age or with respect to an otherwise qualified disabled individual.

#### **8.7 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/>) to which the LACDA requires compliance by the Contractor. The Contractor further acknowledges that the LACDA 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 LACDA'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 the Contract as well as civil liability.

#### **8.8 Compliance with County's Zero Tolerance Policy on Human Trafficking**

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

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

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

## **8.9 Compliance with Fair Chance Employment Practices**

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

## **8.10 Compliance with Jury Service Program**

### **8.10.1 Jury Service Program**

This Contract is subject to the provisions of the County 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 F – Required Contract Provisions and incorporated by reference into and made a part of this Contract.

### **8.10.2 Written Employee Jury Service Policy**

A. Unless the Contractor has demonstrated to the LACDA'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.

- B. For purposes of this sub-paragraph, "Contractor" means a person, partnership, corporation or other entity which has a contract with the LACDA or a subcontract with a Contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more LACDA contracts or subcontracts. "Employee" means any California resident who is a full-time employee of the Contractor. "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 LACDA, 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 90 days or less within a 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 LACDA under the Contract, the Subcontractor shall also be subject to the provisions of this sub-paragraph. The provisions of this sub-paragraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the subcontract agreement.
- C. 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 LACDA 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 LACDA may also require, at any time during the Contract and at its sole discretion, that the Contractor demonstrate to the LACDA'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 Jury Service Program.

- D. The Contractor's violation of this sub-paragraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, the LACDA may, in its sole discretion, terminate the Contract and/or bar the Contractor from the award of future LACDA contracts for a period of time consistent with the seriousness of the breach.

## **8.11 Conflict of Interest**

8.11.1 No LACDA employee whose position with the LACDA 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 LACDA's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the LACDA's approval or ongoing evaluation of such work.

8.11.2 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 LACDA. 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 subparagraph shall be a material breach of this Contract.

#### **8.12 Consideration of Hiring LACDA Employees Targeted for Layoff or Re-Employment List**

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

#### **8.13 Consideration of Hiring GAIN-GROW Participants**

8.13.1 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 ("DPSS") 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 LACDA 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](mailto:GAINGROW@DPSS.LACOUNTY.GOV) and [BSERVICES@WDACS.LACOUNTY.GOV](mailto:BSERVICES@WDACS.LACOUNTY.GOV) and DPSS will refer qualified GAIN/GROW job candidates.

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

**8.14 Contractor's Acknowledgement of LACDA's Commitment to the Safely Surrendered Baby Law**

8.14.1 The Contractor acknowledges that the LACDA places a high priority on the implementation of the Safely Surrendered Baby Law. The contractor understands that it is the LACDA's policy to encourage all LACDA contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster, in Exhibit F – Required Contract Provisions, 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](http://www.babysafela.org).

**8.14.2 Notice to Employees Regarding the Safely Surrendered Baby Law**

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

**8.15 Intentionally Omitted.**

**8.16 Contractor Responsibility and Debarment**

**8.16.1 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 LACDA's policy to conduct business only with responsible Contractors.

**8.16.2 Chapter 2.202 of the County Code**

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The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the LACDA acquires information concerning the performance of the Contractor on this or other contracts which indicates that the Contractor is not responsible, the LACDA 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 LACDA contracts for a specified period of time, which generally will not exceed five years but may exceed five years or be permanent if warranted by the circumstances, and terminate any or all existing Contracts the Contractor may have with the LACDA.

#### 8.16.3 Non-Responsible Contractor

The LACDA may debar a Contractor if the Board finds, in its discretion, that the Contractor has done any of the following: (1) violated a term of a contract with the LACDA or a nonprofit corporation created by the LACDA, (2) committed an act or omission which negatively reflects on the Contractor's quality, fitness or capacity to perform a contract with the LACDA, any other public entity, or a nonprofit corporation created by the LACDA, 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 LACDA or any other public entity.

#### 8.16.4 Contractor Hearing Board

- A. If there is evidence that the Contractor may be subject to debarment, the LACDA 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.
- B. 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 LACDA shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board.

- C. 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. The Board shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
- D. 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 LACDA 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 LACDA.
- E. 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.

- F. 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 Commissioners. The Board of Commissioners shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

#### 8.16.5 Subcontractors of Contractor

These terms shall also apply to Subcontractors of the LACDA Contractors.

### **8.17 Contractor's Warranty of Adherence to LACDA's Child Support Compliance Program**

8.17.1 The Contractor acknowledges that the LACDA has established a goal of ensuring that all individuals who benefit financially from the LACDA through 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 LACDA and its taxpayers.

8.17.2 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).

#### **8.18 Counterparts and Electronic Signatures**

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 other electronically delivered signature of the Parties shall be deemed to constitute original signatures, and facsimile or electronic copies hereof shall be deemed to constitute duplicate originals.

#### **8.19 Damage to LACDA Facilities, Buildings or Grounds**

8.19.1 The Contractor shall repair, or cause to be repaired, at its own cost, any and all damage to LACDA 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.

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

#### **8.20 Employment Eligibility Verification**

8.20.1 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.

8.20.2 The Contractor shall indemnify, defend, and hold harmless, the LACDA, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the LACDA 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.

#### **8.21 Executive Order 11246 and 11375, Equal Opportunity in Employment**

8.21.1 The Contractor shall comply with Executive Order 11246 and 11375, Equal Opportunity in Employment, which requires that during the performance of this Contract, the Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated fairly during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of the non-discrimination clause.

- 8.21.2 The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
- 8.21.3 The Contractor will send to each labor union or representative of workers with which he has a collective bargaining Contract or other contract or understanding, a notice to be provided by the agency of the Contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment. The Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.
- 8.21.4 The Contractor will furnish all information and reports required by the Executive Order and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the LACDA and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
- 8.21.5 In the event of Contractor's noncompliance with the non-discrimination clauses of this Contract or with any of such rules, regulations or orders, this Contract may be canceled, terminated or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in the Executive Orders and such other sanctions may be imposed and remedies invoked as provided in the Executive Order or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by law.
- 8.21.6 The Contractor will include the provisions of these paragraphs in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to
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Section 204 of the Executive Order No. 11246 of September 24, 1965, that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such actions with respect to any subcontract or purchase order as the LACDA may direct as a means of enforcing such provisions including sanctions for noncompliance, provided however, that in the event the Contractor becomes involved in, or is threatened with litigation by a subcontractor or vendor as a result of such direction by the LACDA, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

#### **8.22 Facsimile Representations**

The LACDA and the Contractor 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 paragraph 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.

#### **8.23 Fair Labor Standards**

The Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act and shall indemnify, defend, and hold harmless the LACDA 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 LACDA may be found jointly or solely liable.

#### **8.24 Federal Lobbyist Requirements**

8.24.1 The Contractor is prohibited by the Department of Interior and Related Agencies Appropriations Act, known as the Byrd

Amendments, and HUD's 24 CFR Part 87, from using federally appropriated funds for the purpose of influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, loan or cooperative Contract, and any extension, continuation, renewal, amendment or modification of said documents.

8.24.2 The Contractor must certify in writing on the Federal Lobbyist Requirements Certification form that they are familiar with the Federal Lobbyist Requirements and that all persons and/or subcontractors acting on behalf of the Contractor will comply with the Lobbyist Requirements.

8.24.3 Failure on the part of the Contractor or persons/subcontractors acting on behalf of the Contractor to fully comply with the Federal Lobbyist Requirements may be subject to civil penalties.

## **8.25 Force Majeure**

8.25.1 The Parties agree that COVID-19 pandemic is not a force majeure event. 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, 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 sub-paragraph as "force majeure events").

8.25.2 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 sub-paragraph, the term “subcontractor” and “subcontractors” mean subcontractors at any tier.

8.25.3 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.

## **8.26 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 and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

## **8.27 Indemnification**

The Contractor shall indemnify, defend and hold harmless the LACDA, County, and its Special Districts, elected and appointed officers, employees, agents and volunteers (“LACDA 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 LACDA Indemnitees.

## **8.28 Independent Contractor Status**

8.28.1 This Contract is by and between the LACDA 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 LACDA 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.

8.28.2 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 LACDA 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.

8.28.3 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 LACDA. 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.

8.28.4 The Contractor shall adhere to the provisions stated in subparagraph 7.5 - Confidentiality.

## **8.29 Liquidated Damages**

8.29.1 If, in the judgment of the Executive Director, or designee, the Contractor is deemed to be non-compliant with the terms and obligations assumed hereby, the Executive Director, or 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 LACDA, will be forwarded to the Contractor by the Executive Director, or designee, in a written notice describing the reasons for said action.

8.29.2 If the Executive Director, or designee, determines that there are deficiencies in the performance of this Contract that the Executive Director, or designee, deems are correctable by the Contractor over a certain time span, the Executive Director, or 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 Executive Director, or designee, may:

- A. Deduct from the Contractor's payment, pro rata, those applicable portions of the Monthly Contract Sum; and/or
- B. Deduct liquidated damages. The Parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the Contractor to correct a deficiency within the specified time frame. The Parties hereby agree that under the current circumstances a reasonable estimate of such damages is One Hundred and 00/100 Dollars (\$100.00) per day per infraction, or as specified in the Performance Requirements Summary ("PRS") Chart, as defined in Appendix B (Statement of Work Exhibits), hereunder, and that the Contractor shall be liable to the LACDA for liquidated damages in said amount. Said amount shall be deducted from the LACDA's payment to the Contractor; and/or
- C. Upon giving five (5) days-notice to the Contractor for failure to correct the deficiencies, the LACDA may correct any and all deficiencies and the total costs incurred by the LACDA for completion of the work by an alternate source, whether it be LACDA forces or separate private contractor, will be deducted and forfeited from the payment to the Contractor from the LACDA, as determined by the LACDA.

8.29.3 The action noted in sub-paragraph 8.29.2 shall not be construed as a penalty, but as adjustment of payment to the Contractor to recover

the LACDA cost due to the failure of the Contractor to complete or comply with the provisions of this Contract.

8.29.4 This sub-paragraph shall not, in any manner, restrict or limit the LACDA's right to damages for any breach of this Contract provided by law or as specified in the PRS or sub-paragraph 8.29.2, and shall not, in any manner, restrict or limit the LACDA's right to terminate this Contract as agreed to herein.

### **8.30 Most Favored Public Entity**

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

### **8.31 Nondiscrimination and Affirmative Action**

8.31.1 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.

8.31.2 The Contractor shall certify to, and comply with, the provisions of the Contractor's EEO Certification, a copy which is attached in Exhibit E – Required Contract Forms and Certifications.

8.31.3 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.

8.31.4 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.

8.31.5 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.

8.31.6 The Contractor shall allow LACDA representatives access to the Contractor's employment records during regular business hours to verify compliance with the provisions of Paragraph 8.31 when so requested by the LACDA.

8.31.7 If the LACDA finds that any provisions of this Paragraph 8.31 have been violated, such violation shall constitute a material breach of this Contract upon which the LACDA may terminate or suspend this Contract. While the LACDA 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 LACDA that the Contractor has violated the anti-discrimination provisions of this Contract.

8.31.8 The Parties agree that in the event the Contractor violates any of the anti- discrimination provisions of this Contract, the LACDA 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.

**8.32 Non Exclusivity**

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

**8.33 Notice of Delays**

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

**8.34 Notice of Disputes**

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

**8.35 Notice to Employees Regarding the Federal Earned Income Credit**

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.

### **8.36 Notices**

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 C - LACDA's Administration and D - Contractor's Administration. Addresses may be changed by either party giving ten (10) days' prior written notice thereof to the other party. The Division Director, or designee shall have the authority to issue all notices or demands required or permitted by the LACDA under this Contract.

### **8.37 Prohibition Against Inducement or Persuasion**

Notwithstanding the above, the Contractor and the LACDA 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.

### **8.38 Public Records Act**

8.38.1 Any documents submitted by the Contractor; all information obtained in connection with the LACDA's right to audit and inspect the Contractor's documents, books, and accounting records pursuant Section 8.41 - Record Retention and Inspection/Audit Settlement of this Contract; as well as those documents which were required to be submitted in response to the solicitation used for this Contract, become the exclusive property of the LACDA. 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 LACDA 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.

8.38.2 In the event the LACDA 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 bid marked “trade secret”, “confidential”, or “proprietary”, the Contractor agrees to defend and indemnify the LACDA from all costs and expenses, including reasonable attorney’s fees, in action or liability arising under the Public Records Act.

### **8.39 Publicity**

8.39.1 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 LACDA shall not inhibit the Contractor from publishing its role under this Contract within the following conditions:

- A. The Contractor shall develop all publicity material in a professional manner; and
- B. 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 LACDA without the prior written consent of the LACDA’s Project Manager. The LACDA shall not unreasonably withhold written consent.

8.39.2 The Contractor may, without the prior written consent of the LACDA, indicate in its bids and sales materials that it has been awarded this Contract with the LACDA, provided that the requirements of this Section 8.39 shall apply.

### **8.40 Quality Assurance Plan**

8.40.1 The LACDA 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 LACDA determines are significant or continuing and that may place performance of the Contract in jeopardy if not corrected will be reported to the Board and listed in the appropriate LACDA reports. The report to the Board will include improvement/corrective action measures taken by the LACDA and the Contractor. If improvement does not occur consistent with the corrective action measures, the LACDA may terminate this Contract or impose other penalties as specified in this Contract.

8.40.2 A performance review will be conducted no later than ninety (90) days prior to the end of the first and second years of this Contract to evaluate the performance of the Contractor. Based on the assessment of the performance review, as determined by the LACDA in its sole discretion, written notification will be given to the Contractor whether this Contract will be terminated at the end of the current year or will be continued into the next contract year.

#### **8.41 Record Retention and Inspection/Audit Settlement**

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 LACDA, 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 LACDA during the term of this Contract and for a period of five (5) years

thereafter unless the LACDA'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 LACDA's option, the Contractor shall pay the LACDA for travel, per diem, and other costs incurred by the LACDA to examine, audit, excerpt, copy, or transcribe such material at such other location.

8.41.1 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 LACDA 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 LACDA shall make a reasonable effort to maintain the confidentiality of such audit report(s).

8.41.2 Failure on the part of the Contractor to comply with any of the provisions of this Section 8.41 shall constitute a material breach of this Contract upon which the LACDA may terminate or suspend this Contract.

8.41.3 If, at any time during the term of this Contract or within five (5) years after the expiration or termination of this Contract, representatives of the LACDA conduct an audit of the Contractor regarding the work performed under this Contract, and if such audit finds that the LACDA's dollar liability for any such work is less than payments made by the LACDA to the Contractor, then the difference shall be either: a) repaid by the Contractor to the LACDA by cash payment upon demand or b) at the sole option of the LACDA, deducted from any amounts due to the Contractor from the LACDA, whether under this Contract or otherwise. If such audit finds that the LACDA's dollar liability for such work is more than the payments made by the LACDA

to the Contractor, then the difference shall be paid to the Contractor by the LACDA by cash payment, provided that in no event shall the LACDA's maximum obligation for this Contract exceed the funds appropriated by the LACDA for the purpose of this Contract.

**8.42 Recycled Bond Paper**

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

**8.43 Intentionally Omitted.**

**8.44 Subcontracting**

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

8.44.2 If the Contractor desires to subcontract, the Contractor shall provide the following information promptly at the LACDA's request:

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

8.44.3 The Contractor shall indemnify and hold the LACDA 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.

8.44.4 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 LACDA's approval of the Contractor's proposed subcontract.

8.44.5 The LACDA's consent to subcontract shall not waive the LACDA'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 LACDA right.

8.44.6 The LACDA's Project Manager is authorized to act for and on behalf of the LACDA with respect to approval of any subcontract and Subcontractor employees. After approval of the subcontract by the LACDA, Contractor shall forward a fully executed subcontract to the LACDA for their files.

8.44.7 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 LACDA's consent to subcontract.

8.44.8 The Contractor shall obtain certificates of insurance, which establish that the Subcontractor maintains all the programs of insurance required by the LACDA from each approved Subcontractor. The Contractor shall ensure delivery of all such documents to the individual identified in Paragraph 8.36 - Notices before any Subcontractor employee may perform any work hereunder.

#### **8.45 Time Off For Voting**

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 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 Elections Code Section 14000.

#### **8.46 Validity**

If any provision of this Contract or the application thereof to any person or circumstance is held invalid, the remainder of this Contract and the

application of such provision to other persons or circumstances shall not be affected thereby.

#### **8.47 Waiver**

No waiver by the LACDA of any breach of any provision of this Contract shall constitute a waiver of any other breach or of such provision. Failure of the LACDA 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 8.47 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

#### **8.48 Warranty Against Contingent Fees**

8.48.1 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.

8.48.2 For breach of this warranty, the LACDA 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.

#### **8.49 Warranty of Compliance with County's Defaulted Property Tax Reduction Program**

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

8.49.2 Unless the Contractor qualifies for an exemption or exclusion, the 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.

#### **8.50 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 Paragraph 8.49 "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 LACDA under any other provision of this contract, failure of Contractor to cure such default within 10 days of notice shall be grounds upon which the LACDA may terminate this Contract and/or pursue debarment of the Contractor, pursuant to County Code Chapter 2.206.

### **9.0 INSURANCE**

Without limiting Contractor's indemnification of LACDA Indemnitees, 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 Section 9 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 LACDA 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.

#### **9.1 Insurance Coverage**

9.1.1 Commercial General Liability Insurance (providing scope of coverage equivalent to ISO policy form CG 00 01), naming the LACDA, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (collectively "LACDA and its Agents") as an additional insured, with limits of not less than:

- General Aggregate: ..... \$2 million
- Products/Completed Operations Aggregate: ..... \$2 million

- Personal and Advertising Injury: ..... \$1 million
- Each Occurrence: ..... \$1 million

9.1.2 Automobile Liability Insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than \$50 thousand 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.

9.1.3 Workers Compensation and Employers' Liability insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$1 million per accident.

## **9.2 Additional Unique Insurance Coverage**

### **9.2.1 Professional Liability/Errors and Omissions**

Insurance covering Contractor's liability arising from or related to this Contract, with limits appropriate to the Contractor's profession and not less than \$2 million per occurrence or claim and \$2 million aggregate. Further, Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following this Agreement's expiration, termination or cancellation.

## **9.3 Certificate of Insurance Coverage:**

9.3.1 Certificate(s) of Insurance Coverage ("Certificate") satisfactory to the LACDA, and a copy of an Additional Insured endorsement confirming the LACDA and its Agents (defined below) has been given Insured status under the Contractor's General Liability policy, shall be delivered to the LACDA at the address shown below and provided prior to commencing services under this Contract.

9.3.2 Renewal Certificates shall be provided to the LACDA not less than ten (10) days prior to Contractor's policy expiration dates. The LACDA reserves the right to obtain complete, certified copies of any

required Contractor and/or Sub-Contractor insurance policies at any time.

9.3.3 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.

9.3.4 Certificates shall provide the full name of each insurer providing coverage, its National Association of Insurance Commissioners ("NAIC") identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand (\$50,000.00) dollars, and list any LACDA required endorsement forms.

9.3.5 Neither the LACDA's failure to obtain, nor the LACDA's receipt of, or failure to object to a non-complying 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.

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

Los Angeles County Development Authority  
Administrative Services Division/Procurement Unit  
700 W. Main Street  
Alhambra, CA 91801  
Attention: Humberto Barboza Jr.

#### **9.4 Notices of Injury or Damage or Destruction**

The Contractor also shall promptly report to the LACDA any injury or property damage accident or incident, including any injury to a Contractor employee occurring on the LACDA property, and any loss, disappearance, destruction, misuse, or theft of the LACDA property, monies or securities entrusted to the Contractor. The Contractor also shall promptly notify the



LACDA of any third party claim or suit filed against the Contractor or any of its sub-contractors which arises from or relates to this Contract, and could result in the filing of a claim or lawsuit against the Contractor and/or LACDA.

#### **9.5 Additional Insured Status and Scope of Coverage**

The LACDA 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 LACDA. The LACDA 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 LACDA. The full policy limits and scope of protection also shall apply to the LACDA and its Agents as an additional insured, even if they exceed the LACDA's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

#### **9.6 Cancellation of or Change to Maintain Insurance**

The Contractor shall provide the LACDA with, or Contractor's insurance policies shall contain a provision that the LACDA 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 LACDA 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 LACDA, upon which the LACDA may suspend or terminate this Contract.

#### **9.7 Failure to Maintain Insurance**

The 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 the LACDA immediately may withhold payments due to Contractor, and/or suspend or terminate this Contract. The LACDA, at

its sole discretion, may obtain damages from Contractor resulting from said breach. Alternatively, the LACDA may purchase the Required Insurance, and without further notice to Contractor, deduct the premium cost from sums due to Contractor or pursue Contractor reimbursement.

#### **9.8 Contractor's Insurance Shall Be Primary**

The 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 LACDA maintained insurance or self-insurance coverage shall be in excess of and not contribute to any Contractor coverage.

#### **9.9 Insurance Specifics**

##### **9.9.1 Waivers of Subrogation**

To the fullest extent permitted by law, the Contractor hereby waives its rights and its insurer(s)' rights of recovery against the LACDA 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.

##### **9.9.2 Sub-Contractor Insurance Coverage Requirements**

The Contractor shall include all Sub-Contractors as insureds under the Contractor's own policies, or shall provide the LACDA with each Sub-Contractor's separate evidence of insurance coverage. The Contractor shall be responsible for verifying each Sub-Contractor complies with the Required Insurance provisions herein, and shall require that each Sub-Contractor name the LACDA and Contractor as additional insureds on the Sub-Contractor's General Liability policy. Contractor shall obtain the LACDA's prior review and approval of any Sub-Contractor request for modification of the Required Insurance.

##### **9.9.3 Deductibles and Self-Insured Retentions (SIRs)**

The Contractor's policies shall not obligate the LACDA to pay any portion of any Contractor deductible or SIR. The LACDA retains the right to require the Contractor to reduce or eliminate policy deductibles and SIRs as respects the LACDA, 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.

9.9.4 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. The 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.

9.9.5 Application of Excess Liability Coverage

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

9.9.6 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.

9.9.7 Alternative Risk Financing Programs

The LACDA 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 LACDA and its Agents shall be designated as an Additional Covered Party under any approved program.

### **9.10 LACDA Review and Approval of Insurance Requirements**

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

## **10.0 TERMINATION**

### **10.1 Termination for Convenience**

10.1.1 This Contract may be terminated, in whole or in part, from time to time, when such action is deemed by the LACDA, 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.

- A. After receipt of a notice of termination and except as otherwise directed by the LACDA, the Contractor shall:
- B. Stop work under this Contract on the date and to the extent specified in such notice, and
- C. Complete performance of such part of the work as shall not have been terminated by such notice.

10.1.2 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 8.41 - Record Retention and Inspection/Audit Settlement.

### **10.2 Termination for Default**

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

- A. Contractor has materially breached this Contract; or

- B. Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Contract; or
- C. 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 LACDA may authorize in writing) after receipt of written notice from the LACDA specifying such failure.

10.2.2 In the event that the LACDA terminates this Contract in whole or in part as provided in sub-paragraph 10.2.1, the LACDA may procure, upon such terms and in such manner as the LACDA may deem appropriate, goods and services similar to those so terminated. The Contractor shall be liable to the LACDA for any and all excess costs incurred by the LACDA, as determined by the LACDA, 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 sub-paragraph.

10.2.3 Except with respect to defaults of any Subcontractor, the Contractor shall not be liable for any such excess costs of the type identified in sub-paragraph 10.2.2 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 LACDA 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 sub-paragraph 10.2.3, the terms "Subcontractor" and "Subcontractors" mean Subcontractor(s) at any tier.

10.2.4 If, after the LACDA has given notice of termination under the provisions of this Paragraph 10.2, it is determined by the LACDA that the Contractor was not in default under the provisions of this Paragraph 10.2, or that the default was excusable under the provisions of sub-paragraph 10.2.3, the rights and obligations of the Parties shall be the same as if the notice of termination had been issued pursuant to Paragraph 10.1 - Termination for Convenience.

10.2.5 The rights and remedies of the LACDA provided in this Paragraph 10.2 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

### **10.3 Termination for Improper Consideration**

10.3.1 The LACDA 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 LACDA 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 LACDA shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default by the Contractor.

10.3.2 The Contractor shall immediately report any attempt by a LACDA officer or employee to solicit such improper consideration. The report shall be made either to the LACDA manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.

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

#### **10.4 Termination for Insolvency**

10.4.1 The LACDA may terminate this Contract forthwith in the event of the occurrence of any of the following:

- A. 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;
- B. The filing of a voluntary or involuntary petition regarding the Contractor under the Federal Bankruptcy Code;
- C. The appointment of a Receiver or Trustee for the Contractor; or
- D. The execution by the Contractor of a general assignment for the benefit of creditors.

10.4.2 The rights and remedies of the LACDA provided in this Paragraph 10.4 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

#### **10.5 Intentionally Omitted.**

#### **10.6 Termination for Non-Appropriation of Funds**

Notwithstanding any other provision of this Contract, the LACDA shall not be obligated for the Contractor's performance hereunder or by any provision of this Contract during any of the LACDA's future fiscal years unless and

until the LACDA's Board appropriates funds for this LACDA in the LACDA'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 LACDA shall notify the Contractor in writing of any such non-allocation of funds at the earliest possible date.

## **11.0 UNIQUE TERMS AND CONDITIONS**

### **11.1 Ownership of Materials, Software and Copyright**

11.1.1 The LACDA shall be the sole owner of all right, title and interest, in and to all plans, diagrams, facilities, and tools (hereafter "materials") which are originated or created through the Contractor's work pursuant to this Contract. The Contractor, for valuable consideration herein provided, shall execute all documents necessary to assign and transfer to, and vest in the LACDA all of the Contractor's right, title and interest in and to such original materials, including any copyright, patent and trade secret rights which arise pursuant to the Contractor's work under this Contract.

11.1.2 During the term of this Contract and for five (5) years thereafter, the Contractor shall maintain and provide security for all of the Contractor's working papers prepared under this Contract. LACDA shall have the right to inspect, copy and use at any time during and subsequent to the term of this Contract, any and all such working papers and all information contained therein.

11.1.3 Any and all materials, software and tools which are developed or were originally acquired by the Contractor outside the scope of this Contract, which the Contractor desires to use hereunder, and which the Contractor considers to be proprietary or confidential, must be specifically identified by the Contractor to the LACDA's Project Manager as proprietary or confidential, and shall be plainly and prominently marked by the Contractor as "Proprietary" or



"Confidential" on each appropriate page of any document containing such material.

11.1.4 The LACDA will use reasonable means to ensure that the Contractor's proprietary and/or confidential items are safeguarded and held in confidence. The LACDA agrees not to reproduce, distribute or disclose to non-LACDA or non-County entities any such proprietary and/or confidential items without the prior written consent of the Contractor.

11.1.5 Notwithstanding any other provision of this Contract, the LACDA will not be obligated to the Contractor in any way under Paragraph 11.1 for any of the Contractor's proprietary and/or confidential items which are not plainly and prominently marked with restrictive legends as required by sub-paragraph 11.1.3 or for any disclosure which the LACDA is required to make under any state or federal law or order of court.

11.1.6 All the rights and obligations of this Paragraph 11.1 shall survive the expiration or termination of this Contract.

## **11.2 COVID-19 Vaccinations of LACDA Contractor Personnel**

11.2.1 At the Contractor's sole cost, the Contractor shall comply with Chapter 2.212 (COVID-19 Vaccinations of County Contactor Personnel) of Los Angeles County Code Title 2 - Administration, Division 4. All employees of the Contractor and persons working on its behalf, including but not limited to, Subcontractors of any tier (collectively, "Contractor Personnel"), must be fully vaccinated against the novel coronavirus 2019 ("COVID-19") prior to (1) interacting in person with LACDA employees, interns, volunteers, and commissioners ("LACDA workforce members"), (2) working on LACDA and County owned or controlled property while performing services under this Contract, and/or (3) coming into contact with the public while performing services under this Contract (collectively, "In-Person Services").

11.2.2 The Contractor Personnel are considered “fully vaccinated” against COVID-19 two (2) weeks or more after they have received (1) the second dose in a 2-dose COVID-19 vaccine series (e.g. Pfizer-BioNTech or Moderna), (2) a single-dose COVID-19 vaccine (e.g. Johnson and Johnson [J&J]/Janssen), or (3) the final dose of any COVID-19 vaccine authorized by the World Health Organization (“WHO”).

11.2.3 Prior to assigning the Contractor Personnel to perform In-Person Services, the Contractor shall obtain proof that such the Contractor Personnel have been fully vaccinated by confirming the Contractor Personnel is vaccinated through any of the following documentation: (1) official COVID-19 Vaccination Record Card (issued by the Department of Health and Human Services, CDC or WHO Yellow Card), which includes the name of the person vaccinated, type of vaccine provided, and date of the last dose administered (“Vaccination Record Card”); (2) copy (including a photographic copy) of a Vaccination Record Card; (3) documentation of vaccination from a licensed medical provider; (4) a digital record that includes a quick response (“QR”) code that when scanned by a SMART HealthCard reader displays to the reader client name, date of birth, vaccine dates, and vaccine type, and the QR code confirms the vaccine record as an official record of the State of California; or (5) documentation of vaccination from the Contractors who follow the CDPH vaccination records guidelines and standards. The Contractor shall also provide written notice to LACDA before the start of work under this Contract that its Contractor Personnel are in compliance with the requirements of this section. The Contractor shall retain such proof of vaccination for the document retention period set forth in this Contract, and must provide such records to the LACDA for audit purposes, when required by LACDA.

11.2.4 The Contractor shall evaluate any medical or sincerely held religious exemption request of its Contractor Personnel, as required by law. If the Contractor has determined that the Contractor Personnel is exempt pursuant to a medical or sincerely held religious reason, the Contractor must also maintain records of the Contractor Personnel's testing results. The Contractor must provide such records to the LACDA for audit purposes, when required by LACDA. The unvaccinated exempt Contractor Personnel must meet the following requirements prior to (1) interacting in person with LACDA workforce members, (2) working on LACDA or County owned or controlled property while performing services under this Contract, and/or (3) coming into contact with the public while performing services under this Contract:

- A. Test for COVID-19 with either a polymerase chain reaction ("PCR") or antigen test has an Emergency Use Authorization ("EUA") by the FDA or is operating per the Laboratory Developed Test requirements by the U.S. Centers for Medicare and Medicaid Services. Testing must occur at least weekly, or more frequently as required by LACDA or other applicable law, regulation or order.
- B. Wear a mask that is consistent with CDC recommendations at all times while on LACDA or County controlled or owned property, and while engaging with members of the public and LACDA workforce members.
- C. Engage in proper physical distancing, as determined by the applicable LACDA department that the Contract is with.

11.2.5 In addition to complying with the requirements of this section, the Contractor shall also comply with all other applicable local, departmental, State, and federal laws, regulations and requirements for COVID-19. A completed "COVID-19 Vaccination Certification of Compliance" is located in Exhibit G – Required Forms at the Time of

[Signatures on the following page]

/

## SIGNATURES

**IN WITNESS WHEREOF**, the LACDA and the Contractor, through their duly authorized officers, have executed this Contract as of the date first above written.

CONTRACTOR: WESTERN ECONOMICS  
SERVICES, LLC

By \_\_\_\_\_  
Robert M. Gaudin  
Operating Partner

LOS ANGELES COUNTY DEVELOPMENT  
AUTHORITY

By \_\_\_\_\_  
Emilio Salas  
Executive Director

APPROVED AS TO FORM:  
DAWYN HARRISON  
Acting County Counsel

APPROVED AS TO PROGRAM:  
ADMINISTRATIVE SERVICES DIVISION

By \_\_\_\_\_  
Behnaz Tashakorian  
Principal Deputy County Counsel

By \_\_\_\_\_  
Becky Yee Director

# **EXHIBIT A**

## **STATEMENT OF WORK**

# **STATEMENT OF WORK FOR CONSOLIDATED PLAN AND ASSESSMENT OF FAIR HOUSING CONSULTING SERVICES**

## **1.0 SCOPE OF WORK**

The Los Angeles County Development Authority (LACDA) is the County's affordable housing and community development agency. The LACDA helps strengthen neighborhoods, empower families, support local economies, and promote individual achievement. The LACDA maintains many administrative buildings and 68 housing developments that include over 3,229 residential units within the County of Los Angeles.

The LACDA is seeking a contractor to provide consolidated plan, fair housing, and other related topics consulting services to develop the 2023-2027 Consolidated Plan and the Assessment of Fair Housing Plan for the County of Los Angeles.

## **2.0 GENERAL REQUIREMENTS**

- 2.1** The Contractor shall be complete the tasks under Section 3.1 according to Attachment 1 – Consolidated Plan and Assessment of Fair Housing Consulting Services Assignment Schedule in this Statement of Work (SOW).
- 2.2** The Contractor shall conduct all required meetings, including community meetings and focus groups in-person and/or in a virtual environment as necessary to comply with current public health orders.
- 2.3** The Contractor shall not utilize any Zoom Video Communications, Inc. technology for any meetings under this Statement of Work, consistent with County of Los Angeles (County) policy.

## **3.0 SPECIFIC WORK REQUIREMENTS**

### **3.1 Consolidated Plan and Assessment of Fair Housing Consulting Services**

The Contractor shall provide consolidated plan and assessment of fair housing consulting services that includes, but not to be limited to, the following assignments:

#### **3.1.1 Task No. 1: Project Scheduling, Technical Consultation, and Support**

The Contractor shall prepare a detailed schedule of performance that will encompass all phases of the Consolidated Plan, AFH Plan, and

Action Plan development including research, citizen participation, development, and the submission and approval process. The schedule must be submitted to the LACDA and include, but not be limited to, the following project scheduling, technical consultation, and support tasks:

- A pre-development meeting to introduce staff, review the contract, establish responsibilities, and coordinate contract start-up.
- Two (2) monthly meetings with LACDA staff during the first three (3) months of the Consolidated Plan, AFH Plan, and Action Plan development to discuss, coordinate and oversee the initial stages of the project.
- One meeting per month with LACDA staff for the balance of the contract with the option of more meetings to be scheduled as needed during the Consolidated Plan, AFH Plan, and Action Plan development to coordinate and oversee the final phases of the project.
- A listing of a minimum of 12 focus groups to obtain input as described under Section 3.1.2 - Citizen Participation Focus Group Meetings below.
- A listing of eight (8) community meetings to be held at the front end of the Consolidated Plan and AFH Plan process to obtain community input and comment relative to Consolidated Plan needs, fair housing issues and contributing factors.
- Target dates for completion of all the specific work requirements described herein, based on the deadlines in Attachment 1 – Consolidated Plan and Assessment of Fair Housing Consulting Services Assignment Schedule.
- Target dates for preliminary, rough and final draft Consolidated Plan, AFH Plan, and Action Plan product submission.
- A schedule of monthly progress reports that describe work completed and work yet to be completed per the schedule of performance.
- One (1) presentation to the LACDA and/or Board of Supervisor staff to be held at the LACDA to present the key findings from the AFH Plan and Consolidated Plan, including goals and priorities.
- Projected dates for final Consolidated Plan, AFH Plan, and Action Plan document review by staff and executive management, as well as public review and comment and final Board Office review and approval. The public comment period is scheduled for April 23, 2023 – May 23, 2023. Board Office review is tentatively to



begin on April 13, 2023. The Board Agenda date, in which the LACDA receives approval for the Consolidated Plan and AFH Plan, is scheduled for May 23, 2023.

3.1.2 Task No. 2: Citizen Participation Focus Group Meetings

The Contractor shall coordinate all citizen participation focus group meetings that includes, but not be limited to, the following citizen participation focus group meeting tasks:

- Conduct two (2) sets of six (6) focus groups for a total of 12 focus groups with community leaders, representatives and advocates from a cross-section of the community including community-based organizations, service providers for the homeless and the disabled, public housing advocates, business and economic development interests, and County and other governmental departments, as required by HUD (see 24 CFR 91.100 and any other requirements prescribed by HUD or the State of California). The first set of focus groups will seek input on needs and the second set will seek input on proposed goals and actions.
- Planning and conduct each focus group.
- Recommend topics to be discussed at each focus group, based on prior consolidated plan and AFH focus group topics, current needs and issues, and other relevant sources.
- Submit a schedule for the focus group meetings, including dates, times, locations, discussion topics, and presenters, at least 30 days prior to the first scheduled meeting. The first set of focus groups must be held before the community meetings so stakeholders can assist with outreach.
  - Utilize existing County facilities for these meetings to the greatest extent possible.
  - Submit a description, including agendas, resource materials, presentations, and written materials for each focus group 15 days prior to the meeting date.
- Document the results of each focus group meeting including minutes, comment sheets, and other records; and prepare meeting summaries, conclusions, and recommendations and incorporate the information into the Consolidated Plan's needs assessment, strategic plan and in the AFH.

### 3.1.3 Task No. 3: Citizen Participation Community Meetings

The Contractor shall coordinate all citizen participation community meetings that includes, but not be limited to, the following tasks for the Citizen Participation Community Meetings:

- Plan and conduct eight (8) community meetings as follows: one (1) meeting in each of the five (5) Supervisorial District, (1) additional meeting in the 5<sup>th</sup> Supervisorial District, and two (2) meetings with the LACDA's Resident Advisory Boards.
- Submit a description, including agendas, resource materials, presentations, and written materials for each community meeting 15 days prior to the meeting date.
- Submit a schedule of six (6) community meetings, including dates, times, locations, and presenters at least 30 days prior to the first scheduled meeting. The Contractor shall utilize existing County facilities for these meetings.
- Schedule of two (2) community meetings to be held with the Resident Advisory Boards of the LACDA at least 30 days prior to the first scheduled meeting. The Contractor shall utilize existing County facilities for these meetings.
- Document the results of each meeting including meeting minutes, comment sheets, and other records; and prepare meeting summaries, conclusions, and recommendations for inclusion in the Consolidated Plan and the AFH Plan.
- Implement, upon approval by LACDA staff, additional outreach and citizen participation and consultation methods that they propose to meet Consolidated Plan and federal and state AFFH requirements.

### 3.1.4 Task No. 4: Resident Survey for Consolidated Plan and Fair Housing Needs

The Contractor shall develop a resident survey to assess the consolidated and fair housing needs. The purpose of the survey will be to assist the LACDA and the County to identify and prioritize community, economic, and housing funding to meet these needs, including fair housing, for the next five (5) years. The Contractor shall perform, but not be limited to, the following tasks the Resident Survey:

- Develop and provide a hard copy and online resident survey drafts for the LACDA review and approval by **February 1, 2022**.
- Conduct, upon approval of the LACDA, the resident survey approximately between **April 1, 2022 through October 31, 2022** and administer at the community meetings and online.

- Provide access to the survey results and incorporate the results into the various sections of the Consolidated Plan, AFH, and Action Plan. For the 2018-2023 Consolidated Plan and AFH, the LACDA collected approximately 2,000 surveys.
- Analyze the resident survey results and include the results in the Consolidated Plan's need assessment sections using tables or matrices as well as in the AFH and Action Plan. The result should be summarized for each city, Supervisorial District, and Countywide.
- Develop and include a summary of the resident survey results in the Consolidated Plan's and AFH appendix.
- Provide a copy of the survey analysis to the LACDA.

### 3.1.5 Task No. 5: Citizen Participation Plan and Summary

The Contractor shall update and revise the existing Citizen Participation Plan and Summary for the 2023-2027 Consolidated Plan (a new Citizen Participation Plan will not be required and needed by the LACDA). The Contractor shall update and revise, but not be limited to, the following tasks for the Citizen Participation Plan and Summary:

#### Citizen Participation Plan:

- Describe the opportunities for the public to be involved during the five-year Consolidated Plan cycle as required by HUD (see 24 CFR 91.105).
- Revise the current Citizen Participation Plan to meet all HUD requirements and incorporate the updated Citizen Participation Plan in the Consolidated Plan.
- Revise the Language Access Plan (LAP) which is part of the Citizen Participation Plan. This will include assessing Census data for the Los Angeles Urban County to determine which populations have the highest number of persons that are Limited English Proficient (LEP), including which populations have the most persons that do not speak English or speak English well.

#### Citizen Participation Summary:

- Cite how the public was involved in the development of the Consolidated Plan, AFH Plan, and Action Plan such as through the community meetings, focus groups, resident survey, public comment period, and public hearing.

### 3.1.6 Task No. 6: Housing and Community Development Needs Assessment

The Contractor shall prepare a housing and community development needs assessment for the Consolidate Plan which includes, but not be limited to, the following tasks;

- Prepare a Housing and Community Needs Assessment in accordance with 24 CFR 91.205, 24 CFR 91.215(e)(1), 24 CFR 91.210, and any other requirements prescribed by HUD.
- Prepare maps to illustrate low- and moderate-income areas, racially and ethnically concentrated areas of poverty from the AFH, population by race and ethnicity, unemployment population, poverty population, and other maps as requested. These maps shall include the following boundaries: the Los Angeles Urban County, unincorporated areas, Supervisorial Districts, participating cities, and non-Los Angeles Urban County areas. These maps must be incorporated into the relevant sections of the Housing and Community Development Needs Assessment.
- Identify unincorporated areas by Supervisorial District that are at least 51% low- and moderate income and include them in the Consolidated Plan as a table along with maps for each District showing the areas. This information will be used to develop the next Community Profile in 2023. The Community Profile serves as resource to guide the County's community development activities, and to prioritize the investment of Community Development Block Grant and other funds within the unincorporated areas of Los Angeles County. The current Community Profile can be found online at <https://wwwa.lacda.org/programs/community-development-block-grant/plans-and-reports/2016-community-profile>.
- Identify eligible Los Angeles Urban County Neighborhood Strategy Revitalization Areas (NRSA) based on HUD guidance and data and include them along with tables and maps in the Consolidated Plan. The LACDA will further develop the NRSAs in 2023.
- Prepare the Housing and Community Development Needs Assessment with the most recent Census data available including, but not limited to, housing price data, public housing information, and homeless need data.
- Use the HUD's Comprehensive Housing Affordability Strategy (CHAS) and other data required by HUD in completing the Housing and Community Needs Assessment. This will include populating the data into tables, including those prescribed by HUD.

- Prepare the Housing and Community Needs Assessment in a “reader friendly” format for the public. This will include using charts, tables, and matrices where necessary to convey data to ensure the relevant sections are clear and concise.
- Use HUD’s Template and Mapping Tool in the eCon Planning Suite to the greatest extent possible.

### 3.1.7 Task No. 7: AFH Plan Development

The Contractor shall prepare an AFH Plan which includes, but not be limited to, the following tasks:

- Develop the AFH Plan using the most updated Assessment Tool and Guidance issued by HUD and/or the State of California to comply with all requirements set forth in the 2015 AFFH Final Rule and any subsequent guidance provided by HUD or the State.
- Use the 2018 AI to assess past fair housing issues, contributing factors, goals, and actions to determine if they are still relevant.
- Evaluate the issues and contributing factors for potential inclusion in the AFH Plan, taking into consideration that: (a) some conditions and identified impediments may no longer be relevant; (b) others may have been partially mitigated by programs initiated by the LACDA; (c) still others may not have been adequately addressed; and (d) some may have grown to proportions of concern.
- Develop a written evaluation for LACDA consideration that indicates which fair housing issues and contributing factors from the AI are recommended for inclusion in the AFH Plan.
- Review the fair housing goals and strategies, including milestones, activities, timetable, and objectives identified in the LACDA’s 2018-2023 Consolidated Plan for the Los Angeles Urban County.
- Review the services and programs provided by the LACDA and the County to address fair housing and mitigate fair housing issues;
- Assess the performance and accomplishments achieved by these services and programs since the Consolidated Plan was established;
- Prepare a written summary assessment of the conclusions reached and what recommendations are suggested for future enhancements, if needed, to achieve the stated goals; and

- Incorporate the findings, accomplishments, and recommendations via actions to address fair housing issues identified in the AFH Plan.
- Examine relevant public policies/practices regarding zoning, health, safety, and building codes and ordinances, etc., and identify impacts, if any, of said policies and practices on the achievement of fair housing choices by using the Survey of Zoning and Planning Codes, Policies, Practices for all 48 cities as included in Attachment 4 as well as local adjacent jurisdictions.
- Assess the current Survey of Zoning and Planning Codes, Policies, Practices and update it as necessary. The survey is found in the current AI on pages 366-367 of Volume II and is available online at: <https://wwwa.lacda.org/programs/community-development-block-grant/plans-and-reports/assessment-of-fair-housing>
- Develop a hard copy and online version of the Survey of Zoning and Planning Codes, Policies, Practices.
- Assess the results of the Survey of Zoning and Planning Codes, Policies, Practices and use the results in identifying the AFH contributing factors and proposed actions.
- Provide a summary of the results of the Survey of Zoning and Planning Codes, Policies, Practices in the AFH narrative and appendix.

### 3.1.8 Task No. 8: Housing and Community Development Five-Year Strategy

The Contractor shall prepare a Housing and Community Development Five-Year Strategy (Strategy) as required by the Consolidated Plan regulations [24 CFR 91.215], which, includes, but not be limited to, the following tasks:

- Prepare the Strategy which sets priorities, objectives, outcomes, actions and benchmarks, and links strategy priorities, and outcomes to specific 2023-2024 Action Plan projects.
- Develop a format to that will link current and future one-year action plan projects to the five-year strategy. Linking projects to the strategy will facilitate the tracking of accomplishments when preparing the Consolidated Annual Performance and Evaluation Report required by HUD.
- Incorporate Performance Measurement data required by HUD when developing the format.
- Review the LACDA's Strategic Plan and other County Department strategic plans and include any relative information

from these plans that may further articulate the Institutional Structure and Coordination of the Urban County Program in implementing the priorities and objectives of the Consolidated Plan's Five-Year Strategy.

- Include the County's Fair Housing Strategy and Action Plan, as prepared by LACDA staff, in this portion of the Consolidated Plan document. The selected consultant will format the Fair Housing Strategy and Action Plan to be consistent with the Consolidated Plan.
- Use HUD's template to develop the Housing and Community Development Five-Year Strategy and enter it into HUD Integrated Disbursement and Information System (IDIS).
- Address all other requirements according to the Consolidated Plan regulations [24 CFR 91.215] or any others prescribed by HUD.

#### 3.1.9 Task No. 9: 2023-2024 One-Year Action Plan

The Contractor shall prepare a 2023-2024 One-Year Action Plan as required by 24 CFR 91.220 which includes, but not be limited to, the following tasks:

- Enter the 2023-2024 One-Year Action Plan in IDIS using HUD's HUD's Template and Mapping Tool in the eCon Planning Suite.
- Integrate the 2023-2024 One-Year Action Plan into the 2023-2028 Consolidated Plan by editing the plan and ensuring that the formats are consistent using HUD's Template.
- Provide computer-generated maps to indicate geographically, including by Supervisorial District and Countywide, how the Los Angeles Urban County will direct assistance to low-income and minority concentrated areas during fiscal year 2023-2024. These maps must be included in the 2023-2024 One-Year Action Plan.

#### 3.1.10 Task No. 10: Consolidated Plan, AFH Plan, and Action Plan Format and Presentation

The Contractor shall prepare the Consolidated Plan, AFH Plan, and One-year Action Plan which includes, but not be limited to, the following format and presentation specifications:

- Develop both the Consolidated Plan and Action Plan within HUD's Integrated Disbursement and Information System (IDIS) and outside of IDIS as a public review document. The AFH Plan will not be entered into IDIS but summaries of it will be incorporated in the Consolidated Plan and Action Plan. The AFH Plan must be developed also as a stand-alone public review

document. The public review document must be reader friendly and meet plain English standards.

- Use HUD's AFH Assessment Tool via its User Interface/Online Portal and the State of California's AFFH Data Viewer to complete and format the document, inclusive of any revisions requested by HUD.
- Include Executive Summaries in the Consolidated Plan, AFH Plan, and One-Year Action Plan that are easy to read and summarizes key information from each section of the documents.
- Develop the documents to include graphs, charts, matrices, pictures, maps, tables or graphics to clearly convey information to the public, as needed.
- Provide five (5) bound hard copies of all drafts submitted as well as a master copy of each document in Microsoft Word and in PDF with all supporting files on a flash drive.
- Provide ten (10) bound hard copies of each final document, as well as, a master copy of each document in Microsoft Word and PDF with all supporting files on a flash drive. The LACDA will have ownership of all final products.
- Enter the Consolidated Plan and Action Plan in IDIS using HUD's Consolidated Plan most recent guidance.

### **3.2 Other Consolidated Plan and AFH Consulting Services**

The Contractor shall provide other consolidated plan and assessment of fair housing consulting services related to the Consolidated Plan, Action Plan, AFH, and other similar and/or associated services on as needed by the LACDA. This includes assigning other tasks not included in section 3.1 to meet with LACDA and/or Board of Supervisor staff. This includes providing other revisions not included in Section 3.1 above to the Consolidated, Action Plan, AFH as requested by HUD or the State of California for the AFH only.

## **4.0 RESPONSIBILITIES**

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

### **LACDA**

#### **4.1 LACDA Contract Administrator**

The LACDA Contract Administrator shall prepare amendments to the Contract in accordance with Section 8.1 (Amendments) in the Contract.

#### **4.2 LACDA Assistance**

4.2.1 The LACDA shall disseminate the resident survey developed by the Contractor to public housing and Section 8 participants through



various methods of distribution including mailings. Participating agencies will also distribute the survey.

4.2.2 The LACDA shall provide a meeting space for each focus group and community meeting, provide a laptop, screen, and LCD projector as needed. If the focus groups or community meetings are held virtually, the LACDA will secure the appropriate program or a provider to broadcast the events.

4.2.3 The LACDA shall provide translators as needed.

4.2.4 The LACDA shall assist the Contractor in identifying prospective participants.

### **Contractor**

#### **4.3 Project Manager**

4.3.1 The Contractor's Project Manager shall have a minimum of five (5) years of experience in the past five (5) years, in developing consolidated plans and assessments of fair housing or closely related planning documents.

4.3.2 The Contractor's Project Manager shall act as a central point of contact with the LACDA and shall have full authority to act for the Contractor on all matters relating to the daily tasks specified in Section 3.0 – Specific Work Requirements in this Statement of Work. Project Manager shall be able to effectively communicate, in English, both orally and in writing.

4.3.3 The Contractor shall provide a telephone number where the Project Manager may be reached on a twenty-four (24) hour per day basis. The Project Manager must be available during all hours, 365 days per year.

#### **4.4 Assigned Staff**

The Contractor shall assign a sufficient number of employees to perform the required work. The Contractor's assigned staff shall have a minimum of five (5) years of experience in the past five (5) years, in developing consolidated plans and assessments of fair housing or closely related planning documents. At least one employee on site shall be authorized to act for the Contractor in every detail and must speak and understand English.

#### **4.5 Staff Identification**

4.5.1 The Contractor shall ensure their employees are appropriately identified as set forth in sub-paragraph 7.3 – Contractor's Staff Identification, of the Contract.

4.5.2 The Contractor's employees must wear visible identification when working under the Contract on LACDA property. The identification shall be a LACDA Visitor ID.

4.5.3 The Contractor's employees must sign in and out at the receptionist desk at the beginning and ending of each workday.

#### **4.6 Material and Equipment**

The Contractor is responsible for the purchase of all materials/equipment to provide the needed services. The Contractor shall use materials and equipment that are safe for the environment and safe for use by the Contractor's employee.

#### **4.7 Contractor's Office**

The Contractor shall maintain an office with a telephone in the company's name where the Contractor conducts business. At least one employee who can respond to inquiries and complaints that may be received about the Contractor's performance of the Contract shall staff the office during the hours of 8:00 a.m. to 5:00 p.m., Monday through Friday. When the office is closed, an answering service shall be provided to receive calls. **The Contractor shall answer calls received by the answering service within two (2) hours of receipt of the call.**

#### **5.0 HOURS / DAYS OF WORK**

The LACDA office hours are from 8:00 a.m. to 5:00 p.m., Monday through Friday. The LACDA offices are closed on the following Holidays:

- New Year's Day
- Martin Luther King, Jr. Day
- President's Day
- Cesar E. Chavez Day
- Memorial Day
- Juneteenth Day
- Independence Day
- Labor Day
- Indigenous Peoples' Day
- Veterans Day
- Thanksgiving Day
- Day after Thanksgiving Day
- Christmas Day

Note: Holidays that fall on a Saturday are observed on the previous Friday and holidays that fall on a Sunday are observed on the following Monday.

## **6.0 INTENTIONALLY OMITTED.**

## **7.0 QUALITY CONTROL PLAN**

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

- Method of monitoring to ensure that Contract requirements are being met;
- 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,
- The record shall be provided to the LACDA upon request.

## **8.0 QUALITY ASSURANCE PLAN**

As specified in Section 8.40 (Quality Assurance Plan) of the Contract, the LACDA will evaluate the Contractor's performance under this Contract and the Plan, specified in 7.0 of this Statement of Work, using the following quality assurance procedures:

### **8.1 Performance Requirements Summary (Attachment 2)**

The LACDA shall use a Performance Requirements Summary (PRS) chart, Attachment 2, to monitor the Contractor's work performance and efforts to remedy any and all deficiencies throughout the term of this Contract. The chart shall contain, at a minimum, the following:

- Each section of the Contract/SOW referenced and identified;
- The standard of performance (description of the work requirement)
- The method to be used to monitor work performance
- The fees/deductions to be assessed for each service that is not satisfactory

All listings of services used in the 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 the 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 the Contractor.

When the Contractor's performance does not conform to the requirements of this Contract, the LACDA will have the option to apply the following non-performance remedies:

- Require the Contractor to implement a formal corrective action plan, subject to approval by the LACDA. In the plan, the Contractor must include reasons for the unacceptable performance, specific steps to return performance to an acceptable level, and monitoring methods to prevent recurrence.
- Reduce payment to the Contractor by a computed amount based on the penalty fee(s) in the PRS.
- Reduce, suspend or cancel this Contract for systematic, deliberate misrepresentations or unacceptable levels of performance.
- Failure of the Contractor to comply with or satisfy the request(s) for improvement of performance or to perform the neglected work specified within ten (10) days shall constitute authorization for the LACDA to have the service(s) performed by others. The entire cost of such work performed by others as a consequence of the Contractor's failure to perform said service(s), as determined by the LACDA, shall be credited to the LACDA on the Contractor's future invoice.

This section does not preclude the LACDA's right to terminate the contract upon thirty (30) days written notice with or without cause, as provided for in the Contract, Paragraph 10.1 (Termination for Convenience).

## **8.2 Periodic Performance Reviews (Attachment 3)**

The LACDA will conduct periodic reviews to evaluate the Contractor's performance.

## **8.3 Contract Deficiency Notice**

The LACDA will make verbal notification to the Contractor of a Contract deficiency as soon as the deficiency is identified. The problem should be resolved within a time period mutually agreed upon by the LACDA and the Contractor.

If resolution of the deficiency does not result from the verbal notification, the LACDA will determine whether a formal Contract Deficiency Notice shall be issued. Upon receipt of this document, the Contractor is required to respond in writing to the LACDA within five (5) workdays, acknowledging the reported deficiencies or presenting contrary evidence. A plan for correction of all deficiencies identified in the Contract Discrepancy Report shall be submitted to the LACDA within ten (10) workdays.

#### **8.4 LACDA Observations**

In addition to divisional contracting staff, other LACDA 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.

#### **9.0 ADDITION/DELETION OF SERVICES**

The LACDA reserves the right to add or delete services during the term of the Contract. The Contractor's fees will be adjusted by negotiation between the LACDA and the Contractor.

## ATTACHMENT 1

### CONSOLIDATED PLAN AND AFH CONSULTING SERVICES TASK SCHEDULE

NO.	TASKS	TENTATIVE REQUIRED COMPLETION DATE
1	Project Scheduling, Technical Consultation, and Support in Section 3.1.1 in the SOW.	August 15, 2022
2	Citizen Participation Focus Group Meetings in Section 3.1.2 in the SOW.	September 30, 2022
3	Citizen Participation Community Meetings in Section 3.1.3 in the SOW.	November 30, 2022
4	Resident Survey for Consolidated Plan and Fair Housing Needs in Section 3.1.4 in the SOW.	December 30, 2023
5	Citizen Participation Plan and Summary in Section 3.1.5 in the SOW.	January 1, 2023
6	Housing and Community Development Needs Assessment in Section 3.1.6 in the SOW.	February 1, 2023
7	AFH Plan Development in Section 3.1.7 in the SOW.	February 1, 2023
8	Housing and Community Development Five-Year Strategy in Section 3.1.8 in the SOW.	March 1, 2023
9	One-Year Action Plan in Section 3.1.9 in the SOW.	March 1, 2023
10	Consolidated Plan, AFH Plan, and Action Plan Format and Presentation in Section 3.1.10 in the SOW.	March 1, 2023
11	Other Consolidated Plan and AFH Consulting Services in Section 3.2 in the SOW.	TBD

## ATTACHMENT 2

### PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART

REFERENCE/ REQUIRED SERVICE	STANDARD OF PERFORMANCE	MONITORING METHOD	DEDUCTIONS/FEEES TO BE ASSESSED
SOW Section 3.1.1 - Project Scheduling, Technical Consultation, and Support	Work products submitted, including schedule of performance and monthly progress reports and meeting attendance.	Review of work products, meeting attendance	Denial of invoice until submission of satisfactory documents; 10% deduction for failure to attend meetings; reduction of invoice by 25% every seven (7) days beyond established deadlines (unless demonstrated to be beyond Contractor's control); complete denial of invoice for each deadline exceeding 30 days.
SOW Section 3.1.2 - Citizen Participation Focus Group Meetings	Meeting deadlines for submission of strategies, conduct of meetings, and meeting documents.	Receipt of materials and conduct of meetings by the appropriate deadlines.	Denial of invoice until submission of satisfactory documents; 10% deduction for failure to attend meetings; reduction of invoice by 25% every seven (7) days beyond established deadlines (unless demonstrated to be beyond Contractor's control); complete denial of invoice for each deadline exceeding 30 days.

REFERENCE/ REQUIRED SERVICE	STANDARD OF PERFORMANCE	MONITORING METHOD	DEDUCTIONS/FEEES TO BE ASSESSED
SOW Section 3.1.3 – Citizen Participation Process Community Meetings	Work products submitted meet federal regulations and SOW requirements.	Review of Work Products	Denial of invoice until submission of satisfactory documents; 10% deduction for failure to attend meetings; reduction of invoice by 25% every seven (7) days beyond established deadlines (unless demonstrated to be beyond Contractor's control); complete denial of invoice for each deadline exceeding 30 days.
SOW Section 3.1.4 – Resident Survey for Consolidated Plan and Resident Fair Housing Needs	Work products meet SOW requirements.	Review of Work Products	Denial of invoice until submission of satisfactory documents; 10% deduction for failure to attend meetings; reduction of invoice by 25% every seven (7) days beyond established deadlines (unless demonstrated to be beyond Contractor's control); complete denial of invoice for each deadline exceeding 30 days.
SOW Section 3.1.5 - Citizen Participation Plan and Summary	Revision of CP Plan and submission of CP Plan Summary	Review of Work Products	Denial of invoice until submission of satisfactory documents; 10% deduction for failure to attend meetings; reduction of invoice by 25% every seven (7) days beyond established deadlines



REFERENCE/ REQUIRED SERVICE	STANDARD OF PERFORMANCE	MONITORING METHOD	DEDUCTIONS/FEEES TO BE ASSESSED
			(unless demonstrated to be beyond Contractor's control); complete denial of invoice for each deadline exceeding 30 days.
SOW Section 3.1.6 – Housing and Community Development Needs Assessment	Work products meet SOW requirements.	Review of Work Products	Denial of invoice until submission of satisfactory documents.
SOW Section 3.1.7 – AFH Plan Development	Develop the AFH Plan	Review of Work Product	Denial of invoice until submission of satisfactory documents.
SOW Section 3.1.8 – Housing and Community Development Five-Year Strategy	Develop the Housing and Community Development Five-Year Strategy	Review of Work Product	Denial of invoice until submission of satisfactory documents.
SOW Section 3.1.9 – The 2023-2024 One-Year Action Plan	Develop the 2023-2024 One-Year Action Plan	Review of Work Product	Denial of invoice until submission of satisfactory documents.
SOW Section 3.1.10 – Consolidated Plan, AFH Plan, and Action Plan Format and Presentation	Work products meet SOW requirements.	Review of Work Product	Denial of invoice until submission of satisfactory documents.
SOW Section 3.2 – Other Consolidated Plan and AFH Consulting Services	Work products meet SOW requirements.	Review of Work Product	Denial of invoice until submission of satisfactory documents.

# CONTRACT DISCREPANCY REPORT

# **EXHIBIT B**

## **FEE SCHEDULE**

# FEE SCHEDULE FOR CONSOLIDATED PLAN AND ASSESSMENT OF FAIR HOUSING CONSULTING SERVICES

The Contractor shall provide consolidated plan and assessment of fair housing consulting services in accordance with Appendix B, Statement of Work in Section I - Consolidated Plan and Assessment of Fair Housing Consulting Services and shall be paid in accordance with this Fee Schedule. Should the LACDA require additional services not included in Section 1, the Contractor shall provide a proposal for the work to be performed at the hourly rate stated in Section 2 - Other Consolidated Plan and Assessment of Fair Housing Consulting Services. All proposals require prior written approval by the LACDA before the commencement of any work. Failure of the Contractor to obtain prior written approval from the LACDA for a proposal shall be grounds for no payment to the Contractor.

The Contractor shall be reimbursed for travel expenses in accordance with the limits stated in Exhibit H, LACDA Travel Policy.

SECTION 1 CONSOLIDATED PLAN AND ASSESSMENT OF FAIR HOUSING CONSULTING SERVICES		
No.	Tasks	Cost
1	Project Scheduling, Technical Consultation, and Support in Section 3.1.1 in the SOW.	\$7,610.00
2	Citizen Participation Focus Group Meetings in Section 3.1.2 in the SOW.	\$31,935.00
3	Citizen Participation Community Meetings in Section 3.1.3 in the SOW.	\$8,090.00
4	Resident Survey for Consolidated Plan and Fair Housing Needs in Section 3.1.4 in the SOW.	\$14,570.00
5	Citizen Participation Plan and Summary in Section 3.1.5 in the SOW.	\$8,390.00
6	Housing and Community Development Needs Assessment in Section 3.1.6 in the SOW.	\$35,575.00
7	AFH Plan Development in Section 3.1.7 in the SOW.	\$97,505.00
8	Housing and Community Development Five-Year Strategy in Section 3.1.8 in the SOW.	\$16,940.00
9	One-Year Action Plan in Section 3.1.9 in the SOW.	\$5,940.00
10	Consolidated Plan, AFH Plan, and Action Plan Format and Presentation in Section 3.1.10 in the SOW.	\$15,260.00

TOTAL COST FOR TASK NOS. 1-10	\$241,815.00
TRAVEL EXPENSES AND OTHER CONSOLIDATED PLAN AND ASSESSMENT OF FAIR HOUSING CONSULTING SERVICES	\$28,185.00
TOTAL CONTRACT AMOUNT	\$270,000.00

SECTION II OTHER CONSOLIDATED PLAN AND ASSESSMENT OF FAIR HOUSING CONSULTING SERVICES		
Item No.	Description of Responsibilities <sup>1</sup>	Hourly Rate <sup>1</sup>
1.	<u>Principal</u> : Expertise on all aspects of consolidated plan development, the U.S. Department of Housing and Urban Development's (HUD) consolidated plan regulations and presenting consolidated plans to governmental and non-governmental organizations.	\$200.00
2.	<u>Associate</u> : Concentration of knowledge with related components of consolidated plan practices and related HUD regulations.	\$150.00
3.	Assistant Analyst: <b>[PLEASE ADD DUTIES]</b>	\$120.00

<sup>1</sup> The "Hour Rate" shall be based on the description of the duties and not the title

# **EXHIBIT C**

## **LACDA'S ADMINISTRATION**

## LACDA'S ADMINISTRATION

**SERVICES:** Consolidated Plan and Assessment of Fair Housing Consulting Services

### LACDA PROJECT DIRECTOR:

Name: Linda Jenkins  
Title: Director  
Address: 700 W. Main Street  
Alhambra, CA 91801  
Telephone: (626) 586-1765 Facsimile: (626) 943-3838  
E-Mail Address: [linda.jenkins@lacda.org](mailto:linda.jenkins@lacda.org)

### LACDA PROJECT MANAGERS:

Name: Hermelinda Rendon  
Title: Supervisor  
Address: 700 W. Main Street  
Alhambra, CA 91801  
Telephone: (626) 586-1750 Facsimile: (626) 943-3838  
E-Mail Address: [hermelinda.redon@lacda.org](mailto:hermelinda.redon@lacda.org)

Name: Rita Reyes-Acosta  
Title: Development Specialist  
Address: 700 W. Main Street  
Alhambra, CA 91801  
Telephone: (626) 586-1821 Facsimile: (626) 943-3838  
E-Mail Address: [rita.reyes-acosta@lacda.org](mailto:rita.reyes-acosta@lacda.org)

### LACDA CONTRACT ADMINISTRATOR:

Name: Humberto Barboza Jr.  
Title: Senior Procurement Analyst  
Address: 700 W. Main Street  
Alhambra, CA 91801  
Telephone: (626) 586-1684 Facsimile: (626) 943-3808  
E-Mail Address: [Humberto.Barboza@lacda.org](mailto:Humberto.Barboza@lacda.org)

# **EXHIBIT D**

## **CONTRACTOR'S ADMINISTRATION**



## CONTRACTOR'S ADMINISTRATION

**CONTRACTOR'S NAME:** Western Economic Services, LLC

**SERVICES:** CONSOLIDATED PLAN AND ASSESSMENT OF FAIR HOUSING CONSULTING SERVICES RFP NO. LACDA21-052

### CONTRACTOR'S PROJECT MANAGER

Name: Megan Brace  
Title: Director  
Address: 10833 Partridge Dr, Waynesboro, PA 17268  
Telephone: 971-337-5579 Facsimile: 503-239-0236  
E-Mail Address: mbrace@westernes.com

### CONTRACTOR'S AUTHORIZED OFFICIAL(S)

Name: Robert Gaudin  
Title: Operating Partner  
Address: 212 SE 18th Avenue, Portland, OR 97214  
Telephone: 503-239-9091 Facsimile: 503-239-0236  
E-Mail Address: rgaudin@westernes.com

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone: \_\_\_\_\_ Facsimile: \_\_\_\_\_  
E-Mail Address: \_\_\_\_\_

### Notices to Contractor shall be sent to the following:

Name: Robert Gaudin  
Title: Operating Partner  
Address: 212 SE 18th Avenue, Portland, OR 97214  
Telephone: 503-239-9091 Facsimile: 503-239-0236  
E-Mail Address: rgaudin@westernes.com

**EXHIBIT E**

**REQUIRED CONTRACT FORMS**

**AND CERTIFICATIONS**

**RFQ/IFB/RFP/RFSQ**  
**CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM**  
**APPLICATION FOR EXEMPTION AND CERTIFICATION FORM**

The Los Angeles County Development Authority's (LACDA) solicitation for this contract/purchase order/Invitation for Bid/Request for Proposal or Request for Statement of Qualifications is subject to the LACDA's Contractor Employee Jury Service Program (Program). All bidders or proposers, whether a contractor or subcontractor, must complete this form to either 1) request an exemption from the Program requirements or 2) certify compliance. Upon review of the submitted form, the LACDA will determine, in its sole discretion, whether the bidder or proposer is exempted from the Program.

<b>Company Name:</b> Western Economic Services, LLC		
<b>Company Address:</b> 212 SE 18th Avenue		
<b>City:</b> Portland	<b>State:</b> Oregon	<b>Zip Code:</b> 97214
<b>Telephone Number:</b> 503-239-9091		
<b>Solicitation For (Type of Goods or Services):</b> CONSOLIDATED PLAN AND ASSESSMENT OF FAIR HOUSING CONSULTING SERVICES RFP NO. LACDA21-052		

***If you believe the Jury Service Program does not apply to your business, check the appropriate box in Part I (attach documentation to support your claim); or, complete Part II to certify compliance with the Program. Whether you complete Part I or Part II, please sign and date this form below.***

**Part I: Jury Service Program Is Not Applicable to My Business**

- ☐ My business does not meet the definition of "contractor," as defined in the Program as it has not received an aggregate sum of \$50,000 or more in any 12-month period under one or more LACDA contracts or subcontracts (this exemption is not available if the contract/purchase order itself exceeds \$50,000). I understand that the exemption will be lost and I must comply with the Program if my revenues from the LACDA will exceed an aggregate sum of \$50,000 in any 12-month period.
- ☐ My business is a small business as defined in the Program. It 1) has ten or fewer employees; and, 2) has annual gross revenues in the preceding twelve months which, if added to the annual amount of this contract, is . \$500,000 or less; and, 3) is not an affiliate or subsidiary of a business dominant in its field of operation, as defined below. I understand that the exemption will be lost and I must comply with the Program if the number of employees in my business and my gross annual revenues exceed the above limits.

**"Dominant in its field of operation"** means having more than ten employees, including full-time and part-time 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.


- ☐ My business is subject to a Collective Bargaining Agreement (attach agreement) that expressly provides that it supersedes all provisions of the Program.

**OR**

**Part II - Certification of Compliance**

- ☒ My business has and adheres to a written policy that provides, on an annual basis, no less than five days of regular pay for actual jury service for full-time employees of the business who are also California residents, **or** my company will have and adhere to such a policy prior to award of the contract.

***I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.***

<b>Print Name:</b> Robert Gaudin	<b>Title:</b> Operating Partner
<b>Signature:</b> 	<b>Date:</b> 12/13/2021

**COMPLIANCE WITH FAIR CHANCE EMPLOYMENT  
HIRING PRACTICES CERTIFICATION**


Company Name: Western Economic Services, LLC		
Company Address: 212 SE 18th Avenue		
City: Portland	State: Oregon	Zip Code: 97214
Telephone Number: 503-239-9091	Email address: rgaudin@westernes.com	
Solicitation/Contract for <small>CONSOLIDATED PLAN AND ASSESSMENT OF FAIR HOUSING CONSULTING</small> Services		

**BIDDER/PROPOSER (CONTRACTOR) CERTIFICATION**

The Los Angeles County Board of Supervisors approved a Fair Chance Employment Policy in an effort to remove job barriers for individuals with criminal records. The policy requires businesses that contract with the County to comply with fair chance employment hiring practices set forth in California Government Code Section 12952, Employment Discrimination: Conviction History (California Government Code Section 12952), effective January 1, 2018.

Bidder/Proposer (Contractor) acknowledges and certifies compliance with fair chance employment hiring practices set forth in California Government Code Section 12952 and agrees that Bidder/Proposer (Contractor) and staff performing work under the Contract will be in compliance. Bidder/Proposer (Contractor) further acknowledges that noncompliance with fair chance employment practices set forth in California Government Code Section 12952 may result in rejection of any quote/bid/proposal, or termination of any resultant Contract, at the sole judgment of the Los Angeles County Development Authority (LACDA).

**I declare under penalty of perjury under the laws of the State of California that the information herein is true and correct and that I am authorized to represent this company.**

Print Name: Robert Gaudin	Title: Operating Partner
Signature: 	Date: 12/13/2021

## DEFAULTED PROPERTY TAX REDUCTION PROGRAM CERTIFICATION OF COMPLIANCE

Company Name: Western Economic Services, LLC		
Company Address: 212 SE 18th Avenue		
City: Portland	State: Oregon	Zip Code: 97214
Telephone Number: 503-239-9091	Email address: rgaudin@westernes.com	
Solicitation/Contract For <u>CONSOLIDATED PLAN AND ASSESSMENT OF FAIR HOUSING CONSULTING</u> Services:		

The Proposer/Bidder/Contractor certifies that:

- ☒ It is familiar with the terms of the County's Defaulted Property Tax Reduction Program, Los Angeles County Code Chapter 2.206; **AND**


To the best of its knowledge, after a reasonable inquiry, the Proposer/Bidder/Contractor is not in default, as that term is defined in Los Angeles County Code Section 2.206.020.E, on any Los Angeles County property tax obligation; **AND**

The Proposer/Bidder/Contractor agrees to comply with the County's Defaulted Property Tax Reduction Program during the term of any awarded contract.

- OR -

- ☐ I am exempt from the County of Los Angeles Defaulted Property Tax Reduction Program, pursuant to Los Angeles County Code Section 2.206.060. The following exemption applies to my contract:
- ☐ Mandated by federal or state law or a condition of federal or state program;
  - ☐ The purchase is made through a state or federal contract;
  - ☐ The purchase is made for equipment or supplies for, or by the National Association of Counties, U.S. Communities Government Purchasing Alliance, or other similar related group purchasing organization;
  - ☐ Sole source provider with exclusive and proprietary rights to services or goods;
  - ☐ Emergency services provider for services or goods;
  - ☐ Provide mission critical goods and/or services and is determined to be exempt by the Board of Commissioners;
  - ☐ Required to comply with the laws of the United States or California, which are inconsistent with this program.

*I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.*

Print Name: Robert Gaudin	Title: Operating Partner
Signature: 	Date: 12/13/2021

## EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

Western Economic Services, LLC

Vendor's Name

212 SE 18th Avenue, Portland, OR 97214

Address

93-0985241

Internal Revenue Service Employer Identification Number

### GENERAL

The Contractor 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, the State of California, and all local ordinances. The Contractor further certifies that all subcontractors, suppliers, vendors and distributors with whom the Contractor has a contractual relationship are also in compliance with all applicable federal, state and local anti-discriminatory laws.

### VENDOR'S CERTIFICATION

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

Authorized Official:

Name: Robert Gaudin

Title: Operating Partner

Signature:



Date: 12/13/2021

**FEDERAL LOBBYIST REQUIREMENTS  
CERTIFICATION**

Name of Firm: Western Economic Services, LLC Date: 12/13/2021

Address: 212 SE 18th Avenue, Portland

State: Oregon Zip Code: 97214 Phone No. : 503-239-9091

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Acting on behalf of the above named firm, as its Authorized Official, I make the following Certification to the Department of Housing and Urban Development (HUD) and the Los Angeles County Development Authority:

- 1) No Federal appropriated funds have been paid, by or on behalf of the above named firm to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of and Federal grant, loan or cooperative agreement, and any extension, continuation, renewal, amendment, or modification thereof, and;
- 2) If any funds other than Federal appropriated funds have paid or will be paid to any person for influencing or attempting to influence an officer or employee or any agency, a Member of Congress an officer or employee of Congress or an employee of a Member of Congress in connection with this Federal contract, grant loan, or cooperative agreement, the above named firm shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions, and;
- 3) The above name firm shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreement) and that all sub-recipients shall certify and disclose accordingly.

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This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into the transaction imposed by Section 1352 Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Authorized Official:

Name: Robert Gaudin Title: Operating Partner

Signature:  Date: 12/13/2021

## ZERO TOLERANCE HUMAN TRAFFICKING POLICY CERTIFICATION

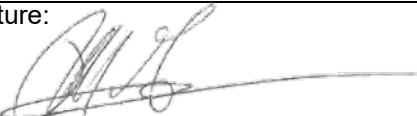
Company Name: Western Economic Services, LLC		
Company Address: 212 SE 18th Avenue		
City: Portland	State: Oregon	Zip Code: 97214
Telephone Number: 503-239-9091	Email address: rgaudin@westernes.com	
Solicitation Name: CONSOLIDATED PLAN AND ASSESSMENT OF FAIR HOUSING CONSULTING SERVICES RFP NO. LACDA21-052		

### BIDDER/PROPOSER CERTIFICATION

The Los Angeles County Development Authority (LACDA) has taken significant steps to protect victims of human trafficking by establishing a zero tolerance human trafficking policy that prohibits contractors found to have engaged in human trafficking from receiving contract awards or performing services under a County contract.

The Bidder/Proposer acknowledges and certifies compliance with Section 54. (Compliance with County's Zero Tolerance Human Trafficking Policy) of the proposed Contract and agrees that bidder/proposer or a member of his staff performing work under the proposed Contract will be in compliance. The Bidder/Proposer further acknowledges that noncompliance with the County's Zero Tolerance Human Trafficking Policy may result in rejection of any bid/proposal, or cancellation of any resultant Contract, at the sole judgment of the LACDA.

**I declare under penalty of perjury the laws of the State of California that the information herein is true and correct and that I am authorized to represent this company.**

Print Name: Robert Gaudin	Title: Operating Partner
Signature: 	Date: 12/13/2021



# **EXHIBIT F**

## **REQUIRED CONTRACT PROVISION**

# **CONTRACTOR EMPLOYEE JURY SERVICE**

## **LOS ANGELES COUNTY CODE CHAPTER 2.203**

### **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.
- 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)

### **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)

## **Chapter 2.206      DEFAULTED PROPERTY TAX REDUCTION PROGRAM**

- 2.206.010 Findings and declarations.
- 2.206.020 Definitions.
- 2.206.030 Applicability.
- 2.206.040 Required solicitation and contract language.
- 2.206.050 Administration and compliance certification.
- 2.206.060 Exclusions/Exemptions.
- 2.206.070 Enforcement and remedies.
- 2.206.080 Severability.

### **2.206.010 Findings and declarations.**

The Board of Supervisors finds that significant revenues are lost each year as a result of taxpayers who fail to pay their tax obligations on time. The delinquencies impose an economic burden upon the County and its taxpayers. Therefore, the Board of Supervisors establishes the goal of ensuring that individuals and businesses that benefit financially from contracts with the County fulfill their property tax obligation. (Ord. No. 2009-0026 § 1 (part), 2009.)

### **2.206.020 Definitions.**

The following definitions shall be applicable to this chapter:

- A. "Contractor" shall mean any person, firm, corporation, partnership, or combination thereof, which submits a bid or proposal or enters into a contract or agreement with the County.
- B. "County" shall mean the county of Los Angeles or any public entities for which the Board of Supervisors is the governing body.
- C. "County Property Taxes" shall mean any property tax obligation on the County's secured or unsecured roll; except for tax obligations on the secured roll with respect to property held by a Contractor in a trust or fiduciary capacity or otherwise not beneficially owned by the Contractor.
- D. "Department" shall mean the County department, entity, or organization responsible for the solicitation and/or administration of the contract.
- E. "Default" shall mean any property tax obligation on the secured roll that has been deemed defaulted by operation of law pursuant to California Revenue and Taxation Code section 3436; or any property tax obligation on the unsecured roll that remains unpaid on the applicable delinquency date pursuant to California Revenue and Taxation Code section 2922; except for any property tax obligation dispute pending before the Assessment Appeals Board.
- F. "Solicitation" shall mean the County's process to obtain bids or proposals for goods and services.
- G. "Treasurer-Tax Collector" shall mean the Treasurer and Tax Collector of the County of Los Angeles. (Ord. No. 2009-0026 § 1 (part), 2009.)

### **2.206.030 Applicability.**

This chapter shall apply to all solicitations issued 60 days after the effective date of the ordinance codified in this chapter. This chapter shall also apply to all new, renewed, extended, and/or amended contracts entered into 60 days after the effective date of the ordinance codified in this chapter. (Ord. No. 2009-0026 § 1 (part), 2009.)

### **2.206.040 Required solicitation and contract language.**

All solicitations and all new, renewed, extended, and/or amended contracts shall contain language which:

- A. Requires any Contractor to keep County Property Taxes out of Default status at all times during the term of an awarded contract;
- B. Provides that the failure of the Contractor to comply with the provisions in this chapter may prevent the Contractor from being awarded a new contract; and
- C. Provides that the failure of the Contractor to comply with the provisions in this chapter may constitute a material breach of an existing contract, and failure to cure the breach within 10 days of notice by the County by paying the outstanding County Property Tax or making payments in a manner agreed to and approved by the Treasurer-Tax Collector, may subject the contract to suspension and/or termination. (Ord. No. 2009-0026 § 1 (part), 2009.)

### **2.206.050 Administration and compliance certification.**

- A. The Treasurer-Tax Collector shall be responsible for the administration of this chapter. The Treasurer-Tax Collector shall, with the assistance of the Chief Executive Officer, Director of Internal Services, and County Counsel, issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other departments.
- B. Contractor shall be required to certify, at the time of submitting any bid or proposal to the County, or entering into any new contract, or renewal, extension or amendment of an existing contract with the County, that it is in compliance with this chapter is not in Default on any County Property Taxes or is current in payments due under any approved payment arrangement. (Ord. No. 2009-0026 § 1 (part), 2009.)

### **2.206.060 Exclusions/Exemptions.**

- A. This chapter shall not apply to the following contracts:
  - 1. Chief Executive Office delegated authority agreements under \$50,000;
  - 2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor;
  - 3. A purchase made through a state or federal contract;
  - 4. A contract where state or federal monies are used to fund service related programs, including but not limited to voucher programs, foster care, or other social programs that provide immediate direct assistance;
  - 5. Purchase orders under a master agreement, where the Contractor was certified at the time the master agreement was entered into and at any subsequent renewal, extension and/or amendment to the master agreement.
  - 6. Purchase orders issued by Internal Services Department under \$100,000 that is not the result of a competitive bidding process.
  - 7. Program agreements that utilize Board of Supervisors' discretionary funds;
  - 8. National contracts established for the purchase of equipment and supplies for and by the National Association of Counties, U.S. Communities Government Purchasing Alliance, or any similar related group purchasing organization;
  - 9. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to

- the Los Angeles Purchasing Policy and Procedures Manual, section P-3700 or a successor provision;
10. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, section 4.6.0 or a successor provision;
  11. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section P-2810 or a successor provision;
  12. A non-agreement purchase worth 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
  13. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual section P-0900 or a successor provision;
  14. Other contracts for mission critical goods and/or services where the Board of Supervisors determines that an exemption is justified.
- B. Other laws. This chapter shall not be interpreted or applied to any Contractor in a manner inconsistent with the laws of the United States or California. (Ord. No. 2009-0026 § 1 (part), 2009.)

#### **2.206.070 Enforcement and remedies.**

- A. The information furnished by each Contractor certifying that it is in compliance with this chapter shall be under penalty of perjury.
- B. No Contractor shall willfully and knowingly make a false statement certifying compliance with this chapter for the purpose of obtaining or retaining a County contract.
- C. For 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; and/or,
  3. Recommend to the Board of Supervisors that an exemption is justified pursuant to Section 2.206.060.A.14 of this chapter or payment deferral as provided pursuant to the California Revenue and Taxation Code. (Ord. No. 2009-0026 § 1 (part), 2009.)

#### **2.206.080 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. No. 2009-0026 § 1 (part), 2009.)





# Department of the Treasury Internal Revenue Service

## Notice 1015

(Rev. December 2021)

### Have You Told Your Employees About the Earned Income Credit (EIC)?

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#### What Is the EIC?

The EIC is a refundable tax credit for certain workers.

#### Which Employees Must I Notify About the EIC?

You must notify each employee who worked for you at any time during the year and from whose wages you did not withhold income tax.

However, you do not have to notify any employee who claimed exemption from withholding on Form W-4, Employee's Withholding Certificate.

**Note:** You are encouraged to notify each employee whose wages for 2021 are less than \$57,414 that he or she may be eligible for the EIC.

#### How and When Must I Notify My Employees?

You must give the employee one of the following.

- The IRS Form W-2, Wage and Tax Statement, which has the required information about the EIC on the back of Copy B.
- A substitute Form W-2 with the same EIC information on the back of the employee's copy that is on Copy B of the IRS Form W-2.
- Notice 797, Possible Federal Tax Refund Due to the Earned Income Credit (EIC).
- Your written statement with the same wording as Notice 797.

If you give an employee a Form W-2 on time, no further notice is necessary if the Form W-2 has the required information about the EIC on the back of the employee's copy. If you give an employee a substitute Form W-2, but it does not have the required information, you

must notify the employee within 1 week of the date the substitute Form W-2 is given. If Form W-2 is required but is not given on time, you must give the employee Notice 797 or your written statement by the date Form W-2 is required to be given. If Form W-2 is not required, you must notify the employee by February 7, 2022.

You must hand the notice directly to the employee or send it by first-class mail to the employee's last known address. You will not meet the notification requirements by posting Notice 797 on an employee bulletin board or sending it through office mail. However, you may want to post the notice to help inform all employees of the EIC. You can download copies of the notice at [www.irs.gov/FormsPubs](http://www.irs.gov/FormsPubs). Or you can go to [www.irs.gov/OrderForms](http://www.irs.gov/OrderForms) to order it.

#### How Will My Employees Know if They Can Claim the EIC?

The basic requirements are covered in Notice 797. For more detailed information, the employee needs to see Pub. 596, Earned Income Credit (EIC), or the Instructions for Forms 1040 and 1040-SR.

#### How Do My Employees Claim the EIC?

An eligible employee claims the EIC on his or her 2021 tax return. Even an employee who has no tax withheld from wages and owes no tax may claim the EIC and ask for a refund, but he or she must file a tax return to do so. For example, if an employee has no tax withheld in 2021 and owes no tax but is eligible for a credit of \$800, he or she must file a 2021 tax return to get the \$800 refund.

# *Safely* Surrendered



No shame. No blame. No names.

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

[www.babysafe1a.org](http://www.babysafe1a.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.

## 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](http://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 Angeles. 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 brazalete y el padre/madre o el adulto que lo entregue recibirá un brazalete 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 Angeles 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 brazalete 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.



# **EXHIBIT G**

## **REQUIRED FORMS AT THE TIME OF CONTRACT EXECUTION**

# LOS ANGELES COUNTY DEVELOPMENT AUTHORITY

## CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

### GENERAL INFORMATION:

The Contractor referenced below has entered into a contract with the Los Angeles County Development Authority (LACDA) to provide certain services to the LACDA. The LACDA requires the Corporation to sign this Contractor Acknowledgement and Confidentiality Agreement.

### CONTRACTOR ACKNOWLEDGEMENT:

The 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 the Contractor's sole responsibility. The Contractor understands and agrees that the Contractor's Staff must rely exclusively upon the Contractor for payment of salary and any and all other benefits payable by virtue of the Contractor's Staff's performance of work under the referenced contract.

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

### CONFIDENTIALITY AGREEMENT:

The Contractor and the Contractor's Staff may be involved with work pertaining to services provided by the LACDA and, if so, the Contractor and the Contractor's Staff may have access to confidential data and information pertaining to persons and/or entities receiving services from the LACDA. In addition, the Contractor and the Contractor's Staff may also have access to proprietary information supplied by other vendors doing business with the LACDA. The LACDA 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. The Contractor and the Contractor's Staff understand that if they are involved in LACDA work, the LACDA must ensure that the Contractor and the Contractor's Staff, will protect the confidentiality of such data and information. Consequently, the Contractor must sign this Confidentiality Agreement as a condition of work to be provided by the Contractor's Staff for the LACDA.

The Contractor and the 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 the Contractor and the LACDA. The Contractor and the Contractor's Staff agree to forward all requests for the release of any data or information received to LACDA's Project Manager.

The Contractor and the 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 LACDA, design concepts, algorithms, programs, formats, documentation, the Contractor proprietary information and all other original materials produced, created, or provided to the Contractor and the Contractor's Staff under the above-referenced contract. The Contractor and the Contractor's Staff agree to protect these confidential materials against disclosure to other than the Contractor or LACDA employees who have a need to know the information. The Contractor and the Contractor's Staff agree that if proprietary information supplied by other LACDA vendors is provided to me during this employment, the Contractor and the Contractor's Staff shall keep such information confidential.

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

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

\_\_\_\_\_  
Contractor Name

\_\_\_\_\_  
Type of Service (Contract)

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Position

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

# **EXHIBIT H**

## **LACDA TRAVEL POLICY**





# ADMINISTRATIVE POLICIES AND PROCEDURES

Approved by:

Bobbette A. Glover for  
Executive Director

11/29/10  
Date

( ) Original
( ) Complete Revision
(x) Partial Revision

---

## 6.4.0 Administrative Travel

### 6.4.1 PURPOSE

This policy provides minimum guidelines and procedures for people who travel on Commission business. Divisions may impose greater controls than required by this policy.

The Financial Management Division is responsible for periodically reviewing this policy and implementing changes approved by the Executive Director. The Executive Director, at his sole discretion, may approve exceptions to this policy.

This policy includes all related policies of the Commission, including Fleet Vehicle Management and Driving on Commission Business, which is available on the Intranet.

### 6.4.2 DEFINITIONS

**Administrative Travel** is approved travel that is necessary to carry out Commission business. It may include limited local travel or more extensive trips to attend professional meetings, conferences and similar functions.

**Authorized Persons** include the Executive Director, Assistant Executive Director, Division Directors, Assistant Directors, Managers and others authorized to approve staff travel, such as supervisors.

**Lowest Logical Cost** is the most economical cost that does not result in significant inconvenience or hardship for the traveler, such as the lowest airfare available that does not cause multiple layovers or long delays.

### 6.4.3 OBTAINING PERMISSION TO TRAVEL

Travelers should submit travel requests in writing to the Authorized Person with enough time to make the necessary arrangements. The request must clearly state the purpose, itinerary, estimated costs and other pertinent information. Sufficient funds must be available in the respective Division's budget to pay for the trip.

Pre-approval is required for all overnight travel. Pre-approval is not required when day travel is conducted outside the County of Los Angeles during the course of normal business.

Trips involving legislation and some agency-wide matters may require advance coordination with the Intergovernmental Relations (IGR) Manager. Staff should consult with the IGR Manager, as appropriate.

#### **6.4.4 TRAVELING TO WASHINGTON, D.C. AND SACRAMENTO**

Trips to Washington, D.C. and Sacramento must be approved in advance by the Executive Director. If the trip involves advocacy, the IGR Manager must be notified in advance to ensure proper coordination internally and with the Chief Executive Office (CEO).

#### **6.4.5 COMPLETING THE AUTHORIZATION/ADVANCE REQUEST (FORM 420)**

The Board of Supervisors sets travel expense reimbursement rates annually. The current rates are available from the Financial Management Division.

*Form 420* is used to request approval of all estimated travel costs and travel advances before a trip. A sample form is provided as Attachment A. It is also available on the Intranet by going to CDC Intranet>Forms and Publications>Forms>Miscellaneous.

The traveler completes *Form 420* and retains a copy. The original is submitted for signature approval, in the following order: Division Budget Analyst; Division Director; Financial Management; and the Executive Director.

If a travel advance is needed, the *Check Request/Travel Advance* portion of the form is completed. Checks requested by Tuesday at 5:00 p.m. will be ready by 2:00 p.m. the following Friday. Same day checks are issued only if requested on *Form 420* and approved by the Executive Director. Any special handling requests should be noted on *Form 420*.

When the Internet is used to buy airfare, hotels and other services, three Internet printouts must be attached to *Form 420* to support the *Lowest Logical Cost*.

NOTE: Travel advances issued by the Commission are considered “personal advances to the traveler” until a *Travel Expense Report (Form 430)* is approved by Financial Management and the Executive Director.

#### **6.4.6 COMPLETING THE TRAVEL EXPENSE REPORT (FORM 430)**

*Form 430* is used to itemize completed travel expenses and calculate amounts due to the traveler or owed to the Commission following a trip. A sample form is

provided as Attachment B. It is also available on the Intranet by going to CDC Intranet>Forms and Publications>Forms>Miscellaneous.

The traveler completes *Form 430* and retains a copy. The original is submitted for signature approval, in the following order: Division Director, Financial Management and Executive Director.

The Financial Management Division must receive *Form 430*, receipts and any other required documentation within **10 business days** after the last day of travel.

#### 6.4.7 TRAVEL RECORDS AND DOCUMENTATION

Divisions must keep travel records for each trip, which include *Form 420* and *Form 430* and all supporting documents. Division records must be maintained so that an audit trail can be easily established and kept for **two** years after the end of the fiscal year to which the records relate.

Financial Management Division records must be kept for **four** years after the end of the fiscal year to which the records relate.

#### 6.4.8 DOMESTIC AND INTERNATIONAL AIR TRAVEL

Both domestic and international travel must be approved in advance by the Executive Director. International travel includes all destinations outside the Continental United States, including Hawaii and Alaska.

Airline reservations should be made as early as possible to take advantage of purchase discounts and to meet the *Lowest Logical Cost* standard. Costs are billed directly to the originating Division.

Travelers may buy their own airline tickets and pay with cash or credit card. To be reimbursed for airfare and any extra baggage charges, *Form 430* must be submitted with original receipts showing the date, traveler's name, cost, destination and departure and arrival times. A copy of an e-mail confirmation is acceptable, if it includes this information.

##### A. LOWEST LOGICAL AIRFARE COST

When cost savings for airfare is \$75 or more, travelers should review the following guidelines to ensure the *Lowest Logical Cost* standard is met, before booking the flight:

- a. routing requires **no** more than one additional interim stop or change of planes each way;
- b. routing does **not** increase the one-way total elapsed trip time (origin to destination) by more than **one** hour;

- c. departure and arrival times are no more than **two** hours before or after the requested time.

The following should also be considered when seeking the lowest rate: special negotiated fares; non-refundable fares; penalty fares; Saturday night stay-overs; advance purchase fares; connecting and non-stop flights; off-peak flights; alternate airports; promotional/bulk fares; lower cost carriers; and Internet specials.

### **C. COACH CLASS**

All domestic air travel must be by coach class and meet the *Lowest Logical Cost* standard. First class passage may be booked when approved by the Executive Director.

### **D. UPGRADES**

Upgrades are allowed at the traveler's expense or at the Commission's expense if the cost of the ticket does not exceed the *Lowest Logical Cost* standard. Elective upgrades that exceed the *Lowest Logical Cost* standard are usually not charged to the Commission's credit card. However, if this is unavoidable the traveler must reimburse the Commission on return.

### **E. PREFERRED AIRLINES**

If the Commission has negotiated special rates with specific carriers, travelers must use these preferred carriers whenever possible.

### **F. AIRLINE FREQUENT FLYER PROGRAMS**

Employees may keep frequent flyer benefits received from flying on Commission business. However, participation in these programs must not influence flight selection that would result in incremental cost to the Commission beyond the lowest available airfare, as defined in this policy.

### **G. PREPAID TICKETS**

Prepaid tickets are used primarily when the purchaser and the traveler are in different locations and travel arrangements must be made. This allows the ticket to be bought at a location such as a Commission office, and picked up by the traveler at a different location without having to pay.

Prepaid ticketing is discouraged because airlines usually charge a fee for this service. The cost of prepaid tickets and fees are billed directly to the originating Division.

NOTE: Travelers must present photo identification at the airline counter when picking up prepaid tickets.

#### **H. DENIED BOARDING COMPENSATION**

Airlines occasionally offer free tickets or cash allowances to compensate travelers for delays and inconveniences because of overbooking, flight cancellations and last minute changes.

Travelers may volunteer for *denied boarding compensation* when there is no interruption or loss of Commission business, or when efficiency or other needs outweigh added costs, such as extra lodging and meals.

#### **I. OVERNIGHT DELAYS**

If an airline delay creates the need for an overnight stay, the traveler must try to secure complimentary lodging from the airline. If unsuccessful, the traveler may pay with a Commission credit card or personal credit card and request reimbursement at the end of the trip.

#### **J. CANCELLATIONS/UNUSED TICKETS**

If a flight is canceled or if a ticket is not used for any reason, the traveler must immediately return the unused ticket to the person in the Division assigned to make travel arrangements. The airline policy must be checked before discarding or destroying any unused airline tickets or flight coupons, because they may have cash value.

If a ticket is refundable, a refund of the highest possible amount should be requested. If the ticket is non-refundable, the unused ticket should be kept for a minimum of one year. Some airlines honor unused tickets beyond one year, so it is important to check with the airline before destroying any unused ticket. If the same person travels again, the airline should be notified and an attempt made to use the unused ticket.

For tracking purposes, travelers will notify Division management before canceling tickets bought over the Internet.

#### **K. LOST OR STOLEN TICKETS**

Travelers are responsible for the safekeeping of airline tickets and for reimbursing the Commission for the value of lost or stolen tickets, unless the traveler is not at fault. Issuance of a replacement ticket may result in a fee and a higher airfare charge. Travelers may have to pay replacement costs during the trip.

The traveler should report the loss to the issuing travel agency or airline ticket counter staff. The traveler must also file a lost ticket claim with the airline as soon as possible and keep a copy of the paperwork to submit with *Form 430* following the trip.

#### **L. USE OF PRIVATE AIRCRAFT**

If an employee wishes to fly a private aircraft for Commission business, the following is required: approval by the Executive Director; possession of a current valid Federal Aviation Administration pilot's license; and proof of \$100,000/\$300,000/100,000 liability insurance naming the Commission and Housing Authority as co-insured.

#### **M. TRAIN TRAVEL**

Train travel may not exceed the cost of coach airfare for the same destination. The Commission only pays for coach class.

Travelers may request reimbursement for train travel and any baggage charges by filing *Form 430* with original receipts showing the date, traveler's name, cost, destination and departure and arrival times. A copy of an e-mail confirmation is acceptable, if it includes this information.

#### **N. GROUND TRANSPORTATION**

Employees traveling to the same location should share ground transportation with colleagues to help contain costs. Ground transportation includes buses, subways, taxis, hotel and airport shuttles and personal vehicles.

Travelers may request reimbursement for these expenses by filing *Form 430* and original receipts showing the date, time, destinations and purpose. Only trips for Commission business are reimbursed. Personal trips for non-business purposes, such as sightseeing and other entertainment are not reimbursable.

#### **6.4.9 DRIVING ON COMMISSION BUSINESS**

Employees who drive on Commission business must possess a valid California driver's license, sufficient automobile insurance and a driving record that meets California State Department of Motor Vehicles (DMV) requirements. Employees must also abide by all California driving laws, including those requiring the use of seat belts and hands free cell phone use.

Before driving on Commission business, employees must complete a *Commission Vehicle/Private Vehicle Use Form* and provide proof of automobile insurance that meets the minimum coverage required by State of California Financial Responsibility Laws. The Risk Management Unit collects this information at the time of initial hire and annually thereafter.

Employees are mandated to immediately inform Division management or the Risk Management Unit of changes in driver's license status or insurance that could negatively impact their driving record and ability to drive on Commission business. This includes cancellation of insurance, driver's license suspension or cancellation, arrest for driving under the influence of alcohol or illegal substances and other factors that increase the risk of driving or affects the ability to drive legally as permitted by the DMV.

The Executive Director must approve driving extensive distances for Commission travel if airlines or trains are available to the same destination.

#### **6.4.10 USING RENTAL VEHICLES ON COMMISSION BUSINESS**

Permission to rent a car for travel must be approved in advance by filing *Form 420* and including estimated rental rates, fuel costs, parking and other expenses, compared to taxi and shuttle services. The *Lowest Logical Cost* should be sought and corporate rates used, if available.

Both Collision Waiver Insurance and Automobile Liability Insurance, up to the highest limits available, should be bought from the rental car company. If a rental car company does not offer automobile liability insurance, the Executive Director must give advance written approval to use such a company.

Reimbursements can be requested by filing *Form 430* and submitting original receipts for expenses such as the rental fee, fuel, tolls and parking.

See the *Fleet Vehicle Management and Driving on Commission Business* policy, available on the Intranet.

##### **A. VEHICLE SELECTION AND UPGRADES**

When traveling alone, travelers should rent mid-size or smaller cars, based on need. When picking up the rental car, travelers should check for any promotional rates, last-minute specials or free upgrades that reduce costs.

Travelers may upgrade the class of service by booking one level higher when: two or more employees are traveling together; the traveler may be upgraded at no extra cost; or there are medical reasons, such as travelers with disabilities.

##### **B. VEHICLE INSPECTION BEFORE DRIVING**

At the time of rental and before the vehicle is accepted, the traveler must inspect the vehicle and make a notation on the contract if any damage is seen.

## C. ACCIDENTS INVOLVING RENTAL VEHICLES

If an accident occurs while driving on Commission business, travelers must immediately notify Division management, the Risk Management Unit at 888-606-SAFE (7233) and the rental car company. Local authorities must be notified of any accident, no matter how minor the damage.

Upon returning to the office, the traveler will complete the required accident reporting procedures. See the *Fleet Vehicle Management and Driving on Commission Business* policy, available on the Intranet.

### 6.4.11 USING AGENCY AND PRIVATE VEHICLES ON COMMISSION BUSINESS

Employees must request permission to drive on Commission business according to the procedures in Section 6.4.9 above.

Accidents that occur while driving on Commission business must be reported according to the procedures in Section 6.4.10 above.

#### A. MILEAGE CLAIMS

Mileage reimbursements will not exceed what it would cost to reach the same destination by air or train. Travelers will be reimbursed at the per mile rate approved annually by the Board of Supervisors, which is available from the Financial Management Division.

Travelers may request mileage reimbursements by completing a *Mileage Claim Form* and filing it with *Form 430*. Internet maps and/or odometer readings are required to substantiate miles driven; however, commute deductions are not made for overnight travel.

Mileage requests for driving for normal business are submitted monthly on a *Mileage Claim Form*, without *Form 430*.

Mileage Claim Forms are available on the Intranet by going to CDC Intranet>Forms and Publications>Forms>Miscellaneous.

#### B. PARKING

Travelers may pay parking fees in cash and request reimbursement by submitting the original receipts with *Form 430*.

Airport parking is restricted to the maximum daily rate approved annually by the Board of Supervisors, which is available from the Financial Management Division.



#### 6.4.12 LODGING AND MEALS

Lodging, meals and related expenses may be prepaid by the Commission, or the traveler may pay by cash or credit card and request reimbursement by filing *Form 430*.

##### A. HOTEL RESERVATIONS

Promotional rates, government rates, last-minute specials, and long-term specials (for stays of one week or longer) should be used to help contain hotel costs.

*Form 430* must be filed with original itemized receipts to receive reimbursement. Travelers should secure an itemized folio and review all charges before leaving the hotel.

Reimbursement is restricted to the maximum daily rate approved annually by the Board of Supervisors, which is available from the Financial Management Division.

##### B. HOTEL CANCELLATIONS

Hotel cancellations should be made before the cancellation period ends to avoid extra charges. Cancellation deadlines are based on the local time at the hotel location.

Cancellation confirmation numbers must be requested by the traveler and provided in the event of a billing dispute.

Travelers will be responsible for “no show” charges unless the traveler was not at fault.

##### C. MEAL REIMBURSEMENTS

Reimbursements for meals will be provided when travel lasts a minimum of 4 hours during the day.

For the purpose of determining eligibility for meal reimbursements, travel begins when travelers depart their residence or office and ends when they arrive back at their residence or office.

Following are examples to illustrate when meal reimbursement is appropriate:

MEAL(S)	TRAVEL BEGINS	TRAVEL ENDS
Breakfast Only	6:00 a.m. or earlier	10:00 a.m. or later
Breakfast and Lunch	6:00 a.m. or earlier	1:00 p.m. or later

Breakfast, Lunch and Dinner	6:00 a.m. or earlier	7:00 p.m. or later
Lunch Only	11:00 a.m. or earlier	3:00 p.m. or later
Lunch and Dinner Only	11:00 a.m. or earlier	7:00 p.m. or later
Dinner Only	5:00 p.m. or earlier	7:00 p.m. or later(*)

**(\*) Travel must be at least 4 hours in total.**

Meals (breakfast, lunch and dinner) do not require receipts when the reimbursement requested is within the rates set by the Board of Supervisors. The current rates are available from the Financial Management Division.

Original receipts, an explanatory memo and Executive Director approval are required when the reimbursement requested is greater than the allowable rates.

Travelers should deduct individual meal allowances from the per-day total when:

- a. a meal is included in the registration fee for the event; or the
- b. Commission pays an additional fee for a planned event meal.

*Form 430*, original receipts, an explanatory memo and Executive Director approval are required to receive reimbursement if the hosting event is unable to accommodate special dietary needs for meals described in **a** and **b** above.

Continental Breakfasts are not considered a meal for the purpose of this policy. Travelers are entitled to a breakfast reimbursement if they are traveling during breakfast hours and the event provides a Continental Breakfast.

#### **6.4.13 INCIDENTAL EXPENSES**

Travelers will be reimbursed for additional incidental expenses incurred to cover the higher costs associated with traveling to a **capital or primary city** of any major metropolitan area.

Capital City Per Diem Allowances for expenses can be claimed for travel to Sacramento, Boston, Chicago, Dallas, Detroit, Houston, Miami, New York, Philadelphia, San Francisco and Washington, D. C.

To be reimbursed, the traveler must have been required to be physically in the primary city for any portion of a day. *Form 430* and original itemized receipts must be submitted at the end of the trip.

***Capital and primary city*** reimbursement rates are approved annually by the Board of Supervisors, and are available from the Financial Management Division.

#### **6.4.14 PORTERAGE**

Porterage costs are reimbursed by filing *Form 430*.

Porterage rates are approved annually by the Board of Supervisors, and are available from the Financial Management Division.

#### **6.4.15 INCORRECT OR INCOMPLETE EXPENSE CLAIMS**

Incorrect or incomplete expense claims will be returned for correction and may result in delays or non-reimbursement of specific items.

END OF POLICY

**COMMUNITY DEVELOPMENT COMISSION**  
**TRAVEL AUTHORIZATION – ADVANCE REQUEST**

Attachment A

TRAVELER \_\_\_\_\_ POSITION \_\_\_\_\_  
 DIVISION \_\_\_\_\_ DEPT/PROJ NO. \_\_\_\_\_  
 DATE LEAVING \_\_\_\_\_ DATE RETURNING \_\_\_\_\_ DESTINATION \_\_\_\_\_  
 DESCRIPTION OF CONFERENCE, MEETING, BUSINESS, ETC. \_\_\_\_\_

## ANTICIPATED COST:

Registration Fees \_\_\_\_\_ \$  
 Meals (\_\_\_\_ days @ \$ \_\_\_\_ ) \_\_\_\_\_  
 Lodging (\_\_\_\_ days @ \$ \_\_\_\_ ) \_\_\_\_\_  
 Transportation \_\_\_\_\_  
 Other (describe) \_\_\_\_\_  
**Total Estimated Cost** \_\_\_\_\_ \$

**CHECK REQUEST**

TO TRAVELER: (charge to A/C No. 010-182) \_\_\_\_\_ \$ \_\_\_\_\_  
 FOR REGISTRATION: (charge to Project No. \_\_\_\_\_ ) \_\_\_\_\_

Payee

Address

OTHER: Charge to account \_\_\_\_\_ \$ \_\_\_\_\_

PURPOSE \_\_\_\_\_

Payee

Address

**TOTAL** \_\_\_\_\_ \$ \_\_\_\_\_

REQUESTED BY:

APPROVED BY:

\_\_\_\_\_  
Traveler\_\_\_\_\_  
Date\_\_\_\_\_  
Division Director\_\_\_\_\_  
Date\_\_\_\_\_  
Executive Director\_\_\_\_\_  
Date

## Attachment B

DIVISION \_\_\_\_\_

DESTINATION/PURPOSE \_\_\_\_\_

\*TRANSPORTATION: A-Air; TX-Taxi; B - Bus; TS - Train/Subway; CR - Car Rental

## SUMMARY

Total Expenses	-----	\$	_____
Total Advances	-----	\$	_____ (     )
Due Traveler	-----	\$	_____
Due Commission	-----	\$	_____
ATTACH CHECK			

TOTAL TRAVEL ADVANCE \$ \_\_\_\_\_

**(Please attach a copy of the TRAVEL AUTHORIZATION ADVANCE REQUEST)**

Executive Director \_\_\_\_\_ Date \_\_\_\_\_

FOR FINANCIAL MANAGEMENT USE ONLY	
	\$ _____
	\$ _____
	\$ _____
	\$ _____
	\$ _____

# BOARD LETTER/MEMO CLUSTER FACT SHEET

☒ Board Letter

☐ Board Memo

☐ Other

<b>CLUSTER AGENDA REVIEW DATE</b>	5/11/2022		
<b>BOARD MEETING DATE</b>	6/14/2022		
<b>SUPERVISORIAL DISTRICT AFFECTED</b>	<input checked="" type="checkbox"/> All <input type="checkbox"/> 1 <sup>st</sup> <input type="checkbox"/> 2 <sup>nd</sup> <input type="checkbox"/> 3 <sup>rd</sup> <input type="checkbox"/> 4 <sup>th</sup> <input type="checkbox"/> 5 <sup>th</sup>		
<b>DEPARTMENT(S)</b>	Los Angeles County Development Authority (LACDA)		
<b>SUBJECT</b>	Contracts for Project and Construction Management Services		
<b>PROGRAM</b>	Construction Management		
<b>AUTHORIZES DELEGATED AUTHORITY TO DEPT</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
<b>SOLE SOURCE CONTRACT</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain why:		
<b>DEADLINES/ TIME CONSTRAINTS</b>	N/A		
<b>COST &amp; FUNDING</b>	Total cost: \$10,000,000	Funding source: Program funds included in the LACDA's current and future fiscal year budgets.	
	TERMS (if applicable): Initial terms of one year, with up to four one-year extensions based on workload demands and the level of satisfaction with the services provided.		
	Explanation: The Contracts will be funded from the approved budgets of the programs for which these services will be provided.		
<b>PURPOSE OF REQUEST</b>	Award of contracts to two consultants for Project Management/Construction Management (PM/CM) services for the development and rehabilitation of affordable housing, commercial and other facilities throughout the County.		
<b>BACKGROUND (include internal/external issues that may exist including any related motions)</b>	The consultant firms will augment the LACDA's capacity to perform PM/CM services on the high volume of projects anticipated from the passage of federal legislation, which may include the Infrastructure Investment and Jobs Act. Consultant services will be utilized to the extent necessary by the increased project volume. Accordingly, the Contracts do not guarantee any work or compensation throughout the original or extended terms of the contracts.		
<b>EQUITY INDEX OR LENS WAS UTILIZED</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain how:		
<b>SUPPORTS ONE OF THE NINE BOARD PRIORITIES</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please state which one(s) and explain how:		
<b>DEPARTMENTAL CONTACTS</b>	Name, Title, Phone # & Email: Linda Jenkins, Director of Community Development, (626) 586-1765, Linda.Jenkins@lacda.org		

June 14, 2022

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

Dear Commissioners:

**AWARD OF CONTRACTS FOR PROJECT AND CONSTRUCTION MANAGEMENT  
SERVICES  
(ALL DISTRICTS) (3 VOTES)**

**SUBJECT**

This letter recommends the award of a total of two Contracts for Project Management/Construction Management services on an as-needed basis for the development and rehabilitation of affordable housing, commercial, and other facilities throughout the County of Los Angeles (County).

**IT IS RECOMMENDED THAT THE BOARD:**

1. Find the proposed actions are exempt from the California Environmental Quality Act (CEQA) for the reasons stated in this Board Letter.
2. Award and authorize the Executive Director, or his designee, to execute Contracts with Jeff Oviedo & Associates, Inc. dba JOA Group , and Cumming Management Group, Inc., to provide as-needed Project Management/Construction Management services for Los Angeles County Development Authority (LACDA) development and construction projects throughout the County for a total aggregate not-to-exceed annual program amount of \$10 million, to be expended across both contracts. The Contracts will be funded with program funds to be incorporated into the LACDA's approved Fiscal Year 2021-2022 budget.

Each Contract is for a one-year term, plus four one-year extension options.

3. Delegate authority to the Executive Director, or his designee, to extend the term of each contract by executing four, one-year extension options with each consultant, at the discretion of the Executive Director, based on workload demands and the level of satisfaction with the services provided; and to amend the contracts, and/or to terminate the contracts for convenience, as deemed necessary and appropriate under the terms of the Contracts.

### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

Approval of the recommended actions will award contracts to two consultants for Project Management/Construction Management (PM/CM) services for the development and rehabilitation of affordable housing, commercial and other facilities throughout the County. The consultant firms will augment the LACDA's capacity to perform PM/CM services on the high volume of projects anticipated from the passage of federal legislation, which may include the Infrastructure Investment and Jobs Act. Consultant services will be utilized to the extent necessary by the increased project volume. Accordingly, the Contracts do not guarantee any work or compensation throughout the original or extended terms of the contracts.

### **FISCAL IMPACT/FINANCING**

There is no impact on the County general fund. These Contracts will be funded from the approved budgets of the programs for which these services will be provided, and are to be incorporated into the LACDA's approved Fiscal Year 2021-2022 budget. Funds for future years will be included in the LACDA's annual budget approval process.

The total aggregate not-to-exceed program amount to be expended across the two Contracts is \$10,000,000 per year. After the initial one-year term, the LACDA may exercise the option to extend each Contract for up to four additional years, in one-year increments. Each such annual extension will include a new \$10,000,000 aggregate not-to-exceed program amount to be expended across both contracts. Each and every extension will be contingent upon the availability of program funds, workload demands and the level of satisfaction with the services provided by the consultants.

### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

A standard services contract, in the form previously approved by County Counsel, which contains terms and conditions in compliance with the Board's ordinances, policies, and programs will be utilized. The proposed Contracts define the PM/CM services to be performed by the consulting firms. Over the initial one-year term, the firms will perform various types of PM/CM services, including labor compliance, inspections, and other



related services that include, but are not limited to: site investigations, preparation of feasibility studies, development of project scopes of work, management of the design phase, coordination of permit and entitlement approvals, construction management, inspection services, labor compliance monitoring, and other related services.

The firms will be assigned projects on an as-needed basis and will receive compensation based on the services performed. Each firm's fee will not exceed the costs in the negotiated fee schedule.

The project assignments will be funded, in whole or in part, by federal funds and are not subject to the requirements of the Greater Avenues for Independence (GAIN) Program or the General Relief Opportunity for Work (GROW) Program implemented by the County of Los Angeles. Instead, the two consultants have been determined as a Section 3 Business Concern or have committed to comply with the goals of the Section 3 requirements of the Housing and Community Development Act of 1968, as amended, which requires that employment and other economic opportunities generated by certain HUD assistance be directed to low and very low-income persons, particularly to persons who are recipients of HUD housing assistance.

### **ENVIRONMENTAL DOCUMENTATION**

The recommended action is not subject to the California Environmental Quality Act (CEQA) because it is an activity that is excluded from the definition of a project by Section 21065 of the Public Resources Code and Section 15378(b) of the State CEQA Guidelines. The proposed action to award on-call project/construction management and support services is an administrative activity of government, which will not result in direct or indirect changes to the environment.

### **CONTRACTING PROCESS**

On August 9, 2021, the LACDA released a Request for Statement of Qualifications (RFSQ) to identify firms to provide PM/CM services. The RFSQ notice was electronically mailed to 3362 firms identified from the LACDA's vendor list. Advertisements also appeared on the LACDA and County websites. The RFSQ package was downloaded fifteen (15) times.

On September 7, 2021, LACDA received six (6) Statements of Qualifications. LACDA reviewed the Statement of Qualifications to ensure they met the minimum requirements outlined in the RFSQ. All six (6) Statement of Qualifications met the minimum requirements outlined in the RFSQ. In accordance with the award criteria outlined in the RFSQ, the LACDA is recommending that two firms be offered the opportunity to enter into a contract with the LACDA for their specialized services.

The Summary of Outreach Activities is provided as Attachment A.

Honorable Board of Commissioners  
June 8, 2022  
Page 4

**IMPACT ON CURRENT PROJECT**

The award of these Contracts will provide PM/CM services for the efficient and enhanced delivery of LACDA projects throughout the County.

Respectfully submitted,

EMILIO SALAS  
Executive Director

ES:lj:so

Attachments

## ATTACHMENT A

### Summary of Outreach Activities

On August 9, 2021, the following outreach was initiated to identify consultants to provide Project Management/ Construction Management services for the LACDA.

#### A. Advertising

Announcements were posted on the LACDA and County websites.

#### B. Distribution of Solicitation Packages

The LACDA's vendor list was used to electronically mail a Request for Statement of Qualifications (RFSQ) to 3362 firms. The RFSQ was downloaded 15 times.

#### C. Pre-Proposal Conference

On August 17, 2021, a mandatory pre-proposal conference was conducted with 27 firms were in attendance.

#### D. Proposal Results

On September 7, 2021, a total of six Statements of Qualifications were received and forwarded to the three-member evaluation committee for further review. The evaluation committee used the "informed averaging" scoring methodology using a 1,000-point system. The evaluation criteria consisted of qualifications, approach to providing the services, and quality control plan.

The final evaluation results are as follows:

<u>Company</u>	<u>Score</u>
Jeff Oviedo & Associates, Inc.	963
Cumming Management Group, Inc.	917
Integrated Engineering Management	867
Egan Simon Architecture	580
3D Built	427
Neighborhood Housing Services of Los Angeles County	273

#### E. Minority/Female Participation – Selected Firms

<u>Name</u>	<u>Ownership</u>	<u>Employee</u>
JOA Group	Minority	Total: 21
		7 minorities
		6 women

		33% minority 3% women
Cumming Management Group, Inc.	Non-Minority	Total: 1,082 6 minorities 6 women 0% minority 0% women

F. Minority/Female Participation – Firms Not Selected

<u>Name</u>	<u>Ownership</u>	<u>Employee</u>
Integrated Engineering Management	Minority	Total: 17 5 minorities 4 women 3% minority 2% women
Egan Simon Architecture	Minority	Total: 9 1 minorities 0 women 1% minority 0% women
3D Built	Minority	Total: 7 0 minorities 0 women 0% minority 0% women
Neighborhood Housing Services of Los Angeles County	Minority	Total: 38 6 minorities 3 women 15% minority 7% women

The LACDA conducts ongoing outreach to include minorities and women in the contract award process, including: providing information at local and national conferences; conducting seminars for minorities and women regarding programs and services; advertising in newspapers to invite placement on the vendor list; and mailing information to associations representing minorities and women.

The recommended award of contract is being made in accordance with the LACDA's policies and federal regulations, and without regard to race, creed, color, or gender.



**CONTRACT**

**BY AND BETWEEN**

**LOS ANGELES COUNTY  
DEVELOPMENT AUTHORITY**

**AND**

**(CONTRACTOR)**

**FOR**

**PROJECT AND CONSTRUCTION MANAGEMENT  
SERVICES**

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## STANDARD EXHIBITS

- Exhibit A – Statement of Work
- Exhibit B – Fee Schedule
- Exhibit C – LACDA's Administration
- Exhibit D – Contractor's Administration
- Exhibit E – Required Contract Forms and Certifications
- Exhibit F – Required Contract Provisions
- Exhibit G – Required Forms at the Time of Contract Execution



**CONTRACT BETWEEN  
LOS ANGELES COUNTY  
DEVELOPMENT AUTHORITY AND**

---

**FOR  
PROJECT AND CONSTRUCTION  
MANAGEMENT SERVICES**

This Contract and Exhibits made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2022 by and between the Los Angeles County Development Authority, hereinafter referred to as LACDA and \_\_\_\_\_, hereinafter referred to as Contractor. The LACDA and Contractor are herein referred to as collectively "Parties".

**RECITALS**

**WHEREAS**, the LACDA may contract with private businesses for project and construction management services when certain requirements are met;

**WHEREAS**, the Contractor is a private firm specializing in providing project and construction management services;

**WHEREAS**, the LACDA issued a Request for Statement of Qualifications, to which the Contractor submitted a proposal to furnish the services to the LACDA;

**WHEREAS**, on \_\_\_\_\_, the LACDA's Board of Commissioners ("Board") delegated authority for the LACDA's Executive Director, or it's duly authorized designee (hereinafter jointly referred to as "Executive Director") to execute contracts for project and construction management services;

**WHEREAS**, the Contractor agrees to comply with, submit to, and abide by all federal, State, and County rules, regulations, policies, procedures of the funding source, governing administration, and fiscal authorities; and all applicable law;

**WHEREAS**, the Contractor possesses the competence, financial ability, expertise, facilities, and personnel to provide the services contemplated hereunder;

**WHEREAS**, it is the intent of the Parties hereto to enter into Contract to provide project and construction management services, as set forth herein; and

**WHEREAS**, the Contractor is willing and able to provide the services described herein, in consideration of the payments under this Contract and under the terms and conditions hereafter set forth.

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

## **1.0 APPLICABLE DOCUMENTS**

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

### **1.1 Standard Exhibits**

1.1.1 Exhibit A - Statement of Work

1.1.2 Exhibit B - Fee Schedule

1.1.3 Exhibit C - LACDA's Administration

1.1.4 Exhibit D - Contractor's Administration

1.1.5 Exhibit E - Required Contract Forms and Certifications

- Application for Exception and Certification Form for the Jury Service Program
- Compliance with Fair Chance Employment Hiring Practices Certification
- Contractor's EEO Certification
- Defaulted Property Tax Reduction Program Certification
- Federal Lobbyist Requirements Certification

- Zero Tolerance Human Trafficking Policy Certification

#### 1.1.6 Exhibit F - Required Contract Provisions

- Contractor Employee Jury Service Ordinance
- Defaulted Property Tax Reduction Program
- HUD Section 3 Notice
- IRS Notice 1015 0 Earned Income Credit (EIC)
- Lobbyist Ordinance
- Los Angeles County Smoke Free Policy at Housing Development Sites
- Safely Surrendered Baby Law

#### 1.1.7 Exhibit G - Required Form at the Time of Contract Execution

- Contractor Acknowledgement and Confidentiality Agreement

This Contract and the Exhibits hereto constitute 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.

## 2.0 DEFINITIONS

### 2.1 Standard Definitions

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

2.1.1 **Contract:** Agreement executed between the LACDA and Contractor.

It sets forth the terms and conditions for the issuance and performance of the Statement of Work, Exhibit A.

2.1.2 **Contractor:** The sole proprietor, partnership, or corporation that has

entered into a contract with the LACDA to perform or execute the work covered by the Statement of Work

## **3.0 WORK**

### **3.1 Work Requirements**

- 3.1.1 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 Exhibit A (Statement of Work), attached hereto and incorporated herein by reference.
- 3.1.2 The Contractor acknowledges that the quality of service(s) provided under this Contract shall be at least equivalent to that which Contractor provides to all other clients it serves.
- 3.1.3 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 LACDA.

## **4.0 TERM OF CONTRACT**

### **4.1 Term**

- 4.1.1 The term of this Contract shall commence on \_\_\_\_\_, 202\_\_ and shall remain in full force and effect until \_\_\_\_\_, 202\_\_ after execution by the LACDA's Executive Director, or her designee, unless sooner terminated or extended, in whole or in part, as provided in this Contract.
- 4.1.2 The LACDA shall have the sole option to extend this Contract term for up to four (4) additional one-year periods, for a maximum total Contract term of five (5) years. Each such option and extension shall be exercised at the sole discretion of the Executive Director, or her designee.
- 4.1.3 The Contractor shall notify the LACDA's Project Manager when this Contract is within three (3) months from the expiration of the term as provided for hereinabove. Upon occurrence of this event, the Contractor shall send written notification to the LACDA's Project Manager at the address herein provided in Exhibit C - LACDA's

## **5.0 CONTRACT SUM**

The Contractor agrees to perform, in a timely and professional manner, all project and construction management services and any other services that Contractor is authorized and requested to provide pursuant to this Contract. No work shall commence on any assignment until a written notice to proceed ("Notice to Proceed") is issued by LACDA to Contractor. Each Notice to Proceed shall be incorporated by reference into this Contract. The Contractor acknowledges, understands, and agrees that entering into this Contract is not a guarantee that any work will be assigned to the Contractor under this Contract, or that the LACDA will issue a Notice to Proceed. The Contractor further acknowledges, understands, and agrees that it is entirely possible that the LACDA never issues a Notice to Proceed and therefore the Contractor might not provide any Services pursuant to this Contract. The Contractor agrees that all Services performed by the Contractor shall be the sole responsibility of the Contractor.

### **5.1 Total Contract Sum**

The Maximum Amount of this Contract shall be \$\_\_\_\_\_ ("Maximum Amount") for the term of this Contract as set forth in Paragraph 4.1 - Term, above. Any costs incurred to complete this project in excess of the maximum not-to-exceed cost will be borne by the Contractor. The Contractor is one of a number of contractors sharing the annual Maximum Amount by providing PM/CM services and is not guaranteed any amount of work under this Contract. The LACDA in its sole discretion shall determine and assign work on as needed basis.

### **5.2 Written Approval for Reimbursement**

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 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 occur only with the LACDA's express prior written approval.

### **5.3 Notification of 75% of Total Contract Sum**

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 Maximum Amount under this Contract. Upon occurrence of this event, the Contractor shall send written notification to Ken Lee at the address herein provided in Exhibit C - LACDA's Administration.

### **5.4 No Payment for Services Provided Following Expiration/Termination of Contract**

The Contractor shall have no claim against the LACDA 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 the LACDA and shall immediately repay all such funds to the LACDA. Payment by the LACDA for services rendered after expiration/termination of this Contract shall not constitute a waiver of the LACDA'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 LACDA 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 LACDA under the terms of this Contract. The Contractor's payments shall be as provided in Exhibit B - Fee Schedule, and the Contractor shall be paid only for the tasks, deliverables, goods, services, and other work approved in writing by the LACDA. If the LACDA 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 - Fee Schedule.

- 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 LACDA by the 1<sup>st</sup> calendar day of the month following the month of service.
- 5.5.5 All invoices under this Contract shall be submitted to the following address: 700 W. Main Street, Alhambra, California 91801.
- 5.5.6 LACDA Approval of Invoices. All invoices submitted by the Contractor for payment must have the written approval of the LACDA's Project Manager prior to any payment thereof. In no event shall the LACDA 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 (LSBE) Prompt Payment Program Certified LSBEs will receive prompt payment for services they provide to the LACDA. Prompt payment is defined as fifteen (15) calendar days after receipt of an undisputed invoice.

**5.6 Cost of Living Adjustments**

If requested by the Contractor, the contract (hourly, daily, monthly, etc.) amount may at the sole discretion of the LACDA, 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 ("CPI") for the Los Angeles-Riverside-Orange County Area for the 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 the LACDA employees as determined by the Executive Director as of each July 1 for the prior 12-month period. Furthermore, should fiscal circumstances ultimately prevent the Board from approving any increase in the LACDA employee salaries, no COLA will be granted. Where the LACDA 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 Source and Appropriation of Funds**

5.7.1 The LACDA's obligation is payable only and solely from funds appropriated through the U.S. Department of Housing and Urban Development ("HUD") and, for the purpose of this Contract. All funds are appropriated ever fiscal year beginning July 1.

5.7.2 In the event this Contract extends into succeeding fiscal years and funds have not been appropriated, this Contract will automatically terminate as of June 30 of the current fiscal year. The LACDA will endeavor to notify the Contractor in writing within ten (10) days of receipt of non-appropriation notice.

## **6.0 ADMINISTRATION OF CONTRACT – LACDA**

### **6.1 LACDA Administration**

A listing of all LACDA Administration referenced in the following subparagraphs is designated in Exhibit C - LACDA's Administration. The LACDA shall notify the Contractor in writing of any change in the names or addresses shown.

### **6.2 LACDA's Project Manager**

Responsibilities of the LACDA's Project Manager include:

6.2.1 Ensuring that the objectives of this Contract are met;

6.2.2 Providing direction to the Contractor in the areas relating to LACDA policy, information requirements, and procedural requirements;

6.2.3 Meeting with the Contractor's Contract Manager on a regular basis;  
and

- 6.2.4 Inspecting any and all tasks, deliverables, goods, services, or other work provided by or on behalf of the Contractor.

## **7.0 ADMINISTRATION OF CONTRACT – CONTRACTOR**

### **7.1 Contractor's Contract Manager**

- 7.1.1 The Contractor's Contract Manager is designated in Exhibit D - Contractor's Administration. The Contractor shall notify the LACDA in writing of any change in the name or address of the Contractor's Contract Manager.
- 7.1.2 The Contractor's Contract Manager shall be responsible for the Contractor's day-to-day activities as related to this Contract and shall coordinate with the LACDA's Project Manager on a regular basis.
- 7.1.3 The Contractor's Contract Manager must have 7 years of experience.

### **7.2 Approval of Contractor's Staff**

The LACDA 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 Contractor's Staff Identification**

The Contractor shall provide, at Contractor's expense, all staff providing services under this Contract with a photo identification badge, which shall be visible when the Contractor or its staff is on LACDA's properties and properties participating in LACDA programs.

### **7.4 Background and Security Investigations**

- 7.4.1 Each of the Contractor's staff performing services under this Contract who is in a designated sensitive position, as determined by the LACDA in LACDA's sole discretion, shall undergo and pass a background investigation to the satisfaction of the LACDA 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 if the member of the Contractor's staff passes or fails the background investigation.

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

7.4.3 The LACDA, 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 LACDA or whose background or conduct is incompatible with LACDA facility access.

7.4.4 Disqualification of any member of the Contractor's staff pursuant to this Paragraph 7.4 shall not relieve the Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

## **7.5 Confidentiality**

7.5.1 The 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, the LACDA policies concerning information technology security and the protection of confidential records and information.

7.5.2 The Contractor shall indemnify, defend, and hold harmless the LACDA, 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 the Contractor, its officers, employees, agents, or subcontractors, to comply with this Paragraph 7.5, as determined by the LACDA in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 7.5 shall be conducted by the Contractor and performed by counsel selected by the Contractor and approved by the LACDA. Notwithstanding the preceding sentence, the LACDA shall have the right to participate in any such defense at its sole cost and expense, except that in the event the Contractor fails to provide the LACDA with a full and adequate defense, as determined by the LACDA in its sole judgment, the LACDA shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from the Contractor for all such costs and expenses incurred by the LACDA 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 the LACDA without LACDA's prior written approval.

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

7.5.4 The Contractor shall sign and adhere to the provisions of the "Contractor Acknowledgement and Confidentiality Agreement", a copy which is attached in Exhibit E – Required Contract Forms and Certifications.

## **8.0 STANDARD TERMS AND CONDITIONS**

### **8.1 Amendments**

8.1.1 For any change which affects the scope of work, term, Maximum Amount, payments, or any term or condition included under this Contract, an Amendment shall be prepared and executed by the Contractor and Executive Director.

8.1.2 The LACDA's Board or Executive Director may require the addition

and/or change of certain terms and conditions in the Contract during the term of this Contract. The LACDA reserves the right to add and/or change such provisions as required by the LACDA's Board or Executive Director. To implement such changes, an Amendment to the Contract shall be prepared and executed by the Contractor and Executive Director.

8.1.3 The Executive Director may at her sole discretion, authorize extensions of time as defined in Paragraph 4.0 - 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 Executive Director.

## **8.2 Assignment and Delegation/Mergers or Acquisitions**

8.2.1 The Contractor shall notify the LACDA of any pending acquisitions/mergers of its company unless otherwise legally prohibited from doing so. If the Contractor is restricted from legally notifying the LACDA of pending acquisitions/mergers, then it should notify the LACDA of the actual acquisitions/mergers as soon as the law allows and provide to the LACDA the legal framework that restricted it from notifying the LACDA 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 the LACDA, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this sub-paragraph, the LACDA consent shall require a written amendment to the Contract, which is formally approved and executed by the Parties. Any payments by the LACDA to any approved delegate or assignee on any claim under this Contract shall be deductible, at the LACDA's sole discretion, against the claims, which the Contractor may have against the LACDA.

8.2.3 Shareholders, partners, members, or other equity holders of the 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 the 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 the LACDA 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 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 the LACDA'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, the LACDA shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by the Contractor.

### **8.3 Authorization Warranty**

The Contractor represents and warrants that the person executing this Contract for the Contractor is an authorized agent who has actual authority to bind the Contractor to each and every term, condition, and obligation of this Contract and that all requirements of the Contractor have been fulfilled to provide such actual authority.

### **8.4 Budget Reductions**

In the event that the LACDA's Board adopts, in any fiscal year, a LACDA Budget which provides for reductions in the salaries and benefits paid to the majority of the LACDA employees and imposes similar reductions with respect to LACDA Contracts, the LACDA 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 LACDA'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 Compliance with Applicable Laws**

In the performance of this Contract, the 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 Compliance with Civil Rights Laws**

8.6.1 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.

8.6.2 The Contractor shall comply with Section 109 of the Housing and Community Development Act of 1974 which states that no person in the United States shall, on the grounds of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this Contract.

The Contractor shall comply with the Age Discrimination Act of 1975

and Section 504 of the Rehabilitation Act of 1973, which require that no person in the United States shall be excluded from participating in, denied the benefits of, or subject to discrimination under this Contract on the basis of age or with respect to an otherwise qualified disabled individual.

#### **8.7 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/>) to which the LACDA requires compliance by the Contractor. The Contractor further acknowledges that the LACDA 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 LACDA'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 the Contract as well as civil liability.

#### **8.8 Compliance with County's Zero Tolerance Policy on Human Trafficking**

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

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

Disqualification of any member of the Contractor's staff pursuant to this paragraph shall not relieve the Contractor of its obligation to



complete all work in accordance with the terms and conditions of this Contract.

## **8.9 Compliance with Fair Chance Employment Practices**

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

## **8.10 Compliance with Jury Service Program**

### **8.10.1 Jury Service Program**

This Contract is subject to the provisions of the County 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.

### **8.10.2 Written Employee Jury Service Policy**

- A. Unless the Contractor has demonstrated to the LACDA'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.
- B. For purposes of this sub-paragraph, "Contractor" means a person, partnership, corporation or other entity which has a contract with the LACDA or a subcontract with a Contractor and has received

or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more LACDA contracts or subcontracts. "Employee" means any California resident who is a full-time employee of the Contractor. "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 LACDA, 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 90 days or less within a 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 LACDA under the Contract, the Subcontractor shall also be subject to the provisions of this sub-paragraph. The provisions of this sub-paragraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the subcontract agreement.

- C. 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 LACDA 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 LACDA may also require, at any time during the Contract and at its sole discretion, that the Contractor demonstrate to the LACDA'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 Jury Service Program.

- D. The Contractor's violation of this sub-paragraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, the LACDA may, in its sole discretion, terminate the Contract and/or bar the Contractor from the award of future LACDA contracts for a period of time consistent with the seriousness of the breach.

## **8.11 Conflict of Interest**

8.11.1 No LACDA employee whose position with the LACDA 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 LACDA's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the LACDA's approval or ongoing evaluation of such work.

8.11.2 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 LACDA. 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 sub-paragraph shall be a material breach of this Contract.

#### **8.12 Consideration of Hiring LACDA Employees Targeted for Layoff or Re-Employment List**

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

#### **8.13 Intentionally Omitted.**

#### **8.14 Contractor's Acknowledgement of LACDA's Commitment to the Safely Surrendered Baby Law**

8.14.1 The Contractor acknowledges that the LACDA places a high priority on the implementation of the Safely Surrendered Baby Law. The contractor understands that it is the LACDA's policy to encourage all LACDA contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster, in Exhibit F – Required Contract Provisions, 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](http://www.babysafela.org).

##### **8.14.2 Notice to Employees Regarding the Safely Surrendered Baby Law**

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

#### **8.15 Contractor's Compliance with LACDA's Smoke Free Policy at all Housing Development Properties**

The Contractor represents that it will comply with LACDA's policy, strictly prohibiting smoking on all LACDA's housing development properties, except at the South Bay Gardens Senior Housing Development located at 230 E. 130th Street, Los Angeles, CA 90061, where smoking is permitted only in a specified open area that is at least 25 feet away from a LACDA building and is clearly labeled as a "Smoking Designated Area." The Contractor acknowledges and understands that the LACDA's smoke free policy, a copy which is attached in Exhibit F – Required Contract Provisions applies to all residents, guests, visitors, vendors, contractors, and staff.

## **8.16 Contractor Responsibility and Debarment**

### **8.16.1 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 LACDA's policy to conduct business only with responsible Contractors.

### **8.16.2 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 LACDA acquires information concerning the performance of the Contractor on this or other contracts which indicates that the Contractor is not responsible, the LACDA 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 LACDA contracts for a specified period of time, which generally will not exceed five years but may exceed five years or be permanent if warranted by the circumstances, and terminate any or all existing Contracts the Contractor may have with the LACDA.

### **8.16.3 Non-Responsible Contractor**

The LACDA may debar a Contractor if the Board finds, in its discretion, that the Contractor has done any of the following: (1) violated a term of a contract with the LACDA or a nonprofit

corporation created by the LACDA, (2) committed an act or omission which negatively reflects on the Contractor's quality, fitness or capacity to perform a contract with the LACDA, any other public entity, or a nonprofit corporation created by the LACDA, 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 LACDA or any other public entity.

#### 8.16.4 Contractor Hearing Board

- A. If there is evidence that the Contractor may be subject to debarment, the LACDA 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.
- B. 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 LACDA shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board.
- C. 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. The Board shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
- D. 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 LACDA 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 LACDA.

- E. 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.

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 Commissioners. The Board of Commissioners shall have the right to modify, deny, or adopt the proposed

decision and recommendation of the Contractor Hearing Board.

#### **8.16.5 Subcontractors of Contractor**

These terms shall also apply to Subcontractors of the LACDA Contractors.

### **8.17 Contractor's Warranty of Adherence to LACDA's Child Support Compliance Program**

8.17.1 The Contractor acknowledges that the LACDA has established a goal of ensuring that all individuals who benefit financially from the LACDA through 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 LACDA and its taxpayers.

8.17.2 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).

### **8.18 Counterparts and Electronic Signatures**

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 other electronically delivered signature of the Parties shall be deemed to constitute original



signatures, and facsimile or electronic copies hereof shall be deemed to constitute duplicate originals.

#### **8.19 Damage to LACDA Facilities, Buildings or Grounds**

8.19.1 The Contractor shall repair, or cause to be repaired, at its own cost, any and all damage to LACDA 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.

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

#### **8.20 Employment Eligibility Verification**

8.20.1 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.

8.20.2 The Contractor shall indemnify, defend, and hold harmless, the LACDA, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the LACDA 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.

## **8.21 Executive Order 11246 and 11375, Equal Opportunity in Employment**

8.21.1 The Contractor shall comply with Executive Order 11246 and 11375, Equal Opportunity in Employment, which requires that during the performance of this Contract, the Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated fairly during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of the non-discrimination clause.

8.21.2 The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

8.21.3 The Contractor will send to each labor union or representative of workers with which he has a collective bargaining Contract or other contract or understanding, a notice to be provided by the agency of the Contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment. The Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.

8.21.4 The Contractor will furnish all information and reports required by the Executive Order and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the LACDA and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

8.21.5 In the event of Contractor's noncompliance with the non-discrimination clauses of this Contract or with any of such rules, regulations or orders, this Contract may be canceled, terminated or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in the Executive Orders and such other sanctions may be imposed and remedies invoked as provided in the Executive Order or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by law.

8.21.6 The Contractor will include the provisions of these paragraphs in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of the Executive Order No. 11246 of September 24, 1965, that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such actions with respect to any subcontract or purchase order as the LACDA may direct as a means of enforcing such provisions including sanctions for noncompliance, provided however, that in the event the Contractor becomes involved in, or is threatened with litigation by a subcontractor or vendor as a result of such direction by the LACDA, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

## **8.22 Facsimile Representations**

The LACDA and the Contractor 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 paragraph 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.

### **8.23 Fair Labor Standards**

The Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act and shall indemnify, defend, and hold harmless the LACDA 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 LACDA may be found jointly or solely liable.

### **8.24 Federal Lobbyist Requirements**

8.24.1 The Contractor is prohibited by the Department of Interior and Related Agencies Appropriations Act, known as the Byrd Amendments, and HUD's 24 CFR Part 87, from using federally appropriated funds for the purpose of influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, loan or cooperative Contract, and any extension, continuation, renewal, amendment or modification of said documents.

8.24.2 The Contractor must certify in writing on the Federal Lobbyist Requirements Certification form that they are familiar with the Federal Lobbyist Requirements and that all persons and/or subcontractors acting on behalf of the Contractor will comply with the Lobbyist Requirements.

8.24.3 Failure on the part of the Contractor or persons/subcontractors acting on behalf of the Contractor to fully comply with the Federal Lobbyist Requirements may be subject to civil penalties.

## **8.25 Force Majeure**

8.25.1 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 sub-paragraph as "force majeure events").

8.25.2 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 sub-paragraph, the term "subcontractor" and "subcontractors" mean subcontractors at any tier.

8.25.3 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.

## **8.26 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 and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

#### **8.27 Indemnification**

The Contractor shall indemnify, defend and hold harmless the LACDA, County, and its Special Districts, elected and appointed officers, employees, agents and volunteers ("LACDA 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 LACDA Indemnitees. To the extent that the Contractor or Subcontractor thereof is a 'design professional' as defined in Civil Code section 2782.8 (c ) the indemnity herein is to be interpreted to incorporate the Civil Code section 2782.8 and in such manner to require the Contractor to indemnify the LACDA Indemnitees to the maximum extent allowable by law, and not to invalidate the Indemnity duties but instead to limit those duties to those allowed by Civil Code section 2782.8 if applicable. Similarly the indemnity duties herein are to be interpreted to be limited in extent as set forth in any other applicable limitations on indemnity including Civil Code section 2782, and 2782.05, such that the indemnity required herein is not nullified, but limited to the maximum allowed under such codes. This method of interpretation of indemnification duties will apply to any and all duties of indemnity found within this contract, such that they will be interpreted to require the indemnification as indicated to the maximum extent allowed under any applicable code, or case law interpretation instead of operating to void such clauses or requirements entirely.

#### **8.28 Independent Contractor Status**

8.28.1 This Contract is by and between the LACDA 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 LACDA 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.

8.28.2 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 LACDA 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.

8.28.3 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 LACDA. 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.

8.28.4 The Contractor shall adhere to the provisions stated in subparagraph 7.5 - Confidentiality.

## **8.29 Liquidated Damages**

8.29.1 If, in the judgment of the Executive Director, or his/her designee, the Contractor is deemed to be non-compliant with the terms and obligations assumed hereby, the Executive Director, 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 LACDA, will be forwarded to the Contractor by the Executive Director, or his/her designee, in a written notice describing the reasons for said action.

8.29.2 If the Executive Director, or his/her designee, determines that there are deficiencies in the performance of this Contract that the

Executive Director, or his/her designee, deems are correctable by the Contractor over a certain time span, the Executive Director, 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 Executive Director, 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 is One Hundred Dollars (\$100) per day per infraction, or as specified in the Performance Requirements Summary ("PRS") Chart, as defined in Appendix B (Statement of Work Exhibits), hereunder, and that the Contractor shall be liable to the LACDA for liquidated damages in said amount. Said amount shall be deducted from the LACDA's payment to the Contractor; and/or

C. Upon giving five (5) days-notice to the Contractor for failure to correct the deficiencies, the LACDA may correct any and all deficiencies and the total costs incurred by the LACDA for completion of the work by an alternate source, whether it be LACDA forces or separate private contractor, will be deducted and forfeited from the payment to the Contractor from the LACDA, as determined by the LACDA.

8.29.3 The action noted in sub-paragraph 8.29.2 shall not be construed as a penalty, but as adjustment of payment to the Contractor to recover the LACDA cost due to the failure of the Contractor to complete or comply with the provisions of this Contract.

8.29.4 This sub-paragraph shall not, in any manner, restrict or limit the

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LACDA's right to damages for any breach of this Contract provided by law or as specified in the PRS or sub-paragraph 8.29.2, and shall not, in any manner, restrict or limit the LACDA's right to terminate this Contract as agreed to herein.

### **8.30 Most Favored Public Entity**

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

### **8.31 Nondiscrimination and Affirmative Action**

8.31.1 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.

8.31.2 The Contractor shall certify to, and comply with, the provisions of Exhibit D - Contractor's EEO Certification.

8.31.3 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.

8.31.4 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.

8.31.5 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.

8.31.6 The Contractor shall allow LACDA representatives access to the Contractor's employment records during regular business hours to verify compliance with the provisions of Paragraph 8.31 when so requested by the LACDA.

8.31.7 If the LACDA finds that any provisions of this Paragraph 8.31 have been violated, such violation shall constitute a material breach of this Contract upon which the LACDA may terminate or suspend this Contract. While the LACDA 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 LACDA that the Contractor has violated the anti-discrimination provisions of this Contract.

8.31.8 The Parties agree that in the event the Contractor violates any of the anti-discrimination provisions of this Contract, the LACDA 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.

### **8.32 Non Exclusivity**

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

### **8.33 Notice of Delays**

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

### **8.34 Notice of Disputes**

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

### **8.35 Notice to Employees Regarding the Federal Earned Income Credit**

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.

### **8.36 Notices**

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 C - LACDA's Administration and D - Contractor's Administration. Addresses may be changed by either party giving ten (10) days' prior written notice thereof to the other party. The Division Director, or his/her designee shall have the authority to issue all notices or demands required or permitted by the LACDA under this Contract.

### **8.37 Prohibition Against Inducement or Persuasion**

Notwithstanding the above, the Contractor and the LACDA 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.

### **8.38 Public Records Act**

8.38.1 Any documents submitted by the Contractor; all information obtained in connection with the LACDA's right to audit and inspect the Contractor's documents, books, and accounting records pursuant Section 8.41 - Record Retention and Inspection/Audit Settlement of this Contract; as well as those documents which were required to be submitted in response to the solicitation used for this Contract, become the exclusive property of the LACDA. 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 LACDA 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.

8.38.2 In the event the LACDA 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 bid marked "trade secret", "confidential", or "proprietary", the Contractor agrees to defend and indemnify the LACDA from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act.

### **8.39 Publicity**

8.39.1 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 LACDA shall not inhibit the Contractor from publishing its role under this Contract within the following conditions:

- A. The Contractor shall develop all publicity material in a professional manner; and
- B. 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 LACDA without the prior written consent of the LACDA's Project Manager. The LACDA shall not unreasonably withhold written consent.

8.39.2 The Contractor may, without the prior written consent of the LACDA, indicate in its bids and sales materials that it has been awarded this Contract with the LACDA, provided that the requirements of this Section 8.39 shall apply.

#### **8.40 Quality Assurance Plan**

8.40.1 The LACDA 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 LACDA determines are significant or continuing and that may place performance of the Contract in jeopardy if not corrected will be reported to the Board and listed in the appropriate LACDA reports. The report to the Board will include improvement/corrective action measures taken by the LACDA and the Contractor. If improvement does not occur consistent with the corrective action measures, the LACDA may terminate this Contract or impose other penalties as specified in this Contract.

8.40.2 A performance review will be conducted no later than ninety (90) days prior to the end of the first and second years of this Contract to

evaluate the performance of the Contractor. Based on the assessment of the performance review, as determined by the LACDA in its sole discretion, written notification will be given to the Contractor whether this Contract will be terminated at the end of the current year or will be continued into the next contract year.

#### **8.41 Record Retention and Inspection/Audit Settlement**

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 LACDA, 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 LACDA during the term of this Contract and for a period of five (5) years thereafter unless the LACDA'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 LACDA's option, the Contractor shall pay the LACDA for travel, per diem, and other costs incurred by the LACDA to examine, audit, excerpt, copy, or transcribe such material at such other location.

8.41.1 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 LACDA 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 LACDA shall make a reasonable effort to maintain the confidentiality of such audit report(s).

8.41.2 Failure on the part of the Contractor to comply with any of the provisions of this Section 8.41 shall constitute a material breach of this Contract upon which the LACDA may terminate or suspend this Contract.

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

#### **8.42 Recycled Bond Paper**

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

#### **8.43 Section 3 of the Housing and Urban Development Act of 1968, As Amended**

8.43.1 The work to be performed under this Contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic

opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low-and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

8.43.2 The Parties to this Contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement Section 3, a copy which is attached in Exhibit F – Required Contract Provisions. As evidenced by their execution of this Contract, the parties to this Contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.

8.43.3 The Contractor agrees to send to each labor organization or representative of workers with which the Contractor has a collective bargaining Contract or other understanding, if any, a notice advising the labor organization or workers' representative of the Contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

8.43.4 The Contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The Contractor will not subcontract with any subcontractor where the Contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.

8.43.5 The Contractor will certify that any vacant employment positions,



including training positions, that are filled (1) after the Contractor is selected but before the Contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the Contractor's obligations under 24 CFR Part 135.

8.43.6 Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this Contract for default, and debarment or suspension from future HUD assisted contracts.

8.43.7 With respect to work performed in connection with Section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this Contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this Contract that are subject to the provisions of Section 3 and section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

#### **8.44 Subcontracting**

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

8.44.2 If the Contractor desires to subcontract, the Contractor shall provide the following information promptly at the LACDA's request:

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

- 8.44.3 The Contractor shall indemnify and hold the LACDA 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.
- 8.44.4 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 LACDA's approval of the Contractor's proposed subcontract.
- 8.44.5 The LACDA's consent to subcontract shall not waive the LACDA'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 LACDA right.
- 8.44.6 The LACDA's Project Manager is authorized to act for and on behalf of the LACDA with respect to approval of any subcontract and Subcontractor employees. After approval of the subcontract by the LACDA, Contractor shall forward a fully executed subcontract to the LACDA for their files.
- 8.44.7 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 LACDA's consent to subcontract.
- 8.44.8 The Contractor shall obtain certificates of insurance, which establish that the Subcontractor maintains all the programs of insurance required by the LACDA from each approved Subcontractor. The Contractor shall ensure delivery of all such documents to the individual identified in Paragraph 8.36 - Notices before any Subcontractor employee may perform any work hereunder.

#### **8.45 Time Off For Voting**

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 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 Elections Code Section 14000.

#### **8.46 Validity**

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

#### **8.47 Waiver**

No waiver by the LACDA of any breach of any provision of this Contract shall constitute a waiver of any other breach or of such provision. Failure of the LACDA 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 8.47 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

#### **8.48 Warranty Against Contingent Fees**

8.48.1 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.

8.48.2 For breach of this warranty, the LACDA 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.

#### **8.49 Warranty of Compliance with County's Defaulted Property Tax Reduction Program**

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

8.49.2 Unless the Contractor qualifies for an exemption or exclusion, the 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.

#### **8.50 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 Paragraph 8.49 "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 LACDA under any other provision of this contract, failure of Contractor to cure such default within 10 days of notice shall be grounds upon which the LACDA may terminate this Contract and/or pursue debarment of the Contractor, pursuant to County Code Chapter 2.206.

### **9.0 INSURANCE**

Without limiting Contractor's indemnification of LACDA Indemnitees, 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 Section 9 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 LACDA 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.

**9.1 Insurance Coverage**

9.1.1 **Commercial General Liability Insurance** (providing scope of coverage equivalent to ISO policy form CG 00 01), naming the LACDA, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (collectively "LACDA and its Agents") as an additional insured, with limits of not less than:

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

9.1.2 **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.

9.1.3 **Workers Compensation and Employers' Liability** insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$1 million per accident.

**9.2 Additional Unique Insurance Coverage**

9.2.1 **Professional Liability/Errors and Omissions**

Insurance covering Contractor's liability arising from or related to this Contract, with limits appropriate to the Contractor's profession and not less than \$2 million per occurrence or claim and \$2 million aggregate. Further, Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following this Agreement's expiration, termination or cancellation.

### **9.3 Certificate of Insurance Coverage:**

- 9.3.1 Certificate(s) of Insurance Coverage ("Certificate") satisfactory to the LACDA, and a copy of an Additional Insured endorsement confirming the LACDA and its Agents (defined below) has been given Insured status under the Contractor's General Liability policy, shall be delivered to the LACDA at the address shown below and provided prior to commencing services under this Contract.
- 9.3.2 Renewal Certificates shall be provided to the LACDA not less than ten (10) days prior to Contractor's policy expiration dates. The LACDA reserves the right to obtain complete, certified copies of any required Contractor and/or Sub-Contractor insurance policies at any time.
- 9.3.3 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.
- 9.3.4 Certificates shall provide the full name of each insurer providing coverage, its National Association of Insurance Commissioners ("NAIC") identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand (\$50,000.00) dollars, and list any LACDA required endorsement forms.
- 9.3.5 Neither the LACDA's failure to obtain, nor the LACDA's receipt of, or failure to object to a non-complying 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.
- 9.3.6 Certificates and copies of any required endorsements shall be sent to:  
  
Los Angeles County Development Authority

Construction Management Unit-Atten: Ken Lee  
700 W. Main Street  
Alhambra, CA 91801  
Attention: Ken Lee

#### **9.4 Notices of Injury or Damage or Destruction**

The Contractor also shall promptly report to the LACDA any injury or property damage accident or incident, including any injury to a Contractor employee occurring on the LACDA property, and any loss, disappearance, destruction, misuse, or theft of the LACDA property, monies or securities entrusted to the Contractor. The Contractor also shall promptly notify the LACDA of any third party claim or suit filed against the Contractor or any of its sub-contractors which arises from or relates to this Contract, and could result in the filing of a claim or lawsuit against the Contractor and/or LACDA.

#### **9.5 Additional Insured Status and Scope of Coverage**

The LACDA 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 LACDA. The LACDA 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 LACDA. The full policy limits and scope of protection also shall apply to the LACDA and its Agents as an additional insured, even if they exceed the LACDA's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

#### **9.6 Cancellation of or Change to Maintain Insurance**

The Contractor shall provide the LACDA with, or Contractor's insurance policies shall contain a provision that the LACDA 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 LACDA 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 LACDA, upon which the LACDA may suspend or terminate this Contract.

#### **9.7 Failure to Maintain Insurance**

The 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 the LACDA immediately may withhold payments due to Contractor, and/or suspend or terminate this Contract. The LACDA, at its sole discretion, may obtain damages from Contractor resulting from said breach. Alternatively, the LACDA may purchase the Required Insurance, and without further notice to Contractor, deduct the premium cost from sums due to Contractor or pursue Contractor reimbursement.

#### **9.8 Contractor's Insurance Shall Be Primary**

The 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 LACDA maintained insurance or self-insurance coverage shall be in excess of and not contribute to any Contractor coverage.

#### **9.9 Insurance Specifics**

##### **9.9.1 Waivers of Subrogation**

To the fullest extent permitted by law, the Contractor hereby waives its rights and its insurer(s)' rights of recovery against the LACDA 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.

##### **9.9.2 Sub-Contractor Insurance Coverage Requirements**

The Contractor shall include all Sub-Contractors as insureds under the Contractor's own policies, or shall provide the LACDA with each



Sub-Contractor's separate evidence of insurance coverage. The Contractor shall be responsible for verifying each Sub-Contractor complies with the Required Insurance provisions herein, and shall require that each Sub-Contractor name the LACDA and Contractor as additional insureds on the Sub-Contractor's General Liability policy. Contractor shall obtain the LACDA's prior review and approval of any Sub-Contractor request for modification of the Required Insurance.

**9.9.3 Deductibles and Self-Insured Retentions (SIRs)**

The Contractor's policies shall not obligate the LACDA to pay any portion of any Contractor deductible or SIR. The LACDA retains the right to require the Contractor to reduce or eliminate policy deductibles and SIRs as respects the LACDA, 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.

**9.9.4 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. The 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.

**9.9.5 Application of Excess Liability Coverage**

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

**9.9.6 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.

#### **9.9.7 Alternative Risk Financing Programs**

The LACDA 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 LACDA and its Agents shall be designated as an Additional Covered Party under any approved program.

#### **9.10 LACDA Review and Approval of Insurance Requirements**

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

### **10.0 TERMINATION**

#### **10.1 Termination for Convenience**

10.1.1 This Contract may be terminated, in whole or in part, from time to time, when such action is deemed by the LACDA, 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.

- A. After receipt of a notice of termination and except as otherwise directed by the LACDA, the Contractor shall:
- B. Stop work under this Contract on the date and to the extent specified in such notice, and
- C. Complete performance of such part of the work as shall not have been terminated by such notice.

10.1.2 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 8.41 - Record Retention and Inspection/Audit Settlement.

## **10.2 Termination for Default**

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

- A. Contractor has materially breached this Contract; or
- B. Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Contract; or
- C. 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 LACDA may authorize in writing) after receipt of written notice from the LACDA specifying such failure.

10.2.2 In the event that the LACDA terminates this Contract in whole or in part as provided in sub-paragraph 10.2.1, the LACDA may procure, upon such terms and in such manner as the LACDA may deem appropriate, goods and services similar to those so terminated. The Contractor shall be liable to the LACDA for any and all excess costs incurred by the LACDA, as determined by the LACDA, 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 sub-paragraph.

10.2.3 Except with respect to defaults of any Subcontractor, the Contractor shall not be liable for any such excess costs of the type identified in sub-paragraph 10.2.2 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 LACDA 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 sub-paragraph 10.2.3, the terms "Subcontractor" and "Subcontractors" mean Subcontractor(s) at any tier.

10.2.4 If, after the LACDA has given notice of termination under the provisions of this Paragraph 10.2, it is determined by the LACDA that the Contractor was not in default under the provisions of this Paragraph 10.2, or that the default was excusable under the provisions of sub-paragraph 10.2.3, the rights and obligations of the Parties shall be the same as if the notice of termination had been issued pursuant to Paragraph 10.1 - Termination for Convenience.

10.2.5 The rights and remedies of the LACDA provided in this Paragraph 10.2 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

### **10.3 Termination for Improper Consideration**

10.3.1 The LACDA 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 LACDA 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 LACDA shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default by the Contractor.

10.3.2 The Contractor shall immediately report any attempt by a LACDA officer or employee to solicit such improper consideration. The report shall be made either to the LACDA manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.

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

#### **10.4 Termination for Insolvency**

10.4.1 The LACDA may terminate this Contract forthwith in the event of the occurrence of any of the following:

- A. 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;
- B. The filing of a voluntary or involuntary petition regarding the Contractor under the Federal Bankruptcy Code;
- C. The appointment of a Receiver or Trustee for the Contractor; or

D. The execution by the Contractor of a general assignment for the benefit of creditors.

10.4.2 The rights and remedies of the LACDA provided in this Paragraph 10.4 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

#### **10.5 Termination for Non-Adherence of County Lobbyist Ordinance**

[Note: Board Mandated – Los Angeles County Code 2.160 – No alterations.]

The Contractor, and each LACDA Lobbyist or LACDA 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 LACDA Lobbyist or LACDA 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 LACDA may in its sole discretion, immediately terminate or suspend this Contract.

#### **10.6 Termination for Non-Appropriation of Funds**

Notwithstanding any other provision of this Contract, the LACDA shall not be obligated for the Contractor's performance hereunder or by any provision of this Contract during any of the LACDA's future fiscal years unless and until the LACDA's Board appropriates funds for this LACDA in the LACDA'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 LACDA shall notify the Contractor in writing of any such non-allocation of funds at the earliest possible date.

### **11.0 UNIQUE TERMS AND CONDITIONS**

#### **11.1 Ownership of Materials, Software and Copyright**

11.1.1 The LACDA shall be the sole owner of all right, title and interest, in and to all plans, diagrams, facilities, and tools (hereafter "materials") which are originated or created through the Contractor's work

pursuant to this Contract. The Contractor, for valuable consideration herein provided, shall execute all documents necessary to assign and transfer to, and vest in the LACDA all of the Contractor's right, title and interest in and to such original materials, including any copyright, patent and trade secret rights which arise pursuant to the Contractor's work under this Contract.

11.1.2 During the term of this Contract and for five (5) years thereafter, the Contractor shall maintain and provide security for all of the Contractor's working papers prepared under this Contract. LACDA shall have the right to inspect, copy and use at any time during and subsequent to the term of this Contract, any and all such working papers and all information contained therein.

11.1.3 Any and all materials, software and tools which are developed or were originally acquired by the Contractor outside the scope of this Contract, which the Contractor desires to use hereunder, and which the Contractor considers to be proprietary or confidential, must be specifically identified by the Contractor to the LACDA's Project Manager as proprietary or confidential, and shall be plainly and prominently marked by the Contractor as "Proprietary" or "Confidential" on each appropriate page of any document containing such material.

11.1.4 The LACDA will use reasonable means to ensure that the Contractor's proprietary and/or confidential items are safeguarded and held in confidence. The LACDA agrees not to reproduce, distribute or disclose to non-LACDA or non-County entities any such proprietary and/or confidential items without the prior written consent of the Contractor.

11.1.5 Notwithstanding any other provision of this Contract, the LACDA will not be obligated to the Contractor in any way under Paragraph 11.1 for any of the Contractor's proprietary and/or confidential items which are not plainly and prominently marked with restrictive legends as

required by sub-paragraph 11.1.3 or for any disclosure which the LACDA is required to make under any state or federal law or order of court.

11.1.6 All the rights and obligations of this Paragraph 11.1 shall survive the expiration or termination of this Contract.

## **11.2 COVID-19 Vaccinations of LACDA Contractor Personnel**

11.2.1 At the Contractor's sole cost, the Contractor shall comply with Chapter 2.212 (COVID-19 Vaccinations of County Contractor Personnel) of Los Angeles County Code Title 2 - Administration, Division 4. All employees of the Contractor and persons working on its behalf, including but not limited to, Subcontractors of any tier (collectively, "Contractor Personnel"), must be fully vaccinated against the novel coronavirus 2019 ("COVID-19") prior to (1) interacting in person with LACDA employees, interns, volunteers, and commissioners ("LACDA workforce members"), (2) working on LACDA and County owned or controlled property while performing services under this Contract, and/or (3) coming into contact with the public while performing services under this Contract (collectively, "In-Person Services").

11.2.2 The Contractor Personnel are considered "fully vaccinated" against COVID-19 two (2) weeks or more after they have received (1) the second dose in a 2-dose COVID-19 vaccine series (e.g. Pfizer-BioNTech or Moderna), (2) a single-dose COVID-19 vaccine (e.g. Johnson and Johnson [J&J]/Janssen), or (3) the final dose of any COVID-19 vaccine authorized by the World Health Organization ("WHO").

11.2.3 Prior to assigning the Contractor Personnel to perform In-Person Services, the Contractor shall obtain proof that such the Contractor Personnel have been fully vaccinated by confirming the Contractor Personnel is vaccinated through any of the following documentation: (1) official COVID-19 Vaccination Record Card (issued by the Department of Health and Human Services, CDC or WHO Yellow Card), which includes the name of the person vaccinated, type of



vaccine provided, and date of the last dose administered ("Vaccination Record Card"); (2) copy (including a photographic copy) of a Vaccination Record Card; (3) documentation of vaccination from a licensed medical provider; (4) a digital record that includes a quick response ("QR") code that when scanned by a SMART HealthCard reader displays to the reader client name, date of birth, vaccine dates, and vaccine type, and the QR code confirms the vaccine record as an official record of the State of California; or (5) documentation of vaccination from the Contractors who follow the CDPH vaccination records guidelines and standards. The Contractor shall also provide written notice to LACDA before the start of work under this Contract that its Contractor Personnel are in compliance with the requirements of this section. The Contractor shall retain such proof of vaccination for the document retention period set forth in this Contract, and must provide such records to the LACDA for audit purposes, when required by LACDA.

11.2.4 The Contractor shall evaluate any medical or sincerely held religious exemption request of its Contractor Personnel, as required by law. If the Contractor has determined that the Contractor Personnel is exempt pursuant to a medical or sincerely held religious reason, the Contractor must also maintain records of the Contractor Personnel's testing results. The Contractor must provide such records to the LACDA for audit purposes, when required by LACDA. The unvaccinated exempt Contractor Personnel must meet the following requirements prior to (1) interacting in person with LACDA workforce members, (2) working on LACDA or County owned or controlled property while performing services under this Contract, and/or (3) coming into contact with the public while performing services under this Contract:

A. A. Test for COVID-19 with either a polymerase chain reaction ("PCR") or antigen test has an Emergency Use Authorization ("EUA") by the FDA or is operating per the Laboratory Developed

Test requirements by the U.S. Centers for Medicare and Medicaid Services. Testing must occur at least weekly, or more frequently as required by LACDA or other applicable law, regulation or order.

B. Wear a mask that is consistent with CDC recommendations at all times while on LACDA or County controlled or owned property, and while engaging with members of the public and LACDA workforce members.

C. Engage in proper physical distancing, as determined by the applicable LACDA department that the Contract is with.

11.2.5 In addition to complying with the requirements of this section, the Contractor shall also comply with all other applicable local, departmental, State, and federal laws, regulations and requirements for COVID-19."

[Signatures on the following page]

## SIGNATURES

**IN WITNESS WHEREOF**, the LACDA and the Contractor, through their duly authorized officers, have executed this Contract as of the date first above written.

CONTRACTOR: (LEGAL NAME OF COMPANY)

By \_\_\_\_\_  
[Name of Contractor]  
[Title]

LOS ANGELES COUNTY DEVELOPMENT  
AUTHORITY

By \_\_\_\_\_  
Emilio Salas  
Executive Director

APPROVED AS TO FORM:  
DAWYN HARRISON  
Acting County Counsel

APPROVED AS TO PROGRAM: COMMUNITY  
AND ECONOMIC DEVELOPMENT DIVISION

By \_\_\_\_\_  
Talin Halabi  
Senior Deputy County Counsel

By \_\_\_\_\_  
Linda Jenkins  
Director

# BOARD LETTER/MEMO CLUSTER FACT SHEET

☒ Board Letter

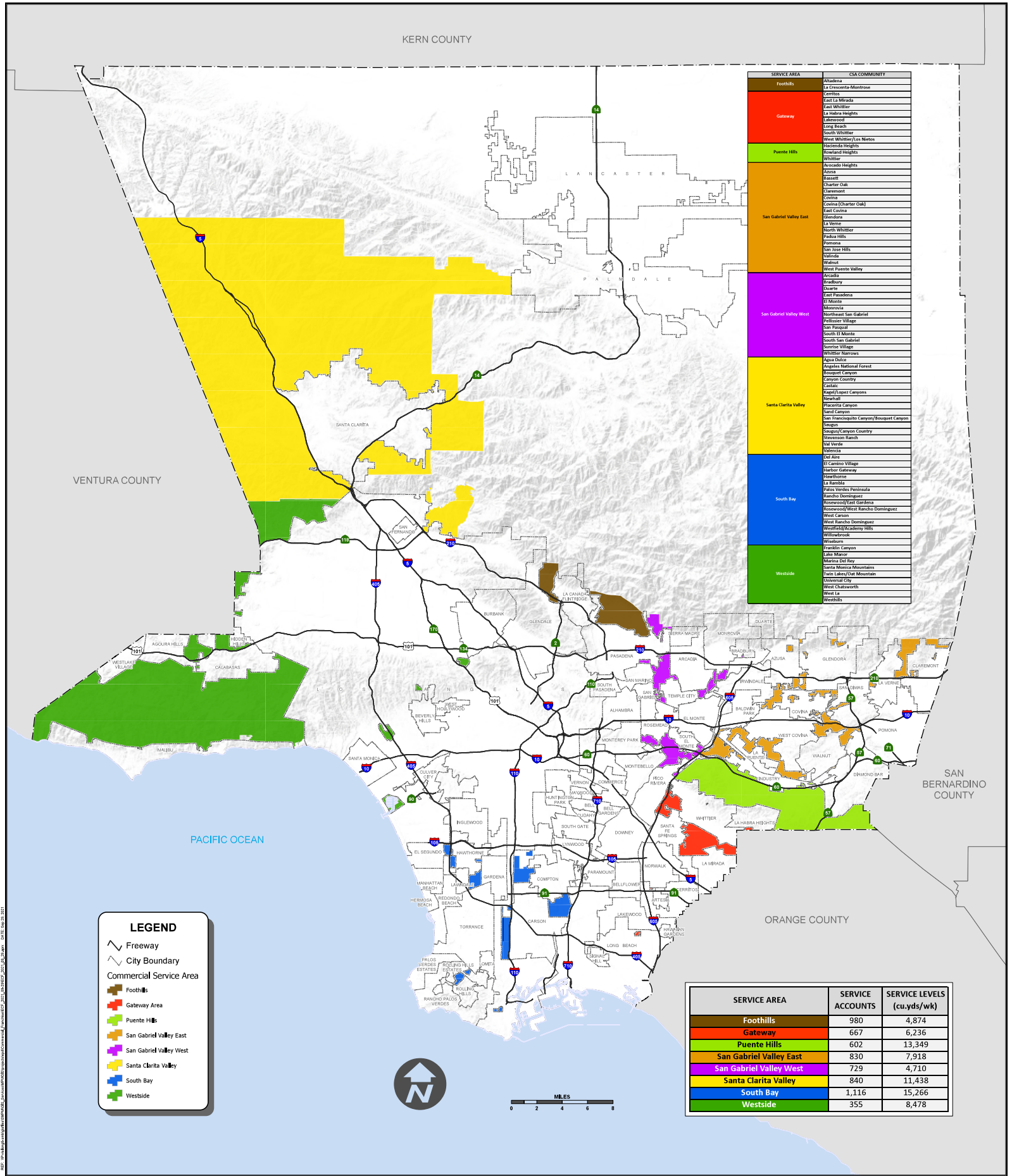
☐ Board Memo

☐ Other

<b>CLUSTER AGENDA REVIEW DATE</b>	5/11/2022	
<b>BOARD MEETING DATE</b>	6/14/2022	
<b>SUPERVISORIAL DISTRICT AFFECTED</b>	<input checked="" type="checkbox"/> All <input type="checkbox"/> 1 <sup>st</sup> <input type="checkbox"/> 2 <sup>nd</sup> <input type="checkbox"/> 3 <sup>rd</sup> <input type="checkbox"/> 4 <sup>th</sup> <input type="checkbox"/> 5 <sup>th</sup>	
<b>DEPARTMENT(S)</b>	Public Works	
<b>SUBJECT</b>	Award Eight Exclusive Commercial Franchise Contracts for Commercial Solid Waste Collection Services in the Unincorporated Areas of Los Angeles County	
<b>PROGRAM</b>	Transition to an Exclusive Commercial Franchise System.	
<b>AUTHORIZES DELEGATED AUTHORITY TO DEPT</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
<b>SOLE SOURCE CONTRACT</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain why:	
<b>DEADLINES/ TIME CONSTRAINTS</b>	California Senate Bill 1383: Short-Lived Climate Pollutants requires local jurisdictions to provide organic waste collection services beginning January 1, 2022. Approval of the recommended contracts are necessary to start providing organic waste collection services by August 1, 2022.	
<b>COST &amp; FUNDING</b>	Total cost: \$0	Funding source: N/A
	TERMS (if applicable): Find that the contract services are planned to start on August 1, 2022, and will terminate on July 31, 2032, for a term of 10 years with three 3-year renewal options for a potential maximum contract term of 19 years.	
	Explanation: The service rates will be billed directly to customers at an estimated total annual cost of \$50 million and will include a 14 percent franchise fee and will generate an estimated \$7 million in revenues in Fiscal Year 2022-23 for the 8 service areas.	
<b>PURPOSE OF REQUEST</b>	These contracts will provide standardized high-quality refuse, recycling, and organic waste collection services to all commercial customers; increase hauler accountability for customer service; require the use of clean alternative fuel vehicles, uniform recordkeeping and reporting; and establish additional recycling, organic waste management, and educational programs.	
<b>BACKGROUND (include internal/external issues that may exist including any related motions)</b>	<ul style="list-style-type: none"> <li>Since 2012, the existing Non-Exclusive Commercial Franchise System provided solid waste collection and recycling services to commercial customers, multifamily complexes of 5 units or more, and single-family residences that request dumpster service in the unincorporated communities excluding Garbage Disposal Districts.</li> <li>Currently, there are 18 non-roll-off and 7 roll-off only authorized waste haulers providing service to approximately 11,500 commercial accounts.</li> </ul>	
<b>EQUITY INDEX OR LENS WAS UTILIZED</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please explain how: Public Works developed exclusive service areas to promote competition and ensure reasonable service rates to all commercial customers by varying them in size, density, and service levels. Two service areas have lower total weekly service levels than the other six to ensure smaller waste haulers are able to compete.	
<b>SUPPORTS ONE OF THE NINE BOARD PRIORITIES</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please state which one(s) and explain how: Sustainability, by supporting the above listed program and Senate Bill 1383 organic waste collection services requirements.	
<b>DEPARTMENTAL CONTACTS</b>	Name, Title, Phone # & Email: Coby Skye, Deputy Director, (626) 458-4016, <a href="mailto:cskye@pw.lacounty.gov">cskye@pw.lacounty.gov</a>	



# EXCLUSIVE COMMERCIAL FRANCHISE AGREEMENT SERVICE AREA



SERVICE AREA	CSA COMMUNITY
Foothills	Altadena
	La Crescenta-Montrose
	Monrovia
Gateway	East La Mirada
	East Whittier
	La Habra Heights
	La Habra
	Long Beach
Puente Hills	West Whittier/Los Nietos
	Alhambra Heights
	Whittier
San Gabriel Valley East	Alhambra Heights
	Alhambra
	Arroyo Heights
	El Monte
	El Cerrito
	El Cerrito (Charter Oak)
	El Cerrito
	Glendale
	La Puente
	North Whittier
	Pasadena Hills
	Pomona
	San Jose Hills
	Valinda
	West
San Gabriel Valley West	West Puente Valley
	Arroyo
	Bradbury
	Chorale
	East Pasadena
	El Monte
	Monrovia
	North San Gabriel
	Pellissier Village
	San Gabriel
	South El Monte
	South San Gabriel
	Union Village
	Whittier Narrows
	Alhambra
Santa Clarita Valley	Angels National Forest
	Arroyo Canyon
	Canyon Country
	Claremont
	Apple/Lopez Canyons
	Newhall
	Pasadena Canyon
	San Canyon
	San Francisco Canyon/Bouquet Canyon
	Claremont
South Bay	San Gabriel
	San Gabriel
	San Gabriel
	San Gabriel
	San Gabriel
	San Gabriel
	San Gabriel
	San Gabriel
	San Gabriel
	San Gabriel
Westside	San Gabriel
	San Gabriel
	San Gabriel
	San Gabriel
	San Gabriel
	San Gabriel
	San Gabriel
	San Gabriel
	San Gabriel
	San Gabriel

**LEGEND**

Freeway

City Boundary

**Commercial Service Area**

Foothills

Gateway Area

Puente Hills

San Gabriel Valley East

San Gabriel Valley West

Santa Clarita Valley

South Bay

Westside

SERVICE AREA	SERVICE ACCOUNTS	SERVICE LEVELS (cu.yds/wk)
Foothills	980	4,874
Gateway	667	6,236
Puente Hills	602	13,349
San Gabriel Valley East	830	7,918
San Gabriel Valley West	729	4,710
Santa Clarita Valley	840	11,438
South Bay	1,116	15,266
Westside	355	8,478

Map of Southern California showing service areas in Kern, Lancaster, Palmdale, Santa Clarita, Ventura, San Bernardino, Orange, and Los Angeles counties. The map is color-coded by service area: Foothills (brown), Gateway (red), Puente Hills (green), San Gabriel Valley East (orange), San Gabriel Valley West (purple), Santa Clarita Valley (yellow), South Bay (blue), and Westside (dark green). Major freeways and city boundaries are also shown.



MARK PESTRELLA, Director

# COUNTY OF LOS ANGELES

## DEPARTMENT OF PUBLIC WORKS

*"To Enrich Lives Through Effective and Caring Service"*

900 SOUTH FREMONT AVENUE  
ALHAMBRA, CALIFORNIA 91803-1331  
Telephone: (626) 458-5100  
<http://dpw.lacounty.gov>

ADDRESS ALL CORRESPONDENCE TO:  
P.O. BOX 1460  
ALHAMBRA, CALIFORNIA 91802-1460

June 14, 2022

IN REPLY PLEASE  
REFER TO FILE:

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

Dear Supervisors:

**ENVIRONMENTAL SERVICES CORE SERVICE AREA  
AWARD EIGHT EXCLUSIVE COMMERCIAL FRANCHISE CONTRACTS FOR  
COMMERCIAL SOLID WASTE COLLECTION SERVICES IN  
THE UNINCORPORATED AREAS OF LOS ANGELES COUNTY  
(ALL SUPERVISORIAL DISTRICTS)  
(3 VOTES)**

**SUBJECT**

Public Works is seeking Board approval to award eight exclusive commercial franchise contracts to provide solid waste collection services for the following commercial franchise service areas: Foothills, Gateway, Puente Hills, San Gabriel Valley East, San Gabriel Valley West, Santa Clarita Valley, South Bay, and Westside. Solid waste collection services include the collection of refuse, recyclables, and organic waste from commercial, multifamily, and certain residential properties.

**IT IS RECOMMENDED THAT THE BOARD:**

1. Find that the proposed actions are not a project under the California Environmental Quality Act, or in the alternative, that the actions are exempt for the reasons stated in this Board letter and the record.
2. Find that the health, safety, and welfare of the public require that the County award exclusive commercial franchise contracts for the collection of solid waste from commercial, multifamily, and certain residential properties within the unincorporated areas of Los Angeles County excluding the communities of Acton, Agua Dulce, and the Antelope Valley areas, and all existing and proposed Garbage Disposal Districts.

3. Award an exclusive commercial franchise contract to provide solid waste collection services to the following contractors: American Reclamation for Foothills Service Area; Valley Vista Services for Gateway, Puente Hills, and San Gabriel Valley East Service Areas; Ware Disposal for San Gabriel Valley West Service Area; Waste Management (USA Waste of California) for Santa Clarita and South Bay Service Areas; and Waste Management (GI Industries) for Westside Service Area. The contracts shall be effective upon execution by the County and each respective hauler. The solid waste collection services are planned to start on August 1, 2022, and will terminate on July 31, 2032, for a term of 10 years with three 3-year renewal options for a potential maximum contract term of 19 years. The service rates will be billed directly to customers by the contractors at an estimated total annual cost of \$50 million and will include a 14 percent franchise fee, which will generate an estimated \$7 million in revenues in Fiscal Year 2022-23 for the eight service areas combined.
4. Authorize the Director of Public Works or his designee to (1) execute eight exclusive commercial franchise contracts to provide solid waste collection services for the eight service areas; (2) take all of the necessary and appropriate steps to carry out the contracts; (3) renew the contracts for each additional renewal option at the discretion of the Director of Public Works or his designee; (4) approve and execute amendments to incorporate necessary changes within the contract services; (5) suspend work if, in the opinion of the Director of Public Works or his designee, it is in the best interest of the County to do so; and (6) terminate contract(s) for convenience if mutually agreed by both parties.
5. Authorize the Director of Public Works or his designee to adjust the monthly service rates and fees for collection services billed directly to the customers in accordance with the terms of the contracts.

#### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

The recommended actions would provide solid waste collection services for the following commercial franchise service areas: Foothills, Gateway, Puente Hills, San Gabriel Valley East, San Gabriel Valley West, Santa Clarita Valley, South Bay, and Westside. The proposed contracts are to ensure all commercial customers in the unincorporated areas of Los Angeles County receive high-quality and cost-efficient refuse, recycling, and organic waste collection services.

Additionally, the exclusive commercial franchise contracts are necessary to ensure organic waste collection services for all commercial customers so that the County would be in compliance with Senate Bill (SB) 1383 (2016) organic waste regulations. These contracts will also assist the County in implementing programs and outreach and reporting the required organic waste regulations. These contracts will provide standardized high-quality refuse, recycling, and organic waste collection services to all commercial customers; increase hauler accountability for customer service; require the use of clean alternative fuel vehicles, uniform recordkeeping and reporting; and establish additional recycling, organic waste management, and educational programs. Additional benefits to the unincorporated communities and region include optimizing waste hauling route efficiency by no longer allowing multiple waste haulers to provide service in the same communities. Ultimately, this will lead to fewer collection trucks on the road, reduced traffic, reduced pollution, and reduced wear and tear on the roads.

### **Implementation of Strategic Plan Goals**

These recommendations support the County Strategic Plan: Goal II, Foster Vibrant and Resilient Communities; Strategy II.3, Make Environmental Sustainability our Daily Reality; and Objective II.3.4, Reduce Waste Generation and Recycle and Reuse Waste Resources. The recommended actions improve the environment, economy, and social well-being of our communities by providing solid waste collection services, which includes the collection of refuse, recyclables, and organic waste, which protects the environment and improves the quality of life of the residents and businesses within the franchise and surrounding areas.

### **FISCAL IMPACT/FINANCING**

There will be no impact to the County General Fund.

Upon approval by the Board, the service rates will be billed to customers by the contractors and the 14 percent franchise fee paid to the County by the contractors will generate an estimated total annual revenue amount of \$7 million for the 8 service areas combined. The franchise fee will provide the necessary funds to administer the exclusive commercial franchise contracts and will fund enhanced programs and services for customers. Administration includes the solicitation process and award of the contracts, complaint resolution, outreach material creation and review, contamination monitoring, and contractor and customer compliance monitoring. Enhanced services include expanded educational outreach, community meetings regarding collection services, site visits to increase diversion from landfills, and customer service support. This revenue is



included in the Solid Waste Management Fund (GD1) Fiscal Year 2022-23 Budget and will be included through the annual budget process for the remaining contract years.

The contract authorizes rate adjustments for customer service rates and fees as follows: The first rate adjustment will be on July 1, 2023, and annually thereafter based on annual changes in the Consumer Price Index for Trash and Garbage Collection. The contract authorizes rate adjustment increase of up to 5 percent per year over the maximum contract duration of 19 years. The contract also authorizes a rate adjustment increase due to applicable changes in law, changes in scope of services, and extraordinary circumstances up to 10 percent per year.

### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

Public Works is transitioning its existing non-exclusive commercial franchise to an exclusive commercial franchise in select County unincorporated communities.

Under the existing non-exclusive commercial franchise contracts, any private waste hauler that has a contract with Los Angeles County can offer solid waste collection and recycling services to businesses, multi-family complexes (of 5 units or more), and single-family residences that request dumpster service. There are 18 waste haulers with active contracts as of December 2021. Each waste hauler can offer different rates for different customers and schedule waste collection pickup at varying times and days, resulting in a lack of uniformity and potential disparity across the County.

The proposed exclusive commercial franchise contracts establish eight exclusive service areas that each allow a single-waste hauler to provide services in the respective service area. Under the exclusive franchise contracts, the selected waste haulers would provide waste management services including default trash, recycling, and organic waste collection service with rates structured per a customer's service level needs.

Title 20, Section 20.70.020 of the Los Angeles County Code authorizes the Board to award a nonexclusive, partially exclusive, or wholly exclusive franchise for certain solid waste handling services for unincorporated County areas. The awarded contractor shall pay a monthly franchise fee to the County in such amount as may be determined by the Board, expressed as a percentage of the monthly gross receipts of the contractor arising from the use, operation, or possession of the franchise. The recommended contracts include a 14 percent franchise fee.

Additionally, the proposed exclusive commercial franchise contracts will allow the County to develop programs, records, and reports required under Assembly Bills 939 (1989) and 341 (2012), SB 1383 (2016), and other applicable laws and regulations.

Effective January 1, 2022, SB 1383 requires all jurisdictions in the State to provide organic waste collection services to residents and businesses and divert such materials from landfills. Transitioning to an exclusive commercial franchise is critical to the County's compliance with State law.

The exclusive commercial franchise contracts are effective upon execution by the County and each respective contractor. The solid waste collection services will start on August 1, 2022, and will terminate on July 31, 2032, for a term of 10 years with three 3-year renewal options for a potential maximum contract term of 19 years.

Prior to the Director of Public Works or his designee executing the enclosed contract, the contractor will sign, and County Counsel will review the contract as to form (Enclosure A) prior to approving. The recommended contracts for the eight service areas were solicited on an open-competitive basis and in accordance with applicable Federal, State, and County requirements.

The exclusive commercial franchise contracts contain terms and conditions consistent with the Board's programs and policies. The enclosed table (Enclosure B) reflects the selected contractors' minority participation. Data regarding the contractor's minority participation is on file with Public Works. The contractors were selected upon final analysis and consideration without regard to race, creed, gender, or color.

Public Works has evaluated and determined that the Living Wage Program (Los Angeles County Code, Chapter 2.201) does not apply to this recommended contract. The eight exclusive commercial franchise contracts are not subject to Proposition A, as the Board's authority to award the franchise contracts for solid waste handling services is expressly provided by statute.

### **ENVIRONMENTAL DOCUMENTATION**

The recommended actions are either not subject to the California Environmental Quality Act (CEQA) because they are activities excluded from the definition of a project by Section 21065 of the California Public Resources Code and Section 15378, Subdivision (b) of the State CEQA Guidelines or, in the alternative, are exempt pursuant to Class 15061(b)(3) of the Guidelines because it can be seen with certainty that the actions will not have a significant adverse impact on the environment. The collection and

disposal of solid waste is not only mandated and regulated by State law, but an essential service for the public health, safety, and welfare. The proposed change in service providers or awarding of a new franchise agreement for existing services will not result in significant impacts on the environment.

Upon the Board's approval of the recommended actions, Public Works will file a Notice of Exemption with the County Clerk in accordance with Section 21152 of the California Public Resources Code.

### **CONTRACTING PROCESS**

On November 10, 2021, a notice of the Request for Proposal (RFP) was placed on the County's "Doing Business with the County" website (Enclosure C), Public Works' "Business Opportunities" website, Twitter, and in advertisements placed in the *Los Angeles Daily Journal* and nine other newspapers. Also, Public Works informed 1,538 Local Small Business Enterprises, 179 Disabled Veteran Business Enterprises, 169 Social Enterprises, 801 Community Business Enterprises, and 195 independent contractors and community business enterprises about this business opportunity.

On February 1, 2022, fifteen proposals were received for providing solid waste collection services for the exclusive commercial franchise service areas, see enclosed map (Enclosure D). The proposals were first reviewed to ensure that they met the minimum requirements in the RFP. One proposal did not meet the requirements and was disqualified. The 14 remaining proposals that met these requirements were then evaluated by an evaluation committee consisting of Public Works staff. The evaluation was based on criteria described in the RFP, which included proposed annual amount for providing collection services, experience, work plan, references, financial resources, history of disputes, actions, contests, debarments, and environmental history; and was conducted utilizing the Informed Averaging methodology for applicable criteria. Based on these evaluations, it is recommended that exclusive commercial franchise contracts be awarded to the highest-rated, apparent responsive, and responsible proposers for each service area.

### **IMPACT ON CURRENT SERVICES (OR PROJECTS)**

These contracts will provide standardized high-quality solid waste collection services, which includes the collection of refuse, recycling, and organic waste collection services for the unincorporated areas of Los Angeles County. The award of these contracts will continue the services without disruption to the public and will not result in the

The Honorable Board of Supervisors  
June 8, 2022  
Page 7

displacement of any County employees as these services are presently contracted with the private sector.

**CONCLUSION**

Please return one adopted copy of this Board letter to Public Works, Environmental Programs Division.

Respectfully submitted,

MARK PESTRELLA, PE  
Director of Public Works

MP:PH:ak

Enclosures

c: Chief Executive Office (Chia-Ann Yen)  
County Counsel  
Executive Office

# Enclosure A



Part I

Sample Contract

BETWEEN  
COUNTY OF LOS ANGELES BOARD OF SUPERVISORS  
AND

**[name of waste hauler]**

**FOR PROVISION OF COMMERCIAL SOLID WASTE COLLECTION SERVICES**

(2022-\_\_\_\_)

FOR THE SERVICE AREA(S) OF

**[name of service area]**

WITH A SERVICE COMMENCEMENT DATE AS EARLY AS

**[ insert Commencement Date ]**

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This exclusive franchise contract (CONTRACT) is made and entered into on \_\_\_\_\_, 2022, by and between COUNTY of Los Angeles Board of Supervisors, acting in their capacity as the governing body COUNTY of Los Angeles (COUNTY), and [Name of CONTRACTOR], a [State of Incorporation] [Form of Entity], located at [Full Address of the Contractor], (hereinafter referred to as CONTRACTOR).

## SECTION 0 - RECITALS:

**Purpose.** To limit the wear and tear on COUNTY streets, reduce pollution from Collection and Vehicle exhaust, increase customer service accountability, ensure compliance with Federal, State, and local laws, including Assembly Bills (AB) 341, 939, 1826, and Senate Bill (SB) 1383, by improving program implementation performance and reporting accuracy, and facilitate more efficient CONTRACT administration and enforcement by COUNTY staff.

**Solid Waste Haul Permits.** County of Los Angeles Department of Public Health issues permits to haulers for the hauling of Solid Waste with requirements to protect public health and safety, including frequency of Collection and Collection Vehicle maintenance. CONTRACTOR shall continue to obtain that permit and comply with all its provisions throughout the life of this CONTRACT; and

**Mandatory Solid Waste Diversion.** The State of California has found and declared that the amount of Solid Waste generated in California coupled with diminishing landfill space and potential adverse environmental impacts from land filling have created an urgent need for State of California and local agencies to enact and implement an aggressive, new integrated waste management program. Through enactment of AB 939, the State of California has directed agencies, such as COUNTY to Divert 50 percent of all Solid Waste through source reduction, recycling, and composting activities. The California Department of Resources Recycling and Recovery (CalRecycle) had granted COUNTY a timeline to achieve compliance with the AB 939 Diversion requirements to which COUNTY had met. Additionally, with the passage of Senate Bill 1383, COUNTY must comply with CalRecycle's requirements related to diversion of Organic materials such as Food Waste, Green Waste, and food-soiled paper, for the purpose of reducing short-lived climate pollutants such as methane and its impact on climate change. Non-compliance may subject the County to penalties and fines of up to \$10,000 per day. Continued compliance is based in part on executing and implementing this CONTRACT to secure cooperation with CONTRACTOR's AB 939 waste Diversion programs, record keeping, and reporting; and

**County Zero Waste Plan.** COUNTY Board of Supervisors adopted the Roadmap to a Sustainable Waste Management Future in 2014. It is a comprehensive plan for a waste free future and is a proactive approach to developing innovative policies for managing waste that further reduces COUNTY's reliance on landfills. It established the following intermediate and long-term disposal reduction targets: 80 percent Diversion from landfills by 2025, 90 percent Diversion from landfills by 2035, and at least 95 percent Diversion from landfills by 2045. The COUNTY updated the plan in 2021, referred to as the Zero Waste Plan; and

**Municipal Solid Waste Discarded in Containers.** The County has determined to provide for Municipal Solid Waste (MSW) Management Services in portions of Los Angeles County under the terms of this CONTRACT for reasons including the following:

- To enable businesses and residents located in the Service Area that discard Solid Waste in Dumpsters to receive quality MSW Management Services, and
- To provide COUNTY with programs, records, and reports that will help COUNTY comply with AB 939, AB 341, SB 1383, and other Laws.

**Compliance with Law.** CONTRACTOR shall perform Contract Services in accordance with all the Laws governing the safe Collection, transport, Recycling, and Disposal of Residential and Commercial Solid Waste, Including AB 939 and AB 341, SB 1383, Recovered Conservation and Recovery Act (RCRA), and Comprehensive Environmental Response Compensation and Liability Act (CERCLA).

**CONTRACTOR / “Arranger”.** Under this Contract, COUNTY may exercise control over the Disposal or other disposition of the Solid Waste handled by the CONTRACTOR, commonly referred to as flow control. It may designate or determine the use of any given Solid Waste Facility. Although minimum scope of Contract Services, Service Specifications, and Service Standards are set forth in this CONTRACT, COUNTY has not, and by this CONTRACT does not, supervise Contract Services or assume title to Solid Waste; and

**Competitive Procurement.** COUNTY issued a Request for Proposals (RFP) or Invitation for Bids (IFB) to provide Contract Services under this CONTRACT. Private waste hauling companies submitted proposals or bids, including their proposed schedule of rates and charges. COUNTY selected the CONTRACTOR based, among other things, on CONTRACTOR's price proposal and work plan for Collection Services.

**Compensation.** The following describes the compensation allowed under this CONTRACT:

- Exhibit 7 provides for CONTRACTOR's compensation under Collection Services. Under this CONTRACT, the CONTRACTOR cannot charge its Customers more than the Customer Service Rates as stipulated in Attachment 7-2 Service Rates in Exhibit 7.
- CONTRACTOR is not allowed to add any surcharges in addition to the fees that were entered on Form PW-2 and PW-3, Schedule of Prices. Any fuel, environmental, or other fees must be included in the original bid and may not be added later.

**Franchise Authorization.** PRC Section 40059 specifically authorizes COUNTY to prescribe the terms and conditions of Solid Waste management services, including:

- The nature, location, and level/extent of services;
- The frequency of Collection;
- The means of Collection and transportation;

- The Service Rates and fees; and
- Whether the services are to be provided by means of nonexclusive, partially exclusive, or wholly exclusive franchise, contract, license, permit or otherwise.

County Code Chapter 20.70 authorizes Director to require franchises in any part of the unincorporated territory of COUNTY that is not served by a Garbage Disposal District.

**Franchise Development.** COUNTY and representatives of the private hauling industry met many times to discuss the scope of services, service specifications, Service Standards, and other Performance Obligations and to address the industry's questions, comments, and concerns.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

This CONTRACT applies to all Contract Services, unless specifically indicated otherwise.

## SECTION 1 - GRANT OF RIGHTS AND PRIVILEGES

### A. Requirements/Grant of Rights

#### 1. Grant of Rights and Privileges

COUNTY grants CONTRACTOR the right and privilege, together with the Performance Obligations, to provide Contract Services.

##### *a. Conditions*

- CONTRACTOR is ready, willing, and able to provide Contract Services;
- CONTRACTOR meets all its Performance Obligations,
- No CONTRACTOR Default has occurred as indicated in Part 3 of Exhibit 5; and
- CONTRACTOR fully and timely pays applicable Franchise Fees

##### *b. CONTRACTOR Acceptance*

CONTRACTOR accepts these rights and privileges together with Performance Obligations, subject to all terms and conditions in this CONTRACT and the exclusions in subsections B (Exclusions from Service) and C (Exceptions from Exclusivity) of this Section.

#### 2. Grant of Exclusive Franchise for Collection Services

COUNTY grants to CONTRACTOR and CONTRACTOR accepts the exclusive right and privilege to provide Contract Services in accordance with its Performance Obligations, by making independent arrangements with County Commercial Franchise Customers as defined in item A1 of Exhibit 3A1, Collection may be primarily in Dumpster Containers, but may also include Carts and Roll-offs (excluding C&D) within the Service Area awarded to the CONTRACTOR as specified in this CONTRACT subject to all the terms and conditions in this CONTRACT and the exclusions in subsections B (Exclusions from Service) and C (Exceptions from Exclusivity) of this Section.

If a city annexes any portion of the Service Area, COUNTY shall replace the maps of the Service Area in item A1 of Exhibit 16 with new maps that reflect deletion of the annexed area on the date that the annexation becomes effective.

### B. Exclusions from Service

Notwithstanding any provision to the contrary contained herein, the following are excluded from the right and privilege granted to CONTRACTOR under this Contract:

**1. Solid Waste to be Self-Hauled**

This CONTRACT excludes the right and privilege that CONTRACTOR Collect, transport, and Divert/Dispose Solid Waste that Persons Self-Haul. Anyone, including Persons performing services other than MSW Management Services (such as roofers and gardeners) at those Premises, may Collect in receptacles other than Container provided by CONTRACTOR, transport in their own Vehicles, and themselves Dispose of some or all the Solid Waste generated at those Premises.

**2. Donation or Selling of Solid Waste or Edible Food**

This CONTRACT excludes the right and privilege to Collect Solid Waste (Refuse, Recyclables, and Organics) or Edible Food that Occupant/Customer donates or sells to Persons other than CONTRACTOR.

**3. Organic Waste Onsite Management**

This CONTRACT excludes the right and privilege to Collect Organic Waste that Occupant manages on the site where it is generated, such as onsite Composting.

**4. Micro-Haulers**

This CONTRACT excludes the right and privilege to Collect Organic Waste that Occupant provides to COUNTY approved/contracted Micro-Hauler. The COUNTY allows Customers to utilize Micro-Haulers to Collect, transport, and Divert part or all their Organic Waste that they generate, including but not limited to the Collection of Manure, landscaping, and Food Waste.

Customers serviced by the Micro-Hauler will be transferred into the CONTRACTOR's franchise system if their weekly service level increases to more than the allowable service level under a Micro-Hauler of one 64-gallon Container of Organic Waste per week. The CONTRACTOR shall work with Micro-Haulers to transfer large Organic accounts into the franchise system when the Customers are located within their Service Area(s).

**5. COUNTY and Third-Party Agencies**

This CONTRACT excludes the right and privilege to provide Collection Services to Premises owned or controlled by any of the following entities:

- COUNTY or any other entity governed by the Board of Supervisors;

- State of California;
- Federal government;
- Any city;
- Any public-school district;

This CONTRACT does not prohibit CONTRACTOR from executing separate contracts with those entities to provide MSW Management Services.

If CONTRACTOR provides such services to any of the entities described above, CONTRACTOR shall report to COUNTY and include it in their Customer list report as indicated in item A1 of Section 10.

Additionally, the CONTRACTOR will not be required to pay the COUNTY any Franchise Fees for these Customers.

CONTRACTOR's failure to comply with any of the requirements of this Section may result in Liquidated Damages, in accordance with Exhibit 12-D2 Liquidated Damages.

#### **6. Residential and Multifamily Premises with Carts Services**

This CONTRACT excludes the right and privilege to provide Collection Services to Residential and Multifamily Premises (4 Units or Less) that receive services under an exclusive franchise awarded by the COUNTY for Cart service (such as an Exclusive Residential Franchise Contract for Provision of Refuse, Recyclables, and Green Waste Automated Cart Services at Residential Premises and Certain Multifamily Premises) which includes some mobile home parks. Additionally, the Director in its sole discretion may assign an Authorized Residential Franchise Waste Hauler to provide service to Multifamily Premises (5 Units or More) that have Carts service per individual unit and no Dumpsters.

However, this provision does not apply to Residential Premises who operate a business and utilize Carts for Collection Services. The Director may assign the Authorized Commercial Franchise Waste Hauler to provide service to these Customers.

Residential Customers with Carts and a business can be serviced by the Authorized Commercial Franchise Waste Hauler with Director approval.

#### **7. Garbage Disposal District**

This CONTRACT excludes the right and privilege to provide Collection Services to Premises that include Residential, Multifamily, and Commercial properties in a Garbage Disposal District. Garbage Disposal Districts are not included in the Service Area.

**8. Non-Exclusive Commercial Franchise Customers**

This CONTRACT excludes the right and privilege to provide Collection Services to Premises located in the Acton, Agua Dulce, and Antelope Valley (AV) areas, which shall remain under the non-exclusive commercial franchise system. The Acton, Agua Dulce, and AV areas are not included in the Service Area maps.

Additionally, this CONTRACT excludes the right and privilege to provide Collection Services to NBC Universal studios and their temporary shooting locations, which shall remain under the non-exclusive commercial franchise system.

**9. Material Exceptions**

The following types of materials are not subject to this CONTRACT and shall be designated as exempt materials. These exempt materials may be Collected and taken to a licensed Disposal site or Recycling facility by the Customer or Occupant of the Premises, or their agent, at the owner's or Occupant's expense, in accordance with COUNTY policy and Municipal Code requirements, with the exception of Construction and Demolition (C&D) Debris, which must be handled by a permitted waste hauler subject to requirements in County Code Chapter 20.87. Exempt materials include:

- Medical Waste
- Hazardous Waste
- Radioactive Waste
- Pharmaceutical Waste
- Construction and Demolition (C&D) Debris

**10. Unauthorized Collectors**

CONTRACTOR acknowledges and agrees that the COUNTY may permit other Persons besides CONTRACTOR to Collect any and all types of materials excluded from the scope of this CONTRACT, as set forth above, without seeking or obtaining approval of CONTRACTOR.

If CONTRACTOR can produce evidence that other Persons are servicing Collection Containers or are Collecting and transporting Solid Waste in a manner that is not consistent with this CONTRACT or the County Code, it shall report as indicated under item A3 of Section 10.

**11. Rights Under California Public Resources Code Section 49520*****a. Exclusion***

This CONTRACT excludes the right and privilege for providing Contract Services with any Person who is receiving Solid Waste



handling services from a Solid Waste enterprise that has the statutory right to continue to provide Solid Waste handling services to that Person under PRC Section 49520 *et seq.*

***b. Acknowledgements Regarding Statutory Rights***

CONTRACTOR acknowledges:

***(1) No Statutory Rights***

CONTRACTOR affirms that it does not have any statutory rights under PRC Section 49520 *et seq.* that arise from providing services under this CONTRACT. This affirmation is not a relinquishment of any rights because no statutory rights exist.

***(2) Expired Term***

This CONTRACT is an exclusive franchise.

Upon expiration of this CONTRACT, no unexpired Term will remain. CONTRACTOR will have no right to continue providing Contract Services, MSW Management Services, or Solid Waste handling services under PRC Section 49520 *et seq.*

***(3) Terminated CONTRACT***

If COUNTY exercises its remedy to terminate this CONTRACT for CONTRACTOR fault, CONTRACTOR will have no right to continue providing Contract Services, MSW Management Services, or Solid Waste handling services under PRC Section 49520.

***(4) Contract Claims***

CONTRACTOR does not have the right to make any claim under PRC Section 49520, but only under this CONTRACT.

***c. Stop Contract Services / Procure New Services***

In accordance with PRC Section 49523, based on the mutually satisfactory terms of providing Collection Services set forth in this CONTRACT and receipt of compensation therefore, upon expiration or termination of this CONTRACT, CONTRACTOR shall stop providing Contract Services even if the expiration or termination occurs before the end of the period described in PRC Section 49520. In advance of, or upon expiration or termination of this CONTRACT, COUNTY may acquire one or more agreements for

MSW Management Services with CONTRACTOR or other Persons. Those agreements may be exclusive, partially exclusive, or wholly exclusive franchises, contracts, licenses, permits or otherwise, with or without competitive bidding.

### **CONTRACTOR Obligations Applicable to all Exclusions from Service**

CONTRACTOR shall report to the COUNTY and maintain a record of all Customers located within their Service Area that qualify for exclusion of services such as Customers that Self-Haul or self-manage Organic Waste. Upon determining a Customer is Self-Hauling or self-managing their Organic Waste, the CONTRACTOR shall provide a written notice to the Customer informing them that they must register with the COUNTY as a Customer that Self-Hauls or self-manages Organic Waste, as applicable. The CONTRACTOR shall provide the written notice that is developed by the COUNTY.

## **C. Exceptions from Exclusivity**

### **1. Emergency Services**

This CONTRACT is not exclusive in regard to Collection of Solid Waste during emergencies, as described in Section 11. Under this Section, CONTRACTOR may be requested to perform work in other COUNTY Franchise areas, Garbage Disposal Districts, cities, or Counties. Likewise, other waste haulers may be requested to provide Solid Waste services within this Service Area. Service shall be provided at the same rate as the Customer Base Rates for Businesses. See Commercial Service Rates Schedule in Exhibit 7, Attachment 7-2.

### **2. Collection of Manure in Dumpsters at Residential Premises**

This CONTRACT is not exclusive in regard to Collection, transportation, and Disposal/Diversion of Manure in Dumpsters discarded by either the Commercial Franchise or Residential Franchise Customers. Residential Customers that request Manure Dumpsters have the option to select Collection Services from either an Authorized Exclusive Commercial Franchise Waste Hauler or an Authorized Residential Franchise Waste Hauler. This applies to Manure-only Dumpsters for Residential Customers.

### **3. Collection of Construction and Demolition (C&D) Debris**

This CONTRACT is not exclusive in regard to Collection, transportation, and Disposal/Diversion of Construction and Demolition Debris. Construction and Demolition Debris must be handled in accordance with the requirements in County Code Chapter 20.87 and by a hauler with all appropriate Public Health permits. Customers have the option to select any properly permitted Construction and Demolition Debris waste hauler as long

as the selected waste hauler has an agreement with the COUNTY to haul Construction and Demolition Debris.

#### **D. Fees to COUNTY**

In consideration for exclusive franchise rights granted under this CONTRACT, CONTRACTOR shall pay COUNTY the Franchise Fee at the time and in the amount and manner established from time to time by COUNTY ordinance or resolution of the Board of Supervisors. CONTRACTOR shall not separately identify the Franchise Fee in correspondence with Customers, including in Terms and Conditions, bills, or invoices.

CONTRACTOR acknowledges the following:

- The elimination of competition with private persons for Contract Services under this exclusive franchise has significant monetary value to CONTRACTOR, and the franchise fee is consideration for that exclusivity.
- The franchise fee is a cost of doing business, like capital, fuel and labor costs.
- Paying COUNTY the franchise fee is an obligation of CONTRACTOR and not an obligation of Customers.

#### **E. Ownership of Solid Waste**

This CONTRACT does not purport to grant CONTRACTOR ownership over Solid Waste. The right to possession or ownership of Solid Waste placed at the Set-Out Site for Collection, Organic Waste (including Green Waste and Food Waste), Recyclables, and E-waste, will be determined in accordance with existing law and is not affected by this CONTRACT. COUNTY acknowledges that it has no ownership rights in Solid Waste and that CONTRACTOR may provide for transfer of ownership in the Terms and Conditions.

The COUNTY makes no representations or warranties with respect to content of Solid Waste, any Solid Waste Disposal characterization study, or projections by Solid Waste material type. COUNTY expressly disclaims any representations and warranties, either express or implied, as to the merchantability or condition of Solid Waste for any purpose.

CONTRACTOR will not make any claim against the COUNTY based on any estimates, statements or interpretations made by any officer, employee, agent, or consultant of the COUNTY in connection with the procurement of this CONTRACT, including the COUNTY's Request for Proposals, which differ from the actual under this Franchise.

## SECTION 2 - TERM OF CONTRACT

### A. Term of Contract Services

This CONTRACT is effective and binding on the Execution Date. It expires on the Expiration Date. Certain Performance Obligations survive expiration or termination of this CONTRACT under subsection B below.

**“Commencement Date”** is the first date of service: January, XX, 2022.

**“Term”** is the period beginning on the Execution Date and ending on the Expiration Date.

**“Execution Date”** is the date both COUNTY and CONTRACTOR mutually sign this CONTRACT.

**“Expiration Date”** is any of the following days, as may be extended described in the following subsection A1 of this Section:

- [July 31, 2032] in Contracts, or
- As earlier date that the Contract terminates in accordance with Part 6D of Exhibit 5.

#### 1. Extensions of the CONTRACT Term

Director shall have the sole option to extend the initial Term of this CONTRACT under the following subsections A2, A3, and A4.

#### 2. Three, 3-Year Extensions

Director may, in his sole discretion, extend the Term of this CONTRACT for up to three additional three-year periods.

#### 3. Six, 1-Month Extensions

Director may, extend the Term of this CONTRACT up to six times, each time in an increment of one to 6 months for a total of no more than 6 months. For example, the Director may first extend the Term for 3 months, subsequently extend it for two more months, and lastly extend it for one more month.

#### 4. Contract Extension Cumulative

The contract extensions are cumulative and may be exercised in any order. For example, after the end of the initial Term, Director may issue three 3-year extensions, one 3-month extension, followed by one 1-month extensions.

**5. Transition to Next Waste Hauler**

Certain obligations of CONTRACTOR survive the termination of this CONTRACT as provided under subsection B6 below.

**6. Notification to CONTRACTOR**

Director may notify CONTRACTOR of the intent to extend this CONTRACT no later than the following:

- 90 calendar days before a 2-year extension begins and 30 calendar days before an extension of any other duration.

**B. Obligations Upon Expiration or Termination of CONTRACT**

The following provisions will survive the expiration or termination of this CONTRACT:

**1. Acknowledgements**

All acknowledgments, including those in the following Sections:

- Item B of Section 1 (inapplicability of PRC 49520)
- Item C of Section 2 (no recovery of undepreciated asset value)
- Item A of Section 3 (no COUNTY responsibility for supervising or performing Collection Services)
- Item A of Section 9 (Record maintenance)
- Part 6 of Exhibit 5 (interpretation of this CONTRACT)

**2. Representations and Warranties**

All representations and warranties, including those made in accordance with the following Sections:

- Part 6 of Exhibit 5 with respect to review of this CONTRACT
- Item B of Section 14, Authority to Execute
- Attachment 5-8H, CONTRACTOR's Representations and Warranties

**3. Indemnities**

All Indemnities.

**4. Payments**

All obligations to pay any due and payable monetary amounts or requests for those amounts, including:

- Payment of Transfer Deposits and Transfer Costs
- Damages under item D of Section 12
- Refund due to Customers that pay Customer Service Rates in advance of Customer Service
- Any Franchise Fees

## **5. Records and Reports**

All obligations to maintain and submit Records and Reports, including:

- The final Annual Report
- Information with respect to Solid Waste Facilities
- Copies of certificates of insurance or other evidence of coverage
- Records of Disposal
- Notice of Destruction of Records of Disposal
- Inspection and audit
- Copies of education and outreach completed
- Records of Non-Collection Notices including supporting documentation

## **6. Provisions Surviving Expiration Date**

Any other provisions of this CONTRACT and rights and obligations of the Parties stated to survive the Expiration Date, including:

- This subsection B6 (cooperation during transition; removal of Containers), and
- Subsection C (no recovery of undepreciated asset value).

### ***a. Cooperation During Transition***

If CONTRACTOR is not awarded a new CONTRACT to allow CONTRACTOR to continue to provide MSW Management Services substantially similar to Contract Services in this Service Area after the expiration or termination of this CONTRACT, CONTRACTOR shall cooperate fully with Director and the succeeding contractor, licensee, permittee, or other provider of MSW Management Services to assure a smooth, efficient, orderly, timely, and effective transition.

### ***b. Transfer or Removal of Containers***

#### **(1) If County Exercises Container and/or Cart Lids Purchase Options**

If upon expiration or termination of this Collection CONTRACT the COUNTY purchases any or all Containers and Cart lids under item C10 of Exhibit 3A1, CONTRACTOR will transfer

ownership of those Containers and Carts to COUNTY with documentation satisfactory to COUNTY no later than 7 days after the expiration or termination.

**(2) If County Does Not Exercise Container and/or Cart Lids Purchase Options**

If upon expiration or termination of this Collection CONTRACT the COUNTY does *not* purchase any or all Containers and Cart lids under item C10 of Exhibit 3A1, then the CONTRACTOR will remove remaining Containers on COUNTY request no later than the following dates:

(a) The date Customers receive replacement Containers,

or

(b) 2 months after the expiration or termination of this Collection CONTRACT.

**7. Container Purchase Option**

COUNTY may purchase Containers as specified in item C10 of Exhibit 3A1.

**C. Undepreciated Assets**

If any of CONTRACTOR's Service Assets remain undepreciated upon the expiration or earlier termination by COUNTY of this CONTRACT, CONTRACTOR has no right to recover amounts equal to the undepreciated asset value from COUNTY or Customers, and neither COUNTY nor Customers are obligated to compensate CONTRACTOR for any undepreciated asset value.

CONTRACTOR acknowledges that when exercising its option to extend the Expiration Date, COUNTY need not consider whether any Service Assets are not fully depreciated as of the Expiration Date, and that CONTRACTOR invested in and depreciated those Service Assets in CONTRACTOR's sole discretion.

## SECTION 3 - SCOPE OF SERVICES AND SPECIFICATIONS

### A. Prescribed Scope

#### 1. Collection Services

CONTRACTOR shall provide Contract Services in accordance with Exhibit 3A1 to the following Premises in the Service Area:

- Premises in the Service Area that were (1) receiving service up to the Execution Date from a non-exclusive Franchisee under a COUNTY Franchise for Non-Exclusive Commercial Solid Waste Collection Services, and (2) included in CONTRACTOR's franchise grant under this Collection CONTRACT, such as Commercial Premises, *unless* and *until* they un-subscribe from Contract Services and
- Upon request, Premises in the Service Area that are (1) not receiving Solid Waste handling services on the Execution Date but (2) are included in CONTRACTOR's franchise grant under this Collection CONTRACT, including Commercial Premises, and (3) subscribe to Contract Services.

#### 2. General

Contract Services include providing Goods, Services, and Property necessary to meet Performance Obligations, including:

- Labor and supervision;
- Software and hardware, including Records of Customer subscription and complaints, billing, and routing, and system utilized by Director to track Collection Services;
- Leases; subleases; installment purchase agreements, including with respect to Vehicles and Carts;
- Equipment, including Vehicles, Carts, or other Containers (such as for special events);
- Supplies; such as plastic bags and cardboard boxes for community cleanup projects and/or special events.
- Insurance, bonds, or other performance security if the insurer, surety, or another provider is an Affiliate or a captive of CONTRACTOR or any Affiliate;
- Maintenance and Office-administration facilities, and their contents,
- Legal, risk management, general, and administrative services.

CONTRACTOR must provide Contract Services in accordance with Service Specifications and Service Standards. Nevertheless, CONTRACTOR has the freedom and discretion to determine the means, manner, or method of providing Contract Services.



CONTRACTOR acknowledges that in entering into this CONTRACT, COUNTY is not responsible for supervising CONTRACTOR or for performance of any Contract Services.

CONTRACTOR shall choose the Solid Waste Facilities, unless otherwise directed by COUNTY as referenced in item D of Exhibit 3A1. In addition, COUNTY is not the owner or titleholder of any material Collected, transported, Disposed of, or otherwise handled by CONTRACTOR.

Any work performed outside the Performance Specifications without Director's prior written approval will be deemed to be a gratuitous effort by CONTRACTOR. CONTRACTOR shall have no claim against COUNTY for any consequential or related liabilities.

## **B. Change in Scope of Services**

### **1. Collection Services**

Director may change the scope of Collection Services and Service Standards in accordance with Part 5 of Exhibit 5, subject to any adjustment in the Customer Service Rates in accordance with item A of Section 7.

### **2. Service Area Boundary**

The Director may adjust Service Area boundaries to account for new development near the Service Area. CONTRACTOR may request a Rate Adjustment only if a boundary results in greater than 10% change of the Service Area's total weekly service level.

## **C. Vehicles**

### **1. General**

CONTRACTOR shall use Vehicles of appropriate numbers, sizes, capacities, and functions required for the efficient Collection of different types of Solid Waste, such as Refuse, Recyclables, Organic Waste, and Bulky Items. CONTRACTOR shall also provide non-compacting Vehicles for the Collection of E-waste, white goods and any other material that contains chlorofluorocarbons. Vehicles shall be so constructed such that Solid Waste or liquids will not blow, fall, sift, or leak out of the truck into the street. CONTRACTOR shall equip Vehicles with a shovel, broom, and petroleum absorbent agents.

CONTRACTOR shall comply with all local, state and federal Laws, regulations and requirements such as vehicle, engine and fuel standards, including, but not limited to, South Coast Air Quality Management District Rule 1193 and any Laws, rules and regulations superseding it.

CONTRACTOR shall comply with any additional requirement with respect to the Vehicles as set forth in this Section.

## 2. Alternative Fuel Vehicles

By 2025, all Vehicles used for automated Collection must use Liquid Natural Gas or Compressed Natural Gas fuel, or other alternatives to diesel fuel, as approved by Director unless Contractor Documentation provides otherwise with respect to Collection at Premises that are difficult to serve as described in item L of Exhibit 3A1.

## 3. Automation

CONTRACTOR shall Collect Refuse, Recyclables, and Organic Waste in automated Collection Vehicles, except CONTRACTOR may Collect the following materials in non-automated Collection Vehicles:

- a. Bulky Items including E-waste
- b. Holiday trees
- c. Solid Waste discarded at Set-Out Sites that are Difficult to Service

## 4. Renewable Natural Gas (RNG) Procurement

CONTRACTOR shall procure RNG derived from recycled Organic Waste that meets SB 1383 regulations Section 18993.1(h) requirements in the amount of, at least, 25% of their total fuel usage for servicing their Service Area.

CONTRACTOR shall agree that the COUNTY has the sole right to report this RNG procurement towards the COUNTY's fulfilment of its annual recovered Organic Waste product procurement target defined in accordance with 14 CCR Section 18993.1.

CONTRACTOR shall maintain records of all fuel contracts and purchases and provide to COUNTY upon request in addition to fulfilling reporting requirements stipulated under item A2 of Section 10 Reports. CONTRACTOR will be exempt from this requirement if fuel equivalency used for CONTRACTOR's Collection Vehicles exceeds 75% electric. If CONTRACTOR's fuel equivalency used exceeds 75% electric, then CONTRACTOR's remaining non-electric fuel usage shall be SB 1383 eligible RNG.

CONTRACTOR may propose an alternative procurement plan, as listed in item J4 of Exhibit 3A1, with justification for why RNG procurement is not feasible or reasonable, provided the plan meets the RNG equivalent of 25%

total fuel usage and the requirements of SB 1383, Article 12, Section 18993.1(h). Implementation of such plan is subject to COUNTY approval.

**5. Extra Vehicles**

CONTRACTOR shall maintain enough back-up Vehicles to replace similar types of Vehicles in the event of breakdowns, complaints, and emergencies. Director may specify a minimum number of backup Vehicles.

**6. Scales**

Within 6 months of Director's request, all automated Collection Vehicles are to have the ability to weigh each Container as it Collects from each Occupant's Set-Out Site. This data is to be connected to each service address and submitted upon Director's request.

**7. Vehicle Maintenance**

CONTRACTOR shall maintain Vehicles reasonably clean, and in good mechanical condition, and well painted, all to the satisfaction of Director. CONTRACTOR shall maintain Records of inspections and maintenance of all mechanical equipment that CONTRACTOR uses to provide Contract Services, including Vehicles. CONTRACTOR will use Vehicles that are safe to operate, in accordance with the requirements promulgated by COUNTY Department of Public Health, California Highway Patrol, South Coast Air Quality Management District, manufacturer, and all other applicable Federal, State, County, and local laws and regulations. CONTRACTOR shall allow Director to view all inspection and maintenance Records and shall provide Director with those Records upon request.

CONTRACTOR is not required to provide new Vehicles on the Commencement Date or to retire Vehicles of any specified age. However, CONTRACTOR shall not operate Vehicles that repeatedly breakdown or leak. CONTRACTOR shall replace a Vehicle that Director determines to be of unsatisfactory operating condition, such as one that is frequently breaking down and delaying services, leaking fluids, making excessive noise, or exhibiting other significant issues identified by Director.

**8. Safety Equipment**

All Collection equipment used by CONTRACTOR shall have appropriate safety markings including, but not limited to, highway lighting, flashing and warning lights, clearance lights, and warning flags. All such safety markings shall be subject to the approval of COUNTY (if different from the markings commonly used by CONTRACTOR) and shall be in accordance with the requirements of the California Vehicle Code, as may be amended from time to time. All Collection Vehicles shall be equipped with audible back-up warning devices.

**9. Vehicle List**

CONTRACTOR shall use only Vehicles that have been submitted to and approved by the Director. CONTRACTOR shall submit a complete list of Vehicles, including back-up Vehicles, using the applicable reporting form, accessible through LA County's Data Management System and update it as Vehicles change.

**10. Vehicle Billboards**

CONTRACTOR shall equip automated Collection Vehicles with frames on both sides capable of securing signs measuring approximately 30 inches by 90 inches or another dimension approved by Director. CONTRACTOR shall design, print, and install signs on each frame promoting Recycling of Recyclable materials and Organic materials, Diversion and safe handling of Unpermitted Waste or other topics as requested by Director, with text, graphics, and design approved by Director, up to six times throughout the CONTRACT term. CONTRACTOR shall ensure that the appropriate Director-approved signs are affixed to the Vehicle always. Director reserves the right to interchange any of the six signs up to four times per Contract Year. CONTRACTOR shall not use the billboards for commercial advertising.

**11. Vehicle Identification**

CONTRACTOR's name or other name, as approved by Director, Vehicle identification number and logo shall appear on all Vehicles.

Collection Vehicle Technology All Vehicles used for Collection Services, shall be equipped with a Global Positioning System (GPS). GPS data will be maintained by CONTRACTOR either directly or through a third-Party service. The GPS shall be able to track a Vehicle's route with lines or dots superimposed on a map.

**12. Global Positioning System (GPS)**

All Vehicles used for Collection Services, shall be equipped with a Global Positioning System (GPS). GPS data will be maintained by CONTRACTOR either directly or through a third-Party service. The GPS shall be able to track a Vehicle's route with lines or dots superimposed on a map.

The GPS shall gather the following data: date, time, speed, direction, location (address) and shall be able to generate Reports. CONTRACTOR shall retain all data for a minimum of 30 calendar days or other duration approved by Director.

The minimum (ping frequency of occurrence that GPS data is received from the Vehicle) shall be at least every one minute for fully automated Collection and at least every ten seconds for other Collection Vehicles, when within the Service Area.

CONTRACTOR may propose an alternate tracking system or device that results in similar results and data for Director approval.

CONTRACTOR must provide to Director at no additional cost or expense any software or licenses required to view recording or data. Director may request Reports from CONTRACTOR to track the location of Collection Vehicles in real time and to generate Reports as needed. CONTRACTOR shall provide copies of Reports within two business days of receiving Director request. Request may be for a specific time or a geographic location (e.g., between 10:00 a.m. and 11:00 a.m., or 1200 block of Main St.). CONTRACTOR's failure to provide Reports requested by Director within time specified by Director may be considered an admission of fault for the purposes of assessing Liquidated Damages. For example, if CONTRACTOR does not give Director a requested Report, within a period specified by Director, to verify that a Vehicle Collected all Containers on an identified block, Director may assume that CONTRACTOR did not Collect those Containers and assess Liquidated Damages.

## SECTION 4 - SERVICE STANDARDS

### A. Public Health and Safety; Nuisances

CONTRACTOR shall immediately Report to Director any public health and safety or nuisances listed below.

#### 1. Litter

CONTRACTOR shall immediately clean up all litter it caused. If CONTRACTOR services an over-filled Container where the lid cannot be closed, any litter must be cleaned.

When Collecting any Bulky Items, CONTRACTOR shall also clean up all litter within a 3-foot radius of the site from which CONTRACTOR Collected the Bulky Item. CONTRACTOR shall ensure that each Vehicle is properly staffed and equipped for this purpose.

#### 2. Spills

CONTRACTOR shall enclose or cover Solid Waste that it transports in Vehicles, debris boxes, hoppers, compactors, or any other Containers. CONTRACTOR shall prevent Solid Waste from escaping, dropping, spilling, leaking, blowing, sifting, falling, or scattering from Vehicles ("Spills") during Collection and transportation. CONTRACTOR shall not transfer loads from one Vehicle to another Vehicle unless necessitated by mechanical failure or accidental damage to a Vehicle. CONTRACTOR shall immediately clean up any Spills on any alley, street, or public place.

#### 3. Leaking

CONTRACTOR shall prevent oil, hydraulic fluid, paint, or other liquid from leaking from its Vehicles. CONTRACTOR shall ensure that each Vehicle carries petroleum absorbent agents and other appropriate cleaning agents and if any liquid leaks from a Vehicle, CONTRACTOR shall immediately cover, treat, or remove the liquid materials from the ground, as necessary, and apply the necessary cleaning agent to minimize the adverse impact of the liquid materials.

#### 4. Noise

CONTRACTOR shall conduct Collection as quietly as possible, in compliance with noise levels prescribed by Applicable Law, including County Code Section 12.08.520-Refuse Collection Vehicles. CONTRACTOR shall cause the least possible obstruction and inconvenience to public traffic or disruption to the peace and quiet of the Service Area.

While on Residential streets, CONTRACTOR shall minimize the noise for horses in the Public Right-of-Way. The Collection Vehicle shall park and not operate the Collection arm or compact the load while within 100 feet of a horse that is walking in the Public Right-of-Way.

## **B. Private Property**

CONTRACTOR shall obtain property owner consent to enter private driveways, alleys, streets, and parking lots in cases such as:

### **1. Private Property**

#### ***a. Acknowledgements***

CONTRACTOR acknowledges the following: Although there may be an implied waiver to access the front of Premises, a written consent may be advisable to access a side or rear yard. Additionally, private streets and driveways may not meet COUNTY's design standards and may not adequately withstand the weight of a Collection Vehicle.

#### ***b. Damage to Pavement: Waiver***

If CONTRACTOR operates Vehicles on private property, following Director approval, CONTRACTOR may require the property owner to allow CONTRACTOR's entry and waive liability for CONTRACTOR's damage to driveways or other pavement, in a form satisfactory to Director. CONTRACTOR is not obligated to require a waiver. A waiver will not relieve CONTRACTOR of its obligation to repair or replace damaged pavements if it caused the damage by its negligent or willful acts or omissions under Part 9C of Exhibit 5.

#### ***c. Personal Injury: Indemnity***

If CONTRACTOR enters private property whether in a Vehicle or by foot (for example to provide roll-out service), following Director approval, CONTRACTOR may require the property owner to hold harmless and indemnify CONTRACTOR in form satisfactory to Director. In that event, CONTRACTOR shall also require the property owner to hold harmless and indemnify COUNTY.

#### ***d. CONTRACTOR Indemnifies COUNTY***

Despite receiving COUNTY approval, CONTRACTOR shall indemnify and hold COUNTY harmless from liabilities related to entering Customers' Premises, whether CONTRACTOR acts in compliance or noncompliance with this Contract. This indemnification is in addition to CONTRACTOR's other Indemnifications.

**C. Non-Collection**

CONTRACTOR is not obligated to Collect in any of the following events prescribed in item A5 of Exhibit 3A1.

**D. Compliance with Civil Rights Law**

CONTRACTOR shall 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 disability, 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. Contractor shall comply with its EEO Certification (Form PW-7).

**E. CONTRACTOR Waste Reduction Practices**

Consistent with the Board of Supervisors' policy to reduce the amount of Solid Waste Disposed in landfills within COUNTY, CONTRACTOR shall use best efforts to practice waste reduction and implement procurement policies in providing Contract Services, including maintaining Records. In written correspondence with Customers and Director, CONTRACTOR shall use recycled paper that is labeled to indicate its recycled content.

CONTRACTOR shall offer Customers the option to go paperless by offering them electronic notifications.

**F. Customer Correspondence and Other Materials**

CONTRACTOR shall submit to Director for approval, written materials CONTRACTOR intends to distribute to Customers at least thirty County Business Days before printing, texting, e-mailing, or mailing the materials.

At Director's request CONTRACTOR shall distribute written information to its Customers and Occupants by including it within CONTRACTOR's mailings or by separate electronic distribution.

**G. Publicity and News Media Relations**

**1. Publicity**

Unless otherwise required by subsection F or subsection G.2, CONTRACTOR and its Affiliates, employees, consultants, agents, or subcontractors may, without Director approval, publicize its Contract Services or indicate in its proposals and sales materials that it has been



awarded this CONTRACT to provide Contract Services, if CONTRACTOR develops that publicity, proposals, or sales materials in a professional manner.

Neither CONTRACTOR nor any of its Affiliates, employees, consultants, agents, or Subcontractors may publish or disseminate commercial advertisements, news or press releases, opinions or feature articles using the name of COUNTY without the prior written consent of COUNTY's Chief Executive Officer and County Counsel.

**2. News Media Relations; Trade Journal Articles**

CONTRACTOR shall notify Director by telephone followed by e-mail of all requests for news media interviews related to the Contract Services (and not other communities) within 24 hours of receiving the request. Before responding to requests involving matters other than the Collection programs and scope of Contract Services, CONTRACTOR shall discuss CONTRACTOR's proposed response with Director.

CONTRACTOR shall submit copies of CONTRACTOR's draft news releases or proposed trade journal articles related to Contract Services to Director for prior review and approval at least four County Business Days in advance of release.

CONTRACTOR shall give Director copies of media interviews and news releases related to Contract Services within four County Business Days of their occurrence.

**H. Responsiveness to County**

CONTRACTOR shall meet the following standards:

**1. Normal**

Respond to COUNTY communications such as telephone messages, text messages, and e-mails no later than the next COUNTY Business Day. Acknowledge, at a minimum, that the CONTRACTOR has received the communication and provide an estimated time for a full response if the communication's issue cannot be immediately resolved.

**2. Emergency Telephone Messages**

Respond to any telephone message within one hour in cases of emergencies as required under item J1 of Section 4.

**3. Written Correspondence**

Respond to written correspondence from Director within one week of receipt.

**4. Meetings**

Meet with Director during Director's Office Hours within one week of Director's oral or written request at Director's offices or other location requested by Director.

**I. No Commingling of Solid Waste**

**1. No Commingling Between Areas**

CONTRACTOR may not commingle, in its Vehicles or otherwise, any Solid Waste that it Collects within the Service Area with any other Solid Waste that it Collects outside the Service Area, without prior written approval from Director.

For example, Director may allow Food Waste to be Collected from multiple jurisdictions to make Collection routes more efficient and therefore more cost effective. Additionally, Director may consider allowing commingling of Solid Waste during emergency situations.

Director may require documentation such as records of Customers, including Container capacities, in cities and in the Service Area, respectively. CONTRACTOR shall maintain Records with respect to Solid Waste Collected in the Service Area separately from records with respect to Solid Waste Collected outside the Service Area, including its weight.

**2. No Commingling of Different Materials**

CONTRACTOR shall not commingle, in its Vehicles or otherwise, any Solid Waste that it Collects with any other type of Solid Waste that it Collects within the Service Area, without prior written approval from Director, as detailed in item M of this Section and further required in item E4 of Exhibit 3A1. For example, if a Vehicle is on its route Collecting Refuse, it may not Collect Recyclables or Organic Waste until after it has emptied its Refuse load at the approved facility.

**J. Key Personnel**

CONTRACTOR acknowledges that it identified certain personnel and described their professional experience and qualifications in the proposal it submitted to Director about the procurement of this CONTRACT, and that COUNTY awarded this CONTRACT to CONTRACTOR based in part on those individuals' experience and qualifications. CONTRACTOR shall identify those personnel ("Key Personnel") in Contractor Documentation in Exhibit 17.

CONTRACTOR shall notify Director immediately of changes or upcoming changes in Key Personnel, including the professional experience and qualifications of the individual CONTRACTOR proposes to serve in place of a departing Key Personnel. Director may request CONTRACTOR to propose an alternative individual to serve in the position of the departing Key Personnel.

**1. Emergency Telephone Number**

CONTRACTOR shall maintain a local emergency telephone number disclosed to Director for use by Director outside CONTRACTOR Office Hours. CONTRACTOR shall make a representative available at the emergency number outside CONTRACTOR Office Hours who will return any emergency call as soon as possible and in any event within one hour.

**2. Lead Person**

CONTRACTOR shall assign a lead person(s), such as a route supervisor, to this Service Area. The lead person shall be responsible for ensuring that CONTRACTOR meets Performance Obligations. They shall spend as much time as possible in the Service Area. They shall act as a liaison between field crew and Director.

**K. Uniforms**

CONTRACTOR shall require its field employees to wear uniforms and prohibit them from removing any portions of their uniforms while providing Contract Services. Uniforms must meet the following specifications:

- Bear the CONTRACTOR's name, or other name approved by Director (for example, a DBA instead of a corporate name), and
- CONTRACTOR's logo.

**L. Confidentiality**

CONTRACTOR shall maintain the confidentiality of all records obtained from Director under this CONTRACT in accordance with all Applicable Law. CONTRACTOR shall inform all its officers, employees, agents, and Subcontractors providing Contract Services of this confidentiality obligation. CONTRACTOR acknowledges that these records may be subject to a Public Records Request made to COUNTY.

**M. Single-Pass Collection**

CONTRACTOR shall obtain Director's approval prior to implementing single-pass service. "Single-pass service" means that Customers may commingle and discard Refuse, Recyclables, and Organic Waste, and CONTRACTOR may Collect them in the same Container. If CONTRACTOR implements single-pass service, it shall

remove or replace the additional Collection Containers designated for Recyclables and Organic Waste from the Customer's Premises.

CONTRACTOR must separate those commingled Solid Waste materials at a High Diversion Organics Waste Processing Facility (HDOWPF) that complies with SB 1383 requirements and Divert them. CONTRACTOR shall maintain weight Records of commingled Solid Waste separately from weight Records of source-separated Solid Waste.

## **1. Approval**

If a Customer requests the single-pass service, CONTRACTOR shall request single-pass service for such Customer(s). CONTRACTOR may request single-pass service on behalf of Customer(s) if they consider Customers would benefit from this service. Requests must be approved by the Director and include the following:

- Proposed Customer(s) address(es), and service level(s)
- Written justification of the total miles of the entire route to provide this service
- Written consent from Customer(s) affected by the single-pass, and
- Notification to Customer(s) residing on the Premises being serviced.

## **2. Billing Fees**

If approved by Director, CONTRACTOR must charge Customers the total cost of providing this service. The billing fees shall be separated into two expense components.

- Disposal/Diversion Expense -This is the expense related to processing all the waste Collected through single-pass. This is the tip fee (\$ per ton) at the HDOWPF multiplied by the total single-pass Tonnage.
- Transportation Expense - This is the added expense related to sending one special truck from CONTRACTOR's yard to the Service Area and then to the HDOWPF. This expense shall be identified as a cost per mile as stipulated in Attachment 7-2, Service Rates of Exhibit 7. At the time of implementation, CONTRACTOR shall provide justification of the total miles of the entire route to implement the single-pass option. The total expense shall be the cost per mile multiplied by the total miles. The Director may assign differing percentages for distributing this expense among the customers if distance varies greatly to serve one Customer versus the other.

Contractor shall add the Disposal/Diversion Expense and the Transportation/Labor Expense for a total cost of implementation. Rates charged to Customer(s) shall be the total cost of implementation divided by total cubic yards serviced of all Dumpsters and/or Carts within the single-pass option, and then multiplied by each Customer(s) cubic yard single-pass service for their individual rate.

For example:

- 2 large Customers are approved for single-pass service
  - Customer A will have 40 cubic yards service
  - Customer B will have 80 cubic yards service
- CONTRACTOR identifies total tonnage collected is 15 tons (via weigh tickets) and tip fee is \$110/ton = \$1650
- CONTRACTOR identified \$10/mile and total single-pass route is 20 miles = \$200
- Customer A rate =  $\$1850/120\text{CY} \times 40\text{CY} = \$616.66$
- Customer B rate =  $\$1850/120\text{CY} \times 80\text{CY} = \$1233.33$

### **3. Customer Billing**

CONTRACTOR shall invoice single-pass Customers quarterly. CONTRACTOR must ensure they accurately bill Customers for all services provided. CONTRACTOR must provide Customers a 30-day notice prior to changing any billing rates.

**N. Professional Manner**

The services provided by CONTRACTOR shall be performed in a thorough and professional manner so that all Customers are provided at all times with reliable, courteous and high-quality Solid Waste handling services. To determine what is “professional” COUNTY may consider policies, standards, recommendations and other statements from associations whose members handle Solid Waste, such as the Solid Waste Association of North American (SWANA), the National Waste and Recycling Association, Association of County Engineers.

**O. Privacy**

**1. General**

CONTRACTOR shall strictly observe and protect the rights of privacy of Customers and Occupants. CONTRACTOR shall not reveal to a Person other than COUNTY any information identifying individual Customers and Occupants or the composition or contents of a Customer's Solid Waste to any Person unless under Section 9 or upon the authority of Law or upon valid authorization of the Customer. This provision may not be construed to excuse CONTRACTOR from its obligations to assist COUNTY in the preparation of Solid Waste characterization studies or waste stream analyses, keeping Records, making Reports, or assisting COUNTY on meeting Federal, State, and local requirements.

**2. Mailing Lists**

CONTRACTOR shall not market or distribute mailing lists with the names and addresses of Customers and Occupants.

**3. Privacy Rights Cumulative**

CONTRACTOR's obligations in this Section are in addition to any other privacy rights accorded Customers and Occupants under Applicable Law.

## **SECTION 5 -            ADDITIONAL CONTRACT PROVISIONS**

Exhibit 5 contains additional CONTRACT provisions that are incorporated by reference into the CONTRACT. Exhibit 5 includes the following parts:

- Part 1 General CONTRACT Requirements
- Part 2 Indemnification and Insurance
- Part 3 Suspension; Termination; Debarment Breaches and Defaults
- Part 4 Transfer of CONTRACT
- Part 5 General Provisions
- Part 6 Definitions and Interpretations of CONTRACT
- Part 7 Compliance with Laws and Regulations
- Part 8 Labor-Related Provisions Required in County Contracts

## SECTION 6 - CUSTOMER SERVICE

### A. Facilities

CONTRACTOR shall maintain both the following:

- A Vehicle maintenance yard, and
- Office at the address provided in Contractor Documentation in Exhibit 17.

CONTRACTOR may change the address by notifying Director in accordance with item A5 of Exhibit 17.

### B. Telephone Service

CONTRACTOR shall maintain a toll-free telephone number and meet the following criteria:

#### 1. Office Hours

CONTRACTOR shall provide a customer service representative to personally answer all calls to the toll-free number during CONTRACTOR Office Hours, including calls from Director, Customers, Occupants, and the public.

#### 2. After Hours

CONTRACTOR shall provide an answering machine to answer all calls to the toll-free number outside of CONTRACTOR Office Hours that allows callers to leave messages, such as reporting missed pick-ups and other complaints. CONTRACTOR shall further comply with County Code Section 20.72.160.

#### 3. On Hold Messaging

CONTRACTOR shall use Reasonable Business Efforts to broadcast public education messages while Customers are waiting on hold to talk to a customer service representative.

#### 4. Telephone Tree

CONTRACTOR shall require no more than two recorded options on a telephone tree before the caller speaks to a live customer service representative (for example, English/Spanish and residential/commercial service choices).



**5. Answer Speed**

CONTRACTOR shall use Reasonable Business Efforts to answer the telephone within four rings. CONTRACTOR shall answer 90 percent of all calls within the first 4 rings.

CONTRACTOR shall not leave the Customer on hold for more than ten minutes.

If Director determines that CONTRACTOR does not meet these Service Standards, Director may require that CONTRACTOR install additional telephone lines, hire additional customer service representatives, and make other customer service improvements without increasing Service Fees. Their determination will be based on whether the CONTRACTOR answers calls:

- Within five rings, based on at least three calls within one week, or
- 10 calls within one month.

**6. Bilingual**

CONTRACTOR shall respond to Customers and Occupants in English or Spanish as requested by the Customer or Occupant. Director may also require reasonable access to other languages such as through a translation service.

**7. Knowledgeable Staff**

CONTRACTOR shall provide customer service representatives with a knowledge of basic services in the CONTRACT. A supervisor with extensive CONTRACT knowledge is to be available to respond to questions or concerns by callers.

A representative answering a regional or nation-wide hotline with no CONTRACT specific training is not acceptable. Also, calling someone back after researching the correct answer is acceptable but providing the wrong information due to a lack of adequate training is not acceptable.

**C. Paperless/Electronic Information and Services**

**1. Website**

CONTRACTOR shall develop and maintain a website that includes the following information and Service options:

**a. Service Information**

Information such as Terms and Conditions form or service information, service brochures, newsletters, FAQ's, Holiday schedules, Christmas tree pick-up information, service changes, invoice explanations, allowable and forbidden discards, list of Recyclable and Organic materials, educational and outreach materials, notifications, alerts, and other information requested by Director.

***b. Bill Payment***

The ability for Customers to review and pay their bills online for all Collection Services including Extra Services Fees as referenced under item B3 of Section 7.

***c. Service Requests***

Requests for service Collection that is not regularly scheduled, including on-call Bulky Item Collections, requests for extra pickups, and service cancellations.

***d. Contact Us***

CONTRACTOR's contact information where Customers can register complaints and follow-up on complaint resolution.

***e. Link***

COUNTY may direct CONTRACTOR to add a link to Director's websites, such as but not limited to CleanLA.com, Smartbusiness.com and FoodDROPLA.com.

**2. Paperless/Electronic Notifications**

To reduce paper waste and reach more readers, CONTRACTOR shall offer their Customers the option to receive information via electronic notification. Information to be included in the electronic notification may include:

- Receiving service information described in preceding item C1a electronically, subsequently switching back to paper;
- Electronic billing under preceding item C1b;
- Making service requests under preceding item C1c; and
- Contacting CONTRACTOR under preceding item C1d.

CONTRACTOR shall give all educational messages and the template for service messages to Director for approval prior to sending to Customers. Upon Director's request, CONTRACTOR shall send messages provided by Director.

**3. E-mail Address**

CONTRACTOR shall maintain an e-mail address for use by Customers and Occupants and provide to Director upon request.

**D. Responses to Customer Complaints and Other Correspondence**

**1. Resolution of Complaints**

CONTRACTOR shall investigate all Customer and Occupant complaints including but not limited to service complaints such as missed pick-ups, customer billing and complaints related to non-compliance of SB 1383 requirements.

***b. Call/E-mail for Service***

CONTRACTOR shall maintain an e-mail address under preceding subsection C3 and telephone service under subsection B of this Section.

A call or e-mail from a Customer or Occupant to request a service or report an issue, such as a damaged container, is not considered a complaint.

***c. First Complaint***

CONTRACTOR shall address all Customer and Occupant complaints immediately and resolve them by the end of the next Service Day following Customer or Occupant contact or any reasonable time agreed upon between Customer or Occupant and CONTRACTOR. A Customer or Occupant should not have to call or e-mail to complain on the same issue because CONTRACTOR did not resolve it as previously committed by CONTRACTOR, such as a damaged Container was not repaired or replaced as committed.

***d. Second and Subsequent Complaints***

A Customer or Occupant should never have to call or e-mail to complain a second time on the same issue because CONTRACTOR did not resolve it as previously committed by CONTRACTOR.

***e. Investigation of SB 1383 Regulatory Non-Compliance Complaints***

The CONTRACTOR shall investigate any SB 1383 Regulatory Non-Compliance Complaints within their Service Area in efforts to assist the COUNTY in meeting the 90-day compliance deadline as stipulated in SB 1383 Regulations (14 CCR Section 18995.3(c)).

Upon CONTRACTOR completion of the investigation, the CONTRACTOR shall submit an investigation report that documents the investigation performed and shall recommend to the COUNTY on whether or not the entity investigated is in violation of SB 1383 based on the CONTRACTOR's investigation. The COUNTY shall make a final determination of the allegations against the entity.

## **2. Communications Log**

CONTRACTOR shall enter, log, and maintain Records of all communications and their resolution, in computerized format and in compliance with County Code Section 20.72.160. CONTRACTOR shall maintain that log. CONTRACTOR shall submit the log for the applicable quarter to Director with CONTRACTOR's Quarterly Report under item A1 of Section 10.

## **3. County's Reimbursement Costs**

If COUNTY employees or their contractors spend more than either of the following times resolving Customer complaints, then CONTRACTOR shall reimburse COUNTY its Reimbursement Costs that COUNTY incurred to resolve the complaint:

- Two hours in the aggregate resolving complaints from any single Customer that the Customer states have previously been filed with CONTRACTOR, or
- More than one hour in any work week (Monday through Friday) resolving complaints from different Customers.

The invoice for Reimbursement Costs should include all the following information:

- The address of the Premises being serviced,
- Customer who complained,
- Nature of complaint,
- Amount of time spent,
- Costs, including hourly fees for employees, agents or contractors who addressed the complaints, and
- Expenses, including phone and postage costs.

## **E. Service Interruption**

CONTRACTOR shall monitor the Public Works Road Closure website (<http://pw.lacounty.gov/roadclosures/>) for conditions that may cause service interruptions. CONTRACTOR shall not alter or interrupt its service schedule without Director approval.

CONTRACTOR shall alert all Customers and Occupants of any Director-approved interruption in service and when service will resume. CONTRACTOR may use any type of communication, including phone blast, e-mail blast, and text messaging. Examples of interruption include various reasons, such as road closures, extreme weather conditions, or breakdown of CONTRACTOR equipment.

## **F. Responsiveness to Customer**

Respond to communications such as telephone messages, text messages, and e-mails to the source that made contact no later than the next business day. If CONTRACTOR is unable to directly address the issue, CONTRACTOR shall respond with an acknowledgement to confirm receipt of message and indicate when the issue will be addressed.

Respond to United States Postal Service, Federal Express, or other courier provided correspondence from Customers or Occupants within one week of receipt.

## **G. Setting Up or Terminating Service**

### **1. New Customers**

- Obtain contact and service location information
- Explain services and charges
- Provide Customer Subscription Order form, Bill of Rights, most recent Bi-annual newsletter
- Mail brochure
- Offer Bulky Item Collection upon move-in/out
- Offer paperless/electronic notifications
- Deliver Containers
- Explain Organic Waste Diversion requirements and offer on-site training

### **2. Terminating Service**

CONTRACTOR shall give each Customer the option to terminate its terms and conditions without cause on 14-days' Notice. CONTRACTOR shall refund any advanced payment for service after termination. CONTRACTOR shall notify COUNTY immediately upon Customer request to terminate.

Additionally, upon Customer request to terminate Collection Services the CONTRACTOR must complete the following:

- Offer Bulky Item Collection
- Explain what to do with Containers
- Explain refund procedure for any prepaid services

**H. No Evergreen**

CONTRACTOR shall not include in the terms of Customer Subscription Orders or other service contract with its Customers any automatic renewals or extensions, colloquially referred to as "evergreen" clauses, which obligate a Customer to take affirmative, prescribed action in order to terminate the Customer Subscription Order (such as giving written notice within a specified time period before the stated expiration of the Customer Subscription Order).

**I. Term Limitation**

CONTRACTOR shall limit the terms of Customer Subscription Orders to no longer than the remaining term of this CONTRACT.

**J. No Charges**

CONTRACTOR shall not impose a charge on a Customer that terminates Collection Services with or without cause, including Liquidated Damages, penalties, or removal fees for any Carts, Dumpsters or Roll-off Containers.

**SECTION 7 - SERVICE RATES AND BILLING****A. Customer Service Rates**

The CONTRACTOR shall bill all Customers at rates not to exceed those specified In Attachment 7-2, of Exhibit 7 Service Rates. The CONTRACTOR shall be solely responsible for providing accurate billing statements and collecting billing payments from Customers. Billing shall be performed on the basis of services rendered, including the minimum base rate (includes Refuse, Recyclables, and Organic Waste) and Extra Services Fees, as applicable. COUNTY is not liable for paying any Customer's invoices, including delinquencies and surcharges relating to contamination.

CONTRACTOR shall charge Customers accordingly as stipulated in Attachment 7-2 Service Rates of Exhibit 7, meaning Commercial Business, Multifamily, and Residential Customers will each have distinct Service Rates.

**1. Uniform Rates**

CONTRACTOR shall charge Customers the same, uniform Customer Service Rates for the same Collection Services listed in Attachment 7-2, Service Rates of Exhibit 7. For example, one Customer should not be charged \$10 for Scout Service while another Customer is charged \$8.

**2. Base Rate**

The Minimum Default Collection Service includes a minimum base rate for the Collection of Refuse which is agreed upon by the Customer and includes an automatic subscription of a 96-gallon Cart for Recyclables and a 64-gallon cart for Organic Waste at no additional charge, Collected once per week. Additional service days and additional size Containers beyond the minimum base rate shall be charged according to the Service Rates Schedule listed in Attachment 7-2 of Exhibit 7.

**3. Extra Services Fees**

The CONTRACTOR shall charge Customers accordingly for additional services as listed in Exhibit 7, Extra Services Fees to Customers. Maximum rates shall not go beyond what is specified. Some additional services include scout service, container locks, contamination fees, and additional Bulky Item pickups. See full list in Exhibit 7, Attachment 7-2, Extra Services Fees.

**4. Roll-offs and Compactors**

Refuse, Recyclables and Organic Waste Collected in Roll-off Containers and compactors shall be billed to the Customer at the rates specified in Attachment 7-2 of Exhibit 7, Service Rates Schedule. Rates included are specified for temporary and permanent Roll-offs and compactors.

CONTRACTOR may provide Roll-off Containers for Construction and Demolition Debris. CONTRACTOR shall charge the Customer as indicated in Attachment 7-2 of Exhibit 7, Extra Services Fees.

**5. Rates for Customers with Waivers and Exemption**

CONTRACTOR shall charge the Customers with the discounted rates as set forth in Attachment 7-2 of Exhibit 7, for any Customers that have been granted any waivers and/or exemptions by the COUNTY as referenced in item B of Section 1.

CONTRACTOR shall ensure that accurate Records are maintained for such waivers and exemptions and Customers are billed properly.

**6. Senior Discount**

CONTRACTOR shall discount the Customer's Basic Service Rate by 25 percent applied to Elderly Customers at Residential Premises such as:

(a) Residential Customers who have Dumpster Collection Services for Refuse and meet the following requirements:

**(1) 62 or Older**

The Customer is age 62 or older as evidenced by a driver's license or other document issued by a governmental entity.

**(2) Head of Household**

The Customer is a head of household as evidenced by his or her name on utility or telephone bills for the involved premises.

**(3) Life-Line or Low Refuse Generator**

The Customer either: (a) qualifies for discounted utility rates based on financial need (such as those referred to as "life-line" rates) as evidenced by water, power, or telephone bill for the involved premises, or (b) generates small amounts of waste and for Refuse uses only one 32-gallon Cart.

**7. Rate Adjustments**



Initial Service Rates are set based on the maximum rates proposed in the Exhibit 7 of Attachment 7-2, Service Rates Schedule. The Service Rates will thereafter be adjusted using the Consumer Price Index (CPI) for Trash and Garbage Collection (CUUR0000SEHG02), as described in Exhibit 7, Rate Adjustments. The first Rate Adjustment will be effective July 1, 2023.

## **B. Customer Invoice and Payment**

### **1. Invoice Content**

CONTRACTOR shall include in its Customer invoice the following information:

#### ***a. Contact Information***

CONTRACTOR's telephone number, Office address, website and e-mail address for Customer complaints and questions.

#### ***b. Itemized Costs***

Itemize costs in accordance with services. CONTRACTOR shall not identify that portion of a Customer's invoice attributable to a Franchise Fee, if any.

#### ***c. Paperless Option***

A message promoting its website-based invoicing and payment system on all paper invoices sent to Customers.

At Director's request, CONTRACTOR shall promptly submit a copy of a Customer's invoice to Director.

### **2. Frequency**

CONTRACTOR shall invoice all Customers monthly, or an alternate frequency as approved by Director. Additionally, CONTRACTOR shall invoice single-pass Customers quarterly as set forth in item M of Section 4, Single-Pass Collection .

Collection Services including any surcharges are to be billed to all Customers one month in advance. Bills shall be sent on or before the first day of the billing period. Payment in full is due no later than the last day of the month.

If Customer fails to pay bill, see item B7 of this Section for actions to be taken.

### **3. Electronic Invoicing**

To reduce paper waste, CONTRACTOR shall make available and encourage to all Customers an electronic invoicing system at no additional charge. CONTRACTOR shall ensure that the electronic invoicing and payment website conforms to industry-standard practices for electronic commerce security. CONTRACTOR must ensure that these Customers receive invoice inserts such as newsletters either electronically or paper copies, as requested by Customer. Through CONTRACTOR's website, Customers may request to cease paper invoices and receive all invoices through e-mail or access them on CONTRACTOR's website.

**4. Inserts**

At Director's request, CONTRACTOR shall include a message and/or enclose with Customer's invoice all inserts prepared and provided by Director.

**5. Electronic Payment**

CONTRACTOR shall make available and encourage to all Customers an electronic payment system at no additional charge. This system will be website based and allow Customers to pay invoices through CONTRACTOR's website, both one-time and reoccurring. CONTRACTOR must allow credit card payments and may include direct bank routing or other payment methods.

**6. Refunds**

CONTRACTOR shall refund any overcharges to a Customer (including advance payments for Collection Services that are subsequently canceled) within 30 days after collection thereof. CONTRACTOR shall pay the Customer interest on overcharges (other than advance payments for subsequently canceled services) with interest thereon at ten percent per annum from the date originally overcharged until the date refunded.

**7. Late Payment**

Customer payment of bills are due to CONTRACTOR no later than the last day of the billed month. The following are the required warning notices and maximum allowable penalties for late payment. CONTRACTOR may be more lenient.

If payment is not received after 1.5 months, a reminder shall be sent to Customer indicating missed payment, balance due, and warning of ten percent late fee. If payment is not received by the last day of the second month, the account will become delinquent and an additional ten percent fee may be added to the balance. If payment is not received after 2.5 months, a second reminder shall be sent to Customer indicating missed payment, balance due including ten percent late fee, and warning of stopping service

and Container removal. If payment is not received after 3 months, Collection Service may be stopped. If payment is not received after 3.5 months, Collection Services may be interrupted by removing the Containers from the Premises and a \$25 interruption fee may be charged upon returning Containers to Premises. CONTRACTOR is to abide by any trespassing laws while removing Containers.

If Customer fails only to pay for surcharges for any or all special services in item A3 of Section 7, those special services shall be stopped without affecting other services. For example, if a Customer has an extra Refuse Container but is not paying the fee for the Container, the extra Container should not be Collected but all other Collection Services shall be provided.

A \$25.00 fee on returned checks (insufficient funds) may be charged to Customer.

**Plain Language Table**

Elapsed Time	Action
Before or on 1st day of the month	Bill sent to Customer
1 month	Bill due to CONTRACTOR
1.5 months	Reminder sent with warning of late fee
2 months	Unpaid bill delinquent, 10 percent late fee added
2.5 months	Reminder sent with warning of stop service, container removal, and interruption fee
3 months	Service stopped
3.5 months	Containers removed, \$25 interruption fee

The COUNTY may direct the CONTRACTOR to continue to provide Collection Services to delinquent Customers during health and safety emergencies (such as an earthquake, storm, or riot, pandemic or when Solid Waste is accumulating at Set-Out Sites for more than a week) as referenced in item B of Section 11.

## SECTION 8 - WASTE CHARACTERIZATION STUDY

### A. Participate with County Study

CONTRACTOR shall cooperate with Director in conducting Solid Waste characterization studies and waste stream audits. Cooperation includes all the following:

- Diverting Collection Vehicles from their regular route to alternate locations;
- Emptying all Solid Waste from Collection Vehicles; and
- Providing Collection, transportation, and Disposal of Solid Waste remaining after the study or audit.
- Providing copies of route maps

## SECTION 9 - RECORDS

CONTRACTOR's obligations and COUNTY's rights in this Section survive the term.

### A. Record Maintenance and Retention

#### 1. All Records

CONTRACTOR shall prepare and maintain all Records in accordance with generally accepted auditing principles during the Term and for an additional period of not less than five years after the Expiration Date or any longer period required by Applicable Law.

##### a. *Legal Requirements*

CONTRACTOR shall maintain all records required under Applicable Law, including:

(1) records pertaining to Solid Waste Collection, and Disposal under County Code Section 20.72.160.

##### b. *Inter-jurisdictional Routes*

###### (1) *Acknowledgement*

CONTRACTOR acknowledges that if CONTRACTOR erroneously attributes Solid Waste that CONTRACTOR Collects in incorporated cities, other counties or Garbage Disposal Districts with Solid Waste that CONTRACTOR Collects in the unincorporated areas of the COUNTY under this CONTRACT, then the COUNTY may be subject to fines for failure to Divert Solid Waste from landfill Disposal as required under AB 939.

###### (2) *Obligation*

CONTRACTOR shall comply with 14 CCR 18808.7 and maintain records used to prepare Reports submitted to COUNTY, including jurisdiction of origin necessary to determine the weight of Solid Waste that CONTRACTOR Collects in the Service Area. CONTRACTOR shall document the method by which it allocates Solid Waste Collection route that includes a jurisdiction other than the COUNTY.

## **2. Disposal Records**

CONTRACTOR acknowledges:

### ***a. Claims***

That COUNTY may need to respond to claims under CERCLA or similar Applicable Laws with respect to Disposal of Solid Waste.

### ***b. Quantity***

COUNTY's need to determine the quantity, location, and date of CONTRACTOR's Disposal of Solid Waste.

Therefore, CONTRACTOR shall establish and maintain a protocol for the retention and preservation of those Records, for a period of five years after the Expiration Date or any longer period required by Applicable Law, which protocol will document where CONTRACTOR Disposed of Solid Waste that it Collected (whether landfilled, incinerated, composted, or otherwise processed or marketed).

## **3. Notification**

CONTRACTOR shall give Notice to Director at least 30 days before destroying Records of Disposal at any time after the retention period referred to in item A1 of Section 9.

## **B. County Custody**

If Director has reason to believe that Records may be lost, discarded, or destroyed for any reason, Director may require that CONTRACTOR give COUNTY custody of any or all Records. Access to those Records will be granted to any Person duly authorized by CONTRACTOR. CONTRACTOR shall pay for storage cost.

## **C. Inspection and Review of Records**

Upon five Service Days' notice by telephone or writing, or a lesser amount of time in the event of extraordinary circumstances, Director and/or its contractor may inspect, review (including using outside contractor), excerpt, transcribe, and copy all Records at CONTRACTOR's Office during CONTRACTOR Office Hours. CONTRACTOR may maintain Records outside of COUNTY (1) if it promptly provides copies thereof to Director at Director's offices, (2) if Director, in its sole discretion, agrees to travel outside COUNTY and CONTRACTOR pays COUNTY's Reimbursement Costs.

In addition to travel costs, COUNTY will bear the expense of the review and of obtaining a copy of Records; however, within 30 days of Director Notice, CONTRACTOR shall reimburse COUNTY for COUNTY's Reimbursement Cost of

the expenses for the review if the review reveals a discrepancy of the lesser of 3 percent or \$2,500 between:

- The amount contained in the Records (e.g., the amount of Solid Waste Collected or Diverted), and
- Any representation or Report that CONTRACTOR made to COUNTY; Franchise Fee or other money paid to COUNTY; County Service Fees paid by COUNTY, or information that CONTRACTOR submitted to Director.

Director may give Notice to CONTRACTOR identifying any discrepancy.

CONTRACTOR shall pay any discrepant shortfall in Franchise Fee or other payments due COUNTY, or excess of County Service Fees, upon Director demand, including fees and charges for the late payment of Franchise Fees. Failure to make those payments will constitute a CONTRACTOR Default in accordance with Part 3 of Exhibit 5. In lieu of payment, Director in its sole discretion may (1) deduct that shortfall from amounts that COUNTY owes CONTRACTOR under this CONTRACT, other contracts, or any other obligation, or (2) draw that shortfall from the performance bond, letter of credit, certificate of deposit, or other form of performance assurance provided by CONTRACTOR in accordance with Section 15.

COUNTY will pay any discrepant shortfall in County Service Fees due CONTRACTOR up to COUNTY's maximum obligation for County Service Fees appropriated by COUNTY for purpose of this CONTRACT.

#### **D. Copies of Audits**

If anyone, including Federal or State auditors and auditors or accountants employed by CONTRACTOR or others, conducts an audit of CONTRACTOR specifically regarding this CONTRACT, then within 30 days of the audit report, CONTRACTOR shall file a copy of the audit report with County's Auditor-Controller and notify Director of the filing, unless otherwise provided by Applicable Law. Subject to Applicable Law, COUNTY shall make a reasonable effort to maintain the confidentiality of such audit report(s).

#### **E. Submission of Records**

CONTRACTOR shall submit to Director, without charge to COUNTY or charge to Customers, any Records relating to Diversion requested by Director to assist COUNTY in meeting obligations imposed by Federal, State, and local laws. CONTRACTOR shall submit those Records by using the data management system forms used for submitting Reports or as requested by Director.

#### **F. Public Record Request**

##### **1. Exclusive Property**

The following become the exclusive property of COUNTY:

- Any Record or other document that CONTRACTOR gives Director, including about the procurement of this CONTRACT (such as proposals);
- Any Record or other document that Director obtains about Director's audit or inspection under this CONTRACT, including books and accounting records.

The above Records or other documents become a matter of public record and shall be regarded as public records, *except* if CONTRACTOR marks them as a "trade secret," "confidential," or "proprietary," they will be deemed excluded from disclosure under Government Code 6250 et seq. (Public Records Act). However, if a requestor seeking records marked "trade secret," "confidential," or "proprietary" does not agree that the records are exempt, then COUNTY will notify the CONTRACTOR that such records will be produced, unless the CONTRACTOR intercedes and files an injunction or other action to legally prevent disclosure.

CONTRACTOR agrees that COUNTY shall not in any way be liable or responsible for the disclosure of any such records including, with limitation, those so marked, if law requires disclosure, or by an order issued by a court of competent jurisdiction.

**2. Defend, Indemnify and Hold COUNTY Harmless**

CONTRACTOR shall defend, indemnify and hold harmless County from all costs and expenses, including reasonable attorney's fees, in connection with any requested action or liability arising under the Public Records Act, including request for any of the Records or other documents marked "trade secret," "confidential," or "proprietary." CONTRACTOR releases COUNTY from liability or responsibility for disclosing Records or other documents including those so marked, if Applicable Law require disclosure, including an order issued by a court of competent jurisdiction.



## SECTION 10 - REPORTS

### A. Types and Content

#### 1. Quarterly Reports

The Director may request any Reports or data be reported prior to the Quarterly Reports submissions as referenced under subsection D of this Section.

Within 30 days after the end of each calendar quarter, or as determined by Director, CONTRACTOR shall submit the Quarterly Report for the preceding three (3) calendar months ending with that month to Director using the forms maintained on the data management system or provided by Director, which includes the following information:

##### *a. Tonnage Report*

CONTRACTOR shall report the total quantities in Tons of Materials Collected, Transferred, Processed, and Disposed by the CONTRACTOR. The report shall contain Tonnage data broken down by Container type Collected and must identify each Processing facility(ies) utilized for each Container type Collected.

##### *b. Rejected Recyclables and Organic Waste*

CONTRACTOR shall report the number of loads and Tons of Recyclables and Organic Waste rejected for Processing based on the Collection Container, together with the reason for rejection and facility at which the rejected materials were Disposed.

##### *c. Educational Materials*

CONTRACTOR shall report all educational materials distributed, and any events attended by CONTRACTOR to its Customers. Reports shall include dates when materials were distributed, along with the Service Area(s) it was distributed, location of events held, and which Customer type received the education material (i.e., Residential, Multifamily, Commercial, or all Customers).

##### *d. Non-Collection Notices*

CONTRACTOR shall report the total number of Non-Collection Notices issued, date/time of non-collection incidents, and the reasons for issuance including the list of Customers along with the Customer/Occupant information such as addresses, and service

levels. CONTRACTOR shall also provide dated photographic evidence of Non-Collection Notices issued and photographs of Customer non-collection incidents.

***e. Customer List***

CONTRACTOR shall report and provide a Customer list which includes all active and inactive accounts, account numbers, name associated with each account, Customer phone number, address and e-mail address, service site location address, level of service and material type Collected for each Container provided at each address, service day(s), additional services provided, indicate exemption or waiver type if applicable, and any other information associated with the Scope of Services as requested by Director.

Along with COUNTY's Customer list, the CONTRACTOR must provide their incorporated Customer list which should only include the Customer's service location addresses.

CONTRACTOR shall also indicate which Customers are not subscribed or adequately subscribed to Solid Waste Collection Services.

Additionally, CONTRACTOR shall report on Customers mentioned in subsection B of Section 1.

***f. Financial Report***

CONTRACTOR shall provide financial report(s) for all serviced Customers. Financial reports may also include a monthly billing and gross receipts report. The report(s) shall include and are not limited to, account number, account name, account address, service location/site address, invoice number, invoice date, billing amount/current charges in detail by billing description (i.e. 4YD FL Refuse, 3YD FL Recycle, late charge, etc.), payment received, payment date, payment type (i.e. check/cash/money order), account balance to date, and any other information as requested by Director.

***g. Customer Service Communications Log***

CONTRACTOR shall provide a copy of the customer service log which should include all service complaint activities and SB 1383 Regulatory Non-Compliance Complaints.

***(1) Service Complaints***

Logs shall include the Customer's information such as Occupant and/or Customer's phone number and/or e-mail

address, address, a summary of the type and number of complaints, missed pickups, and Non-Collection Notices and their resolution in a format acceptable by COUNTY.

**(2) SB 1383 Regulatory Non-Compliance Complaints**

CONTRACTOR shall report the number of complaints that were received and investigated, and if applicable, any educational materials issued to the Customer and resolution as referenced in item D1d of Section 6.

**h. Containers Removed Upon Director Request**

**(1) Carts or Dumpsters Stored in Right-of-Way**

CONTRACTOR shall report the number and addresses of Containers removed, fees charged, and Containers returned, per item C7d of Exhibit 3A1.

**i. Contamination Monitoring**

CONTRACTOR shall report the number of route reviews conducted for contamination monitoring and the number of times notices, violations, or targeted education materials were issued to Customers for Container Contaminants including the total number of Containers Disposed as Refuse due to the observation of Container Contaminants as described in item J1 of Exhibit 3A1.

**j. Facility List**

CONTRACTOR shall report and identify all Solid Waste Facilities used to Process all materials Collected. If utilizing a High Diversion Organic Waste Processing facility to Process Mixed Waste Collection, CONTRACTOR shall identify such facility and must include the Recycling and Disposal Reporting System (RDRS) identification number for the facility(s).

CONTRACTOR shall also report the facility tip fee and Diversion rates per Processed material group (e.g., Recyclables, Organic Waste, Food Waste and Mixed Waste).

**k. Customer Waivers**

CONTRACTOR shall maintain a record of waiver requests and COUNTY issued De Minimis and Physical Space waivers. CONTRACTOR records must reflect COUNTY Records and any changes to a Customer's eligibility shall be reported to the COUNTY immediately. CONTRACTOR shall also notify the COUNTY of

generators CONTRACTOR believes is eligible for a De Minimis and/or Physical Space waiver.

***l. Site Visits***

CONTRACTOR shall provide the Director a detailed summary Report of the site visits that were conducted and it shall include the following: No. of site visits performed during the quarter, the name and address of each Customer visited including the contact name and phone number, the date of each visit, any recommendations for service level changes, any outreach provided and summary of site visit and outcome.

***m. Commercial Edible Food Generators***

CONTRACTOR must report to COUNTY if they notice Edible Food in any Solid Waste Container and indicate the estimated percentage and/or pounds of Edible Food Disposed.

In addition, the Report shall include the Commercial Edible Food Generator's business name if applicable, the corresponding account holder name(s), account number, contact information, address, and photographic evidence of the Disposed Edible Food.

***n. Bulky Item Collections***

CONTRACTOR shall report all Customers that received Bulky Item Collection Services, number of pick-ups and number of items in each pick-up.

***o. Contamination and Other Fees***

CONTRACTOR shall provide to Director a list of Customers who were charged a contamination fee, Container violation fee or an extra pick-up fee as referenced In Exhibit 7, Attachment 7-2 (Extra Services Fees).

***p. Collection Route Maps***

CONTRACTOR shall e-mail changes in Collection route maps and schedule during the prior month.

***q. Special Events Collection***

CONTRACTOR must notify and report to COUNTY the Collection Services that CONTRACTOR provided at any special events located within the unincorporated communities of Los Angeles County.

The Report shall include the type of Collection Service provided (e.g., Refuse, Recycling and/or Organic Waste Collection) and service level, name and address of event, event coordinator contact information, and any other information associated with the event that may be requested by the Director.

Additionally, CONTRACTOR must notify COUNTY immediately if the special event includes any Edible Food activity.

## **2. Annual Report**

On or before each February 28, CONTRACTOR shall submit the Annual Report to Director in a form satisfactory to Director, for the preceding Calendar Year, including the following information:

### ***a. Solid Waste Diversion Program Implementation***

A Report of CONTRACTOR's compliance with its Performance Obligations with respect to Solid Waste Diversion program implementation during the preceding Calendar Year. This Report includes, but is not limited to, CONTRACTOR explanation of their Solid Waste Diversion efforts.

### ***b. Subcontractors***

An updated list naming all Subcontractors, the amount of Goods or Services that each Subcontractor provides to CONTRACTOR, and a description of CONTRACTOR's relationships to each Subcontractor (including ownership interests) in accordance with Part 5K of Exhibit 5.

### ***c. Collection Vehicle Compliance***

Each Vehicle's compliance with any applicable local, state and federal regulations and requirements including South Coast Air Quality Management District Rule 1193, Clean On-Road Residential and Commercial Collection Vehicles, and Diesel Particulate Matter Control Measures (13 California Code of Regulations 202 et seq.).

### ***d. Scavenging***

A narrative description of efforts made to deter and prevent unauthorized removal or scavenging of Recyclables.

### ***e. Vehicles***

An inventory of Vehicles assigned to the Service Area and information on each Vehicle including its number, fuel type, year,

make, model, license plate number, VIN number, assigned route with start and finish points, days of service, type of material Collected, and number of accounts being serviced. CONTRACTOR shall update and submit immediately if any Vehicle, route or information has changed during the prior year.

**f. *Procurement of Recovered Organic Waste Products***

**(1) *RNG Procurement***

CONTRACTOR shall report the total amount of renewable natural gas (RNG) procured by CONTRACTOR for use in automated Collection Vehicles dedicated for CONTRACTOR's Service Area, pursuant to Section 3C, in diesel gallon equivalents (DGE). The CONTRACTOR shall include copies of any receipts, invoices, or other similar documentation evidencing procurement.

**(2) *Alternative Procurement Plan (If Applicable per item J4 of Exhibit 3A1)***

CONTRACTOR shall include copies of any receipts, invoices, or other similar documentation evidencing procurement activities.

**g. *Processing Facility Reports***

**(1) *Plastic or Compostable Bags***

If CONTRACTOR Collects Organic Waste in plastic or Compostable bags, CONTRACTOR must provide a written representation and warranty from the Processing facility to the Director that the approved Organic Waste Processing Facility has and will continue to have the capabilities to Process and remove plastic or compostable bags when it recovers Source Separated Organic Waste.

**(2) *High Diversion Organic Processing Facility***

CONTRACTOR shall provide copies of quarterly and annual average Mixed Waste Organic content recovery rates for each High Diversion Organic Waste Processing Facility used by CONTRACTOR to demonstrate that the facility(ies) meets or exceeds the Organic Waste content recovery requirements specified in 14 CCR Section 18984.3.

(3) *Compostable Plastics*

If CONTRACTOR accepts Compostable Plastics, CONTRACTOR must provide a Written notification to the Director that the approved Organic Waste Processing Facility(ies) has and will continue to have the capabilities to Process and recover the Compostable Plastics included with the Source Separated Organic Waste transported to the approved Organic Waste Processing Facility.

(4) *Quarantined Organic Waste*

CONTRACTOR shall provide a record of all compliance agreements for quarantined Organic Waste that are Disposed of, including the name of Generator, date issued, location of final disposition, and the amount of quarantined Organic Waste that was required to be Disposed at a Landfill.

(5) *Temporary Equipment or Operations Failure*

If CONTRACTOR is granted a Processing facility temporary equipment or operational failure waiver in accordance with item D5 of Exhibit 3A1, CONTRACTOR shall report the following documents and information:

- a. The number of days the Processing facility temporary equipment waiver or operation failure waiver was in effect;
- b. Copies of any notifications sent to the Director pursuant to item D5 of Exhibit 3A1, and copies of COUNTY notices to CONTRACTOR pursuant to item D5 of Exhibit 3A1;
- c. Documentation setting forth the date of issuance of the waiver, the timeframe for the waiver; and,
- d. A record of the Tons of Recyclables, Organic Waste, and Mixed Waste materials redirected to an alternative Solid Waste Facility or Disposed at an approved Solid Waste Disposal Facility as a result of the waiver, recorded by Collection Vehicle or transfer vehicle number/load, date, and weight.

**3. Reports of Unauthorized Collectors**

As described in item B10 of Section 1, if CONTRACTOR discovers that any Person is providing MSW Management Services in the Service Area who is



not authorized by Director or is in Violation of Applicable Law, then CONTRACTOR shall promptly e-mail Director with the following:

- The identity and address of the Person ("Violator"), if known;
- The facts and documentation supporting CONTRACTOR's report; and
- Any other information or documentation about the Violator and CONTRACTOR's report that Director may reasonably request.

COUNTY acknowledges that CONTRACTOR may seek legal or injunctive relief against the Violator in accordance with Applicable Law to cease providing those MSW Management Services. Notwithstanding the foregoing, COUNTY is not liable to CONTRACTOR, and CONTRACTOR hereby releases COUNTY from liability for any act of a Violator.

#### **4. Legally Required Reports**

CONTRACTOR shall file all Reports required under Law, including County Code Section 20.72.50 (Area, Services, Rates and Schedules).

#### **5. Improper Solicitations**

CONTRACTOR shall immediately report any attempt by a COUNTY officer or employee to solicit improper consideration (including in the form of cash; discounts; service; or the provision of travel, entertainment, or tangible gifts), to:

(1) COUNTY manager charged with the supervision of the employee;

or

(2) the COUNTY Fraud Hotline at (800) 554-6861 or [www.fraud.lacounty.gov](http://www.fraud.lacounty.gov)

### **B. Submission of Reports**

CONTRACTOR shall submit Reports in a format compatible with COUNTY's computers and shall submit Reports using the following methods:

#### **1. Quarterly Reports and Annual Report**

Submitted via e-mail or other electronic form or printed copy, as determined by Director, in accordance with this Section and Section 12.

### **C. Reporting Adverse Information**

CONTRACTOR shall provide Director copies of all Reports, pleadings, applications, notifications, and notices of violation, communications or other material directly relating to its Performance Obligations submitted by



CONTRACTOR to, or received by CONTRACTOR from Regulatory Agencies, including any of the following:

- The United States or California Environmental Protection Agency;
- CalRecycle;
- The Securities and Exchange Commission;
- Any other Regulatory Agency; and,
- Any Federal, State, or County court.

CONTRACTOR shall submit copies to Director simultaneously with CONTRACTOR's submission of those materials to those entities. At Director's request, CONTRACTOR shall promptly make available to Director any other correspondence between CONTRACTOR and those entities.

**D. County's Right to Request Information**

At Director's request, CONTRACTOR shall promptly provide to Director additional information reasonably and directly pertaining to this CONTRACT (including substantiation of information submitted in Reports).

**E. Reports of Cybersecurity Breaches**

CONTRACTOR must notify the Director immediately if CONTRACTOR's data security system encounters any cyber security breach.

## SECTION 11 - SUBSTITUTE, EMERGENCY AND BACK-UP SERVICE

### A. Director's Right to Provide Contract Services

#### 1. Events

COUNTY may provide, or contract with a third party to provide, for the performance of, any or all Customers services in either of the following events, determined by Director in its sole discretion:

##### *a. Unable for a Period of 48 Hours to Collect*

- For 48 consecutive hours CONTRACTOR does not Collect and Dispose of any type of Solid Waste for any reason, including Uncontrollable Circumstances, or
- Director determines there is danger to public health, safety, or welfare.

##### *b. COUNTY Suspends or Terminates CONTRACT*

COUNTY suspends or terminates all or a portion of the CONTRACT.

COUNTY has no obligation to continue providing any or all Contract Services. It may stop providing them at any time, in its sole discretion. However, COUNTY may continue to provide those Contract Services until either of the following occurs:

- CONTRACTOR demonstrates to Director's satisfaction that CONTRACTOR is ready, willing, and able to resume providing timely and full Contract Services, or
- Director can make alternative arrangements for providing MSW Management Services comparable to Contract Services in scope and price. Alternative arrangements may include contracting with another, third-party service provider.

#### 2. Notice

Director may give CONTRACTOR oral notice that Director is exercising its right to perform Collection Services, which notice is effective immediately, but must confirm oral notice with a Notice within 24 hours thereafter.

#### 3. Stipulations

CONTRACTOR stipulates that COUNTY's exercise of rights under this Section does not constitute a taking of private property for which COUNTY must compensate CONTRACTOR, shall not create any liability on the part

of COUNTY to CONTRACTOR, and does not exempt CONTRACTOR from any Indemnities, which Parties acknowledge are intended to extend to circumstances arising under this Section. However, CONTRACTOR is not required to indemnify COUNTY against claims and damages arising from the negligence or misconduct of COUNTY officers and employees (other than employees of CONTRACTOR at the time COUNTY began performing Collection Services) and agents driving Vehicles. COUNTY shall indemnify CONTRACTOR, its Affiliates and its and their officers, directors, employees, and agents from and against damages, costs, or other expenses or losses they incur arising out of or relating to that negligence or misconduct.

#### **4. Rental and Other Compensation**

##### ***a. Uncontrollable Circumstances***

If an event enumerated in items A1a or A1b in Section 11 is due to Uncontrollable Circumstances, then COUNTY shall pay CONTRACTOR the Direct Costs below.

##### ***(1) Rental Fees***

Rental fees for the use of equipment equal to fair market value thereof as determined by an independent appraiser selected by the Parties.

##### ***(2) Vehicles***

CONTRACTOR's Direct Costs of providing Vehicles with fuel, oil, and other maintenance.

##### ***(3) Personnel***

CONTRACTOR's Direct Costs of making CONTRACTOR's personnel available to COUNTY, including Direct Costs of using CONTRACTOR's personnel to operate CONTRACTOR's equipment or vehicles.

The Parties shall select an appraiser as follows: within ten days after CONTRACTOR requests payment of rental fees in events described in item (1) of this subsection 4a, each Party will prepare a separate list of five Persons who do not work for either Party having experience in Solid Waste equipment appraisal, in numerical order with the first preference at the top, and exchange and compare lists. The Person ranking highest on the two lists by having the lowest total rank order position on the two lists is the appraiser. In case of a tie in scores, the Person having the smallest difference between the rankings of the two Parties is selected; a coin toss determines other ties. If no Person appears on both lists, this procedure is repeated.

If selection is not completed after the exchange of three lists or 60 days, whichever comes first, then each Party will select one Person having the qualifications and experience described above and those two Persons will together select an appraiser.

***b. Other Than Uncontrollable Circumstances***

If an event enumerated in items A1a or A1b in Section 11 is not due to Uncontrollable Circumstances, then COUNTY will not be obligated to pay the compensation and CONTRACTOR shall pay COUNTY's Reimbursement Costs within 10 days of COUNTY's submitting an invoice, therefore. If CONTRACTOR does not so timely pay, COUNTY may draw upon any performance bond, letter of credit, or other security provided under this CONTRACT.

**B. Customer Services - Response to Emergencies**

Depending on the extent and magnitude of an emergency, Customers may encounter issues with making payments and CONTRACTOR may be unable to fulfill all CONTRACT requirements. Upon declaration of a Federal, State or Local emergency, Director may implement the following policies with written Notice regarding Collection Services:

**1. No Stop Service**

CONTRACTOR shall not stop service to any account for delinquent payment during an emergency. Not applicable to debt prior to the emergency.

**2. No Late Fees**

CONTRACTOR shall not charge late fees on bills unpaid amount incurred during the emergency. Not applicable to debt prior to the emergency.

**3. Extended Payment Option**

CONTRACTOR shall allow Customers up to 12 months after an emergency to make monthly payments to debt incurred during the emergency. Not applicable to debt prior to the emergency.

**4. Adjustment of Existing Services**

COUNTY shall consider implementing changes such as:

- **Non-essential services suspend**
  - Cart exchanges if they are still usable
- **Bulky Item collection may be delayed up to 3 weeks** from call-in (not applicable to service areas where call-in is not required)

- **Collection hours are expanded to 6 am to 8 pm**
- **Time required to speaking to a live customer service representative** may be extended but Public Works must be notified if the average time exceeds 20 minutes.
- **Weekly collection modified**
  - Biweekly Organic Waste
  - Biweekly Recyclables (residents stockpile and compact their Containers to fit more)
  - Alternating weeks of Recyclables and Organic Waste
  - Comingled trash with Recyclables and/or Organic waste.

## **5. Adjustment of Franchise Fees**

### ***a. Debt Incurred During Emergency***

12 months after an emergency, COUNTY will match the debt incurred as a result of Customers not paying their bills during an emergency. CONTRACTOR must submit documentation to the satisfaction of the Director. Future Franchise Fees invoices will be adjusted by Director. For example, if the CONTRACTOR has \$100,000 of unpaid bills 12 months after an emergency, Director will reduce the Franchise Fee invoice by \$50,000. If CONTRACT will terminate prior to the 12 months, Director will consider an alternate timeline.

At any time after the Director has authorized the debt to be deducted from Franchise Fee and CONTRACTOR is able to recover additional payments from Customers, or former Customers, those recovered funds must be shared equally with COUNTY.

### ***b. Franchise Fee Payment Extension***

Director will consider adjusting Franchise Fees during an emergency, extending the deadline to pay an invoice.

## **C. Backup Service Plan**

CONTRACTOR shall implement its Backup Service Plan within seven days of Director request if Customer's Solid Waste is not Collected at Customer's Set-Out Site, including uncontrollable circumstances. Examples of circumstances include CONTRACTOR's employees on strike or mudslides, wildfires, or earthquakes that cause blocked or damaged roads. In the event there is a protracted service disruption due to any cause, CONTRACTOR will institute proactive actions to sustain Solid Waste Collection Services. Since Customers are expecting services that CONTRACTOR is not providing, CONTRACTOR shall propose the appropriate services below for Director approval and must not charge Customer or COUNTY for providing these services, unless noted below.

**1. Provide Conveniently Located Dumpsters or Roll-off Containers**

CONTRACTOR will place 3 or 4-yard Dumpsters and/or Roll-off Containers throughout the community in key locations approved by Director.

**2. Offer Self-hauling of Solid Waste to a Facility**

CONTRACTOR will use Reasonable Business Efforts to make arrangements with the Solid Waste Disposal Facility normally used by CONTRACTOR for this Contract to allow each Occupant to direct haul and dispose of their Solid Waste, 6 days per week. The facility shall only charge the Customer for Disposal costs for quantities exceeding 100 pounds and there shall be no minimum quantities.

Additionally, if Director determines the distance to the CONTRACTOR's usual facility is too far from Occupants, CONTRACTOR will arrange for a local facility to allow each Occupant to drop-off the Solid Waste.

**3. Inform Customers of Temporary Procedures**

CONTRACTOR will use Reasonable Business Efforts to inform Customers and Occupants of the above service and Disposal options. CONTRACTOR will provide Customers and Occupants with information on where and how to dispose of the Occupant's Solid Waste by the following means:

- A recording on its customer service line.
- Arrange for the broadcast of COUNTY's 30-second Public Service Announcement video on local cable access channels with CONTRACTOR to customize it to the situation, such as having text appear on the screen announcing date, times, and addresses.
- Contact local print media and produce a press release.
- Contact Customers and Occupants via phone, e-mail, or text messages.

**4. Credit Policy for Missed Contract Services**

***a. Missed Curbside Collection***

Since Occupant is expecting a Collection Service not provided, CONTRACTOR shall automatically credit Customer for each missed Collection. For example, if a strike disrupts 2 weeks of the 13 Collections in a quarter, CONTRACTOR would credit Customer 2/13 of that quarter's fee toward the next quarter's fee.

***b. Other Customer Services***

When CONTRACTOR is unable to offer Collection Services other than curbside Collection, such as Bulky Item Collection, Community

Meetings, or other required services, CONTRACTOR shall provide evidence of cost associated with those services and offer alternate services acceptable to Director.

**5. Provide Replacement Drivers and Security**

CONTRACTOR shall use Reasonable Business Efforts to require all properly trained and licensed employees to operate Collection Vehicles to maintain core Disposal and Diversion services. As described in the above paragraphs, CONTRACTOR shall be properly staffed to provide drop-off services for each Occupant. In addition to CONTRACTOR staff, CONTRACTOR shall use drivers or Vehicles from other operations and other waste haulers.

Finally, in cases of a strike, CONTRACTOR shall work closely with a private security firm to guarantee a safe and consistent operation.

**6. Identify Customers Requiring Priority Service**

CONTRACTOR shall contact the elderly and disabled Occupants and shall use Reasonable Business Efforts to Collect putrescible Solid Waste from their residence.

**D. Use of Goods, Services and Property**

**1. Dumpsters and Cart Acquisition Contracts**

CONTRACTOR acknowledges that COUNTY must have full use and possession of Dumpsters and Carts to secure its rights under this Contract, including both the following:

- Providing substitute service in accordance with its remedies under Part 3 of Exhibit 5 for Breach or default, and
- Purchasing Dumpsters and Carts upon termination of this Contract.

Therefore, if CONTRACTOR does not own Dumpsters and Carts outright without encumbrance, any Dumpster and Cart Acquisition Contract shall allow the Guarantor, COUNTY or COUNTY designee, to do all the following:

- Assume CONTRACTOR's obligations under the Dumpster and Cart Acquisition Contract,
- Take use and possession of the Dumpsters and Carts, and
- Obtain the benefits of any outstanding Cart warranties.

**“Dumpsters and Cart Acquisition Contract”** means an instrument establishing a security interest in the Dumpsters and Carts or that otherwise

encumbers or limits CONTRACTOR's interest in Dumpsters and Carts, including any of the following:

- Lease or lease-purchase agreement,
- Installment sales or other financing contract, or
- Note or other loan documentation.

**2. Inventory**

CONTRACTOR shall store unused Dumpsters and Carts in a secure location. CONTRACTOR shall update its Dumpsters and Carts inventory at both following times:

- In each Monthly Report and Annual Report, and
- Within one week of COUNTY request

**3. Insurance**

If COUNTY or Customers have possession and use of Goods, Services and Property, CONTRACTOR shall execute whatever documentation its liability insurers require to ensure that COUNTY and Customers are protected and covered by CONTRACTOR's general and automobile policies, including requesting and executing endorsements to those policies. CONTRACTOR is not obligated to pay any additional cost of those endorsements unless COUNTY reimburses CONTRACTOR for those costs. COUNTY may pay for any endorsements, additional premiums or other costs. CONTRACTOR authorizes COUNTY to call and confer with CONTRACTOR's insurance broker to determine what, if any, documentation or actions are necessary to achieve protection satisfactory to COUNTY. Upon COUNTY REQUEST, CONTRACTOR shall direct its insurance broker to cooperate with and take direction from COUNTY. CONTRACTOR may not rescind that authorization without COUNTY consent.

**4. Vehicle Certification for FEMA**

CONTRACTOR shall cooperate with COUNTY to certify all Vehicles to be used for emergency work. CONTRACTOR shall not use non-certified Vehicles unless approved by Director.



## SECTION 12 - ENFORCEMENT OF CONTRACT

### A. As Provided by Law

Either Party may avail itself of any remedy available under law.

### B. COUNTY's Additional Remedies

Without limiting COUNTY's remedies otherwise available under this CONTRACT in law or equity, at its option, COUNTY may enforce a Breach in any or all the following ways:

- Execute alternative CONTRACTs for MSW Management Services in the event of CONTRACTOR Default
- Seek to obtain injunctive relief and/or damages
- Assess damages under item D of this Exhibit
- With respect to a CONTRACTOR Default under Part 3B3 of Exhibit 5 (Failure to Provide Insurance, Bonds), immediately withhold payments due CONTRACTOR
- Draw on Performance Assurance / Letter of Credit under Section 15

### C. Injunctive Relief

CONTRACTOR acknowledges that COUNTY's remedy of damages for a Breach may be inadequate for reasons including the following:

- The urgency of timely, continuous, and high-quality Collection Services, including Collection, transportation, and/or transfer for Disposal of wastes which constitute a threat to public health;
- The long time and significant commitment of money and personnel and elected officials (both COUNTY staff and private consultants, including engineers, procurement counsel, citizens, public agency colleagues, and elected County officials) invested in this CONTRACT, including developing COUNTY's Option Analysis dated February 2001 and implementing its recommendations through numerous meetings of a Working Group comprised of Solid Waste industry representatives from small and large businesses, requesting and evaluating qualifications and proposals for this CONTRACT (including CONTRACTOR's), reviewing and commenting on documentation submitted by CONTRACTOR in conjunction with execution of this CONTRACT, and review of CONTRACTOR Documentation;
- The time and investment of personnel and elected officials described in the preceding paragraph to develop alternative Solid Waste services for the price provided under this CONTRACT, and to negotiate new contracts therefore; and

- COUNTY's reliance on CONTRACTOR's technical Solid Waste management expertise.

Consequently, COUNTY is entitled to all available equitable remedies, including injunctive relief.

#### **D. Recovery of Damages**

##### **1. Compensatory**

COUNTY may seek compensatory damages, including, but not limited to the following:

- Amounts equal to any Franchise Fees, liquidated damages, or other amounts that CONTRACTOR has previously paid to COUNTY but are subsequently recovered from COUNTY by a trustee in bankruptcy as preferential payments or otherwise;
- If COUNTY terminates this CONTRACT for a CONTRACTOR Default or in the event of Criminal Activity in accordance with Part 3D2c of Exhibit 5, costs incurred by COUNTY to provide or reprocur MSW Management Services in lieu of Collection Services;
- If COUNTY terminates this CONTRACT before expiration for a CONTRACTOR Default or in the event of Criminal Activity in accordance with Part 3D2c of Exhibit 5, costs of MSW Management Services provided or reprocured in lieu of Collection Services more than Customer Service Rates for the balance of the Term remaining if this CONTRACT had not been terminated; and
- In the event of CONTRACTOR Default under Part 3B3 of Exhibit 5 (Failure to Provide Insurance, Bond), in COUNTY's sole discretion, obtain damages resulting from that Default.

COUNTY may draw upon the performance bond, letter of credit, certificate of deposit, or other form of performance assurance provided by CONTRACTOR in accordance with Section 15 to pay compensatory damages.

For CONTRACTOR's misrepresentation regarding contingent fees in Attachment 5-8H, in addition to terminating this CONTRACT, COUNTY may recover from CONTRACTOR the full amount of the proscribed commission, percentage, brokerage, or contingent fee.

##### **2. Liquidated Damages**

COUNTY may seek liquidated damages listed in Attachment 12-D2.

The Parties have set these liquidated damages in recognition of the following circumstances existing at the time of the formation of this CONTRACT:

- a. COUNTY incurred considerable time and expense procuring this CONTRACT to secure an improved level of Collection quality and increased Customer and Occupant satisfaction. Therefore, consistent and reliable Collection Services are of the utmost importance to COUNTY and Customers and Occupants.
- b. COUNTY has considered and relied on CONTRACTOR's representations as to its quality-of-service commitment in entering into this CONTRACT, and CONTRACTOR'S Breach represents a loss of bargain to COUNTY. CONTRACTOR is experienced in providing services like those described in Collection Services.
- c. Quantified standards of performance are necessary and appropriate to ensure quality, consistent, and reliable Collection, and if CONTRACTOR fails to meet its Performance Obligations, COUNTY will suffer damages (including its Customers and Occupants' inconvenience; anxiety, frustration, potential political pressure, criticism, and complaint by Customers and Occupants; lost Supervisors and staff time; deprivation of the benefits of this CONTRACT and loss of bargain) in subjective ways and in varying degrees of intensity that are incapable of measurement in precise monetary terms, and that it is and will be impracticable and extremely difficult to ascertain and determine the value thereof. It would be difficult for COUNTY to prove its loss resulting from CONTRACTOR's Breaches and nonperformance or untimely, negligent, or inadequate performance of County Services.
- d. The CONTRACT contains a reasonable statement of Collection Services in order that the Parties will realize their expectations. COUNTY expects that CONTRACTOR shall perform Collection Services with due care in a workmanlike, competent, timely, and cost-efficient manner. CONTRACTOR expects to realize a profit by performing Collection Services in accordance with the terms and conditions of the CONTRACT for County Service Fees.
- e. In addition, in the event of Breach or CONTRACTOR Default, urgency of protecting public health and safety may necessitate that COUNTY enter into emergency or short-term arrangements for services without competitive procurement at prices substantially greater than under this CONTRACT, and the monetary loss resulting there from is impossible to precisely quantify. Time is of the essence.

- f. The CONTRACTOR accepts COUNTY's assessment of liquidated damages for certain Breaches as part of the consideration CONTRACTOR offers to COUNTY for the award of this CONTRACT to CONTRACTOR.
- g. Lastly, termination of this CONTRACT for CONTRACTOR Default and other remedies provided in this CONTRACT are, at best, a means of future correction and not remedies that make COUNTY whole for past Breaches and CONTRACTOR Defaults.

Therefore, the Parties agree that the liquidated damages listed in Exhibit 12-D2 represent a reasonable estimate and fair approximation of the amount of damages COUNTY would incur as a consequence of CONTRACTOR's Breach corresponding to each item of specified liquidated damages, considering all the circumstances existing on the date of this CONTRACT, including the relationship of the sums to the range of harm to COUNTY that reasonably could be anticipated and anticipation that proof of actual damages would be costly or inconvenient.

In signing this CONTRACT, each Party specifically confirms the following:

- The accuracy of the statements made above, and
- The fact that each Party had many opportunities to consult with legal counsel and obtain an explanation of this liquidated damage provision at the time that this CONTRACT was made.

#### **E. County's Reimbursement Costs**

CONTRACTOR shall pay COUNTY promptly upon request, COUNTY's Reimbursement Costs of conducting a nonroutine investigation of any alleged Breach, when appropriate in judgment of Director. CONTRACTOR shall reimburse COUNTY for COUNTY's Reimbursement Costs incurred because of CONTRACTOR's Breach, including failure to maintain insurance.

#### **F. Waiver**

No waiver by COUNTY of any Breach of any provision of this CONTRACT constitutes a waiver of any other Breach of that provision. Failure of COUNTY to enforce at any time, or from time to time, any provision of this CONTRACT will not be construed as a waiver thereof. The rights and remedies set forth in this item F are exclusive and are in addition to any other rights and remedies provided by law or under this CONTRACT.

**SECTION 13 - UNPERMITTED WASTE SCREENING AND REPORTING****A. Protocol**

CONTRACTOR shall develop and implement the Unpermitted Waste Screening Protocol in compliance with Applicable Law and including the following provisions:

- Ongoing employee training in identification, safety and notification procedures, including leaving Non-Collection Notices, when safe;
- Means of driver inspection, such as visual inspection during tipping of Carts into Vehicles;
- Immediate driver response, such as load segregation;
- Driver notification, such as calling CONTRACTOR's dispatcher or field supervisor;
- Notification of appropriate local agency or department;
- Appropriate action, such as segregation and containerization for manifesting and transport for Disposal in accordance with Applicable Law or securing services of permitted handling and transport company;
- Compliance with Applicable Law, including regulations of the United States Department of Transportation (DOT) (Title 49 CFR) and of the United States Environmental Protection Agency (Title 40 CFR); and
- Labels on Containers, described in item D of this Section.

**B. Prohibition on Collection**

CONTRACTOR shall not Collect any Unpermitted Waste that it finds in Refuse, Recyclables, or Organic Waste unless it is licensed under Applicable Law. If CONTRACTOR finds Unpermitted Waste it shall notify all Persons in compliance with Applicable Law.

**C. Notice to Director**

If CONTRACTOR sees anything that it reasonably believes or suspects may be Unpermitted Waste on any public property in COUNTY, CONTRACTOR shall immediately notify Director and all Persons in compliance with Applicable Law. Public property includes storm drains, streets, and other public rights of way.

**D. Labels**

CONTRACTOR shall conspicuously label Containers with embossing or other secure means prohibiting Customers from discarding Unpermitted Waste. CONTRACTOR shall submit the label and text for Director approval prior to placing any purchase order for Containers. Item C3 of Exhibit 3A1 contains additional Container requirements.

## SECTION 14 - EXECUTION OF CONTRACT

### A. Execution in Counterparts

This CONTRACT, including dated signatures on amended Exhibits and attachments to those Exhibits, may be signed by the parties hereto in any number of original separate counterparts, including both counterparts that are executed on paper and counterparts that are in the form of electronic signatures. Electronic signatures include facsimile or e-mail electronic signatures. Each executed counterpart shall be deemed an original. All counterparts, taken together, constitute the executed CONTRACT.

The parties hereby acknowledge and agree that electronic records and electronic signatures, as well as facsimile signatures, used in connection with the execution of this CONTRACT and electronic signatures, facsimile signatures or signatures transmitted by electronic mail in so-called pdf format shall be legal and binding and shall have the same full force and effect as if a paper original of this CONTRACT had been delivered had been signed using a handwritten signature. CONTRACTOR and COUNTY (i) agree that an electronic signature, whether digital or encrypted, of a party to this CONTRACT is intended to authenticate this writing and to have the same force and effect as a manual signature, (ii) intend to be bound by the signatures (whether original, faxed or electronic) on any document sent or delivered by facsimile or, electronic mail, or other electronic means, (iii) are aware that the other party will rely on such signatures, and (iv) hereby waive any defenses to the enforcement of the terms of this CONTRACT based on the foregoing forms of signature. If this CONTRACT has been executed by electronic signature, all parties executing this document are expressly consenting under the United States Federal Electronic Signatures in Global and National Commerce Act of 2000 ("E-SIGN") and California Uniform Electronic Transactions Act ("UETA")(Cal. Civ. Code § 1633.1, et seq.), that a signature by fax, e-mail or other electronic means shall constitute an Electronic Signature to an Electronic Record under both E-SIGN and UETA with respect to this specific transaction.

### B. Authority to Execute

COUNTY warrants that the individual signing this CONTRACT has been duly authorized by COUNTY to sign this CONTRACT on behalf of COUNTY and has the full right, power, and authority to bind COUNTY to this CONTRACT. CONTRACTOR warrants that the individual signing this CONTRACT below has been duly authorized by CONTRACTOR to sign this CONTRACT on behalf of CONTRACTOR and has the full right, power, and authority to bind CONTRACTOR to this CONTRACT.

**SECTION 15 - PERFORMANCE ASSURANCE****A. Performance Bonds, Other Security**

CONTRACTOR shall secure and maintain throughout the Term and until CONTRACTOR has complied with all its obligations that survive the Expiration Date a faithful performance bond, approved by COUNTY. The performance bond must be in a form satisfactory to COUNTY or, at COUNTY's sole and absolute discretion, any alternative security acceptable to Director, including cash, certified check payable to COUNTY, certificate of deposit, or letter of credit (together, "**Performance Assurance**"), in the amount not less than \$50,000.

The Performance Assurance secures full and timely satisfaction of Performance Obligations for Collection Services.

CONTRACTOR shall provide a Performance Assurance in the amount listed in the table below for the period beginning on the Execution Date and ending on the last day of the first Contract Year.

Service Area	Amount of Performance Assurance
Applies to all 8 Service Areas	\$50,000

Beginning on the first day of the next Contract Year, and in all subsequent Contract Years, that amount must be not less than the sum of:

- + 15 percent of CONTRACTOR's Gross Receipts from Collection Services
- + 110 percent of any Franchise Fees paid by CONTRACTOR during the first six months of the prior Contract Year;
- + 110 percent of any liquidated damages assessed CONTRACTOR by COUNTY during the first six months of the prior Contract Year; and
- + Up to \$50,000, at the discretion of Director;
- = SUM OF PERFORMANCE ASSURANCE (\$50,000 MINIMUM)

A performance bond must be payable to COUNTY and executed by a corporate surety licensed to transact business (admitted) as a surety in the State of California. The corporate surety must have an A.M. Best Rating of not less than A:VII, unless otherwise approved by Director. The form of performance bond may not allow the bond surety to substitute another Person to perform Collection Services but must provide for payment of moneys to COUNTY to; (1) secure substitute Collection Services; (2) remedy damages incurred by COUNTY, including reasonable expenses, attorney's fees, and liquidated and compensatory damages; (3) ensure satisfaction of all Performance Obligations, including payment of Franchise Fees; and, (4) repay any money recovered from COUNTY in any bankruptcy or similar proceedings relating to CONTRACTOR. The performance bond must be conditioned on faithful performance by CONTRACTOR



of all the terms and conditions of this CONTRACT, including payment of Franchise Fees and any liquidated damages.

Each Performance Assurance must be renewed to provide for continuing liability in the above amount notwithstanding any payment or recovery thereon. At least 30 days prior to the Execution Date and 30 days prior to any renewal of the Performance Assurance, CONTRACTOR shall deliver the Performance Assurance to Director.

Director may verify the accuracy and authenticity of the Performance Assurance submitted.

## **B. Further Assurances**

In addition to all other rights and remedies it may have, within five days of County request CONTRACTOR will provide reasonable assurances that it can timely and fully meet its obligations under this CONTRACT in any or all of the following events:

### **1. Labor**

CONTRACTOR is the subject of any labor unrest (including work stoppage or slowdown, sick-out, picketing and other concerted job actions).

### **2. Tipping Fees**

CONTRACTOR does not pay an identified Solid Waste Facility for services.

### **3. Employee Wages**

CONTRACTOR does not pay wages to its employees, provide workers' compensation insurance required by law, or pay employment-related taxes or fees.

### **4. County**

CONTRACTOR does not pay COUNTY any amount that COUNTY has charged CONTRACTOR.

### **5. Meet Obligation**

In the COUNTY's judgment, the occurrence of either of the following events jeopardizes CONTRACTOR's ability to timely and fully meet its obligations under this CONTRACT:



- CONTRACTOR does not regularly pay its bills when due, or
- The entering of any judgment against CONTRACTOR or any Guarantor with respect to Criminal Conduct by CONTRACTOR or Guarantor.

**“Assurance of Performance”** means any or all of the following actions, as COUNTY requests:

- Reduction or elimination of insurance deductibles or self-insured retention,
- Providing or increasing the size of a letter of credit, or
- Providing an additional performance bond, certificate of deposit or other instrument.

## SECTION 16 - CONTRACT SERVICE AREA INFORMATION

CONTRACTOR is to use and follow the information below provided by Director.

### A. Maps

#### 1. Map of Exclusive Commercial Franchise Service Areas

### B. Service Areas Data Information

#### 1. Exclusive Commercial Franchise Service Areas Data

### C. Outreach

#### 1. Public Education and Outreach Guidelines

## SECTION 17 - CONTRACTOR DOCUMENTATION

### A. CONTRACTOR's Compliance with CONTRACTOR Documentation

CONTRACTOR shall provide Collection Services in compliance with the CONTRACTOR Documentation attached as Exhibit 17.

### B. Changes in CONTRACTOR Documentation

#### 1. Notice to Director

CONTRACTOR shall give Director prompt Notice of any changes in CONTRACTOR Documentation listed in item A of Exhibit 17 Contractor Documentation, after the Execution Date. CONTRACTOR shall follow Notice procedure in Part 9F of Exhibit 5. Director's receipt of those changes will be evidenced by the following acknowledgment, appended in substantially this form to the changed CONTRACTOR Documentation:

**From:** Director Designee  
**Sent:** Tuesday, May 09, 2017 4:55 PM  
**To:** waste hauler  
**Cc:** Business Relations and Contracts Division  
**Subject:** Service Area Name - Acknowledgement of Notice

**Acknowledgment:** CONTRACTOR has submitted the attached CONTRACTOR Documentation.

Director Designee  
Senior Civil Engineer  
Los Angeles County Public Works  
Office: 626-458-3573

#### 2. Director Approval

CONTRACTOR shall submit to Director for review and approval any changes in CONTRACTOR Documentation listed in item B of Exhibit 17 Contractor Documentation, after the Execution Date. CONTRACTOR shall follow Notice procedure in Part 5F of Exhibit 5. Director's approval will be evidenced by the following acknowledgment, appended in substantially the following form to the changed CONTRACTOR Documentation:

**From:** Director Designee  
**Sent:** Tuesday, May 09, 2017 4:55 PM  
**To:** waste hauler  
**Cc:** Business Relations and Contracts Division  
**Subject:** Service Area Name - Acknowledgement of Approval

**Acknowledgment:** I have reviewed and approved the attached CONTRACTOR Documentation

Director Designee  
Senior Civil Engineer  
Los Angeles County Public Works  
Office: 626-458-3573

IN WITNESS WHEREOF, COUNTY has by order of its Board of Supervisors caused this CONTRACT to be signed by Director, and CONTRACTOR has caused this CONTRACT to be signed by its duly authorized officers, as of the date first written above.

COUNTY OF LOS ANGELES

By \_\_\_\_\_  
Director of Public Works

APPROVED AS TO FORM:

DAWYN R. HARRISON  
Acting County Counsel

By \_\_\_\_\_  
Deputy

[NAME OF CONTRACTOR]

By \_\_\_\_\_  
President

\_\_\_\_\_  
Type or Print Name

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Type or Print Name

**Enclosure B**

**PROPOSERS' UTILIZATION PARTICIPATION AND COMMUNITY BUSINESS ENTERPRISE PROGRAM INFORMATION FOR  
EXCLUSIVE COMMERCIAL FRANCHISE SERVICES (BRC0000246)**

**SELECTED FIRMS**

	<b>Small-Sized Business Category Proposer Name</b>	<b>Local SBE</b>	<b>SBE</b>	<b>Minority</b>	<b>Women</b>	<b>Disadvantaged</b>	<b>DisabledVet</b>	<b>LGBTQQ</b>
1	None	N/A	N/A	N/A	N/A	N/A	N/A	N/A
	<b>Medium-Sized Business Category Proposer Name</b>							
2	American Reclamation, Inc.	N/A	N/A	N/A	N/A	N/A	N/A	N/A
	<b>Large-Sized Business Category Proposer Name</b>							
3	Valley Vista Services, Inc.	N/A	N/A	N/A	N/A	N/A	N/A	N/A
4	Ware Disposal, Inc.	N/A	N/A	N/A	Yes	N/A	N/A	N/A
5	USA Waste of California, Inc. dba Waste Management	N/A	N/A	N/A	N/A	N/A	N/A	N/A
6	GI Industries	N/A	N/A	N/A	N/A	N/A	N/A	N/A

**NON-SELECTED FIRMS**

	<b>Small-Sized Business Category Proposer Name</b>	<b>Local SBE</b>	<b>SBE</b>	<b>Minority</b>	<b>Women</b>	<b>Disadvantaged</b>	<b>DisabledVet</b>	<b>LGBTQQ</b>
7	Robert M. Arsenian dba Southland Disposal Company	N/A	Yes	N/A	N/A	N/A	N/A	N/A
	<b>Medium-Sized Business Category Proposer Name</b>	<b>Local SBE</b>	<b>SBE</b>	<b>Minority</b>	<b>Women</b>	<b>Disadvantaged</b>	<b>DisabledVet</b>	<b>LGBTQQ</b>
8	Waste & Recycling Services, Inc.	N/A	N/A	N/A	N/A	N/A	N/A	N/A
	<b>Large-Sized Business Category Proposer Name</b>	<b>Local SBE</b>	<b>SBE</b>	<b>Minority</b>	<b>Women</b>	<b>Disadvantaged</b>	<b>DisabledVet</b>	<b>LGBTQQ</b>
9	Arakelian Enterprises, Inc. dba Athens Services	N/A	N/A	N/A	N/A	N/A	N/A	N/A
10	Burrtec Waste Industries, Inc.	N/A	N/A	N/A	N/A	N/A	N/A	N/A
11	CR&R, Inc.	N/A	N/A	N/A	N/A	N/A	N/A	N/A
12	NASA Services, Inc.	N/A	N/A	N/A	N/A	N/A	N/A	N/A
13	Waste Management Collection & Recycling, Inc. dba Waste Management	N/A	N/A	N/A	N/A	N/A	N/A	N/A
14	Consolidated Disposal Service, LLC, dba Republic Services	N/A	N/A	N/A	N/A	N/A	N/A	N/A

**PROPOSERS' UTILIZATION PARTICIPATION AND COMMUNITY BUSINESS ENTERPRISE PROGRAM INFORMATION FOR  
EXCLUSIVE COMMERCIAL FRANCHISE SERVICES (BRC0000246)**

15	Universal Waste Systems, Inc.	N/A	N/A	N/A	N/A	N/A	N/A	N/A
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\*Information provided by proposers in response to the Request for Proposal. On final analysis and consideration of award, vendors were selected without regard to race, creed, gender, or color.

<b>FIRM INFORMATION*</b>	American Reclamation, Inc.	Arakelian Enterprises, Inc. dba Athens Services	Burrtec Waste Industries, Inc.	CR&R	GI Industries	NASA Services, Inc.
<b>BUSINESS STRUCTURE</b>	Corporation	Corporation	Corporation	Corporation	Corporation	Corporation

<b>CULTURAL/ETHNIC COMPOSITION</b>		<b>NUMBER/% OF OWNERSHIP</b>					
<b>OWNERS/PARTNERS</b>	Black/African American	0	0	0	0	0	0
	Hispanic/Latino	0	0	0	0	0	0
	Asian or Pacific Islander	0	0	0	0	0	0
	American Indian	0	0	0	0	0	0
	Filipino	0	0	0	0	0	0
	White	2/100%	5/99%	2/50%	3/100%	0	3
	Female (included above)	0/0%	1/1%	1/50%	1/0%	0	1
		<b>NUMBER</b>					
<b>MANAGER</b>	Black/African American	0	6	2	2	0	0
	Hispanic/Latino	2	82	44	32	10	2
	Asian or Pacific Islander	0	9	2	6	1	1
	American Indian	0	0	0	2	0	0
	Filipino	0	8	0	0	0	0
	White	3	53	33	50	3	2
	Female (included above)	2	42	27	22	4	1
<b>STAFF</b>	Black/African American	4	42	27	10	1	0
	Hispanic/Latino	25	1,394	716	1,137	170	99
	Asian or Pacific Islander	2	3	9	20	0	0
	American Indian	0	0	1	3	0	0
	Filipino	0	17	0	0	0	0
	White	3	105	71	158	14	6
	Female (included above)	8	186	117	127	5	9
<b>Total No. of Employees</b>		39	1,719	905	1,420	199	110

<b>COUNTY CERTIFICATION</b>						
CBE	N/A	N/A	N/A	N/A	N/A	N/A

**PROPOSERS' UTILIZATION PARTICIPATION AND COMMUNITY BUSINESS ENTERPRISE PROGRAM INFORMATION FOR  
EXCLUSIVE COMMERCIAL FRANCHISE SERVICES (BRC0000246)**

LSBE	N/A	N/A	N/A	N/A	N/A	N/A
OTHER CERTIFYING AGENCY	N/A	N/A	N/A	N/A	N/A	N/A

\*Information provided by proposers in response to the Request for Proposal. On final analysis and consideration of award, vendors were selected without regard to race, creed, gender, or color.

<b>FIRM INFORMATION*</b>	Consolidated Disposal Service, LLC, dba Republic Services	Robert M. Arsenian dba Southland Disposal Company	Universal Waste Systems, Inc.	USA Waste of California, Inc. dba Waste Management	Valley Vista Services, Inc.	Ware Disposal, Inc.
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<b>BUSINESS STRUCTURE</b>	Corporation	Sole Proprietor	Corporation	Corporation	Corporation	Corporation
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<b>CULTURAL/ETHNIC COMPOSITION</b>		<b>NUMBER/% OF OWNERSHIP</b>					
<b>OWNERS/PARTNE</b>	Black/African American	0	0	0	0	0	0
	Hispanic/Latino	0	0	0	0	2/100%	0
	Asian or Pacific Islander	0	0	0	0	0	0
	American Indian	0	0	0	0	0	0
	Filipino	0	0	0	0	0	0
	White	0	1/100%	6/80%	0	0	2/100%
	Female (included above)	0	0	2/20%	0	2/100%	1/51%
<b>MANAGER</b>		<b>NUMBER</b>					
	Black/African American	10	0	0	1	0	1
	Hispanic/Latino	37	4	11	10	8	7
	Asian or Pacific Islander	5	0	0	1	1	2
	American Indian	0	0	0	0	0	0
	Filipino	2	0	1	0	0	0
	White	10	3	22	4	0	4
	Female (included above)	21	1	7	2	3	2
<b>STAFF</b>	Black/African American	56	0	6	20	1	0
	Hispanic/Latino	698	12	252	196	203	163
	Asian or Pacific Islander	12	0	4	1	2	2
	American Indian	2	0	2	0	0	0
	Filipino	6	0	1	0	1	0
	White	16	0	55	20	4	2
	Female (included above)	92	3	53	7	45	15



**PROPOSERS' UTILIZATION PARTICIPATION AND COMMUNITY BUSINESS ENTERPRISE PROGRAM INFORMATION FOR  
EXCLUSIVE COMMERCIAL FRANCHISE SERVICES (BRC0000246)**

Total No. of Employees	854	19	354	253	220	181
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COUNTY CERTIFICATION					
CBE	N/A	N/A	N/A	N/A	N/A
LSBE	N/A	N/A	N/A	N/A	N/A

OTHER CERTIFYING AGENCY	N/A	N/A	N/A	N/A	N/A	Women's Business Enterprise Council West
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\*Information provided by proposers in response to the Request for Proposal. On final analysis and consideration of award, vendors were selected without regard to race, creed, gender, or color.

<b>FIRM INFORMATION*</b>	Waste And Recycling Services, Inc.	Waste Management Collection & Recycling, Inc. dba Waste Management				
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<b>BUSINESS STRUCTURE</b>	Corporation	Corporation				
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CULTURAL/ETHNIC COMPOSITION		NUMBER/% OF OWNERSHIP				
OWNERS/PARTNE	Black/African American	0	0			
	Hispanic/Latino	0	0			
	Asian or Pacific Islander	0	0			
	American Indian	0	0			
	Filipino	0	0			
	White	1/100%	0			
	Female (included above)	0/0%	0			

		NUMBER				
MANAGER	Black/African American	0	0			
	Hispanic/Latino	4	7			
	Asian or Pacific Islander	0	1			
	American Indian	0	0			
	Filipino	0	0			
	White	0	1			
	Female (included above)	2	2			
FF	Black/African American	0	4			
	Hispanic/Latino	22	98			
	Asian or Pacific Islander	0	0			

**PROPOSERS' UTILIZATION PARTICIPATION AND COMMUNITY BUSINESS ENTERPRISE PROGRAM INFORMATION FOR  
EXCLUSIVE COMMERCIAL FRANCHISE SERVICES (BRC0000246)**

<b>STAI</b>	American Indian	0	0				
	Filipino	0	0				
	White	0	0				
	<i>Female (included above)</i>	2	1				
Total No. of Employees		26	111				

<b>COUNTY CERTIFICATION</b>						
CBE	N/A	N/A				
LSBE	N/A	N/A				

<b>OTHER CERTIFYING AGENCY</b>	N/A	N/A				
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\*Information provided by proposers in response to the Request for Proposal. On final analysis and consideration of award, vendors were selected without regard to race, creed, gender, or color.

# Enclosure C



# Los Angeles County Solicitations (/LACoBids/)

[Home \(/LACoBids/\)](#)



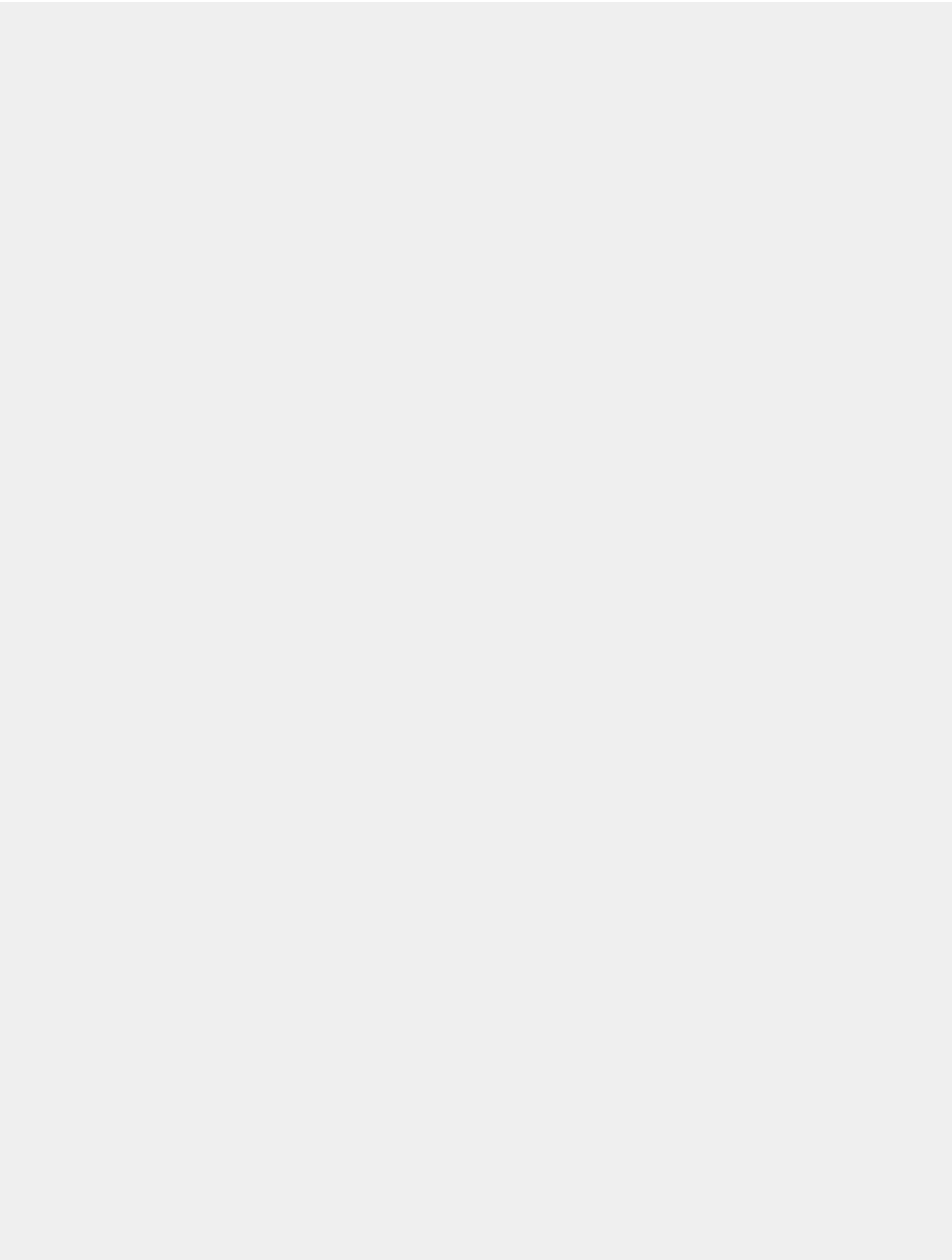
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## + Solicitation Detail

<b>Solicitation Number:</b>	PW-BRCD065		
<b>Title:</b>	Exclusive Commercial Franchise Services (BRC0000246)		
<b>Department:</b>	Public Works		
<b>Bid Type:</b>	Service	<b>Bid Amount:</b>	\$50,000,000.00
<b>Commodity:</b>	GARBAGE/TRASH REMOVAL AND DISPOSAL SERVICE		
<b>Description:</b>	PLEASE TAKE NOTICE that Public Works requests proposals for Exclusive Commercial Franchise Services (BRC0000246) co... <a href="#">More</a>		
<b>Open Day:</b>	11/10/2021	<b>Close Date:</b>	1/10/2022 5:30:00 PM
<b>Contact Name:</b>	David Pang	<b>Contact Phone:</b>	(626) 458-7167
<b>Contact Email:</b>	dpang@dpw.lacounty.gov		
<b>Last Changed On:</b>	11/10/2021 1:36:04 PM		
<b>Attachment File (1) :</b>	<a href="#">  Click here to download attachment files.         </a>		



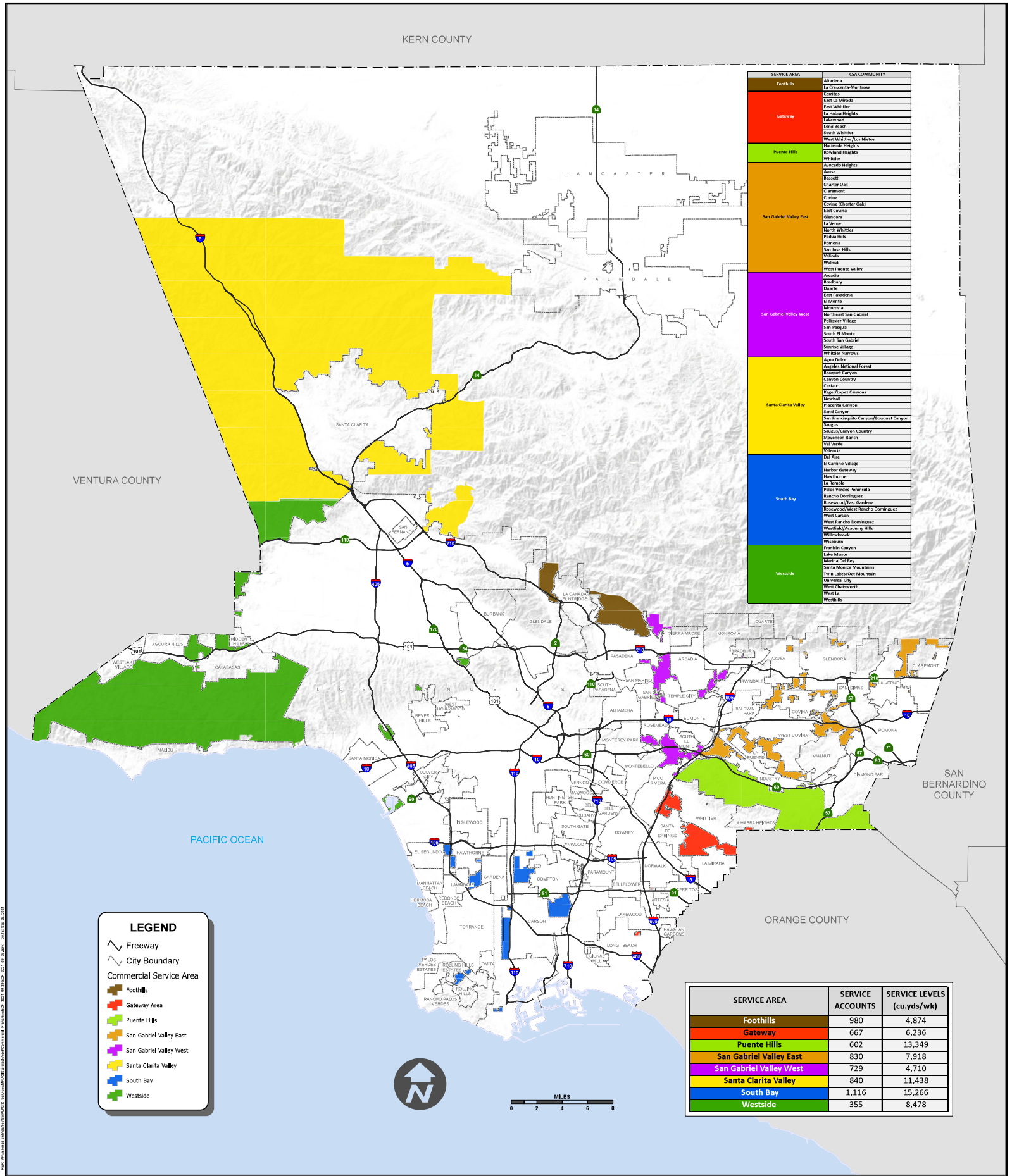
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# Enclosure D



# EXCLUSIVE COMMERCIAL FRANCHISE AGREEMENT SERVICE AREA



SERVICE AREA	CSA COMMUNITY
Foothills	Alhambra
	La Crescenta-Montrose
	Monterey Park
Gateway	East La Mirada
	East Whittier
	La Habra Heights
	La Habra
	Long Beach
Puente Hills	South Whittier
	West Whittier/Los Nietos
	Alhambra Heights
	Rowland Heights
	Whittier
San Gabriel Valley East	Arcadia Heights
	El Monte
	San Gabriel
	San Jose Hills
	Valencia
	West
	West Puente Valley
	West Covina
	Glendale
	La Puente
	North Whittier
	Pasadena Hills
	Rowland
	San Jose Hills
	Valencia
San Gabriel Valley West	West Covina
	West Puente Valley
	West Covina
	West Covina
	West Covina
	West Covina
	West Covina
	West Covina
	West Covina
	West Covina
Santa Clarita Valley	Palmdale
	Palmdale
	Palmdale
	Palmdale
	Palmdale
	Palmdale
	Palmdale
	Palmdale
	Palmdale
	Palmdale
South Bay	San Pedro
	San Pedro
	San Pedro
	San Pedro
	San Pedro
	San Pedro
	San Pedro
	San Pedro
	San Pedro
	San Pedro
Westside	West Covina
	West Covina
	West Covina
	West Covina
	West Covina
	West Covina
	West Covina
	West Covina
	West Covina
	West Covina

**LEGEND**

Freeway

City Boundary

Commercial Service Area

Foothills

Gateway Area

Puente Hills

San Gabriel Valley East

San Gabriel Valley West

Santa Clarita Valley

South Bay

Westside

SERVICE AREA	SERVICE ACCOUNTS	SERVICE LEVELS (cu.yds/wk)
Foothills	980	4,874
Gateway	667	6,236
Puente Hills	602	13,349
San Gabriel Valley East	830	7,918
San Gabriel Valley West	729	4,710
Santa Clarita Valley	840	11,438
South Bay	1,116	15,266
Westside	355	8,478

Map of Los Angeles County showing service areas and communities. The map is color-coded by service area: Foothills (brown), Gateway (red), Puente Hills (green), San Gabriel Valley East (orange), San Gabriel Valley West (purple), Santa Clarita Valley (yellow), South Bay (blue), and Westside (dark green). Major freeways and city boundaries are shown. Surrounding counties (Kern, Lancaster, Palmdale, Ventura, San Bernardino, Orange) and the Pacific Ocean are also labeled.

# BOARD LETTER/MEMO CLUSTER FACT SHEET

☒ Board Letter

☐ Board Memo

☐ Other

<b>CLUSTER AGENDA REVIEW DATE</b>	5/11/2022	
<b>BOARD MEETING DATE</b>	6/14/2022	
<b>SUPERVISORIAL DISTRICT AFFECTED</b>	<input type="checkbox"/> All <input type="checkbox"/> 1 <sup>st</sup> <input checked="" type="checkbox"/> 2 <sup>nd</sup> <input type="checkbox"/> 3 <sup>rd</sup> <input checked="" type="checkbox"/> 4 <sup>th</sup> <input checked="" type="checkbox"/> 5 <sup>th</sup>	
<b>DEPARTMENT(S)</b>	Public Works	
<b>SUBJECT</b>	Award Exclusive Franchise Contract for Solid Waste Collection Services at Residential Properties in Unincorporated Areas of Altadena/Kinneloa Mesa and South Bay	
<b>PROGRAM</b>	Residential Franchise Solid Waste Collection Services	
<b>AUTHORIZES DELEGATED AUTHORITY TO DEPT</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
<b>SOLE SOURCE CONTRACT</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain why:	
<b>DEADLINES/ TIME CONSTRAINTS</b>	Services under the new Residential Franchise Contracts must begin as soon as possible in order to implement organic waste collection as required by Senate Bill (SB) 1383.	
<b>COST &amp; FUNDING</b>	Total cost: \$	Funding source: Residential Franchise Fees collected from contractors equivalent to 10 percent of their gross receipts.  TERMS (if applicable): Both contracts will be for an initial term of 7 years with two 2-year renewal option years.  Explanation:
<b>PURPOSE OF REQUEST</b>	To award waste collection contracts in order to protect the health and safety of these communities and ensure County compliance with State and local regulations regarding solid waste management.	
<b>BACKGROUND (include internal/external issues that may exist including any related motions)</b>	SB 1383 requires organic waste collection services for all organic waste generators including residential properties. The Board adopted an ordinance in November to ensure compliance with these requirements. The existing contracts are expiring, and the new contracts are necessary to begin providing organic waste collection service.	
<b>EQUITY INDEX OR LENS WAS UTILIZED</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain how:	
<b>SUPPORTS ONE OF THE NINE BOARD PRIORITIES</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please state which one(s) and explain how: Sustainability, by supporting the above listed program and SB 1383 organic waste collection requirements.	
<b>DEPARTMENTAL CONTACTS</b>	Name, Title, Phone # & Email: Coby Skye, Deputy Director, (626) 458-4016, cell (562) 212-9500, <a href="mailto:cskye@pw.lacounty.gov">cskye@pw.lacounty.gov</a>	

PH:tl

P:\SEC\TL\BL\ALTADENA-SOUTH BAY CONTRACTS FACT SHEET



June 14, 2022

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

Dear Supervisors:

**SERVICES CONTRACT  
ENVIRONMENTAL SERVICES CORE SERVICE AREA  
AWARD EXCLUSIVE FRANCHISE CONTRACTS FOR  
SOLID WASTE COLLECTION SERVICES AT RESIDENTIAL PROPERTIES IN THE  
UNINCORPORATED AREAS OF ALTADENA/KINNELOA MESA AND SOUTH BAY  
(SUPERVISORIAL DISTRICT 2, 4, AND 5)  
(3 VOTES)**

**SUBJECT**

Public Works is seeking Board approval to award exclusive franchise contracts to provide services for the unincorporated areas of Altadena/Kinneloa Mesa and South Bay including the collection of refuse, recyclables, and organic waste from residential properties; removal of solid waste discarded in public rights of way; and emergency solid waste collection services.

**IT IS RECOMMENDED THAT THE BOARD:**

1. Find that the award of the exclusive franchise contracts for services for the unincorporated areas of Altadena/Kinneloa Mesa and South Bay is within the scope of the Negative Declaration previously adopted by the Board, as amended by the Addendum for the Franchise Agreements for Residential Solid Waste Collection Services in unincorporated communities in Los Angeles County adopted on January 30, 2018.
2. Find the health, safety, and welfare of the public require that the County award exclusive franchise contracts for the collection of solid waste from carts for the unincorporated areas of Altadena/Kinneloa Mesa and South Bay.
3. Award exclusive franchise contracts for services for the unincorporated areas of Altadena/Kinneloa Mesa to Universal Waste Systems, Inc., consisting of the following two separate tasks: Task 1 Customer Service, to provide refuse, recyclables, and organic waste collection from carts; and Task 2 County Service,

consisting of daily monitoring for illegal dumping, collection of solid waste discarded in public rights of way and alleys, and emergency services to remove uncollected solid waste anywhere in Los Angeles County or adjacent counties. The contract shall be effective upon execution by both parties. The solid waste collection services will start on July 1, 2022, and will terminate on June 30, 2029, for a term of 7 years with two 2-year renewal options for a potential maximum contract term of 11 years. The initial monthly rate per customer for Task 1 Customer Service will be \$32.58, which includes a 10 percent franchise fee and will generate an estimated \$508,248 in revenues in Fiscal Year 2022-23. Task 2 County Service will be for an initial annual contract sum not to exceed \$414,468.20, both not including rate adjustments for cost of living, fuel costs, diversion/disposal fees, unforeseen additional work, and changes in law, as authorized by the contract.

4. Award exclusive franchise contracts for services for the unincorporated area of South Bay to Universal Waste Systems, Inc., consisting of the following two separate tasks: Task 1 Customer Service, to provide refuse, recyclables, and organic waste collection from carts; and Task 2 County Service, consisting of daily monitoring for illegal dumping, collection of solid waste discarded in public rights of way and alleys, and emergency services to remove uncollected solid waste anywhere in Los Angeles County or adjacent counties. The contract shall be effective upon execution by both parties. The solid waste collection services will start on July 1, 2022, and will terminate on June 30, 2029, for a term of 7 years with two 2-year renewal options for a potential maximum contract term of 11 years. The initial monthly rate per customer for Task 1 Customer Service will be \$33.96, which includes a 10 percent franchise fee and will generate an estimated \$448,272 in revenues in Fiscal Year 2022-23. Task 2 County Service will be for an initial annual contract sum not to exceed \$932,038.20, both not including rate adjustments for cost of living, fuel costs, diversion/disposal fees, unforeseen additional work, and changes in law, as authorized by the contract.
5. Authorize the Director of Public Works or his designee to adjust (1) the monthly rate for basic services billed directly to the customers; (2) the monthly rate as billed by the contractor for additional Customer Services, such as more containers, billed directly to the customers; (3) the monthly rate billed to the County by the contractor for Task 2 County Service; and (4) the contract amount, if applicable, by the following amounts:
  - a. By up to 10 percent of the annual contract sum for unforeseen, additional work within the scope of work of the contract.

- b. By up to 10 percent of the annual contract sum for applicable changes in law.
  - c. By up to a total maximum cumulative service fee adjustment of 35 percent of the unit rates over the initial 7-year period, and up to 5 percent for each optional renewal year, respectively, if applicable, to allow for cost-of-living adjustments, fuel cost adjustments, and diversion/disposal facility fee adjustments.
6. Authorize the Director of Public Works or his designee to (1) execute franchise contracts with Universal Waste Systems, Inc., to provide services for the unincorporated areas of Altadena/Kinneloa Mesa and Universal Waste Systems, Inc., for the unincorporated areas of South Bay; (2) take all of the necessary and appropriate steps to carry out these contracts; (3) renew these contracts for each additional renewal option if, in the opinion of the Director of Public Works or his designee, the contractors have successfully performed during the previous contract period; (4) approve and execute amendments to incorporate necessary changes within the Task 1 Customer Service and Task 2 County Service specifications; and (5) suspend work if, in the opinion of the Director of Public Works or his designee, it is in the best interest of the County to do so.

#### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

The purpose of the recommended actions is to find that the award of the exclusive franchise contracts for the unincorporated areas of Altadena/Kinneloa Mesa and South Bay is within the scope of the previously adopted Negative Declarations (ND) and Addendum to the ND, which were prepared under the California Environmental Quality Act (CEQA) and that the recommended actions are necessary to protect public health, safety, and welfare. It is also to award franchise contracts that provide Task 1 Customer Service, consisting of weekly, fully automated, separate collection in carts, processing, and diversion/disposal of refuse, commingled recyclable materials, and organic waste generated by residential properties upon request; and Task 2 County Service, consisting of daily monitoring for illegal dumping, collection of solid waste discarded in public rights of way and alleys, and emergency services to remove uncollected solid waste anywhere in the County or adjacent counties, and various actions related to the award, execution, implementation, and extensions of the contracts. Additionally, the contracts are necessary to ensure organic waste collection services for all customers so that the County would be in compliance with Senate Bill (SB) 1383 (2016) organic waste regulations.

The existing franchise contracts for services to Altadena and Kinneloa Mesa (previously separate franchise areas but are now being combined into one contract) are both with Arakelian Enterprises, Inc., dba Athens Services, which provides solid waste services to approximately 13,000 customers. South Bay consists of four existing franchise contracts that are being combined into one contract with a total number of customers of approximately 11,000. These existing contracts are as follows: El Camino Village/Del Aire/Wiseburn/Alondra Park with USA Waste of California, Inc., dba Waste Management; Rancho Dominguez/West Rancho Dominguez/Rosewood with USA Waste of California, Inc., dba Waste Management; Oceanview/La Rambla/West Carson with CalMet Services, Inc., dba Calsan; and Pioneer Carson Park with Universal Waste Systems, Inc. All these contracts had an initial 7-year term with three 1-year extensions and month-to-month extensions up to 6 months with a maximum term that expired on February 28, 2022. On November 23, 2021, the Board approved a recommendation to extend the term of the contract on a month-to-month basis for up to 1 year with the maximum extension to expire on February 28, 2023. The proposed new franchise contract will be effective upon execution with solid waste services set to begin on July 1, 2022.

### **Implementation of Strategic Plan Goals**

These recommendations support the County Strategic Plan: Goal II, Foster Vibrant and Resilient Communities; Strategy II.3., Make Environmental Sustainability our Daily Reality; and Objective II.3.4, Reduce Waste Generation and Recycle and Reuse Waste Resources. The recommended actions improve the environment, economy, and social well-being of our communities by providing solid waste collection services, which protects the environment and improves the quality of life of the residents within the franchises and surrounding areas.

### **FISCAL IMPACT/FINANCING**

There will be no impact to the County General Fund.

The proposed monthly rate per customer for Task 1 Customer Service for Altadena/Kinneloa Mesa is \$32.58, which includes a 10 percent franchise fee; and the annual contract amount for Task 2 County Service is \$414,468.20.

The proposed monthly rate per customer for Task 1 Customer Service for South Bay is \$33.96, which includes a 10 percent franchise fee; and the annual contract amount for Task 2 County Service is \$932,038.20.

Upon approval by the Board, the franchise fee resulting from Task 1 Customer Service multiplied by the combined estimate for both areas of 24,000 customers will generate an estimated \$956,520 in revenues from the contract for Fiscal Year (FY) 2022-23 based on the service commencement date of July 1, 2022. The franchise fee will provide the necessary funds to administer the franchise and provide enhanced services for the unincorporated areas of Altadena/Kinneloa Mesa and South Bay. Administration includes the release and award of the contract, complaint resolution, outreach material creation and review, and contractor compliance monitoring. Enhanced services include abandoned waste collection, expanded educational outreach, site visits to increase diversion, and increased enforcement of illegal dumping violations. This revenue is included in the Solid Waste Management Fund (GD1) FY 2022-23 Budget and will be included through the annual budget process for the remaining contract years. Note that there are increased costs associated with SB 1383 requirements to implement organic waste processing, perform customer outreach, and oversee services, which are reflected in rates for Task 1 Customer Services that are approximately 10 to 20 percent higher.

Task 1 Customer Service Monthly Rate and Task 2 County Service maximum contract amount may be adjusted by up to 10 percent for any unforeseen, additional work within the scope of work of the contract, if required. Task 2 County Service may also be adjusted by up to 50 percent of the total contract sum to be used for emergency services within the scope of work of the contract, if required. The rates may be adjusted up to a total maximum amount of 35 percent of the rates over the initial 7-year period, and 5 percent each optional renewal year, respectively, if applicable. The adjustments are to allow for cost-of-living adjustments, fuel cost adjustments, and solid waste facility fee adjustments.

Task 2 County Service will be paid from the Road Fund (B03), or by supplemental sources of funding, including but not limited to, bond funding and/or other State or Federal assistance as appropriate to offset costs to the County for services provided. The County will deposit funds into the Road Fund to pay for those activities related to the cleanup, collection, transportation, disposal, and management of discards from the public road rights of way from all alleys and specified public curbside receptacles within the service area.

Funding for Task 2 County Service is included in the Road Fund FY 2022-23 Budget. The Road Fund will be reimbursed by the Solid Waste Management Fund. Funds from the Solid Waste Management Fund to pay for Task 2 County Service shall not exceed 30 percent of franchise fee payments received during the FY. Funds for the contract's future years, 10 percent additional funding for unforeseen additional work within the scope of the contract, if required, and 50 percent additional funding for emergency services within the scope of the contract, if required, will be requested through the annual budget process.

Task 1 Customer Service and Task 2 County Service rate adjustments authorized by the contract are as follows: First, a rate adjustment increase on July 1, 2023, and annually thereafter is allowed based on annual changes in the Consumer Price Index, fuel adjustments, and/or solid waste facility fees. The rate adjustment increase is allowed up to 55 percent over the maximum contract duration of 11 years. Second, an increase of the maximum contract amount is allowed due to unforeseen, additional work within the scope of the contract, up to 10 percent per year and an increase for emergency services within the scope of the contract, up to 50 percent of the total contract amount. Third, a rate adjustment increase of the maximum contract amount is allowed due to applicable changes in law, up to 10 percent per year.

In the event of an emergency and the County directs the contractor to provide solid waste collection assistance to other areas within the County, including cities, or adjacent counties and their cities, other funds, including those from other jurisdictions, may be used in order to extend services into those areas. Streets and Highways Code, Section 953, requires that the costs for cleanup, collection, transportation, disposal, and management of discards from alleys and public curbside receptacles be paid from the Road Fund Budget. Although the Road Fund must pay for these services, other funds available to pay for such services may be placed in the Road Fund.

### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

Title 20 - Utilities, of the Los Angeles Code, Section 20.70.020, authorizes the Board to award a nonexclusive, partially exclusive, or wholly exclusive franchise for certain solid waste handling services for any given geographic area of the unincorporated territory of the County. As consideration for the grant of a franchise awarded as provided in Section 20.70.020, the contractor shall pay a franchise fee to the County in such amount as may be determined by the Board, expressed as a percentage of the monthly gross receipts of the contractor arising from the use, operation, or possession of the franchise. The recommended contract includes a 10 percent franchise fee.

Additionally, the proposed contracts will allow the County to develop programs, records, and reports required under Assembly Bill 939 (1989) and SB 1383 (2016), and other applicable laws and regulations. Effective January 1, 2022, SB 1383 requires all jurisdictions in the State to provide organic waste collection services to residents and businesses and divert such materials from landfills.

The recommended contractor for Altadena/Kinneloa Mesa and for South Bay is Universal Waste Systems, Inc., located in Santa Fe Springs, California. These franchise contracts are effective upon execution by the respective party. The solid waste collection services

will start on July 1, 2022, and will terminate 7 years from the commencement of collection services, with two 2-year renewal options, for a potential total contract period of 11 years.

The franchise contract will be in the form substantially similar to the form previously reviewed and approved by County Counsel as shown in enclosed sample contract (Enclosure A). Prior to the Director of Public Works or his designee executing this contract, the contractor will sign, and County Counsel will review and approve it as to form. The recommended contracts with Universal Waste Systems, Inc., were solicited on an open-competitive basis and in accordance with applicable Federal, State, and County requirements.

The franchise contracts contain terms and conditions in compliance with the Board's ordinances, policies, and programs. The standard Board-directed clauses that provide for contract termination or renegotiation apply only to Task 2 County Service. The enclosed Proposers Utilization Participation Table (Enclosure B) reflects the contractors' minority participation. Data regarding the proposers' minority participation is on file with Public Works. The contractor was selected upon final analysis and consideration without regard to race, creed, gender, or color.

The Request for Proposal (RFP) for these contracted services was not submitted to any union for review since no Public Works classifications were impacted. Public Works has evaluated and determined that the Living Wage Program (Los Angeles County Code, Chapter 2.201) does not apply to these recommended contracts. Task 1 Customer Service is not subject to Proposition A, as authority to award the franchise contract for solid waste handling services is expressly provided by statute. Task 2 County Service is required on an as needed and intermittent basis; hence, these contracts are not subject to Proposition A (Los Angeles County Code, Chapter 2.121).

## **ENVIRONMENTAL DOCUMENTATION**

In 2007, the Board adopted an ND on November 20, 2007. In accordance with Sections 15162 and 15164(b) of the State CEQA Guidelines, an addendum to the previously adopted ND was prepared for Task 1 Customer Service, which includes the collection of refuse, recyclables, and green waste and Task 2 County Service, which includes the collection of solid waste discarded in the public rights of way and alleys since there are only minor changes to the previously approved franchise contract that did not result in any significant effect on the environment, and there have been no substantial changes or new information regarding the previously approved projects due to new or substantially more severely significant effects or to the circumstances under which the activities will be undertaken. The Board reviewed and considered the information

contained in the addendum, and on January 30, 2018, adopted the addendum and found the award of the contract was within the scope of the ND and the addendum.

Six of the residential franchise system areas described in the ND and addendum are being reorganized for administrative purposes. The areas of El Camino Village/Del Aire/Wiseburn/Alondra Park, Pioneer/Carson Park, Rancho Dominguez/West Rancho Dominguez/Rosewood, and Westfield/La Rambla/West Carson are being combined into the South Bay contract. Altadena and Kinneloa Mesa are being combined into the Altadena/Kinneloa Mesa contract. The recommended action is within the scope of the projects analyzed in the previously adopted ND and addendum, and there have been no significant changes to the projects or the circumstances under which they are proposed that necessitate preparation of further documentation or findings under CEQA.

The location of the documents and other materials constituting the record of the proceedings upon which the Board's decision is based in this matter is Public Works, Transportation Planning and Programs Division at 900 South Fremont Avenue, Alhambra, CA 91803. The custodian of such documents and records is Mr. Ed Dingman, Senior Civil Engineer, Los Angeles County Public Works.

Upon the Board's approval of the recommended actions, Public Works will file a Notice of Determination with the County Clerk in accordance with Section 21152 of the California Public Resources Code and will post the notice to its website pursuant to Section 21092.2.

### **CONTRACTING PROCESS**

On January 19, 2022, a notice of the RFP was placed on the County's "Doing Business With the County" website as shown in (Enclosure C), Public Works "Business Opportunities" website, Twitter, and in advertisements placed in the *Los Angeles Daily Journal* and nine other newspapers. Also, Public Works informed 1,562 Local Small Business Enterprises, 183 Disabled Veteran Business Enterprises, 165 Social Enterprises, 830 Community Business Enterprises, and 253 independent contractors and community business enterprises about this business opportunity.

On March 22, 2022, four bids were received for providing solid waste collection services for the unincorporated areas of Altadena/Kinneloa Mesa and three bids for the unincorporated area of South Bay. The proposals were first reviewed to ensure that they met the minimum requirements in the RFP. The evaluation was based on criteria described in the RFP, which included proposed annual amount for Task 1 Customer Service; proposed annual amount for Task 2 County Service;



experience, work plan, references, financial resources, disputes, actions, contests, debarments, and environmental history; and utilizing the Informed Averaging methodology for applicable criteria. Based on these evaluations, it is recommended that these franchise contracts be awarded to the highest-rated, apparent responsive, and responsible proposer Universal Waste Systems, Inc., located in Santa Fe Springs, California for Altadena/Kinneloa Mesa and for South Bay.

**IMPACT ON CURRENT SERVICES (OR PROJECTS)**

These contracts will provide improved solid collection services for these communities.

**CONCLUSION**

Please return one adopted copy of this Board letter to Public Works, Environmental Programs Division.

Respectfully submitted,

MARK PESTRELLA, PE  
Director of Public Works

MP:PH:tl

Enclosures

c: Chief Executive Office (Chia-Ann Yen)  
County Counsel  
Executive Office

# Enclosure A



Part I

Sample Contract

BETWEEN

COUNTY OF LOS ANGELES BOARD OF SUPERVISORS

AND

**[name of waste hauler]**

FOR PROVISION OF RESIDENTIAL SOLID WASTE COLLECTION SERVICES

(2022-\_\_\_\_)

FOR THE SERVICE AREA(S) OF

**Altadena/Kinneloa Mesa**

(formerly two separate areas)

**and**

**South Bay**

(formerly the four separate areas of

El Camino Village/Del Aire/Wiseburn/Alondra Park;

Westfield/La Rambla/West Carson;

Rancho Dominguez/West Rancho Dominguez/Rosewood;

Pioneer/Carson Park)

WITH A SERVICE COMMENCEMENT DATE AS EARLY AS

**July 1, 2022**

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This exclusive franchise contract (CONTRACT) is made and entered into on this \_\_\_\_ day of \_\_\_\_\_, 2022, by and between COUNTY of Los Angeles Board of Supervisors, acting in their capacity as the governing body COUNTY of Los Angeles (COUNTY), and \_\_\_\_\_, a Corporation or Limited Liability Company registered in the State of \_\_\_\_\_ (CONTRACTOR).

### RECITALS:

**Purpose.** To limit the wear and tear on COUNTY streets, reduce pollution from Collection Vehicle exhaust, increase customer service accountability, ensure compliance with Federal, State, and local laws, including Assembly Bills (AB) 341, 939, 1594, 1826, and Senate Bill (SB) 1383, by improving program implementation performance and reporting accuracy, and facilitate more efficient CONTRACT administration and enforcement by COUNTY staff.

**Solid Waste Haul Permits.** County of Los Angeles Department of Public Health issued permits to haulers for the hauling of solid waste with requirements to protect public health and safety, including frequency of Collection and Collection Vehicle maintenance. CONTRACTOR shall continue to obtain that permit and comply with all its provisions; and

**Mandatory Solid Waste Diversion.** The State of California has found and declared that the amount of solid waste generated in California coupled with diminishing landfill space and potential adverse environmental impacts from land filling have created an urgent need for State of California and local agencies to enact and implement an aggressive, new integrated waste management program. Through enactment of AB 939, the State of California has directed agencies, such as COUNTY to Divert 50 percent of all solid waste through source reduction, recycling, and composting activities. The California Department of Resources Recycling and Recovery (CalRecycle) had granted COUNTY a timeline to achieve compliance with the AB 939 Diversion requirements to which COUNTY had met. Additionally, with the passage of Senate Bill 1383, COUNTY must meet CalRecycle's targets related to Organic Waste. Continued compliance is based in part on executing and implementing this CONTRACT to secure cooperation with CONTRACTOR'S AB 939 waste Diversion programs, record keeping, and reporting; and

**County Waste Management Plan.** COUNTY Board of Supervisors adopted the Roadmap to a Sustainable Waste Management Future in 2014. It is a comprehensive plan for a waste free future and is a proactive approach to developing innovative policies for managing waste that further reduces COUNTY's reliance on landfills. It established the following intermediate and long-term disposal reduction targets: 80 percent Diversion from landfills by 2025, 90 percent Diversion from landfills by 2035, and at least 95 percent Diversion from landfills by 2045; and

**Task 1: Waste Discarded in Containers.** Director has determined to provide for Municipal Solid Waste (MSW) Management Services in portions of Los Angeles County under the terms of this CONTRACT for reasons including the following:

- To assist residents located in the Service Area that discard solid waste in Carts to receive quality MSW Management Services, and
- To provide COUNTY with programs, records, and reports that will help COUNTY comply with AB 939, SB 1383, and other laws.

This CONTRACT requires the Diversion of Organic Waste Waste from landfills as described in SB 1383. Green Waste is defined in Attachment 5-10A and is organic matter generated from landscaping and gardens. Green Waste will continue to be Collected from the Green Waste Container; however, the Green Waste Container may also be used to Collect Food Waste and other Organic Waste specified in SB 1383. Due to the familiarity of the green colored container being referred to as the Green Waste Container, that description will remain unchanged, even if Food Waste is placed inside.

COUNTY issued a 5-year notice under California Public Resources Code (PRC) Section 49520 of COUNTY'S intent to authorize, among other options, the exclusive franchising of MSW Management Services in portions of COUNTY; and

**Task 2: Abandoned Waste Collection.** Director has also determined to contract for Collection of the following in this CONTRACT:

- Efficient removal of Abandoned Waste and preventing the illegal dumping from becoming a community eyesore, decreasing neighborhood property values, posing a safety hazard, providing a breeding ground for disease carrying rodents, insects, and other vermin, and in general, lowering the quality of life for residents.
- Maintenance of public curbside receptacles.
- Removal of Carts, Dumpsters, and roll-off containers the Director has deemed abandoned.
- Removal of waste from abandoned Homeless Encampments and provide regular Collection from occupied Homeless Encampments.
- Provide emergency services to remove Solid Waste not Collected or prevent it from being illegally dumped in any part of the County of Los Angeles or adjacent counties that in the judgement of the Director creates a danger to public health, safety, or welfare.

**Compliance with Law.** CONTRACTOR shall perform Contract Services in accordance with all the laws governing the safe Collection, transport, Recycling, and disposal of Residential and Commercial Solid Waste, including but not limited to AB 341, 939 and AB 1826, SB 1383, Recovered Conservation and Recovery Act (RCRA), and Comprehensive Environmental Response Compensation and Liability Act (CERCLA).

**CONTRACTOR / "Arranger".** Under this Contract, COUNTY may exercise control over the disposal or other disposition of the Solid Waste handled by the CONTRACTOR, commonly referred to as flow control. It may designate or determine the use of any given Solid Waste Facility. Although minimum scope of Contract Services, Service Specifications, and Service Standards are set forth in this CONTRACT, COUNTY has not, and by this CONTRACT does not, supervise Contract Services or assume title to Solid Waste; and

**Competitive Procurement.** COUNTY issued a Request for Proposals (RFP) or Invitation for Bids (IFB) to provide Contract Services under this CONTRACT. Private waste hauling companies submitted proposals or bids, including their proposed schedule of rates and charges. For franchised services, COUNTY selected a CONTRACTOR based, among other things, on CONTRACTOR'S price proposal and work plan for Contract Services.



**Compensation.** The following describes the compensation allowed under this CONTRACT:

- Exhibit 7 provides for CONTRACTOR'S compensation under Task 1 Services. Under this CONTRACT, the CONTRACTOR cannot charge its Customers more than the Customer Service Fees in the Customer Fee Schedule in Attachment 7-2 Task 1 Service Fees in Exhibit 7.
- Exhibit 3A2 provides for CONTRACTOR's compensation under Task 2 Services and COUNTY Service Fees in Attachment 7-3 Task 2 Service Fees in Exhibit 7.
- Exhibit 3A2 provides for CONTRACTOR'S compensation for substitute, emergency, and backup services. Under this CONTRACT, the CONTRACTOR cannot charge COUNTY more than the rates in Attachment 7-4 Emergency Service Fees in Exhibit 3A2 or comparable municipal Solid Waste fees.
- In no event shall the aggregate total amount of compensation paid to the CONTRACTOR exceed the amount of compensation authorized by the Board. Such aggregate total amount is the Maximum Contract Sum.
- CONTRACTOR is not allowed to add any surcharges in addition to the fees that were entered on Form PW-2, Schedule of Prices. Any fuel, environmental, or other fees must be included in the original bid and may not be added later.

**Franchise Authorization.** PRC Section 40059 specifically authorizes COUNTY to prescribe the terms and conditions of aspects of Solid Waste management services, including:

- The nature, location, and level/extent of services;
- The frequency of collection;
- The means of collection and transportation;
- The Service Fees and fees; and
- Whether the services are to be provided by means of nonexclusive, partially exclusive, or wholly exclusive franchise, contract, license, permit or otherwise.

County Code Chapter 20.70 authorizes Director to require franchises in any part of the unincorporated territory of COUNTY that is not served by a Garbage Disposal District.

**Franchise Development.** COUNTY consulted with representatives of waste haulers in developing the original agreement. COUNTY and representatives of the private hauling industry met many times to discuss the scope of franchise services, service specifications, service standards, and other performance obligations and to address the industry's questions, comments, and concerns.

**Start/Stop Contract Services.** COUNTY reserves the right to stop and start any Contract Services with Notice to CONTRACTOR and adjust fees as a result of the change in services.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

This CONTRACT applies to both Contract Services (Task 1 Services and Task 2 Services), unless specifically indicated otherwise. However, Exhibits 3A1 and 3A3 apply only to Task 1 Services, and Exhibit 3A2 applies only to Task 2 Services.

## SECTION 1 - GRANT OF RIGHTS AND PRIVILEGES TO PROVIDE TASK 1 SERVICES

**Customer Service = Task 1 Services = Basic Service + Additional Customer Services**

**County Services = Task 2 Services**

**Contract Services = Customer Service + County Service**

**Additional Customer Services** means all Performance Obligations prescribed in Exhibit 3A1 and Exhibit 3A3 that require a Customer Surcharge, including the more than once per week Collection frequency in item B3, more than one 96-gallon Refuse Container, or a locking Recyclables Cart.

**Basic Service** means all Performance Obligations prescribed in Exhibit 3A1 and Exhibit 3A3 that do not require a Customer Surcharge, including the once per week Collection frequency in item B3 and the one 96-gallon Refuse, two 96-gallon Recyclables, and two 96-gallon Green Waste Containers in item D.

**Task 1 Services** all Performance Obligations prescribed in Exhibit 3A1 and Exhibit 3A3 for Refuse, Recyclables, and Green Waste Container services to Occupants at Residential Premises and Certain Multifamily Premises with 4 or less units.

**Task 2 Services** means all Performance Obligations prescribed in Exhibit 3A2.

### A. Requirements/Grant of Rights

#### 1. Grant of Rights and Privileges

COUNTY grants CONTRACTOR the right and privilege, together with the Performance Obligations, to provide Contract Services.

##### a. *Conditions*

- CONTRACTOR is ready, willing, and able to provide Contract Services;
- CONTRACTOR meets all its Performance Obligations,
- No CONTRACTOR Default has occurred; and
- CONTRACTOR fully and timely pays applicable Franchise Fees

##### b. *CONTRACTOR Acceptance*

CONTRACTOR accepts these rights and privileges, together with Performance Obligations, subject to all terms and conditions in this CONTRACT and the exclusions in subsections B (Exclusions from Service) and C (Exclusions from Exclusivity) of this Section.

## **2. Grant of Exclusive Franchise for Collection in Residential Carts**

COUNTY grants to CONTRACTOR and CONTRACTOR accepts the exclusive right and privilege together with the obligation to provide Task 1 Customer Services, by making independent arrangements with customer, with respect to solid waste discarded in Carts at Residential Premises within the Service Area, subject to all the terms and conditions in this CONTRACT and the exclusions in subsections B (Exclusions from Service) and C (Exclusions from Exclusivity) of this Section.

### **B. Exclusions from Service**

The following Collection services are not part of this CONTRACT. While these are not included within this CONTRACT, CONTRACTOR may provide services independent of this CONTRACT, such as to a school district facility within the Service Area.

#### **1. Solid Waste to be Self-Hauled**

This CONTRACT excludes the right and privilege that CONTRACTOR Collect, transport, and Divert/Dispose Solid Waste that Persons self-haul. Anyone, including Persons performing services other than MSW Management Services (such as roofers and gardeners) at those Premises, may collect in receptacles other than Container provided by CONTRACTOR, transport in their own Vehicles, and themselves Dispose of some or all the Solid Waste generated at those Premises.

#### **2. COUNTY and Third-Party Agencies**

This CONTRACT excludes the right and privilege to arrange to provide Task 1 Services to Premises owned or controlled by any of the following entities:

- COUNTY or any other entity governed by the Board of Supervisors;
- State of California;
- Federal government;
- Any city;
- Any public-school district; or
- Any entity that is excluded by Applicable Law from the obligation to subscribe to Task 1 Services under this CONTRACT.

This CONTRACT does not prohibit CONTRACTOR from executing separate contracts with those entities to provide MSW Management Services.

### **3. Rights Under California Public Resources Code Section 49520**

#### ***a. Exclusion***

This CONTRACT excludes the right and privilege to arrange for providing Contract Services with any Person who is receiving Solid Waste handling services from a solid waste enterprise that has the statutory right to continue to provide solid waste handling services to that Person under PRC Section 49520 *et seq.*

#### ***b. Acknowledgement***

CONTRACTOR acknowledges:

##### ***(1) No Statutory Rights***

This CONTRACT does not grant CONTRACTOR any rights under PRC Section 49250 *et seq.*

##### ***(2) Expired Term***

This CONTRACT is an exclusive franchise.

Upon expiration of this CONTRACT, no unexpired Term will remain. CONTRACTOR will have no right to continue providing Contract Services, MSW Management Services, or Solid Waste handling services under PRC Section 49250 *et seq.*

##### ***(3) Terminated CONTRACT***

If COUNTY exercises its remedy to terminate this CONTRACT for CONTRACTOR fault, CONTRACTOR will have no right to continue providing Contract Services, MSW Management Services, or Solid Waste handling services under PRC Section 49251.

##### ***(4) Contract Claims***

CONTRACTOR does not have the right to make any claim under PRC Section 49520, but only under this CONTRACT.

#### ***c. Stop Contract Services / Procure New Services***

Upon expiration or termination of this CONTRACT, CONTRACTOR shall stop providing Contract Services even if the expiration or termination occurs before the end of the period described in PRC Section 49520. After expiration or termination of this CONTRACT, COUNTY may reprocore one or more agreements for

MSW Management Services with CONTRACTOR or other Persons. Those agreements may be exclusive, partially exclusive, or wholly exclusive franchises, contracts, licenses, permits or otherwise, with or without competitive bidding.

**4. Donation or Selling of Recyclables**

This CONTRACT excludes the right and privilege to Collect Recyclables that Occupant donates or sells to Persons other than CONTRACTOR.

**5. Collection from Commercial and Multifamily Premises**

This CONTRACT excludes the right and privilege to Collect transport, as well as Disposal/Diversion of Solid Waste from Commercial Premises and Multifamily Premises with five or more units.

**6. Collection of Solid Waste in Dumpsters**

This CONTRACT excludes the right and privilege to provide Collection, transport, and Disposal/Diversion of Solid Waste in Dumpsters, excluding Manure-only Dumpsters. Persons may arrange with the COUNTY Authorized Commercial Waste Hauler to provide MSW Management Services in Dumpsters. Persons may have Carts with exclusive Collection services from CONTRACTOR and have a Dumpster with service from another waste hauler.

**C. Exclusions from Exclusivity**

While the following Collection services are part of this CONTRACT, CONTRACTOR does not have the exclusive right to perform these services.

**1. County Services – Abandoned Waste and Litter Collection Services**

This CONTRACT is not exclusive in regard to County Services. COUNTY reserves the right to use its own forces or to contract with any company to provide Task 2 County Service including Collection of Abandoned Waste or emptying public receptacles.

**2. Emergency Services**

This CONTRACT is not exclusive in regard to Collection of Solid Waste during emergencies, as described in Section 11. Under this Section, CONTRACTOR may be requested to perform work in other COUNTY Franchise areas, Garbage Disposal Districts, cities, or Counties. Likewise, other waste haulers may be requested to provide Solid Waste services within this Service Area.

**3. Food Waste**

This CONTRACT is not exclusive in regard to Collection, transportation and Diversion of Food Waste. This exclusion also applies to Food Waste discarded in Carts by Commercial Franchise customers. Commencing upon the Commencement Date, CONTRACTOR shall Collect Food Waste discarded with Refuse.

At any time after the Commencement Date, in its sole discretion, COUNTY may do either of the following with respect to Collection, transportation, and Diversion of Food Waste that is discarded separately from Refuse:

- Renegotiate a change to this CONTRACT or enter a separate contract with the CONTRACTOR; or
- Enter a contract with another Person.

**4. Single-Pass Accounts**

This CONTRACT is not exclusive in regard to Collection, transportation and Disposal/Diversion from Customers that request and are approved by Director for one truck for the Refuse, Recyclables, and Green Waste Municipal Solid Waste Services. For example, it may be more efficient to have another waste hauler already providing a similar service adjacent to the Service Area. See item M of Section 4 for single-pass details.

**5. Certain Organic Waste Collection**

***a. Micro-Haulers***

This CONTRACT excludes the exclusive right and privilege to Collect Organic Waste that Occupant provides to Director approved/contracted Micro-Hauler. Director allows certain Customers to utilize Micro-Haulers to Collect, transport, and Divert part or all their Organic Waste that they generate, including but not limited to the collection of Manure, Landscaping, Food Waste.

Micro-Haulers are not to provide organic service to an Occupant equal to or more than one 64-gallon container collected weekly. Micro-haulers are not to exceed collection threshold of 3 tons of organic waste per month within the Service Area.

***b. Onsite Management***

This CONTRACT excludes the exclusive right and privilege to Collect Organic Waste that Occupant manages on the site where it is generated, such as onsite composting.

**c. Manure**

This CONTRACT excludes the exclusive right and privilege to Collect Manure. Manure may be Collected by CONTRACTOR or the County authorized hauler for the area.

**D. Definition of Rights**

In accordance with PRC Section 49523, based on the mutually satisfactory terms of providing Task 1 Services set forth in this CONTRACT and receipt of compensation therefore, CONTRACTOR shall cease providing Contract Services on the Expiration Date even if that Expiration Date should occur before the expiration of the period described in PRC Section 49520. This CONTRACT and acknowledgments in this CONTRACT do not foreclose COUNTY from re-procuring contracts for MSW Management Services, including from CONTRACTOR, after termination of this CONTRACT, by nonexclusive, partially exclusive, or wholly exclusive franchise, contract, license, permit or otherwise, with or without competitive bidding.

**E. Fees to COUNTY**

In consideration for exclusive franchise rights granted under this CONTRACT, CONTRACTOR shall pay COUNTY the Franchise Fee at the time and in the amount and manner established from time to time by COUNTY ordinance or resolution of the Board of Supervisors. CONTRACTOR shall not separately identify the Franchise Fee in correspondence with Customers, including in Terms and Conditions, bills, or invoices.

CONTRACTOR acknowledges the following:

- The elimination of competition with private persons for Contract Services under this exclusive franchise has significant monetary value to CONTRACTOR, and the franchise fee is consideration for that exclusivity.
- The franchise fee is a cost of doing business, like capital, fuel and labor costs.
- Paying COUNTY the franchise fee is an obligation of CONTRACTOR and not an obligation of Customers.

**F. Privacy (Contract Services)**

**1. General**

CONTRACTOR shall strictly observe and protect the rights of privacy of Customers and Occupants. CONTRACTOR shall not reveal to a Person other than COUNTY any information identifying individual Customers and Occupants or the composition or contents of a Customer's Solid Waste to any Person unless under Section 9 or upon the authority of law or upon valid authorization of the Customer. This provision may not be construed to excuse CONTRACTOR from its obligations to assist COUNTY in the

preparation of Solid Waste characterization studies or waste stream analyses, keeping Records, making Reports, or assisting COUNTY on meeting Federal, State, and local requirements.

**2. Mailing Lists**

CONTRACTOR shall not market or distribute mailing lists with the names and addresses of Customers and Occupants.

**3. Privacy Rights Cumulative**

CONTRACTOR'S obligations in this Section are in addition to any other privacy rights accorded Customers and Occupants under Applicable Law.

**G. Ownership of Solid Waste**

This CONTRACT does not purport to grant CONTRACTOR ownership over Solid Waste. The right to possession or ownership of Solid Waste placed at the Set-Out Site for Collection, including Green Waste, Food Waste, Recyclables, and Abandoned Waste, will be determined in accordance with existing law and is not affected by this CONTRACT. COUNTY acknowledges that it has no ownership rights in Solid Waste and that CONTRACTOR may provide for transfer of ownership in the Terms and Conditions.



## SECTION 2 - TERM OF CONTRACT

### A. Term of Contract Services

This CONTRACT is effective and binding on the Execution Date. It expires on the Expiration Date. Certain Performance Obligations survive expiration or termination of this Contract under subsection B below.

**“Commencement Date”** may be as early as [date] for [service area] and [date] for [service area].

**“Term”** is the period beginning on the Execution Date and ending on the Expiration Date.

**“Execution Date”** is the date both COUNTY and CONTRACTOR mutually sign this CONTRACT.

**“Expiration Date”** is any of the following days, as may be extended described in the following subsection A1 of this Section:

- [date] in Contracts for [service area] and [service area], or
- [date] in Contracts for [service area] on [date], or
- As earlier date that the Contract terminates in accordance with Part 6D of Exhibit 5.
- At the Director sole discretion, the expiration date may be extended by 3 or 8 years at the time of execution by COUNTY and CONTRACTOR based on the discounts offered by CONTRACTOR in Schedule of Prices, Form PW-2.

#### 1. Extensions of the CONTRACT Term

Director shall have the sole option to extend the initial Term of this CONTRACT under the following subsections A2, A3, A4, and A5.

#### 2. Two, 2-Year Extensions

Director may, in his sole discretion, extend the Term of this CONTRACT for up to two additional two-year periods.

#### 3. Six, 1-Month Extensions

Director may, extend the Term of this CONTRACT up to six times, each time in an increment of one to six months for a total of no more than six months. For example, the Director may first extend the Term for three months, subsequently extend it for two more months, and lastly extend it for one more month.

**4. Response to Emergency Extensions**

In the event of a declared emergency lasting three months or longer and resulting in implementation of items 1, 2 and 3, of Section 11, Item B, Director may extend the CONTRACT Term by the duration equal to that of the duration of the implementation no stop service, no late fees, and extended payment options set forth in item B6 of Section 11. See that section for more details.

**5. Contract Extension Cumulative**

The contract extensions are cumulative and may be exercised in any order. For example, after the end of the initial Term, Director may issue two 2-year extensions, one 3-month extension, followed by one 1-month extensions.

**6. Transition to Next Waste Hauler**

Certain obligations of CONTRACTOR survive the termination of this CONTRACT as provided under subsection B6 below.

**7. Notification to CONTRACTOR**

Director will Notify CONTRACTOR of the intent to extend or not extend this CONTRACT no later than the following:

- 90 calendar days before a 2-year extension begins
- 10 calendar days before a 30-day extension begins

**B. Obligations Upon Expiration or Termination of CONTRACT**

The following provisions will survive the expiration or termination of this CONTRACT:

**1. Acknowledgements**

All acknowledgments, including those in the following Sections:

- Item D of Section 1 (inapplicability of PRC 49520)
- Item C of Section 2 (no recovery of undepreciated asset value)
- Item A of Section 3 (no COUNTY responsibility for supervising or performing Task 1 Services)
- Item A of Section 9 (Record maintenance)
- Part 10 of Exhibit 5 (interpretation of this CONTRACT)

**2. Representations and Warranties**

All representations and warranties, including those made in accordance with the following Sections:

- Part 10 of Exhibit 5 with respect to review of this CONTRACT
- Item B of Section 14, Authority to Execute
- Attachment 5-9H, CONTRACTOR'S Representations and Warranties

**3. Indemnities**

All Indemnities.

**4. Payments**

All obligations to pay any due and payable monetary amounts or requests for those amounts, including:

- Payment of Transfer Deposits and Transfer Costs
- Damages under item D of Section 12
- Payment of County Service Fees under Exhibit 3A2
- Refund due to Customers that pay Customer Service Fees in advance of Customer Service
- Any Franchise Fees

**5. Records and Reports**

All obligations to maintain and submit Records and Reports, including:

- The final Annual Report
- Information with respect to Solid Waste Facilities
- Copies of certificates of insurance or other evidence of coverage
- Records of Disposal
- Notice of Destruction of Records of Disposal
- Inspection and audit
- Records of Abandoned Waste Collection including supporting documentation

**6. Provisions Surviving Expiration Date**

Any other provisions of this CONTRACT and rights and obligations of the Parties stated to survive the Expiration Date, including:

- This subsection B6 (cooperation during transition; removal of Carts), and
- Subsection C (no recovery of undepreciated asset value).

**a. Cooperation During Transition**

If CONTRACTOR is not awarded a new CONTRACT to allow CONTRACTOR to continue to provide MSW Management Services substantially similar to Contract Services in this Service Area after the expiration or termination of this CONTRACT, CONTRACTOR shall cooperate fully with Director and the succeeding contractor, licensee,

permittee, or other provider of MSW Management Services to assure a smooth, efficient, orderly, timely, and effective transition.

***b. Removal of Carts***

With respect to Task 1 Services, CONTRACTOR shall not remove a Container from any Premises until the earlier of:

- The date any replacement Containers are provided to the Customer by succeeding contractor, or
- 2 weeks after the Expiration Date.

**7. Container Purchase Option**

COUNTY may purchase Containers as specified in item D11 of Exhibit 3A1.

**C. Undepreciated Assets**

If any of CONTRACTOR'S Service Assets remain undepreciated upon the expiration or earlier termination by COUNTY of this CONTRACT, CONTRACTOR has no right to recover amounts equal to the undepreciated asset value from COUNTY or Customers, and neither COUNTY nor Customers are obligated to compensate CONTRACTOR for any undepreciated asset value.

CONTRACTOR acknowledges that when exercising its option to extend the Expiration Date, COUNTY need not consider whether any Service Assets are not fully depreciated as of the Expiration Date, and that CONTRACTOR invested in and depreciated those Service Assets in CONTRACTOR'S sole discretion.

## **SECTION 3 - SCOPE OF SERVICES AND SPECIFICATIONS (Contract Services)**

### **A. Prescribed Scope**

#### **1. Task 1 Services**

With respect to Task 1 Services, CONTRACTOR shall arrange to provide services to Premises in the Service Area in accordance with Exhibit 3A1 to both the following:

- Any Person in the Service Area who was receiving service immediately prior to the Commencement Date from COUNTY's contractor under a previous contract with COUNTY, and
- Any Person who requests Task 1 Services.

#### **2. Task 2 Services**

With respect to Task 2 Services, CONTRACTOR shall provide services to Director in accordance with Exhibit 3A2.

#### **3. Additional Contract Services Requirements**

With respect to additional Contract Services, CONTRACTOR shall provide services in the Service Area to Director in accordance with Exhibit 3A3.

#### **4. General**

Contract Services include providing Goods, Services, and Property necessary to meet Performance Obligations, including:

- Labor and supervision;
- Software and hardware, including Records of Customer subscription and complaints, billing, and routing, and system utilized by Director to track Task 1 and Task 2 Services;
- Leases; subleases; installment purchase agreements, including with respect to Vehicles and Carts;
- Equipment, including Vehicles, Carts, or other Containers (such as for special events);
- Supplies;
- Insurance, bonds, or other performance security if the insurer, surety, or another provider is an Affiliate or a captive of CONTRACTOR or any Affiliate;
- Maintenance and Office-administration facilities, and their contents,
- Legal, risk management, general, and administrative services.

CONTRACTOR must provide Contract Services in accordance with Service Specifications and Service Standards. Nevertheless, CONTRACTOR has

the freedom and discretion to determine the means, manner, or method of providing Contract Services. CONTRACTOR acknowledges that in entering into this CONTRACT, COUNTY is not responsible for supervising CONTRACTOR or for performance of any Contract Services. CONTRACTOR is responsible for choosing the Solid Waste Facilities, unless otherwise directed by COUNTY. In addition, COUNTY is not the owner or titleholder of any material Collected, transported, Disposed of, or otherwise handled by CONTRACTOR.

Any work performed outside the Performance Specifications without Director's prior written approval will be deemed to be a gratuitous effort by CONTRACTOR. CONTRACTOR shall have no claim against COUNTY for any consequential or related liabilities.

## **B. Change in Scope of Services**

### **1. Task 1**

Director may change the scope of Task 1 Services and Service Standards in accordance with Part 9 of Exhibit 5, subject to any adjustment in the Customer Service Fees in accordance with item A of Section 7.

### **2. Task 2**

Director may change the scope of Task 2 Services and Service Standards in accordance with Part 9 of Exhibit 5, subject to any adjustment in COUNTY Service Fees in accordance with Attachment 7-3 Task 2 Service Fees.

## **C. Vehicles**

### **1. General**

CONTRACTOR shall provide Vehicles of appropriate numbers, sizes, capacities, and functions required for the efficient Collection of different types of Solid Waste, such as Refuse, Recyclables, Organic Waste, Bulky Items, and Abandoned Waste. CONTRACTOR shall also provide non-compacting Vehicles for the Collection of E-waste, white goods and any other material that contains chlorofluorocarbons. Vehicles shall be so constructed such that Solid Waste or liquids will not blow, fall, sift, or leak out of the truck into the street. CONTRACTOR shall equip Vehicles with a shovel, broom, and petroleum absorbent agents. CONTRACTOR shall comply with any additional requirement with respect to the Vehicle as set forth in Exhibit 3A3.

### **2. Automation**

CONTRACTOR shall Collect Refuse, Recyclables, and Organic Waste in automated Collection Vehicles, except CONTRACTOR may Collect the following materials in non-automated Collection Vehicles:

- a. Bulky Items including E-waste
- b. Christmas trees
- c. Solid Waste discarded at Set-Out Sites that are Difficult to Service

### 3. Fuel/Power

[for contracts starting late to allow hauler more time to buy trucks]  
Within the first six months after Execution, all

Vehicles used for automated Collection must use Liquid Natural Gas (LNG), Compressed Natural Gas (CNG), Renewable Natural Gas (RNG), electric, or other alternatives to diesel fuel, as approved by Director unless Contractor Documentation provides otherwise with respect to Collection at Premises that are difficult to serve as permitted in item O of this Exhibit.

To assist COUNTY in complying with procurement requirements in SB 1383, CONTRACTOR must use RNG for 25 percent of its average fuel usage for its Collection fleet. A monthly average less than 25 percent requires approval of Director.

### 4. Extra Vehicles

CONTRACTOR shall maintain enough back-up Vehicles to replace similar types of Vehicles in the event of breakdowns, complaints, and emergencies. Director may specify a minimum number of backup Vehicles.

### 5. Maintenance

CONTRACTOR shall maintain Vehicles reasonably clean, and in good mechanical condition, and well painted, all to the satisfaction of Director. CONTRACTOR shall maintain Records of inspections and maintenance of all mechanical equipment that CONTRACTOR uses to provide Contract Services, including Vehicles. CONTRACTOR will use Vehicles that are safe to operate, in accordance with the requirements promulgated by COUNTY Department of Public Health, California Highway Patrol, South Coast Air Quality Management District, manufacturer, and all other applicable Federal, State, County, and local laws and regulations. CONTRACTOR shall allow Director to view all inspection and maintenance Records and shall provide Director with those Records upon request.

CONTRACTOR is not required to provide new Vehicles on the Commencement Date or to retire Vehicles of any specified age. However, CONTRACTOR shall not operate Vehicles that repeatedly breakdown or leak. CONTRACTOR shall replace a Vehicle that Director determines to be of unsatisfactory operating condition, such as one that is frequently breaking down and delaying services, leaking fluids, making excessive noise, or exhibiting other significant issues identified by Director.

## 6. Vehicle List

CONTRACTOR shall use only Vehicles that have been submitted to and approved by Director. CONTRACTOR shall submit a complete list of Vehicles, including back-up Vehicles, using Form V, accessible through Director's Solid Waste Information Management System (SWIMS) or similar system as directed by DIRECTOR, and update it as Vehicles change.

## 7. Vehicle Billboards

CONTRACTOR shall equip automated Collection Vehicles with frames on both sides capable of securing signs measuring approximately 30 inches by 90 inches or another dimension approved by Director. CONTRACTOR shall design, print, and install signs on each frame promoting Recycling, Diversion and safe handling of Unpermitted Waste or other topics as requested by Director, with text, graphics, and design approved by Director, up to six times throughout the CONTRACT term. CONTRACTOR shall ensure that the appropriate Director-approved signs are affixed to the Vehicle always. Director reserves the right to interchange any of the six signs up to four times per Contract Year. CONTRACTOR shall not use the billboards for commercial advertising. Item B3 of Exhibit 16 includes examples of sign designs.

## 8. Company Name

CONTRACTOR's name or other name, as approved by Director, and logo shall appear on all Vehicles.

## 9. Vehicle Monitoring

In all Vehicles used for Collection of Task 1 or Task 2 Services, CONTRACTOR shall install devices to monitor Vehicles' operations, including Global Positioning Systems (GPS) that record Vehicle's route and at a minimum, a camera facing forward and a camera facing the Solid Waste as it falls into the automated Collection Vehicle, unless Director consents otherwise. Video and location monitoring is required when maintaining Hot Zones, both for the monitoring and Collection. A side-mounted camera is not required for the Collection of Abandoned Waste or Bulky Items or Hot Zone monitoring. Monitoring equipment must be recording once a Vehicle leaves the yard during days of operation. Providing access to live streaming of video or GPS data to Director is not required but CONTRACTOR must provide COUNTY any software or licenses required to view recording or data.

Reports submitted to Director are to include maps of the vehicle's location with times as recorded based on the pinging and the video captured by the cameras, both with time and date stamps.



On a weekly basis, Director may request copies of Reports for one specific location and a second location within a Hot Zone, if applicable to the Service Area. This will typically be for one block of a street or alley. Director may request additional locations if Director suspects that the terms of the CONTRACT are being violated. For example, a high number of missed Collections or complaints of Collection after 6 pm would be an indicator for requesting additional Reports.

On a monthly basis, Director may request a copy of Reports for one entire Collection route that a specific Collection Vehicle travels in one day. This will typically be from the time the Vehicle leaves the yard until it returns at the end of the day.

CONTRACTOR shall provide copies of Reports within two business days of receiving Director request. Request may be for a specific time or a geographic location (e.g. between 10:00 a.m. and 11:00 a.m., or 1200 block of Main St.). CONTRACTOR's failure to provide Reports requested by Director within time specified by Director may be considered an admission of fault for the purposes of assessing Liquidated Damages. For example, if CONTRACTOR does not give Director a requested Report, within a period specified by Director, to verify that a Vehicle Collected all Containers on an identified block, Director may assume that CONTRACTOR did not Collect those Containers and assess Liquidated Damages.

**a. Video Equipment**

Video must be geotagged for location, time/date stamped, and at a resolution adequate to clearly identify the location being serviced and typically not less than 1280 x 720 at 30 frames per second. Recording of the video must be segmented for each Collection and not continuous for the entire route. Video must be geo-tagged to each Collection.

CONTRACTOR shall retain all videos in an electronic format for a minimum of 14 calendar days, or other duration as approved by Director.

**(1) Forward Facing Camera**

CONTRACTOR's automated Collection Vehicles shall be equipped with functioning, forward facing, or angled slightly to the right, video recording equipment to validate service complaints such as missed Collections and other items that may be of interest to Director.

(2) *Waste Collection Facing*

CONTRACTOR's automated Collection Vehicles shall be equipped with functioning, video recording equipment to validate Occupant compliance with County Disposal practices and applicable laws. Camera is to face forward on a front-loading Vehicle and toward the curb/passenger side for side-loading Vehicles. Video may be of interest to Director for use in conducting route reviews and contamination investigations required under SB 1383.

CONTRACTOR is to conduct a route review for prohibited Container contaminants on randomly selected Containers in a manner that results in all Collection routes being reviewed annually. This may include CONTRACTOR's driver monitoring the live video screen or office staff reviewing recordings, looking for contamination and tag/mark each video for further investigation by Director. CONTRACTOR is to include a plan for Director's approval to accomplish this requirement within 60 calendar days of CONTRACT Execution.

*b. Global Positioning System (GPS)*

GPS data will be maintained by CONTRACTOR either directly or through a third-Party service. The GPS shall be able to track a Vehicle's route with lines or dots superimposed on a map.

The GPS shall gather the following data: date, time, speed, direction, location (address) and shall be able to generate Reports. CONTRACTOR shall retain all data for a minimum of 90 calendar days or other duration approved by Director.

The minimum locate schedule (ping frequency of occurrence that GPS data is received from the Vehicle) shall be at least every one minute for fully automated Collection and at least every ten seconds for other Collection Vehicles, when within the Service Area.

**10. Special Vehicles**

See Exhibit 3A3 for possible special Vehicle requirements in this Service Area. This is likely only for areas with significant mountainous terrain.

**11. Scales**

Within 6 months of Director's request, all Automated Collection Vehicles are to have the ability to weigh each Container as it Collects from each Occupant's Set-Out Site. This data is to be connected to each service address and submitted upon Director's request.

**12. No Comingling of Abandoned Waste and Bulky Items**

CONTRACTOR shall use separate Vehicles for the Collection of Abandoned Waste and Bulky Items. This is necessary in order to allow CONTRACTOR to report the tonnages of each type of waste. However, Director may consider approving comingling in Service Areas with very little Abandoned Waste.

## SECTION 4 - SERVICE STANDARDS

### A. Public Health and Safety; Nuisances (Contract Services)

CONTRACTOR shall immediately Report to Director any public health and safety or nuisances listed below.

#### 1. Litter

CONTRACTOR shall immediately clean up all litter it caused. If CONTRACTOR services an over-filled Container where the lid cannot be closed, any litter must be cleaned.

When Collecting any Bulky Item or Abandoned Waste, CONTRACTOR shall also clean up all litter within a 3-foot radius of the site from which CONTRACTOR Collected the Bulky Item or Abandoned Waste. CONTRACTOR shall ensure that each Vehicle is properly staffed and equipped for this purpose.

#### 2. Spills

CONTRACTOR shall enclose or cover Solid Waste that it transports in Vehicles, debris boxes, hoppers, compactors, or any other containers. CONTRACTOR shall prevent Solid Waste from escaping, dropping, spilling, leaking, blowing, sifting, falling, or scattering from Vehicles ("Spills") during Collection and transportation. CONTRACTOR shall not transfer loads from one Vehicle to another Vehicle unless necessitated by mechanical failure or accidental damage to a Vehicle. CONTRACTOR shall immediately clean up any Spills on any alley, street, or public place.

#### 3. Leaking

CONTRACTOR shall prevent oil, hydraulic fluid, paint, or other liquid from leaking from its Vehicles. CONTRACTOR shall ensure that each Vehicle carries petroleum absorbent agents and other appropriate cleaning agents and if any liquid leaks from a Vehicle, CONTRACTOR shall immediately cover, treat, or remove the liquid materials from the ground, as necessary, and apply the necessary cleaning agent to minimize the adverse impact of the liquid materials.

#### 4. Noise

CONTRACTOR shall conduct Collection as quietly as possible, in compliance with noise levels prescribed by Applicable Law, including County Code Section 12.08.520-Refuse Collection Vehicles. CONTRACTOR shall cause the least possible obstruction and

inconvenience to public traffic or disruption to the peace and quiet of the Service Area.

While on Residential streets, CONTRACTOR shall minimize the noise for horses in the Public Right-of-Way. The Collection vehicle shall park and not operate the Collection arm or compact the load while within 100 feet of a horse that is walking in the Public Right-of-Way.

## **B. Private Property (Task 1 Services)**

CONTRACTOR shall obtain property owner consent to enter private driveways, alleys, streets, and parking lots in cases such as:

### **1. Private Property**

#### ***a. Acknowledgements***

CONTRACTOR acknowledges the following: Although there may be an implied waiver to access the front of Premises, a written consent may be advisable to access a side or rear yard. Additionally, private streets and driveways may not meet COUNTY's design standards and may not adequately withstand the weight of a Collection Vehicle.

#### ***b. Damage to Pavement: Waiver***

If CONTRACTOR operates Vehicles on private property, following Director approval, CONTRACTOR may require the property owner to allow CONTRACTOR'S entry and waive liability for CONTRACTOR'S damage to driveways or other pavement, in a form satisfactory to Director. CONTRACTOR is not obligated to require a waiver. A waiver will not relieve CONTRACTOR of its obligation to repair or replace damaged pavements if it caused the damage by its negligent or willful acts or omissions under Part 9C of Exhibit 5.

#### ***c. Personal Injury: Indemnity***

If CONTRACTOR enters private property whether in a Vehicle or by foot (for example to provide roll-out service), following Director approval, CONTRACTOR may require the property owner to hold harmless and indemnify CONTRACTOR in form satisfactory to Director. In that event, CONTRACTOR shall also require the property owner to hold harmless and indemnify COUNTY.

#### ***d. CONTRACTOR Indemnifies COUNTY***

Despite receiving COUNTY approval, CONTRACTOR shall indemnify and hold COUNTY harmless from liabilities related to entering Customers' Premises, whether CONTRACTOR acts in compliance or

noncompliance with this Contract. This indemnification is in addition to CONTRACTOR'S other Indemnifications.

**2. Single-Pass Collection**

If Customers request single-pass Collection (commingling of Refuse, Recyclables, and Organic Waste) on private alleys, streets, and parking lots, CONTRACTOR shall submit a request to Director in accordance with item M of Section 4, Single-Pass Collection.

**C. Non-Collection (Contract Services)**

CONTRACTOR is not obligated to Collect in any of the following events but must Report events to Director:

**1. Unpermitted Waste**

CONTRACTOR observes the presence of Unpermitted Waste at the Set-Out Site other than any Unpermitted Waste that CONTRACTOR Collects as Bulky Items;

**2. Unsafe Condition**

CONTRACTOR observes an unsafe condition at the Set-Out Site.

**3. Not Bagged or Bundled**

Solid Waste not placed in a Container, bags or bundles. Bulky Items do not need to be placed in a Container, bag, or bundle.

**4. Not At Set-Out Site**

A Container or a Bulky Item that is not placed at the Set-Out Site, except if a Customer has Roll-Out Service.

**5. Exceed Weight Limitations**

A Container exceeds any weight limitations described in Terms and Conditions.

**6. Delinquent Payment**

The Customer has not timely paid CONTRACTOR'S invoice for Task 1 Services in accordance with to item B7 of Section 7. One week prior to removing a Container for nonpayment of Customer Service Fees, CONTRACTOR shall also leave a notice for Occupants on a Container and call, e-mail or text Customer stating the deadline for payment.

**7. Inaccessible Premises**

The Premises are not accessible to Vehicles.

**8. Contamination**

***a. Recyclables Containers***

Refuse, Organic Waste, or Manure in a Recyclables Container.

***b. Green Waste Containers***

Refuse, Recyclables, or Manure in a Green Waste Container unless Manure is specifically allowed.

***c. Refuse Containers***

Manure in a Refuse Container.

***d. Manure Containers***

Refuse, Recyclables, or Organic Waste in a Manure Container unless Green Waste or Food Waste is specifically allowed.

**9. Unscheduled**

Unscheduled excess Refuse, Green Waste, Bulky Items, and E-waste in areas requiring advanced scheduling for collection under Exhibit 3A1. CONTRACTOR shall call, e-mail, or text Occupant by next Service Day to:

- Notify of the non-collection,
- Educate and explain why waste was not Collected, and
- Schedule the Collection.

If CONTRACTOR does not Collect Occupant's discarded Solid Waste, it shall complete a non-Collection notice and leave it securely attached to Occupant's Container or Bulky Items unless it is unsafe to do so. CONTRACTOR will use the form of non-Collection notice approved by Director in CONTRACTOR Documentation. The form must describe all the following:

- The reason CONTRACTOR did not Collect Occupant's Solid Waste,
- How the Customer can correct the problem, and
- How the Customer can contact CONTRACTOR.

Additionally, if the Occupant of the serviced Premises has signed up for electronic messages, such as the Smart-eClub, CONTRACTOR shall send a text or e-mail to the Occupant.

CONTRACTOR shall Collect the Customer's Solid Waste without additional cost to the Customer at the following times:

- **Same day:** no later than 6 p.m. on the day CONTRACTOR left the Non-Collection notice, if the Customer notifies CONTRACTOR before 12 p.m. that same day, or
- **Next day:** on the next day, if the Customer notifies CONTRACTOR after 12 p.m. that same day.

**D. Nondiscrimination**

CONTRACTOR shall comply with Subchapter VII of the Civil Rights Act of 1964, 42 U.S.C. Section 2000e-2000e(17). CONTRACTOR shall not exclude any Customer from receiving Contract Services on the grounds of race, creed, color, sex, gender, national origin, ancestry, religion, age, physical or mental disability, marital status, or political affiliation. It shall not exclude them from participating in, deny them the benefits of, or otherwise subject them to discrimination under this CONTRACT or under any project, program, or activity supported by this CONTRACT.

**E. CONTRACTOR Waste Reduction Practices (Contract Services)**

Consistent with the Board of Supervisors' policy to reduce the amount of Solid Waste Disposed in landfills within COUNTY, CONTRACTOR shall use best efforts to practice waste reduction and implement procurement policies in providing Contract Services, including maintaining Records. In written correspondence with Customers and Director, CONTRACTOR shall use recycled paper that is labeled to indicate its recycled content.

CONTRACTOR shall offer Customers the option to go paperless by joining the Smart-eClub in item C2 of Section 6.

**F. Customer Correspondence and Other Materials (Task 1 Service)**

CONTRACTOR shall submit to Director for approval, written materials CONTRACTOR intends to distribute to Customers at least eight County Business Days before printing, texting, e-mailing, or mailing the materials.

At Director's request CONTRACTOR shall distribute written information to its Customers and Occupants by including it within CONTRACTOR's mailings or by separate electronic distribution.

**G. Publicity and News Media Relations**

**1. Publicity**

Unless otherwise required by subsection F or subsection G.2, CONTRACTOR and its Affiliates, employees, consultants, agents, or



subcontractors may, without Director consent, publicize its Contract Services or indicate in its proposals and sales materials that it has been awarded this CONTRACT to provide Contract Services, if CONTRACTOR develops that publicity, proposals, or sales materials in a professional manner.

Neither CONTRACTOR nor any of its Affiliates, employees, consultants, agents, or Subcontractors may publish or disseminate commercial advertisements, news or press releases, opinions or feature articles using the name of COUNTY without the prior written consent of COUNTY'S Chief Executive Officer and County Counsel.

**2. News Media Relations; Trade Journal Articles**

CONTRACTOR shall notify Director by telephone followed by e-mail of all requests for news media interviews related to the Contract Services (and not other communities) within 24 hours of receiving the request. Before responding to requests involving matters other than the Collection programs and scope of Contract Services, CONTRACTOR shall discuss CONTRACTOR'S proposed response with Director.

CONTRACTOR shall submit copies of CONTRACTOR'S draft news releases or proposed trade journal articles related to Contract Services to Director for prior review and approval at least four County Business Days in advance of release.

CONTRACTOR shall give Director copies of media interviews and news releases related to Contract Services within four County Business Days of their occurrence.

**H. Responsiveness to County (Contract Services)**

CONTRACTOR shall meet the following standards:

**1. Normal**

Respond to COUNTY communications such as telephone messages, text messages, and e-mails no later than the next COUNTY Business Day. Acknowledge, at a minimum, that the CONTRACTOR has received the communication and provide an estimated time for a full response if the communication's issue cannot be immediately resolved.

**2. Special Events**

Respond to telephone message within one hour during special events, such as Mulch and Compost Giveaway Events and Annual Cleanup Events.

**3. Emergency Telephone Messages**

Respond to any telephone message within one hour in cases of emergencies as required under item J1 of Section 4.

**4. Written Correspondence**

Respond to written correspondence from Director within one week of receipt.

**5. Meetings**

Meet with Director during Director's Office Hours within one week of Director's oral or written request at Director's offices or other location requested by Director.

**I. No Commingling of Solid Waste**

**1. No Commingling Between Areas (Contract Services)**

CONTRACTOR may not commingle, in its Vehicles or otherwise, any Solid Waste that it Collects with the Service Area with any other Solid Waste that it Collects outside the Service Area in cities, counties, or other unincorporated areas, without prior written consent of Director.

For example, Director may allow Food Waste to be Collected from multiple jurisdictions to make Collection routes more efficient and therefore more cost effective. Additionally, Director may consider allowing commingling of Solid Waste during emergency situations.

Director may require documentation such as records of Customers, including Container capacities, in cities and in the Service Area, respectively. CONTRACTOR shall maintain Records with respect to Solid Waste collected in the Service Area separately from records with respect to Solid Waste collected outside the Service Area, including its weight.

**2. No Commingling of Different Materials (Task 1 Service)**

CONTRACTOR may not commingle, in its Vehicles or otherwise, any Solid Waste that it Collects with any other type of Solid Waste that it Collects within the Service Area, without prior written consent of Director, as detailed in item M of this Section. For example, if a Vehicle is on its route Collecting Refuse, it may not Collect Recyclable or Green Waste until after it has emptied its Refuse load at the approved facility. Additional requirements are in item G2 of Exhibit 3A1.

## **J. Key Personnel (Contract Services)**

CONTRACTOR acknowledges that it identified certain personnel and described their professional experience and qualifications in the proposal it submitted to Director about the procurement of this CONTRACT, and that COUNTY awarded this CONTRACT to CONTRACTOR based in part on those individuals' experience and qualifications. CONTRACTOR shall identify those personnel ("Key Personnel") in CONTRACTOR Documentation, Exhibit 17.

CONTRACTOR shall notify Director immediately of changes or upcoming changes in Key Personnel, including the professional experience and qualifications of the individual CONTRACTOR proposes to serve in place of a departing Key Personnel. Director may request CONTRACTOR to propose an alternative individual to serve in the position of the departing Key Personnel.

### **1. Emergency Telephone Number**

CONTRACTOR shall maintain a local emergency telephone number disclosed to Director for use by Director outside CONTRACTOR Office Hours. CONTRACTOR shall make a representative available at the emergency number outside CONTRACTOR Office Hours who will return any emergency call as soon as possible and in any event within one hour.

### **2. Lead Person**

CONTRACTOR shall assign a lead person(s), such as a route supervisor, to this Service Area. The lead person shall be responsible for ensuring that CONTRACTOR meets Performance Obligations. They shall spend as much time as possible in the Service Area. They shall act as a liaison between field crew and Director.

## **K. Uniforms (Contracts)**

CONTRACTOR shall require its field employees to wear uniforms and prohibit them from removing any portions of their uniforms while providing Contract Services. Uniforms must meet the following specifications:

- Bear the CONTRACTOR's name, or other name approved by Director (for example, a DBA instead of a corporate name), and
- CONTRACTOR'S logo.

## **L. Confidentiality (Contracts)**

CONTRACTOR shall maintain the confidentiality of all records obtained from Director under this CONTRACT in accordance with all Applicable Law. CONTRACTOR shall inform all its officers, employees, agents, and Subcontractors providing Contract Services of this confidentiality obligation.

CONTRACTOR acknowledges that these records may be subject to a Public Records Request made to COUNTY.

**M. Single-Pass Collection (Task 1)**

CONTRACTOR shall obtain Director's approval prior to implementing single-pass service. "Single-pass service" means that Occupants may commingle and discard Refuse, Recyclables, and Organic Waste, and CONTRACTOR may Collect them in the same Container. CONTRACTOR shall remove Recyclables and Green Waste Containers.

After Collection, CONTRACTOR must separate those commingled Solid Waste materials at a high diversion materials recovery facility that complies with SB 1383 requirements and Divert them. CONTRACTOR shall maintain weight Records of commingled Solid Waste separately from weight Records of source-separated Solid Waste.

**1. Approval**

Customers may request single-pass service on private alleys, streets, and parking lots. CONTRACTOR may request single-pass service on unpaved, extremely narrow, or steep roads and other places where it is difficult to Collect with Collection Vehicles used elsewhere in the Service Area. Requests must include the following:

- Proposed addresses,
- Written consent from all Customers affected by the single-pass, and
- Notification to Occupants residing on the Premises being serviced.

**2. Vehicles**

Depending on the number of Occupants approved to use the service, CONTRACTOR may consider using standard Collection Vehicles to empty the Containers at the Set-Out Site or a vehicle such as a pickup or stake bed truck to bring empty Containers to the Occupants and transport the full Containers to an approved facility for processing.

**3. Fee**

If approved by Director, CONTRACTOR may charge Customers the additional fee for the Customer Service Fees provided on the Attachment 7-2, Task 1 Service Fees of Exhibit 7. CONTRACTOR shall continue to charge the monthly fee for Basic Service but may add the additional fee for each comingled Refuse Container requested by Customer. The fee shall be separated into two components.

- Disposal/Diversion - This is the expense related to process the waste at a more expensive facility. It may be charged to each Customer, per Container
- Transportation - This is the added expense related to sending one special truck from CONTRACTOR's yard to the Service Area and then to the MRF. It may be charged as a cost shared equally by all single-pass service Customers.

For example, if one block with 12 homes on a private road was approved to use the service and each Customer requested two Containers. Assuming CONTRACTOR had bid \$10 for Diversion/Disposal and \$250 for transportation, the cost billed to each home would be the Basic Service Fee +  $(2 \times \$10) + (\$250/12) = \$40.83$ . Similarly, if there were only 2 homes, the cost billed to each home would be the Basic Service Fee +  $(2 \times \$10) + (\$250/2) = \$145.00$ .

## **SECTION 5 -        ADDITIONAL CONTRACT PROVISIONS**

Exhibit 5 contains additional CONTRACT provisions that are incorporates by reference into the CONTRACT. Exhibit 5 includes the following parts:

- Part 3 General CONTRACT Requirements
- Part 4 Indemnifications and Insurance
- Part 6 Debarment Breaches and Defaults; Suspensions; Termination
- Part 8 Transfer of CONTRACT
- Part 9 General Provisions
- Part 10 Definitions and Interpretations of CONTRACT
- Part 11 Compliance with Laws and Regulations
- Part 12 Labor-Related Provisions Required in County Contracts

## **SECTION 6 - CUSTOMER SERVICE (Task 1 Services)**

### **A. Facilities**

CONTRACTOR shall maintain both the following:

- A Vehicle maintenance yard, and
- Office at the address provided in CONTRACTOR Documentation.

CONTRACTOR may change the address by notifying Director in accordance with item A6 of Exhibit 17.

### **B. Telephone Service**

CONTRACTOR shall maintain a toll-free telephone number and meet the following criteria:

#### **1. Office Hours**

CONTRACTOR shall provide a customer service representative to personally answer all calls to the toll-free number during CONTRACTOR Office Hours, including calls from Director, Customers, Occupants, and the public.

#### **2. After Hours**

CONTRACTOR shall provide an answering machine to answer all calls to the toll-free number outside of CONTRACTOR Office Hours that allows callers to leave messages, such as reporting missed pick-ups and other complaints. CONTRACTOR shall further comply with County Code Section 20.72.160.

#### **3. On Hold Messaging**

CONTRACTOR shall use Reasonable Business Efforts to broadcast public education messages while Customers are waiting on hold to talk to a customer service representative.

#### **4. Telephone Tree**

CONTRACTOR shall require no more than two recorded options on a telephone tree before the caller speaks to a live customer service representative (for example, English/Spanish and residential/commercial service choices).

**5. Answer Speed**

CONTRACTOR shall use Reasonable Business Efforts to answer the telephone within four rings. CONTRACTOR shall answer 90 percent of all calls within the first 4 rings.

CONTRACTOR shall not leave the Customer on hold for more than ten minutes.

If Director determines that CONTRACTOR does not meet these Service Standards, Director may require that CONTRACTOR install additional telephone lines, hire additional customer service representatives, and make other customer service improvements without increasing Service Fees. Their determination will be based on whether the CONTRACTOR answers calls:

- Within five rings, based on at least three calls within one week, or
- 10 calls within one month.

**6. Bilingual**

CONTRACTOR shall respond to Customers and Occupants in English or Spanish as requested by the Customer or Occupant. Director may also require reasonable access to other languages such as through a translation service.

**7. Knowledgeable Staff**

CONTRACTOR shall provide customer service representatives with a knowledge of basic services in the CONTRACT. A supervisor with extensive CONTRACT knowledge is to be available to respond to questions or concerns by callers.

A representative answering a regional or nation-wide hotline with no CONTRACT specific training is not acceptable. Also, calling someone back after researching the correct answer is acceptable but providing the wrong information due to a lack of adequate training is not acceptable.

**C. Paperless/Electronic Information and Services**

**1. Website**

CONTRACTOR shall develop and maintain a website that includes the following information and Service options:



**a. Service Information**

Information such as Terms and Conditions form or service information, service brochures, newsletters, FAQ's, Holiday schedules, Christmas tree pick-up information, service changes, invoice explanations, allowable and forbidden discards, list of recyclable materials, educational and outreach materials, notifications, alerts, and other information requested by Director.

**b. Bill Payment**

The ability for Customers to review and pay their bills for Additional Customer Services under item B3 of Section 7, if they subscribe to Smart-eClub.

**c. Service Requests**

Requests for service collection that is not regularly scheduled, including on-call bulky waste collection, requests for extra pickups, and service cancellations.

**d. Contact Us**

CONTRACTOR's contact information where Customers can register complaints and follow-up on complaint resolution.

**e. Link**

Link to Director's website, CleanLA.com.

**2. Smart-eClub**

To reduce paper waste and reach more readers, CONTRACTOR shall offer both the owners and occupants of serviced Premises the option to join the Smart-eClub. CONTRACTOR shall offer Customers the following Smart-eClub options:

- Receiving service information described in preceding item C1a electronically, subsequently switching back to paper;
- Electronic billing under preceding item C1b;
- Making service requests under preceding item C1c; and
- Contacting CONTRACTOR under preceding item C1d.

CONTRACTOR shall give all educational messages and the template for service messages to Director for approval prior to sending to Customers. Upon Director's request, CONTRACTOR shall send messages provided by Director.

**3. E-mail Address**

CONTRACTOR shall maintain an e-mail address for use by Customers and Occupants.

**D. Responses to Customer Complaints and Other Correspondence**

**1. Resolution of Complaints**

***a. Call/E-mail for Service***

CONTRACTOR shall maintain an e-mail address under preceding subsection C3 and telephone service under subsection B of this Section.

A call or e-mail from a Customer or Occupant to request a service or report an issue, such as a damaged container, is not considered a complaint.

***b. First Complaint***

CONTRACTOR shall address all Customer and Occupant complaints immediately and resolve them by the end of the next Service Day following Customer or Occupant contact or any reasonable time agreed upon between Customer or Occupant and CONTRACTOR. A Customer or Occupant should not have to call or e-mail to complain on the same issue because CONTRACTOR did not resolve it as previously committed by CONTRACTOR, such as a damaged Container was not repaired or replaced as committed.

***c. Second and Subsequent Complaints***

A Customer or Occupant should never have to call or e-mail to complain a second time on the same issue because CONTRACTOR did not resolve it as previously committed by CONTRACTOR.

**2. Communications Log**

CONTRACTOR shall enter, log, and maintain Records of all communications and their resolution, in computerized format and in compliance with County Code Section 20.72.160. CONTRACTOR shall maintain that log. CONTRACTOR shall submit the log for the applicable quarter to Director with CONTRACTOR'S Quarterly Report under item A2 of Section 10.

### **3. Missed Collections**

If Director, a Customer, or an Occupant notifies CONTRACTOR that CONTRACTOR has not Collected an Occupant's Solid Waste and not met its Performance Obligation, CONTRACTOR shall Collect at no additional charge:

- No later than 6 p.m. on the day of service, if it receives the complaint by 12 p.m.; or
- On the next day, if the complaint is received after 12 p.m. on the day of service.

### **4. County's Reimbursement Costs**

If COUNTY employees or their contractors spend more than either of the following times resolving Customer complaints, then CONTRACTOR shall reimburse COUNTY its Reimbursement Costs that COUNTY incurred to resolve the complaint:

- Two hours in the aggregate resolving complaints from any single Customer that the Customer states have previously been filed with CONTRACTOR, or
- More than one hour in any work week (Monday through Friday) resolving complaints from different Customers.

The invoice for Reimbursement Costs should include all the following information:

- The address of the Premises being serviced,
- Customer who complained,
- Nature of complaint,
- Amount of time spent,
- Costs, including hourly fees for employees, agents or contractors who addressed the complaints, and
- Expenses, including phone and postage costs.

### **E. Service Interruption**

CONTRACTOR shall monitor the Public Works Road Closure website (<http://pw.lacounty.gov/roadclosures/>) for conditions that may cause service interruptions. CONTRACTOR shall not alter or interrupt its service schedule without Director consent.

CONTRACTOR shall alert all Customers and Occupants of any Director-approved interruption in service and when service will resume. CONTRACTOR may use any type of communication, including phone blast, e-mail blast, and text messaging. Examples of interruption include various reasons, such as road closures, extreme weather conditions, or breakdown of CONTRACTOR equipment.

## **F. Responsiveness to Customer**

Respond to communications such as telephone messages, text messages, and e-mails to the source that made contact no later than the next business day. If CONTRACTOR is unable to directly address the issue, CONTRACTOR shall respond with an acknowledgement to confirm receipt of message and indicate when the issue will be addressed.

Respond to United States Postal Service, Federal Express, or other courier provided correspondence from Customers or Occupants within one week of receipt.

## **G. Setting Up or Terminating Service**

### **1. New Customers**

- Obtain contact and service location information
- Explain services and charges
- Mail brochure
- Offer additional Bulky Item Collection upon move-in/out
- Offer Smart e-Club (paperless)
- Deliver Containers
- Explain Organic Waste Diversion requirements and offer in-home Food Waste container

### **2. Terminating Service**

- Offer Bulky Item Collection
- Explain what to do with Containers
- Explain refund procedure for any prepaid services

## SECTION 7 - SERVICE FEES AND BILLING

**Basic Service Fee** means the monthly charges for that CONTRACTOR bills a Customer for providing Collection with respect to Customer Services, without surcharges for Additional Customer Services on the Service Fee Schedule, Attachment 7-2, Task 1 Service Fees.

**Basic Service** means Customer Services including the once per week Collection frequency in item B3 and the one 96-gallon Refuse, two 96-gallon Recyclables, and two 96-gallon Green Waste Containers in item D, but without any Additional Customer Services.

**County Service Fee** means the fees that CONTRACTOR bills COUNTY for providing Collection with respect to County Services.

**Customer Service Fee** means the Basic Service Fee and Customer Surcharges in the Customer Service Fee Schedule, Attachment 7-2, Task 1 Service Fees.

**Customer Surcharges** means the amounts listed as “Surcharges” on the Service Fee Schedule, Attachment 7-2, Task 1 Service Fees.

### A. Customer Service Fees

CONTRACTOR shall charge Customers no more than the Customer Service Fees in Attachment 7-2, Task 1 Service Fees of Exhibit 7. Customer Service Fees are subject to a rate adjustment as specified in Exhibit 7.

COUNTY may subsidize Green Waste Diversion fees for Customer through a temporary reduction of CONTRACTOR’s Franchise Fee. CONTRACTOR is to consult with Director prior to billing Customers.

#### 1. Uniform Fees

CONTRACTOR shall charge the same, uniform Customer Service Fees for the same Task 1 Services listed in Attachment 7-2, Task 1 Service Fees of Exhibit 7. For example, one Customer should not be charged \$10 for roll-out service while another customer is charged \$8.

#### 2. Surcharges

Surcharges will be added to the Basic Service Fee. See Attachment 7-2, Task 1 Service Fees of Exhibit 7.

##### a. Billing Fees

- 10 percent late fee
- \$25.00 for interruption of service
- \$25.00 fee on returned checks

**b. Extra Containers**

**c. Difficult to Service**

**d. Roll out Service**

(1) *Non-Elderly or Non-Disabled*

(2) *Elderly or Disabled*

CONTRACTOR shall provide this service, without additional charge to Customer, for Occupants who are Elderly or Disabled and certify to the CONTRACTOR that there is no able-bodied individual in the household who can roll-out Cart to the Set-Out Site.

**e. Additional Bulky Item Collection**

**f. Excessive Container Exchanges**

**g. Manure Service**

**h. Bear Resistant Carts**

**i. Recyclables Cart with Gravity Lock**

**j. Monthly Container Cleaning**

**3. Basic Service Fee Discounts**

CONTRACTOR shall subtract the following discounts to the Basic Service Fee. CONTRACTOR is not to charge more than the amounts in Attachment 7-2, Task 1 Service Fees of Exhibit 7.

**a. Senior Discount (25 percent)**

CONTRACTOR shall discount the Basic Service Fee by 25 percent for Elderly Customers at Residential Premises meeting all the following requirements:

(1) *62 or Older*

The Customer is age 62 or older as evidenced by a driver's license or other document issued by a governmental entity.

(2) *Head of Household*

The Customer is a head of household as evidenced by his or her name on utility or telephone bills for the involved premises.

**(3) Life-Line or Low Refuse Generator**

The Customer either: (a) qualifies for discounted utility rates based on financial need (such as those referred to as "life-line" rates) as evidenced by water, power, or telephone bill for the involved premises, or (b) generates small amounts of waste and for Refuse uses only one 32-gallon Cart.

**b. No Service**

CONTRACTOR shall not discount the total for Basic Service Fees for Customers that do not use any or Task 1 Services, such as not separating Recyclables and Organic Waste from Refuse and do not use Containers for Recyclables or Organic Waste discard.

**c. Homeowner Association**

A Homeowner Association (HOA) shall be entitled to the discount if they meet all the following criteria:

- Pays fees on behalf of the residents in the complex/development,
- Enrolls in the Smart eClub, and
- Provides CONTRACTOR a minimum of 75 percent of the resident's current email addresses or cell phone numbers,

A further discount shall be offered if the HOA does not use Green Waste Containers for landscaping but may have Food Waste-only Containers.

CONTRACTOR is required to send all applicable electronic outreach materials to Occupant's cell phones or email address but is not required to mail outreach through the U.S. mail.

Any residents within the same complex that do not have their services paid by the HOA or have additional services not included in the HOA bill are not eligible for the HOA discount.

**B. Customer Invoice and Payment**

**1. Invoice Content**

CONTRACTOR shall include in its Customer invoice the following information:

**a. *Contact Information***

CONTRACTOR's telephone number, Office address, website and e-mail address for Customer complaints and questions.

**b. *Itemized Costs***

Itemize costs in accordance with services. CONTRACTOR shall not identify that portion of a Customer's invoice attributable to a Franchise Fee, if any.

**c. *Paperless Option***

A message promoting its website-based invoicing and payment system on all paper invoices sent to Customers.

At Director's request, CONTRACTOR shall promptly submit a copy of a Customer's invoice to Director.

**2. Frequency**

CONTRACTOR shall invoice Cart Customers quarterly following the Calendar Year quarter and Dumpster Customers (if applicable) monthly, or an alternate frequency as approved by Director.

Task 1 Services including any surcharges are to be billed to Cart Customers quarterly, three months in advance. Bills shall be sent on or after the first day of the billing period. Payment in full is due no later than the last day of the first month. For example, bills are sent on April 1 for the billing period of April, May, and June and due on April 30.

If Customer fails to pay bill, see item B7 of this Section for actions to be taken.

**3. Electronic Invoicing**

To reduce paper waste, CONTRACTOR shall make available to all Customers an electronic invoicing system at no additional charge. CONTRACTOR shall ensure that the electronic invoicing and payment website conforms to industry-standard practices for electronic commerce security. CONTRACTOR must ensure that these Customers receive invoice inserts such as newsletters either electronically or paper copies, as requested by Customer. Through CONTRACTOR'S website, Customers may request to cease paper invoices and receive all invoices through e-mail or access them on CONTRACTOR'S website.



**4. Inserts**

At Director's request, CONTRACTOR shall include a message and/or enclose with Customer's invoice all inserts prepared and provided by Director.

**5. Electronic Payment**

CONTRACTOR shall make available to all Customers an electronic payment system at no additional charge. This system will be website based and allow Customers to pay invoices through CONTRACTOR'S website, both one-time and reoccurring. CONTRACTOR must allow credit card payments and may include direct bank routing or other payment methods.

**6. Refunds**

CONTRACTOR shall refund any overcharges to a Customer (including advance payments for Task 1 Services that are subsequently canceled) within 30 days after collection thereof. CONTRACTOR shall pay the Customer interest on overcharges (other than advance payments for subsequently canceled services) with interest thereon at ten percent per annum from the date originally overcharged until the date refunded.

**7. Late Payment**

Customer payment of bills are due to CONTRACTOR no later than the last day of the first month of the calendar quarter. The following are the required warning notices and maximum allowable penalties for late payment. CONTRACTOR may be more lenient.

If payment is not received after 1.5 month, a reminder shall be sent to Customer indicating missed payment, balance due, and warning of ten percent late fee. If payment is not received by the last day of the second month, the account will become delinquent and an additional ten percent fee may be added to the balance. If payment is not received after 2.5 months, a second reminder shall be sent to Customer indicating missed payment, balance due including ten percent late fee, and warning of stopping service and Container removal. If payment is not received after 3 months, Task 1 Collection Service may be stopped. If payment is not received after 3.5 months, Task 1 Collection Service may be interrupted by removing the Containers from the premises and a \$25 interruption fee may be charged upon returning Containers to Premises. CONTRACTOR is to abide by any trespassing laws while removing Containers.

If Customer fails only to pay for surcharges for any or all special services in item A2 of Section 7, those special services shall be stopped without affecting other services. For example, if a Customer has an extra Refuse

Container but is not paying the fee for the Container, the extra Container should not be Collected but all other Task 1 Services shall be provided.

A \$25.00 fee on returned checks (insufficient funds) may be charged to Customer.

**Plain Language Table**

Elapsed Time	Action
1st day of quarter	Bill sent to Customer
1 month	Bill due to CONTRACTOR
1.5 months	Reminder sent with warning of late fee
2 months	Unpaid bill delinquent, 10 percent late fee added
2.5 months	Reminder sent with warning of stop service, container removal, and interruption fee
3 months	Service stopped
3.5 months	Containers removed, \$25 interruption fee

**a. Partial Payment**

If Customers fails only to pay for surcharges for any or all special services in item A2 of Section 7, those special services shall be stopped without affecting other services. For example, if a Customer has an extra Refuse Container but is not paying the fee for the Container, the extra Container should not be Collected but all other Task 1 Services shall be provided.

**b. Returned Check Fee**

A \$25.00 fee on returned checks (insufficient funds) may be charged to Customer.

**C. County Service and Fees**

**1. County Service Fees and Maximum Contract Sum**

COUNTY agrees, in consideration of the performance of Task 2 County Services in items A, B, E, F, and G of Exhibit 3A2 to pay the CONTRACTOR County Service Fees. The fees are specified in Attachment 7-3, Task 2 Service Fees and Attachment 7-4, Emergency Service Fees of Exhibit 7 that CONTRACTOR Collects, in the **not-to-exceed amount of \$[ ]** per Contract Year or a greater amount as the Board may approve. This is referred to as the "Maximum Contract Sum" for Task 2 Services. County Service Fees are subject to a rate adjustment as specified in Exhibit 7.

**a. Abandoned Waste Not Commingled**

If CONTRACTOR does not commingle Abandoned Waste in the same Vehicle with other Refuse, and the facility weighs Abandoned Waste that CONTRACTOR delivers, CONTRACTOR shall report that weight to Director in the Monthly Report and keep copies of all weigh receipts. If a facility does *not* weigh those materials, CONTRACTOR shall calculate the weight of allocated Abandoned Waste in accordance with Cal Recycle weight conversion standards <http://www.calrecycle.ca.gov/LGCentral/Library/dsg/Appendix1.htm>, or other method satisfactory to Director.

***b. Abandoned Waste Commingled***

If CONTRACTOR *does* commingle Abandoned Waste in the same Vehicle as other Refuse, CONTRACTOR shall allocate the proportion of Abandoned Waste to other Refuse in a formula approved by Director, and weigh or calculate the weight of the Abandoned Waste as set forth in the preceding paragraph.

**2. Special Fund Obligation**

COUNTY will pay County Service Fees from COUNTY'S Road Fund or other sources. CONTRACTOR acknowledges that it will not be compensated for providing County Service under Task 2 Services from Customer Service Fees under Task 1 Services. Customers or Occupants do not pay County Service Fees.

**3. Billing**

CONTRACTOR shall bill COUNTY monthly for COUNTY Services performed during the preceding month by invoice (original and a copy) in a form satisfactory to Director. COUNTY will electronically pay via direct deposit County Service Fees to the CONTRACTOR within 30 days of receipt and approval of a properly completed and undisputed invoice. If CONTRACTOR is certified by COUNTY as a Local Small Business Enterprise, COUNTY will pay CONTRACTOR in accordance with Board of Supervisors Policy No. 3.035, Small Business Liaison and Prompt Payment Program.

The itemized invoice shall contain a reference to the name of the Service Area and Environmental Programs Division, Residential Franchise/Garbage Disposal District Section. CONTRACTOR shall submit invoices to:

Los Angeles County Public Works  
Attention: Fiscal Division, Accounts Payable  
P.O. Box 7508  
Alhambra, CA 91802-7508

**a. *Abandoned Waste - Weekly Collection***

For weekly Abandoned Waste Collection, CONTRACTOR shall bill COUNTY based on the tons collected, as indicated in Attachment 7-3 Task 2 Service Fees of Exhibit 7. The rate shall be calculated as follows:

CONTRACTOR may request a fee for the tons of waste Collected.

**b. *Abandoned Waste - Hot Zone Daily Monitoring and Collection***

**(1) Monitoring All Hot Zone Locations**

CONTRACTOR may request a fee equal to the Monitoring All Hot Zone Locations for every linear foot within the zone, each day. All Hot Zones refers to the original location indicated in CONTRACT and not any that are added or removed after the Execution Date. CONTRACTOR is required to use Director's Trash Monitoring Program (TMP) smartphone application, or other system as determined by Director, to record information such as the location, brief description, no dumping found in the Service Area, and photographs of Collected Abandoned Waste.

For example, for a \$1.00 rate for 500 feet, CONTRACTOR may request  $\$1.00 \times 500 \times 22 \text{ days} = \$11,000$  per month.

**(2) Additional Hot Zone Monitoring**

After the Execution Date, if Hot Zones are created or expanded greater than the length indicated in Item 16.A.2 of Exhibit 16, CONTRACTOR may request a fee equal to Additional Hot Zone Monitoring for the additional distance only.

CONTRACTOR is not required to provide evidence of monitoring unless Director requests.

**b. *Abandoned Waste - Hot Zone Daily Monitoring and Collection***

**(1) Monitoring All Hot Zone Locations**

CONTRACTOR may request a fee equal to the Monitoring All Hot Zone Locations for every linear foot within the zone, each day. All Hot Zones refers to the original location indicated in CONTRACT and not any that are added or removed after the Execution Date. CONTRACTOR is required to use Director's Trash Monitoring Program (TMP) smartphone application, or

other system as determined by Director, to record information such as the location, brief description, no dumping found in the Service Area, and photographs of Collected Abandoned Waste.

For example, for a \$1.00 rate for 500 feet, CONTRACTOR may request  $\$1.00 \times 500 \times 22 \text{ days} = \$11,000$  per month.

(2) *Additional Hot Zone Monitoring*

After the Execution Date, if Hot Zones are created or expanded greater than the length indicated in Item 16.A.2 of Exhibit 16, CONTRACTOR may request a fee equal to Additional Hot Zone Monitoring for the additional distance only.

CONTRACTOR is not required to provide evidence of monitoring unless Director requests.

**c. *Public Receptacles***

(1) *Existing*

CONTRACTOR may request a fee equal to the number of Collections made from Public Receptacles during the month, regardless if it is Refuse or Recyclables from a standard or solar powered compactor. CONTRACTOR is required to record the number of Collections and submit with the monthly invoice.

(2) *Additional*

CONTRACTOR may request a fee equal to the number of Collections made from additional Public Receptacles during the month, regardless if it is Refuse or Recyclables from a standard or solar powered compactor. CONTRACTOR is required to record the number of Collections and submit with the monthly invoice.

**d. *No Longer Used***

**e. *Homeless Encampments***

(1) *Abandoned Homeless Encampments*

CONTRACTOR may request a fee equal to the Collections made during the cleanup on an abandoned homeless encampment during the month.

(2) *Occupied Homeless Encampments*

CONTRACTOR may request a fee equal to the number of each bag, box, Cart or Dumpster Collection made each week at homeless encampments during the month.

*f. Emergency Assistance*

COUNTY agrees, in consideration of satisfactory performance of Task 2 County Services in item A2 of Section 3 and the associated item F of Exhibit 3A2, in strict accordance with the service specifications set forth herein, to the satisfaction of Director, to pay the CONTRACTOR County Service Fees at the fee specified in Attachment 7-4, Task 2 Emergency Service Fees of Exhibit 7.

*g. Litter Collection*

(1) *In Alleys*

CONTRACTOR may request a fee equal to the rate per mile of Alleys, Collected during the cleanup of the right-of-way during the month.

(2) *As-Needed*

CONTRACTOR may request a fee equal to the number of bags Collected during the cleanup of the right-of-way during the month.

(3) *Additional*

CONTRACTOR may request a fee equal to the additional number of bags Collected during the cleanup of the right-of-way during the month.

**4. Payment Exceeding Maximum Contract Sum**

In no event shall the aggregate total amount of compensation paid to the CONTRACTOR exceed the Maximum Contract Sum.

**5. Request Work**

The CONTRACTOR understands and agrees that only Director is authorized to request or order work under this CONTRACT. The CONTRACTOR acknowledges that the designated authorized representative is not authorized to request or order any work that would

result in the CONTRACTOR earning an aggregate compensation more than this CONTRACT's Maximum Contract Sum.

**6. Performing Work to Exceed Maximum Contract Sum**

The CONTRACTOR shall not perform or accept work requests from the designated authorized representative or any other person that will cause the Maximum Contract Sum to be exceeded. CONTRACTOR shall monitor the balance of the Maximum Contract Sum. When the total of the CONTRACTOR's paid invoices, invoices pending payment, invoices yet to be submitted, and ordered services reaches 75 percent of the Maximum Contract Sum, the CONTRACTOR shall immediately notify the authorized representative in writing.

**7. Budget Reduction**

If the Board of Supervisors adopts a budget for any Fiscal Year that reduces the salaries or benefits paid to most COUNTY employees and imposes similar reductions with respect to COUNTY Contracts, COUNTY reserves the right to correspondingly reduce the following:

- The County Service Fees for that Fiscal Year and any subsequent Fiscal Year during the Term of this CONTRACT (including any extensions), and
- The Maximum Contract Sum.

Except as set forth in the preceding sentence, the CONTRACTOR shall continue to provide all the services set forth in this CONTRACT. Director's notice to the CONTRACTOR regarding said reduction in payment obligation shall be provided within 30 calendar days of the Board's approval of such actions.

**8. Deductions**

COUNTY may deduct from any payment due CONTRACTOR any incurred or anticipated County Reimbursement Costs, including legal fees and staff costs, associated with any investigation or enforcement proceeding brought by Cal/OSHA arising out of COUNTY Service.

**9. No Payment Following Expiration/Suspension/Termination of CONTRACT**

CONTRACTOR shall make no claim against COUNTY for payment of any money or reimbursement, of any kind whatsoever, for any County Service that CONTRACTOR provides after the expiration, suspension, or other termination of this CONTRACT. If CONTRACTOR receives any such payment, it shall immediately inform Director and repay all that payment to COUNTY. Payment by COUNTY for County Services rendered after expiration, suspension, or termination of this CONTRACT shall not

constitute a waiver of COUNTY's right to recover such payment from CONTRACTOR. This provision shall survive the expiration, suspension, or termination of this CONTRACT.

**10. No Longer Used**

**11. Change in Service Area**

It is understood that the monthly compensation to be paid to the CONTRACTOR may be increased in proportion to the enlargement of the boundaries of the Service Area or to expansion of the area to be served, and the monthly compensation may be decreased if the area to be served decreases such as diminution of the size of the Service Area. This also included a change in the number of public receptacles and a change in the number or length of Hot Zones.

**12. Dissolution of Service Area**

It is understood that in the event of the dissolution of the Service Area, this CONTRACT and all obligations of either of the parties thereto shall be at an end, whether such dissolution results from proceedings under the provisions of the act pursuant to which the Service Area was created, by operation of law, or resulting from municipal annexation or incorporation, except for record retention requirements. Annexations are discussed in more detail in Item A 2 of Section 1.



## **SECTION 8 - WASTE CHARACTERIZATION STUDY**

### **A. Participate with County Study**

CONTRACTOR shall cooperate with Director in conducting Solid Waste characterization studies and waste stream audits. Cooperation includes all the following:

- Diverting Collection Vehicles from their regular route to alternate locations;
- Emptying all Solid Waste from Collection Vehicles; and
- Providing Collection, transportation, and Disposal of Solid Waste remaining after the study or audit.

### **B. Perform Study**

CONTRACTOR shall perform Solid Waste generation and Disposal characterization studies to assist County in compliance with State laws and goals, including SB 1383, Article 3, Section 18984.5(c). CONTRACTOR's study shall also include collecting data and preparing reports, as needed and as directed by Director, to determine weights and volumes of Solid Waste that is Collected and to characterize Solid Waste that is generated, Disposed, transformed, Diverted, or otherwise processed, by Customer type (such as Single-Family, Multi-Family, Commercial).

#### **1. Methodology**

CONTRACTOR shall follow all guidelines and sampling methodology established by CalRecycle when conducting the study.

#### **2. Frequency**

CONTRACTOR shall perform the required studies twice per Contract Year in two distinct seasons.

### **C. Facility Results**

As required in item 2A of Section 10, CONTRACTOR is to submit a copy of any waste characterizations performed on Recyclables by the Materials Recovery Facility.

## SECTION 9 - RECORDS

CONTRACTOR'S obligations and COUNTY'S rights in this Section survive the term.

### A. Record Maintenance and Retention

#### 1. All Records

CONTRACTOR shall prepare and maintain all Records in accordance with generally accepted auditing principles during the Term and for an additional period of not less than five years after the Expiration Date or any longer period required by Applicable Law.

#### 2. Disposal Records

CONTRACTOR acknowledges:

##### a. *Claims*

That COUNTY may need to respond to claims under CERCLA or similar applicable laws with respect to Disposal of Solid Waste.

##### b. *Quantity*

COUNTY'S need to determine the quantity, location, and date of CONTRACTOR'S Disposal of Solid Waste.

Therefore, CONTRACTOR shall establish and maintain a protocol for the retention and preservation of those Records, for a period of five years after the Expiration Date or any longer period required by Applicable Law, which protocol will document where CONTRACTOR Disposed of Solid Waste that it Collected (whether landfilled, incinerated, composted, or otherwise processed or marketed).

#### 3. Notification

CONTRACTOR shall give Notice to Director at least 30 days before destroying Records of Disposal at any time after the retention period referred to in item A1 of Section 9.

### B. County Custody

If Director has reason to believe that Records may be lost, discarded, or destroyed for any reason, Director may require that CONTRACTOR give COUNTY custody of any or all Records. Access to those Records will be granted to any Person duly authorized by CONTRACTOR. CONTRACTOR shall pay for storage cost.

### **C. Inspection and Review of Records**

Upon 5 Service Days' notice by telephone or writing, or a lesser amount of time in the event of extraordinary circumstances, Director and/or its contractor may inspect, review (including using outside contractor), excerpt, transcribe, and copy all Records at CONTRACTOR'S Office during CONTRACTOR Office Hours. CONTRACTOR may maintain Records outside of COUNTY (1) if it promptly provides copies thereof to Director at Director's offices, (2) if Director, in its sole discretion, agrees to travel outside COUNTY and CONTRACTOR pays COUNTY's Reimbursement Costs.

In addition to travel costs, COUNTY will bear the expense of the review and of obtaining a copy of Records; however, within 30 days of Director Notice, CONTRACTOR shall reimburse COUNTY for COUNTY'S Reimbursement Cost of the expenses for the review if the review reveals a discrepancy of the lesser of 3 percent or \$2,500 between:

- The amount contained in the Records (e.g., the amount of Solid Waste Collected or Diverted), and
- Any representation or Report that CONTRACTOR made to COUNTY; Franchise Fee or other money paid to COUNTY; County Service Fees paid by COUNTY, or information that CONTRACTOR submitted to Director.

Director may give Notice to CONTRACTOR identifying any discrepancy.

CONTRACTOR shall pay any discrepant shortfall in Franchise Fee or other payments due COUNTY, or excess of County Service Fees, upon Director demand, including fees and charges for the late payment of Franchise Fees. Failure to make those payments will constitute a CONTRACTOR Default in accordance with Part 6 of Exhibit 5. In lieu of payment, Director in its sole discretion may (1) deduct that shortfall from amounts that COUNTY owes CONTRACTOR under this CONTRACT, other contracts, or any other obligation, or (2) draw that shortfall from the performance bond, letter of credit, certificate of deposit, or other form of performance assurance provided by CONTRACTOR in accordance with Section 16.

COUNTY will pay any discrepant shortfall in County Service Fees due CONTRACTOR up to COUNTY'S maximum obligation for County Service Fees appropriated by COUNTY for purpose of this CONTRACT.

### **D. Copies of Audits**

If anyone, including Federal or State auditors and auditors or accountants employed by CONTRACTOR or others, conducts an audit of CONTRACTOR specifically regarding this CONTRACT, then within 30 days of the audit report, CONTRACTOR shall file a copy of the audit report with County's Auditor-Controller and notify Director of the filing, unless otherwise provided by Applicable Law. Subject to Applicable Law, COUNTY shall make a reasonable effort to maintain the confidentiality of such audit report(s)

## **E. Submission of Records**

CONTRACTOR shall submit to Director, without charge to COUNTY or charge to Customers, any Records relating to Diversion requested by Director to assist COUNTY in meeting obligations imposed by Federal, State, and local laws. CONTRACTOR shall submit those Records using COUNTY's Solid Waste Information Management System (SWIMS) forms or similar system as directed by DIRECTOR, or as requested by Director.

## **F. Public Record Request**

### **1. Exclusive Property**

The following become the exclusive property of COUNTY:

- Any Record or other document that CONTRACTOR gives Director, including about the procurement of this CONTRACT (such as proposals);
- Any Record or other document that Director obtains about Director's audit or inspection under this CONTRACT, including books and accounting records.

The above Records or other documents become a matter of public record and shall be regarded as public records, *except* if CONTRACTOR marks them as a "trade secret," "confidential," or "proprietary," they will be deemed excluded from disclosure under Government Code 6250 et seq. (Public Records Act). However, if a requestor seeking records marked "trade secret," "confidential," or "proprietary" does not agree that the records are exempt, then COUNTY will notify the CONTRACTOR that such records will be produced, unless the CONTRACTOR intercedes and files an injunction or other action to legally prevent disclosure.

CONTRACTOR agrees that COUNTY shall not in any way be liable or responsible for the disclosure of any such records including, with limitation, those so marked, if law requires disclosure, or by an order issued by a court of competent jurisdiction.

### **2. Defend, Indemnify and Hold COUNTY Harmless**

CONTRACTOR shall defend, indemnify and hold harmless County from all costs and expenses, including reasonable attorney's fees, in connection with any requested action or liability arising under the Public Records Act, including request for any of the Records or other documents marked "trade secret," "confidential," or "proprietary." CONTRACTOR releases COUNTY from liability or responsibility for disclosing Records or other documents including those so marked, if Applicable Law require disclosure, including an order issued by a court of competent jurisdiction.

## SECTION 10 - REPORTS

### A. Types and Content

#### 1. Monthly Data

Within 30 days after the end of each month, CONTRACTOR shall complete and submit the data electronically for each individual calendar month. Upon occasional Director request, monthly data shall be submitted as soon as possible. CONTRACTOR shall complete and submit SWIMS Forms C, L, T, and V accessible through SWIMS and e-mail Collection route maps and schedule if any map or schedule has changed during the prior month. See sample in item E of Exhibit 16. CONTRACTOR is to use a similar system as directed by DIRECTOR

Because COUNTY's rate adjustment methodology requires details on the tonnages of Refuse, Recyclables, Organic Waste, and Manure, and the fees per ton associated with the Disposal and Diversion of those materials, that data must be included in the monthly report. If the SWIMS reports do not contain a place for any of that data, it is to be e-mailed separately to whom?

#### 2. Quarterly Reports

Within 30 days after the end of each calendar quarter, CONTRACTOR shall submit the Quarterly Report for the preceding three calendar months ending with that month to Director using the form provided by Director, which includes the following information:

##### *a. Rejected Recyclables and Organic Waste*

Number of loads and tons of materials in Recyclables or Organic Waste loads rejected for Processing together with the reason for rejection and facility at which the rejected materials were Disposed.

##### *b. Educational Materials*

A report of educational materials distributed, events held, and any events attended by CONTRACTOR to its Customers.

##### *c. Non-Collection Notices*

The number and address of Non-Collection notices issued and the reasons for issuance.

**d. Customer List**

CONTRACTOR customer service list (a SWIMS form), which includes a list of all current and closed accounts, account numbers, name associated with each account, customer addresses, level of service provided at each address, services provided that are not Contract Services, billing and payment dates, payment received from each Customer, and any other information associated with Task 1 Services as requested by Director. This includes weights measure by Vehicle scales.

**e. Containers Removed Upon Director Request**

**(1) Carts or Dumpsters Stored in Right-of-Way**

Number and addresses of Containers removed, fees charges, and Containers returned, per item D3e of Exhibit 3A1.

**(2) Carts, Dumpsters, or Roll Off Bins Abandoned**

Number and addresses of Containers removed, per item C of Exhibit 3A2.

**f. Waste Characterizations**

Results of any waste characterizations performed, per Section 8.

**g. Route Review Results**

Results of any route reviews performed, as required in item I7 of Exhibit 3A1.

**3. Annual Report**

On or before each February 28, CONTRACTOR shall submit the Annual Report to Director in a form satisfactory to Director, for the preceding Calendar Year, including the following information:

**a. Waste Diversion Program Implementation**

A report of CONTRACTOR'S compliance with its Performance Obligations with respect to Waste Diversion Program implementation during the preceding Calendar Year.

**b. Subcontractors**

An updated list naming all Subcontractors, the amount of Goods or Services that each Subcontractor provides to CONTRACTOR, and a

description of CONTRACTOR'S relationships to each Subcontractor (including ownership interests) in accordance with item 9M of Exhibit 5.

**c. *South Coast Air Quality Management District Rule 1193***

Each Vehicle's compliance with South Coast Air Quality Management District Rule 1193, Clean On-Road Residential and Commercial Collection Vehicles, and Diesel Particulate Matter Control Measures (13 California Code of Regulations 202 et seq.).

**d. *Task 2 Services Information***

Information relating to Task 2 Services requested by Director.

**e. *Scavenging***

A narrative description of efforts made to deter and prevent unauthorized removal or scavenging of Recyclables.

**f. *Vehicles***

An inventory of Vehicles assigned to the service area and information on each Vehicle including its number, fuel type, year, make, model, license plate number, VIN number, assigned route with start and finish points, days of service, type of material collected, and number of accounts being serviced. CONTRACTOR shall update and submit immediately if any Vehicle, route or information has changed during the prior year.

**4. Reports of Violators**

If CONTRACTOR discovers that any Person is providing MSW Management Services in the Service Area that are not authorized by Director or are in Violation of Applicable Law, then CONTRACTOR shall promptly e-mail Director with the following:

- The identity and address of the Person ("Violator"), if known;
- The facts and documentation supporting CONTRACTOR'S report; and
- Any other information or documentation about the Violator and CONTRACTOR'S report that Director may reasonably request.

COUNTY acknowledges that CONTRACTOR may seek legal or injunctive relief against the Violator in accordance with Applicable Law to cease providing those MSW Management Services. Notwithstanding the foregoing, COUNTY is not liable to CONTRACTOR, and CONTRACTOR hereby releases COUNTY about any act of a Violator.

## **B. Submission of Reports**

CONTRACTOR shall submit Reports in a format compatible with COUNTY'S computers and shall submit reports using the following methods:

### **1. Monthly Reports**

Submitted electronically by using forms available through COUNTY's Solid Waste Information Management System (SWIMS) or similar system as directed by DIRECTOR, in accordance with this Section and Section 12.

### **2. Quarterly Reports and Annual Report**

Submitted via e-mail or printed copy, as determined by Director, in accordance with this Section and Section 12.

## **C. Reporting Adverse Information**

CONTRACTOR shall provide Director copies of all reports, pleadings, applications, notifications, and notices of violation, communications or other material directly relating to its Performance Obligations submitted by CONTRACTOR to, or received by CONTRACTOR from Regulatory Agencies, including any of the following:

- The United States or California Environmental Protection Agency;
- CalRecycle;
- The Securities and Exchange Commission;
- Any other Regulatory Agency;
- Any Federal, State, or County court.

CONTRACTOR shall submit copies to Director simultaneously with CONTRACTOR'S submission of those materials to those entities. At Director's request, CONTRACTOR shall promptly make available to Director any other correspondence between CONTRACTOR and those entities.

## **D. County's Right to Request Information**

At Director's request, CONTRACTOR shall promptly provide to Director additional information reasonably and directly pertaining to this CONTRACT (including substantiation of information submitted in Reports).



## SECTION 11 - SUBSTITUTE, EMERGENCY AND BACK-UP SERVICE

### A. Director's Right to Provide Contract Services

#### 1. Events

COUNTY may provide, or contract with a third party to provide, for the performance of, any or all Customers services in either of the following events, determined by Director in its sole discretion:

##### *a. Unable for a Period of 48 Hours to Collect*

- For 48 consecutive hours CONTRACTOR does not Collect and Dispose of any type of Solid Waste for any reason, including Uncontrollable Circumstances, or
- Director determines there is danger to public health, safety, or welfare.

##### *b. COUNTY Suspends or Terminates CONTRACT*

County suspends or terminates all or a portion of the CONTRACT.

COUNTY has no obligation to continue providing any or all Contract Services. It may stop providing them at any time, in its sole discretion. However, COUNTY may continue to provide those Contract Services until either of the following occurs:

- CONTRACTOR demonstrates to Director's satisfaction that CONTRACTOR is ready, willing, and able to resume providing timely and full Contract Services, or
- Director can make alternative arrangements for providing MSW Management Services comparable to Contract Services in scope and price. Alternative arrangements may include contracting with another, third-party service provider.

#### 2. Notice

Director may give CONTRACTOR oral notice that Director is exercising its right to perform Task 1 and Task 2 Services, which notice is effective immediately, but must confirm oral notice with a Notice within 24 hours thereafter.

#### 3. Stipulations

CONTRACTOR stipulates that COUNTY'S exercise of rights under this Section does not constitute a taking of private property for which COUNTY must compensate CONTRACTOR, shall not create any liability on the part

of COUNTY to CONTRACTOR, and does not exempt CONTRACTOR from any Indemnities, which Parties acknowledge are intended to extend to circumstances arising under this Section. However, CONTRACTOR is not required to indemnify COUNTY against claims and damages arising from the negligence or misconduct of COUNTY officers and employees (other than employees of CONTRACTOR at the time COUNTY began performing Task 1 and Task 2 Services) and agents driving Vehicles. COUNTY shall indemnify CONTRACTOR, its Affiliates and its and their officers, directors, employees, and agents from and against damages, costs, or other expenses or losses they incur arising out of or relating to that negligence or misconduct.

#### **4. Rental and Other Compensation**

##### ***a. Uncontrollable Circumstances***

If an event enumerated in items A1a or A1b in Section 11 is due to Uncontrollable Circumstances, then COUNTY shall pay CONTRACTOR the Direct Costs below.

##### ***(1) Rental Fees***

Rental fees for the use of equipment equal to fair market value thereof as determined by an independent appraiser selected by the Parties.

##### ***(2) Vehicles***

CONTRACTOR'S Direct Costs of providing Vehicles with fuel, oil, and other maintenance.

##### ***(3) Personnel***

CONTRACTOR'S Direct Costs of making CONTRACTOR'S personnel available to COUNTY, including Direct Costs of using CONTRACTOR's personnel to operate CONTRACTOR's equipment or vehicles.

The Parties shall select an appraiser as follows: within ten days after CONTRACTOR requests payment of rental fees in events described in item (i) of this subsection 8a, each Party will prepare a separate list of five Persons who do not work for either Party having experience in solid waste equipment appraisal, in numerical order with the first preference at the top, and exchange and compare lists. The Person ranking highest on the two lists by having the lowest total rank order position on the two lists is the appraiser. In case of a tie in scores, the Person having the smallest difference between the rankings of the two Parties is selected; a coin toss determines other

ties. If no Person appears on both lists, this procedure is repeated. If selection is not completed after the exchange of three lists or 60 days, whichever comes first, then each Party will select one Person having the qualifications and experience described above and those two Persons will together select an appraiser.

***b. Other Than Uncontrollable Circumstances***

If an event enumerated in items A1a or A1b in Section 11 is not due to Uncontrollable Circumstances, then COUNTY will not be obligated to pay the compensation and CONTRACTOR shall pay County's Reimbursement Costs within 10 days of COUNTY'S submitting an invoice therefore. If CONTRACTOR does not so timely pay, COUNTY may draw upon any performance bond, letter of credit, or other security provided under this CONTRACT.

**B. Task 1 Customer Services - Response to Emergencies**

Depending on the extent and magnitude of an emergency, Customers may encounter issues with making payments and CONTRACTOR may be unable to fulfill all CONTRACT requirements. Upon declaration of a Federal, State or Local emergency, Director may implement the policies below with written Notice to whom? regarding Task 1 Customer Services. CONTRACTOR is not required to promote items 1, 2 or 3 to the public.

**1. No Stop Service**

CONTRACTOR shall not stop service to any account for delinquent payment during an emergency. This is not applicable to debt incurred by Customer? prior to the emergency.

**2. No Late Fees**

CONTRACTOR shall not charge Customer late fees on unpaid bills incurred during the emergency. This is not applicable to debt incurred by Customer prior to the emergency.

**3. Extended Payment Option**

CONTRACTOR shall allow Customers up to 12 months after an emergency to make monthly payments to debt incurred during the emergency. This is not applicable to debt predating the emergency.

**4. Adjustment of Existing Services**

COUNTY shall consider implementing changes such as:

- **Non-essential services suspend**

- Annual Cleanup Events delayed
- Compost/Mulch Giveaways delayed
- Cart exchanges if they are still usable
- **Bulky Item collection may be delayed up to 3 weeks** from call-in (not applicable to service areas where call-in is not required)
- **Collection hours are expanded to 6 am to 8 pm**
- **Time required for Customer to remain on hold before speaking to a live customer service representative** may be extended but Public Works must be notified if the average time exceeds 20 minutes.
- **Weekly collection modified**
  - Biweekly green waste
  - Biweekly recyclables (residents stockpile and compact their containers to fit more)
  - Alternating weeks of recyclables and green waste
  - Comingled trash with recyclables and/or green waste

## 5. Contract Extension

In the event of a declared emergency lasting three months or longer and resulting in implementation of items 1, 2 and 3, COUNTY may extend the CONTRACT Term by the duration equal to that of the duration of the implementation of items 1, 2, and 3.

For example, if a global pandemic is declared a state-wide emergency and Director requests no stoppage of service, no late fees, and an extended payment option, over a period of 12 months, Director may also consider extending the Term of the CONTRACT? by 12 months.

## 6. Adjustment of Franchise Fees

### a. *Debt Incurred During Emergency*

12 months after an emergency, COUNTY will match the debt incurred as a result of Customers not paying their bills during an emergency. CONTRACTOR must submit documentation to the satisfaction of the Director. Invoices for future Franchise Fees will be adjusted by Director. For example, if the CONTRACTOR has \$100,000 of unpaid bills 12 months after an emergency, Director will reduce the Franchise Fee invoice by \$50,000. If CONTRACT will terminate prior to the 12 months, Director will consider an alternate timeline.

At any time after the Director has authorized the debt to be deducted from Franchise Fee and CONTRACTOR is able to recover additional payments from Customers, or former Customers, those recovered funds must be shared equally with COUNTY.

***b. Franchise Fee Payment Extension***

Director will consider adjusting Franchise Fees during an emergency, extending the deadline to pay an invoice.

**C. Backup Service Plan**

CONTRACTOR shall implement its Backup Service Plan within seven days of Director request if Customer's Solid Waste is not Collected at Customer's Set-Out Site or Abandoned Waste is not Collected for any reason, including uncontrollable circumstances. Examples of circumstances include CONTRACTOR'S employees on strike or mudslides, wildfires, or earthquakes that cause blocked or damaged roads. In the event there is a protracted service disruption due to any cause, CONTRACTOR will institute proactive actions to sustain Solid Waste Collection Services. Since Customers are expecting services that CONTRACTOR is not providing, CONTRACTOR shall propose the appropriate services below for Director approval and must not charge Customer or COUNTY for providing these services, unless noted below.

**1. Provide Conveniently Located Dumpsters or Roll-off Containers**

CONTRACTOR will place 3 or 4-yard Dumpsters and/or roll-off Containers throughout the community in key locations approved by Director.

**2. Offer Self-hauling of Solid Waste to a Facility**

CONTRACTOR will use Reasonable Business Efforts to make arrangements with the Solid Waste Disposal Facility normally used by CONTRACTOR for this Contract to allow each Occupant to direct haul and dispose of their solid waste, 6 days per week. The facility shall only charge the Customer for disposal costs for quantities exceeding 100 pounds and there shall be no minimum quantities.

Additionally, if Director determines the distance to the CONTRACTOR's usual facility is too far from Occupants, CONTRACTOR will arrange for a local facility to allow each Occupant to drop-off the Solid Waste.

**3. Inform Customers of Temporary Procedures**

CONTRACTOR will use Reasonable Business Efforts to inform Customers and Occupants of the above service and disposal options. CONTRACTOR will provide Customers and Occupants with information on where and how to dispose of the Occupant's Solid Waste by the following means:

- A recording on its customer service line.
- Arrange for the broadcast of COUNTY's 30-second Public Service Announcement video on local cable access channels with

CONTRACTOR to customize it to the situation, such as having text appear on the screen announcing date, times, and addresses.

- Contact local print media and produce a press release.
- Contact Customers and Occupants via phone, e-mail, or text messages.

#### **4. Credit Policy for Missed Contract Services**

##### ***a. Missed Curbside Collection***

Since Occupant is expecting a Collection Service not provided, CONTRACTOR shall automatically credit Customer for each missed Collection. For example, if a strike disrupts 2 weeks of the 13 Collections in a quarter, CONTRACTOR would credit Customer 2/13 of that quarter's fee toward the next quarter's fee.

##### ***b. Other Customer Services***

When CONTRACTOR is unable to offer Customer Services other than curbside collection, such as Annual Curbside Cleanup, Mulch/Compost Giveaway events, or other required services, CONTRACTOR shall provide evidence of cost associated with those services and offer alternate services acceptable to Director.

#### **5. Provide Replacement Drivers and Security**

CONTRACTOR shall use Reasonable Business Efforts to require all properly trained and licensed employees to operate Collection Vehicles to maintain core Disposal and Diversion services. As described in the above paragraphs, CONTRACTOR shall be properly staffed to provide drop-off services for each Occupant. In addition to CONTRACTOR staff, CONTRACTOR shall use drivers or Vehicles from other operations and other waste haulers.

Finally, in cases of a strike, CONTRACTOR shall work closely with a private security firm to guarantee a safe and consistent operation.

#### **6. Identify Customers Requiring Priority Service**

CONTRACTOR shall contact the elderly and disabled Occupants with Roll-out Service and shall use Reasonable Business Efforts to Collect putrescible Solid Waste from their residence.

## D. Use of Goods, Services and Property

### 1. Cart Acquisition Contracts

CONTRACTOR acknowledges that COUNTY must have full use and possession of Carts to secure its rights under this Contract, including both the following:

- Providing substitute service in accordance with its remedies under Part 6 of Exhibit 5 for Breach or default, and
- Purchasing Carts upon termination of this Contract.

Therefore, if CONTRACTOR does not own Carts outright without encumbrance, any Cart Acquisition Contract must allow the Guarantor, COUNTY or COUNTY designee to do all the following:

- Assume CONTRACTOR's obligations under the Cart Acquisition Contract,
- Take use and possession of the Carts, and
- Obtain the benefits of any outstanding Cart warranties.

**“Cart Acquisition Contract”** means an instrument establishing a security interest in the Carts or that otherwise encumbers or limits CONTRACTOR's interest in Carts, including any of the following:

- Lease or lease-purchase agreement,
- Installment sales or other financing contract, or
- Note or other loan documentation.

### 2. Inventory

CONTRACTOR shall store unused Carts in a secure location. CONTRACTOR shall update its Cart inventory at both following times:

- In each Monthly Report and Annual Report, and
- Within one week of COUNTY request

### 3. Insurance

If COUNTY or Customers have possession and use of Goods, Services and Property, CONTRACTOR shall execute whatever documentation its liability insurers require to ensure that COUNTY and Customers are protected and covered by CONTRACTOR's general and automobile policies, including requesting and executing endorsements to those policies. CONTRACTOR is not obligated to pay any additional cost of those endorsements unless COUNTY reimburses CONTRACTOR for those costs. COUNTY may pay for any endorsements, additional premiums or other costs. CONTRACTOR

authorizes COUNTY to call and confer with CONTRACTOR's insurance broker to determine what, if any, documentation or actions are necessary to achieve protection satisfactory to COUNTY. Upon COUNTY REQUEST, CONTRACTOR shall direct its insurance broker to cooperate with and take direction from COUNTY. CONTRACTOR may not rescind that authorization without COUNTY consent.

**4. Vehicle Certification for FEMA**

CONTRACTOR shall cooperate with COUNTY to certify all Vehicles to be used for emergency work. CONTRACTOR shall not use non-certified Vehicles unless approved by Director.



## **SECTION 12 - ENFORCEMENT OF CONTRACT**

### **A. As Provided by Law**

Either Party may avail itself of any remedy available under law.

### **B. COUNTY'S Additional Remedies**

Without limiting COUNTY'S remedies otherwise available under this CONTRACT in law or equity, at its option, COUNTY may enforce a Breach in any or all the following ways:

- Execute alternative CONTRACTs for MSW Management Services in the event of CONTRACTOR Default
- Seek to obtain injunctive relief and/or damages
- Assess damages under item D of this Exhibit
- With respect to a CONTRACTOR Default under Part 6B3 of Exhibit 5 (Failure to Provide Insurance, Bonds), immediately withhold payments due CONTRACTOR
- Draw on Performance Assurance / Letter of Credit under Section 15

### **C. Injunctive Relief**

CONTRACTOR acknowledges that COUNTY'S remedy of damages for a Breach may be inadequate for reasons including the following:

- The urgency of timely, continuous, and high-quality Task 1 and Task 2 Services, including Collection, transportation, and/or transfer for Disposal of wastes which constitute a threat to public health;
- The long time and significant commitment of money and personnel and elected officials (both COUNTY staff and private consultants, including engineers, procurement counsel, citizens, public agency colleagues, and elected County officials) invested in this CONTRACT, including developing COUNTY'S Option Analysis dated February 2001 and implementing its recommendations through numerous meetings of a Working Group comprised of Solid Waste industry representatives from small and large businesses, requesting and evaluating qualifications and proposals for this CONTRACT (including CONTRACTOR'S), reviewing and commenting on documentation submitted by CONTRACTOR in conjunction with execution of this CONTRACT, and review of CONTRACTOR Documentation;
- The time and investment of personnel and elected officials described in the preceding paragraph to develop alternative Solid Waste services comparable to Task 1 and Task 2 Services for the price provided under this CONTRACT, and to negotiate new contracts therefore; and

- COUNTY'S reliance on CONTRACTOR'S technical Solid Waste management expertise.

Consequently, COUNTY is entitled to all available equitable remedies, including injunctive relief.

#### **D. Recovery of Damages**

##### **1. Compensatory**

COUNTY may seek compensatory damages, including, but not limited to the following:

- Amounts equal to any Franchise Fees, liquidated damages, or other amounts that CONTRACTOR has previously paid to COUNTY but are subsequently recovered from COUNTY by a trustee in bankruptcy as preferential payments or otherwise;
- If COUNTY terminates this CONTRACT for a CONTRACTOR Default or in the event of Criminal Activity in accordance with Part 6D2a of Exhibit 5, costs incurred by COUNTY to provide or reprocure MSW Management Services in lieu of Task 1 and Task 2 Services;
- If COUNTY terminates this CONTRACT before expiration for a CONTRACTOR Default or in the event of Criminal Activity in accordance with Part 6D2a of Exhibit 5, costs of MSW Management Services provided or reprocured in lieu of Task 1 and Task 2 services more than Customer Service Fees/County Service Fees for the balance of the Term remaining if this CONTRACT had not been terminated; and
- In the event of CONTRACTOR DEFAULT under Part 6B3 of Exhibit 5 (Failure to Provide Insurance, Bond), in COUNTY'S sole discretion, obtain damages resulting from that DEFAULT.

COUNTY may draw upon the performance bond, letter of credit, certificate of deposit, or other form of performance assurance provided by CONTRACTOR in accordance with Section 15 to pay compensatory damages.

For CONTRACTOR'S misrepresentation regarding contingent fees in Attachment 5-9H, in addition to terminating this CONTRACT, COUNTY may recover from CONTRACTOR the full amount of the proscribed commission, percentage, brokerage, or contingent fee.

## **2. Liquidated Damages**

COUNTY may seek liquidated damages listed in Attachment 12-D2.

The Parties have set these liquidated damages in recognition of the following circumstances existing at the time of the formation of this CONTRACT:

- a.** COUNTY incurred considerable time and expense procuring this CONTRACT to secure an improved level of Collection quality and increased Customer and Occupant satisfaction. Therefore, consistent and reliable Task 1 and Task 2 Services are of the utmost importance to COUNTY and Customers and Occupants.
- b.** COUNTY has considered and relied on CONTRACTOR'S representations as to its quality of service commitment in entering into this CONTRACT, and CONTRACTOR'S Breach represents a loss of bargain to COUNTY. CONTRACTOR is experienced in providing services like Task 1 and Task 2 Services.
- c.** Quantified standards of performance are necessary and appropriate to ensure quality, consistent, and reliable Collection, and if CONTRACTOR fails to meet its Performance Obligations, COUNTY will suffer damages (including its Customers and Occupants' inconvenience; anxiety, frustration, potential political pressure, criticism, and complaint by Customers and Occupants; lost Supervisors and staff time; deprivation of the benefits of this CONTRACT and loss of bargain) in subjective ways and in varying degrees of intensity that are incapable of measurement in precise monetary terms, and that it is and will be impracticable and extremely difficult to ascertain and determine the value thereof. It would be difficult for COUNTY to prove its loss resulting from CONTRACTOR'S Breaches and nonperformance or untimely, negligent, or inadequate performance of County Services.
- d.** The CONTRACT contains a reasonable statement of Task 1 and Task 2 Services in order that the Parties will realize their expectations. COUNTY expects that CONTRACTOR shall perform Task 1 and Task 2 Services with due care in a workmanlike, competent, timely, and cost-efficient manner. CONTRACTOR expects to realize a profit by performing Task 1 and Task 2 Services in accordance with the terms and conditions of the CONTRACT for County Service Fees.
- e.** In addition, in the event of Breach or CONTRACTOR Default, urgency of protecting public health and safety may necessitate that COUNTY enter into emergency or short-term arrangements for services without competitive procurement at prices substantially

greater than under this CONTRACT, and the monetary loss resulting there from is impossible to precisely quantify. Time is of the essence.

- f.** The CONTRACTOR accepts COUNTY'S assessment of liquidated damages for certain Breaches as part of the consideration CONTRACTOR offers to COUNTY for the award of this CONTRACT to CONTRACTOR.
- g.** Lastly, termination of this CONTRACT for CONTRACTOR Default and other remedies provided in this CONTRACT are, at best, a means of future correction and not remedies that make COUNTY whole for past Breaches and CONTRACTOR Defaults.

Therefore, the Parties agree that the liquidated damages listed in Exhibit 12-D2 represent a reasonable estimate and fair approximation of the amount of damages COUNTY would incur as a consequence of CONTRACTOR'S Breach corresponding to each item of specified liquidated damages, considering all the circumstances existing on the date of this CONTRACT, including the relationship of the sums to the range of harm to COUNTY that reasonably could be anticipated and anticipation that proof of actual damages would be costly or inconvenient.

In signing this CONTRACT, each Party specifically confirms the following:

- The accuracy of the statements made above, and
- The fact that each Party had many opportunities to consult with legal counsel and obtain an explanation of this liquidated damage provision at the time that this CONTRACT was made.

#### **E. County's Reimbursement Costs**

CONTRACTOR shall pay COUNTY promptly upon request, COUNTY'S Reimbursement Costs of conducting a nonroutine investigation of any alleged Breach, when appropriate in judgment of Director. CONTRACTOR shall reimburse COUNTY for COUNTY'S Reimbursement Costs incurred because of CONTRACTOR'S Breach, including failure to maintain insurance.

#### **F. Waiver**

No waiver by County of any Breach of any provision of this CONTRACT constitutes a waiver of any other Breach of that provision. Failure of COUNTY to enforce at any time, or from time to time, any provision of this CONTRACT will not be construed as a waiver thereof. The rights and remedies set forth in this item F are exclusive and are in addition to any other rights and remedies provided by law or under this CONTRACT.

## **SECTION 13 - UNPERMITTED WASTE SCREENING AND REPORTING (Contract Services)**

### **A. Protocol**

CONTRACTOR shall develop and implement the Unpermitted Waste Screening Protocol in compliance with Applicable Law and including the following provisions:

- Ongoing employee training in identification, safety and notification procedures, including leaving Non-Collection notices, when safe;
- Means of driver inspection, such as visual inspection during tipping of Carts into Vehicles;
- Immediate driver response, such as load segregation;
- Driver notification, such as calling CONTRACTOR'S dispatcher or field supervisor;
- Notification of appropriate local agency or department;
- Appropriate action, such as segregation and containerization for manifesting and transport for disposal in accordance with Applicable Law or securing services of permitted handling and transport company;
- Compliance with Applicable Law, including regulations of the United States Department of Transportation (DOT) (Title 49 CFR) and of the United States Environmental Protection Agency (Title 40 CFR); and
- Labels on Containers, described in item D of this Section.

### **B. Prohibition on Collection**

CONTRACTOR shall not Collect any Unpermitted Waste that it finds in Refuse, Recyclables, or Organic Waste unless it is licensed under Applicable Law. If CONTRACTOR finds Unpermitted Waste it shall notify all Persons in compliance with Applicable Law.

### **C. Notice to Director**

If CONTRACTOR sees anything that it reasonably believes or suspects may be Unpermitted Waste on any public property in COUNTY, CONTRACTOR shall immediately notify Director and all Persons in compliance with Applicable Law. Public property includes storm drains, streets, and other public rights of way.

### **D. Labels**

CONTRACTOR shall conspicuously label Containers with embossing or other secure means prohibiting Customers from discarding Unpermitted Waste. CONTRACTOR shall submit the label and text for Director approval prior to placing any purchase order for Containers. Item D9 of Exhibit 3A1 contains additional Container requirements.

## **SECTION 14 - EXECUTION OF CONTRACT**

### **A. Execution in Counterparts**

This CONTRACT, including dated signatures on amended Exhibits and attachments to those Exhibits, may be signed by the parties hereto in any number of original separate counterparts, including both counterparts that are executed on paper and counterparts that are in the form of electronic signatures. Electronic signatures include facsimile or email electronic signatures. Each executed counterpart shall be deemed an original. All counterparts, taken together, constitute the executed CONTRACT.

The parties hereby acknowledge and agree that electronic records and electronic signatures, as well as facsimile signatures, used in connection with the execution of this CONTRACT and electronic signatures, facsimile signatures or signatures transmitted by electronic mail in so-called pdf format shall be legal and binding and shall have the same full force and effect as if a paper original of this CONTRACT had been delivered had been signed using a handwritten signature. CONTRACTOR and COUNTY (i) agree that an electronic signature, whether digital or encrypted, of a party to this CONTRACT is intended to authenticate this writing and to have the same force and effect as a manual signature, (ii) intend to be bound by the signatures (whether original, faxed or electronic) on any document sent or delivered by facsimile or, electronic mail, or other electronic means, (iii) are aware that the other party will rely on such signatures, and (iv) hereby waive any defenses to the enforcement of the terms of this CONTRACT based on the foregoing forms of signature. If this CONTRACT has been executed by electronic signature, all parties executing this document are expressly consenting under the United States Federal Electronic Signatures in Global and National Commerce Act of 2000 ("E-SIGN") and California Uniform Electronic Transactions Act ("UETA")(Cal. Civ. Code § 1633.1, et seq.), that a signature by fax, email or other electronic means shall constitute an Electronic Signature to an Electronic Record under both E-SIGN and UETA with respect to this specific transaction.

### **B. Authority to Execute**

COUNTY warrants that the individual signing this CONTRACT has been duly authorized by COUNTY to sign this CONTRACT on behalf of COUNTY and has the full right, power, and authority to bind COUNTY to this CONTRACT. CONTRACTOR warrants that the individual signing this CONTRACT below has been duly authorized by CONTRACTOR to sign this CONTRACT on behalf of CONTRACTOR and has the full right, power, and authority to bind CONTRACTOR to this CONTRACT.



## SECTION 15 - PERFORMANCE ASSURANCE

### A. Performance Bonds, Other Security

CONTRACTOR shall secure and maintain throughout the Term and until CONTRACTOR has complied with all its obligations that survive the Expiration Date a faithful performance bond, approved by COUNTY. The performance bond must be in a form satisfactory to COUNTY or, at COUNTY'S sole and absolute discretion, any alternative security acceptable to Director, including cash, certified check payable to COUNTY, certificate of deposit, or letter of credit (together, "**Performance Assurance**"), in the amount not less than \$50,000.

The Performance Assurance secures full and timely satisfaction of Performance Obligations for both Task 1 and Task 2 services.

CONTRACTOR shall provide a Performance Assurance in the amount listed in the table below for the period beginning on the Execution Date and ending on the last day of the first Contract Year.

Service Area	Amount of Performance Assurance
[Name of Contract Area]	[Amount]

Beginning on the first day of the next Contract Year, and in all subsequent Contract Years, that amount must be not less than the sum of:

	15 percent of CONTRACTOR'S Gross Receipts from Task 1 Services;
+	15 percent of CONTRACTOR'S Gross Receipts from Task 2 Services for the prior Contract Year
+	110 percent of any liquidated damages assessed CONTRACTOR by COUNTY during the first six months of the prior Contract Year; and
+	Up to \$50,000, at the discretion of Director;
=	SUM OF PERFORMANCE ASSURANCE (\$50,000 MINIMUM)

A performance bond must be payable to COUNTY and executed by a corporate surety licensed to transact business (admitted) as a surety in the State of California. The corporate surety must have an A.M. Best Rating of not less than A:VII, unless otherwise approved by Director. The form of performance bond may not allow the bond surety to substitute another Person to perform Task 1 and Task 2 services but must provide for payment of moneys to COUNTY to: (1) secure substitute Task 1 and Task 2 services; (2) remedy damages incurred by COUNTY, including reasonable expenses, attorney's fees, and liquidated and compensatory damages; (3) ensure satisfaction of all Performance Obligations, including payment of Franchise Fees; and, (4) repay any money recovered from COUNTY in any bankruptcy or similar proceedings relating to CONTRACTOR. The performance bond must be conditioned on faithful performance by CONTRACTOR

of all the terms and conditions of this CONTRACT, including payment of Franchise Fees and any liquidated damages.

Each Performance Assurance must be renewed to provide for continuing liability in the above amount notwithstanding any payment or recovery thereon. At least 30 days prior to the Execution Date and 30 days prior to any renewal of the Performance Assurance, CONTRACTOR shall deliver the Performance Assurance to Director.

Director may verify the accuracy and authenticity of the Performance Assurance submitted.

## **B. Further Assurances**

In addition to all other rights and remedies it may have, within five days of County request CONTRACTOR will provide reasonable assurances that it can timely and fully meet its obligations under this CONTRACT in any or all of the following events:

### **1. Labor**

CONTRACTOR is the subject of any labor unrest (including work stoppage or slowdown, sick-out, picketing and other concerted job actions).

### **2. Tipping Fees**

CONTRACTOR does not pay an Identified Solid Waste Facility for services.

### **3. Employee Wages**

CONTRACTOR does not pay wages to its employees, provide workers' compensation insurance required by law, or pays employment-related taxes or fees.

### **4. County**

CONTRACTOR does not pay COUNTY any amount that COUNTY has charged CONTRACTOR.

### **5. Meet Obligation**

In the COUNTY's judgment, the occurrence of either of the following events jeopardizes CONTRACTOR's ability to timely and fully meet its obligations under this CONTRACT:



- CONTRACTOR does not regularly pay its bills when due, or
- The entering of any judgment against CONTRACTOR or any Guarantor with respect to Criminal Conduct by CONTRACTOR or Guarantor.

**“Assurance of Performance”** means any or all of the following actions, as COUNTY requests:

- Reduction or elimination of insurance deductibles or self-insured retention,
- Providing or increasing the size of a letter of credit, or
- Providing an additional performance bond, certificate of deposit or other instrument.

## SECTION 16 - CONTRACT SERVICE AREA INFORMATION

CONTRACTOR is to use and follow the information below provided by Director. Not every Service Area has a sample of every item as it may not be applicable. For example, East Los Angeles has no history of bears opening Refuse Containers so a Bear Map will not be included. Many of the required documents in Exhibit 17 will have a sample listed below.

### A. Maps

1. Service Area and Collection Schedule
2. Hot Zones
3. Difficult to Service
4. Bear Zone
5. Alleys
6. Public Receptacles
7. Roll-Out Minimum Service

### B. Sample Graphics

1. Cart Lid Labels
2. Dumpster Labels
3. Vehicle Billboards

### C. Data

1. Street and Alley Miles
2. Difficult to Service Addresses
3. Public Receptacles Locations
4. Roll-Out Minimum Service Locations
5. Customer Information
  - Number of Customers
  - Number of Containers of each Size
  - Number of Senior Discounts
  - Number of Extra Services (Manure, Bear Cart, Roll-Out, etc.)
  - Number of Extra Containers
6. Tonnages

### D. Outreach

1. COUNTY and CONTRACTOR Letters
2. Non-Collection Notice
3. Customer Terms and Conditions
4. Service Brochure
  - a. *Residential*
  - b. *Multi-Family*
5. Rate Sheet

**E. SWIMS**

1. Form C
2. Form L
3. Form T
4. Form V Vehicle List

## SECTION 17 - CONTRACTOR DOCUMENTATION (Contract Services)

### A. CONTRACTOR'S Compliance with CONTRACTOR Documentation

CONTRACTOR shall provide Task 1 and Task 2 Services in compliance with the CONTRACTOR Documentation attached as Exhibit 17.

### B. Changes in CONTRACTOR Documentation

#### 1. Notice to Director

CONTRACTOR shall give Director prompt Notice of any changes in CONTRACTOR Documentation listed in item A of Exhibit 17 CONTRACTOR Documentation, after the Execution Date. CONTRACTOR shall follow Notice procedure in Part 9F of Exhibit 5. Director's receipt of those changes will be evidenced by the following acknowledgment, appended in substantially this form to the changed CONTRACTOR Documentation:

**From:** Director Designee  
**Sent:** Tuesday, May 09, 2017 4:55 PM  
**To:** waste hauler  
**Cc:** Business Relations and Contracts Division  
**Subject:** Service Area Name - Acknowledgement of Notice

**Acknowledgment:** CONTRACTOR has submitted the attached CONTRACTOR Documentation.

Director Designee  
Senior Civil Engineer  
Los Angeles County Public Works  
Office: 626-458-3573

#### 2. Director Consent.

CONTRACTOR shall submit to Director for review and consent any changes in CONTRACTOR Documentation listed in item B of Exhibit 17 CONTRACTOR Documentation, after the Execution Date. CONTRACTOR shall follow Notice procedure in Part 9F of Exhibit 5. Director's approval will be evidenced by the following acknowledgment, appended in substantially the following form to the changed CONTRACTOR Documentation:

**From:** Director Designee  
**Sent:** Tuesday, May 09, 2017 4:55 PM  
**To:** waste hauler  
**Cc:** Business Relations and Contracts Division  
**Subject:** Service Area Name - Acknowledgement of Consent

**Acknowledgment:** I have reviewed and approved the attached CONTRACTOR Documentation

Director Designee  
Senior Civil Engineer  
Los Angeles County Public Works  
Office: 626-458-3573

IN WITNESS WHEREOF, COUNTY has by order of its Board of Supervisors caused this CONTRACT to be signed by Director, and CONTRACTOR has caused this CONTRACT to be signed by its duly authorized officers, as of the date first written above.

COUNTY OF LOS ANGELES

By \_\_\_\_\_  
Director of Public Works

APPROVED AS TO FORM:

DAWYN R. HARRISON  
Acting County Counsel

By \_\_\_\_\_  
Deputy

\_\_\_\_\_  
Type/Print Name

CONTRACTOR

By \_\_\_\_\_  
President

\_\_\_\_\_  
Type/Print Name

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Type/Print Name

**Enclosure B**

**PROPOSERS' UTILIZATION PARTICIPATION AND COMMUNITY BUSINESS ENTERPRISE PROGRAM INFORMATION FOR  
THE EXCLUSIVE FRANCHISE CONTRACT FOR THE AREAS OF ALTADENA/KINNELOA MESA AND SOUTH BAY**

**SELECTED FIRMS**

	<b>Small-Sized Business Category Proposer Name</b>	<b>Local SBE</b>	<b>SBE</b>	<b>Minority</b>	<b>Women</b>	<b>Disadvantaged</b>	<b>DisabledVet</b>	<b>LGBTQQ</b>
1	None							
	<b>Medium-Sized Business Category Proposer Name</b>							
2	None							
	<b>Large-Sized Business Category Proposer Name</b>							
3	Universal Waste Systems, Inc.	N/A	N/A	N/A	N/A	N/A	N/A	N/A

**NON-SELECTED FIRMS**

	<b>Small-Sized Business Category Proposer Name</b>	<b>Local SBE</b>	<b>SBE</b>	<b>Minority</b>	<b>Women</b>	<b>Disadvantaged</b>	<b>DisabledVet</b>	<b>LGBTQQ</b>
4	None							
	<b>Medium-Sized Business Category Proposer Name</b>	<b>Local SBE</b>	<b>SBE</b>	<b>Minority</b>	<b>Women</b>	<b>Disadvantaged</b>	<b>DisabledVet</b>	<b>LGBTQQ</b>
5	None							
	<b>Large-Sized Business Category Proposer Name</b>	<b>Local SBE</b>	<b>SBE</b>	<b>Minority</b>	<b>Women</b>	<b>Disadvantaged</b>	<b>DisabledVet</b>	<b>LGBTQQ</b>
6	Arakelian Enterprises, Inc. dba Athens Services	N/A	N/A	N/A	N/A	N/A	N/A	N/A
7	Burrtec Waste Industries, Inc.	N/A	N/A	N/A	N/A	N/A	N/A	N/A
8	USA Waste of California, Inc. dba Waste Management	N/A	N/A	N/A	N/A	N/A	N/A	N/A
9	Ware Disposal, Inc.	N/A	N/A	N/A	N/A	N/A	N/A	N/A

\*Information provided by proposers in response to the Request for Proposal. On final analysis and consideration of award, vendors were selected without regard to race, creed, gender, or color.

**PROPOSERS' UTILIZATION PARTICIPATION AND COMMUNITY BUSINESS ENTERPRISE PROGRAM INFORMATION FOR  
THE EXCLUSIVE FRANCHISE CONTRACT FOR THE AREAS OF ALTADENA/KINNELOA MESA AND SOUTH BAY**

<b>FIRM INFORMATION*</b>	Arakelian Enterprises, Inc. dba Athens Services	Burrtec Waste Industries, Inc.	Universal Waste Systems, Inc.	USA Waste of California dba Waste Management	Ware Disposal, Inc.	
<b>BUSINESS STRUCTURE</b>	Corporation	Corporation	Corporation	Corporation	Corporation	
<b>CULTURAL/ETHNIC COMPOSITION</b>	<b>NUMBER/% OF OWNERSHIP</b>					
<b>OWNERS/PARTNER</b>	Black/African American	0	0	0	0	
	Hispanic/Latino	0	0	0	0	
	Asian or Pacific Islander	0	0	0	0	
	American Indian	0	0	0	0	
	Filipino	0	0	0	0	
	White	5/100%	2/100%	6/100%	0	2/100%
	<i>Female (included above)</i>	1/1%	1/50%	2/20%	0	1/51%
	<b>NUMBER</b>					
<b>MANAGER</b>	Black/African American	6	2	0	1	1
	Hispanic/Latino	82	44	11	10	7
	Asian or Pacific Islander	9	2	0	1	2
	American Indian	0	0	0	0	0
	Filipino	8	0	1	0	0
	White	53	33	22	4	4
	<i>Female (included above)</i>	42	27	7	2	2
<b>STAFF</b>	Black/African American	42	27	6	20	0
	Hispanic/Latino	1,394	716	252	196	163
	Asian or Pacific Islander	3	9	4	1	2
	American Indian	0	1	2	0	0
	Filipino	17	0	1	0	0
	White	105	71	55	20	2
	<i>Female (included above)</i>	186	117	53	7	15
	Total No. of Employees	1,719	905	354	253	181
<b>COUNTY CERTIFICATION</b>						
CBE	N/A	N/A	N/A	N/A	N/A	
LSBE	N/A	N/A	N/A	N/A	N/A	
<b>OTHER CERTIFYING AGENCY</b>	N/A	N/A	N/A	N/A	Women's Business Enterprise Council West	

\*Information provided by proposers in response to the Request for Proposal. On final analysis and consideration of award, vendors were selected without regard to race, creed, gender, or color.



# Enclosure C


[lacounty.gov](http://lacounty.gov)

# Los Angeles County Solicitations (/LACoBids/)

[Home \(/LACoBids/\)](#)

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## [Solicitation Detail](#)

<b>Solicitation Number:</b>	PW-BRCD070			
<b>Title:</b>	Exclusive Franchise Contracts for the Areas of Altadena/Kinneloa Mesa and South Bay (BRC0000228)			
<b>Department:</b>	Public Works			
<b>Bid Type:</b>	Service	<b>Bid Amount:</b>	\$9,900,000.00	
<b>Commodity:</b>	GARBAGE/TRASH REMOVAL AND DISPOSAL SERVICE			
<b>Description:</b>	PLEASE TAKE NOTICE that Public Works requests proposals for the Exclusive Franchise Contract for the Areas of Altadena/...			More
<b>Open Day:</b>	1/19/2022	<b>Close Date:</b>	2/22/2022 5:30:00 PM	
<b>Contact Name:</b>	David Pang	<b>Contact Phone:</b>	(626) 458-7167	
<b>Contact Email:</b>	dpang@dpw.lacounty.gov			
<b>Last Changed On:</b>	1/19/2022 8:20:44 AM			
<b>Attachment File (1):</b>	<a href="#">Click here to download attachment files.</a>			


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# BOARD LETTER CLUSTER FACT SHEET

☒ Board Letter

☐ Board Memo

☐ Other

<b>CLUSTER AGENDA REVIEW DATE</b>	5/11/2022		
<b>BOARD MEETING DATE</b>	6/14/2022		
<b>SUPERVISORIAL DISTRICT AFFECTED</b>	<input type="checkbox"/> All <input checked="" type="checkbox"/> 1 <sup>st</sup> <input type="checkbox"/> 2 <sup>nd</sup> <input type="checkbox"/> 3 <sup>rd</sup> <input type="checkbox"/> 4 <sup>th</sup> <input type="checkbox"/> 5 <sup>th</sup>		
<b>DEPARTMENT(S)</b>	Public Works		
<b>SUBJECT</b>	Award of Service Contract for Landscape and Grounds Maintenance Services for Public Works Headquarters Complex		
<b>PROGRAM</b>			
<b>AUTHORIZES DELEGATED AUTHORITY TO DEPT</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
<b>SOLE SOURCE CONTRACT</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
	If Yes, please explain why:		
<b>DEADLINES/ TIME CONSTRAINTS</b>	The current contract was extended for a period not to exceed 120 days and has a current potential expiration date of May 31, 2022; however, it will expire upon award and execution of this contract.		
<b>COST &amp; FUNDING</b>	Total cost: \$1,537,504	Funding source: Funding for this service is included in the Internal Services Fund (B04) Fiscal Year 2021-22 Budget (Services and Supplies). Funds to finance the contract's option years and 10 percent additional funding for contingencies will be requested through the annual budget process.	
	TERMS (if applicable): 1 year plus 3 additional 1-year renewal options and a month-to-month extension up to 6 months.		
	Explanation:		
<b>PURPOSE OF REQUEST</b>	Public Works is seeking Board approval to award a services contract to Mariposa Landscapes, Inc., a Community Business Enterprise, for landscape and grounds maintenance services for Public Works Headquarters Complex in Alhambra, California.		
<b>BACKGROUND (include internal/external issues that may exist including any related motions)</b>	Approval of the recommended action will award a services contract to Mariposa Landscapes, Inc., to provide landscape and grounds maintenance services to maintain the Public Works Headquarters Complex. The work to be performed includes the maintenance of turf, ground cover, shrubs, trees, and indoor plants; maintenance of irrigation systems; and removal of litter from walkways and landscaped areas.		
<b>EQUITY INDEX OR LENS WAS UTILIZED</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please explain how: On every contract solicitation, Public Works notifies over 25,000 subscribers in our "Do Business with Public Works" website. Public Works also notifies all Small Businesses registered with WDACS and advertise in regional and small newspapers in each Supervisorial districts. Public Works follows Federal contracting laws where applicable, State laws, Public Contract Code, and all Board contracting policies.  This contract will continue to provide landscape services to the Public Works Headquarters Complex in the First Supervisorial District.		

<b>SUPPORTS ONE OF THE NINE BOARD PRIORITIES</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please state which one(s) and explain how: Board Priority No. 7: Sustainability. To provide a comprehensive and coordinated approach to sustainability issues with the County Sustainability Plan as the foundation, this Priority will focus on working towards the vision of making the County healthier, more livable, economically stronger, more equitable, and more resilient.
<b>DEPARTMENTAL CONTACTS</b>	Name, Title, Phone # & Email: Shari Afshari, Deputy Director, (626) 458-4008, <a href="mailto:safshari@pw.lacounty.gov">safshari@pw.lacounty.gov</a>

p:\aepub\service contracts\contract\amber\landscape and grounds for pw hq complex\2020 - rebid\rebid\05 award\board letter\landscape pw hq - fact sheet.docx



MARK PESTRELLA, Director

# COUNTY OF LOS ANGELES

## DEPARTMENT OF PUBLIC WORKS

*"To Enrich Lives Through Effective and Caring Service"*

900 SOUTH FREMONT AVENUE  
ALHAMBRA, CALIFORNIA 91803-1331  
Telephone: (626) 458-5100  
<http://dpw.lacounty.gov>

ADDRESS ALL CORRESPONDENCE TO:  
P.O. BOX 1460  
ALHAMBRA, CALIFORNIA 91802-1460

IN REPLY PLEASE  
REFER TO FILE:

June 14, 2022

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:

**SERVICES CONTRACT  
PUBLIC CONTRACTING & ASSET MANAGEMENT CORE SERVICE AREA  
AWARD OF SERVICES CONTRACT FOR LANDSCAPE AND GROUNDS  
MAINTENANCE SERVICES FOR PUBLIC WORKS HEADQUARTERS COMPLEX  
(SUPERVISORIAL DISTRICT 1)  
(3 VOTES)**

**SUBJECT**

Public Works is seeking Board approval to award a services contract to Mariposa Landscapes, Inc., a Community Business Enterprise, for landscape and grounds maintenance services for Public Works Headquarters Complex in Alhambra, California.

**IT IS RECOMMENDED THAT THE BOARD:**

1. Find that the contract work is categorically exempt from the provisions of the California Environmental Quality Act.
2. Find that these services can be more economically performed by an independent contractor than by County employees.
3. Award and direct the Chair to execute the contract for landscape and grounds maintenance services for the Public Works Headquarters Complex to Mariposa Landscapes, Inc., a Community Business Enterprise. This contract will be for a period of 1 year with three 1-year

renewal options and a month-to-month extension up to 6 months for a maximum potential contract term of 54 months and a maximum potential contract sum of \$1,537,504.

4. Delegate authority to the Director of Public Works or his designee to renew the contract for each additional renewal option and extension period if, in the opinion of the Director of Public Works or his designee, Mariposa Landscapes, Inc., has successfully performed during the previous contract period, and the services are still required; to approve and execute amendments to incorporate necessary changes within the scope of work; and to suspend work if, it is in the best interest of the County to do so.
5. Delegate authority to the Director of Public Works or his designee to annually increase the contract amount up to an additional 10 percent of the annual contract sum, which is included in the maximum potential contract sum for unforeseen additional work within the scope of the contract, if required.

#### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

Approval of the recommended action will award a services contract to Mariposa Landscapes, Inc., to provide landscape and grounds maintenance services to maintain the Public Works Headquarters Complex. The work to be performed includes the maintenance of turf, ground cover, shrubs, trees, and indoor plants; maintenance of irrigation systems; and removal of litter from walkways and landscaped areas.

The current contract was extended for a period not to exceed 120 days and has a current potential expiration date of May 31, 2022; however, it will expire upon award and execution of this contract. The award of this contract will continue the current service by the recommended contractor.

#### **Implementation of Strategic Plan Goals**

These recommendations support the County Strategic Plan: Strategy II.1, Drive Economic and Workforce Development in the County, Objective II.1.3, Coordinate Workforce Development; Strategy II.2; Support the Wellness of our Communities, Objective II.2.4, Promote Active and Healthy Lifestyles; Strategy II.3, Make Environmental Sustainability our Daily Reality, Objective II.3.1, Improve Water Quality, Reduce Water Consumption, and Increase Water Supplies; Objective II.3.4, Reduce Waste Generation and Recycle and Reuse Waste Resources; Objective II.3.5, Support a Clean, Flexible, and Integrated Multi-Modal Transportation System that Improves Mobility, by contracting with the contractor that has the specialized expertise to provide

these services accurately, efficiently, timely, and in a responsive manner that will support Public Works in meeting these goals.

### **FISCAL IMPACT/FINANCING**

There will be no impact to the County General Fund.

These amounts are based on Public Works' estimated annual utilization of the contractor's service at the prices quoted by the contractor. The terms and sums for each term of the maximum contract period are as follows:

The sum for the initial term is \$295,282.

The sum for the first option term is \$306,719.

The sum for the second option term is \$313,484.

The sum for the third and final option term is \$321,497.

The sum for the month-to-month option to extend up to 6 months is \$160,748.50.

The maximum potential contract sum is \$1,537,504 for the maximum contract period of 54 months. The total maximum potential contract sum includes 10 percent of the annual contract sum for unforeseen additional work within the scope of the contract.

Funding for this service is included in the Internal Services Fund (B04) Fiscal Year 2021-22 Budget (Services and Supplies). Funds to finance the contract's option years and 10 percent additional funding for contingencies will be requested through the annual budget process.

### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

The recommended contractor, Mariposa Landscapes, Inc., is located in Irwindale, California. This contract will commence upon the Board's approval for a period of 1 year. With the Board's delegated authority, Public Works may renew the contract for three 1-year renewal options and a month-to-month extension up to 6 months for a maximum potential total contract term of 54 months.

County Counsel has approved the recommended contract and has been executed by Mariposa Landscapes, Inc. (Enclosure A). The recommended contract was solicited on an open competitive basis and is in accordance with applicable Federal, State, and County requirements.

A standard services contract has been used that contains terms and conditions in compliance with the Board's ordinances, policies, and programs. Enclosure B reflects the proposers' utilization participation and Community Business Enterprise program information. Data regarding the proposers' minority participation is on file with



Public Works. The contractor was selected upon final analysis and consideration without regard to race, creed, gender, or color.

This work is being contracted in accordance with procedures authorized under County Charter, Section 44.7, Part 3, and Chapter 2.121 (Contracting with Private Business) of the Los Angeles County Code. The mandatory requirements for contracting set forth in the Los Angeles County Code, Section 2.121.380, have been met.

The contractor has agreed to pay its full-time employees the current Living Wage Rate approved by the Board on December 1, 2015, and to comply with the County's Living Wage reporting requirements. The County's Proposition A and Living Wage Ordinance provisions apply to this proposed contract, as County employees can perform these contracted services. The contract complies with all of the requirements of the County Code, Section 2.201. In addition, the Contractor understands and agrees that this Contract work involves public works as defined by Section 1720 of the California Labor Code. The Contractor represents and warrants that the Contract is in full compliance with the applicable provisions of the Labor Code relating to payment of prevailing wages for all prevailing wage work.

Using methodology approved by the Auditor-Controller, the Proposition A cost analysis indicates that the recommended contracted services can be performed more economically by the private sector.

#### **ENVIRONMENTAL DOCUMENTATION**

These contracted services are categorically exempt from the provisions of the California Environmental Quality Act. These services, to provide landscape and grounds maintenance services to maintain the Public Works headquarters complex, including maintenance of turf, ground cover, shrubs, trees, indoor plants, and irrigation systems and removal of litter from walkways and landscaped areas, are within a class of projects that has been determined not to have a significant effect on the environment in that they meets the criteria set forth in Section 15301(h) of the State California Environmental Quality Act Guidelines and Class 1 of the County's Environmental Document Reporting Procedures and Guidelines, Appendix G.

In addition, based on the proposed project records, these services will comply with all applicable regulations, and there are no cumulative impacts, unusual circumstances, damage to scenic highways, listing on hazardous waste site lists compiled pursuant to Government Code Section 65962.5, or indications that the services may cause a substantial adverse change in the significance of a historical resource that would make the exemption inapplicable.

### **CONTRACTING PROCESS**

A notice of the Request for Statement of Qualifications (RFSQ) was released in 2014, 2016, 2019, and 2021, and it is currently open continuous. A total of 15 Statement of Qualifications (SOQs) were received in response to the RFSQ. The SOQs were first reviewed to ensure they met the mandatory requirements outlined in the RFSQ. Four of the 15 SOQs received were disqualified because the statements were incomplete and nonresponsive. Eleven SOQs were then evaluated by an evaluation committee consisting of Public Works staff, utilizing the informed averaging methodology for applicable criteria. The committee's evaluation was based on criteria described in the RFSQ, including experience, work plan, financial resources, performance history/references, and demonstrated controls over labor/payroll recordkeeping. Based on this evaluation, 2 of the 11 SOQs did not receive a score equal to or above the evaluation's minimum passing score and were ineligible to be placed on the Qualified Contractors List. The remaining nine statements received a passing score and were placed on the Qualified Contractors List.

On October 27, 2021, Public Works issued an Invitation for Bids soliciting bids from the apparent responsive and responsible vendors on the Qualified Contractors List.

On December 1, 2021, two bids were received. One bid was rejected because the Bidder did not meet the minimum requirements. The remaining bid was evaluated based on the price category. Based on this evaluation, it is recommended that this contract be awarded to the apparent responsive and responsible contractor, Mariposa Landscapes, Inc., located in Irwindale, California.

Public Works has accessed available resources to review and assess the proposed contractor's past performance, history of Labor Law violations, and prior performance on County contracts.

### **IMPACT ON CURRENT SERVICES (OR PROJECTS)**

The award of this contract will continue the services without disruption to the public and will not result in the displacement of any County employees as this service is presently contracted with the private sector.

**CONCLUSION**

Please return one adopted copy of this Board letter along with the Contractor Execute and Department Conform originals of the contract to the Public Works, Business Relations and Contracts Division.

Respectfully submitted,

MARK PESTRELLA, PE  
Director of Public Works

MP:JQ:ss

Enclosures

c: Chief Executive Office (Chia-Ann Yen)  
County Counsel  
Executive Office  
Internal Services Department, Contracts Division

This Board letter has large enclosures. Click on link to access:

[Landscape PW HQ 06-08-2022 \(Enc\)](#)

# BOARD LETTER CLUSTER FACT SHEET

☒ Board Letter

☐ Board Memo

☐ Other

<b>CLUSTER AGENDA REVIEW DATE</b>	5/11/2022	
<b>BOARD MEETING DATE</b>	6/14/2022	
<b>SUPERVISORIAL DISTRICT AFFECTED</b>	<input checked="" type="checkbox"/> All <input type="checkbox"/> 1 <sup>st</sup> <input type="checkbox"/> 2 <sup>nd</sup> <input type="checkbox"/> 3 <sup>rd</sup> <input type="checkbox"/> 4 <sup>th</sup> <input type="checkbox"/> 5 <sup>th</sup>	
<b>DEPARTMENT(S)</b>	Public Works	
<b>SUBJECT</b>	Award of Services Contracts for On-Call Tree Trimming and Maintenance Services Program	
<b>PROGRAM</b>		
<b>AUTHORIZES DELEGATED AUTHORITY TO DEPT</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
<b>SOLE SOURCE CONTRACT</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain why:	
<b>DEADLINES/ TIME CONSTRAINTS</b>	The current Program for these service contracts will expire on June 30, 2022.	
<b>COST &amp; FUNDING</b>	Total cost: \$90,750,000	Funding source: Funding for these services is included in various Public Works Fiscal Year 2021-22 Fund Budgets, but primarily in the Road Fund (B03- Services and Supplies), and Flood Control District Fund (B07- Services and Supplies). When the need arises for services under this program, financing the required services will be from the appropriate fund source.
	TERMS (if applicable): 1 year plus four additional 1-year renewal options and a month-to-month extension up to 6 months.	
	Explanation:	
<b>PURPOSE OF REQUEST</b>	Public Works is seeking Board approval to award three services contracts to West Coast Arborists, Inc.; United Pacific Services, Inc.; and International Environmental Corporation, a Local Small Business Enterprise, for on-call tree trimming and maintenance services throughout the unincorporated County areas.	
<b>BACKGROUND (include internal/external issues that may exist including any related motions)</b>	Approval of the recommended action will award services contracts to West Coast Arborists, Inc.; United Pacific Services, Inc.; and International Environmental Corporation, a Local Small Business Enterprise, to provide on-call and intermittent tree trimming and related maintenance services and to quickly respond to damaged trees, which may be the result of winds, fire, floods, natural occurring tree deterioration, etc., within the various right of ways throughout the unincorporated County areas. The work to be performed will involve necessary tree trimming and maintenance services along roadsides, medians, flood control channels, and other properties operated by Public Works.	
<b>EQUITY INDEX OR LENS WAS UTILIZED</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please explain how: On every contract solicitation, Public Works notifies over 25,000 subscribers in our "Do Business with Public Works" website. Public Works also notifies all Small Businesses registered with WDACS and advertise in regional and small newspapers in each Supervisorial districts. Public Works follows Federal contracting laws where applicable, State laws, Public Contract Code, and all Board contracting policies.	

<b>SUPPORTS ONE OF THE NINE BOARD PRIORITIES</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please state which one(s) and explain how: Supports Priority No. 5 Environmental Health Oversight and Monitoring by maintaining and increasing the size of the unincorporated Los Angeles County Urban Forest. Maintaining and growing the urban forest has ample health benefits including but not limited to: <ul style="list-style-type: none"> <li>▪ Clean air</li> <li>▪ Heat reduction</li> <li>▪ Stormwater capture</li> <li>▪ Improved community walkability</li> <li>▪ Noise suppression</li> <li>▪ Increased well-being</li> </ul>
<b>DEPARTMENTAL CONTACTS</b>	Name, Title, Phone # & E-mail: Steve Burger, Assistant Deputy Director, (626) 458-4018, <a href="mailto:sburger@pw.lacounty.gov">sburger@pw.lacounty.gov</a>



MARK PESTRELLA, Director

# COUNTY OF LOS ANGELES

## DEPARTMENT OF PUBLIC WORKS

*"To Enrich Lives Through Effective and Caring Service"*

900 SOUTH FREMONT AVENUE  
ALHAMBRA, CALIFORNIA 91803-1331  
Telephone: (626) 458-5100  
<http://dpw.lacounty.gov>

ADDRESS ALL CORRESPONDENCE TO:  
P.O. BOX 1460  
ALHAMBRA, CALIFORNIA 91802-1460

IN REPLY PLEASE  
REFER TO FILE:

June 14, 2022

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

Dear Supervisors:

**SERVICES CONTRACT  
TRANSPORTATION CORE SERVICE AREA  
AWARD OF SERVICES CONTRACTS FOR ON-CALL TREE TRIMMING  
AND MAINTENANCE SERVICES PROGRAM  
(ALL SUPERVISORIAL DISTRICTS)  
(3 VOTES)**

**SUBJECT**

Public Works is seeking Board approval to award three services contracts to West Coast Arborists, Inc.; United Pacific Services, Inc.; and International Environmental Corporation, a Local Small Business Enterprise, for on-call tree trimming and maintenance services throughout the unincorporated County areas.

**IT IS RECOMMENDED THAT THE BOARD:**

1. Find that the contract work is not a project pursuant to the California Environmental Quality Act.
2. Award three contracts for the on-call tree trimming and maintenance services program to West Coast Arborists, Inc.; United Pacific Services, Inc.; and International Environmental Corporation, a Local Small Business Enterprise. These contracts will be for a term of 1 year with four 1-year renewal options and a month-to-month extension up to 6

months for a maximum potential program term of 66 months and a maximum potential aggregate program sum of \$90,750,000.

3. Delegate authority to the Director of Public Works or his designee to execute these contracts; to renew these contracts for each additional renewal option and extension period if, in the opinion of the Director of Public Works or his designee West Coast Arborists, Inc.; United Pacific Services, Inc.; and International Environmental Corporation, a Local Small Business Enterprise, have successfully performed during the previous contract period, and the services are still required; to approve and execute amendments to incorporate necessary changes within the scope of work; and to suspend work if, it is in the best interest of the County to do so.
4. Delegate authority to the Director of Public Works or his designee to annually increase the program amount up to an additional 10 percent of the annual program sum, which is included in the maximum potential aggregate program sum for unforeseen additional work within the scope of the contract if required and to adjust the annual program sum for each option year over the term of the contract to allow for an annual cost-of-living adjustment in accordance with County policy and the terms of the contract.

#### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

Approval of the recommended action will award services contracts to West Coast Arborists, Inc.; United Pacific Services, Inc.; and International Environmental Corporation, a Local Small Business Enterprise, to provide on-call and intermittent tree trimming and related maintenance services and to quickly respond to damaged trees, which may be the result of winds, fire, floods, natural occurring tree deterioration, etc., within the various right of ways throughout the unincorporated County areas. The work to be performed will involve necessary tree trimming and maintenance services along roadsides, medians, flood control channels, and other properties operated by Public Works.

The current contracts will expire on June 30, 2022. The award of these contracts will continue the current services by the recommended contractors.

#### **Implementation of Strategic Plan Goals**

These recommendations support the County Strategic Plan: Strategy II.2, Support the Wellness of our Communities, Objective II.2.3, Prioritize Environmental Health Oversight and Monitoring, by strengthening the County's capacity to effectively prevent, prepare for and respond to emergent environmental and natural hazards by contracting with the contractors that have the specialized expertise to provide these services



accurately, efficiently, timely, and in a responsive manner that will support Public Works in meeting these goals.

### **FISCAL IMPACT/FINANCING**

The maximum potential aggregate program sum is \$90,750,000 for the maximum program period of 66 months. The total maximum potential aggregate program sum includes cost-of-living adjustments in accordance with the contract and 10 percent of the annual program sum for unforeseen additional work within the scope of the contract. Adjustments will be made to the annual program sum for each option year over the term of the contracts to allow for an annual cost-of-living adjustment in accordance with County policy and the terms of the contracts.

Funding for these services is included in various Public Works Fiscal Year 2021-22 Fund Budgets, but primarily in the Road Fund (B03- Services and Supplies), and Flood Control District Fund (B07- Services and Supplies).

When the need arises for services under these contracts, financing for the required services will be from the appropriate fund source. The total annual expenditures for these services, however, will not exceed the program amount approved by the Board. Funds to finance the contract's optional years and 10 percent additional funding for contingencies will be requested through the annual budget process.

### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

The three recommended contractors, West Coast Arborists, Inc., is located in Anaheim, California; United Pacific Services, Inc., is located in South Gate; California; and International Environmental Corporation, a Local Small Business Enterprise, is located in Arleta, California. These contracts will commence on July 1, 2022, or upon the Board's approval and execution by both parties, whichever occurs last, for a period of 1 year. With the Board's delegated authority, Public Works may renew these contracts for up to four 1-year renewal options and a month-to-month extension up to 6 months for a maximum potential total program term of 66 months.

County Counsel will review the contracts as to form (Enclosure A) prior to approval. The recommended contracts with West Coast Arborists, Inc.; United Pacific Services, Inc.; and International Environmental Corporation, a Local Small Business Enterprise, were solicited on an open-competitive basis and are in accordance with applicable Federal, State, and County requirements.

A standard services contract has been used that contains terms and conditions in compliance with the Board's ordinances, policies, and programs. Enclosure B reflects the proposers' utilization participation and community business enterprise program information. Data regarding the proposers' minority participation is on file with

Public Works. The contractors were selected upon final analysis and consideration without regard to race, creed, gender, or color.

Public Works has evaluated and determined that the contracted services are specialized and required on an on-call and intermittent basis; therefore, Proposition A (County Code Chapter 2.121) and the Living Wage Program (County Code Chapter 2.201) do not apply to this contract. In addition, the contractor understands and agrees that this contract work involves public works as defined by Section 1720 of the California Labor Code. The contractor represents and warrants that the contract is in full compliance with the applicable provisions of the Labor Code relating to payment of prevailing wages for all prevailing wage work.

### **ENVIRONMENTAL DOCUMENTATION**

These services are categorically exempt from the provisions of the California Environmental Quality Act. These services are within a class of projects that has been determined not to have a significant effect on the environment in that they meet criteria set forth in Section 15301(h) of the California Environmental Quality Act.

### **CONTRACTING PROCESS**

On May 3, 2021, a notice of the Request for Proposals (RFP) was placed on the County's "Doing Business with the County" website (Enclosure C), "Do Business with Public Works" website, Twitter, and advertisements were placed in the *Los Angeles Daily Journal*, *Los Angeles Sentinel*, *La Opinión*, *The Daily Breeze*, *The Signal (Santa Clarita)*, *World Journal*, *Watts Times*, *Malibu Times*, *Press Telegram*, and *Pasadena Star News*. Public Works also informed 1,660 Local Small Business Enterprises; 192 Disabled Veteran Business Enterprises; 189 Social Enterprises; 874 Community Business Enterprises; and 319 independent contractors, various business development centers, and municipalities about this business opportunity.

On June 1, 2021, six proposals were received. Three of which were disqualified for failure to meet the minimum requirements of the RFP. A subsequent request for disqualification review was conducted for two proposers, consistent with Los Angeles County Services Contract Solicitation Policy, Policy No. 5.055, and concluded the disqualifications were not erroneous. The remaining proposals were evaluated by an evaluation committee consisting of Public Works staff. The evaluation was based on criteria described in the RFP, which included the price, experience, work plan, and references, utilizing the informed averaging methodology for applicable criteria. Based on this evaluation, it is recommended that these contracts be awarded to the three highest rated, apparent responsive and responsible proposers, West Coast Arborists, Inc., located in Anaheim, California; United Pacific Services, Inc., located in South Gate, California; and International Environmental Corporation, a Local Small Business Enterprise, located in Arleta, California.

**IMPACT ON CURRENT SERVICES (OR PROJECTS)**

The award of these contracts will continue the services without disruption to the public and will not result in the displacement of any County employees as these services are presently contracted with the private sector.

**CONCLUSION**

Please return one adopted copy of this Board letter to Public Works, Business Relations and Contracts Division.

Respectfully submitted,

MARK PESTRELLA, PE  
Director of Public Works

MP:JQ:ep

Enclosures

c: Chief Executive Office (Chia-Ann Yen)  
County Counsel  
Executive Office

AGREEMENT FOR  
ON-CALL TREE TRIMMING AND MAINTENANCE  
SERVICES PROGRAM (BRC0000208)

THIS AGREEMENT, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2022, by and between the COUNTY OF LOS ANGELES, a subdivision of the State of California, a body corporate and politic (hereinafter referred to as COUNTY) and [Name of CONTRACTOR], a [State of Incorporation] [Form of Entity], located at [Full Address of the Contractor] (hereinafter referred to as CONTRACTOR).

WITNESSETH

FIRST: The CONTRACTOR, for the consideration hereinafter set forth and the acceptance by the Board of Supervisors of said COUNTY of the CONTRACTOR'S Proposal filed with the COUNTY on June 1, 2021, hereby agrees to provide services as described in this Contract for On-Call Tree Trimming and Maintenance Services Program.

SECOND: This AGREEMENT, together with Exhibit A, Scope of Work; Exhibit A.1, Schedule of Prices; Exhibit B, Service Contract General Requirements; Exhibit C, Internal Revenue Service Notice 1015; Exhibit D, Safely Surrendered Baby Law Posters; Exhibit E, Defaulted Property Tax Reduction Program; Exhibit F, Performance Requirements Summary; Exhibit G, Tree Trimming Specifications; Exhibit H, Tree Trimming Non-Emergency Hourly Work Specifications; Exhibit I, Tree Planting Specifications; Exhibit J, Tree Evaluation and Removal Specifications; Exhibit K, Urgent Tree Removal Specifications; Exhibit L, Root Pruning Specifications; Exhibit M, Stump and Root Removal Specifications; Exhibit N, 24-Hour Emergency Work Specifications; Exhibit O, Geographic Information Systems (GIS) Specifications; Exhibit P, Flood Control District Property Specifications; Exhibit Q, Tree Trimming Specification Figures; and Exhibit R, Maintenance District Area Maps; the CONTRACTOR'S Proposal, all attached hereto; the Request for Proposals; and Addenda to the Request for Proposals, all of which are incorporated herein by reference, are agreed by the COUNTY and the CONTRACTOR to constitute the Contract.

THIRD: The COUNTY agrees, in consideration of satisfactory performance of the foregoing services in strict accordance with the Contract specifications to the satisfaction of the Director, to pay the CONTRACTOR pursuant to the Schedule of Prices set forth in the Proposal and attached hereto as Form PW-2.1 through 2.5. In no event will the COUNTY pay any and all Contractors providing service under this Program an aggregate annual amount in excess of \$15,000,000 or such greater amount as the Board may approve (Maximum Program Sum).

FOURTH: When Public Works identifies work to be performed in a particular Maintenance District Area, assignment of work will be in accordance with Scope of Work, paragraph J, Assignment of Work. Public Works will first offer the work to the highest-rated Contractor for service within the given Maintenance District Area. Ranking is based on the Contractor's scoring in accordance with the criteria outlined in Part I, Section 4.E, Evaluation Criteria, of the Request for Proposals. Based on your firm's final score, your firm has been ranked \_\_\_\_ out of \_\_\_\_ in each Maintenance District Area. If the highest-rated Contractor for the particular Maintenance District Area is unable to perform all

or a portion of the work requested within Public Works' timeframe, Public Works may choose to offer that work to the next highest-rated Contractor, and so forth until a Contractor or Contractors are found available and capable to perform all or a portion of the requested work. The County reserves the right to utilize all available Contractors, as determined by the Contract Manager. Notwithstanding the foregoing; the parties understand and agree that this Contract is nonexclusive, the COUNTY may enter into other Contracts for the performance of the same or similar services, and the CONTRACTOR is not entitled to or guaranteed the assignment of any work hereunder.

FIFTH: This Contract's initial term shall commence upon Board's approval and execution of this agreement by both parties, for a period of one year with the initial contract term expiring on June 30, 2023. The COUNTY shall have the sole option to renew this Contract term for up to four additional one-year renewal options which shall not exceed June 30, 2027, and a month-to-month extension, not to exceed six months, for a total potential Program term of five years and six months. Each option term shall be exercised at the sole discretion of the COUNTY. The COUNTY, acting through the Director, may give a written notice of intent to renew this Contract at least ten days prior to the end of each term. At the sole discretion of the COUNTY, in lieu of renewing the Contract for the full one year, this Contract may be renewed on a month-to-month basis, upon written notice to the CONTRACTOR at least ten days prior to the end of a term. The Director will provide a written notice of nonrenewal at least ten days before the last day of any term, in which case this Contract shall expire as of midnight on the last day of that term. Where all option years have been exercised, the Director will not provide a written notice of nonrenewal.

SIXTH: The CONTRACTOR shall bill monthly, in arrears, for the work performed during the preceding month. Work performed shall be billed at the unit prices quoted in Forms PW-2.1 through PW-2.5, Schedule of Prices.

SEVENTH: Public Works will make payment to the CONTRACTOR within 30 days of receipt and approval of a properly completed and undisputed invoice. However, should the CONTRACTOR be certified by the COUNTY as a Local Small Business Enterprise, payment will be made in accordance with Board of Supervisors Policy No. 3.035, Small Business Liaison and Prompt Payment Program. Each invoice shall be in triplicate (original and two copies) and shall itemize the work completed. The invoices shall be submitted to:

Los Angeles County Public Works  
Attention Fiscal Division, Accounts Payable  
P.O. Box 7508  
Alhambra, CA 91802-7508

EIGHTH: In no event shall the aggregate total amount of compensation paid to any and all contractors under this Program exceed the amount of compensation authorized by the Board. Such aggregate total amount is the Maximum Contract Sum.

NINTH: The CONTRACTOR understands and agrees that only the designated Public Works Contract Manager is authorized to request or order work under this Contract. The CONTRACTOR acknowledges that the designated Contract Manager is not authorized to request or order any work that would result in the CONTRACTOR earning an aggregate compensation in excess of this Program's Maximum Contract Sum.

TENTH: If requested by the Contractor, the contract (hourly, daily, monthly, etc.) amount may, at the sole discretion of the County, be increased at the time of contract renewal, if exercised by the County, based on the most recently published percentage change in the U.S. Department of Labor, Bureau of Labor Statistics' Consumer Price Index (CPI) for the Los Angeles-Long Beach-Anaheim area for the 12-month period preceding the renewal 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 12-month period. Furthermore, should fiscal circumstances ultimately prevent the Board from approving any increase in County employee salaries, no COLA will be granted. Upon approval of COLA, a notification will be sent to the Contractor.

ELEVENTH: In the event that terms and conditions, which may be listed in the CONTRACTOR'S Proposal, conflict with the COUNTY'S specifications, requirements, and terms and conditions as reflected in this AGREEMENT including, but not limited to, Exhibits A through R, inclusive, the COUNTY'S provisions shall control and be binding.

TWELFTH: The CONTRACTOR agrees in strict accordance with the Contract specifications and conditions to meet the COUNTY'S requirements.

THIRTEENTH: This Contract constitutes the entire agreement between the COUNTY and the CONTRACTOR with respect to the subject matter of this Contract and supersedes all prior and contemporaneous agreements and understandings. This CONTRACT may be signed by the parties hereto in separate counterparts, including both counterparts that are executed on paper and counterparts that are in the form of electronic signatures. Electronic signatures include facsimile or e-mail electronic signatures. Each executed counterpart shall be deemed an original. All counterparts, taken together, constitute the executed Agreement.

The parties hereby acknowledge and agree that electronic records and electronic signatures, as well as facsimile signatures, used in connection with the execution of this Agreement and electronic signatures, facsimile signatures or signatures transmitted by electronic mail in so-called pdf format shall be legal and binding and shall have the same full force and effect as if a paper original of this Agreement had been delivered and had been signed using a handwritten signature. Contractor and County (i) agree that an electronic signature, whether digital or encrypted, of a party to this Agreement is intended to authenticate this writing and to have the same force and effect as a manual signature, (ii) intend to be bound by the signatures (whether original, faxed or electronic) on any document sent or delivered by facsimile or, electronic mail, or other electronic means, (iii) are aware that the other party will rely on such signatures, and (iv) hereby waive any defenses to the enforcement of the terms of this Agreement based on the foregoing forms of signature. If this Agreement has been executed by electronic signature, all parties executing this document are expressly consenting under the United States Federal Electronic Signatures in Global and National Commerce Act of 2000 (E-SIGN) and California Uniform Electronic Transactions Act (UETA)(Cal. Civ. Code § 1633.1, et seq.), that a signature by fax, e-mail or other electronic means shall constitute an Electronic Signature to an Electronic Record under both E-SIGN and UETA with respect to this specific transaction.

//

IN WITNESS WHEREOF, the COUNTY has, by order of its Board of Supervisors, caused these presents to be subscribed by the Director of Public Works, and the CONTRACTOR has subscribed its name by and through its duly authorized officers, as of the day, month, and year first written above.

COUNTY OF LOS ANGELES

By \_\_\_\_\_  
Director of Public Works

APPROVED AS TO FORM:

DAWYN R. HARRISON  
Acting County Counsel

By \_\_\_\_\_  
Deputy

\_\_\_\_\_  
Type/Print Name

[NAME OF CONTRACTOR]

By \_\_\_\_\_  
Its President

\_\_\_\_\_  
Type/Print Name

By \_\_\_\_\_  
Its Secretary

\_\_\_\_\_  
Type/Print Name

**PROPOSERS' UTILIZATION PARTICIPATION AND COMMUNITY BUSINESS ENTERPRISE PROGRAM INFORMATION FOR  
ON-CALL TREE TRIMMING AND MAINTENANCE SERVICES PROGRAM**

**SELECTED FIRMS**

<b>Small-Sized Business Category Proposer Name</b>	<b>Local SBE</b>	<b>SBE</b>	<b>Minority</b>	<b>Women</b>	<b>Disadvantaged</b>	<b>DisabledVet</b>	<b>LGBTQQ</b>
<i>None</i>							
<b>Medium-Sized Business Category Proposer Name</b>							
United Pacific Services, Inc.	N/A	N/A	N/A	N/A	N/A	N/A	N/A
International Environmental Corporation	Yes	Yes	N/A	N/A	N/A	N/A	N/A
<b>Large-Sized Business Category Proposer Name</b>							
West Coast Arborists, Inc.	N/A	N/A	N/A	N/A	N/A	N/A	N/A

**NON-SELECTED FIRMS**

<b>Small-Sized Business Category Proposer Name</b>	<b>Local SBE</b>	<b>SBE</b>	<b>Minority</b>	<b>Women</b>	<b>Disadvantaged</b>	<b>DisabledVet</b>	<b>LGBTQQ</b>
Golden West Arbor Services, Inc.	Yes	Yes	N/A	N/A	N/A	N/A	N/A
<b>Medium-Sized Business Category Proposer Name</b>	<b>Local SBE</b>	<b>SBE</b>	<b>Minority</b>	<b>Women</b>	<b>Disadvantaged</b>	<b>DisabledVet</b>	<b>LGBTQQ</b>
Tiger Tree Services, Inc.	Yes	Yes	N/A	N/A	N/A	N/A	N/A
Mariposa Tree Management, Inc.	N/A	N/A	N/A	N/A	N/A	N/A	N/A
<b>Large-Sized Business Category Proposer Name</b>	<b>Local SBE</b>	<b>SBE</b>	<b>Minority</b>	<b>Women</b>	<b>Disadvantaged</b>	<b>DisabledVet</b>	<b>LGBTQQ</b>
<i>None</i>							

\*Information provided by proposers in response to the Request for Proposal. On final analysis and consideration of award, vendors were selected without regard to race, creed, gender, or color.



**PROPOSERS' UTILIZATION PARTICIPATION AND COMMUNITY BUSINESS ENTERPRISE PROGRAM INFORMATION FOR  
ON-CALL TREE TRIMMING AND MAINTENANCE SERVICES PROGRAM**

<b>FIRM INFORMATION*</b>		<b>West Coast Arborists, Inc.</b>	<b>United Pacific Services, Inc.</b>	<b>International Environmental Corporation</b>
<b>BUSINESS STRUCTURE</b>		Corporation	Corporation	Corporation
<b>OWNERS/PARTNERS</b>	<b>CULTURAL/ETHNIC COMPOSITION</b>	<b>NUMBER/% OF OWNERSHIP</b>		
	Black/African American	0	0	0
	Hispanic/Latino	0	0	2/100%
	Asian or Pacific Islander	0	0	0
	American Indian	0	0	0
	Filipino	0	0	0
	White	3/100%	1/100%	0
	Female (included above)	1/10%	0	1/75%
		<b>NUMBER</b>		
<b>MANAGER</b>	Black/African American	2	0	0
	Hispanic/Latino	18	7	3
	Asian or Pacific Islander	0	1	0
	American Indian	1	0	0
	Filipino	0	0	0
	White	17	2	0
	Female (included above)	8	0	1
<b>STAFF</b>	Black/African American	2	2	0
	Hispanic/Latino	857	38	29
	Asian or Pacific Islander	6	0	0
	American Indian	4	0	0
	Filipino	0	0	0
	White	103	1	1
	Female (included above)	69	1	1
Total No. of Employees		1,010	51	33
<b>COUNTY CERTIFICATION</b>				
CBE		N	N	N
LSBE		N	N	Y
<b>OTHER CERTIFYING AGENCY</b>		N/A	N/A	N/A

\*Information provided by proposers in response to the Request for Proposal. On final analysis and consideration of award, vendors were selected without regard to race, creed, gender, or color.



## Los Angeles County Solicitations (/LACoBids/)


[Home \(/LACoBids/\)](#) / [Admin \(/LACoBids/Admin/\)](#) / [Open Solicitations \(/LACoBids/Admin/BidList\)](#) / [Detail](#)
[Log Off \(/LACoBids/Account/LogOff\)](#)

### [Solicitation Detail](#)

<b>Solicitation Number:</b>	PW-BRCD059		
<b>Title:</b>	On-Call Tree Trimming and Maintenance Services Program (BRC0000208)		
<b>Department:</b>	Public Works		
<b>Bid Type:</b>	Service	<b>Bid Amount:</b>	\$15,000,000.00
<b>Commodity:</b>	TREE TRIMMING AND PRUNING SERVICES		
<b>Description:</b>	<p>PLEASE TAKE NOTICE that Public Works requests proposals for the On-Call Tree Trimming and Maintenance Services Program (BRC0000208). This program has been designed to have a potential maximum program term of 5 years, consisting of an initial 1-year term and four potential additional 1-year renewal options. The total annual program amount of this service is estimated to be \$15,000,000. The Request for Proposals (RFP) with contract specifications, forms, and instructions for preparing and submitting proposals may be accessed at <a href="http://pw.lacounty.gov/brcd/servicecontracts/">http://pw.lacounty.gov/brcd/servicecontracts/</a> or may be requested from Messrs. Danny Medina at (626) 458-4080 or <a href="mailto:dmedina@pw.lacounty.gov">dmedina@pw.lacounty.gov</a> or David Pang at (626) 458 7167 or <a href="mailto:dpang@pw.lacounty.gov">dpang@pw.lacounty.gov</a>, Monday through Thursday, 7 a.m. to 5 p.m.</p> <p>Note: Public Works intends to award multiple services contracts for each Maintenance District Area identified above as Maintenance Districts 1 through 5. Proposers may submit proposals for any combination of the five Maintenance Districts. Proposers must clearly specify which Maintenance District(s) they are submitting a proposal(s) for. Proposals will be evaluated and awarded independently for each Maintenance District Area.</p> <p>PLEASE CHECK THE WEBSITE FREQUENTLY FOR ANY CHANGES TO THIS SOLICITATION. ALL ADDENDA AND INFORMATIONAL UPDATES WILL BE POSTED AT <a href="http://pw.lacounty.gov/brcd/servicecontracts">http://pw.lacounty.gov/brcd/servicecontracts</a>.</p> <p>"Do Business with Public Works" Website Registration: All interested proposers for this RFP are strongly encouraged to register at <a href="http://pw.lacounty.gov/general/contracts/opportunities/">http://pw.lacounty.gov/general/contracts/opportunities/</a>. Only those firms registered for this RFP through the website will receive automatic notification when any update to this RFP is made. The County does not have an obligation to notify any proposers other than through the Public Works website's automatic notification system.</p> <p>Doing Business with Local Small Business Enterprise, Disabled Veteran Business Enterprise, and Social Enterprise: The County strongly encourages participation from firms, primes, and subcontractors, which are certified in the County's Local Small Business Enterprise (LSBE), Disabled Veteran Business Enterprise (DVBE), and Social Enterprise (SE) Preference Programs. The County's LSBE, DVBE, and SE Preference Programs require firms to complete a certification process to receive certain benefits allowed only for LSBE, DVBE, and SE, such as a 15 percent price preference, not to exceed \$150,000, when applicable, and LSBE Prompt Payment Program. The following link provides additional information on being County certified LSBE, DVBE, and SE: <a href="http://dcba.lacounty.gov">http://dcba.lacounty.gov</a>.</p> <p>Minimum Mandatory Requirements: At the time of proposal submission, proposers must meet all minimum requirements set forth in the RFP document including, but not limited to:</p> <ol style="list-style-type: none"> <li>1. Proposer must have a minimum of 5 years of experience in performing tree trimming and related work. Additionally, proposer must have received and successfully completed at least four large tree work projects within the last 5 years (trimming over 750 trees per project). Subcontractors will not be allowed to fulfill this requirement.</li> <li>2. Proposer must submit a copy of a valid and active State of California C 27 Contractor's Class, Landscaping License or C-61 (D-49), Limited Specialty Class, Tree Trimming License at the time of proposal submission. Subcontractors will not be allowed to fulfill this requirement.</li> <li>3. Proposer and its subcontractor(s), if any, must submit a copy of valid and active International Society of Arboriculture arborist certifications for at least two certified arborists who will be available to perform requested work.</li> <li>4. Proposer and its subcontractor(s), if any, must submit a copy of a valid and active International Society of Arboriculture tree worker certification with either aerial lift or climber specialist designation for each employee who will be available to perform requested tree work.</li> <li>5. Proposer must own or demonstrate the ability to obtain tree trimming equipment, including aerial towers to perform the tree trimming quantities annually as outlined in Exhibit A, Section J, Assignment of Work.</li> <li>6. Proposer and/or its subcontractor(s), if any, must have capable staff to utilize ArcGIS software as outlined in Exhibit O.</li> <li>7. Proposer and its subcontractor(s), if any, must submit proof of a valid and active State of California Department of Industrial Relations Public Works Contractor Registration pursuant to Labor Code 1725.5. Pending registrations will not be accepted.</li> </ol> <p>The contracted work in this RFP constitutes "public works" as defined in the California Labor Code Section 1720, requiring payment of prevailing wages pursuant to Section 14, Prevailing Wages, of the RFP. Please note that the services requested in this contract may include both prevailing wage and nonprevailing wage work. Proposer and its subcontractors performing prevailing wage work, if any, must submit proof of a valid and active State of California Department of Industrial Relations Public Works Contractor Registration pursuant to Labor Code 1725.5. Pending registrations will not be accepted.</p> <p>A mandatory proposers' conference will be held Tuesday, May 18, 2021, at 2 p.m. via Microsoft Teams Meeting Online Events. To participate, proposers will need to sign in using the electronic sign-in sheet through the following web address: <a href="https://pw.lacounty.gov/contracts/opportunities.aspx">https://pw.lacounty.gov/contracts/opportunities.aspx</a>. Attendees should be prepared to ask questions at that time about the specifications, proposal requirements, and contract terms. It is the proposers' sole responsibility to do their due diligence to visit and familiarize themselves with the work locations and their requirements before submitting their proposal. After the conference, proposers must submit questions in writing and request information for this solicitation within three business days from the date of the conference.</p> <p>The deadline to submit proposals is Tuesday, June 1, 2021, at 5:30 p.m. Please direct any questions to Messrs. Medina or Pang.</p> <p>Electronic Submission of Proposal: Hard copy proposals will not be accepted, you must submit proposals electronically on <a href="http://www.bidexpress.com">www.bidexpress.com</a>, a secure online bidding service website. To submit your proposals electronically, register with BidExpress, by or before the due date above. A new registration page must be signed, notarized, and received by BidExpress Customer Support for processing before the due date. There is a nominal service fee to use BidExpress.</p>		
<b>Open Day:</b>	5/3/2021	<b>Close Date:</b>	6/1/2021 5:30:00 PM
<b>Contact Name:</b>	Danny Medina	<b>Contact Phone:</b>	(626) 458-4080
<b>Contact Email:</b>	<a href="mailto:dmedina@pw.lacounty.gov">dmedina@pw.lacounty.gov</a>		
<b>Last Changed On:</b>	5/3/2021 2:10:58 PM		
<b>Attachment File (0) :</b>	<a href="#">Click here to download attachment files.</a>		

[Update \(/LACoBids/Admin/UpdateBid/MjAxMTI1IDUzMjE5\)](#)

# BOARD LETTER CLUSTER FACT SHEET

☒ Board Letter

☐ Board Memo

☐ Other

<b>CLUSTER AGENDA REVIEW DATE</b>	5/11/2022	
<b>BOARD MEETING DATE</b>	6/14/2022	
<b>SUPERVISORIAL DISTRICT AFFECTED</b>	<input type="checkbox"/> All <input type="checkbox"/> 1 <sup>st</sup> <input type="checkbox"/> 2 <sup>nd</sup> <input checked="" type="checkbox"/> 3 <sup>rd</sup> <input type="checkbox"/> 4 <sup>th</sup> <input type="checkbox"/> 5 <sup>th</sup>	
<b>DEPARTMENT(S)</b>	Public Works	
<b>SUBJECT</b>	Award of Services Contract for Topanga Canyon Beach Bus Shuttle Service	
<b>PROGRAM</b>		
<b>AUTHORIZES DELEGATED AUTHORITY TO DEPT</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
<b>SOLE SOURCE CONTRACT</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain why:	
<b>DEADLINES/ TIME CONSTRAINTS</b>	The current contract is extended for a period not to exceed 180 days and has an expiration date of August 31, 2022; however, it will expire upon execution of this contract.	
<b>COST &amp; FUNDING</b>	Total cost: \$1,808,429	Funding source: Third Supervisorial District's Proposition A Local Return Transit Programs and the Transit Operations Fund (Fund CP6 – Services and Supplies Appropriation) Fiscal Year 2021-22 Budget.
	TERMS (if applicable): 1 year plus three additional 1-year renewal options and a month-to-month extension up to 6 months.	
	Explanation:	
<b>PURPOSE OF REQUEST</b>	Public Works is seeking Board approval to award a services contract to Transit Systems Unlimited, Inc., for year-round beach shuttle service in the unincorporated community of Topanga Canyon.	
<b>BACKGROUND (include internal/external issues that may exist including any related motions)</b>	Approval of the recommended action will award a services contract to Transit Systems Unlimited, Inc., to provide fixed-route transit service from the intersection of Owensmouth Avenue and Oxnard Street in the unincorporated community of Topanga Canyon to the Metro Expo Line, Santa Monica Station on a year-round basis. The work to be performed will consist of daily shuttle service with multiple scheduled stops along the transit route.	
<b>EQUITY INDEX OR LENS WAS UTILIZED</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please explain how:  On every contract solicitation, Public Works notifies over 25,000 subscribers in our "Do Business with Public Works" website. Public Works also notifies all Small Businesses registered with WDACS and advertise in regional and small newspapers in each Supervisorial Districts. Public Works follows Federal contracting laws where applicable, State laws, Public Contract Code, and all Board contracting policies.  This contract will continue to provide public transit service in the unincorporated community of Topanga in the Third Supervisorial District.	

<b>SUPPORTS ONE OF THE NINE BOARD PRIORITIES</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please state which one(s) and explain how: These recommendations support Board Priority No. 7, Sustainability by maintaining public transit service and making a more livable community.
<b>DEPARTMENTAL CONTACTS</b>	Name, Title, Phone # & E-mail: Steve Burger, Deputy Director, (626) 458-4018, <a href="mailto:sburger@pw.lacounty.gov">sburger@pw.lacounty.gov</a>

P:\aepub\Service Contracts\CONTRACT\Danny\TOPANGA CANYON SHUTTLE\2021 (ReBid)\RFP\05 AWARD\BOARD LETTER\Topanga Shuttle - Fact Sheet.docx



MARK PESTRELLA, Director

# COUNTY OF LOS ANGELES

## DEPARTMENT OF PUBLIC WORKS

*"To Enrich Lives Through Effective and Caring Service"*

900 SOUTH FREMONT AVENUE  
ALHAMBRA, CALIFORNIA 91803-1331  
Telephone: (626) 458-5100  
<http://dpw.lacounty.gov>

ADDRESS ALL CORRESPONDENCE TO:  
P.O. BOX 1460  
ALHAMBRA, CALIFORNIA 91802-1460

IN REPLY PLEASE  
REFER TO FILE:

June 14, 2022

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

Dear Supervisors:

**SERVICES CONTRACT  
TRANSPORTATION CORE SERVICE AREA  
AWARD OF SERVICES CONTRACT FOR  
TOPANGA CANYON BEACH BUS SHUTTLE SERVICE  
IN THE UNINCORPORATED COMMUNITY OF TOPANGA CANYON  
(SUPERVISORIAL DISTRICT 3)  
(3 VOTES)**

**SUBJECT**

Public Works is seeking Board approval to award a services contract to Transit Systems Unlimited, Inc., for year-round beach shuttle service in the unincorporated community of Topanga Canyon.

**IT IS RECOMMENDED THAT THE BOARD:**

1. Find that the contract work is statutorily exempt from the provisions of the California Environmental Quality Act.
2. Find that these services can be more economically performed by an independent contractor than by County employees.
3. Award and direct the Chair to execute the contract for Topanga Canyon beach bus shuttle service to Transit Systems Unlimited, Inc. This contract will be for a period of 1 year with three 1-year renewal options and a

month-to-month extension up to 6 months for a maximum potential contract term of 54 months and a maximum potential contract sum of \$1,808,429.

4. Delegate authority to the Director of Public Works or his designee to renew this contract for each additional renewal option and extension period if, in the opinion of the Director of Public Works or his designee, Transit Systems Unlimited, Inc., has successfully performed during the previous contract period, and the services are still required; to approve and execute amendments to incorporate necessary changes within the scope of work; and to suspend work if it is in the best interest of the County to do so.
5. Delegate authority to the Director of Public Works or his designee to annually increase the contract amount up to an additional 10 percent of the annual contract sum, which is included in the maximum potential contract sum for unforeseen additional work within the scope of the contract if required, in accordance with County policy and the terms of the contract.

#### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

Approval of the recommended action will award a services contract to Transit Systems Unlimited, Inc., to provide fixed-route transit service from the intersection of Owensmouth Avenue and Oxnard Street in the unincorporated community of Topanga Canyon to the Metro Expo Line, Santa Monica Station on a year-round basis. The work to be performed will consist of daily shuttle service with multiple scheduled stops along the transit route.

The current contract is extended for a period not to exceed 180 days and has a current potential expiration date of August 31, 2022; however, it will expire upon award and execution of this contract. The award of this contract will ensure continuity of service.

#### **Implementation of Strategic Plan Goals**

The recommended contract work supports the County Strategic Plan: Strategy II.2, Support the Wellness of our Communities, Objective II.2.2, Expand Access to Recreational and Cultural Opportunities, and Objective II.2.4, Promote Active and Healthy Lifestyles, by providing residents with access to the County's beaches, parks, museums, theatres, and other recreational facilities along the transit service route. The recommended contractor has the specialized expertise to provide these services accurately, efficiently, timely, and in a responsive manner that will support Public Works in meeting these goals.

### **FISCAL IMPACT/FINANCING**

There will be no impact to the County General Fund.

This amount is based on Public Works' estimated annual utilization of the contractor's service at the prices quoted by the contractor. The total maximum potential contract sum includes vehicle parking fees and graphics for the contractor-provided service vehicles in accordance with the contract. The sums for each term of the contract are as follows:

The sum for the initial annual term is \$336,952.

The sum for the first optional annual term is \$353,382.

The sum for the second optional annual term is \$370,633.

The sum for the third and final optional annual term is \$388,706.

The sum for all the month-to-month options to extend up to 6 months is \$194,353.

The maximum potential contract sum is \$1,808,429 for the maximum contract period of 54 months. The total maximum potential contract sum includes 10 percent of the annual contract sum for unforeseen, additional work within the scope of the contract.

Funding for these services is included in the Third Supervisorial District's Proposition A Local Return Transit Programs and included in the Transit Operations Fund (Fund CP6 – Services and Supplies Appropriation) Fiscal Year 2021-22 Budget. Funds to finance the contract's option years and additional funding for 10 percent contingencies will be requested through the annual budget process.

### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

The recommended contractor, Transit Systems Unlimited, Inc., is located in Sun Valley, California. This contract will commence upon the Board's approval for a period of 1 year. With the Board's delegated authority, Public Works may renew this contract for up to three 1-year renewal options and a month-to-month extension up to 6 months for a maximum potential total contract term of 54 months.

County Counsel has approved the recommended contract and has been executed by Transit Systems Unlimited, Inc. (Enclosure A). The recommended contract was solicited on an open-competitive basis and is in accordance with applicable Federal, State, and County requirements.

A standard services contract has been used that contains terms and conditions in compliance with the Board's ordinances, policies, and programs. Enclosure B reflects the proposer's utilization participation and community business enterprise program information. Data regarding the proposer's minority participation is on file with

Public Works. The contractor was selected upon final analysis and consideration without regard to race, creed, gender, or color.

This work is being contracted in accordance with procedures authorized under County Charter, Section 44.7, Part 3, and Chapter 2.121 (Contracting with Private Business) of the Los Angeles County Code. The mandatory requirements for contracting set forth in the Los Angeles County Code, Section 2.121.380, have been met.

The contractor has agreed to pay its full-time employees the current Living Wage Rate approved by the Board on December 1, 2015, and to comply with the County's Living Wage reporting requirements. The County's Proposition A and Living Wage Ordinance provisions apply to the proposed contract, as County employees can perform the contracted services. The contract complies with all of the requirements of the County Code, Section 2.201.

Using methodology approved by the Auditor-Controller, the Proposition A cost analysis indicates that the recommended contracted services can be performed more economically by the private sector.

#### **ENVIRONMENTAL DOCUMENTATION**

This service is statutorily exempt from the provisions of the California Environmental Quality Act, pursuant to Section 21080(b)(10) of the Public Resources Code. This exemption provides for the implementation of passenger or commuter transit services.

#### **CONTRACTING PROCESS**

On August 23, 2021, a notice of the Request for Proposals was placed on the "Doing Business with the County" website (Enclosure C), "Do Business with Public Works" website, Twitter, and advertisements were placed in the *Los Angeles Daily Journal*, *Los Angeles Sentinel*, *La Opinión*, *The Daily Breeze*, *The Signal (Santa Clarita)*, *World Journal*, *Watts Times*, *Malibu Times*, *Press Telegram*, and *Pasadena Star News*. Public Works also informed 1,658 Local Small Business Enterprises; 192 Disabled Veteran Business Enterprises; 189 Social Enterprises; 877 Community Business Enterprises; and 136 independent contractors, various business development centers, and municipalities about this business opportunity.

On September 14, 2021, one proposal was received. The proposal was evaluated by an evaluation committee consisting of Public Works staff. The evaluation was based on criteria described in the Request for Proposals, which included the price, experience, work plan, financial resources, references, equipment, and demonstrated controls over labor/payroll recordkeeping utilizing the informed averaging methodology for applicable criteria. Based on this evaluation, it is recommended that this contract be awarded to the apparent responsive and responsible proposer, Transit Systems Unlimited, Inc.,



located in Sun Valley, California. Public Works believes the contractor's price to be reasonable for the work requested.

**IMPACT ON CURRENT SERVICES (OR PROJECTS)**

The award of this contract will continue the services without disruption to the public and will not result in the displacement of any County employees as this service is presently contracted with the private sector.

**CONCLUSION**

Please return one adopted copy of this Board letter along with the Contractor Execute and Department Conform originals of the contract to Public Works, Business Relations and Contracts Division.

Respectfully submitted,

MARK PESTRELLA, PE  
Director of Public Works

MP:JQ:ep

Enclosures

c: Chief Executive Office (Chia-Ann Yen)  
County Counsel  
Executive Office  
Internal Services Department, Contracts Division (w/o enc.)

This Board letter has large enclosures. Click on link to access:

[Topanga Shuttle 06-08-2022 \(Enc\)](#)

# BOARD LETTER/MEMO CLUSTER FACT SHEET

☒ Board Letter

☐ Board Memo

☐ Other

<b>CLUSTER AGENDA REVIEW DATE</b>	5/11/2022	
<b>BOARD MEETING DATE</b>	6/14/2022	
<b>SUPERVISORIAL DISTRICT AFFECTED</b>	<input checked="" type="checkbox"/> All <input type="checkbox"/> 1 <sup>st</sup> <input type="checkbox"/> 2 <sup>nd</sup> <input type="checkbox"/> 3 <sup>rd</sup> <input type="checkbox"/> 4 <sup>th</sup> <input type="checkbox"/> 5 <sup>th</sup>	
<b>DEPARTMENT(S)</b>	Public Works	
<b>SUBJECT</b>	Bicycle Master Plan Update – Award Consultant Services Agreement	
<b>PROGRAM</b>	Transportation Core Service Area	
<b>AUTHORIZES DELEGATED AUTHORITY TO DEPT</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
<b>SOLE SOURCE CONTRACT</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
	If Yes, please explain why:	
<b>DEADLINES/ TIME CONSTRAINTS</b>	The update will streamline implementation of the facilities identified in the Bicycle Master Plan Update. The timeline for completing the update is 34 months, which includes extensive Countywide community outreach. Award of the Consultant Services Agreement is necessary to have the update presented to the Board for adoption in 2025.	
<b>COST &amp; FUNDING</b>	Total cost: \$3,750,529	Funding source: Article 3 Bikeway funds, Proposition C Local Return funds
	TERMS (if applicable):	
	Explanation: \$937,632 will be funded with Article 3 Bikeway funds; remaining \$2,812,897 will be funded with Proposition C Local Return funds from all Supervisorial Districts' Transportation Improvement Programs on an equal basis	
<b>PURPOSE OF REQUEST</b>	Award consultant contract to update the County Bicycle Master Plan, including review of existing and proposal of new bikeway alignments, removal of locations that are deemed infeasible, development of design guidelines/policies for Class IV bikeways and sharing of bikeway infrastructure with micromobility devices, first/last mile bikeway improvements, and preparation of a Programmatic Environmental Impact Report utilizing Vehicle Miles Traveled as an evaluation metric.	
<b>BACKGROUND (include internal/external issues that may exist including any related motions)</b>	The update will improve accessibility and connectivity for residents of the unincorporated County by updating the 2012 Bicycle Master Plan. Since the previous update in 2012 dramatic changes in transportation regulations and technology prompted a 2019 Board motion to update the County Bicycle Master Plan. The update will be developed with consideration of existing planning documents (including Vision Zero); support of Complete Streets; regional sustainability; and equity, including an equity analysis to inform prioritization of bicycle infrastructure investment locations.	
<b>EQUITY INDEX OR LENS WAS UTILIZED</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please explain how: During the consultant interviews, the highest weighted question asked how equity will be addressed in the update. Additionally, the update will include a prioritization matrix which will incorporate equity into the project ranking.	
<b>SUPPORTS ONE OF THE NINE BOARD PRIORITIES</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please state which one(s) and explain how: Sustainability – Award of this contract helps create a region that is healthier, more livable, more equitable, and more resilient. The plan will identify and prioritize potential infrastructure investments to increase mobility options for County residents.	
<b>DEPARTMENTAL CONTACTS</b>	Steve Burger, Deputy Director, (626) 458-4018, <a href="mailto:sburger@pw.lacounty.gov">sburger@pw.lacounty.gov</a>	



# COUNTY OF LOS ANGELES

## DEPARTMENT OF PUBLIC WORKS

*"To Enrich Lives Through Effective and Caring Service"*

MARK PESTRELLA, Director

900 SOUTH FREMONT AVENUE  
ALHAMBRA, CALIFORNIA 91803-1331  
Telephone: (626) 458-5100  
<http://dpw.lacounty.gov>

ADDRESS ALL CORRESPONDENCE TO:  
P.O. BOX 1460  
ALHAMBRA, CALIFORNIA 91802-1460

June 14, 2022

IN REPLY PLEASE

REFER TO FILE: **TPP-4**

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

Dear Supervisors:

**TRANSPORTATION CORE SERVICE AREA  
BICYCLE MASTER PLAN UPDATE  
AWARD CONSULTANT SERVICES AGREEMENT  
(ALL SUPERVISORIAL DISTRICTS)  
(3 VOTES)**

**SUBJECT**

Public Works is seeking Board approval to execute a consultant services agreement with Toole Design Group, LLC to update the 2012 Los Angeles County Bicycle Master Plan and prepare a Programmatic Environmental Impact Report for the update.

**IT IS RECOMMENDED THAT THE BOARD:**

1. Find that the proposed actions are not a project pursuant to the California Environmental Quality Act for the reasons stated in this Board letter and the record.
2. Award and delegate authority to the Director of Public Works or his designee to execute a consultant services agreement with Toole Design Group, LLC to update the Bicycle Master Plan for a not-to-exceed contract amount of \$3,750,529, which includes \$750,836 in optional tasks. The term of the consultant services agreement will be for the duration of the project until final acceptance by the County.

**PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

Approval of the recommended actions will find that they are not subject to the California Environmental Quality Act (CEQA) and allow Public Works to execute a consultant services agreement with Toole Design Group, LLC to update the County's Bicycle Master Plan and prepare a Programmatic Environmental Impact Report for the update.

## Background

On October 15, 2019, the Board directed Public Works, in partnership with the Departments of Beaches and Harbors, Parks and Recreation, Public Health, Regional Planning, Sheriff, and California Highway Patrol to update the 2012 Bicycle Master Plan with the following considerations:

- Revising the list of bikeways to identify new potential bikeway locations and to remove locations that have been determined to be unsuitable for bikeways.
- Design guidelines for Class IV bikeways on unincorporated roadways.
- Policies and/or design guidelines for bikeway infrastructure that could be shared with other micromobility devices.
- First/last mile bikeway improvements to connect Bicycle Master Plan facilities to transit stations and major bus stops.

The Board also directed Public Works to review and consider a revision of the Plan's Programmatic Environmental Impact Report which includes new requirements in the CEQA Guidelines, including the transition from "Level of Service" to "Vehicle Miles Traveled" evaluation metrics when conducting transportation impact analyses.

Toole Design Group, LLC will assist Public Works with responding to the Board's motion. Tasks will include establishing an advisory committee, develop policies and/or design guidelines to share bikeways with micro mobility devices, develop guidelines for Class IV bikeways, propose new bikeways throughout all of the unincorporated County areas and assess their feasibility, engaging with the community and other stakeholders, preparing a Programmatic Environmental Impact Report, and developing a comprehensive Bicycle Master Plan for the Board's consideration.

The planning effort is anticipated to begin in early 2022 and the final plan presented to the Board for adoption in late 2024.

## **Implementation of Strategic Plan Goals**

These recommendations support the County Strategic Plan: Strategy II.2, Support the Wellness of Our Communities by expanding access to recreational opportunities and promoting active and healthy lifestyles and Strategy II.3, Make Environmental Sustainability our Daily Reality by supporting a clean, flexible, and integrated multimodal transportation system that improves mobility.

### **FISCAL IMPACT/FINANCING**

There will be no impact to the County General Fund.

The proposed consultant services agreement is for a not-to-exceed contract amount of \$3,750,529 that includes \$750,836 in optional tasks. Of this amount, \$937,632.25 will be funded with Article 3 Bikeway funds. The remaining \$2,812,896.75 will be funded with Proposition C Local Return funds from all Supervisorial Districts' Transportation Improvement Programs on an equal basis.

Funding for this project is included in Article 3 Bikeway Fund (CN1 – Services and Supplies) and all Supervisorial Districts' Transportation Improvement programs in the Proposition C Local Return Fund (CN9 – Services and Supplies) Fiscal Year 2021-22 Budgets. Funding for the project's future costs will be requested through the annual budget process.

### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

A standard consultant services agreement, in the form previously approved by County Counsel, will be used. The consultant services agreement contains terms and conditions in compliance with the Chief Executive Office's and the Board's requirements. The agreement also includes a provision requiring the consultant firm track subcontractors' utilization of Local Small Business Enterprise, Disabled Veterans Business Enterprise, and Social Enterprise Businesses.

Enclosure A reflects the consultant's minority participation and the Community Business Enterprises participation data.

### **ENVIRONMENTAL DOCUMENTATION**

The recommended actions are not subject to CEQA because they are activities that are excluded from the definition of a project by Section 21065 of the Public Resources Code and Section 15378(b) of the State CEQA Guidelines. The proposed actions are organizational or administrative activity of government that will not result in direct or indirect changes to the environment and involve the creation of government funding mechanisms or other government fiscal activities that do not involve commitment to any specific project which may result in a potentially significant physical impact on the environment. The appropriate environmental documentation, as required under CEQA, will be completed and the Board will be requested to make appropriate CEQA findings,

as necessary, when any activities that would constitute a project under CEQA are recommended for approval.

### **CONTRACTING PROCESS**

On June 21, 2021, a notice of the request for proposals (RFP) was placed on the County's Doing Business with the County website (Enclosure B) and the Do Business with Public Works website, and advertisements were placed in the following ten newspapers: Daily Breeze, La Opinión, Los Angeles Daily Journal, Los Angeles Sentinel, Malibu Times, Pasadena Star News, Press Telegram, Santa Monica Daily Press, The Signal, and Watts Times. Public Works informed 1,632 Local Small Business Enterprises, 189 Disabled Veteran Business Enterprises, and 194 Social Enterprises about this business opportunity. Eight firms registered on the Public Works' website for the RFP.

On July 29, 2021, three firms submitted proposals. An evaluation committee, consisting of Public Works' staff, evaluated the proposals based on criteria described in the RFP, including technical expertise, experience, personnel, qualifications, and understanding of the work requirements. Based on the evaluation of the proposals, Toole Design Group, LLC was selected without regard to race, creed, color, or gender. The selected firm represents the best qualified firm to provide the required services. Public Works has determined that the firm proposed rates for performing the services are reasonable.

Three-year contracting history for the selected firm is on file with Public Works.

Public Works has evaluated and determined that the Los Angeles County Code Chapter 2.201 (Living Wage Program) does not apply to the recommended agreement. The agreement is exempt from the requirements of Proposition A because the services are required on a part time and intermittent basis.

A cost-of-living adjustment provision will not be granted for this agreement.

### **IMPACT ON CURRENT SERVICES (OR PROJECTS)**

There will be no impact on current County services or projects because of authorizing the recommended consultant services agreement. Approval of the recommended action will allow Public Works to facilitate development of the Plan.

The Honorable Board of Supervisors  
June 8, 2022  
Page 5

**CONCLUSION**

Please return one adopted copy of this letter to the Department of Public Works, Transportation Planning and Programs Division.

Respectfully submitted,

MARK PESTRELLA, PE  
Director of Public Works

MP:MER:pr

Enclosure

c: Chief Executive Office (Chia-Ann Yen)  
County Counsel (Michael Simon)  
Executive Office



**PROPOSERS' UTILIZATION PARTICIPATION AND COMMUNITY BUSINESS ENTERPRISE PROGRAM INFORMATION FOR  
LOS ANGELES COUNTY BICYCLE MASTER PLAN UPDATE**

**SELECTED FIRMS**

	Proposer Name	Local SBE	SBE	Minority	Women	Disadvantaged	DisabledVet
1	Toole Design Group, LLC						
	Arellano Associates		x	x	x	x	
	Environmental Science Associates						
	Fehr & Peers						
	Kimley-Horn and Associates, Inc.						
	Leslie Scott Consulting			x	x		

**NON-SELECTED FIRMS**

	Proposer Name	Local SBE	SBE	Minority	Women	Disadvantaged	DisabledVet
1	Alta Planning + Design, Inc.						
2	KOA Corporation						

\*Information provided by proposers in response to the Request for Proposal. On final analysis and consideration of award, vendors were selected without regard to race, creed, gender, or color.

**PROPOSERS' UTILIZATION PARTICIPATION AND COMMUNITY BUSINESS ENTERPRISE PROGRAM INFORMATION FOR  
LOS ANGELES COUNTY BICYCLE MASTER PLAN UPDATE**

<b>FIRM INFORMATION*</b>		Toole Design Group, LLC
<b>BUSINESS STRUCTURE</b>		LLC
<b>CULTURAL/ETHNIC COMPOSITION</b>		<b>NUMBER/% OF OWNERSHIP</b>
<b>OWNERS/PARTNERS</b>	Black/African American	
	Hispanic/Latino	
	Asian or Pacific Islander	
	American Indian	
	Filipino	
	White	3
	<i>Female (included above)</i>	1
	<b>NUMBER</b>	
<b>MANAGER</b>	Black/African American	3
	Hispanic/Latino	2
	Asian or Pacific Islander	3
	American Indian	
	Filipino	
	White	48
	<i>Female (included above)</i>	31
<b>STAFF</b>	Black/African American	13
	Hispanic/Latino	6
	Asian or Pacific Islander	18
	American Indian	
	Filipino	
	White	108
	<i>Female (included above)</i>	74
Total No. of Employees		207
<b>COUNTY CERTIFICATION</b>		
CBE		N
LSBE		N
<b>OTHER CERTIFYING AGENCY</b>		N/A

\*Information provided by proposers in response to the Request for Proposal. On final analysis and consideration of award, vendors were selected without regard to race, creed, gender, or color.



(/LACoBids/)

County of Los Angeles  
lacounty.gov
[Home \(/LACoBids/\)](#)

## + Solicitation Information

Solicitation Number:	BRC0000177		
Title:	Los Angeles County Bicycle Master Plan Update		
Department:	Public Works		
Bid Type:	Service	Bid Amount:	\$3,000,000.00
Commodity:	CONSULTING SERVICES - ENGINEERING		
Description:	<p>Please visit the Public Works website to download the RFP documents and register for this project to receive notifications for any updates:  <a href="https://dpw.lacounty.gov/contracts/aed_rfp/ProjectDetail.aspx?project_id=BRC0000177">https://dpw.lacounty.gov/contracts/aed_rfp/ProjectDetail.aspx?project_id=BRC0000177</a></p> <p>Los Angeles County Public Works (Public Works) is accepting proposals from qualified firms to provide professional consultant services to update the 2012 Bicycle Master Plan (BMP Update).  A pre-proposal virtual conference to answer questions concerning the project will be held on Thursday July 8, 2021 at 2:00 p.m., via Microsoft Teams. Subconsultants are not required to attend. Those who wish to attend must click the link that will be posted on the Public Works website for BRC0000177 to join. Please email questions to Rori Rubio at <a href="mailto:rrubio@dpw.lacounty.gov">rrubio@dpw.lacounty.gov</a>.</p> <p style="text-align: right;">Less</p>		
Open Day:	6/21/2021	Closed Date:	7/29/2021 4:00:00 PM
Contact Name:	Rori Rubio	Contact Phone:	(626) 458-2584
Contact Email:	<a href="mailto:rrubio@dpw.lacounty.gov">rrubio@dpw.lacounty.gov</a>		
Notice of Intent to Award (0) :	<a href="#">+ Click here to view notice intent to award list.</a>		

Solicitation Award  
(0) :

 [Click here to view award list.](#)

Last Changed On: 7/1/2021 4:38:12 PM

Attachment File  
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# BOARD LETTER/MEMO CLUSTER FACT SHEET

☒ Board Letter

☐ Board Memo

☐ Other

<b>CLUSTER AGENDA REVIEW DATE</b>	5/11/2022		
<b>BOARD MEETING DATE</b>	6/14/2022		
<b>SUPERVISORIAL DISTRICT AFFECTED</b>	<input checked="" type="checkbox"/> All <input type="checkbox"/> 1 <sup>st</sup> <input type="checkbox"/> 2 <sup>nd</sup> <input type="checkbox"/> 3 <sup>rd</sup> <input type="checkbox"/> 4 <sup>th</sup> <input type="checkbox"/> 5 <sup>th</sup>		
<b>DEPARTMENT(S)</b>	Public Works		
<b>SUBJECT</b>	Hollywood Bowl Park-and-Ride and Shuttle Program		
<b>PROGRAM</b>			
<b>AUTHORIZES DELEGATED AUTHORITY TO DEPT</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
<b>SOLE SOURCE CONTRACT</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain why:		
<b>DEADLINES/ TIME CONSTRAINTS</b>	The Hollywood Bowl season begins on June 3, 2022.		
<b>COST &amp; FUNDING</b>	Total cost: \$5,210,000	Funding source: Top-of-Pot allocation from the County's Proposition A Local Return Transit Program	
	TERMS (if applicable): Fiscal Years 2022-23 and 2023-24		
	Funding is for two Hollywood Bowl seasons 2022 and 2023 each will commence in June and conclude in September of each calendar year.		
<b>PURPOSE OF REQUEST</b>	Approval of the recommended actions will authorize funding for the Hollywood Bowl Park-and-Ride and Shuttle Program and authorize the Director of Public Works to execute an agreement with the Los Angeles Philharmonic Association and contracts with independent bus operators and various municipal bus operators to continue the program for the 2022 and 2023 Hollywood Bowl seasons and authorize Public Works to execute an agreement with the Philharmonic authorizing the use of the County-owned Ventura park-and-ride lot as a satellite parking facility during scheduled Hollywood Bowl performances.		
<b>BACKGROUND (include internal/external issues that may exist including any related motions)</b>	Since 1974 the Board has approved public transportation services from outlying park-and-ride lots throughout the County and local shuttle lots to the Hollywood Bowl for performances. The Philharmonic will be granted use of the County-owned Ventura park-and-ride lot in support of the shuttle service.		
<b>EQUITY INDEX OR LENS WAS UTILIZED</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain how:		
<b>SUPPORTS ONE OF THE NINE BOARD PRIORITIES</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please state which one(s) and explain how:		
<b>DEPARTMENTAL CONTACTS</b>	Steve Burger, Deputy Director, (626) 458-4018, <a href="mailto:sburger@pw.lacounty.gov">sburger@pw.lacounty.gov</a>		



# COUNTY OF LOS ANGELES

## DEPARTMENT OF PUBLIC WORKS

*"To Enrich Lives Through Effective and Caring Service"*

MARK PESTRELLA, Director

900 SOUTH FREMONT AVENUE  
ALHAMBRA, CALIFORNIA 91803-1331  
Telephone: (626) 458-5100  
<http://dpw.lacounty.gov>

ADDRESS ALL CORRESPONDENCE TO:  
P.O. BOX 1460  
ALHAMBRA, CALIFORNIA 91802-1460

June 14, 2022

IN REPLY PLEASE

REFER TO FILE: **TPP-5**

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

Dear Supervisors:

**TRANSPORTATION CORE SERVICE AREA  
APPROVE VARIOUS ACTIONS TO CONTINUE  
THE HOLLYWOOD BOWL PARK-AND-RIDE AND SHUTTLE PROGRAM  
(ALL SUPERVISORIAL DISTRICTS)  
(3 VOTES)**

**SUBJECT**

Public Works is seeking Board approval to enter into contracts with bus operators and the Los Angeles Philharmonic Association for funding and operation of the Hollywood Bowl Park-and-Ride and Shuttle Program to provide transportation services from park-and-ride lots and shuttle lots to the Hollywood Bowl for the 2022 and 2023 seasons. In addition, Public Works is seeking authorization to enter into a contract with the Los Angeles Philharmonic Association for their use of the County-owned Ventura park-and-ride lot as a satellite parking facility for Hollywood Bowl events.

**IT IS RECOMMENDED THAT THE BOARD:**

1. Find that the Hollywood Bowl Park-and-Ride and Shuttle Program is exempt from the provisions of the California Environmental Quality Act for the reasons stated in this Board letter and in the record of this project.
2. Authorize funding for the continuation of the Hollywood Bowl Park-and-Ride and Shuttle Program to provide transportation services for the 2022 and 2023 Hollywood Bowl performance seasons at an estimated annual cost of \$2,605,000 for an estimated total cost of \$5,210,000 for both seasons.
3. Authorize the Director of Public Works or his designee to execute an agreement with the Los Angeles Philharmonic Association for Public Works

to administer the transportation contracts for the park-and-ride service and disburse a maximum of \$105,000 each season to the Los Angeles Philharmonic Association to partially offset the Los Angeles Philharmonic Association's cost of transportation service from shuttle lots near the Hollywood Bowl for the 2022 and 2023 seasons.

4. Authorize the Director of Public Works or his designee to receive the Los Angeles Philharmonic Association's 44 percent pro rata share contribution estimated to be \$230,000 for each Hollywood Bowl season for transportation services from the park-and-ride lots.
5. Authorize the Director of Public Works or his designee to execute an agreement with the Los Angeles Philharmonic Association for the use of the County-owned Ventura park-and-ride lot as a satellite parking facility during the evenings of scheduled Hollywood Bowl performances.
6. Authorize the Director of Public Works or his designee to approve and execute any necessary amendments within the scope of work to the agreements with the Los Angeles Philharmonic Association.
7. Authorize the Director of Public Works or his designee to negotiate and award contracts for the 2022 and 2023 Hollywood Bowl performance seasons to independent bus operators through a solicitation for bids that are determined to be the most qualified, responsive, and responsible proposers for transportation to and from the park-and-ride lots for Hollywood Bowl events, and to approve and execute amendments to incorporate necessary changes within the scope of work.
8. Authorize the Director of Public Works or his designee to negotiate and award contracts with various municipal bus operators to provide service for the park-and-ride lots for the 2022 and 2023 Hollywood Bowl performance seasons and to approve and execute amendments to incorporate necessary changes within the scope of work.

#### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

Approval of the recommended actions will find that the project is exempt from the California Environmental Quality Act and authorize funding for the Hollywood Bowl Park-and-Ride and Shuttle Program and authorize Public Works to execute an agreement with the Los Angeles Philharmonic Association and contracts with independent bus

operators and various municipal bus operators to continue the program for the 2022 and 2023 Hollywood Bowl seasons.

Since 1974 the Board has approved public transportation services from outlying park-and-ride lots throughout the County and local shuttle lots to the Hollywood Bowl for performances. The program is highly successful in quickly and efficiently transporting Hollywood Bowl attendees to this special event center. Pursuant to the terms of the agreement with the Philharmonic, Public Works administers the program by providing public transportation service from 14 park-and-ride lots located Countywide, while the Philharmonic operates public transportation service from four shuttle lots near the Hollywood Bowl. With your approval, the Philharmonic will be granted use of the County-owned Ventura park-and-ride lot in support of the shuttle service. In addition, the Philharmonic will continue its marketing campaign to promote the program and encourage the prepurchase of park-and-ride tickets.

The 2022 and 2023 programs will operate between June and September of each year. The park-and-ride and shuttle lots may include, but are not limited to, the locations indicated on the enclosed list. The use of the Ventura park-and-ride lot will be from April through October of each calendar year.

### **Implementation of Strategic Plan Goals**

These recommendations support the County Strategic Plan: Strategy II.2, Support the Wellness of our Communities and Objective II.2.2, Expand Access to Recreational and Cultural Opportunities; and Strategy III.3, Pursue Operational Effectiveness, Fiscal Responsibility, and Accountability. The recommended actions support an ongoing public-private partnership that facilitates access to recreational and cultural opportunities by providing bus transportation from various locations for the Hollywood Bowl summer season concerts in a cost-effective manner.

### **FISCAL IMPACT/FINANCING**

The estimated cost of the program for two seasons is \$5,210,000, which is \$2,605,000 for each season. The budget for each season includes \$2,500,000 for the service from the park-and-ride lots and a \$105,000 contribution to the Philharmonic for the service from the local shuttle lots. Funding for each season of the service from the park-and-ride lots is provided by Metro and estimated at \$1,057,000. The anticipated revenues from the fares are \$920,000, the County's estimated share of \$293,000, and the Philharmonic's 44 percent pro rata share estimated to be \$230,000. The County will contribute \$105,000



to the Philharmonic for the shuttle service from the local lots. The Philharmonic is responsible to pay any additional cost that exceeds the County's budget for each season.

The County's estimated obligation for each season of the program totals \$398,000 which will be financed from the Top-of-Pot allocation from the County's Proposition A Local Return Transit Program and will be included in the Transit Operations Fund (Fund CP6 – Services and Supplies Appropriation) Fiscal Year 2022-23 Budget. Funding for Fiscal Year 2023-24 will be requested through the annual budget process.

### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

As approved by the Board on January 8, 2014, the round-trip transportation fares for the park-and-ride lots will remain at \$7 per person if prepurchased, and \$12 in cash when purchased at the lot. The fare for the local shuttle lots will remain at \$6 per person.

Pursuant to the Board's delegation to Public Works, agreements will be negotiated and entered into with the most qualified, responsive, and responsible independent bus operators submitting bids for the park-and-ride lot service and will be approved as to form by County Counsel prior to submittal to Public Works for signature.

The agreements with the Philharmonic will be in substantially similar form as in the prior seasons and will be approved as to form by County Counsel prior to execution.

There is no charge for patron parking at the park-and-ride and shuttle lots except for the Hollywood and Highland lot and Metro parking facilities. The Philharmonic will obtain approval from the property owners at each lot to operate the park-and-ride and/or shuttle services from their lots and pay for any lease fees. Should a lot of location become unavailable for use, the Philharmonic may arrange for an alternate lot. As in past years, bus operators serving each lot will provide the necessary liability insurance to hold harmless the property owners of the park-and-ride and shuttle lots; the Philharmonic; and the County, its special districts, elected officials, officers, agents, employees, and volunteers.

### **CONTRACTING PROCESS**

The park-and-ride transportation service will be contracted on an open competitive bid basis. A notice of an invitation for bids will be sent to charter bus companies listed on the Federal Transit Administration Charter registration website, to appropriate County vendors, and will be placed on the Doing Business with the County website and the Do Business with Public Works website. Award of contracts Public Works will be made in

accordance with County contracting protocols, to the most qualified, responsive, and responsible bidders who submit the lowest bid to perform service for each park-and-ride lot.

#### **ENVIRONMENTAL DOCUMENTATION**

The proposed program is statutorily exempt from the California Environmental Quality Act. The actions to implement the program to provide for passenger or commuter transit services are exempt from the California Environmental Quality Act pursuant to Section 21080(b)(10) of the Public Resources Code.

#### **IMPACT ON CURRENT SERVICES (OR PROJECTS)**

These actions provide for continuation of the current services.

#### **CONCLUSION**

Please return one adopted copy of this letter to Public Works, Transportation Planning and Programs Division.

Respectfully submitted,

MARK PESTRELLA, PE  
Director of Public Works

MP:MER:pr

Enclosure

c: Chief Executive Office (Chia-Ann Yen)  
County Counsel (Carole Suzuki)  
Executive Office

## **PARK-AND-RIDE AND SHUTTLE LOT LOCATIONS**

The park-and-ride and shuttle lots may include, but are not limited to, the following locations:

### Park-and-Ride Lots

Lot 1	Sherman Oaks	Westfield Fashion Square 14006 Riverside Drive Sherman Oaks, CA 91423
Lot 2	Westwood	Federal Building 11000 Wilshire Boulevard Westwood, CA 90024
Lot 3	Chatsworth	Chatsworth Metrolink Station 21510 Devonshire Street Chatsworth, CA 91311
Lot 4	Pasadena	Pasadena Public Parking Lot Marengo Avenue and Ramona Street Pasadena, CA 91101
Lot 5	El Monte	El Monte Bus Terminal 3501 Santa Anita Avenue El Monte, CA 91731
Lot 6	Torrance	Wilson Community Park 2000 North Crenshaw Boulevard Torrance, CA 90503
Lot 7	Santa Monica	Santa Monica College 17th Street Parking Structure 4 Santa Monica, CA 90405
Lot 8	East Los Angeles	East Los Angeles College Weingart Stadium Parking Lot 1301 Avenida Cesar Chavez Los Angeles, CA 91754

Lot 9 Lakewood	Lakewood Center Mall 500 Lakewood Center Mall Lakewood, CA 90712
Lot 10 Downey	Downey Metro Green Line Station South Parking Lot 12801 Lakewood Boulevard Downey, CA 90242
Lot 11 Culver City	Culver City Transit Center 6000 Westfield Culver City Mall Culver City, CA 90230
Lot 12 Arcadia	Arcadia Park 405 South Santa Anita Avenue Arcadia, CA 91003
Lot 13 Rowland Heights	Schabarum Regional Park 17250 East Colima Road Rowland Heights, CA 91748
Lot 14 Magic Johnson Park	Magic Johnson Park 905 East El Segundo Boulevard Los Angeles, CA 90059

Shuttle Lots

Los Angeles Zoo Lot	5333 Zoo Drive Section C Los Angeles, CA 90024
Hollywood and Highland Lot	6801 Hollywood Boulevard Los Angeles, CA 90028
Ventura Lot	10801 Ventura Boulevard Los Angeles, CA 91604
Ventura Annex Lot	10601 Ventura Boulevard Los Angeles, CA 91604

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# BOARD LETTER/MEMO CLUSTER FACT SHEET

☒ Board Letter

☐ Board Memo

☐ Other

<b>CLUSTER AGENDA REVIEW DATE</b>	5/11/2022		
<b>BOARD MEETING DATE</b>	June 14, 2022		
<b>SUPERVISORIAL DISTRICT AFFECTED</b>	<input checked="" type="checkbox"/> All <input type="checkbox"/> 1 <sup>st</sup> <input type="checkbox"/> 2 <sup>nd</sup> <input type="checkbox"/> 3 <sup>rd</sup> <input type="checkbox"/> 4 <sup>th</sup> <input type="checkbox"/> 5 <sup>th</sup>		
<b>DEPARTMENT(S)</b>	Public Works		
<b>SUBJECT</b>	Transportation Core Service Area County Paratransit Program Funding for Fiscal Year (FY) 2022-23		
<b>PROGRAM</b>			
<b>AUTHORIZES DELEGATED AUTHORITY TO DEPT</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
<b>SOLE SOURCE CONTRACT</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain why:		
<b>DEADLINES/ TIME CONSTRAINTS</b>	This item should be adopted by 6/30/22 in order to negotiate new agreements and maintain vital transportation services without interruption for the elderly and persons with disabilities.		
<b>COST &amp; FUNDING</b>	Total cost: \$4,242,200	Funding source: Transit Operations Fund Fund CP6-Services & Supplies Appropriation FY 2022-23 Budget	
	TERMS (if applicable):		
	Explanation: The estimated costs for the continuation of paratransit services, including nine ongoing agreements and three new agreements to replace agreements that will be expiring is \$4,242,200 for FY 2022-23. Sufficient funding will be available in each Supervisorial District's Proposition A Local Return Transit Program and is included in the Transit Operations Fund FY 2022-23 Budget.		
<b>PURPOSE OF REQUEST</b>	Public works is seeking Board approval for negotiating, funding, and executing agreements and amendments with the cities and nonprofit transit providers, as needed, for the continuation of current paratransit services for residents of the unincorporated County areas for FY 2022-23.		
<b>BACKGROUND (include internal/external issues that may exist including any related motions)</b>	<ul style="list-style-type: none"> <li>• Since FY 1983-84 the County participated in joint paratransit services with cities and other governmental agencies to provide transit services to unincorporated County patrons. The County also contracts with private (for-profit or nonprofit) service providers for larger service areas to meet the transit needs of the community.</li> <li>• The Board has annually approved funding for the County's jurisdictional share of paratransit services since FY 1983-84.</li> <li>• Public Works evaluated the need for continuing paratransit program and finds that these services provide essential transportation options for seniors and people with disabilities in the unincorporated County areas.</li> </ul>		
<b>EQUITY INDEX OR LENS WAS UTILIZED</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please explain how: Los Angeles County Paratransit Program provides transportation options for seniors and people with disabilities to attend medical appointments and to provide for their selfcare needs.		
<b>SUPPORTS ONE OF THE NINE BOARD PRIORITIES</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please state which one(s) and explain how: Sustainability by maintaining public transit service and making a more livable community.		
<b>DEPARTMENTAL CONTACTS</b>	Name, Title, Phone # & Email: Steve Burger, Deputy Director, (626) 458-4018, <a href="mailto:sburger@pw.lacounty.gov">sburger@pw.lacounty.gov</a>		



# COUNTY OF LOS ANGELES

## DEPARTMENT OF PUBLIC WORKS

*"To Enrich Lives Through Effective and Caring Service"*

MARK PESTRELLA, Director

900 SOUTH FREMONT AVENUE  
ALHAMBRA, CALIFORNIA 91803-1331  
Telephone: (626) 458-5100  
<http://dpw.lacounty.gov>

ADDRESS ALL CORRESPONDENCE TO:  
P.O. BOX 1460  
ALHAMBRA, CALIFORNIA 91802-1460

June 14, 2022

IN REPLY PLEASE  
REFER TO FILE: **TPP-5**

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

Dear Supervisors:

**TRANSPORTATION CORE SERVICE AREA  
COUNTY PARATRANSIT PROGRAM  
FUNDING FOR FISCAL YEAR 2022-23  
(ALL SUPERVISORIAL DISTRICTS)  
(3 VOTES)**

**SUBJECT**

Public Works is seeking Board approval for funding of the Paratransit Program for Fiscal Year 2022-23 in the unincorporated Los Angeles County and to authorize Public Works to negotiate and execute agreements to provide paratransit services for eligible patrons in the unincorporated areas.

**IT IS RECOMMENDED THAT THE BOARD:**

1. Find that the proposed project is exempt from the California Environmental Quality Act for the reasons stated in this Board letter and in the record of the project.
2. Approve the continuation of paratransit services for eligible patrons in the unincorporated areas of Los Angeles County for Fiscal Year 2022-23 at an estimated cost of \$4,242,200.
3. Authorize the Director of Public Works or his designee to negotiate and execute three agreements for the Los Angeles County's share with the following paratransit services: Alondra Park/Del Aire Paratransit Service provided by the City of Gardena for a maximum contract amount of \$170,000 for a 2-year term; La Crescenta/Montrose Paratransit Service provided by the City of Glendale for a maximum contract amount of \$95,000 for a 1-year term; and the Rancho Research Institute Paratransit Service provided by the Rancho Research Institute for a maximum contract amount of \$714,000 for a 2-year term.

4. Authorize the Director of Public Works or his designee to increase the amount of the paratransit services agreements up to an additional 10 percent of the annual maximum sum for unforeseen, additional work within the scope of the agreements, if required.
5. Authorize the Director of Public Works or his designee to approve and execute amendments of paratransit services agreements to incorporate necessary changes within the scope of work if, in the opinion of the Director of Public Works or his designee, it is in the best interest of the County.

#### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

Approval of the recommended actions will find that the project is exempt from the California Environmental Quality Act (CEQA) and allow the continuation of paratransit services for eligible patrons of the unincorporated County for all Supervisorial Districts with an estimated cost of \$4,242,200 for Fiscal Year (FY) 2022-23. This includes nine ongoing agreements and four new agreements to replace agreements that will be expiring.

Paratransit refers to both dial-a-ride and part-time small local shuttle services. The dial-a-ride is a curb-to-curb demand response transit service typically available to elderly and persons with disabilities, but in some areas, it may also be available to the general public. The small local shuttles are available to the general public.

On January 4, 1983, the Board directed that funds for paratransit services should be provided from each Supervisorial District's allocation of the County's Proposition A Local Return Transit Program at the discretion of each supervisor. In FY 1983-84 and in subsequent fiscal years, the Board annually approved paratransit services providing transportation opportunities for eligible patrons in the unincorporated County areas.

The three new agreements are for the following paratransit services: Alondra Park/Del Aire Paratransit Service provided by the City of Gardena for a maximum contract amount of \$170,000 for a 2-year term; La Crescenta/Montrose Paratransit Service provided by the City of Glendale for a maximum contract amount of \$95,000 for a 1-year term; and the Rancho Research Institute Paratransit Service provided by the Rancho Research Institute for a maximum contract amount of \$714,000 for a 2-year term. The FY 2022-23 cost for the new agreements is \$537,000.

Six additional paratransit services will continue to operate for a total cost of \$1,064,000 for FY 2022-23. These services with existing agreements include: Agoura Hills

Paratransit Service, Azusa/Glendora Paratransit Service, East San Gabriel/Altadena Paratransit Service, Ladera Heights/Windsor Hills Paratransit Service, Los Angeles City Islands Paratransit Service, and the Mid-San Gabriel Paratransit Service.

The East Los Angeles Paratransit Service, Whittier et al., Paratransit Service, and the Willowbrook et al., Paratransit Service agreements are currently being prepared for solicitation and will be awarded through a competitive selection process with estimated annual costs of \$840,000, \$1,440,200, and \$361,000, respectively. These contracts will be approved under separate Board actions.

The enclosed list provides the details of the services and each Supervisorial District's FY 2022-23 budget amounts.

The paratransit services for eligible patrons of the unincorporated County areas are provided primarily through participation in joint paratransit services with cities and other governmental agencies adjacent to unincorporated County areas and through contracts the County enters into with private (for-profit or nonprofit) transportation service providers.

Participation in joint paratransit services benefits the County by lowering service costs due to economies of scale, improving service to residents as a result of service coordination, and qualifying for subsidies provided through grants when available from the Metro Proposition A Discretionary Incentive Grant Program. The Proposition A Discretionary Incentive Grant Program provides financial assistance to agencies that coordinate paratransit services across jurisdictional boundaries.

The County's share of the cost of the service is normally proportionately based on the number of unincorporated County residents who use the service, or the miles or hours operated in unincorporated County areas.

### **Implementation of Strategic Plan Goals**

The recommendation supports the County Strategic Plan: Strategy II.2, Support the Wellness of our Communities and Objective II.2.4, Promote Active and Healthy Lifestyles. The recommended actions allow the various cities and contractors to continue providing paratransit services for members of the public, including elderly and persons with disabilities to access educational, recreational, shopping, medical, and business opportunities.



### **FISCAL IMPACT/FINANCING**

There will be no impact to the County General Fund.

The total cost of the FY 2022-23 Paratransit Program is estimated to be \$4,242,200, plus 10 percent of the annual agreement sum for unforeseen, additional work within the scope of the agreement. The only costs authorized by this action are the FY 2022-23 program costs incurred under these agreements.

Sufficient funding will be available in each Supervisorial District's Proposition A Local Return Transit Program and is included in the Transit Operations Fund (Fund CP6 – Services & Supplies Appropriation) Fiscal Year 2022-23 Budget.

### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

The three new agreements will be approved as to form by County Counsel prior to execution.

The Paratransit Program contains agreements with 1-year or multiple-year terms.

Each new or current agreement includes a 30-day, no-fault clause for termination.

### **ENVIRONMENTAL DOCUMENTATION**

The proposed project is exempt from CEQA. The institution or increase of passenger services on highway rights-of-way already in use is exempt from CEQA pursuant to Section 21080(b)(10) of the California Public Resources Code.

### **CONTRACTING PROCESS**

Most cities and other governmental agencies that partner with the County contract with private transportation service providers through a competitive selection and procurement process. A competitive procurement process is used when the County contracts directly with the transportation service provider.

### **IMPACT ON CURRENT SERVICES (OR PROJECTS)**

This action provides for continuation of the current services. The approval of this action will not result in the displacement of any County employees.

The Honorable Board of Supervisors  
June 8, 2022  
Page 5

**CONCLUSION**

Please return one adopted copy of this letter to Public Works, Transportation Planning and Programs Division.

Respectfully submitted,

MARK PESTRELLA, PE  
Director of Public Works

MP:MER:yr

Enclosure

c: Chief Executive Office (Chia-Ann Yen)  
County Counsel (Julia C. Weissman)  
Executive Office

**ALL SUPERVISORIAL DISTRICTS  
PARATRANSIT SERVICES  
FISCAL YEAR 2022-23**

SERVICE AGREEMENTS (NEWLY NEGOTIATED)	PROVIDER	TERM	TOTAL	AGREEMENT EXPIRATION	2022-23 BUDGET AMOUNT <sup>1</sup>					
					TOTAL	FIRST	SECOND	THIRD	FOURTH	FIFTH
Alondra Park/Del Aire	City of Gardena <sup>3</sup>	2-YEAR	\$170,000	06/30/24	\$85,000		\$85,000			
La Crescenta/Montrose	City of Glendale <sup>3</sup>	1-YEAR	\$95,000	06/30/23	\$95,000					\$95,000
Rancho Research Institute	Rancho Research Institute <sup>3</sup>	2-YEAR	\$714,000	06/30/24	\$357,000	\$75,000	\$132,000	\$14,000	\$122,000	\$14,000
<b>SUBTOTAL</b>					<b>\$537,000</b>	<b>\$75,000</b>	<b>\$217,000</b>	<b>\$14,000</b>	<b>\$122,000</b>	<b>\$109,000</b>
SERVICE AGREEMENTS (EXECUTED IN PRIOR YEARS)	PROVIDER	MULTIPLE-YEAR AGREEMENT <sup>2</sup>		AGREEMENT EXPIRATION	2022-23 BUDGET AMOUNT <sup>1</sup>					
		TERMS	TOTAL		TOTAL	FIRST	SECOND	THIRD	FOURTH	FIFTH
Agoura Hills	City of Agoura Hills <sup>3</sup>	3-YEAR	\$360,000	06/30/23	\$120,000			\$120,000		
Azusa/Glendora	City of Azusa <sup>3</sup>	4-YEAR	\$556,000	06/30/24	\$140,000	\$126,000				\$14,000
East San Gabriel/Altadena	City of Pasadena <sup>3</sup>	3-YEAR	\$930,000	06/30/24	\$310,000					\$310,000
Ladera Heights/Windsor Hills	City of Culver City <sup>3</sup>	3-YEAR	\$54,000	06/30/23	\$18,000		\$18,000			
Los Angeles City Islands	City of Los Angeles' Cityride <sup>3</sup>	3-YEAR	\$753,000	06/30/24	\$251,000		\$195,000	\$48,000		\$8,000
Mid-San Gabriel	City of Monrovia <sup>3</sup>	4-YEAR	\$900,000	06/30/25	\$225,000					\$225,000
<b>SUBTOTAL</b>					<b>\$1,064,000</b>	<b>\$126,000</b>	<b>\$213,000</b>	<b>\$168,000</b>	<b>\$0</b>	<b>\$557,000</b>
REQUEST FOR PROPOSALS	PROVIDER	MULTIPLE-YEAR AGREEMENT <sup>2</sup>		AGREEMENT EXPIRATION	ESTIMATED 2022-23 BUDGET AMOUNT <sup>5</sup>					
		TERMS	TOTAL		TOTAL	FIRST	SECOND	THIRD	FOURTH	FIFTH
East Los Angeles	To be determined <sup>5</sup>	1-YEAR + 3 (1-YR) options	\$3,360,000	06/30/26	\$840,000	\$840,000				
Whittier et al.	To be determined <sup>5</sup>	1-YEAR + 3 (1-YR) options	\$5,760,000	06/30/26	\$1,440,200	\$994,000			\$403,200	\$43,000
Willowbrook et al. <sup>6</sup>	To be determined <sup>5</sup>	6-MONTHS + 5 (1-YR) options	\$1,985,485	06/30/27	\$361,000		\$332,000		\$29,000	
<b>SUBTOTAL</b>					<b>\$2,641,200</b>	<b>\$1,834,000</b>	<b>\$332,000</b>	<b>\$0</b>	<b>\$432,200</b>	<b>\$43,000</b>
<b>GRAND TOTAL</b>					<b>\$4,242,200</b>	<b>\$2,035,000</b>	<b>\$762,000</b>	<b>\$182,000</b>	<b>\$554,200</b>	<b>\$709,000</b>

NOTE:

- (1) This action only approves the Fiscal Year 2022-23 budget amounts
- (2) For information only
- (3) City, Joint Powers Authority, or Governmental Agency
- (4) Private Transit Service Provider
- (5) To be awarded through competitive selection process under separate Board action. Budget amounts listed are estimated until the contract is awarded.
- (6) The Willowbrook et al. Paratransit Service will include the formerly Lennox Paratransit Service.

# BOARD LETTER/MEMO CLUSTER FACT SHEET

☒ Board Letter

☐ Board Memo

☐ Other

<b>CLUSTER AGENDA REVIEW DATE</b>	5/11/2022	
<b>BOARD MEETING DATE</b>	6/14/2022	
<b>SUPERVISORIAL DISTRICT AFFECTED</b>	<input checked="" type="checkbox"/> All <input type="checkbox"/> 1 <sup>st</sup> <input type="checkbox"/> 2 <sup>nd</sup> <input type="checkbox"/> 3 <sup>rd</sup> <input type="checkbox"/> 4 <sup>th</sup> <input type="checkbox"/> 5 <sup>th</sup>	
<b>DEPARTMENT(S)</b>	Public Works	
<b>SUBJECT</b>	Adopt, Advertise, and Award 18 Job Order Contracts (JOCs)	
<b>PROGRAM</b>		
<b>AUTHORIZES DELEGATED AUTHORITY TO DEPT</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
<b>SOLE SOURCE CONTRACT</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain why:	
<b>DEADLINES/ TIME CONSTRAINTS</b>		
<b>COST &amp; FUNDING</b>	Total cost: \$94,500,000	Funding source: The projects to be performed under the JOCs will be financed through appropriate capital, refurbishment, and infrastructure or various operating and special fund(s). For capital projects and refurbishments, no work will be assigned to these JOCs without prior review and funding verification from the Chief Executive Office and approval of the project scope and budget by the Board. For Public Works' infrastructure and maintenance projects, no work will be assigned to these JOCs without appropriate funding authorization.
	TERMS (if applicable): 1 year	
	Explanation:	
<b>PURPOSE OF REQUEST</b>	Adopt three JOC Unit Price Books dated March 2022 from our current JOC consultants (Cannon/Parkin, Inc., The Gordian Group, Inc., and JAMB Services, Inc.); advertise for bids to be received for 18 separate JOCs (7 Cannon, 6 Gordian, and 5 JAMB); delegate authority to Public Works to award and execute 12 of the 18 JOCs and issue work orders under the JOCs. The Department of Parks and Recreation will return to the Board to award the 6 remaining contracts. In order to have adequate JOC capacity available on a continuous basis, the combined aggregate amount of JOC authority for the 18 JOCs is \$94,500,000.	
<b>BACKGROUND (include internal/external issues that may exist including any related motions)</b>	JOC is a competitively bid, flexible, and cost-effective unit price contracting method used by Public Works to efficiently deliver a wide variety of projects, including repair, remodeling, refurbishment, and maintenance for facilities and infrastructure. The JOCs are for a single-year duration, cannot be used for new construction, and are subject to Board-required Countywide Local and Targeted Worker Hire Policy.	

<b>EQUITY INDEX OR LENS WAS UTILIZED</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain how:
<b>SUPPORTS ONE OF THE NINE BOARD PRIORITIES</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Priority #7 Sustainability - The Job Order Contracts will be utilized for maintenance, repair, and rehabilitation of County buildings and infrastructure to sustain and improve County services and facilities for County residents.
<b>DEPARTMENTAL CONTACTS</b>	Name, Title, Phone # & E-mail: Vincent Yu, Assistant Deputy Director, (626) 458-4010, cell (626) 614-7217, <a href="mailto:vyu@pw.lacounty.gov">vyu@pw.lacounty.gov</a>

P:\aepub\CONTRACTS\Board Letter Files\Board Letters\AAA 18 JOCs\AAA 18 JOCs - Fact Sheet .docx

June 14, 2022

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

Dear Supervisors:

**CONSTRUCTION CONTRACT  
CONSTRUCTION MANAGEMENT CORE SERVICE AREA  
JOB ORDER CONTRACTS FOR  
REPAIR, REMODEL, REFURBISHMENT, AND MAINTENANCE  
OF COUNTY INFRASTRUCTURE AND FACILITIES  
ADOPT UNIT PRICE CATALOGS AND SPECIFICATIONS  
ADVERTISE AND AWARD 18 JOB ORDER CONTRACTS  
(ALL SUPERVISORIAL DISTRICTS)  
(3 VOTES)**

**SUBJECT**

Public Works is seeking Board approval to adopt three Job Order Contracts Unit Price Books from our current Job Order Contract Consultants: Cannon/Parkin, Inc., The Gordian Group, Inc., and JAMB Services, Inc., each dated March 2022; authorize award to the lowest responsive and responsible bidders for 18 separate Job Order Contracts 2222CP to 2227CP, 2228 to 2234, and 2235JS to 2239JS, respectively; and authorize Public Works to issue Job Order Contract work orders for County facilities and infrastructure.

**IT IS RECOMMENDED THAT THE BOARD:**

1. Find that the adoption of the three Job Order Contract unit price books from Cannon/Parkin, Inc., The Gordian Group, and JAMB Services, Inc., each dated March 2022, approval for advertisement for bids, and the proposed award of Job Order Contracts and related actions are not a project under the California Environmental Quality Act for the reasons stated in this Board letter and in the records pertaining to the Job Order Contracts.
2. Adopt The SimpleBid Book Job Order Contracting Unit Price Catalog prepared by Cannon/Parkin, Inc., dated the March 2022.

3. Adopt the Job Order Contracting Construction Task Catalog and Specifications prepared by The Gordian Group, Inc., dated March 2022.
4. Adopt the March 2022 Unit Price Book and Specifications prepared by JAMB Services, Inc.
5. Direct the Executive Officer of the Board to advertise for bids to be received and opened on July 5, 2022, using the Cannon/Parkin, Inc.'s SimpleBid Job Order Contract System, for six separate Job Order Contracts (2222CP to 2227CP) in accordance with the Notice Inviting Bids.
6. Direct the Executive Officer of the Board to advertise for bids to be received and opened on July 5, 2022, using The Gordian Group, Inc.'s Job Order Contract System for seven separate Job Order Contracts (2228 to 2234) in accordance with the Notice Inviting Bids.
7. Direct the Executive Officer of the Board to advertise for bids to be received and opened on July 5, 2022, using JAMB Services, Inc., Job Order Contract System for five separate Job Order Contracts (2235JS to 2239JS) in accordance with the Notice Inviting Bids.
8. Delegate authority to the Director of Public Works or his designee to make the determination that a bid is nonresponsive and to reject a bid on that basis; to award to the next lowest responsive and responsible bidder; to waive inconsequential and nonmaterial deficiencies in bids submitted; and to determine, in accordance with the applicable contract and bid documents, whether the apparent lowest responsive and responsible bidder has satisfied all conditions for contract award. Upon such determination delegate authority to the Director of Public Works or his designee to award and execute 12 of the 18 Job Order Contracts, each not to exceed \$5,250,000, in the form previously approved by County Counsel; and to establish the effective date of the contracts upon receipt by Public Works of acceptable performance and payment bonds and evidence of required contractor insurance. The Department of Parks and Recreation will return to the Board to award the remaining six contracts.
9. With respect to Job Order Contracts 2222CP to 2227CP, 2228 to 2234, and 2235JS to 2239JS authorize the Director of Public Works or his designee, subject to a finding of exemption under the California Environmental Quality Act, to issue work orders for projects that are not subject to the State Public

Contract Code including maintenance work, as applicable, not to exceed \$5,250,000 per work order; subject to the limitation that the aggregate amount of all work orders issued under a particular Job Order Contract does not exceed \$5,250,000 maximum contract amount of the Job Order Contract, upon receipt of funding authorization from the Chief Executive Office or the appropriate funding source.

### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

Approval of the recommended actions will make necessary findings under the California Environmental Quality Act (CEQA); adopt three Job Order Contracts (JOCs) Unit Price Books from our current JOC consultants: Cannon/Parkin, Inc., The Gordian Group, Inc., and JAMB Services, Inc., each dated March 2022; advertise for bids to be received and opened for 18 JOCs; and authorize Public Works to determine that a bid is nonresponsive to the mandatory requirements of the bid solicitation and to reject a bid on that basis, including the authority to waive inconsequential and nonmaterial deficiencies, award and execute 12 of the 18 JOC agreements, and issue JOC work orders for County facilities and infrastructure subject to finding of exemption, if appropriate, findings for the work orders under CEQA at the time of issuance. The Department of Parks and Recreation will return to the Board to award the remaining six contracts.

JOC is a competitive bid, flexible, and cost-effective unit price contracting method used by Public Works to efficiently deliver a wide variety of projects, including repair, remodeling, refurbishment, alteration, and maintenance for County facilities and infrastructure without extensive plans and specifications. The State Public Contract Code (PCC) provides that JOCs are contracts of a single-year duration and cannot be used for new construction. These JOCs are subject to the Board required Countywide Local and Targeted Worker Hire Policy.

Approval of the recommended actions will allow Public Works to issue work orders for projects that are subject to PCC, including repair, remodeling, and refurbishment work, in an amount not to exceed the monetary limits set forth in PCC, Section 20145, and delegated authority to Public Works by ordinance in accordance with PCC, Sections 20128.5 and 20145, subject to the limitation that the aggregate amount of all work orders issued under a particular JOC does not exceed the \$5,250,000 maximum contract amount of the JOC. For projects subject to PCC, Public Works will seek Board approval prior to issuing JOC work orders for any project that exceeds Public Works' delegated monetary limit, by ordinance in accordance with PCC.



Approval of the recommended actions will also delegate authority to Public Works to issue work orders for projects that are not subject to PCC, including maintenance, demolition, or procurement and installation of equipment, as applicable, not to exceed \$5,250,000 per work order, subject to the limitation that the aggregate amount of all work orders issued under a particular JOC does not exceed \$5,250,000 maximum contract amount of the JOC. In accordance with the October 31, 2017, Board Motion, Public Works will provide notification to the Board 1 week prior to issuance of work orders in excess of \$150,000 for projects not subject to PCC. In the case of emergency or critically needed deferred maintenance projects not subject to PCC, Public Works will provide notification to the Board no later than 24 hours after the issuance of such work orders.

In order to have adequate JOC capacity available on a continuous basis, the aggregate requested amount of JOC authority is \$94,500,000 (18 JOCs), to be used for the Facility Reinvestment Program projects, Civic Center Central Plant project, various capital improvement projects at the County Healthcare campuses (Olive View-UCLA, Rancho Los Amigos National Rehabilitation Center, Harbor-UCLA, LAC+USC, and Martin Luther King Jr.), and various other JOC-eligible projects. This capacity is based on the anticipated need for various projects to be performed under JOC, including repair, remodeling, refurbishment, and maintenance work for County general and special fund departments. These proposed projects will primarily address sustainability, improve Americans with Disabilities Act accessibility, and provide upgrades that conform to current Building Code requirements. Therefore, Public Works has made the determination that the use of a JOC is the most appropriate contracting method to deliver these projects.

### **Implementation of Strategic Plan Goals**

These recommendations support the County Strategic Plan: Strategy II.1, Drive Economic and Workforce Development in the County, Objective II.1.2, Support Small Business and Social Enterprises; and Strategy III.3, Pursue Operational Effectiveness, Fiscal Responsibility, and Accountability, Objective III.3.2, Manage and Maximize County Assets, by investing in public infrastructure that will improve the economic and social well-being of our communities while maximizing and leveraging resources.

### **FISCAL IMPACT/FINANCING**

The projects anticipated to be performed under the JOCs, including repair, remodeling, refurbishment, alteration, and maintenance work will be financed through the appropriate capital, refurbishment, and infrastructure or various operating and special

fund(s). For capital projects and refurbishments, no work will be assigned to these JOCs without the prior review and funding verification from the Chief Executive Office and the approval of the project scope and budget by the Board. For Public Works' infrastructure and maintenance projects, no work will be assigned to these JOCs without the appropriate funding authorization.

### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

The JOCs will be in the form previously reviewed and approved by County Counsel.

Each JOC will contain terms and conditions in compliance with the Board's ordinances, policies, and programs.

Data regarding the bidders' minority participation will be on file with Public Works. The contractors will be selected upon final analysis and consideration without regard to race, creed, color, or gender.

The JOCs are subject to the Board-adopted Countywide Local and Targeted Worker Hire Policy.

### **ENVIRONMENTAL DOCUMENTATION**

Award of the JOCs and adoption of the three JOC unit price books from Cannon/Parkin Inc., The Gordian Group, Inc., and JAMB Services, Inc., each dated March 2022, delegation of authority to take actions related to award and execution of JOC agreements do not constitute a project under CEQA because the activity is excluded from the definition of a project under Section 21065 of the Public Resources Code and Section 15378(b)(4) and (5) of the State CEQA Guidelines. These activities are administrative actions of government and involve the creation of government funding mechanisms or other government fiscal activities that do not involve any commitment to any specific project that may result in a potentially significant environmental impact or direct or indirect changes to the environment. JOC projects for which work orders are issued under the recommended contracts include repair, remodeling, refurbishment, and maintenance of existing structures and facilities as requested by County departments and are, therefore, likely categorically exempt from CEQA. The Board's award of the JOCs does not include approval of any work under the contracts. The future implementation of each work order proposed under the JOCs will be subject to prior determination and documentation by the Director of Public Works or his designee that the work is exempt from CEQA, if appropriate. In the event that the proposed work is not determined to be exempt, Public Works will ensure that any

necessary CEQA documentation is prepared and any necessary CEQA findings by the Board are recommended prior to issuance of the work orders.

### **CONTRACTING PROCESS**

On June 14, 2016, the Board directed the Chief Executive Officer, in coordination with Auditor Controller and all County departments, including Los Angeles Community Development Authority and Housing Authority, that utilize JOC to report back on certain aspects of the various County JOC programs. On April 17, 2017, the Auditor-Controller completed their review of County departments' use of JOCs and made 33 recommendations for County management to increase its oversight of the JOC program. These recommendations were incorporated into the development of the JOC Consultant Services Request for Proposals (RFP) that Public Works released on May 9, 2018.

The RFP solicited for a bench of consultants who could implement and provide comprehensive JOC Systems and related consulting services, including related price and unit books for JOC work to the County departments that utilize JOC (i.e., Public Works, Internal Services, Parks and Recreation, etc.), as well as the Los Angeles Community Development Authority. The RFP sought consultants who can:

- Develop or provide an electronic Unit Price Book and Technical Specifications.
- Develop or provide web hosted software to form a JOC System that is compatible with the electronic Unit Price Book and Technical Specifications, and that will allow users to access the electronic Unit Price Book and Technical Specifications.
- Generate all JOC System outputs including forms and letters, reports, and data extracts, with such outputs being customizable by the Contracting Entities to meet the various needs of the Contracting Entities.
- Host multiple feedback sessions with the Contracting Entities, implement changes, and provide training.
- Provide staff support.

On October 30, 2018, the Board awarded consultant services agreements to The Gordian Group, Inc., Cannon/Parkin, Inc., and JAMB Services, Inc., thus creating a bench of consultants that would provide JOC Systems and related consulting and support services to assist various County departments and the Los Angeles Community Development Authority in administering the JOC Program.

JAMB Services, Inc., has worked with County Entities since 2018 to develop and achieve final acceptance of their JOC System and Job Order Contracting Unit Price Book and specifications dated March 2022. Cannon/Parkin, Inc., and The Gordian Group, Inc., achieved final acceptance of their JOC Systems on April 13, 2020, and May 18, 2020, respectively, and are being used currently.

Advertising for bids for 18 separate JOCs 2222CP to 2227CP, 2228 to 2234, and 2235JS to 2239JS will be in accordance with the County's standard Instruction Sheet for Publishing Legal Advertisements (Enclosure A).

As requested by the Board on February 3, 1998, the Invitation for Bids will be listed on the County's "Doing Business with the County" website; Public Works' "Do Business with Public Works" website; and Twitter. The proposed JOCs will be solicited on an open-competitive basis and in accordance with applicable Federal, State, and County requirements.

Bidders will be required to submit a set of cost adjustment factors that would be applied to the unit prices for work using the Cannon/Parkin, Inc.'s SimpleBid JOC System for six separate JOCs (2222CP to 2227CP); using The Gordian Group, Inc.'s JOC System for seven separate JOCs (2228 to 2234) and using JAMB Services, Inc.'s SimpleBid JOC System for five separate JOCs (2235JS to 2239JS) with each book dated March 2022. Each unit price book from Cannon/Parkin, Inc., The Gordian Group, Inc., and JAMB Services, Inc., will be made available to bidders and be on file in the Business Relations and Contracts Division of Public Works.

Bids will be determined by calculating a composite factor using a predetermined advertised formula. The lowest responsive and responsible bidder for each JOC will be awarded that JOC. The JOC consultant and their corresponding unit price book dated March 2022 and each of the lowest responsive and responsible bidder's adjustment factors will be incorporated in the awarded JOCs. Contracts will be in the form previously reviewed and approved as to form by County Counsel and in compliance with the Chief Executive Office and the Board's requirements.

Public Works is procuring a total of 18 JOCs. Twelve JOCs will be used by Public Works and six by the Department of Parks and Recreation

To ensure the JOCs are awarded to responsible contractors with a satisfactory performance history, bidders will be required to report violations of the False Claims Act, their civil litigation history, and information regarding prior criminal convictions.

The information reported by the lowest responsive and responsible bidders will be considered before awarding the JOCs.

Public Works has evaluated and determined that the Living Wage Program (County Code, Chapter 2.201) does not apply as these contracts are for non-Proposition A services.

Participation by Community Business Enterprises for these contracts will be encouraged through Public Works' Business Outreach Program and by reporting the good faith efforts of contractors to utilize Community Business Enterprises.

In addition, the contracts require contractors to report Small Business Enterprises/Local Small Business Enterprises and Community Business Enterprises utilization for all subcontractors used.

#### **IMPACT ON CURRENT SERVICES (OR PROJECTS)**

The use of these JOCs will expedite the completion of repair, remodeling, refurbishment, alteration, and maintenance of County facilities and infrastructure work managed by Public Works. Minor impacts to tenant departments may occur while work on such facilities and infrastructure is underway. Public Works will coordinate with each of the affected departments and the JOC contractors to phase and schedule the work to minimize disruption to facility operations and to maintain public access.

The Honorable Board of Supervisors  
June 8, 2022  
Page 9

**CONCLUSION**

Please return one adopted copy of this Board letter to Public Works, Business Relations and Contracts Division.

Respectfully submitted,

MARK PESTRELLA, PE  
Director of Public Works

MP:JQ:ss

Enclosures

c: Chief Executive Office (Capital Programs Division)  
County Counsel  
Executive Office

# BOARD LETTER/MEMO CLUSTER FACT SHEET

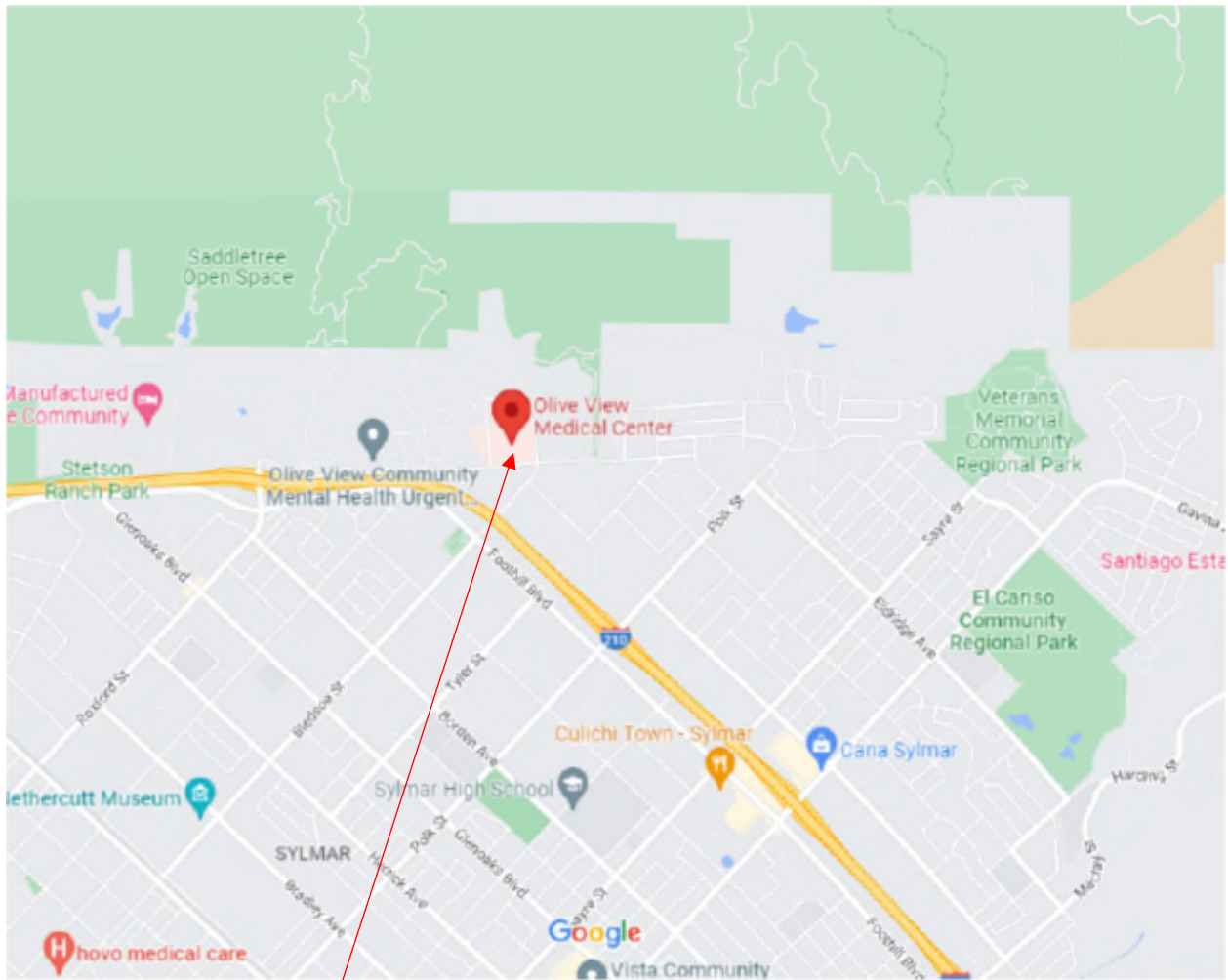
☒ Board Letter

☐ Board Memo

☐ Other

<b>CLUSTER AGENDA REVIEW DATE</b>	5/11/2022	
<b>BOARD MEETING DATE</b>	6/14/2022	
<b>SUPERVISORIAL DISTRICT AFFECTED</b>	<input type="checkbox"/> All <input type="checkbox"/> 1 <sup>st</sup> <input type="checkbox"/> 2 <sup>nd</sup> <input checked="" type="checkbox"/> 3 <sup>rd</sup> <input type="checkbox"/> 4 <sup>th</sup> <input type="checkbox"/> 5 <sup>th</sup>	
<b>DEPARTMENT(S)</b>	Health Services	
<b>SUBJECT</b>	Olive View-UCLA Medical Center Mammography Room Refurbishment Project	
<b>PROGRAM</b>	N/A	
<b>AUTHORIZES DELEGATED AUTHORITY TO DEPT</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
<b>SOLE SOURCE CONTRACT</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain why: N/A	
<b>DEADLINES/ TIME CONSTRAINTS</b>	Construction is expected to be substantially completed in January 2023.	
<b>COST &amp; FUNDING</b>	Total cost: <b>\$775,000</b>	Funding source: Department of Health Services' Various Refurbishment Project, Capital Project No. 86937, funded with the Department of Health Services' annual revolving fund for the Radiology Program.
	TERMS (if applicable): N/A	
	Explanation: N/A	
<b>PURPOSE OF REQUEST</b>	Establish and approve the Olive View-UCLA Medical Center Mammography Room Refurbishment Project; approve the project budget and related appropriation adjustment; and authorize Public Works to deliver the project using a Board-approved Job Order Contract.	
<b>BACKGROUND (include internal/external issues that may exist including any related motions)</b>	As part of Department of Health Services Equipment Replacement Program, a \$10,000,000 annual revolving fund was established in April 2013 to procure new medical equipment based on an established criteria for prioritizing equipment replacement at the end of its lifespan.  On April 20, 2021, the Board approved acquisition of the mammography equipment in the amount of \$428,477 for the Olive View-UCLA Medical Center Mammography Room Refurbishment Project. The proposed project consists of remodeling the existing stereotactic room to accommodate the new mammography equipment.	
<b>EQUITY INDEX OR LENS WAS UTILIZED</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please explain how: Reduce racial disparities in life outcomes, as well as disparities in public investment to shape those outcomes.	
<b>SUPPORTS ONE OF THE NINE BOARD PRIORITIES</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please state which one(s) and explain how: Priority No. 2, Health Integration/Alliance for Health Integration by Developing Prevention, Treatment, and Healing Services.	
<b>DEPARTMENTAL CONTACTS</b>	Name, Title, Phone # & Email: Vincent Yu, Assistant Deputy Director, (626) 300-2300, cell (626) 614-7217, <a href="mailto:vyu@pw.lacounty.gov">vyu@pw.lacounty.gov</a> .	

**Olive View-UCLA Medical Center  
Mammography Room Refurbishment Project**



**Project Location:**

**14445 Olive View Drive, Sylmar, CA 91342**





MARK PESTRELLA, Director

# COUNTY OF LOS ANGELES

## DEPARTMENT OF PUBLIC WORKS

*"To Enrich Lives Through Effective and Caring Service"*

900 SOUTH FREMONT AVENUE  
ALHAMBRA, CALIFORNIA 91803-1331  
Telephone: (626) 458-5100  
<http://dpw.lacounty.gov>

ADDRESS ALL CORRESPONDENCE TO:  
P.O. BOX 1460  
ALHAMBRA, CALIFORNIA 91802-1460

June 14, 2022

IN REPLY PLEASE

REFER TO FILE: PMI-3

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

Dear Supervisors:

**CONSTRUCTION CONTRACT  
CONSTRUCTION MANAGEMENT CORE SERVICE AREA  
OLIVE VIEW-UCLA MEDICAL CENTER  
MAMMOGRAPHY ROOM REFURBISHMENT PROJECT  
ESTABLISH AND APPROVE PROJECT  
APPROVE APPROPRIATION ADJUSTMENT  
AUTHORIZE USE OF JOB ORDER CONTRACT  
CAPITAL PROJECT NO. 87813  
(FISCAL YEAR 2021-22)  
(SUPERVISORIAL DISTRICT 3)  
(3 VOTES)**

### **SUBJECT**

Public Works is seeking Board approval to establish and approve the Olive View-UCLA Medical Center Mammography Room Refurbishment Project; approval of the project budget and related appropriation adjustment; and authority to deliver the project using a Board-approved Job Order Contract.

### **IT IS RECOMMENDED THAT THE BOARD:**

1. Find that the proposed Olive View-UCLA Medical Center Mammography Room Refurbishment Project is exempt from the California Environmental Quality Act for the reasons stated in the Board letter and in the record of the project.
2. Establish and approve the Olive View-UCLA Medical Center Mammography Room Refurbishment Project, Capital Project No. 87813, with a project budget of \$775,000.

3. Authorize the Director of Public Works or his designee to use a Board-approved Job Order Contract to deliver the proposed Olive View-UCLA Medical Center Mammography Room Refurbishment Project.
4. Approve the Fiscal Year 2021-22 appropriation adjustment to reallocate \$343,000 from the Department of Health Services Various Refurbishment Project, Capital Project No. 86937, to fund the estimated Fiscal Year 2021-22 expenditure for the proposed Olive View-UCLA Medical Center Mammography Room Refurbishment Project, Capital Project No. 87813.

#### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

Approval of the recommended actions will find the proposed Olive View-UCLA Medical Center (OV-UCLA MC) Mammography Room Refurbishment Project is exempt from the California Environmental Quality Act (CEQA); approve the project, project budget, and related appropriation adjustment; and authorize Public Works to deliver the project using a Board-approved Job Order Contract (JOC).

#### **Background**

As part of Department of Health Services (DHS) equipment replacement program, a \$10,000,000 annual revolving fund was established in April 2013 to procure new medical equipment based on an established criteria for prioritizing replacement.

On April 20, 2021, the Board approved acquisition of the mammography equipment in the amount of \$428,477 for the OV-UCLA MC. The equipment was procured by DHS through a Purchase Order with Internal Services Department and will be installed by the vendor once the proposed refurbishment project is completed. The existing mammography equipment has reached the end of its lifespan. The new equipment can be utilized for all diagnostic and screening mammography studies and can accommodate the upright stereotactic core biopsy attachment for the mammography unit.

The proposed project consists of remodeling the existing approximately 220-square-foot stereotactic room to accommodate the new mammography equipment. The room refurbishment will include a new technician control area and code compliance signage for the existing patient toilet room. The scope will also include remodeling of the space to

comply with Americans with Disabilities Act and the California Department of Health Care Access and Information (HCAI) requirements.

The design has been completed using a Board-approved, on-call consultant, and the plans have been reviewed and approved by HCAI. Approval of the recommended actions will authorize Public Works to deliver the project using a Board-approved JOC. Upon the Board's approval, construction is anticipated to take eight months to complete.

#### Green Building/Sustainable Design Program

The project will support the Board's policy for Green Building/Sustainable Design Program by incorporating recyclable materials, features to optimize energy and water use, and maximizing the use of sustainable and local resources during construction.

#### **Implementation of Strategic Plan Goals**

These recommendations support the County Strategic Plan: Strategy II.1, Drive Economic and Workforce Development in the County; Strategy II.2, Support the Wellness of our Communities; and Strategy III.3, Pursue Operational Effectiveness, Fiscal Responsibility, and Accountability, and Objective III.3.2, Manage and Maximize County Assets. The new mammography unit will support the wellness of our communities through improved delivery of comprehensive and seamless healthcare services to the residents of the County seeking healthcare assistance.

#### **FISCAL IMPACT/FINANCING**

The total project budget is \$775,000, including construction, change order contingency, plans and specifications, permit fees, consultant services, inspection services, and County services. Of this amount, DHS has already paid \$51,000 for preliminary design services through their operating budget. The project schedule and budget summary are included in Enclosure A.

Board approval of the Fiscal Year 2021-22 appropriation adjustment, (Enclosure B), will reallocate \$343,000 from DHS' Various Refurbishment Project, Capital Project No. 86937, where the DHS annual revolving fund for the Radiology Program is budgeted to fund the projected Fiscal Year 2021-22 expenditures of the OV-UCLA MC Mammography Room Refurbishment Project, Capital Project No. 87813. DHS will provide funding in

future budget phases, as needed, to fully fund the remaining project budget.

#### Operating Budget Impact

Following completion of the proposed project, DHS will request and fund annual ongoing maintenance costs with departmental resources in future budget phases. There is no net County cost impact associated with the recommended actions.

#### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

In accordance with Board Policy 5.270, Countywide Local and Targeted Worker Hiring, for projects with a total budget of \$500,000 to \$2,500,000, the proposed project will include a best effort hiring goal of at least 30 percent of California construction labor hours to be performed by qualified Local Residents and will not include the "Targeted Worker" component.

#### **ENVIRONMENTAL DOCUMENTATION**

The proposed project is categorically exempt from CEQA. The project includes remodeling an interior portion of the existing Mammography Unit to accommodate new medical equipment and addition of a new technician control area, as well as remodeling the space to comply with the Americans with Disabilities Act and HCAI requirements. The project is within certain classes of projects that have been determined not to have a significant effect on the environment in that it meets criteria set forth in Sections 15301 (a), (d), and (f); 15302 (c); and 15303 (d) of the State CEQA Guidelines and Classes 1 (c), (d), and (i); 2 (a) and (e); and 3 (d) of the County's Environmental Document Reporting Procedures and Guidelines, Appendix G. The project provides for repair and upgrade of an existing facility with no expansion of use, replacement of existing features with the same purpose, and capacity and installation of new equipment. In addition, the project will comply with all applicable regulations, it is not in a sensitive environment, and there are no cumulative impacts, unusual circumstances, damage to scenic highways, listing on hazardous waste site lists compiled pursuant to Government Code Section 65962.5, or indications that it may cause a substantial adverse change in the significance of a historic resource that would make the exemption inapplicable.

Upon the Board's approval of the project, Public Works will file a Notice of Exemption with the Registrar-Recorder/County Clerk in accordance with Section 21152 of the Public Resources Code and will post the notice to its website in accordance with Section 21092.

### **CONTRACTING PROCESS**

Public Works utilized a Board-approved, on-call consultant to complete the design for the project, and construction will be carried out using a Board-approved JOC.

The project scope includes substantial remodeling and alteration work, and Public Works has made the determination that the use of a JOC is the most appropriate contracting method to deliver the project.

### **IMPACT ON CURRENT SERVICES (OR PROJECTS)**

The hospital will remain fully operational during construction. Public Works will work with DHS to minimize construction impacts and disruptions at the facilities.

### **CONCLUSION**

Please return one adopted copy of this Board letter to Public Works, Project Management Division I.

Respectfully submitted,

MARK PESTRELLA, PE  
Director of Public Works

MP:LR:cg

Enclosure

c: Department of Arts and Culture  
Auditor-Controller  
Chief Executive Office (Capital Programs Division)  
County Counsel  
Executive Office  
Department of Health Services (Capital Programs Division)

June 8, 2022

**CONSTRUCTION CONTRACT  
CONSTRUCTION MANAGEMENT CORE SERVICE AREA  
OLIVE VIEW-UCLA MEDICAL CENTER  
MAMMOGRAPHY ROOM REFURBISHMENT PROJECT  
ESTABLISH AND APPROVE PROJECT  
APPROVE APPROPRIATION ADJUSTMENT  
AUTHORIZE USE OF JOB ORDER CONTRACT  
CAPITAL PROJECT NO. 87813  
(FISCAL YEAR 2021-22)  
(SUPERVISORIAL DISTRICT 3)  
(3 VOTES)**

**I. PROJECT SCHEDULE SUMMARY**

<b>Project Activity</b>	<b>Scheduled Completion Date</b>
Construction Documents	08/24/2021 *
Jurisdictional Agency Approval	10/12/2021 *
Construction Award	05/05/2022
Substantial Completion	01/06/2023
Project Acceptance	04/06/2023

\*Actual Completion Date

**II. PROJECT BUDGET SUMMARY**

<b>Project Activity</b>	<b>Proposed Project Budget</b>
Construction - JOC	\$196,000
Plans and Specifications	\$ 70,000
Consultant Services	\$100,000
Miscellaneous Expenditures	\$ 6,000
Jurisdictional Review/Plan Check/Permits	\$ 6,000
County Services	\$394,000
<b>TOTAL PROJECT COST</b>	<b>\$775,000</b>

# BOARD LETTER/MEMO CLUSTER FACT SHEET

☒ Board Letter

☐ Board Memo

☐ Other

<b>CLUSTER AGENDA REVIEW DATE</b>	5/11/2022		
<b>BOARD MEETING DATE</b>	6/14/2022		
<b>SUPERVISORIAL DISTRICT AFFECTED</b>	<input type="checkbox"/> All <input type="checkbox"/> 1 <sup>st</sup> <input type="checkbox"/> 2 <sup>nd</sup> <input type="checkbox"/> 3 <sup>rd</sup> <input checked="" type="checkbox"/> 4 <sup>th</sup> <input type="checkbox"/> 5 <sup>th</sup>		
<b>DEPARTMENT(S)</b>	Public Works		
<b>SUBJECT</b>	Lomita County Administration Building Americans with Disabilities Act Upgrade Project Approve Revised Project Budget and Appropriation Adjustment		
<b>PROGRAM</b>			
<b>AUTHORIZES DELEGATED AUTHORITY TO DEPT</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
<b>SOLE SOURCE CONTRACT</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain why:		
<b>DEADLINES/ TIME CONSTRAINTS</b>	The Job Order Contract (JOC) being used for this project will expire and the construction must be completed by December 2022. Construction will take 4 months and is expected to start in August 2022 if the Board letter is approved June 8, 2022. Failure to approve the Board letter will create delays and increase the cost of the project.		
<b>COST &amp; FUNDING</b>	Total cost: \$1,220,000	Funding source: \$145,000 from CEO, \$38,000 from ACWM, and \$1,037,000 from Public Works	
	<b>TERMS (if applicable):</b> Public Works will coordinate the cost sharing the breakdown with each tenant department. Upon project completion, Public Works will submit a request for reimbursement to the Lomita tenant Departments who were unable to commit funds in Fiscal Year 2021-22 based on the actual construction costs and percentage tenant allocation.		
	<b>Explanation:</b> CEO has contributed \$145,000 to this project. The total remaining cost of this Project will be shared amongst all current County user Departments at the Lomita County Administration Building based on their net user percentage as identified in the facility's Space Assignment Notice.		
<b>PURPOSE OF REQUEST</b>	Public Works is seeking Board approval for a revised project budget and scope, an appropriation adjustment, and for Public Works to deliver the Project using a Board-approved JOC.		
<b>BACKGROUND (include internal/external issues that may exist including any related motions)</b>	On July 17, 2012, the Board approved Capital Project No. 87142 with an initial project budget of \$145,000 and authorized it to be delivered using an existing Board-approved Internal Services Department JOC. The original project scope included the redesign and upgrade to the public restrooms, accessible parking spaces, paths of travel, drinking fountains, signage, and customer service counter. Shortly thereafter, geotechnical testing revealed that widespread modifications were necessary to address tree root damage in the parking lot. During Fiscal Year 2015-16, \$500,000 was transferred to the Project from Various Refurbishments-Variou DPW Office Site Improvements (Capital		

	Project No. 86708) to address this additional scope of work. In 2018 upon further assessment by an arborist, architect, and engineer it was determined that more extensive improvements were needed to comply with current ADA code standards. Revisions to the project scope include removing and replanting trees (per project plans) whose root system continues to damage the pavement and walkways, resurfacing the damaged parking lot, replacing damaged curbs and gutters along the side parking lot, and various ADA upgrades to enhance accessibility within the building. Public Works prepared the final design plans and specifications using a Board-approved on-call consultant and in-house staff for related services.
<b>EQUITY INDEX OR LENS WAS UTILIZED</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain how:
<b>SUPPORTS ONE OF THE NINE BOARD PRIORITIES</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please state which one(s) and explain how: Board Priority No. 7: Sustainability. Inside the building, low flow water fixtures will be installed to decrease water usage and LED lighting with dimmers will be installed to decrease energy usage. For landscaping, installation of drip irrigation lines and planter choices will decrease water demand while still contributing to the aesthetics of the building.
<b>DEPARTMENTAL CONTACTS</b>	Rossana D'Antonio, Deputy Director, (626) 458-4004, <a href="mailto:RDANTON@pw.lacounty.gov">RDANTON@pw.lacounty.gov</a>

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June 14, 2022

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

Dear Supervisors:

**DEVELOPMENT SERVICES CORE SERVICE AREA  
LOMITA COUNTY ADMINISTRATION BUILDING  
AMERICANS WITH DISABILITIES ACT UPGRADE PROJECT  
APPROVE REVISED PROJECT BUDGET AND APPROPRIATION ADJUSTMENT  
CAPITAL PROJECT NUMBER 87142  
(SUPERVISORIAL DISTRICT 4)  
(3 VOTES)**

**SUBJECT**

Public Works is seeking Board approval of the revised project budget and scope for the Lomita County Administration Building ADA Upgrade (Project), approval of an appropriation adjustment, and authority to deliver the Project using a Board-approved Job Order Contract (JOC).

**IT IS RECOMMENDED THAT THE BOARD:**

1. Find that the recommended actions are within the scope of the previous finding of exemption for the Lomita County Administration Building ADA Upgrade Project and find the proposed revisions to the scope of work are also exempt under the California Environmental Quality Act, for the reasons stated in this Board letter and in the record of the Project.
2. Approve the revised total project budget of \$1,220,000, from a previously adopted budget of \$145,000, to fully fund the increased scope of work that is necessary for the Lomita County Administration Building ADA Upgrade Project.
3. Approve the appropriation adjustment to transfer \$537,000 from Various Refurbishments-Variou DPW Office Site Improvements, Capital Project No. 86708; as well as, \$38,000 from Agricultural Commissioner-Weights and Measures Services and Supplies budget; for a total of \$575,000 to the Lomita County Administration Building ADA Upgrade, Capital Project No. 87142.

4. Approve the revisions to the previously approved scope of work and authorize Public Works to deliver the Project using a Board-approved JOC.

**PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

Approval of the recommended actions will find the Project exemption under the California Environmental Quality Act (CEQA), approve the revised Project budget, revisions to the Project scope, an appropriation adjustment, and authorize Public Works to deliver the Project using a Board-approved JOC.

On July 17, 2012, the Board approved the Project, Capital Project No. 87142, with an initial project budget of \$145,000 and authorized it be delivered using an existing Board-approved JOC procured by the Internal Services Department. The original project scope included the design and remodeling of the public restrooms, accessible parking spaces, paths of travel, drinking fountains, signage, and customer service counter. Shortly thereafter, geotechnical testing revealed that widespread modifications were necessary to address tree root damage in the parking lot. During Fiscal Year 2016-17 Supplemental Changes, \$500,000 was transferred to the Project from Capital Project No. 86708, to address this additional scope of work. In 2018, upon further assessment by an arborist, architect, and engineer, it was determined that more extensive repairs, remodeling, and alterations were needed to comply with current ADA code standards. Revisions to the Project scope include removing and replanting trees (per project plans) whose root system continues to damage the pavement and walkways, resurfacing the damaged parking lot, replacing damaged curbs and gutters along the side parking lot, and various ADA upgrades to enhance accessibility within the building.

Public Works prepared the final design plans and specifications using a Board-approved on-call consultant and in-house staff for related services. Upon Board authorization, Public Works will deliver the Project using a Board-approved JOC procured by Public Works.

The Project will support the Board's Policy for a Green Building/Sustainable Design Program by incorporating sustainable design features to optimize energy and water use efficiency.

**Implementation of Strategic Plan Goals**

These recommendations support the County Strategic Plan: Strategy II.2, Support the Wellness of our Communities, and Strategy III.3, Pursue Operational Effectiveness, Fiscal Responsibility, and Accountability. The recommended actions support the strategic plan by expanding accessibility to the community and upgrading public

infrastructure that will integrate and improve County services and facilities in a safe and fiscally responsible manner.

### **FISCAL IMPACT/FINANCING**

The Project's current total cost is estimated at \$1,220,000, which includes design, plan check, consultant services, construction, inspections, change order contingency, project management, and miscellaneous expenditures.

The Project is currently funded with \$645,000 prior year net County cost as follows: \$145,000 previously appropriated on July 17, 2012, to the Lomita County Administration Building ADA Upgrade, Capital Project No. 87142, (\$20,000 of which was expended for the initial facility assessment costs) and \$500,000 from Capital Project No. 86708, which was transferred during the 2016-17 Supplemental Changes.

The recommended appropriation adjustments (enclosed) will transfer \$537,000 from Capital Project No. 86708; as well as, \$38,000 from Agricultural Commissioner-Weights and Measures, Services and Supplies budget; for a total of \$575,000 to the Lomita County Administration Building ADA Upgrade, Capital Project No. 87142; to fully fund the Project. Upon completion of the Project, all residual funds will be returned to their respective origins.

The total cost of this Project will be shared amongst all current County user Departments at the Lomita County Administration Building based on their net user percentage as identified in the facility's Space Assignment Notice. Public Works will coordinate the cost sharing breakdown with each tenant Department, and upon Project completion will submit a request for reimbursement based on the actual construction costs and percentage tenant allocation.

### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

In accordance with the Board's Civic Art Policy, adopted on December 7, 2004, and last amended on August 4, 2020, the proposed Project is exempt from the Civic Art Allocation as eligible project costs are less than \$500,000.

In accordance with Board Policy 5.270, Countywide Local and Targeted Worker Hiring, the contractor will be required to use its best efforts to attain a hiring goal of at least 30 percent of the California construction labor hours to be performed by qualified local residents.

## **ENVIRONMENTAL DOCUMENTATION**

The Board approved the Project, which consisted of the redesign and upgrade to the public restrooms, accessible parking spaces, paths of travel, drinking fountains, signage, and customer service counter to be exempt from CEQA when the Project was approved on July 17, 2012. The currently proposed revisions to the scope of work are also categorically exempt from CEQA. The revisions to the Project include removing and replanting trees (per project plans) with observed decay and whose root systems continue to damage the pavement and walkways, resurfacing the damaged parking lot, replacing damaged curbs and gutters along the side parking lot, and various ADA upgrades within the building to current accessibility standards. The proposed revisions are also within certain classes of projects that have been determined not to have a significant effect on the environment in that they meet criteria set forth in Sections 15301(a), (c), (d), (f), (h), and (l), 15302 (b), and 15304 Class 4 (a) and (b) of the State CEQA Guidelines, and Classes 1(c) and (d); 1(x)(14) and (16); and 2(e) and 4(a) and (c) of the County's Environmental Document Reporting Procedures and Guidelines, Appendix G, which apply to minor alterations and maintenance of public facilities with negligible or no expansion of use, replacement of existing features where the replacement will have substantially the same purpose and capacity and minor alterations of land. The Project will not include the removal of healthy, mature, scenic trees.

Additionally, based on the records of the revised Project, it will continue to comply with all applicable regulations, is not located in a sensitive environment, there are no cumulative impacts, unusual circumstances, damage to scenic highways, listing on hazardous waste lists compiled pursuant to Government Code Section 65962.5, or indications that it may cause a substantial adverse change in the significance of a historical resource that will make the exemption inapplicable based on the Project records.

Upon the Board's approval of the recommended actions, Public Works will file a Notice of Exemption with the Registrar-Recorder/County Clerk in accordance with Public Resources Code section 21152.

## **CONTRACTING PROCESS**

Public Works utilized a Board-approved design consultant and in-house staff for the design of the Project and will deliver the Project using a Board-approved JOC.

The Honorable Board of Supervisors  
June 8, 2022  
Page 5

**IMPACT ON CURRENT SERVICES (OR PROJECTS)**

Approval of the recommended action will have no impact on current County services or projects. The Project will be phased to allow parking during working hours, with overflow parking in the adjacent City of Lomita parking lot and surrounding streets.

**CONCLUSION**

Please return one adopted copy of this Board letter to Public Works, Building and Safety Division, and one adopted copy to the Chief Executive Office, Capital Programs Division.

Respectfully submitted,

MARK PESTRELLA, PE  
Director of Public Works

MP:JM:ia

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Enclosure

c: Chief Executive Office (Capital Programs Division)  
County Counsel  
Executive Office

# TOTAL PROJECT COST ESTIMATE

## BSD LOMITA OFFICE IMPROVEMENTS

### SUMMARY OF ESTIMATE \* :

Site Work :	\$	993,205
Restrooms :	\$	122,000
Break Room :	\$	42,231
Plan Check Counter :	\$	9,385
Entry Doors :	\$	53,179
	<b>\$</b>	<b>1,220,000</b>

\* Charges include hard cost and soft cost. Please see below for breakdown.

### DETAILED ESTIMATE:

	COMPONENT	ESTIMATE
CONSTRUCTION	CONSTRUCTION COST (Based on 3rd Party Estimator)	\$ 780,000
	Site Work	\$ 635,000
	Restrooms	\$ 78,000
	Break Room	\$ 27,000
	Plan Check Counter	\$ 6,000
	Entry Doors	\$ 34,000
	CHANGE ORDER ALLOCATION (10%)	\$ 78,000
	JOC FEE	\$ 20,000
	<b>SUBTOTAL</b>	<b>\$ 878,000</b>
COUNTY SERVICES	PLANS AND SPECIFICATIONS	\$ 130,000
	JURISDICTIONAL APPROVALS	\$ 15,000
	INSPECTION SERVICES	\$ 50,000
	PROJECT MANAGEMENT	\$ 60,000
	BRCd - JOC FEES	\$ 10,000
	CONTRACT COMPLIANCE	\$ 12,000
	<b>SUBTOTAL</b>	<b>\$ 277,000</b>
CONSULTANT SVCS	COST ESTIMATOR	\$ 4,400
	HAZMAT SURVEY	\$ 600
	IH MONITORING	\$ 5,000
	<b>SUBTOTAL</b>	<b>\$ 10,000</b>
Other Charges	ISD - OTHER REPAIRS	\$ 20,000
	BUILDING AND SAFETY CHARGES (RINV Report)	\$ 35,000
	<b>TOTAL</b>	<b>\$ 1,220,000</b>