



County of Los Angeles  
Chief Executive Office

## COMMUNITY SERVICES CLUSTER AGENDA REVIEW MEETING

FESIA A. DAVENPORT  
Chief Executive Officer

**DATE:** Wednesday, August 31, 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 (Animal Care and Control) for September 13, 2022 Board agenda:  
DELEGATE AUTHORITY TO THE DIRECTOR OF ANIMAL CARE AND CONTROL TO ENTER INTO AN AGREEMENT WITH GREATER GOOD CHARITIES
- B.** Board Letter (Los Angeles County Development Authority) for September 13, 2022 Board agenda:  
AMENDMENT TO TRASH REMOVAL SERVICES CONTRACT
- C.** Board Letter (Los Angeles County Development Authority) for September 13, 2022 Board agenda:  
APPROVE AN EXCLUSIVE NEGOTIATING AGREEMENT WITH CENTURY AFFORDABLE DEVELOPMENT, INC. FOR THE POTENTIAL DEVELOPMENT OF COUNTY-OWNED PROPERTY AT THE NORTHEAST CORNER OF N. MISSION ROAD AND GRIFFIN AVENUE IN THE CITY OF LOS ANGELES
- D.** Board Letter (Los Angeles County Development Authority) for September 13, 2022 Board agenda:  
AWARD A CONSTRUCTION CONTRACT TO IMPERIAL BROTHERS FOR THE ARIZONA & OLYMPIC FAMILY PUBLIC HOUSING DEVELOPMENT BATHROOM UPGRADES PROJECT PHASE II



- E. Board Letter (LA County Library) for September 13, 2022 Board agenda:  
AWARD CONTRACTS FOR LANDSCAPE AND GROUND MAINTENANCE  
SERVICES FOR AREA 6, AREA 8, AND LIBRARY HEADQUARTERS
- F. Board Letter (Parks and Recreation) for September 13, 2022 Board agenda:  
APPROVAL OF A MOWING SERVICES CONTRACT  
FOR THE EAST LOS ANGELES AREA PARKS
- G. Board Letter (Parks and Recreation) for September 13, 2022 Board agenda:  
CHARLES WHITE PARK  
PLAYGROUND REPLACEMENT PROJECT  
ESTABLISH AND APPROVE CAPITAL PROJECT  
AND APPROVE PROJECT SCOPE AND BUDGET  
CAPITAL PROJECT NO. 87872
- H. Board Letter (Parks and Recreation) for September 13, 2022 Board agenda:  
DEVIL'S PUNCHBOWL NATURAL AREA  
TRAIL AND TRAILHEAD REESTABLISHMENT PROJECT  
ESTABLISH AND APPROVE CAPITAL PROJECT  
APPROVE PROJECT SCOPE AND BUDGET  
APPROVE APPROPRIATION ADJUSTMENT  
CAPITAL PROJECT NUMBER 87871
- I. Board Letter (Parks and Recreation) for September 13, 2022 Board agenda:  
EARVIN "MAGIC" JOHNSON PARK  
SHADE EQUITY TREE PLANTING PROJECT  
ESTABLISH AND APPROVE CAPITAL PROJECT, PROJECT BUDGET,  
AND APPROPRIATION ADJUSTMENT  
CAPITAL PROJECT NO. 87746
- J. Board Letter (Public Works) for September 13, 2022 Board agenda:  
ADOPT, ADVERTISE, AND AWARD  
JOB ORDER CONTRACT NOS. 6740 THROUGH 6749  
PAVEMENT PRESERVATION (SEAL COATS), PAVEMENT  
PRESERVATION (RESURFACING), AND PAVEMENT  
RECONSTRUCTION (SUSTAINABLE) PROJECTS
- K. Board Letter (Public Works) for September 13, 2022 Board agenda:  
DEVELOPMENT SERVICES CORE SERVICE AREA  
COOPERATIVE FINANCIAL AGREEMENT FOR THE  
INFRASTRUCTURE IMPROVEMENT  
DELEGATE AUTHORITY TO THE DIRECTOR OF PUBLIC WORKS  
TO EXECUTE A FUNDING AGREEMENT WITH VARIOUS CITIES
- L. Board Letter (Public Works) for September 13, 2022 Board agenda:  
ENVIRONMENTAL SERVICES CORE SERVICE AREA  
ADOPTION OF THE LOS ANGELES COUNTY ZERO WASTE PLAN



- M.** Board Letter (Public Works) for September 13, 2022 Board agenda:  
ANNEXATION AND LEVYING OF ASSESSMENTS FOR COUNTY LIGHTING  
DISTRICTS AND NEGOTIATED EXCHANGE OF PROPERTY TAX  
REVENUES
- N.** Board Letter (Public Works) for September 13, 2022 Board agenda:  
AWARD CONSTRUCTION CONTRACT  
EAST LOS ANGELES COMMUNITY ROADWAY IMPROVEMENT  
PROJECT ID NO. RDC0016147  
IN THE CITIES OF COMMERCE AND MONTEBELLO AND  
THE UNINCORPORATED COMMUNITY OF EAST LOS ANGELES
- O.** Board Letter (Public Works) for September 13, 2022 Board agenda:  
CONSTRUCTION-RELATED CONTRACT  
CONSTRUCTION MANAGEMENT CORE SERVICE AREA  
ON-CALL PROJECT MANAGEMENT/CONSTRUCTION MANAGEMENT  
AND RELATED SERVICES  
AWARD CONSULTANT SERVICES AGREEMENTS
- P.** Board Letter (Public Works) for September 13, 2022 Board agenda:  
SERVICES CONTRACT  
ENVIRONMENTAL SERVICES CORE SERVICE AREA  
AWARD OF SERVICES CONTRACTS  
ON-CALL SEWER PUMP AND MOTOR REPAIR SERVICES PROGRAM
- Q.** Board Letter (Public Works) for September 13, 2022 Board agenda:  
SERVICES CONTRACT  
WATER RESOURCES CORE SERVICE AREA  
AWARD OF SERVICES CONTRACTS FOR  
ON-CALL CHANNEL RIGHT OF WAY  
CLEARING SERVICES - EAST AND SOUTH AREAS
- R.** Board Letter (Public Works) for September 13, 2022 Board agenda:  
TRANSPORTATION CORE SERVICE AREA  
ANNEXATION AND LEVYING OF ASSESSMENTS FOR  
COUNTY LIGHTING DISTRICTS IN THE UNINCORPORATED AREAS OF  
AVOCADO HEIGHTS AND SOUTH WHITTIER
- S.** Board Letter (Public Works) for September 13, 2022 Board agenda:  
WATER RESOURCES CORE SERVICE AREA  
APPROVAL OF A RENTAL AGREEMENT BETWEEN  
THE LOS ANGELES COUNTY FLOOD CONTROL DISTRICT  
AND VERNON ENVIRONMENTAL RESPONSE TRUST  
DRAINAGE DISTRICT IMPROVEMENT NO. 26, PARCEL 227,  
IN THE CITY OF VERNON



- T.** Board Letter (Public Works) for September 13, 2022 Board agenda:  
WATER RESOURCES CSA  
APPROVAL PUENTE CREEK BIKEWAY PROJECT  
RESOLUTION APPLY/ACCEPT GRANT GREENWAY COMPONENT OF  
PROJECT BETWEEN HACIENDA BLVD AND RIMGROVE DR IN CITIES  
OF INDUSTRY AND LA PUENTE AND UNINCORPORATED COMMUNITY  
OF VALINDA
- U.** Board Letter (Public Works Capital Projects) for September 13, 2022 Board agenda:  
CONSTRUCTION CONTRACT  
CONSTRUCTION MANAGEMENT CORE SERVICE AREA  
MARINA DEL REY – DEPARTMENT OF BEACHES AND HARBORS  
FISCAL BUILDING IMPROVEMENTS PROJECT  
APPROVE CAPITAL PROJECT  
APPROVE APPROPRIATION ADJUSTMENT  
APPROVE USE OF JOB ORDER CONTRACTING  
SPECS. 7765; CAPITAL PROJECT NO. 89108
- V.** Board Letter (Public Works Capital Projects) for September 13, 2022 Board agenda:  
CONSTRUCTION-RELATED CONTRACT CONSTRUCTION  
MANAGEMENT CORE SERVICE AREA  
PROBATION CAMP GLENN ROCKEY  
CLOSED-CIRCUIT TELEVISION PROJECT  
ESTABLISH CAPITAL PROJECT AND APPROVE BUDGET ADOPT,  
ADVERTISE, AND AWARD  
SPECS. 7702; CAPITAL PROJECT NO. 87699
- W.** Board Letter (Regional Planning) for September 27, 2022 Board agenda:  
PROJECT #PRJ2020-000246-(1-5)  
ADVANCE PLANNING CASE #RPPL2020000624  
HEARING ON THE OIL WELL ORDINANCE

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

- A.** Board Briefing (Public Works):  
TRANSPORTATION SAFETY: VISION ZERO UPDATE  
Speaker: Mark Pestrella
- B.** Board Briefing (Animal Care and Control):  
ANIMAL CARE AT DACC  
Speaker: Marcia Mayeda

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

**5. ADJOURNMENT**



# BOARD LETTER/MEMO CLUSTER FACT SHEET

☒ Board Letter

☐ Board Memo

☐ Other

<b>CLUSTER AGENDA REVIEW DATE</b>	8/31/2022										
<b>BOARD MEETING DATE</b>	9/13/2022										
<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>	Animal Care and Control										
<b>SUBJECT</b>	The Department requests approval to delegate authority to the Director of Animal Care and Control to enter into an agreement with Greater Good Charities (GGC) for the Department to serve as an ambassador for the GGC's GOODS Program.										
<b>PROGRAM</b>	Community Services										
<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: N/A										
<b>DEADLINES/ TIME CONSTRAINTS</b>	none										
<b>COST &amp; FUNDING</b>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;">Total cost:</td><td style="width: 50%;">Funding source:</td></tr> <tr> <td>Shipping and handling fees only</td><td>Sufficient appropriation is included in the Department's operating budget to account for associated shipping and handling fees.</td></tr> <tr> <td colspan="2">TERMS (if applicable): n/a</td></tr> <tr> <td colspan="2">Explanation: The Department will be responsible for shipping and handling fees for each shipment. "Handling Fee" is defined as an amount paid by an ambassador (the Department) to GGC to offset costs incurred by GGC. It is calculated based on either a) the net weight of the donation if packaged by weight, b) the pallet count of the donation if packaged by quantity, or c) the cost of moving donations of goods.</td></tr> </table>			Total cost:	Funding source:	Shipping and handling fees only	Sufficient appropriation is included in the Department's operating budget to account for associated shipping and handling fees.	TERMS (if applicable): n/a		Explanation: The Department will be responsible for shipping and handling fees for each shipment. "Handling Fee" is defined as an amount paid by an ambassador (the Department) to GGC to offset costs incurred by GGC. It is calculated based on either a) the net weight of the donation if packaged by weight, b) the pallet count of the donation if packaged by quantity, or c) the cost of moving donations of goods.	
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<b>PURPOSE OF REQUEST</b>	Delegate authority for Director to enter into an agreement that would allow the Dept. to continue to receive, manage, and redistribute pet food and supplies to pet owners in the community. These goods are provided to pet owners at no cost and have been shown to be in high demand, especially due the economic downturn and many pet owners' inability to afford high-quality pet food.										
<b>BACKGROUND (include internal/external issues that may exist including any related motions)</b>	No anticipated internal or external issues are expected.										
<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:  Approval of the recommended actions is consistent with the Board of Supervisor's Priority 9, Poverty Alleviation.										
<b>DEPARTMENTAL CONTACTS</b>	Name, Title, Phone # & Email:  Bradley Kim, Admin. Services Mgr. I, (562) 379-9722, BKim@animalcare.lacounty.gov										





LOS ANGELES COUNTY

**ANIMAL CARE & CONTROL** | **redefining CARE**



Marcia Mayeda, Director

September 13, 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:

**DELEGATE AUTHORITY TO THE DIRECTOR OF ANIMAL CARE AND CONTROL  
TO ENTER INTO AN AGREEMENT WITH GREATER GOOD CHARITIES  
(ALL SUPERVISORIAL DISTRICTS)  
(3 VOTES)**

**SUBJECT**

The Department of Animal Care and Control (Department) requests approval to delegate authority to the Director of Animal Care and Control to enter into an agreement with Greater Good Charities (GGC) for the Department to serve as an ambassador for the GGC's GOODS Program.

**IT IS RECOMMENDED THAT THE BOARD:**

Delegate authority to the Director of Animal Care and Control, or her designee, to enter into an agreement with Greater Good Charities, a 501(c)(3) nonprofit organization, to serve as an ambassador for the GGC's GOODS Program.

**PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

GGC is a 501(c)(3) organization that donates large shipments of pet food and supplies to animal welfare organizations. The Department has been a recipient of these donations, redistributing goods to the public either directly at its animal care centers or via its mobile veterinary unit at outreach events. The Department is only responsible for

Agoura ACC  
29525 Agoura Road  
Agoura Hills, CA 91301  
(818) 991-0071

Baldwin Park ACC  
4275 N. Elton Street  
Baldwin Park, CA 91706  
(626) 962-3577

Carson/Gardena ACC  
216 W. Victoria Street  
Gardena, CA 90248  
(310) 523-9566

Castaic ACC  
31044 N. Charlie Canyon Rd.  
Castaic, CA 91384  
(661) 257-3191

Downey ACC  
11258 S. Garfield Ave.  
Downey, CA 90242  
(562) 940-6898

Lancaster ACC  
5210 W. Avenue I  
Lancaster, CA 93536  
(661) 940-4191

Palmdale ACC  
38550 Sierra Highway  
Palmdale, CA 93550  
(661) 575-2888

Administrative Office  
5898 Cherry Avenue  
Long Beach, CA 90805  
(800) 253-3555



the shipping and handling costs associated with these donations. In April 2022, GGC announced that it would be requiring a signed agreement for organizations to continue participating in the donation program.

This executed agreement would allow the Department to continue serving as an ambassador for GGC, allowing it to receive, manage, and redistribute pet food and supplies to pet owners in the community. These goods are provided to pet owners at no cost and have been shown to be in high demand, especially due the economic downturn and many pet owners' inability to afford high-quality pet food.

### **IMPLEMENTATION OF STRATEGIC PLAN GOALS**

Approval of the recommended action is consistent with County Strategic Plan Goal 2, Strategy II.2 – Support the Wellness of our Communities, by ensuring that pet owners in our communities have access to high-quality pet food and essential pet supplies.

Approval of the recommended action also supports County Strategic Plan Goal III.3 – Pursue Operational Effectiveness, Fiscal Responsibility, and Accountability by leveraging external resources to benefit residents in unincorporated Los Angeles County and in cities that contract with the Department for full-service animal sheltering.

### **FISCAL IMPACT/FINANCING**

The Department will be responsible for shipping and handling fees for each shipment. "Handling Fee" is defined as an amount paid by an ambassador (the Department) to GGC to offset costs incurred by GGC. Handling costs are calculated based on either a) the net weight of the donation if packaged by weight, b) the pallet count of the donation if packaged by quantity, or c) the cost of moving donations of goods.

Based on Fiscal Year 2021-22 actual costs, the annual handling costs are estimated to be \$10,500. Sufficient appropriation is included in the Department's operating budget to account for associated shipping and handling fees.

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

Upon approval of this board letter, the Department will execute an agreement with Greater Good Charities which will allow it to serve as an ambassador for the GGC GOODS Program. As an ambassador, the Department will continue to receive, manage, and redistribute donations made by GGC to pet owners in unincorporated Los Angeles County and in cities that contract with the Department for full-service animal sheltering.



The Honorable Board of Supervisors  
September 13, 2022  
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As required by the County Fiscal Manual, Section 2.4.2, the Department will continue to file a quarterly report listing all gifts received based on the fair market value provided by the donor.

### **IMPACT ON CURRENT SERVICES**

This agreement will enhance current services by allowing the Department to distribute free pet food and supplies to residents in unincorporated Los Angeles County and in cities that contract with the Department for full-service animal sheltering. Many pet owners in Los Angeles County have difficulty affording high-quality cat and dog food, especially now due to the economic downturn and rising pet food prices. The inability to access pet food can lead to pet owners permanently surrendering their pets to an animal care center or to detrimental health effects for the pet. Providing these resources to the public helps to keep pets and families together.

### **CONCLUSION**

Upon Board approval, please return one adopted copy of this board letter to the Department.

Respectfully submitted,

MARCIA MAYEDA  
Director

MM:DU:AMJ:WD:BK:rm

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c: Chief Executive Office  
County Counsel  
Executive Office





600 University Street, Suite 1000, Seattle WA 98101

This Greater Good Charities GOODS Program Ambassador Agreement (the "Agreement") is entered into as of \_\_\_\_\_ (the "Effective Date") by and between Greater Good Charities, a 501(c)(3) nonprofit organization with a principal place of business at 600 University Street, Suite 1000, Seattle, Washington, 98101 ("GGC"), and \_\_\_\_\_, a qualifying governmental entity or nonprofit organization formed and existing under the laws of the State of \_\_\_\_\_ with its principal offices at \_\_\_\_\_ ("Ambassador"). GGC and Ambassador are sometimes individually referred to as a "Party," and collectively as the "Parties."

## RECITALS

### Whereas

Greater Good Charities' GOODS Program positively impacts communities by procuring in-kind supplies, including but not limited to goods that support human and animal welfare needs, and transporting or organizing them for distribution to various entities including community-based welfare organizations, shelters and or areas of need, and

Ambassador is a non-profit organization, a federal/state/local governmental agency, or an otherwise qualifying group serving its local community and having the capacity and desire, acting on behalf of GGC, to receive, manage, and redistribute Donations as defined herein on the terms and conditions set forth in this Agreement, and

In consideration of the foregoing Recitals, the mutual promises set forth herein and subject to the terms and conditions within this Agreement,

**The Parties hereto, intending to be legally bound, agree as follows:**

## I. DEFINITIONS

"Ambassador" is a non-profit organization, a federal/state/local governmental agency, or an otherwise qualifying group serving an area or local community and having the capacity and desire, acting on behalf of GGC, to receive, manage, and redistribute Donations as defined herein on the terms and conditions set forth in this Agreement.

"Confidential Information" means any (i) proprietary, confidential and/or trade secret information concerning or relating to the property, business and affairs of the Party disclosing such information (the "Disclosing Party") that is furnished to the other Party (the "Receiving Party"), and (ii) information regarding this Agreement, its Schedules and the Disclosing Party's processes, procedures, and pricing. Confidential Information shall not include information that a Receiving Party can demonstrate by reasonably sufficient evidence (A) was known to the Receiving Party before receipt thereof under this Agreement, (B) is disclosed to the Receiving Party by a third party who has a right to make such disclosure without any obligation of confidentiality to the Disclosing Party, (C) is or becomes generally known to the public or in the trade without violation of either this Agreement by the Receiving Party or any confidentiality obligation owed to the Disclosing Party by any third party, or (D) is independently developed by the Receiving Party or its employees or subcontractors without use of the Confidential Information of the Disclosing Party.

"Contributed Materials" means, as to GGC, the limited, non-transferable, non-exclusive, royalty-free license to use GGC's Trademarks, logos, branding, websites, domain names, and derivatives thereof, as designated by GGC, including the domain names GreaterGood.org, and GGC content and GGC goodwill, by GGC and Ambassador in furtherance of this Agreement and, as to Ambassador, the limited, transferable, non-exclusive, royalty-free license to use Ambassador's Trademarks, logos, branding,





600 University Street, Suite 1000, Seattle WA 98101

websites, domain names, and derivatives thereof content, and Ambassador's expertise and Ambassador's goodwill, by GGC and Ambassador in furtherance of this Agreement.

"Donation" are those products donated to the GOODS Program by others, products purchased by Greater Good Charities for donation by the Program, and other in-kind transfers made in support of the GOODS Program and or other GGC Programs.

"Handling Fee" means an amount paid by an Ambassador to GGC to offset costs incurred by Greater Good Charities. It is calculated based on either a) the net weight of the Donation if packaged by weight, b) the pallet count of the donation if packaged by quantity, or c) the cost of moving donations of goods.

"Market" means the United States and internationally, as applicable.

"Marketing Efforts" are any and all activities engaged in by Ambassador in furtherance of its obligations under this Agreement, which shall include but are not limited to all mutually agreed-upon cooperative marketing events, promotions, speaking engagements, social media or website postings, advertisements, announcements, or the publishing of content, either virtual or in-person, on a platform agreed upon by the Parties, which Marketing Efforts shall be at all times in compliance with all applicable state and federal laws and regulations.

"Marketing Expenses" are any and all expenses incurred by the Ambassador in furtherance of its Marketing Efforts.

"Recipient" means a non-profit organization, a federal/state/local governmental agency, or an otherwise qualifying group serving its local community and meeting the standards, procedures, and guidelines, as dictated by the Ambassador and compliant with the requirements further defined in Sections III and X below ("Procedures"). The Recipient shall be primarily engaged in offering goods and services to assist individuals and or their animals during times of need. Such circumstances include but are not limited to operating animal welfare facilities, disaster relief, hunger, and homelessness programs, etc. Ambassador, acting in its capacity as a community welfare organization, may also be a Recipient. An Ambassador, also acting in the capacity as Recipient, shall in all circumstances be held to the conditions and obligations applicable to Recipients.

"Trademarks" means trademarks, trade dress, service marks, service names, trade names, logos, designs, certification marks, collective marks, collective membership marks, emblems, signs, insignia and other designations of source, quality, association or origin and general intangibles of like nature, whether registered or unregistered, all registrations and applications for or relating to the foregoing and all renewals thereof, together with all goodwill associated with or symbolized by any of the foregoing and all common law rights with respect to any of the foregoing.

## **II. GREATER GOOD CHARITIES' OBLIGATIONS**

Greater Good Charities, through its GOODS Program, shall:

- A. Source and negotiate Donations to GGC or directly to an Ambassador on behalf of GGC, using its best efforts to identify, secure, and transport Donations, to a destination determined by and acceptable to GGC, in coordination with the Ambassador.
- B. Maintain a website presence in support of managing and advertising GGC's GOODS Program.
- C. Be responsible for processing applications from prospective Ambassadors and provide necessary training to qualified and approved Ambassadors.



- D. Provide GOODS Program Procedures, documentation, and support (including but not limited to distribution criteria guidelines and protocols, and inventory and data management requirements) as required for Ambassador's compliance with the GOODS Program's management and reporting obligations specified in this Agreement and all Program Procedures. Such Procedures shall be incorporated herein by reference and made part of this Agreement.
- E. Monitor the FDA website and communications from Donors to identify any Donation that is or may be subject to recall and make reasonable efforts to notify Ambassador of any such notices.
- F. Maintain ownership, ultimate control, and direction of all Donations received, stored, and entrusted to Ambassador until transferred to a qualified and approved end use, redirected as requested by GGC, or returned to GGC for any reason.
- G. Inform Ambassador of all potential handling fees that may incur before Ambassador accepts any the Donations subject to those handling fees.

### **III. AMBASSADOR 'S OBLIGATIONS**

Ambassador shall:

- A. Be a non-profit organization, a federal/state/local governmental agency, or an otherwise qualifying group having and maintaining in good standing its tax-exempt status during the entire period of Ambassador's relationship with GGC.
- B. Have been in existence for at least two fiscal years and provide to GGC an independently audited financial statement or other documentation acceptable to GGC regarding its financial status for the previous two fiscal years.
- C. Engage and utilize, to the extent necessary for proper operation of its business, those professionals deemed appropriate.
- D. Always act on behalf of GGC in the receipt, control, and distribution of any Donations including all transactions with any Program Recipients and or qualified and approved third-party entities.
- E. Be responsible for all costs associated with receiving, managing, and redistributing the GGC-owned Donation to any Program Recipients and or qualified and approved third-party entities. Specifically, Ambassador shall be able to receive, unload, inventory, warehouse, breakdown and or re-configure, and orderly distribute large volumes of palletized product (typically 18-wheel truckloads).
- F. Comply fully with the GOODS Program Procedures incorporated by reference herein. GOODS Program Procedures are provided separately and subject to change and updating by Greater Good Charities.
- G. Receive and manage Donation in a secure, safe, and sanitary manner. Ambassador shall specifically protect food and other perishable goods against weather, deterioration from temperature or humidity, and consumption or contamination by bacteria, chemicals, fungus, insects, birds, rodents, or other animals.
- H. Not sell, convey, transfer, barter, submit for refund, or donate any Donation or portion thereof in exchange for money, property, services, advantage, inducement, or otherwise allow any Donation to enter commercial channels in violation of the terms of this Agreement without the express written permission from GGC. Any such act by the Ambassador or otherwise known and





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permitted by the Ambassador shall constitute conversion of the Donation. The Ambassador shall recover any such converted Donation in the original condition or compensate GGC at Fair Market Value for any Donation.

- I. Not distribute Donations after its best by date unless authorized, in writing, by GGC or GGC's Donors. Contact the GOODS Program Manager to discuss solutions for product not distributed by the "Best By" date.
- J. Ambassador shall identify and screen prospective recipient groups in a manner that ensures any approved recipients' participation is in full compliance with all GOODS Program criteria and requirements.
- K. The terms and conditions of Ambassador / Recipient relationship shall be the responsibility of the Ambassador. However, Ambassador is responsible for Recipients' compliance with, at a minimum, the same terms and conditions Ambassador must comply with in this agreement when acting as a Recipient. Ambassador may be suspended or terminated, in GGC's sole discretion, for Recipient non-compliance with the GOODS Program requirements.
- L. Ensure distributions are made only to approved Recipients in good standing and in full compliance with all GOODS Program obligations. Ambassador assumes responsibility for the safe, proper, and equitable distribution of Donations.
- M. Return or redirect any Donation as requested by GOODS Program management. In times of national emergency, natural disaster, or other exigent circumstances, GGC reserves the right to suspend, recall and/or redirect any Donations. Ambassador recognizes and agrees to all such requests from GGC and shall comply to all such requests with little or no prior notice.
- N. Follow Procedures provided by GGC's GOODS Program for distribution to Recipients with respect to:
  - a. Verifying the eligibility and qualifications of Recipients, as further explained in the GOODS Program Procedures.
  - b. Assuring equitable distribution of Donation to Recipients, as further explained in the GOODS Program Procedures.
  - c. Assuring compliance by Ambassador and Recipient with the relevant provisions of FDA Guidance for Industry 68.
  - d. Maintaining accurate records of Donation distributions.
  - e. Provide, in an electronic format acceptable to GGC, all required data reporting. Ambassador shall be responsible for any data conversion and integration necessary to its systems to provide to GGC compatible electronic data feeds.
  - f. Ensure all required reporting is timely provided to GGC, including any reporting by to be shared with GGC between Ambassador and its Recipients / third parties.
  - g. Provide appropriate licensing and permissions for the use of all Recipient contact information, shared media and any other public facing materials, whether or not used by GGC or its Donors, contractors, and or other approved third parties.



- O. Use forms provided for recording the transfer of all Donations to Recipients and for establishing liability protection for GGC Donors, Greater Good Charities, and its Ambassadors. Upload copies of the signed documents to an assigned electronic repository. The forms and the data gathered and submitted thereon are the property of Greater Good Charities.
- P. Pay and collect handling fees according to the Program's fee schedule. The handling fees specified in the fee schedule may be adjusted at any time by GGC on thirty (30) days' written notice to Ambassador. Ambassador shall promptly pay to GGC any handling fees due.  
**AMBASSADOR ACKNOWLEDGES AND AGREES THAT IT IS ACTING AS A FIDUCIARY AND OWES A FIDUCIARY DUTY TO GGC IN CONNECTION WITH AMBASSADOR'S OBLIGATIONS, POSSESSION AND HANDLING OF ALL DONATIONS, AND PROGRAM MONIES.**
- Q. Promptly pay any invoices, service charges and other costs due or owed to GGC, notwithstanding any amount of fees collected in trust for GGC, by the due date and pursuant to terms in effect at the time of the Donation. Overdue payments to GGC are subject to interest (i.e., a rate of 1.5% per month until the invoice is paid in full). Ambassador's obligations shall continue for the duration of this Agreement and thereafter until all funds owed and due to GGC have been paid in full. The obligations of this subparagraph shall survive the termination or expiration of this Agreement. GGC may suspend Donations to Ambassador until any delinquency is paid in full.
- R. Maintain a website and/or social media page on which the partnership with Greater Good Charities is represented. All such public-facing references to GGC shall be submitted to GGC for review and approval.
- S. Submit to GGC's GOODS Program all required media and reporting that demonstrates the benefits of the GOODS Program. The frequency and requirements of such reporting shall be as described in procedures provided by GGC.
- T. Abide by policies, procedures, record keeping or any restrictions or conditions of distribution, if any, imposed by a GGC Donor or by GGC and communicated to Ambassador through the GOODS Program or GGC management. To the extent such policies, procedures, record keeping or any restrictions or conditions of distribution affect Recipients, Ambassador is responsible for informing, supervising, and managing Recipient compliance.
- U. Assume responsibility for and enforce the requirements that Recipients not sell, raffle, transfer, trade, present for refund, use for advantage, or barter any Donation or portion thereof in exchange for money, property, or services or otherwise allow any Donation to enter commercial channels. It is the sole responsibility of the Ambassador to manage and terminate Recipients found violating the terms and conditions of the program. Greater Good Charities reserves the right to suspend or terminate the Ambassador responsible for any Recipient group found violating GOODS terms and conditions of the GOODS Program participation.
- V. Notify GGC of any change in tax-exempt status, change in operation as a logistics-capable organization, reduction in its ability to receive, handle or distribute Donation, cancellation of their supply distribution program, and/or change in Ambassador's authorized personnel or changes and additions to delivery location(s). Ambassador shall give written notice to GGC's GOODS Program in accordance with Section V (Notices) of this Agreement, promptly following any change in Ambassador's obligations.



- W. Permit monitoring by a GGC representative and provide documentation, to the extent deemed reasonable and necessary by GGC to verify compliance with Ambassador's obligations under this Agreement.
- X. Use the Procedures provided by GGC's GOODS Program only for the purposes of this Agreement and not to disclose them to others except as required for review by their internal organization and counsel, or as required by law. GCC acknowledges that as a governmental agency, Ambassador is subject to the California Public Records Act and/or other applicable freedom of information or sunshine laws.
- Y. In cases where Ambassador also conducts welfare-related distribution activities and receives Donations for its use, 1) Ambassador shall apply the GOODS Program equitable distribution procedures to account for its needs on the same basis as all other Recipients.
- Z. Contact GGC's GOODS Program for instructions regarding disposition of any Donation not distributed by Ambassador prior to the product's "Best By Date" or not distributed for other reasons.
- AA. At all times, maintain the highest ethical and professional standards while associated with GGC. Ambassador's conduct and treatment of associated third parties reflects directly on Greater Good Charities and its donors and Programs. Any reputational harm to GGC, perceived or real and in GGC's sole discretion, will be grounds for immediate termination of this Agreement.
- BB. Demonstrate professional behavior at all distribution events, in all communications and media, including but not limited to, websites, e-mails, and social media posts, and during any interactions with Recipients, organization volunteers, and/or other third parties.
- CC. Conduct all operations in a safe and secure manner for all participants. Enforce all safety requirements during such operations.
- DD. Immediately report violations or concerns of unethical or unprofessional behavior on the part of Recipients to GOODS' Programs Manager. Although it is the Ambassador's responsibility to manage its Recipients and to enforce all Program requirements, GGC must be kept informed of all Program-related matters that might affect its management, reputation, and or success.
- EE. Observe principles of integrity, professionalism, and privacy when posting online, including but not limited to, Facebook, Instagram, TikTok and Twitter communities. Express oneself with GGC and Donor values in mind. If your posts may conflict with such values, seek assistance from GGC Marketing staff before posting content. Promptly remove inaccurate, unprofessional, or misleading postings by Ambassador, if requested by GGC. GGC acknowledges that as a governmental entity Ambassador cannot remove posts from the public.
- FF. **AMBASSADOR HEREBY RELEASES GREATER GOOD CHARITIES, ITS DONORS, CONTRACTORS AND THIRD PARTIES, INCLUDING THE DIRECTORS, EMPLOYEES AND OTHERS ASSOCIATED WITH THESE ENTITIES, FROM ANY AND ALL LIABILITY ARISING FROM THE RECEIPT, HANDLING, STORAGE, DISTRIBUTION, USE, AND/OR CONDITION OF DONATIONS. AMBASSADOR FURTHER AGREES TO INDEMNIFY, AS PERMITTED BY LAW, AND HOLD HARMLESS GREATER GOOD CHARITIES, ITS DONORS, CONTRACTORS AND THIRD PARTIES, INCLUDING THE DIRECTORS, EMPLOYEES AND OTHERS ASSOCIATED WITH THESE ENTITIES AGAINST ANY AND ALL DAMAGES, LOSSES, CLAIMS, CAUSES OF ACTION AND SUITS OF LAW OR IN EQUITY OR ANY**



**OBLIGATION WHATSOEVER ARISING OUT OF OR ATTRIBUTED TO ANY ACTION OF, OR IN CONNECTION WITH AMBASSADOR'S RECEIPT, HANDLING, STORAGE, DISTRIBUTION, USE, AND/OR CONDITION OF DONATIONS.**

To the extent permitted under applicable law, in no event shall Greater Good Charities or its Donors, including their respective officers, employees, directors, or volunteers, be held liable for any direct, indirect, incidental, special, consequential, or exemplary damages. This release and indemnity may not be applicable to certain governmental agencies.

**IV. USE OF GREATER GOOD CHARITIES' PROPRIETARY AND INTELLECTUAL PROPERTY**

- A. Ambassador acknowledges and agrees that Greater Good Charities expressly retains all ownership, right and title to its confidential information, proprietary and intellectual property, including trademarks, agreements, procedures, and policies and that by virtue of this Agreement, Ambassador is merely being granted a limited, revocable license to use GGC or GOODS trademarks, brand names, logos, graphics, designs and goodwill associated with GGC or GOODS (the "Marks") solely in furtherance of the rights and obligations set forth in this Agreement.
- B. Ambassador's limited license to use GGC or GOODS' Marks is revocable, non-exclusive, and royalty-free. Ambassador shall, upon receipt of verbal, written, or electronically transmitted (via e-mail) demand by GGC, immediately cease to use GGC's marks and or other properties.

**V. NOTICES**

- A. Any notice provided for under the terms of this Agreement by one Party to the other Party may be affected by: (a) personal delivery in writing or registered or certified mail, return receipt requested, (b) e-mail with delivery confirmation, or (c) verbally if confirmed in writing (email is acceptable) in accordance with this Section within 2 (two) calendar days. A change of address may be sent to the other party in accordance with the provisions of this paragraph.
- B. The physical and e-mail address for notices shall be as follows:

<b>For Greater Good Charities' GOODS Program:</b>	<b>For Ambassador:</b>
Mailing Address Greater Good Charities Attn: Legal Department 6262 N. Swan Rd., Suite 165 Tucson, AZ 85718 e-mail: legal@greatergood.org	





600 University Street, Suite 1000, Seattle WA 98101

## VI. NO WARRANTIES OR REPRESENTATIONS

**AMBASSADOR ACKNOWLEDGES AND AGREES THAT IT ACCEPTS DONATION “AS IS” WITHOUT ANY EXPRESS OR IMPLIED WARRANTIES. TO THE EXTENT PERMITTED BY APPLICABLE LAW, GREATER GOOD CHARITIES AND ITS DONORS EXPRESSLY DISCLAIM ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE. AMBASSADOR FURTHER ACKNOWLEDGES AND AGREES OTHER THAN AS EXPRESSLY SET OUT IN THESE TERMS OR ADDITIONAL TERMS, NEITHER GREATER GOOD CHARITIES NOR ITS DONORS, SUPPLIERS OR DISTRIBUTORS MAKE ANY SPECIFIC PROMISES ABOUT THE SERVICES ASSOCIATED WITH THE PROGRAM. FOR EXAMPLE, GGC DOES NOT MAKE ANY COMMITMENTS ABOUT THE SCHEDULING OR PERFORMANCE OF ANY SERVICES, THE SPECIFIC FUNCTIONS OF THE SERVICES, OR THEIR RELIABILITY, AVAILABILITY, OR ABILITY TO MEET A PARTICULAR NEED. GGC PROVIDES THE SERVICES “AS IS.”** No person is authorized to provide any warranty on behalf of or to assume any liability for Greater Good Charities or its Donors.

## VII. DEFAULT OR BREACH

- A. It is the intention of the Parties to consider, interpret, and rely on every term of this Agreement as a dependent covenant, material to the essence of this Agreement. Except where stated otherwise, specifically as to any particular term set forth herein, all terms, conditions, duties, and obligations of this Agreement are and must be treated as both material and dependent for all purposes, including specifically for purposes of applying the “prior breach” doctrine. A breach of any such provision shall be deemed to go to the essence of this Agreement and would destroy the whole consideration and purpose of this Agreement.
- B. Upon such breach or threatened breach, Greater Good Charities, in its sole discretion and election may (i) determine and apply remedial measures to gain compliance with Ambassador’s obligations, (ii) obtain a preliminary, temporary, and or permanent injunction against any and all such actions without bond, (iii) seek to recover from Ambassador monetary damages to Greater Good Charities arising from such breach or threatened breach and all costs and expenses (including reasonable attorney’s fees) incurred by Greater Good Charities in enforcement of such covenants or (iv) may terminate this Agreement. Failure to apply a remedial measure or file suit does not constitute waiver of any breach. The remedies described herein are cumulative.
- C. If Greater Good Charities applies remedial measures, such measures are at the sole discretion of Greater Good Charities and may be withdrawn at any time for any reason.
- D. If Greater Good Charities terminates this Agreement, termination shall be effective immediately upon receipt of written notice. The Ambassador shall cooperate fully with GGC and immediately relinquish any right to receipt, possession, or distribution of the Donation. Greater Good Charities shall have the immediate right to reclaim Donation from Ambassador. Control and possession of Donation shall be returned to Greater Good Charities within a reasonable time, but not to exceed seven (7) business days from the date of notice of termination to Ambassador. The period provided for return of the Donation may be extended in GGC’s sole discretion. Ambassador shall bear the expense of return packaging, loading, and shipping to such location as Greater Good





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Charities determines. Ambassador shall also immediately cease all use of GGC marks and return any materials to GGC, as further explained in Section IV. B above.

- E. If return of control and possession of the Donation to Greater Good Charities is not feasible for any reason, in Greater Good Charities' sole judgment, including but not limited to damage, destruction and/or misapplication of Donation, Ambassador agrees to pay Greater Good Charities the retail purchase price of the Donation, plus applicable interest at a rate of 6% (six percent) per annum. Interest shall begin to accrue from the 30th (thirtieth) day after Ambassador receives demand for payment from GGC.

### VIII. RELATIONSHIP OF PARTIES

Ambassador agrees that all Services will be rendered by it as an independent contractor and that this Agreement does not create an employer-employee relationship between the Ambassador and GCC. The Ambassador shall have no right to receive any employee benefits provided by GCC to its employees. Ambassador agrees to pay all taxes due in respect of the income or fee and to indemnify tGCC in respect of any obligation that may be imposed on tGCC to pay any such taxes or resulting from Ambassador's being determined not to be a recognized nonprofit or independent contractor. This Agreement does not authorize the Ambassador to act for Greater Good Charities, Donors, or others as an agent or to make commitments on behalf of Greater Good Charities or its Donors.

### IX. NO WAIVER

Pursuit or waiver of any remedy described above shall not preclude pursuit of any other remedy provided in this Agreement or any other remedy provided by law or equity, nor shall pursuit of any remedy provided for in this Agreement constitute a waiver of any amount due from Ambassador under this Agreement or of any damages accruing by reason of the violation of any of its terms, provisions, and covenants. No waiver of any violation shall be deemed or construed to constitute a waiver of any other violation or other breach of any of the terms, provisions, and covenants contained in this Agreement, and forbearance to enforce one or more of the remedies provided in an event of default shall not be deemed or construed to constitute a waiver of such default or of any other remedy provided for in this Agreement.

### X. FORCE MAJEURE

In the event that either Party is unable to fulfill its obligations under the terms of this Agreement by an act of God, by acts of war, riot, or civil commotion, by an act of State, by strikes, fire, flood, or by the occurrence of any other event beyond the control of the Parties hereto, that Party shall be excused from such performance only for that period of time as is reasonably necessary after such occurrence abates for the effects thereof to have dissipated. **Notwithstanding the Force Majeure provision, Ambassador shall not under any circumstances sell, convey, raffle, transfer, or donate any Donation in violation of the terms of this Agreement without the express written consent of Greater Good Charities.**

### XI. PROCEDURES

This Agreement shall incorporate the terms and conditions of the Greater Good Charities GOODS Program Procedures, as provided to the Ambassador, except that to the extent there is a conflict between the terms and conditions of this Agreement and the terms and conditions of the Procedures, this Agreement shall govern. GGC's GOODS Program, in its sole discretion, may modify the Procedures from time to time, and any such changes shall be communicated in writing to Ambassador within thirty (30)





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days of the effective date of such changes. Ambassador shall use the most recent version of the Procedures.

## **XII. ENTIRE AGREEMENT**

- A. This Agreement along with all Exhibits and incorporated references embodies the entire Agreement between the Parties. Any and all other agreements, either oral or in writing, between the Parties, are, by mutual agreement, void or superseded. This Agreement, its exhibits and anything incorporated by reference represent the entirety of terms governing the relationship of the Parties with respect to the subject matter hereof.
- B. Each Party to this Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by either Party, or anyone acting on behalf of either Party, that are not set forth in this Agreement, and that no agreement, statement, or promise not contained in this Agreement shall be valid or binding.
- C. This Agreement may not be modified or changed without prior written consent of both Parties.

## **XIII. ASSIGNMENT**

This Agreement may not be assigned, delegated, or transferred in whole or in part by either Party without the other Party's prior written consent.

## **XIV. SEVERABILITY**

If any provision in this Agreement is held unenforceable, that provision shall be modified to reflect the Parties' intention and all remaining provisions shall be given full force and effect.

## **XV. FORUM SELECTION AND VENUE**

This Agreement shall be construed under the laws of the State of Washington without regard to the Conflicts of Laws provisions of Washington or any other jurisdiction, and any suit brought to enforce this Agreement shall be brought in Seattle, King County, Washington, or any other such venue as mutually agreed by the Ambassador and Greater Good Charities.

## **XVI. SURVIVABILITY**

The following provisions shall survive termination of this Agreement:

- a. Parties shall maintain confidentiality of this Agreement, the Program Procedures, and all other related documents.
- b. All representations by a Party.
- c. Ambassador's indemnity, if applicable, of Greater Good Charities and its Donors.
- d. Ambassador's payment of handling fees.
- e. Ambassador's fiduciary duties, consequences of, and remedies for a material breach.

## **XVII. TERM OF AGREEMENT**

- A. This Agreement shall commence as of the date entered below and shall remain in effect for a period of one (1) year (the "Initial Term."), ending on the first day of July each year. For any agreement executed within six (6) months of the first day of July, the initial term of the Agreement shall be one year plus the remainder of days prior to the first of July. In no event shall the initial term of this Agreement be longer than eighteen (18) months. This Agreement shall be reviewed prior to





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termination by GGC with the purpose of renewal on the Termination Date unless earlier terminated by Greater Good Charities or Ambassador on thirty (30) days' written notice in advance of the expiration of the initial term or any renewal term in accordance with this Agreement. See VII, D.

- B. Upon the expiration or termination of this Agreement, including expiration without renewal, Ambassador shall (a) pay, within thirty (30) days, all fees due to Greater Good Charities; (b) discontinue any further distribution of Donations and effect their timely return to GGC's GOODS Program; (c) refrain from making any reference regarding any affiliation with GGC; and (d) cease any further use of GGC marks and promotional/educational materials, as explained in Section IV above.

#### **XVIII. COUNTERPARTS**

This Agreement may be executed in separate counterparts, with electronic signatures, each of which when so executed shall be an original, but all such counterparts shall together constitute but one and the same instrument.

By their signatures below, the Parties hereby agree to the terms and conditions of this AMBASSADOR AGREEMENT.

##### **For GREATER GOOD CHARITIES:**

By: \_\_\_\_\_ Phone: \_\_\_\_\_  
Name: \_\_\_\_\_ e-mail: \_\_\_\_\_  
Title: \_\_\_\_\_ Date: \_\_\_\_\_

##### **For Ambassador:**

By: \_\_\_\_\_ Phone: \_\_\_\_\_  
Name: \_\_\_\_\_ e-mail: \_\_\_\_\_  
Title: \_\_\_\_\_ Date: \_\_\_\_\_



# BOARD LETTER/MEMO CLUSTER FACT SHEET

☒ Board Letter

☐ Board Memo

☐ Other

<b>CLUSTER AGENDA REVIEW DATE</b>	8/31/2022		
<b>BOARD MEETING DATE</b>	9/13/2022		
<b>SUPERVISORIAL DISTRICT AFFECTED</b>	As 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>	AMENDMENT TO TRASH REMOVAL SERVICES CONTRACT		
<b>PROGRAM</b>	Public Housing		
<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: \$400,000	Funding source: Program funds included in the LACDA's approved Fiscal Year 2022-2023 budget	
	TERMS (if applicable):		
	Explanation: Amendment will increase the annual contract amount by \$400,000, to a total of \$1,030,000.		
<b>PURPOSE OF REQUEST</b>	The purpose of this action is to increase the annual compensation by an additional \$400,000 for the remaining terms of the Contract due to the need to comply with state law. In 2016, the State of California passed Senate Bill (SB) 1383, California's Short-Lived Climate Pollutant Reduction Strategy, aimed at reducing methane and other greenhouse gas emissions statewide. The bill established targets to meet by 2025, by which time all jurisdictions are to implement regulations to achieve compliance.		
<b>BACKGROUND (include internal/external issues that may exist including any related motions)</b>	The LACDA's current Contract with Athens provides a complete trash removal service by furnishing two trash bins, one for recycling and one for all other trash. Although, the needs of the public housing developments are currently met, the current Contract authority is only sufficient to cover existing services and small as-needed requests. Compliance with SB 1383 requires that the LACDA establishes a new service for organic waste removal. The addition of such service will permit the LACDA to provide all necessary services per state requirements. The new service will be added to 38 public housing developments, which require roughly 137 organic waste trash bins.		
<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: Twima Earley, Director of Housing Operations, (626) 586-1900, <a href="mailto:Twima.Earley@lacda.org">Twima.Earley@lacda.org</a>		



September 13, 2022

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:

**AMENDMENT TO TRASH REMOVAL SERVICES CONTRACT  
(ALL DISTRICTS) (3 VOTE)**

**SUBJECT**

This letter recommends approval of an amendment to the Los Angeles County Development Authority's (LACDA) existing trash removal services contract (Contract) with Arakelian Enterprises DBA, Athens Services (Athens), to increase the annual contract amount by \$400,000, to a total of \$1,030,000 for trash removal services. Athens Services currently provides trash removal services to multiple buildings managed by the LACDA.

**IT IS RECOMMENDED THAT THE BOARD:**

1. Find that approval of an amendment to the existing Contract is not subject to the provisions of the California Environmental Quality Act (CEQA), as described herein, because the activities are not defined as a project under CEQA.
2. Authorize the Executive Director or designee to execute an amendment to its Contract with Athens to increase the annual compensation to \$1,030,000, using program funds included in the LACDA's approved Fiscal Year 2022-2023 budget, following approval as to form by County Counsel.
3. Authorize the Executive Director or designee to execute amendments to its Contract for up to two one-year extensions, at the same annual amount not



to exceed \$1,030,000, using funds to be included in the LACDA's budget approval process, and following approval as to form by County Counsel.

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

On June 1, 2020, the LACDA awarded a one-year contract to Athens for trash removal services at up to \$630,000 after a competitive solicitation, with the option to extend up to four additional years. The Contract is currently in effect through May 31, 2023. The purpose of this action is to increase the annual compensation by an additional \$400,000 for the remaining terms of the Contract due to the need to comply with state law. In 2016, the State of California passed Senate Bill (SB) 1383, California's Short-Lived Climate Pollutant Reduction Strategy, aimed at reducing methane and other greenhouse gas emissions statewide. The bill established targets to meet by 2025, by which time all jurisdictions are to implement regulations to achieve compliance.

In order to comply with SB 1383, the LACDA will need to include organic waste removal services with Athens for its public housing developments throughout the County of Los Angeles. The Contract with Athens will need to be amended to include these additional services for the additional cost of up to \$400,000 for the remaining terms of this Contract.

### **FISCAL IMPACT/FINANCING**

There is no impact on the County General Fund.

The additional annual compensation of up to \$400,000 for a total amount not to exceed \$1,030,000 will be comprised of program funds included in the LACDA's approved Fiscal Year 2022-2023 budget and future budgets as needed.

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

The LACDA's current Contract with Athens provides a complete trash removal service by furnishing two trash bins, one for recycling and one for all other trash. Although, the needs of the public housing developments are currently met, the current Contract authority is only sufficient to cover existing services and small as-needed requests. Compliance with SB 1383 requires that the LACDA establishes a new service for organic waste removal. The addition of such service will permit the LACDA to provide all necessary services per state requirements. The new service will be added to 38 public housing developments, which require roughly 137 organic waste trash bins. While the frequency of service will depend on the individual needs of each housing development and the level of organic waste disposal, the minimum needs of LACDA properties require a service frequency of two to three days. This required service has an estimated cost \$170,000 to \$257,000, with costs increasing as service levels and frequencies are increased.



Therefore, increasing the contract authority by \$400,000 will facilitate the LACDA's transition in providing organic waste services at the public housing developments. While remaining efficient, effective, and flexible to comply with SB1383 and meeting the needs of each housing development. The LACDA will accompany the organic waste service rollout with educational materials to ensure that residents are made aware of new organic waste requirements.

This Contract will continue to primarily be federally funded and is not subject to the requirements of the Greater Avenues for Independence (GAIN) Program or the Greater Relief Opportunity for Work (GROW) Program implemented by the County of Los Angeles. Instead, Arakelian Enterprises DBA, Athens Services, will continue to comply with Section 3 of the Housing and Community Development Act of 1968, as amended, which requires that employment and other economic opportunities generated by certain U.S. Department of Housing and Urban Development (HUD) assistance be directed to low and very low-income persons, particularly to persons who are recipients of HUD housing assistance.

#### **ENVIRONMENTAL DOCUMENTATION**

The proposed amendment is exempt from the provisions of the National Environmental Policy Act pursuant to 24 Code of Federal Regulations, Part 58, Section 58.34 (a)(3) because it involves activities that will not have a physical impact on, or result in any physical changes to the environment. The action is 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 PROJECT SERVICES**

Approval of the proposed contract amendment will allow the LACDA to implement new organic waste trash removal services in compliance with SB 1383. Trash removal services are essential to maintenance, safety, and upkeep of LACDA properties.

Respectfully submitted,

EMILIO SALAS  
Executive Director



# BOARD LETTER/MEMO CLUSTER FACT SHEET

☒ Board Letter

☐ Board Memo

☐ Other

<b>CLUSTER AGENDA REVIEW DATE</b>	8/31/2022							
<b>BOARD MEETING DATE</b>	9/13/2022							
<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>	Los Angeles County Development Authority (LACDA)							
<b>SUBJECT</b>	APPROVE AN EXCLUSIVE NEGOTIATING AGREEMENT WITH CENTURY AFFORDABLE DEVELOPMENT, INC. FOR THE POTENTIAL DEVELOPMENT OF COUNTY-OWNED PROPERTY AT THE NORTHEAST CORNER OF N. MISSION ROAD AND GRIFFIN AVENUE IN THE CITY OF LOS ANGELES							
<b>PROGRAM</b>	Housing Investment and Finance							
<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>	<table border="1" style="width: 100%;"> <tr> <td style="width: 50%;">Total cost: N/A</td><td style="width: 50%;">Funding source:</td></tr> <tr> <td colspan="2">TERMS (if applicable):</td></tr> <tr> <td colspan="2">Explanation: There is no impact on the County General Fund as a result of the actions contemplated in this letter.</td></tr> </table>		Total cost: N/A	Funding source:	TERMS (if applicable):		Explanation: There is no impact on the County General Fund as a result of the actions contemplated in this letter.	
Total cost: N/A	Funding source:							
TERMS (if applicable):								
Explanation: There is no impact on the County General Fund as a result of the actions contemplated in this letter.								
<b>PURPOSE OF REQUEST</b>	Approval of an Exclusive Negotiation Agreement (ENA) between the County and Century Affordable Development, Inc. to negotiate the potential development of an affordable housing project on County-owned property located at the northeast corner of N. Mission Road and Griffin Avenue in the City of Los Angeles.							
<b>BACKGROUND (include internal/external issues that may exist including any related motions)</b>	The ENA will allow negotiations on the terms to potentially develop the County-owned property with a proposed affordable housing project, which may include up to 300 residential units with supportive housing for homeless individuals and families and homeless individuals and families living with a mental illness, in addition to low-income units. The property is part of the County's LAC+USC Restorative Care Village efforts. The property is comprised of four parcels, which total approximately 100,630 square feet in size, or approximately 2.3 acres.							
<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: Lynn Katano, Director of Housing Investment and Finance, (626) 586-1806, <a href="mailto:Lynn.Katano@lacda.org">Lynn.Katano@lacda.org</a>							



September 13, 2022

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

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 Supervisors/Commissioners:

**APPROVE AN EXCLUSIVE NEGOTIATING AGREEMENT WITH  
CENTURY AFFORDABLE DEVELOPMENT, INC. FOR THE POTENTIAL  
DEVELOPMENT OF COUNTY-OWNED PROPERTY AT THE NORTHEAST CORNER  
OF N. MISSION ROAD AND GRIFFIN AVENUE IN THE CITY OF LOS ANGELES  
(FIRST DISTRICT) (3 VOTES)**

**SUBJECT**

This letter recommends approval of an Exclusive Negotiation Agreement ("ENA") between the County of Los Angeles ("County") and Century Affordable Development, Inc. ("Century"), a California nonprofit public benefit corporation, to negotiate the potential development of an affordable housing project on County-owned property located at the northeast corner of N. Mission Road and Griffin Avenue, with APNs 5210-015-902, -904, -905, and -906, in the City of Los Angeles ("Property"). The letter also recommends approval for the Los Angeles County Development Authority ("LACDA") to act on behalf of the County in the negotiation and execution of the ENA.



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

1. Find that the proposed actions are not a project under the California Environmental Quality Act (CEQA) for the reasons stated in this Board letter and the record.
2. Find that the Property is exempt from surplus land not needed for County use during the proposed ENA term and that the proposed use of the Property for affordable housing will serve public purposes and be in the County's best interest.
3. Authorize and delegate authority to the LACDA to act on behalf of the County to execute an ENA between the County and Century, presented in substantially final form, for the potential development of the County-owned Property, for which the ENA will have a term of 180 days, with the option for a maximum of two 90-day extensions, if needed in order to negotiate the potential project, collect deposits and fees in connection with the terms of the ENA, and to administer the expenses and accounting associated with the ENA, and for its Executive Director, or designee, to execute any and all related or ancillary documents or amendments to the ENA necessary to effectuate the action authorized hereby.
4. Authorize the LACDA to act on behalf of the County to manage the predevelopment phase of the proposed project.

**IT IS RECOMMENDED THAT THE BOARD, ACTING AS THE COMMISSIONERS OF THE LOS ANGELES COUNTY DEVELOPMENT AUTHORITY:**

1. Find that the proposed actions are not a project under CEQA for the reasons stated in this Board letter and the record.
2. Authorize the LACDA to serve as the agent of the County and authorize the Executive Director or his designee to execute an ENA between the County and Century, approved as to form by County Counsel, for an initial six-month term, and to extend the term of the ENA for a maximum of up to two (2) 90-day ENA extension periods, if needed in order to negotiate the potential project, collect deposits and fees in connection with the terms of the ENA, and to administer the expenses and accounting associated with the ENA.
3. Find that the Property is exempt from surplus land not needed for County use during the proposed ENA term and that the proposed use of the Property for affordable housing will serve public purposes and be in the County's best interest.



4. Authorize the Executive Director, or his designee, to execute any and all related or ancillary documentation or amendments, approved as to form by County Counsel, which are necessary to effectuate the action authorized hereby.
5. Authorize the Executive Director, or his designee, to manage the predevelopment phase of the proposed project of the County-owned Property.

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

The purpose of the recommended action is to authorize execution of an ENA, presented in substantially final form, between the County, acting through the LACDA, and Century, which will allow for the negotiation of the potential development of an affordable housing project on County-owned Property.

### **IMPLEMENTATION OF STRATEGIC GOALS**

The approval of the proposed project and ENA is consistent with the following Strategic Goals and Objectives: 1) Countywide Strategic Plan Goal 1 - to make investments that transform lives; 2) Strategic Asset Management Goal - to prioritize needs to optimize highest and best use of assets; and 3) Key Objective 5 - to fund highest priority needs. The proposed project supports these goals and objectives by addressing the County's homeless crisis and transforming County-owned asset into safe, decent affordable and supportive housing that will serve the needs of special needs populations and families with limited means.

### **FISCAL IMPACT/FINANCING**

There is no impact on the County General Fund as a result of the actions contemplated in this letter.

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

The County is interested in entering into an ENA with Century to determine if the parties can reach an agreement on the terms to potentially develop the County-owned Property with a proposed affordable housing project, which may include up to 300 residential units with supportive housing for homeless individuals and families and homeless individuals and families living with a mental illness, in addition to low-income units. The Property is located in a community in great need of affordable housing and is part of the County's LAC+USC Restorative Care Village efforts. The Property is comprised of four parcels, which total approximately 100,630 square feet in size, or approximately 2.3 acres. The proposed development of the Property presents an opportunity to advance the County's key objectives for the area, which include enhancing the community and creating affordable housing opportunities for homeless and low-income populations.



Century plans to use prefab construction techniques to deliver the proposed project, which will include up to 300 units, and 11,000 square feet of community-serving space dedicated to workforce development and peer respite programs. All units will be reserved for households earning between 30 percent and 60 percent of Area Median Income, with two units reserved for property management personnel. Fifty percent of the units will be set-aside as supportive housing and the remaining units will serve low-income persons.

Century will execute and comply with a Community Benefits Agreement (“CBA”) related to the development of this proposed project. This CBA will be included as part of the ENA negotiations. The CBA shall be aligned with the regional community benefit priorities developed through the Health Innovation Community Partnership (“HICP”). The HICP is a coalition of partners serving the residents and communities of Los Angeles’ eastside neighborhoods, including East Los Angeles, Boyle Heights, El Sereno, Lincoln Heights, and Northeast Los Angeles. The HICP has established seven priority areas for community benefits including: health and wellness, community stability, economic development, opportunity, safety, transportation, and environmental justice.

Century was selected through a Request for Proposals (“RFP”) process, and as part of its proposal, Century included a stakeholder engagement strategy that incorporates working with residents that live in close proximity to the project area and including other key stakeholders from the area. The outreach strategy includes a two-phased approach. The first phase is project design and conception, which seeks to develop relationships with local stakeholders, and listen to, understand, and respond to feedback and/or concerns about the development, forming lines of communication and trust, and mobilizing support for the ultimate development concept and on-going service provision. Following the project design phase, Century will maintain a posture of engagement into the operations phase where it will offer a nurturing, healing environment, where residents have safe and affordable housing, and can acquire the skills and assistance needed to gain stability and self-sufficiency in maintaining housing, healthier life choices, effective parenting, and other life skills.

The proposed project is a preliminary proposal that is subject to change through negotiations, as well as input derived from the community outreach efforts. The ENA will include the following terms:

- An initial term of 180 days with options to extend the term for a maximum of two 90-day periods, if needed.
- A non-refundable ENA fee of \$25,000 and an initial ENA deposit of \$25,000, which may be replenished to cover the transaction expenses.
- The County shall not be responsible for reimbursing Century for any expenses incurred to assess the feasibility of a housing development project at the Property.

If negotiations with Century are successful, the LACDA and/or the County will return to the Board with an Option to Lease Agreement for review and approval. Such proposed project on County-owned Property is pursuant to Government Code section 25539.4, and



therefore, exempt from the California Surplus Land Act (Government Code section 54220, et seq.).

### **ENVIRONMENTAL DOCUMENTATION**

The action is not a project pursuant to CEQA because it is an activity that is excluded from the definition of a project pursuant to Section 15378 (b) of the State CEQA guidelines. The proposed action is an administrative activity of government which will not result in direct or indirect physical change to the environment. The County and the LACDA are only seeking authority to negotiate potential agreements under the ENA. No commitment to any project is being made at this time. CEQA review requirements must be completed before any commitment to a project occurs.

### **CONTRACTING PROCESS**

Century was procured through an RFP that was issued by the LACDA, acting on behalf of the County, on October 19, 2021. Prospective proposers attended a mandatory pre-proposal conference on November 10, 2021. The submission deadline was January 6, 2022.

As a result of the RFP, the County received a total of six proposals. The proposals were evaluated based on the following criteria described in the RFP:

1. Development Team Experience
2. Financial Capacity – Funding Sources Experience
3. Community Engagement Experience
4. Project Concept-Financing Strategy and Approach
5. References
6. County Requirements

Century's proposal received the highest score, with 964 points out of 1,050. Over the past 26 years, Century has exhibited a long track record of financing, developing, managing, and operating permanent supportive and affordable housing communities. Century's real estate development portfolio includes over 2,000 residential affordable and supportive housing units across 23 completed developments in Los Angeles and San Bernardino County, an additional 1,182 residential affordable and supportive housing units across 12 developments under construction or in predevelopment in Los Angeles, Riverside and Orange County; and four master-planned communities in Los Angeles County creating regional impacts with nearly 4,000 total homes to be constructed by Century and its partners (and over 1,500 units to be developed by Century independently).



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

The proposed actions will allow the County to explore the potential to increase affordable and supportive housing opportunities.

**CONCLUSION**

Please return one adopted, stamped copy of this letter to each the Chief Executive Office-Real Estate Division and the LACDA.

Respectfully submitted,

FESIA DAVENPORT  
Chief Executive Officer

EMILIO SALAS  
Executive Director  
Los Angeles County Development Authority

Enclosure



**EXCLUSIVE NEGOTIATION AGREEMENT**

by and between

**THE COUNTY OF LOS ANGELES**

and

**CENTURY AFFORDABLE DEVELOPMENT, INC.**



## **EXCLUSIVE NEGOTIATION AGREEMENT**

THIS EXCLUSIVE NEGOTIATION AGREEMENT (this "**Agreement**") is effective this \_\_\_\_ day of \_\_\_\_\_, 2022 (the "**Effective Date**"), by and between the County of Los Angeles, a public body, corporate and politic ("**County**"), acting by and through the Los Angeles County Development Authority, a public body corporate and politic (the "**LACDA**") and CENTURY AFFORDABLE DEVELOPMENT, INC. ("**Developer**"), a California non-profit public benefit corporation, on the terms and conditions set forth below. Each of County and DEVELOPER are sometimes referred to collectively herein as the "**Parties**" and individually as a "**Party**."

### **RECITALS**

- A. The County owns real property located on located at the northeast corner of Mission Road, and Griffith Avenue, which is comprised of four parcels with Assessor's Parcel Numbers (APN) 5210-015-902, 5210-015-904, 5210-015-905, and 5210-015-906, as further described in Exhibit "A" ("**Property**").
- B. Developer has provided the County with a proposal to develop an affordable housing project, which may include up to 300 residential units with supportive housing for homeless individuals and families and homeless individuals and families living with a mental illness ("**Proposed Project**") on the Property. Notwithstanding the foregoing description, the Proposed Project is a preliminary proposal that is subject to change through negotiation.
- C. A preliminary design concept plan for the Proposed Project is attached as Exhibit B.
- D. The County and Developer desire to build a project that is consistent with the County goals of: (i) creating affordable housing; (ii) completing affordable housing options in the most efficient and effective manner, and (iii) enhancing the land use and economic development goals of surrounding communities.
- E. On \_\_\_\_\_, 2022 the County's Board of Supervisors ("**County Board**") authorized the LACDA to act on its behalf and for its Executive Director, or his designee, to execute this Agreement with Developer, for the purpose of (i) analyzing the potential development of the Proposed Project on the Property and (ii) negotiating the potential terms and conditions of a potential development agreement as well as any other necessary agreements ("**Project Agreements**"). The contemplated development of the Proposed Project and execution of the Project Agreements and any other associated agreements are collectively referred to as the "**Transaction**."
- F. The execution of the Project Agreements is subject to and contingent upon the County Board's approval after compliance with the California Environmental Quality Act ("**CEQA**").



- G. The County is required to comply with CEQA in connection with the consideration and analysis of the environmental impacts of the development of the Proposed Project. Because the County has not committed to any project, including the Proposed Project, this Agreement does not constitute or evidence an approval by the County of, or commitment of the County to any action for which environmental review is required under CEQA. The County retains the absolute sole discretion to make decisions with respect to the Proposed Project, which discretion includes: (i) deciding not to proceed with development of the Proposed Project, (ii) deciding to proceed with development of the Proposed Project, and (iii) deciding to proceed with any alternative development of any portion of the Property (the “**Potential County Actions**”). There shall be no approval or commitment by the County regarding the Transaction or any alternative development of any portion of the Property, unless and until the County, or other agency serving as the Lead Agency with respect to the Proposed Project, considers the environmental impacts of the Proposed Project, in full compliance with CEQA.
- H. Developer has or will have obtained all required entitlements for the Proposed Project, including adoption of California Environmental Quality Act (“**CEQA**”) findings, and shall comply with all applicable requirements of the governmental body having or asserting land use jurisdiction over the Proposed Project (such governmental body may be referred to hereinafter as the “**Entitling Agency**”), as well as any other applicable legal requirements related to the development, construction and operation of the Proposed Project, including, but not limited to, compliance with the County’s Local and Targeted Worker Hire Policy and Community Benefits Agreement, as applicable.

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

## **AGREEMENT**

### **1. Exclusive Negotiation Agreement: Good Faith Negotiations**

- A. **Exclusive Negotiation.** During the Term (defined in Section 2.A), so long as Developer is negotiating in good faith and is not otherwise in default of its obligations under this Agreement, the County will not solicit offers or proposals from other parties concerning potential development of the parcels within the Property. The Parties will negotiate exclusively and in good faith in accordance with this Agreement regarding the negotiations and drafting of the Project Agreements. Notwithstanding the foregoing, the County may, from time to time, be contacted by other developers regarding the Property and that such contact is expressly permitted so long as the County does not initiate the contact and indicates to such developers that the County has executed this Agreement and that the County is prohibited from: (i) discussing anything concerning these negotiations with such developers; (ii) considering any offer or proposal from such other



developers; or (iii) negotiating with any such developers, until this Agreement expires or is terminated pursuant to its terms.

- B. Essential Terms. The Parties acknowledge and agree that this Agreement does not establish all the essential terms of the Transaction and that although they have set forth herein a framework for negotiation of the essential terms of the Transaction: (i) they have not set forth herein nor agreed upon many of the essential terms of the Transaction, including, among other things, the price or terms of and timing of any development; (ii) they do not intend this Agreement to be a statement of the essential terms of the Transaction; and (iii) the essential terms of the Transaction, if agreed to by the Parties, shall be set forth, if at all, in documentation and agreements negotiated, approved and executed by duly authorized representatives of each of the Parties after any and all applicable requirements of CEQA have been completed and determinations/findings made by the CEQA lead agency.

2. Duration of this Agreement

- A. Term. This Agreement shall commence on the Effective Date and shall terminate one hundred eighty (180) days thereafter (the “**Term**”). Notwithstanding the foregoing, if (i) the Parties have not executed and delivered the Project Agreements within such period and (ii) substantial progress has been made toward fulfillment of the requirements of this Agreement, the Parties may determine, in the County's sole and absolute discretion, to extend the Term for a maximum of two consecutive ninety (90) day periods. The LACDA's Executive Director, or his designee, has been authorized to execute any Term extensions entered into pursuant to this Section 2.A.
- B. Execution. No agreement or documentation that may hereafter be negotiated between the Parties with respect to the Project Agreements shall become final and binding unless and until: (i) the County and Developer have complied with all applicable requirements of CEQA pertaining to the Transaction; (ii) such documentation is approved by the Entitling Agency; and (iii) such documentation is executed by the authorized representatives of each of the Parties.
- C. Approval of the Potential County Actions. Prior to the satisfaction of the terms set forth in Section 2.B., no: (i) negotiation or preparation of any development documentation (including a Development Agreement), including without limitation, any specific terms and provisions or any form of document; (ii) review or approval by the County of various stages of proposed plans and specifications for the Proposed Project; nor (iii) cooperation or participation by the County in development applications or submittals for the Proposed Project (including, the County's execution of any such applications or submittals),



shall constitute the County's approval of the Proposed Project or the Transaction or a commitment to take any actions.

3. RESERVED

4. Agreements to be Negotiated.

- A. Project Agreements. The County and Developer shall work in good faith to negotiate and jointly prepare the Project Agreements. The Project Agreements shall include, without limitation, provisions relating to the design and development of the Proposed Project, a schedule of performance, and the Parties' obligations during the term of the Project Agreements.
- B. Other Agreements. If the Transaction will involve other agreements, such as licenses and/or dedications, each of those agreements shall be addressed in the Project Agreements and negotiated in accordance with applicable County policies and procedures and the County Board's authority.

5. County Responsibilities.

- A. Exclusive Negotiations. So long as Developer is negotiating in good faith and is not otherwise in Default (as defined in Section 12.C) of its obligations under this Agreement, the County shall negotiate exclusively and in good faith with Developer, as set forth in Section 1.A.
- B. Schedule of Performance. The County shall meet the milestones required of the County, as set forth in the schedule of performance attached hereto as Exhibit C, which schedule may be modified during the Term as agreed between the Parties (the "**Schedule of Performance**").
- C. County Discretion. The County is not approving, committing to, or agreeing to undertake: (i) the Proposed Project or any development; (ii) disposition, sale or lease of land to Developer; or (iii) any other acts or activities requiring the subsequent independent exercise of discretion by the County.
- D. Funding. The County has not agreed to fund, subsidize or otherwise financially contribute in any manner toward the development of the Proposed Project.
- E. Other Covenants. The County shall perform such other covenants and obligations required of the County as explicitly set forth in this Agreement.

6. Developer's Responsibilities.

Without limiting any other provision of this Agreement, during the Term, Developer, at its sole cost and expense, shall prepare and submit the following information



and documents and perform the following acts, all in furtherance of the negotiation process:

- A. Project Information. The County, together with Entitling Agency and all other agencies having regulatory jurisdiction over the Proposed Project, will require planning and design approval for the Proposed Project. Developer shall meet with representatives of the County and Entitling Agency to review and come to a clear understanding of the planning and design requirements of Entitling Agency and other agencies, as may be required, for the Proposed Project.
- B. Schedule of Performance. Developer shall meet the milestones required of Developer, as set forth in the Schedule of Performance, unless otherwise modified during the Term as agreed between Parties through written notice.
- C. Notice of Governmental Meetings. Developer shall provide at least two (2) weeks' prior written notice to the County of any substantive meetings with governmental officials (including staff) relating to the Proposed Project and allow the County to attend such meetings, at the County's sole discretion. Developer shall keep the County fully informed during the Term regarding all substantive matters and meetings affecting the Proposed Project.
- D. Environmental Documents and Entitlements. Developer shall provide to the County, in accordance with the Schedule of Performance, conceptual plans, renderings, schematic drawings, programmatic plans and copies of all other information and documentation (the "**Project Plans**") that is submitted to the Entitling Agency, which is necessary to make appropriate findings pursuant to CEQA. Developer shall bear all costs and expenses associated with the preparation and certification of any required environmental documents and of the Project Plans.
- E. Further Information. The County reserves the right, at any time, to request from Developer, and Developer shall provide in a timely manner, additional or updated non-legally privileged information about Developer or the Proposed Project as requested by the County.
- F. Design Review Process. Developer shall engage and coordinate with the County on the design of the Proposed Project, and the design shall be subject to the County's review and approval (as well as that of any other agency having jurisdiction) as set forth in the proposed Project Agreements. Developer shall provide at least two (2) weeks' prior written notice to the County of all design meetings and a three (3) week review period for each design submittal.
- G. Other Covenants. Developer shall perform such other covenants and obligations required of Developer as explicitly set forth in this Agreement.



7. No Commitment to Any Project; Independent Judgment.

- A. No Commitment to Any Project. The Parties acknowledge and agree that the County: (a) has not committed to, authorized or approved the development of the Proposed Project or any other proposed improvements on the Property; (b) retains the absolute sole discretion to modify the Proposed Project as may be necessary to comply with CEQA or for any other reason; (c) may modify the Proposed Project, or decide not to proceed with the Proposed Project, as may be necessary to comply with CEQA, or for any other reason as determined in the County's sole and absolute discretion; and (d) is not precluded from rejecting the Proposed Project, or from weighing the economic, legal, social, technological, or other benefits of the Proposed Project against its unavoidable environmental risks when determining whether to approve the Proposed Project. Further, the Parties acknowledge and agree that no activities that would constitute a project under CEQA, including the Proposed Project, may be commenced until necessary findings and consideration of the appropriate documentation under CEQA are considered and feasible mitigation measures and alternatives to the Proposed Project, including the "no project" alternative, required in connection with CEQA may be adopted by the Entitling Agency.
- B. Independent Judgment. The County will exercise independent judgment and analysis in connection with any required environmental reviews or determinations under CEQA for the Proposed Project, shall have final discretion over the scope and content of any document prepared under CEQA and shall have final discretion over the extent of any studies, tests, evaluations, reviews or other technical analyses. Any consultants retained for the purpose of preparing CEQA documentation shall reasonably comply with any directions from the County with respect thereto.

8. Inspections.

During the Term, Developer may conduct such inspections, tests, surveys, and other analyses ("**Inspections**") as Developer and the County may deem reasonably necessary to determine the condition of the Property or the feasibility of designing, developing, constructing, leasing and financing the Project and shall complete such Inspections as promptly as reasonably possible within the Term. Any entry onto the Property by Developer or its employees, agents, contractors, successors and assigns, shall be in accordance with a Right of Entry agreement, in the form attached hereto as Exhibit D (the "**ROE**"). Pursuant to the ROE, Developer shall coordinate and schedule the time(s) of its entry on to the Property to meet the County requirements. No entry on the Property by any Developer Party may materially interfere, conflict with or impair any other operations or activities on the Property, as set forth in the ROE.



9. Plans, Reports, Studies, and Entitlements.

- A. County Information. The County, in its reasonable discretion, may make available to Developer, upon Developer's written request, existing information and plans regarding the Property and needed for the development of the Proposed Project.
- B. Provision of Development Documents. All plans and any reports, investigations, studies (including reports relating to the soil, geotechnical, subsurface, environmental, and groundwater conditions of the Property, entitlement applications, CEQA-related and other environmental documents, and reports filed in connection therewith) with respect to the Property, Proposed Project and Developer's intended use of the Property (collectively, the "**Development Documents**") shall be prepared at Developer's sole cost and expense. Developer shall timely provide the County without representation as to warranty, subject to the confidentiality provisions in Section 15, without cost or expense to the County, copies of all final non-legally privileged Development Documents prepared by or on behalf of Developer. Developer shall include in its contractors' and consultants' contracts the right to assign the Development Documents to the County.
- C. Entitlements. The County, as the owner of the Property, and as market participant in this Agreement shall cooperate with Developer in Developer's attempt to procure the necessary entitlements for the Proposed Project, provided (i) such entitlements and any related applications, submittals, and/or covenants do not encumber the County's fee interest in the Property or place obligations on the County; and (ii) Developer timely provides the County with copies of all proposed and final filings, submittals and correspondence relating to any entitlement applications. Should Developer abandon an entitlement application, the County shall have the right to take over such application and Developer shall cooperate with the County to complete any such entitlement process started by Developer provided that the County shall indemnify, or defend and hold Developer harmless from any future actions of the County or any of its successors and assigns in connection therewith with such usage of the application or Developer's cooperation. If the Proposed Project is not built, Developer shall cooperate with the County to seek removal of any entitlement obtained by Developer for the Property, which the County desires to be removed. Developer acknowledges and agrees that nothing in this Agreement constitutes a waiver of the County's regulatory or police powers with respect to the Transaction or the Proposed Project, and that the County's regulatory review and regulation of the Proposed Project, the desired entitlements and the construction and operation of the Proposed Project shall not be subject to any terms or conditions set forth in this Agreement. The obligations contained in this Section 9.C shall survive termination, expiration or revocation of this Agreement.



10. Indemnity and Insurance.

- A. Indemnity. Developer shall indemnify, defend (with counsel reasonably approved by the County) and hold harmless County and its affiliates, including LACDA and any nonprofit corporation or other entity in which County is a member, and its and their respective subsidiaries, members, shareholders, beneficiaries, attorneys, agents, trustees, successors, assigns, and any individual (employee, officer, partner, director, member, commissioner or board member) employed by or acting on behalf of any of the above entities, from any liability, claims, losses, costs, expenses, or damages (including, without limitation, reasonable attorneys' fees and costs) (collectively, "**Claims**"), in any way arising out of acts or omissions related to the following, and without requirement that the County first pay such Claims: (i) any acts or omissions of any Developer Party (as defined below) that constitute (a) a material breach of any Developer obligation under this Agreement, (b) negligence by a Developer Party that arises out or is related to this Agreement or the Property, or (c) willful misconduct by a Developer Party that arises out or is related to this Agreement or the Property, including Claims that accrue or are discovered before or after termination of this Agreement; (ii) any dispute among the Developer Parties; (iii) damage to property or bodily injury or death of any person caused by any Developer Party entry on the Property; (iv) any entry upon the Property by any Developer Party; (v) any Inspection made by any Developer Party; or (vi) the planning and preparation of, or challenge to any report or Development Documents (including the cost of such reports or Development Documents) related to the Proposed Project, except to the extent such Claims arise solely from the gross negligence or willful misconduct of County. The term "**Developer Party**" means, for purposes of indemnification only, Developer, its employees, agents, representatives, consultants, service providers, and contractors. The obligations contained in this Section 10.A shall survive the termination, expiration or revocation of this Agreement.
- B. Insurance. Prior to any entry by any Developer Party on the Property, Developer shall provide the County with evidence of insurance in the form and subject to the requirements set forth in the ROE.

11. Failure to Reach Agreement.

This Agreement is an agreement to enter into exclusive negotiations with respect to the Transaction. Each Party expressly reserves the right to decline to enter into any other agreement, if the Parties working in good faith fail to agree to terms satisfactory to all Parties with respect to the Transaction. Except as expressly provided in this Agreement, none of the Parties shall have any obligation, duty or liability hereunder in the event the Parties fail to timely agree upon and execute the Project Agreements. If the Parties have not executed the Project Agreements prior to the expiration or termination of this Agreement, then upon expiration or



termination of this Agreement, any rights or interest that Developer may have under this Agreement shall cease without requiring any notice from the County, and the County shall have the right thereafter to use, develop (alone or with any other entity) or dispose of the Property as the County shall determine appropriate in their sole and absolute discretion.

12. Termination, Default and Remedies.

- A. Right to Terminate. In addition to any other right of termination set forth in this Agreement, either Party may terminate this Agreement upon thirty (30) days prior written notice to the other Party, if such terminating Party in good faith determines any of the following: (i) a successful consummation of the Transaction is not likely, (ii) the Proposed Project is not feasible, (iii) the Proposed Project is not capable of being financed in a commercially reasonable manner, or (iv) the Proposed Project is not likely to be developed and constructed in a timely manner.
- B. Breach. The occurrence of any one or more of the following events shall constitute a breach under this Agreement (each a “**Breach**”):
  - i. The failure of a Party to perform any obligation, or to comply with any covenant, restriction, term, or condition of this Agreement;
  - ii. The failure of a Party to meet the milestones set forth in the Schedule of Performance; or
  - iii. Any material representation or warranty made by a Party proves to be false or misleading in any material respect at the time made.
- C. Default. A Breach shall become a default under this Agreement (each a “**Default**”) if the Party committing the Breach fails to cure the Breach within the following time periods:
  - i. For all monetary Breaches, five (5) Business Days after receipt of written notice of monetary breach;
  - ii. For all non-monetary Breaches, twenty (20) Business Days after receipt of written notice (“**Cure Notice**”) thereof from the aggrieved Party specifying such non-monetary Breach in reasonable detail, delivered in accordance with the provisions of this Agreement, where such non-monetary Breach could reasonably be cured within such twenty (20) Business Day period; or
  - iii. Where such non-monetary Breach could not reasonably be cured within such twenty (20) Business Day period, such reasonable additional time as is necessary to promptly and diligently complete the cure but in no event longer than forty (40) Business Days (“**Outside Date**”); provided that the breaching Party promptly



commences to cure such non-monetary Breach after receiving the Cure Notice and thereafter diligently and continuously pursues completion of such cure.

D. Unavoidable Delay.

- i. If a non-monetary Breach is due to an Unavoidable Delay (as defined below), then the Party claiming the delay shall have the right to extend the Outside Date by a period equal to the duration of the Unavoidable Delay by written notice to the other Party. The duration of the Unavoidable Delay shall be deemed to commence only after written notice of such Unavoidable Delay is delivered to the other Party, provided that if written notice of such Unavoidable Delay is given within five (5) Business Days after the commencement of the delay, then the date of the commencement of the Unavoidable Delay shall be retroactive to the actual commencement date of the delay. A written notice of Unavoidable Delay must reasonably specify: (i) the nature of the delay; (ii) the date the delay commenced and (if not ongoing) ended; and (iii) the reason(s) such delay is an Unavoidable Delay. Upon the documentation of an Unavoidable Delay pursuant to this Section 12.D, the Outside Date shall be delayed by the period of the Unavoidable Delay; provided, however, under no circumstances may the Outside Date be extended by more than a total of forty (40) Business Days as a result of Unavoidable Delay without the written consent of both Developer and the County.
- ii. The term “**Unavoidable Delay**” shall mean a delay beyond the control of the Party claiming the delay which satisfies each of the following requirements:
  - a. The delay would prevent or hinder the performance or satisfaction of an obligation under this Agreement by any reasonable person similarly situated and shall not apply to a delay peculiar to the Party claiming the delay such as the failure to order materials in a timely fashion).
  - b. The delay must arise out of: (A) a strike or labor dispute; (B) inclement weather in excess of the ten (10) year average for Metropolitan Los Angeles during the applicable month; (C) an earthquake or other natural disaster; (D) general inability to procure or general shortage of labor, equipment, materials, or supplies in the open market, or failure of transportation (but, in each case, not attributable to a mere increase in price or a Party’s acts or failure to act but to a general market condition); (E) acts of a public enemy, hostilities of war, insurrections, riots, mob violence, sabotage, acts of terrorism, terrorist threats, and malicious mischief; (F) casualty causing material damage to previously constructed Improvements;



(G) communicable disease outbreak, epidemic, or pandemic; and  
(H) generally applicable government orders or directives not resulting from a violation of applicable legal requirements or any other action or inaction of a Party.

E. Remedies. If any Default occurs, the non-defaulting Party shall have the right, but not the obligation, to avail itself of any one or more of the following remedies:

- i. The non-defaulting Party may, at its sole election, terminate this Agreement upon not less than five (5) days prior written notice of termination provided to the defaulting Party.
- ii. Unless otherwise provided herein, in addition to the foregoing, the non-defaulting Party may exercise any right or remedy it has under this Agreement, or which is otherwise available at law or in equity or by statute. All rights, privileges and elections or remedies of the Parties are cumulative and not alternative to the extent permitted by law (including suit for damages) or in equity.

F. Upon Termination of Agreement. Upon termination of this Agreement, (1) any rights or interest that Developer may have hereunder shall cease and the County shall have the right thereafter to use, develop (alone or with any other entity) or dispose of the Property as the County shall determine appropriate in their sole and absolute discretion; and (2) any rights or interest that the County may have hereunder shall cease. In any event, the Development Documents shall become the property of the County.

13. Entire Agreement; Amendments.

This Agreement, including all exhibits, constitutes the entire understanding among the Parties and supersedes all other agreements, oral or written, with respect to the subject matter herein. Additionally, this Agreement may not be amended except in writing signed by all of the Parties.

14. Covenant Against Discrimination.

Developer shall not discriminate against, nor segregate, in employment or the development, construction, sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of all or portions of the Property, nor deny the benefits of or exclude from participation in, the Project and all activities of Developer in connection with the Property, any person, or group of persons, on account of race, color, religion, creed, national origin, ancestry, sex, sexual preference/orientation, marital status, age, disability, medical condition, Acquired Immune Deficiency Syndrome (AIDS), acquired or perceived, or retaliation for having filed a discrimination complaint.



15. Confidentiality.

- A. Proprietary Documents. The Parties anticipate that during the Term each shall from time to time disclose and provide to the other certain proprietary reports, correspondence and other information related to the Project. Unless otherwise required by law, no Party shall disclose (except to its own and to the other Party's employees, officers, directors, agents, advisors, existing and prospective lenders, investors, counsel, and consultants) information regarding or related to the Proposed Project which is not already public and which has been delivered to such Party pursuant to the terms hereof.
- B. Public Disclosure. Notwithstanding the foregoing Section 15.A, Developer acknowledges and agrees that County, as a government agency, (i) is subject to broad disclosure obligations under applicable law, including the Public Records Act, and (ii) hold the County Board meetings which are open to the public and at which information concerning the Proposed Project may be disclosed including reports to the County Board describing the Proposed Project, and including any documents to be approved by the County Board. Nothing in this Agreement shall prohibit any disclosure required by law.

16. Compliance with Laws.

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

17. Successors and Assigns.

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

18. Notices.

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



To the County:

Los Angeles County Development Authority  
700 West Main Street  
Alhambra, CA 91801  
Attention: Director  
Housing Investment and Finance

With a copy to:

Office of the County Counsel  
County of Los Angeles  
500 West Temple St., 6<sup>th</sup> Floor  
Los Angeles, CA 90012-2932  
Attention: Behnaz Tashakorian  
Email: [btashakorian@counsel.lacounty.gov](mailto:btashakorian@counsel.lacounty.gov)

To the Developer:

Century Affordable Development, Inc.

1000 Corporate Point  
Culver City, CA 90230  
Attention: Brian D'Andrea, President  
Email: [bdandrea@century.org](mailto:bdandrea@century.org)

With a copy to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

19. Interpretation.

- A. Construction. This Agreement shall be construed in accordance with its fair meaning, and not strictly for or against either Party.
- B. Gender. When the context of this Agreement requires, (i) the neuter gender includes the masculine and feminine and any entity, and (ii) the singular includes the plural.
- C. Section Headings. The headings of the Sections of this Agreement are inserted solely for convenience of reference and are not intended to govern, limit or aid in the construction of any term or provision hereof. Unless



otherwise explicitly provided, all references to “Sections” are respectively to articles or sections of this Agreement.

- D. Interpretation. The word “including” shall be construed as though the words “but not limited to” were, in each case, appended thereafter, and shall not be deemed to create a limitation to the list that follows “including.”
  - E. Incorporation of Recitals. The Recitals of this Agreement are incorporated herein by reference.
  - F. Exhibits. All references in this Agreement to exhibits shall be construed as though the words “hereby made a part hereof and incorporated herein by this reference” were, in each case, appended thereto. In the event of a conflict between this Agreement and any of the exhibits attached hereto, the terms of this Agreement shall govern.
  - G. No Third-Party Beneficiaries. Except as expressly set forth in this Agreement, no parties other than the Parties and their successors and assigns, shall be a beneficiary of the rights conferred in this Agreement, and no other party shall be deemed a third-party beneficiary of such rights.
  - H. Severability. If (i) any provision of this Agreement is held by a court of competent jurisdiction as to be invalid, void or unenforceable and (b) the invalidity or unenforceability of such a provision does not deny a Party the material benefit of this Agreement, then the remainder of this Agreement which can be given effect without the invalid provision shall continue in full force and effect and shall in no way be impaired or invalidated.
  - I. No Partnership. Nothing in this Agreement shall be deemed or construed as creating a partnership, joint venture, or association between the Parties, or cause either Party to be responsible in any way for the debts or obligations of the other Party.
  - J. No Assignment by Developer. The Parties acknowledge and agree that the County has entered into this Agreement in reliance on Developer’s unique abilities to develop the Project; consequently, Developer shall have no right to assign its rights or duties under this Agreement.
  - K. Prevailing Party. In the event that either Party to this Agreement brings an action to enforce the terms of this Agreement or declare the Party’s rights under this Agreement, each Party shall bear its own costs and expense, including attorneys’ fees, regardless of prevailing Party.
20. Limitations of this Agreement

This Agreement does not constitute a commitment of any kind by the County regarding the sale, transfer, or development of all or any part of the Property. Execution of this Agreement by the County is merely an agreement to enter into a



period of exclusive negotiations according to the terms hereof, reserving final discretion and approval by the County Board as to any Project Agreements and all proceedings and decisions in connection therewith.

21. Execution Counterparts

This Agreement may be executed in one or more counterparts, each of which shall be deemed original, but all of which together shall constitute one and the same instrument. The delivery of a signed counterpart of this Agreement by facsimile or email shall have the same legal effect as delivery of an original signed counterpart by hand. This Agreement shall only be effective as a binding legal agreement among the Parties after signed counterparts have been exchanged among Parties. The submission of a draft of this Agreement to a Party is not intended as an offer. The Parties may terminate negotiation at any time prior to the exchange of signed counterparts among the Parties and no duty of good faith or fair dealing shall apply to the negotiation among the Parties prior to the exchange of signed counterparts among the Parties.

*(Signature Page to Follow)*



IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date.

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

LOS ANGELES COUNTY  
DEVELOPMENT AUTHORITY,  
a public body, corporate and politic

By: \_\_\_\_\_  
Name:  
Title: Executive Director

APPROVED AS TO FORM:

Dawyn R. Harrison  
Acting County Counsel

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

[Signatures continue on the next page]



**DEVELOPER:**

CENTURY AFFORDABLE DEVELOPMENT, INC.,  
a California nonprofit public benefit corporation

By: \_\_\_\_\_  
Brian D'Andrea, President



**EXHIBIT A**

**Depiction of Property**



**EXHIBIT B**

**Preliminary Design Concept Plan**

(attached)



## **EXHIBIT C**

### **Schedule of Performance**

1.	Developer shall submit to the County an application with the Entitling Agency commencing the entitlement process for all entitlements needed to complete CEQA review and adoption of findings by the Entitling Agency, as the lead agency under CEQA. Developer shall submit an updated entitlement timeline to the County based on feedback from the Entitling regarding those entitlements needed to complete CEQA review and adoption of finding by the Entitling Agency, as the lead agency under CEQA, and all other entitlements necessary to construct and operate the Project.	Within One Hundred and Eighty (180) days of the Effective Date.
2.	Developer shall submit to the County project financial information (the "Project Financial Information") that shall include: (1) an estimate of development costs, including construction and non-construction costs, such as the proposed development agreement for the County land; (2) a proposed construction and operating pro forma which identifies all sources and uses of funds; (3) evidence that Developer has the financial resources necessary for development of the Proposed Project, such as preliminary loan approvals and/or audited financial statements, or other form of evidence reasonably acceptable to the County.	Within Sixty (60) days of the Effective Date.
3.	The County will provide to the Developer its evaluation (the "Project Evaluation") of the Project Plans and Project Financial Information.	Within Thirty (30) days of the date of receipt of the Project Plans and Project Financial Information.
4.	Pursuant to the Right-of-Entry Agreement, Developer may conduct inspections, tests, surveys, and other analyses ("Inspections") as Developer and the County deem reasonably necessary to determine the condition of the	Within the One Hundred Eighty (180) day ENA Term.



	Proposed Properties or the feasibility of designing, developing, constructing and financing the Project and shall complete such Inspections as promptly as reasonably possible.	
5.	Developer to provide the County with an outreach plan explaining how it plans to incorporate community comments and concerns regarding the Project, including design. The outreach plan shall include a schedule of meetings, proposed topic and the community groups and individuals who would be invited to the meetings.	Within forty-five (45) days of the Effective Date.
6.	Based on the information submitted by Developer and the Project Evaluation, the Parties shall negotiate and finalize the terms of a Development Agreement and shall process any CEQA review documents as may be necessary. Developer shall bear all costs and expenses associated with the preparation and certification of any required environmental documents (including an Environmental Impact Report, if required by CEQA) and of the Project Plans.	Ninety (90) days after Project Evaluation is provided to Developer.



## **EXHIBIT D**

### **Form of Right of Entry Agreement**

This Right of Entry Permit ("Permit") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2019, by and between the County of Los Angeles, a public body, corporate and politic, acting by and through the Los Angeles County Development Authority, a public body corporate and politic Los Angeles County Development Authority a public body corporate and politic ("County"), and \_\_\_\_\_ ("Permittee"). The County and Permittee agree as follows:

1. PREMISES: Permittee, after execution by the County, is hereby granted permission to enter the County property identified as County Assessor's Parcel Numbers \_\_\_\_\_ ("APN") \_\_\_\_\_, also known as \_\_\_\_\_, as described in Exhibit "A", attached hereto and incorporated herein by this reference ("Premises"). Entry constitutes acceptance by Permittee of all conditions and terms of this Permit.
2. PURPOSE: The sole purpose of this Permit is to allow Permittee and its subcontractors to enter the Premises to conduct \_\_\_\_\_.
3. TERM: The term of this Permit shall be for a period of \_\_\_\_\_ months, commencing upon the date that the County executes this Permit. This Permit shall terminate \_\_\_\_\_ months after the Commencement Date. The hours of operation for this Permit shall be between 8:00 a.m. and 5:00 p.m. The term may be extended by mutual agreement in writing between Permittee and the County.
4. CONSIDERATION: Consideration for this Permit shall be Permittee's faithful performance of its obligations under this Permit.
5. ADDITIONAL CHARGES: Permittee agrees to pay any charges for utilities that may be required and for the safekeeping of the Premises for the prevention of any accidents as a result of the Permittee's activities thereon.
6. NOTICE: Notices desired or required to be given by this Permit or by any law now or hereinafter in effect may be given by enclosing the same in a sealed envelope, Certified Mail, Return Receipt Requested, addressed to the party for whom intended and depositing such envelope with postage prepaid in the U.S. Post Office or any substation thereof, or any public letter box, and any such notice and the envelope containing the same shall be addressed to Permittee as follows:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

or such other place in California as may hereinafter be designated in writing by the Permittee. The Notices, Certificates of Insurance and Envelopes containing the same to the County shall be addressed to:



Los Angeles County Development Authority  
700 West Main Street  
Alhambra, CA 91801  
Attn: Director of Housing Investment & Finance  
Fax No. (626) 943-3816

7. **INDEMNIFICATION:** Permittee agrees to indemnify, defend and save harmless the County of Los Angeles and their agents, elected and appointed officers and employees from and against any and all liability, expense, including defense costs and legal fees, and claims for damages of any nature whatsoever, including, but not limited to, bodily injury, death, personal injury, or property damage, including damage to the County property, arising from or connected with Permittee's operations, or its services hereunder, including any Workers' Compensation suits, liability, or expense, arising from or connected with services performed by or on behalf of Permittee by any person pursuant to this Permit.
8. **GENERAL INSURANCE REQUIREMENTS:** While this permit is in effect, Permittee or its contractor shall, at its sole cost and expense, obtain and maintain in full force and effect throughout the term of this Permit, insurance, as required by the County, in the amount and coverages specified on, and issued by insurance companies as described in Exhibit "B".

Notification of Incidents, Claims or Suits: Permittee shall report to the County any accident or incident relating to Permittee's entry which involves injury or property damage which may result in the filing of a claim or lawsuit against Permittee and/or the County in writing within three business days of occurrence.

9. **RESERVED**
10. **RESERVED**
11. **OPERATIONAL RESPONSIBILITIES:** Permittee shall:
  - a. Comply with and abide by all applicable rules, regulations and directions of the County.
  - b. Comply with all applicable County ordinances and all State and Federal laws, and in the course thereof obtain and keep in effect all permits and licenses required to conduct the permitted activities on the Premises.
  - c. Maintain the Premises and surrounding area in a clean and sanitary condition to the satisfaction of the County.
  - d. Conduct the permitted activities in a courteous and non-profane manner; operate without interfering with the use of the Premises by the County. The County has the right to request Permittee to remove any agent, servant or employee who fails to conduct permitted activities in the manner heretofore described.



- e. Assume the risk of loss, damage or destruction to any and all fixtures and personal property belonging to Permittee that are installed or placed within the area occupied.
- f. Repair or replace any and all County property lost, damaged, or destroyed as a result of or connected with the conduct or activities of the Permittee. In the event utility services, including but not limited to sewer services, for the Premises are interrupted, Permittee shall promptly make repairs. Should Permittee fail to promptly make any and all repairs required by the County during or following completion of Permittee's project, the County may have repairs made at Permittee's cost and Permittee shall pay costs in a timely manner.
- g. Pay charges for installation and service costs for all utilities used for the conduct of the permitted activities, if needed.
- h. Permittee agrees to restore the Premises, prior to the termination of this Permit, and to the satisfaction of the County, to the conditions that existed prior to the commencement of the permitted activities, excepting ordinary wear and tear or damage or destruction by the acts of God beyond the control of Permittee. This shall include removal of all rubbish and debris, as well as structures placed on the Premises by Permittee in order that the Premises will be neat and clean and ready for normal use by the County on the day following the termination of this Permit. Should Permittee fail to accomplish this, the County may perform the work and Permittee shall pay the cost.
- i. Allow the County to enter the Premises at any time to determine compliance with the terms of this Permit, or for any other purpose incidental to the performance of the responsibilities of the County.
- j. Provide all security devices required for the protection of the fixtures and personal property used in the conduct of the permitted activities from theft, burglary or vandalism, provided written approval for the installation thereof is first obtained from the County.
- k. Prohibit all advertising signs or matter from display at the Premises, other than signs displaying the name of Permittee.
- l. Prohibit the sale of food.
- m. Keep a responsible representative of the Permittee available on the Premises during the times that Permittee is using said Premises for the purposes stated in Section 2 above. This person shall carry copies of this Permit for display upon request.
- n. Prior to entry onto the Premises pursuant to this Permit, notify the County, in writing, of the times and dates the work or activity is to take place.



- o. Request permission of the County to enter occupied portions of the Premises not less than twenty-four (24) hours in advance, together with a description of the nature and extent of activities to be conducted on the Premises.
  - p. At Permittee's sole cost and expense, be responsible for the cost of repairing the parking lot, sidewalks, driveways, landscaping and irrigation systems on the Premises which may be damaged by Permittee or Permittee's agents, employees, invitees or visitors, during and/or following the construction of Permittee's project, to the County's satisfaction. Said repairs shall include the restoration of said landscaping and rerouting of said irrigation systems affected by Permittee's work on the Premises, if necessary.
- 12. **INDEPENDENT STATUS:** This Permit is by and between the County and Permittee and is not intended and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture or association as between the County and Permittee. Permittee understands and agrees to bear the sole responsibility and liability for furnishing Workers' Compensation benefits to any person for injuries arising from or connected with services performed on behalf of Permittee pursuant to this Permit.
- 13. **EMPLOYEES:** All references to the "Permittee" in the Permit are deemed to include the employees, agents, assigns, contractors, and anyone else involved in any manner in the exercise of the rights therein given to the undersigned Permittee.
- 14. **LIMITATIONS:** It is expressly understood that in permitting the right to use said Premises, no estate or interest in real property is being conveyed to Permittee, and that the right to use is only a nonexclusive, revocable and unassignable permission to enter the Premises in accordance with the terms and conditions of the Permit for the purpose of conducting the activities permitted herein.
- 15. **ASSIGNMENT:** This Permit is personal to Permittee, and in the event Permittee shall attempt to assign or transfer the same in whole or part all rights hereunder shall immediately terminate.
- 16. **AUTHORITY TO STOP:** In the event that an authorized representative of the County finds that the activities being held on the Premises unnecessarily endanger the health or safety of persons on or near said property, the representative may require that this Permit immediately be terminated until said endangering activities cease, or until such action is taken to eliminate or prevent the endangerment.
- 17. **DEFAULT:** Permittee agrees that if default shall be made in any other terms and conditions herein contained, the County may forthwith revoke and terminate this Permit.



18. **ALTERATIONS AND IMPROVEMENTS:** Permittee has examined the Premises and knows the condition thereof. Permittee accepts the Premises in the present state and condition and waives any and all demand upon the County for alteration, repair, or improvement thereof. Permittee shall make no alteration or improvements to the Premises, except those identified in Section 2 hereof, without prior written approval from the County, and any fixtures and/or personal property incidental to the purposes described in Section 2 hereof shall be removed by Permittee prior to the termination of this Permit, and in the event of the failure to do so, title thereto shall vest in the County. All betterments to the Premises shall become the property of the County upon the termination of this Permit.
19. **County LOBBYIST ORDINANCE:** Permittee is aware of the requirements of Chapter 2.160 of the Los Angeles County Code with respect to County Lobbyists as such are defined in Section 2.160.010 of said Code, and certifies full compliance therewith. Failure to fully comply shall constitute a material breach upon which the County may terminate or suspend this Permit.
20. **INTERPRETATION:** Unless the context of this Permit clearly requires otherwise: (i) the plural and singular numbers shall be deemed to include the other; (ii) the masculine, feminine and neuter genders shall be deemed to include the others; (iii) "or" is not exclusive; and (iv) "includes and "including" are not limiting.
21. **ENTIRE AGREEMENT:** This Permit contains the entire agreement between the parties hereto, and no addition or modification of any terms or provisions shall be effective unless set forth in writing, signed by both the County and Permittee.
22. **TIME IS OF THE ESSENCE:** Time is of the essence for each and every term, condition, covenant, obligation and provision of this Permit.
23. **POWER AND AUTHORITY:** The Permittee has the legal power, right and authority to enter into this Permit, and to comply with the provisions hereof. The individuals executing this Permit on behalf of any legal entity comprising Permittee have the legal power, right and actual authority to bind the entity to the terms and conditions of this Permit.
24. **SURVIVAL OF COVENANTS:** The covenants, agreements, representations and warranties made herein are intended to survive the termination of the Permit.



**PERMITTEE:**

\_\_\_\_\_,  
INSERT DEVELOPER NAME, a California nonprofit public benefit corporation

By: \_\_\_\_\_  
INSERT NAME  
Executive Director

Who hereby personally covenants, guarantees and warrants that he/she has the power and authority to obligate the Permittee to the terms and conditions in this Permit. Please sign before a Notary Public and return for approval. Upon approval a signed copy will be mailed to Permittee.

[Signatures continue on the next page]



This Permit has been executed on behalf of the County on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

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

LOS ANGELES COUNTY  
DEVELOPMENT AUTHORITY,  
a public body, corporate and politic

By: \_\_\_\_\_  
Name:  
Title: Executive Director

**APPROVED AS TO FORM:**  
Dawyn R. Harrison  
Acting County Counsel

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



RIGHT OF ENTRY PERMIT  
PERMITTEE: INSERT NAME

**EXHIBIT "A"**  
**LEGAL DESCRIPTION**



**EXHIBIT "B"**  
**INSURANCE REQUIREMENTS**  
RIGHT OF ENTRY PERMIT  
PERMITTEE: **INSERT NAME**

SEE ATTACHMENT (INSERT LATEST NOFA ATTACHMENT)



# BOARD LETTER/MEMO CLUSTER FACT SHEET

☒ Board Letter

☐ Board Memo

☐ Other

<b>CLUSTER AGENDA REVIEW DATE</b>	8/31/2022								
<b>BOARD MEETING DATE</b>	9/13/2022								
<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>	Los Angeles County Development Authority (LACDA)								
<b>SUBJECT</b>	AWARD A CONSTRUCTION CONTRACT TO IMPERIAL BROTHERS FOR THE ARIZONA & OLYMPIC FAMILY PUBLIC HOUSING DEVELOPMENT BATHROOM UPGRADES PROJECT PHASE II								
<b>PROGRAM</b>	Public Housing								
<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>	<table border="1" style="width: 100%;"> <tr> <td style="width: 50%;">Total cost: \$274,802</td> <td style="width: 50%;">Funding source: Capital Fund Program (CFP) funds allocated by the U.S. Department of Housing and Urban Development (HUD) and included in the LACDA' s approved Fiscal Year 2022-2023 budget</td> </tr> <tr> <td colspan="2">TERMS (if applicable):</td> </tr> <tr> <td colspan="2">Explanation: Contract sum of \$249,820 plus a 10% contingency of \$24,982</td> </tr> </table>			Total cost: \$274,802	Funding source: Capital Fund Program (CFP) funds allocated by the U.S. Department of Housing and Urban Development (HUD) and included in the LACDA' s approved Fiscal Year 2022-2023 budget	TERMS (if applicable):		Explanation: Contract sum of \$249,820 plus a 10% contingency of \$24,982	
Total cost: \$274,802	Funding source: Capital Fund Program (CFP) funds allocated by the U.S. Department of Housing and Urban Development (HUD) and included in the LACDA' s approved Fiscal Year 2022-2023 budget								
TERMS (if applicable):									
Explanation: Contract sum of \$249,820 plus a 10% contingency of \$24,982									
<b>PURPOSE OF REQUEST</b>	Renovations in eighteen first floor bathrooms and two laundry rooms at the Arizona & Olympic Family Public Housing Development in unincorporated East Los Angeles.								
<b>BACKGROUND (include internal/external issues that may exist including any related motions)</b>	The Arizona & Olympic Family Public Housing Development consists of 18 two-story dwelling units. The scope of work for this project consists of renovations in 18 first floor bathrooms and two laundry rooms on the first floor Type 'B' units. The contractor is to provide labor and materials to remove, dispose of and replace as specified the existing toilets, cabinets and green-board board behind cabinets, countertops, medicine cabinets, faucets, area lighting, exhaust fans, electrical receptacles and plates, switches and plates, doors, door hardware, bath hardware, mirrors, angle stops, flex supply lines, flooring and cove base.								
<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: Twima Earley, Director of Housing Operations, (626) 586-1900, <a href="mailto:Twima.Earley@lacda.org">Twima.Earley@lacda.org</a>								



September 13, 2022

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 A CONSTRUCTION CONTRACT TO IMPERIAL BROTHERS FOR THE  
ARIZONA & OLYMPIC FAMILY PUBLIC HOUSING DEVELOPMENT BATHROOM  
UPGRADES PROJECT PHASE II  
(DISTRICT 1) (3 VOTE)**

**SUBJECT**

This letter recommends award of a Construction Contract (Contract) to Imperial Brothers to complete all work involved in the renovations in eighteen first floor bathrooms and two laundry rooms at the Arizona & Olympic Family Public Housing Development located at 1003-1135 South Arizona Avenue in unincorporated East Los Angeles.

**IT IS RECOMMENDED THAT THE BOARD:**

1. Find that the proposed project is exempt from the provisions of the California Environmental Quality Act (CEQA) for the reasons stated in this letter and in the record of the Project.
2. Approve the proposed Project and adopt the plans and specifications that are on file in the Los Angeles County Development Authority (LACDA) Construction Management Unit for Project number LACDA22-032 Arizona & Olympic Family Public Housing Development Bathroom Upgrade Project Phase II.



3. Award a Contract to Imperial Brothers, the apparent lowest responsive and responsible bidder, in the amount of \$249,820, to renovate the bathrooms and replace the vinyl composite tiles (VCT) in two laundry rooms at the Arizona & Olympic Family Public Housing Development in Los Angeles, and authorize the Executive Director or his designee to execute the Contract following receipt of the acceptable Faithful Performance and Labor and Material Bonds and insurance filed by the Contractor.
4. Authorize the Executive Director or his designee, upon his determination and as necessary and appropriate, to amend the Contract, or to terminate the contractor's right to proceed with the performance of the Contract or to terminate the Contract for convenience.
5. Authorize the Executive Director or his designee to approve Contract change orders not to exceed \$24,982, which represents 10% of the \$249,820 contract amount, for unforeseen project costs.
6. Authorize the Executive Director or his designee to accept the Project and file notices upon final completion of the Project; to release retention money withheld pursuant to the applicable provisions of the Public Contract Code; to grant extensions of time of the Project, as applicable; and to assess liquidated damages as authorized under Government Code section 53069.85 and the contract specifications.
7. Authorize the Executive Director to fund the Contract and contingency with a total of \$274,802 in Capital Fund Program (CFP) funds allocated by the U.S. Department of Housing and Urban Development (HUD) and included in the LACDA's approved Fiscal Year 2022-2023 budget.
8. Determine that the proposed Project is exempt from the application of the County's Local Targeted Worker Hire Policy because it is wholly funded with Federal funds, which prohibit geographic preferences.

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

The approval of the recommended actions will find the proposed Project is exempt from the provisions of CEQA, adopt the plans and specifications for the proposed Project, award and authorize the Executive Director or his designee to execute a Contract for renovation of the bathrooms at the Arizona & Olympic Family Public Housing Development, and determine that the Project is exempt from the application of the County's Local Targeted Worker Hire Policy because it is wholly funded with Federal funds, which prohibit geographic preferences; however, the project must meet the requirements of Section 3.



The Arizona & Olympic Family Public Housing Development consists of 18 two-story dwelling units. The scope of work for this project consists of renovations in 18 first floor bathrooms and two laundry rooms on the first floor Type 'B' units. The contractor is to provide labor and materials to remove, dispose of and replace as specified the existing toilets, cabinets and green-board board behind cabinets, countertops, medicine cabinets, faucets, area lighting, exhaust fans, electrical receptacles and plates, switches and plates, doors, door hardware, bath hardware, mirrors, angle stops, flex supply lines, flooring and cove base.

### **FISCAL IMPACT/FINANCING**

There is no impact on the County general fund. The LACDA will fund the improvements with \$274,802 in CFP funds allocated by HUD and included in the LACDA's approved Fiscal Year 2022-2023 budget.

A contingency of \$24,982, which represents 10% of the \$249,820 contract amount, is being set aside for unforeseen costs using the same source of funds. This contingency is recommended because of the age of the structures and there are no as-built drawings for the contractor to address any potential issues early in the process.

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

The improvements are being federally funded and are not subject to the requirements of the Greater Avenues for Independence (GAIN) Program, and the General Relief Opportunity for Work (GROW) Program implemented by the County of Los Angeles. The Housing and Community Development Act of 1968, as amended, 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. This project is exempt from the application of the County's Local Targeted Worker Hire Policy since it will be funded with federal funds which prohibits geographic preferences. However, the construction project bid specifications require that vendors submit a Business Hiring Survey to match qualified public housing residents with available jobs. Residents that are interested in obtaining employment are encouraged to submit an Economic Opportunities Enrollment Form to the LACDA to identify their past work experience and refer them to job openings. If a potential job match is identified, the vendor's information is provided to the resident and the resident is encouraged to apply.

The LACDA partners with the Los Angeles County Workforce Development, Aging and Community Services (WDACS) to implement a workforce development program at public housing developments located in the 1<sup>st</sup>, 2<sup>nd</sup>, 3<sup>rd</sup>, and 5<sup>th</sup> Supervisorial Districts. Residents who participate are provided with employment and supportive services through a network of Los Angeles County America's Job Centers of California (AJCC). For 4<sup>th</sup> Supervisorial District residents, workforce development services are provided at the Carmelitos public



housing development through Pacific Gateway and at the Harbor Hills public housing development through the South Bay Workforce Investment Board.

The Contract has been approved as to form by County Counsel and executed by Imperial Brothers. On August 17, 2022, the Housing Advisory Committee recommended approval of the Contract award.

### **ENVIRONMENTAL DOCUMENTATION**

Pursuant to 24 Code of Federal Regulation, Part 58, Section 58.35 (a) (3) (ii), this Project is excluded from the National Environmental Policy Act (NEPA), because it involves activities that will not alter existing environmental conditions.

The proposed Project is categorically exempt from CEQA. The Project is within a class of projects that have been determined not to have a significant effect on the environment in that it meets the criteria set forth in Section 15301 and 15302 of the CEQA Guidelines and Classes 1 and 2 of the County's Environmental Document Reporting Procedures and Guidelines, Appendix G. In addition, the Project is not in a sensitive environment, and there are no cumulative impacts, unusual circumstances, or other limiting factors that would make the exemption inapplicable based on the project records. The Project will not adversely affect natural watercourses, wetlands, environmentally sensitive areas, remove scenic resources, remove rare plants, or mature trees. Upon your Board's approval of the proposed Project, the LACDA will file a Notice of Exemption with the County Clerk in accordance with Section 15062 of the State CEQA Guidelines.

### **CONTRACTING PROCESS**

On April 26, 2022, the LACDA initiated an outreach to identify a contractor to complete the work at the subject property. Notices were electronically sent to all licensed contractors identified from the LACDA's vendor list to visit the LACDA's website and download the solicitation package. Advertisements also appeared on the County WebVen and LACDA websites. Nine contractors attended the pre-bid conferences.

On May 24, 2022, four bids were received and formally opened. Imperial Brothers was determined to be the lowest responsive and responsible bidder and is being recommended for the Contract award.

The Summary of the Outreach Activities is provided in Attachment A.



Honorable Board of Commissioners  
September 13, 2022  
Page 5

**Yes IMPACT ON CURRENT PROJECT**

Approval of the recommended actions will allow for the renovations of the first floor bathrooms and two laundry rooms; saving water, lowering maintenance within Arizona & Olympic Family Public Housing Development and allow the LACDA to continue providing residents with modest affordable housing.

Respectfully submitted,

EMILIO SALAS  
Executive Director

Enclosures



## ATTACHMENT A

### Summary of Outreach Activities

On April 26, 2022, the following outreach was initiated to identify contractors for replacement of the existing deteriorating irrigation system and associated work at the Arizona & Olympic Family Public Housing Development located at 1003-1135 South Arizona Avenue, Los Angeles, CA 90022.

A. Internet Search/ Newspaper Advertising

Announcements were posted on the County WebVen and LACDA websites

B. Distribution of Bid Packages

The LACDA's vendor list was used to email notices to licensed contractors to visit the LACDA's website and download the solicitation package.

C. Pre-Bid Conference and Site Walk

On May 12, 2022, a mandatory pre-bid conference and site walk was conducted. Nine contractors were in attendance.

D. Bid Results

On May 24, 2022, four bids were received and publicly opened via Teams. The bid result was as follows:

<u>Engineers' Estimate</u>	\$249,145.00
<u>Company</u>	<u>Bid Amount</u>
Urban Professional Builders, Inc.	\$344,000.00
Scope Environmental	\$263,348.00
Imperial Brothers	\$249,820.00
BEUSE Inc.	\$268,940.00

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 the contract is being made in accordance with the LACDA's policies and federal regulations, and without regard to race, creed, color, or gender.



## ATTACHMENT B

### Contract Summary

**Project Name:** Arizona & Olympic Family Public Housing Development Bathroom Upgrade Project Phase II  
**Location:** 1003-1135 South Arizona Avenue, Los Angeles, CA 90022  
**Bid Number:** LACDA 22-032  
**Bid Date:** May 24, 2022  
**Contractor:** Imperial Brothers  
**Services:** The scope of work for this project consists of renovations in eighteen (18) first floor bathrooms and two (2) laundry rooms on the first floor Type 'B' units. The contractor is to provide labor and materials to remove, dispose of and replace all fixtures. Bathroom walls are to be patched where necessary, primed and the entire room painted in a semi-gloss finish paint. The laundry rooms will receive new sheet vinyl flooring, thresholds, hot and cold-water valves, GFCI outlets, new combination lights with exhaust fans, paint, and subfloor repair as needed as part of the replacement allowance.

**Contract Documents:** Instructions to Bidders and General Conditions, Specifications, Bidder's Documents, Representations, Certifications, Bid, Other Statements of Bidder; and all Addenda to the Contract Documents.

**Time of Commencement and Completion:** The work to be performed under this Contract shall commence within ten (10) days after a Notice to Proceed is received by the Contractor, or on the date specified in the Notice, whichever is later, and shall be completed within Two Hundred Twenty (220) calendar days following the required commencement date.

**Liquidated Damages:** In the event of a breach of contract, the Contractor and his/her sureties shall be liable for, and shall pay to the LACDA the sum of **Five Hundred Dollars and Zero Cents (\$500.00)** as liquidated damages for each calendar day of delay, until the Work is accepted by the Owner.

**Contract Sum:** The LACDA shall pay the Contractor for the performance of the Construction Contract subject to additions and deductions by Change Order(s) as provided in the Contract Documents, in current funds, the sum of **Two Hundred Forty-Nine Thousand Eight Hundred Twenty dollars( \$249,820.00)**. The Contract Sum is not subject to escalation, includes all labor and material increases anticipated throughout the duration of this Construction Contract.

**Contract Contingency: \$24,982**



**LOS ANGELES COUNTY  
DEVELOPMENT AUTHORITY**

**CONSTRUCTION CONTRACT**

**FOR**

**THE ARIZONA & OLYMPIC FAMILY PUBLIC HOUSING DEVELOPMENT  
BATHROOM UPGRADES PROJECT PHASE II**

**1003-1135 SOUTH ARIZONA AVENUE  
LOS ANGELES, CA 90022**

**BID NUMBER: LACDA22-032**

**Bid Date: April 26, 2022**



**LOS ANGELES COUNTY  
DEVELOPMENT AUTHORITY**

**CONSTRUCTION CONTRACT**

This CONSTRUCTION CONTRACT (or "Contract") is made this       day of       , 2022, by and between the Los Angeles County Development Authority (LACDA), a body corporate and politic, hereinafter referred to as the "LACDA", and IMPERIAL BROTHERS hereinafter referred to as the "Contractor". The LACDA and Contractor are herein referred to as collectively "Parties".

WITNESSETH, that the LACDA and the Contractor, for the consideration stated herein, mutually agree as follows:

- A. The LACDA is the owner of that certain real property, commonly known as the Arizona & Olympic Family Public Housing Development, located at 1003-1135 South Arizona Avenue, Los Angeles, CA 90022, hereinafter referred to as the "Property".
- B. The term "Work" includes performance, as set forth in the Contract Documents by the Contractor, for all improvement work on, in and about the Properties.
- C. The LACDA desires the Contractor to perform the Work on the terms and conditions hereinafter set forth, and Contractor agrees to perform said Work on terms and conditions set forth below.

**ARTICLE 1**  
**THE CONSTRUCTION CONTRACT**

- 1.1 The Construction Contract means and includes all of the "Contract Documents". The Contract Documents which form the Construction Contract are incorporated herein by this reference and are made a part of this Construction Contract as if fully set forth herein. The Contract Documents consist of the following component parts:

	General Conditions and Requirements
	Instructions to Bidders
Appendix B	Required Forms
Appendix C	Required Notices
Appendix D	HUD Section 3 Provisions
Appendix E	Federal Labor Standards Provisions
Appendix F	General Wage Decision
Appendix G	Technical Specifications
Appendix H	Drawings

ALL ADDENDA TO THE ABOVE CONTRACT DOCUMENTS.



ARTICLE 2  
STATEMENT OF WORK

- 2.1 The Contractor agrees to perform in a professional manner, to the satisfaction of the LACDA's Executive Director, all Work described in the Contract Documents referenced in Article 1.
- 2.2 The Contractor shall furnish all labor, material, equipment, and services and perform and complete all Work required for the project identified as Bid No. LACDA 22-032 for the LACDA.

All such Work shall be in strict accordance with the Specifications and Drawings, identified as Appendix G & H, all as prepared by the LACDA.

- 2.3 Data provided in the Specifications and Drawings are believed to actually depict the conditions to be encountered by the Contractor, but the LACDA does not guarantee such data as being all-inclusive or complete in any respect. Nothing contained herein shall relieve Contractor from making any and all investigations through non-destructive observations of the Properties which are reasonably necessary to apprise him/herself of the condition of the Properties. Contractor hereby accepts the project in an "as is" condition and herein warrants that all such investigations have been performed by him/her, and hereby expressly waives any and all rights under this Construction Contract, or in law, to additional compensation and/or time adjustments for alleged unknown subsurface and/or latent conditions that could be reasonably discovered or inferred based upon standard industry construction practices and techniques.

ARTICLE 3  
TIME OF COMMENCEMENT AND COMPLETION

- 3.1 The Work to be performed under this Construction Contract shall be commenced within ten (10) days after a Notice to Proceed is received by the Contractor, or on the date specified in the Notice, whichever is later, and shall be completed within TWO HUNDRED SEVENTY (270) calendar days following the required commencement date.
- 3.2 The Contractor and the LACDA agree that, since the determination of actual damages for any delay in completion would be extremely difficult or impracticable to determine in the event of breach of contract, the Contractor and his/her sureties shall be liable for, and shall pay to the LACDA the sum of five hundred (\$500) as liquidated damages for each calendar day of delay, until the Work is accepted by the LACDA. The Contractor shall not be charged with liquidated damages because of any delay in the completion of the Work due to unforeseeable causes beyond the control and without the fault or negligence of the Contractor.



The LACDA may withhold, or cause to be withheld, from any monies payable on account of Work performed by the Contractor or subcontractor any accrued liquidated damages, amounts necessary to cover stop notices or alleged labor underpayments.

#### ARTICLE 4 CONTRACT SUM

- 4.1 The LACDA shall pay the Contractor for the performance of the Construction Contract subject to additions and deductions by Change Order(s) as provided in the Contract Documents, in current funds, the sum of TWO HUNDRED FORTY NINE THOUSAND EIGHT HUNDRED AND TWENTY DOLLARS (\$249,820). The Contractor represents and warrants that he/she shall pay his/her employees, and all individuals performing Work, not less than the prescribed minimum wages in accordance with the Prevailing Wage Determination published by the U.S. Department of Labor that is applicable to this contract.
- 4.2 The Contract Sum set forth herein includes the payment by Contractor of all sales and use taxes required by any local codes, or any law existing or which may hereafter be adopted by federal, state or governmental authority, taxing the materials, services required or labor furnished, and of any other tax levied by reason of the Work to be performed hereunder.
- 4.3 The Contract Sum is not subject to escalation, the Contractor having satisfied him/herself with said Contract Price, which includes all labor and material increases anticipated throughout the duration of this Construction Contract.
- 4.4 The LACDA's obligation is payable only and solely from funds appropriated from the Department of Housing and Urban Development (HUD) and for the purpose of this Contract. All funds are appropriated every fiscal year beginning July 1.
- 4.5 In the event this Contract extends into the succeeding fiscal year 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 the non-appropriation notice.

#### ARTICLE 5 PROGRESS PAYMENTS

- 5.1 Based upon applications for payment submitted by the Contractor to the LACDA, and after approval by the Construction Management Unit, the LACDA shall make progress payments on account of the Contract Sum to the Contractor, as provided in the Instruction to Bidders of the Construction Contract.



- 5.2 Approved applications for progress payments will be paid by the thirtieth day of each month, provided that application for payment has been submitted to the LACDA on or before the first working day of the month. Payment shall be subject to all provisions of Section 1.27.1 and 1.27.2 of the General Conditions and Requirements incorporated by reference into the Contract.
- 5.3 The Contractor and each Subcontractor shall submit all required Labor Compliance forms to the LACDA before the start of construction. The Contractor shall submit to the LACDA all of its payrolls for each pay period within seven (7) days after the pay period has ended. The Contractor shall also collect, review and submit to the LACDA all of its subcontractors' payrolls for each pay period within seven (7) days after the pay period has ended. Contractor's failure to submit its payrolls or any subcontractor payrolls within seven (7) days after the pay period has ended, is a violation of this Contract and entitles the LACDA to withhold up to ten percent (10%) from any pending progress payment until all such payrolls are received. Repeated ongoing or flagrant failures by the Contractor to submit the required forms, its payrolls or the payrolls of its subcontractors in a timely manner and in accordance with this provision constitutes a material breach of this Contract, which may result in the LACDA terminating the Contract for default.

## ARTICLE 6 PROJECT CLOSEOUT

- 6.1 Prior to occupancy of any dwelling unit, building, or other portion of the project, the LACDA shall receive a certificate from the Contractor that such portion of the project is ready for occupancy and shall cause a Notice of Completion to be issued. A Notice of Completion shall be issued only when the Work, including all phases thereof, is finally completed, and all requirements of this Construction Contract have been satisfied. The LACDA shall cause the Notice of Completion to be recorded with the County Recorder.
- 6.2 Upon Issuance of a Notice of Completion, final payment shall be made to the Contractor of the entire unpaid balance of the Contract Sum, including any sums due to the Contractor for changes in the Work approved by the LACDA pursuant to Section 1.27.5 of the General Conditions and Requirements, less any amounts which LACDA is entitled to receive from the Contractor under the terms of this Contract or amounts necessary to cover stop notices or alleged labor underpayments, and less the five percent (5%) retention withheld, pursuant to Section 1.27.6 of the General Conditions and Requirements.
- 6.3 In addition to all other requirements, a Notice of Completion shall be issued only when LACDA has received the following:
- A. A Certificate of Completion executed by LACDA.



- B. All guarantees, and warranties issued by the manufacturers or installers of equipment or other component parts of the project. Contractor guarantees that the equipment, materials, and workmanship, not otherwise covered by a guarantee or warranty, will be free from defects in materials and workmanship for a period of one (1) year following date of final acceptance of the project.
  - C. The waiver and release of all liens, claims of liens, or stop notice rights of the Contractor and all subcontractors, and the Contractor's Certificate and Release.
  - D. Verification from the Architect that Contractor has removed all waste materials, rubbish, tools, construction equipment, machinery, and surplus materials from the project site. If the Contractor has failed to remove any of such items, the LACDA may remove such items, and the Contractor shall pay the LACDA for all costs incurred in connection with such removal.
- 6.4 After recordation of the Notice of Completion, and expiration of the thirty-day period for filing of stop notices, the LACDA shall use reasonable efforts to settle all claims and disputes, notify the Contractor of final acceptance of the project, and make final payment of the entire unpaid balance of the Contract Sum, including the five percent (5%) retention, less any amounts which the LACDA is entitled to receive from the Contractor under the terms of this Construction Contract, including liquidated damages, and less amounts necessary to cover stop notices or alleged labor underpayments.

## ARTICLE 7

### BREACH AND TERMINATION

- 7.1 Waiver by the LACDA of any breach of this Construction Contract shall not constitute a waiver of any other breach or of any future breach. No payment made hereunder shall be construed to be an acceptance of defective Work or improper materials.
- 7.2 In addition to any right of termination reserved to the LACDA by Section 1.34.1 of the General Conditions and Requirements of the Construction Contract, the LACDA may terminate this Construction Contract or performance under this Construction Contract, if the Contractor is adjudged bankrupt, a receiver is appointed because of the Contractor's insolvency, or the Contractor makes a general assignment for the benefit of its creditors, fails to make prompt payment to subcontractor(s), or for material or labor, persistently disregards laws, ordinances, rules, regulations or orders of any public authority having jurisdiction, fails to construct the project in accordance with the Drawings and Specifications, or otherwise substantially violates any provision of the Contract Documents.



- 7.3 The LACDA shall give the Contractor and his/her surety written notice prior to terminating this Construction Contract or performance under this Construction Contract, pursuant to Section 1.34.1 of the General Conditions and Requirements, provided that the Contractor shall, upon receipt of such notice, immediately stop the installation of improvements, or other permanent construction work encompassing part of the project. Upon termination, the LACDA may take possession of the project and all materials, equipment, tools, and construction equipment and machinery owned by the Contractor and located at the project site and may finish the project by whatever method it may deem expedient. In such case, the Contractor shall not be entitled to receive any further payment under this Construction Contract.
- 7.4 The LACDA shall not be deemed to have waived any of its other rights or remedies against the Contractor by exercising its right of termination under this Article.
- 7.5 Termination for Cause: This Contract may be terminated by the LACDA upon written notice to the Contractor for cause (failure to perform satisfactorily any of the Contract terms, conditions, and Work items) with no penalties upon termination or upon the occurrence of any of the following events:
- A. Continuing failure of the Contractor to perform any Work required to be performed hereunder in a timely and professional manner, or Contractor is not properly carrying out the provisions of the Contract in their true intent and meaning, then in such case, notice thereof in writing will be served upon the Contractor; and should the Contractor neglect or refuse to provide a means for a satisfactory compliance with this Contract and with the direction of the LACDA within the time specified in such notices, the LACDA shall have the power to suspend the performance of this Contract by Contractor in whole or in part.
  - B. Failure on the part of the Contractor to procure or maintain insurance required by this Contract shall constitute a material breach of contract upon which the LACDA may immediately terminate this Contract.
  - C. Should the Contractor fail within five (5) days to perform in a satisfactory manner, in accordance with the provisions of this Contract, or if the Work to be done under said Contract is abandoned for more than three (3) days by the Contractor, then notice of deficiency thereof in writing will be served upon the Contractor. Should the Contractor fail to comply with the terms of said Contract within five (5) days, upon receipt of said written notice of deficiency, the Executive Director of the LACDA shall have the power to suspend or terminate the operations of the Contractor in whole or in part.
  - D. In the event that a petition of bankruptcy shall be filed by or against the Contractor.



E. If, through any cause, the Contractor shall fail to fulfill, in a timely and proper manner, the obligations under this Contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Contract, the LACDA shall thereupon have the right to terminate this Contract by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by the Contractor under this Contract shall, at the option of the LACDA become its property and the Contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed.

7.6 Termination for Improper Consideration: The LACDA may, by written notice to the Contractor, immediately terminate the right of the Contractor to proceed under this Construction 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 the Contract or securing favorable treatment with respect to the award, amendment or extension of the Contract or the making of any determinations with respect to the Contractor's performance pursuant to the Contract. In the event of such termination, the LACDA shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default by the Contractor.

The Contractor shall immediately report any attempt by the LACDA officer or employee to solicit such improper consideration. The Report shall be made to the LACDA's Executive Director or designee.

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

7.7 Termination for Convenience: The LACDA reserves the right to cancel this Contract for any reason at all upon thirty (30) days prior written notice to Contractor. In the event of such termination, Contractor shall be entitled to a prorated portion paid for all satisfactory work unless such termination is made for cause, in which event, compensation, if any, shall be adjusted in such termination.

7.8 The LACDA's Quality Assurance Plan: The LACDA will evaluate Contractor's performance under this Contract on not less than a quarterly basis. Such evaluation will include assessing Contractor's compliance with all Contract terms and performance standards. Contractor deficiencies which the LACDA determines are severe or continuing and that may place performance of the Contract in jeopardy if not corrected will be reported to the Board of Commissioners. The report 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 pursue other penalties as specified in this Contract.



- 7.9 Non-payment after expiration or termination: Contractor shall have no claim against the LACDA for payment of any money or reimbursement, of any kind whatsoever, for any service provided by Contractor after the expiration or other termination of this Agreement. Should 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 Agreement shall not constitute a waiver of the LACDA's right to recover such payment from Contractor. This provision shall survive the expiration or other termination of this Agreement.

## ARTICLE 8 MISCELLANEOUS PROVISIONS

- 8.1 Contractor shall give all notices and comply with all laws, rules, regulations, ordinances, and orders of any governmental entity relating to the Work. Should Contractor become aware that any provision of the Construction Contract is at variance with any such rule, law, regulation, ordinance, or order, he/she shall promptly give notice in writing to the LACDA of such variance.
- 8.2 It is hereby declared to be the intention of the parties that the sections, paragraphs, sentences, clauses and phrases of this Construction Contract are severable, and if any phrase, clause, sentence, paragraph or section of this Construction Contract shall be declared unconstitutional, invalid or unenforceable by the valid judgment or decree of a court of competent jurisdiction, such unconstitutionality, invalidity or unenforceability shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Construction Contract.
- 8.3 Anything mentioned in the Specifications and not shown on the Drawings or shown on the Drawings and not mentioned in the Specifications, shall be of like effect as if shown or mentioned in both. In case of difference between Drawings and Specifications, the Specifications shall govern. In case of discrepancy within the Drawings, or within the Specifications, the matter shall be promptly submitted to the Contracting Officer, who shall promptly make a determination in writing. Any adjustment by the Contractor without such a determination by the Contracting Officer shall be at its own risk and expense. The Contracting Officer shall furnish from time to time such detailed drawings and other information as considered necessary, unless otherwise provided.

## ARTICLE 9 CONTRACTOR APPROVAL

- 9.1 Contractor's Adherence to the Child Support Compliance Program



Contractor shall: 1) fully comply with all applicable State and Federal reporting requirements relating to employment reporting for its employees; and, 2) comply with all lawfully served Wage and Earnings Assignment Orders and Notice of Assignment and continue to maintain compliance during the term of any contract that may be awarded pursuant to this solicitation. Failure to comply may be cause for termination of a contract or initiation of debarment proceedings against the non-compliant contractor.

9.2 Contractor's Warranty of Adherence to LACDA's Child Support Compliance Program

Contractor acknowledges that the LACDA has established a goal of ensuring that all individuals who benefit financially from the LACDA through a 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 taxpayers of the County of Los Angeles.

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

9.3 Termination For Breach of Warranty to Comply with LACDA's Child Support Compliance Program

Failure of Contractor to maintain compliance with the requirements set forth in Paragraph 9.2, "Contractor's Warranty of Adherence to County's Child Support Compliance Program" shall constitute default under this Contract. Without limiting the rights and remedies available to the LACDA under any other provision of this Contract, failure of Contractor to cure such default within ninety (90) calendar days of written notice shall be grounds upon which the LACDA may terminate this Contract pursuant to Paragraphs under 7.5- "Termination for Cause" and pursue debarment of Contractor, pursuant to LACDA Policy.

9.4 Post L.A.'s Most Wanted Parents List

Contractor acknowledges that the LACDA places a high priority on the enforcement of child support laws and the apprehension of child support evaders. Contractor understands that it is the LACDA's policy to encourage the LACDA contractors to voluntarily post the LACDA's "L.A.'s Most Wanted: Delinquent Parents" poster in a prominent position at Contractor's place of business. District Attorney will supply Contractor with the poster to be used.



ARTICLE 10  
ADDITIONAL PROVISIONS

- 10.1 This Construction Contract and the obligations of the parties hereunder shall be interpreted, construed, and enforced in accordance with the laws of the State of California.
- 10.2 This Construction Contract contains the entire agreement between the parties. No variations, modifications, or changes hereto shall be binding upon any party hereto unless set forth in a document duly executed by or on behalf of such party. All prior negotiations, representations and/or contracts between the parties relative to the subject matters hereof shall be superseded hereby and have no further force and effect.
- 10.3 No consent or waiver, expressed or implied, by either party to or of any breach or default by the other of its obligations hereunder shall be deemed or construed to be a consent or waiver to or of any other breach or default in the performance of such other party hereunder. Failure on the part of either party to complain of any such act of the other party or to declare the other party in default, irrespective of how long such failure continues, shall not constitute a waiver by such party of its rights hereunder.
- 10.4 Insurance  
In order for the Contractor to meet its obligations and insure its continuance, the LACDA, and the County of Los Angeles ("County"), herein collectively referred to as the "Public Agencies"; require that prior to the execution of this Contract, the Contractor must provide evidence that all insurance requirements have been met. Without limiting the Contractor's duties to indemnify and defend as provided in this Contract, the Contractor shall procure and maintain, at the Contractor's sole expense, the insurance policies described herein.

The insurance policies are to contain and be endorsed to contain, the provisions set forth herein. All certificates of insurance and endorsements shall carry the following identifier: IMPERIAL BROTHERS Arizona & Olympic Bathroom Upgrades Phase II, 1003-1135 South Arizona Avenue, Los Angeles, CA 90022.

**10.4.1 ACCEPTABILITY OF INSURERS**

Each insurance policy identified herein shall be secured from carriers admitted in California or authorized to do business in California. Such carriers shall be in good standing with the California Secretary of State's Office and the California Department of Insurance. Such carriers must be admitted and approved by the California Department of Insurance or must be included on the California Department of Insurance List of Approved Surplus Line Insurers (hereinafter "LASLI"). Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M.



Best's rating of no less than A:XVII, unless otherwise acceptable to the Entity.

#### **10.4.2 VERIFICATION OF COVERAGE**

The Contractor shall furnish the LACDA with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to the LACDA before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The LACDA reserves the right to require complete, certified copies of all insurance policies, including endorsements required by these specifications, at any time.

The Contractor shall, concurrent with the execution of this Contract, deliver to the LACDA certificates of insurance and each year thereafter during the term of this Contract, policy declarations and original endorsements evidencing the insurance coverage required. If original endorsements are not immediately available, such endorsements may be delivered subsequent to the execution of this Contract, but no later than thirty (30) days following execution of this Contract. The certificates and endorsements shall be signed by a person authorized by the insurers to bind coverage on its behalf. The LACDA reserves the right to require complete certified copies of all policies at any time including endorsements required by these specifications. Said insurance shall be in a form acceptable to the LACDA and all deductible amounts must be provided in advance to the LACDA for its approval.

Each insurance policy shall be endorsed to stipulate that the LACDA be given at least thirty (30) days written notice in advance of any cancellation or any reduction in limit(s) for any policy required herein. The Contractor shall give the LACDA immediate notice of any insurance claim or loss, which may be covered by insurance.

#### **10.4.3 SELF-INSURED RETENTIONS**

Any self-insurance program and self-insured retention must be separately approved by the LACDA. In the event such insurance does provide for deductibles or self-insurance, the Contractor agrees that it will defend, indemnify and hold harmless the LACDA and County of Los Angeles ("County"), and their elected and appointed officers, officials, representatives, employees, and agents in the same manner as they would have been defended, indemnified and held harmless if full coverage under any applicable policy had been in effect. The LACDA may require the Contractor to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the



retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or the Contractor.

#### **10.4.4 PRIMARY AND NON-CONTRIBUTORY COVERAGE**

The insurance policies set forth herein shall be primary insurance and non-contributory with respect to the LACDA. For any claims related to this contract, the Contractor's insurance coverage shall be primary insurance; primary coverage at least as broad as ISO CG 20 01 04 13 as respects the Entity, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the LACDA, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

#### **10.4.5 WAIVER OF SUBROGATION**

The insurance policies shall contain a waiver of subrogation for the benefit of the LACDA. The Contractor hereby grants to the LACDA a waiver of any right to subrogation, which any insurer of said Contractor may acquire against the LACDA by virtue of the payment of any loss under such insurance. The Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the LACDA has received a waiver of subrogation endorsement from the insurer.

#### **10.4.6 INSURANCE COMPLIANCE**

Failure on the part of the Contractor, and/or any entities with which the Contractor contracts, to procure or maintain the insurance coverage required herein may, upon the LACDA's sole discretion, constitute a material breach of this Contract pursuant to which the LACDA may immediately terminate this Contract and exercise all other rights and remedies set forth herein, at its sole and absolute discretion, and without waiving such default or limiting the rights or remedies of the LACDA, procure or renew such insurance and pay any and all premiums in connection therewith and all monies so paid by the LACDA shall be immediately repaid by the Contractor to the LACDA upon demand including interest thereon at the default rate. In the event of such a breach, the LACDA shall have the right, at its sole election, to participate in and control any insurance claim, adjustment, or dispute with the insurance carrier. The Contractor's failure to assert or delay in asserting any claim shall not diminish or impair the LACDA's rights against the Contractor or the insurance carrier.

#### **10.4.7 RELEASE OF LIABILITY**

Without affecting any other rights or remedies, the Contractor hereby releases and relieves each the LACDA and the County and waives its entire



right to recover damages (whether in contract or in tort) against the LACDA, for loss or damage to property arising out of or incident to the perils required to be insured against under this section. The effect of such release and waiver of the right to recover damages shall not be limited by the amount of insurance carried or required or by any deductibles applicable thereto. The Contractor agrees to have its respective insurance companies issuing property damage insurance waive any right to subrogation that such companies may have against the LACDA and County.

#### **10.4.8 SUBCONTRACTORS**

The Contractor shall require and verify that all subcontractors with which Contractor contracts, shall maintain insurance meeting all the requirements stated herein. The Contractor shall verify and ensure that the LACDA is named an additional insured on insurance, endorsements and waivers required from subcontractors in relation to the property or project that is the subject of this Contract. For CGL coverage subcontractors shall provide coverage with a form at least as broad as CG 20 38 04 13.

#### **10.4.9 CLAIMS MADE POLICIES**

If any of the required policies provide coverage on a claims-made basis:

1. The Retroactive Date must be shown and must be before the date of the Contract or the beginning of contract work/services.
2. Insurance must be maintained, and evidence of insurance must be provided **for at least five (5) years after completion of the Contract of work/services.**
3. If coverage is canceled or non-renewed, and not **replaced with another claims-made policy form with a Retroactive Date** prior to the Contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of **five (5)** years after completion of Contract work/services.

#### **10.4.10 SPECIAL RISKS OR CIRCUMSTANCES**

The LACDA reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

#### **10.4.11 MINIMUM SCOPE AND LIMITS OF INSURANCE:**

The following insurance policies shall be maintained by the Contractor and any entity with which the Contractor contracts for the duration of this Contract, unless otherwise set forth herein. Coverage shall be at least as broad as:



**A. GENERAL LIABILITY INSURANCE** (written on ISO policy form CG 00 01 or its equivalent) covering CGL on an “Occurrence” basis, including products and completed operations, coverage for bodily injury, personal injury, property damage, and contractual liability. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit with limits of not less than the following:

- General Aggregate .....\$2,000,000
- Products/Completed/On-Going Operations Aggregate....\$2,000,000
- Personal and Advertising Injury.....\$1,000,000
- Each Occurrence.....\$1,000,000

**A.1 Additional Insured Endorsement:** The LACDA, the County, its officers, officials, employees, agents and volunteers ("Public Agencies and their Agents"), shall be named and covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 forms if later revisions used).

**A.2 Primary and Non-contributory Endorsement:** The insurance policies set forth herein shall contain an endorsement providing primary and non-contributory insurance coverage with respect to the LACDA and County.

**A.3 Products, Completed and Ongoing Operations Endorsement:**  
The insurance policies set forth herein shall contain an endorsement providing primary and non-contributory insurance coverage with respect to the LACDA and County.

**A.4 Waiver of Subrogation:** The insurance policies shall contain a waiver of subrogation for the benefit of the LACDA and County.

**B. COMMERCIAL AUTOMOBILE LIABILITY INSURANCE** (written on ISO policy form CA 00 01 or its equivalent) with a limit of liability of not less than \$1 million for each incident. Such insurance shall include coverage of all “owned”, “hired” and “non-owned” vehicles, or coverage for “any auto”.



**C. WORKERS' COMPENSATION and EMPLOYER'S LIABILITY** insurance providing worker's compensation benefits, as required by the Labor Code of the State of California. This must include a waiver of subrogation in favor of the LACDA, County and their Agents. In all cases, the above insurance also shall include Employer's Liability coverage with limits of not less than the following:

- Each Accident.....\$1,000,000
- Disease-policy limit .....\$1,000,000
- Disease-each employee .....\$1,000,000

**C.1 Waiver of Subrogation:** The insurance policies shall contain a waiver of subrogation for the benefit of the LACDA and County.

**D. POLLUTION LIABILITY INSURANCE** and or Asbestos Pollution Liability and/or Errors & Omissions applicable to the work being performed including coverage for bodily injury, personal injury, death, property damages, and environmental damage with limits of not less than the following:

- General Aggregate.....\$2,000,000
- Each Occurrence ..... \$1,000,000

Said policy shall also include, but not be limited to: coverage for any and all remediation costs, including, but not limited to, brownfield restoration and clean-up costs, and coverage for the removal, repair, handling, and disposal of asbestos and/or lead containing materials where applicable. The LACDA, County and their Agents shall be covered as additional insureds on the pollution liability insurance policy. If the general liability insurance policy and/or the pollution liability insurance policy is written on a claims-made form, then said policy or policies shall also comply with all of the following requirements:

- D.1 The retroactive date must be shown on the policy and must be before the date of this Contract or the beginning of the work or services that are the subject of this Contract;
- D.2 Insurance must be maintained, and evidence of insurance must be provided for the duration of this Contract or for five (5) years after completion of the work or services that are the subject of this Contract, whichever is greater;
- D.3 If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the effective date of this Contract, then the Contractor must purchase an extended period coverage for a minimum of five (5)



years after completion of work or services that are the subject of this Contract;

D.4 A copy of the claims reporting requirements must be submitted to the LACDA for review; and

D.5 If the work or services that are the subject of this Contract involve lead based paint or asbestos identification/remediation, then the Contractors Pollution Liability shall not contain any lead-based paint or asbestos exclusions. If the services involve mold identification / remediation, the Contractors Pollution Liability shall not contain a mold exclusion and definition of "Pollution" shall include microbial matter including mold.

**E. CRIME COVERAGE** Crime insurance, including, but not limited to, coverage against loss of money, employee theft/forgery, securities, inventory or other property, with limits in amounts not less than indicated below. The LACDA and their Agents shall be named as loss payees on such policy. Policy shall be endorsed to included theft loss to a third party.

- Employee Theft Coverage.....\$ 25,000
- Forgery Coverage .....\$ 25,000
- Client Coverage.....\$ 25,000

**F. BONDING**

The insurance and bonding procedures shall be conducted in full compliance with Federal standards as stated in 24 CFR 85.36, all state and county laws and procedures, other Governmental Restrictions. The bonding coverage shall include a Bid Bond, Performance Bond, Payment Bond, Maintenance Bond and Completion Guaranty for construction or facility improvement contracts exceeding \$100,000.

The Payment Bond and the Performance Bond shall be in a sum equal to the contract price. If the Performance Bond provides for a one-year warranty, a separate Maintenance Bond is not necessary. If the warranty period specified in the contract is for longer than one year a Maintenance Bond equal to 10% of the contract price is required. Bonds shall be duly executed by a responsible corporate surety, authorized to issue such bonds in the State of California and secured through an authorized agent with an office in California.

The LACDA shall require for any Construction Contract, that the Contractor shall procure and maintain at the Contractor's expense (and require all subcontractors and sub-subcontractors to procure and maintain at their expense) for the duration of the Construction Contract,



or for a longer period as indicated, the insurance coverage required in this Contract, against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work by the Contractor, its agents, representatives, employees, subcontractors or sub-subcontractors, and that the Contractor and all subcontractors and sub-subcontractors shall otherwise meet the insurance requirements set forth therein.

#### 10.5 Compliance With Laws

The Contractor agrees to be bound by applicable federal, state, and local laws, regulations, and directives as they pertain to the performance of this Contract. This Contract is subject to and incorporates the terms of the Housing and Community Development Act of 1974, as amended by the Cranston-Gonzalez National Affordable Housing Act, 1990, and the 24 CFR Part 85. If the compensation under this Contract is in excess of \$100,000 then Contractor shall comply with applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 18579(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency Regulations (40 CFR part 15).

The Contractor must obtain and present all relevant state and local insurance, training, and licensing pursuant to services required within this Contract.

The Contractor shall comply with the following laws:

##### Civil Rights Act of 1964, Title VI (Non-discrimination in Federally Assisted Programs)

Title VI provides that no person 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 receiving Federal financial assistance.

##### Section 109 of the Housing and Community Development Act of 1974

No person in the United States shall on the ground of race, color, or national origin, 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 title.

##### Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973

No person in the United States shall be excluded from participating in, be denied the benefits of, or be subjected to discrimination under this Contract on the basis of age or with respect to an otherwise qualified disabled individual.

##### Executive Order 11246 and 11375, Equal Opportunity in Employment (Nondiscrimination in Employment by Government Contractors, Subcontractors, and Contractors)



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 this nondiscrimination clause. 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.

The Contractor will send to each labor union or representative of workers with which he/she has a collective bargaining agreement or other contract or understanding, a notice to be provided by the LACDA's contracting officer, advising the labor union or workers' representatives 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, regulation and relevant orders of the Secretary of Labor.

The Contractor will furnish all information and reports required by the Executive Order No. 11246 of September 24, 1965, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, will permit access to his/her 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.

In the event of the Contractor's noncompliance with the nondiscrimination 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 Order 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.

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, so 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 with 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.

#### Federal Lobbyist Requirements

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.

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.

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.

#### Federal Davis-Bacon Requirements

This construction project is funded in whole or in part with Federal funds. Federal Labor Standard Provisions, including prevailing wage requirements of the Davis-Bacon and Related Act (DBRA) will be enforced. See Section 1.46 and 1.47 of the General Conditions and Requirements.

The applicable wage determination for this project is General Wage Decision CA20220017, MOD. 08 dated 04/01/2022.

Section 3 of the Housing and Community Development Act of 1968, as Amended requires that to the greatest extent feasible, opportunities for training and employment be given to lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in or owned in substantial part by persons residing in the area of the project.

- A. 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.

- B. The parties to this Contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement Section 3. 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.
- C. 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.
- D. 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.
- E. The Contractor will certify that any vacant employment positions, including training positions, that are filled (i) after the Contractor is selected but before the Contract is executed, and (ii) 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.
- F. 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.

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).

10.6 Access and Retention of Records

The Contractor shall provide access to the LACDA, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers and records of the Contractor, which are directly pertinent to the specific Contract for the purpose of making audits, examinations, excerpts and transcriptions. The Contractor is required to retain the aforementioned records for a period of five (5) years after the LACDA pays final payment and other pending matters are closed.

10.7 Conflict of Interest

The Contractor represents, warrants and agrees that to the best of its knowledge, it does not presently have, nor will it acquire during the term of this Contract, any interest direct or indirect, by contract, employment or otherwise, or as a partner, joint venturer or shareholder (other than as a shareholder holding a one percent (1%) or less interest in publicly traded companies) or affiliate with any business or business entity that has entered into any contract, subcontract or arrangement with the LACDA. Upon execution of this Contract and during its term, as appropriate, the Contractor shall disclose in writing to the LACDA, any other contract or employment during the term of this Contract by any other persons, business or corporation in which employment will or may likely develop a conflict of interest between the LACDA's interest and the interests of the third parties.

10.8 Indemnification

The Contractor ("Indemnitor") shall indemnify, defend and hold harmless the, LACDA, the County of Los Angeles, and each of their elected and appointed officers, officials, representatives, employees, successors, assigns, predecessors, lenders, accountants, attorneys, and agents (each an "Indemnitee") from and against any and all liability, demands, damages, claims, causes of action, judgments, awards, expenses, and fees (including reasonable attorneys', experts' and consultants' fees) including, but not limited to, claims for bodily injury, property damage, loss of income, pain and suffering, emotional and psychological distress, and death, that arises from, pertains to, or relates to (whether in whole or in part) the acts, errors, or omissions of Indemnitor, Indemnitor's agent(s), representative(s), employee(s), or any third party with whom Indemnitor directly contracts with (or for whom Indemnitor is otherwise legally responsible for) in connection with the performance of Indemnitor's obligations under this Contract (collectively, the "Indemnified Liabilities"). If Indemnitor is a "design professional" within the meaning of *Civil Code* § 2782.8, Indemnitor shall only be required to indemnify and defend Indemnitee to the extent that the claims arise from, pertain to, or relate to the negligence, recklessness, or willful misconduct of the



Indemnitor. Notwithstanding anything to the contrary, Indemnitor shall only be required to indemnify a particular Indemnitee to the extent that the Indemnified Liabilities was not caused by the sole negligence, active negligence, or willful misconduct of that Indemnitee. Indemnitor agrees to require each and every third party with whom Indemnitor directly contracts with (or for whom Indemnitor is otherwise legally responsible for) to be considered an additional "Indemnitor" under this provision and to separately agree to indemnify, defend, and hold harmless each Indemnitee for the work, materials, and services provided by that third party as required under this provision. The parties intend for this provision to not violate any applicable laws (including *Civil Code* §§ 2782 *et. seq.*) and, to the fullest extent permitted by law, this provision shall be interpreted in such a manner. In the event of a conflict between this provision and any other provision in this Contract or any other contract between Indemnitor and Indemnitee, this provision shall govern. This provision shall survive the termination or expiration of the Contract and will continue to remain in full force and effect for ten years from substantial completion of Indemnitor's services, work, or provision of materials, or until all applicable statutes of limitations for the Indemnified Liabilities have expired, whichever is longer.

#### **LACDA MUTUAL INDEMNITY**

Imperial Brothers shall indemnify, defend, and hold harmless the LACDA and their officials, officers, employees, and agents (hereinafter collectively "Public Entities") from and against any and all liability, demands, damages, claims, causes of action, fees, and expenses (including reasonable attorneys' fees, expert witness fees, and legal costs) including, but not limited to, claims for bodily injury, property damage, and death (hereinafter collectively referred to as "liabilities") arising from or connected with the Imperial Brothers acts, errors, and/or omissions under this contract or the services to be provided by Imperial Brothers hereunder. The Imperial Brothers shall not be required to indemnify, defend, and hold harmless the Public Entities from any liabilities that are caused by the sole negligence or willful misconduct of the LACDA or its officials, officers, employees, or agents.

The LACDA of the County of Los Angeles shall indemnify, defend, and hold harmless the Imperial Brothers. and its officials, officers, employees, and agents from and against any and all liability, demands, damages, claims, causes of action, fees, and expenses (including reasonable attorneys' fees, expert witness fees, and legal costs) including, but not limited to, claims for bodily injury, property damage, and death (hereinafter collectively referred to as "liabilities") arising from or connected with the LACDA's acts, errors, and/or omissions under this contract or the services to be provided by the LACDA hereunder. The LACDA shall not be required to indemnify, defend, and hold harmless the Imperial Brothers or its officials, officers, employees, or agents from any liabilities that are caused by the sole negligence or willful misconduct of the Imperial Brothers or its officials, officers, employees, or agents.



10.9 Subcontracting

The Contractor may subcontract only those specific portions of the work allowed in the original specifications covered by this Contract with prior written approval by the LACDA.

10.10 Assignment

The Contractor shall not assign its rights or delegate its duties under the 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 paragraph, 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 the Contract shall be deductible, at the LACDA's sole discretion, against the claims, which the Contractor may have against the LACDA. However, the LACDA reserves the right to assign this Contract to another public agency without the consent of the Contractor.

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 affected 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.

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 the 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.

10.11 Confidentiality of Reports

The Contractor shall keep confidential all reports, information and data received, prepared or assembled pursuant to performance hereunder. Such information shall not be made available to any person, firm, corporation, or entity without the prior written consent of the LACDA.

10.12 Severability

In the event that any provision herein contained is held to be invalid, void or illegal by any court of competent jurisdiction, the same shall be deemed severable from the remainder of the Contract and shall in no way affect, impair or invalidate any



other provision contained herein. If any such provision shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law.

10.13 Safety Standards and Accident Prevention

The Contractor shall comply with all applicable Federal, state and local laws governing safety, health and sanitation. The Contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions, on his/her own responsibility, reasonably necessary to protect the life and health of employees on the job and the public and to protect property in connection with the performance of this Contract.

10.14 Drug Free Workplace Act of the State of California

The Contractor certifies under penalty of perjury under the laws of the State of California that the Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990.

10.15 Copyright

No report, maps, or other documents produced in whole or in part under this Contract shall be the subject of an application for copyright by or on behalf of the Contractor. All documents become the property of the LACDA and the LACDA holds all the rights to said data.

10.16 Independent Contractor

The Contractor shall perform the services as contained herein as an independent contractor and shall not be considered an employee of the LACDA, or under LACDA supervision or control. This Contract is by and between the Contractor and the LACDA, and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, between the LACDA and the Contractor.

10.17 Waiver

No breach of any provision hereof can be waived unless in writing. Waiver of any one breach of any provision shall not be deemed to be a waiver of any breach of the same or any other provision hereof.

10.18 Notices

The LACDA shall provide Contractor with notice of any injury or damage arising from or connected with services rendered pursuant to this Contract to the extent that the LACDA has actual knowledge of such injury or damage. The LACDA shall provide such notice within ten (10) days of receiving actual knowledge of such injury or damage.

Notices provided for in this Contract shall be in writing and shall be addressed to the representative of each Party.



LACDA:

Twima Earley, Director  
Los Angeles County Development Authority  
700 W. Main St.  
Alhambra, CA 91801

Contractor:

Imperial Brothers  
Marquise Charles, President  
11215 Ardath Avenue  
Inglewood, CA 90303

Notices shall be deemed delivered on the third day after posting by U.S. Mail or when delivered in person with written acknowledgement of the receipt thereof. LACDA and Contractor may designate a different address or addresses for notices to be sent by giving written notice of such change of address to all other parties entitled to receive notice.

10.19 Interpretation

No provision of this Contract is to be interpreted for or against either party because that party or that party's legal representative drafted such provision, but this Contract is to be construed as if it were drafted by both parties hereto.

10.20 Employees of Contractor

Workers' Compensation: Contractor understands and agrees that all persons furnishing services to the LACDA pursuant to this Contract are, for the purposes of workers' compensation liability, employees solely of Contractor. Contractor shall bear sole responsibility and liability for providing Workers' Compensation benefits to any person for injury arising from an accident connected with services provided to the LACDA under this Contract.

Professional Conduct: The LACDA does not and will not condone any act, gestures, comments or conduct from the Contractor's employees, agents or subcontractors which may be construed as sexual harassment or any other type of activity or behavior that might be construed as harassment. The LACDA will properly investigate all charges of harassment by residents, employees, agents or subcontractors and is responsible for taking appropriate action after reports of harassment are received by the Contractor.

10.21 Patent Rights

The LACDA will hold all the patent rights with respect to any discovery or invention which arises or is developed in the course of, or under, this Contract.

10.22 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 Attachment A, Internal Revenue Service Notice 1015.

**10.23 Use of Recycled-Content Paper Products**

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

**10.24 Contractor Responsibility and Debarment**

- A. A responsible Contractor is a contractor, consultant, vendor or operating agency who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the policy of the LACDA and County to conduct business only with responsible contractors.
- B. The Contractor is hereby notified that 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 to exceed five years but may exceed five years or be permanent if warranted by circumstances, and terminate any or all existing contracts the Contractor may have with the LACDA.
- C. The LACDA may debar a contractor, consultant, vendor or operating agency if the Board of Commissioners finds, in its discretion, that the contractor has done any of the following: (1) violated any term of a contract with the LACDA, or County or a nonprofit corporation created by the LACDA, or County, (2) committed an act or omission which negatively reflects on the its quality, fitness or capacity to perform a contract with the LACDA, or County, any other public entity, a nonprofit corporation created by the LACDA, or County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the LACDA, County, or any other public entity.
- D. 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.
- E. 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 of Commissioners.

- F. 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 Contract Hearing Board shall be presented 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 Hearing Board.
- G. If a Contractor has been debarred for a period longer than five years, that Contractor may, after the debarment has been in effect for at least five 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 LACDAship or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the LACDA.
- H. The Contractor Hearing Board will consider a request for review of the debarment determination only where (1) the Contractor has been debarred for a period longer than five years; (2) the debarment has been in effect for at least five years; and (3) the request is in writing, states one or more of the ground 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.

- I. These terms shall also apply to subcontractors and subconsultants of County, LACDA contractors, consultants, vendors and agencies.



#### 10.25 Compliance With Jury Service Program

1. Unless Contractor has demonstrated to the County's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program or that Contractor qualifies for an exception to the Jury Service Program, Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.
2. For purposes of this Section, "Contractor" means a person, partnership, corporation or other entity which has a contract with the LACDA or a subcontract with a LACDA 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 Contractor. "Full time" means forty (40) hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the 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 ninety (90) days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any subcontractor to perform services for the LACDA under the Contract, the subcontractor shall also be subject to the provisions of this Section. The provisions of this Section shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.
3. If Contractor is not required to comply with the Jury Service Program when the Contract commences, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor shall immediately notify the LACDA if Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if Contractor no longer qualifies for an exception to the Program. In either event, 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 Contractor demonstrate to the LACDA's satisfaction that Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that Contractor continues to qualify for an exception to the Program.



4. Contractor's violation of this Section 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 Contractor from the award of future LACDA contracts for a period of time consistent with the seriousness of the breach.

10.26 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, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheets are set forth in Attachment B of this Contract and are also available on the Internet at [www.babysafela.org](http://www.babysafela.org) for printing purposes.

10.27 Contractor's Acknowledgment of LACDA's Commitment to the Safely Surrendered Baby Law

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 "Safely Surrendered Baby Law" poster in a prominent position at the Contractor's place of business. The Contractor will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. The County's Department of Children and Family Services will supply the Contractor with the poster to be used.

10.28 Intentionally Omitted

10.29 Contractor's Warranty of Compliance With County's Defaulted Property Tax Reduction Program

The Contractor acknowledges that the County has established a goal of ensuring that all individuals and businesses that benefit financially from the County through contract are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers. 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 the County's Defaulted Tax Program pursuant to Los Angeles County Code, Chapter 2.206.

10.30 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 10.29, "CONTRACTOR'S WARRANTY OF COMPLIANCE WITH County's DEFAULTED PROPERTY TAX REDUCTION PROGRAM" shall constitute default under this Contract. Without limiting the rights and remedies



available to the LACDA under any other provision of this Contract, failure of the Contractor to cure such default within 10 days of notice shall be grounds upon which the LACDA may terminate this contract and/or pursue debarment of the Contractor, pursuant to County's Defaulted Property Tax Reduction Program, to Los Angeles County Code, Chapter 2.206.

10.31 Authorization Warranty

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

10.32 Contractor's Compliance with the LACDA's Smoke Free Policy at All Housing Development Properties

The Contractor represents that it will comply with the LACDA's policy strictly prohibiting smoking on all LACDA housing development properties, except at the South Bay Gardens Senior Housing Development located at 230 E. 130<sup>th</sup> 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 applies to all residents, guests, visitors, vendors, contractors, and staff.

10.33 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 ten (10) days before every statewide election, every Contractor and subcontractors shall keep posted conspicuously at the place of work, if practicable, or elsewhere where it can be seen as employees come or go to their place of work, a notice setting forth the provisions of Section 14000.

10.34 Compliance with County's Zero Tolerance Human Trafficking

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

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.



#### 10.35 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.

#### 10.36 Unique Terms and Conditions

##### 1. COVID-19 Vaccinations of LACDA Contractor Personnel

- 1.1 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").
- 1.2 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").
- 1.3 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.

- 1.4 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.
- 1.5 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.



10.37 Facsimile/Electronic Representations:

The LACDA and the Contractor hereby agree to regard facsimile/electronic representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Agreement, Change Orders and amendments prepared, 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/electronic transmissions of such documents with subsequent (non-facsimile/electronic) transmission of "original" versions of such documents. Electronic signatures include facsimile or email 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 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, 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.

10.38 Entire Contract

This Contract with attachments constitutes the entire understanding and agreement of the parties.



[illegible]



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

LACDA

LOS ANGELES COUNTY  
DEVELOPMENT AUTHORITY, A  
BODY CORPORATE AND POLITIC

CONTRACTOR

IMPERIAL BROTHERS

License Number: 1081379

By: \_\_\_\_\_

EMILIO SALAS

Title: EXECUTIVE DIRECTOR

Date: \_\_\_\_\_

APPROVED AS TO PROGRAM:

By: \_\_\_\_\_

MARQUISE CHARLES

Title: PRESIDENT

Date: \_\_\_\_\_

\_\_\_\_\_  
TWIMA EARLEY

Title: DIRECTOR, HOUSING  
OPERATIONS DIVISION

Date: \_\_\_\_\_

APPROVED AS TO FORM  
Office of County Counsel,  
DAWYN R. HARRISON  
Acting County Counsel

**BUSINESS ADDRESS**

11215 ARDATH AVENUE, \_\_\_\_\_

INGLEWOOD, CA 90303 \_\_\_\_\_

By: \_\_\_\_\_

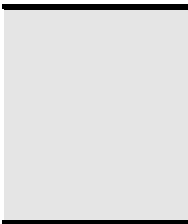
Deputy

Telephone: (435) 881-5089 \_\_\_\_\_

Fax: N/A \_\_\_\_\_

**CORPORATE SEAL**

Required Signatures:



If sole proprietor, one signature of sole proprietor.

If partnership, the signature of at least one general partner authorized to sign contracts on behalf of the partnership.

If Corporation, the signatures of those officers required to sign contracts on behalf of the Corporation, and the Corporate Seal.



# BOARD LETTER/MEMO CLUSTER FACT SHEET

☒ Board Letter

☐ Board Memo

☐ Other

<b>CLUSTER AGENDA REVIEW DATE</b>	8/31/2022				
<b>BOARD MEETING DATE</b>	9/13/2022				
<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 checked="" 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>	LA County Library				
<b>SUBJECT</b>	Award Contracts for Landscape and Ground Maintenance Services for Area 6, Area 8 and Library Headquarters				
<b>PROGRAM</b>	County Library				
<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>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;">           Total cost:            \$978,199.20 Area 6            \$953,568.00 Area 8            \$173,448.00 LHQ         </td> <td style="width: 50%;">           Funding source:            Library's Fiscal Year 2022-23 Operating Budget         </td> </tr> </table>			Total cost: \$978,199.20 Area 6 \$953,568.00 Area 8 \$173,448.00 LHQ	Funding source: Library's Fiscal Year 2022-23 Operating Budget
Total cost: \$978,199.20 Area 6 \$953,568.00 Area 8 \$173,448.00 LHQ	Funding source: Library's Fiscal Year 2022-23 Operating Budget				
	TERMS (if applicable): Four (4) year term, with one (1) one-year and six (6) month-to-month extensions for a total of five (5) years and six (6) months				
	Explanation:				
<b>PURPOSE OF REQUEST</b>	Approve the proposed contracts with Sepco Earthscape, Inc., to provide landscape and grounds maintenance services at 26 library facilities located within LA County Library's Landscape and Grounds Maintenance Services Area 6, Area 8, and Library Headquarters.				
<b>BACKGROUND (include internal/external issues that may exist including any related motions)</b>	Landscape and grounds maintenance services are essential to the Library's goal of providing a safe and welcoming environment to the community. The current agreements with Sepco Earthscape, Inc. for landscape and grounds maintenance services for Area 6, Area 8, and LHQ will expire on September 15, 2022. On April 18, 2022, LA County Library released a Request for Proposals Request for Proposals for Landscape and Grounds Maintenance Services Area 6, Area 8, and Library Headquarters. On May 16, 2022, LA County Library received a total of three proposals. The proposals submitted by Sepco Earthscape, Inc., were the highest ranked, lowest cost, and most responsive and responsible of the proposals evaluated.				
<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 #7: Sustainability: Approval of the grant award supports the vision of making the County more livable, economically stronger, more equitable, and more resilient, by investing in public infrastructure that will enhance cultural, recreational, and learning opportunities for County residents and visitors.				
<b>DEPARTMENTAL CONTACTS</b>	Name, Title, Phone # & Email: Grace Reyes (Library), Administrative Deputy, (562) 940-8406, <a href="mailto:greyes@library.lacounty.gov">greyes@library.lacounty.gov</a>				



September 13, 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:

**AWARD CONTRACTS FOR LANDSCAPE AND GROUND MAINTENANCE  
SERVICES FOR AREA 6, AREA 8 AND LIBRARY HEADQUARTERS  
(SUPERVISORIAL DISTRICTS 1, 3, 4, AND 5) (3 VOTES)**

**SUBJECT**

Approve the proposed contracts with Sepco Earthscape, Inc., (Contractor) to provide landscape and grounds maintenance services at 26 library facilities located within LA County Library's (Library) Landscape and Grounds Maintenance Services Area 6, Area 8, and Library Headquarters as a result of a Request for Proposal (RFP) released on April 18, 2022.

**IT IS RECOMMENDED THAT YOUR BOARD:**

1. Find that the proposed actions are not a project under the California Environmental Quality Act (CEQA) pursuant to the State CEQA Guidelines, Section 15378.
2. Find that landscape and grounds maintenance services for the Library's Landscape and Grounds Maintenance Services Area 6, Area 8, and Library Headquarters can be performed more economically by an independent contractor than by County employees.
3. Approve and instruct the Chair to sign the three attached contracts to Sepco Earthscape, Inc. to provide landscape and grounds maintenance services for the Library's Area 6, Area 8, and Library Headquarters, for a period of four (4) years, with one (1) one-year renewal option, and month-to-month extensions not to exceed a total of six (6) months per contract at a total contract sum of \$978,199.20 for Area 6, \$953,568.00 for Area 8 and \$173,448.00 for Library Headquarters for the five (5) years and six (6) months under the proposed contracts. The contracts will become effective upon your Board's approval.

7400 E Imperial Highway, Downey, CA 90242 | 562.940.8400 | LACountyLibrary.org



COUNTY OF LOS ANGELES SUPERVISORS

HILDA L. SOLIS  
1st District

HOLLY J. MITCHELL  
2nd District

SHEILA KUEHL  
3rd District

JANICE HAHN  
4th District

KATHRYN BARGER  
5th District



4. Approve and delegate authority to the County Librarian, or designee, to approve unanticipated work within the scope of the contracts.
5. Authorize and delegate authority to the County Librarian, or designee, to execute amendments to increase or decrease the number or size of facilities or the days of service covered by the contract over the contract term, and to adjust the Contractor's annual fee included in the annual contract sum due to such increases or decreases, not to exceed ten percent (10%) of the current annual contract sum, per amendment.
6. Authorize the County Librarian, or designee, to modify the annual estimate for unanticipated work included in the annual contract sum, not to exceed twenty percent (20%) of an amended Contractor's annual fee.
7. Authorize and delegate authority to the County Librarian, or designee, to execute amendments to exercise the renewal one-year option with an annual contract sum not to exceed the current annual contract sum and month-to-month extensions not to exceed six months, with an annual contract sum not to exceed six months of the current annual contract sum.

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

Landscape and grounds maintenance services are essential to Library's operation. Approval of the recommended actions will allow Library to continue to provide landscape and grounds maintenance services for the 26 library facilities located in Library's Landscape and Grounds Maintenance Services Area 6, Area 8, and Library Headquarters, as detailed in Attachment A.

The award of these three contracts for landscape and grounds maintenance services to Sepco Earthscape, Inc., is part of a continuing effort by Library to provide the best possible service at the lowest responsible cost. The recommended actions are submitted based upon a finding that the provision of landscape and grounds maintenance services for the affected County facilities can be performed more economically by an independent contractor.

The current agreements with Sepco Earthscape, Inc. will expire on September 15, 2022. The proposed contracts will become effective upon your Board's approval.

The total contract amount for Area 6 will not exceed \$978,199.20, which is comprised of the Contractor's fee of \$815,166.00 and an estimate for unanticipated work of



\$163,033.20, as requested by LA County Library, over the five (5) years and six (6) months of this Contract.

The total contract amount for Area 8 will not exceed \$953,568.00, which is comprised of the Contractor's fee of \$794,640.00 and an estimate for unanticipated work of \$158,928.00, as requested by LA County Library, over the five (5) years and six (6) months of this Contract.

The total contract amount for Library Headquarters will not exceed \$173,448.00, which is comprised of the Contractor's fee of \$144,540.00 and an estimate for unanticipated work of \$28,908.00, as requested by LA County Library, over the five (5) years and six (6) months of this Contract.

The contracts are subject to an annual living wage rate increase.

### **Implementation of Strategic Plan Goals**

The County Strategic Plan directs the provisions of Strategy II.2, Support the Wellness of our Communities, Objective II.2.2, Expand Access to Recreational and Cultural Opportunities, and Strategy III.3, Pursue Operational Effectiveness, Fiscal responsibility, and Accountability, Objective III.3.2, Manage and Maximize County Assets. The recommended actions support the Strategic Plan by investing in public infrastructure that will enhance cultural, recreational, and learning opportunities for County residents and visitors, and improve the operational effectiveness of an existing County asset.

### **FISCAL IMPACT/FINANCING**

Under the terms of the recommended agreements, the Contractor will provide landscape and grounds maintenance services for the specified areas over a maximum term of five (5) years and six (6) months.

Funding for the Library's annual contract sum of these three contracts is included in the Library's Fiscal Year 2022-23 Operating Budget.

The annual contract sum of \$177,854.40 for Area 6 will allow the payment of the Contractor's annual fee of \$148,212.00, and the annual estimate for unanticipated work of \$29,642.40, 20% of the Contractor's annual fee for a total contract amount not to exceed \$978,199.20 over the five (5) years and six (6) months of this Contract.

The annual contract sum of \$173,376.00 for Area 8 will allow the payment of the Contractor's annual fee of \$144,480.00, and the annual estimate for unanticipated work



of \$28,896.00, 20% of the Contractor's annual fee for a total contract amount not to exceed \$953,568.00 over the five (5) years and six (6) months of this Contract.

The annual contract sum of \$31,536.00 for Library Headquarters will allow the payment of the Contractor's annual fee of \$26,280.00, and the annual estimate for unanticipated work of \$5,256.00, 20% of the Contractor's annual fee for a total contract amount not to exceed \$173,448.00 over the five (5) years and six (6) months of this Contract.

Use of unanticipated work funds will be based on actual need. If no such need arises, the contract amount and funding for unanticipated work will not be used or expended. The proposed contracts are subject to an annual living wage rate increase.

The recommended Contractor's annual fee of \$148,212.00 for Area 6, represents a cost savings of \$139,345 (49%) over the estimated County cost (including start-up costs) to perform similar services for the first year.

The recommended Contractor's annual fee of \$144,480.00 for Area 8, represents a cost savings of \$140,095 (49%) over the estimated County cost (including start-up costs) to perform similar services for the first year.

The recommended Contractor's annual fee of \$26,280.00 for Library Headquarters, represents a cost savings of \$261,290 (91%) over the estimated County cost (including start-up costs) to perform similar services for the first year.

The cost analysis (Attachment B) is calculated based on the Revised Proposition A Contract Cost Format developed by the County Auditor-Controller's guidelines. The proposed contracts do not include and are not subject to cost-of-living increases.

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

Representatives of SEIU Local 721 were notified of the proposed contracts.

The current contracts for landscape and grounds maintenance services for Area 6, Area 8, and Library Headquarters, have been performed with Sepco Earthscape, Inc. since December 1, 2015 and will expire on September 15, 2022.

Under the provisions of Section 2.121.250 through Section 2.121.420 of the Los Angeles County Code, proposals were solicited for the provision of landscape and grounds maintenance services at the 26 library facilities located in the Library's Landscape and Grounds Maintenance Services Area 6, Area 8, and Library Headquarters. All



requirements of County Code Section 2.121.380 have been met and there is no conflict of interest.

These contracts are in compliance with the mandatory living wage requirements as set forth in Los Angeles County Code Chapter 2.201 (Living Wage Program). The Department has evaluated and determined that the contractor fully complies with the requirements of the Living Wage Program and the contractor has certified that it will comply with all terms, conditions, and requirements of the County's Living Wage Program and agrees to pay its full-time employees providing County services a living wage. There is no impact to current County employees.

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

The proposed contracts contain a provision, (which the recommended contractor agrees), that requires the contractor to give first consideration for any employment openings to qualified permanent County employees who are targeted for layoffs or on the County's re-employment list during the life of the contract. The recommended contractor further agrees to comply with all County standard terms and conditions, including indemnification and insurance requirements, Child Support Compliance Program, Defaulted Property Tax Reduction Program, Jury Service Program and the Safely Surrendered Baby Law.

The recommended Contracts with Sepco Earthscape, Inc. shall commence upon the Board's approval, for a four (4) year term, with one (1) one-year and six (6) month-to-month extensions at the option of LA County Library in accordance with the Term of the Contract, for a maximum term of five (5) years and six (6) months. The Contractor is in compliance with all Board, CEO, and Counsel's requirements. Additionally, the Contract contains performance standards, including liquidated damages for substandard and/or non-performance.

The attached Contracts with Sepco Earthscape, Inc. (Attachment C) have been reviewed and approved as to form by County Counsel.

### **CONTRACTING PROCESS**

On April 18, 2022, LA County Library released a Request for Proposals for Landscape and Grounds Maintenance Services Area 6, Area 8, and Library Headquarters. The solicitation was posted on the County's "Doing Business with Us" web site (Attachment D) and from vendors listed in the County Office of Affirmative Action Compliance's Community Business Enterprise (CBE) Database (Attachment E). Advertisements were also placed in the *Los Angeles Daily News*, *Los Angeles Times*, *Long Beach Press-Telegram*, and *San Gabriel Daily News*.



On May 16, 2022, LA County Library received a total of three proposals. One proposal was disqualified for failing to provide required documents. During the evaluation phase, Far East Landscape and Maintenance, Inc. withdrew their proposals for Area 6 and Area 8, citing errors in their Cost Proposal which would make it impossible to perform the services for those areas. The Library Headquarters proposals from Sepco Earthscape, Inc. and Far East Landscape and Maintenance Inc. and proposals from Sepco Earthscape Inc. for Area 6 and Area 8 were evaluated utilizing the informed averaging scoring method and rated on the following criteria: proposer's qualifications; proposer's approach to providing required services, proposer's quality control plan; and cost. All related evaluation materials and scoring documents were retained. LA County Library also reviewed available resources to assess the recommended contractors' past performance.

The proposals submitted by Sepco Earthscape, Inc., were the highest ranked, lowest cost, and most responsive and responsible of the proposals evaluated. Sepco Earthscape, Inc. met all of the minimum RFP requirements and its proposal was complete and detailed. The proposal clearly demonstrated that Sepco Earthscape, Inc. has a good understanding of the scope of work to be performed and the complexity of LA County Library's service requirements. Sepco Earthscape, Inc. has verifiable experience providing Landscape and Grounds Maintenance Services as required by LA County Library.

### **ENVIRONMENTAL DOCUMENTATION**

The recommended actions are not subject to the California Environmental Quality Act (CEQA) because they do not constitute a project according to Section 15378 of CEQA.

### **IMPACT ON CURRENT SERVICES**

Award of these service Contracts will allow LA County Library to continue the landscape and grounds maintenance services for Area 6, Area 8, and Library Headquarters.

### **CONCLUSION**

Please return to LA County Library two fully conformed copies of each of the three contracts with original signatures.

If there are any questions or there is a need for additional information, please contact me at (562) 940-8400.



Honorable Board of Supervisors  
September 13, 2022  
Page 7

Respectfully submitted,

SKYE PATRICK  
County Librarian

SP:YDR:GR:EM

Enclosures

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



LA COUNTY LIBRARY

Landscape & Grounds Maintenance Services  
Area 6, Area 8, and Library Headquarters (LHQ)

**First District**

Anthony Quinn Library  
Baldwin Park Library  
Chet Holifield Library  
City Terrace Library  
El Camino Real Library  
El Monte Library  
Hacienda Heights Library  
La Puente Library  
Montebello Library  
Norwood Library  
Rowland Heights Library  
San Gabriel Library  
South El Monte Library  
Sunkist Library  
Walnut Library

**Second District**

None

**Third District**

Topanga Library

**Fourth District**

LA County Library Headquarters

**Fifth District**

Acton-Agua Dulce Library  
Duarte Library  
La Cañada Flintridge Library  
La Crescenta Library  
Lancaster Library  
Littlerock Library  
Live Oak Library  
Quartz Hill Library  
San Dimas Library



LANDSCAPE AND GROUNDS MAINTENANCE - AREA 6  
COUNTY VS. CONTRACTOR COSTS  
Contractor - SEPCO Earthscape, Inc.  
By Category

Costs by Category	County	Contractor	Difference
<b>STAFFING:</b>			
Grounds Maintenance Supv.	0.19	0.16	0.03
Grounds Maint. Worker II	0.85	0.71	0.14
Grounds Maint. Worker I	0.85	0.71	0.14
Plumber Apprentice	0.06	0.05	0.01
<b>TOTAL STAFFING</b>	<b>1.94</b>	<b>1.61</b>	<b>0.32</b>
<b>S &amp; EB</b>			
Salaries	\$93,703	\$68,316	\$25,387
Employee Benefits	60,486	15,572	44,914
<b>TOTAL S &amp; EB</b>	<b>\$154,189</b>	<b>\$83,888</b>	<b>\$70,301</b>
<b>SERVICES AND SUPPLIES</b>			
Supplies & Material	\$27,614	\$3,840	\$23,774
Uniforms	2,092	540	1,552
Services	0	4,560	(4,560)
Telephone/Utilities	0	900	(900)
Mileage	0	0	0
<b>TOTAL SERVICES AND SUPPLIES</b>	<b>\$29,706</b>	<b>\$9,840</b>	<b>\$19,866</b>
<b>VEHICLES AND EQUIPMENT</b>			
Ongoing	\$2,526	\$8,760	(\$6,234)
One time startup	101,136	0	101,136
<b>TOTAL EQUIPMENT</b>	<b>\$103,662</b>	<b>\$8,760</b>	<b>\$94,902</b>
<b>TOTAL SERVICES/SUPPLIES/EQUIPMENT</b>	<b>\$133,368</b>	<b>\$18,600</b>	<b>\$114,768</b>
<b>General Liability/Auto Insurance</b>	0	18,600	(18,600)
<b>General Accounting/Bookkeeping</b>	0	1,560	(1,560)
<b>CONTRACT MONITORING</b>	0	0	0
<b>OVERHEAD &amp; PROFIT</b>	0	25,564	(25,564)
<b>TOTAL COUNTY VS. CONTRACT COSTS</b>	<b>287,557</b>	<b>148,212</b>	<b>139,345</b>
<b>ESTIMATED SAVINGS PERCENTAGE</b>			<b>49%</b>



LANDSCAPE AND GROUNDS MAINTENANCE - AREA 8  
COUNTY VS. CONTRACTOR COSTS  
Contractor - SEPCO Earthscape, Inc.  
By Category

Costs by Category	County	Contractor	Difference
<b>STAFFING:</b>			
Grounds Maintenance Supv.	0.18	0.15	0.03
Grounds Maint. Worker II	0.84	0.70	0.14
Grounds Maint. Worker I	0.84	0.70	0.14
Plumber Apprentice	0.18	0.15	0.03
<b>TOTAL STAFFING</b>	<b>2.04</b>	<b>1.70</b>	<b>0.34</b>
<b>S &amp; EB</b>			
Salaries	\$98,277	\$71,868	\$26,409
Employee Benefits	63,438	16,394	47,044
<b>TOTAL S &amp; EB</b>	<b>\$161,715</b>	<b>\$88,262</b>	<b>\$73,453</b>
<b>SERVICES AND SUPPLIES</b>			
Supplies & Material	\$29,938	\$2,184	\$27,754
Uniforms	7,173	360	6,813
Services	0	2,400	(2,400)
Telephone/Utilities	0	600	(600)
Mileage	0	0	0
<b>TOTAL SERVICES AND SUPPLIES</b>	<b>\$37,111</b>	<b>\$5,544</b>	<b>\$31,567</b>
<b>VEHICLES AND EQUIPMENT</b>			
Ongoing	\$2,760	\$4,560	(\$1,800)
One time startup	82,988	0	82,988
<b>TOTAL EQUIPMENT</b>	<b>\$85,748</b>	<b>\$4,560</b>	<b>\$81,188</b>
<b>TOTAL SERVICES/SUPPLIES/EQUIPMENT</b>	<b>\$122,859</b>	<b>\$10,104</b>	<b>\$112,755</b>
<b>General Liability/Auto Insurance</b>	0	9,600	(9,600)
<b>General Accounting/Bookkeeping</b>	0	1,236	(1,236)
<b>CONTRACT MONITORING</b>	0	0	0
<b>OVERHEAD &amp; PROFIT</b>	0	35,278	(35,278)
<b>TOTAL COUNTY VS. CONTRACT COSTS</b>	<b>284,575</b>	<b>144,480</b>	<b>140,095</b>
<b>ESTIMATED SAVINGS PERCENTAGE</b>			<b>49%</b>



LANDSCAPE AND GROUNDS MAINTENANCE - LHQ  
COUNTY VS. CONTRACTOR COSTS  
Contractor - SEPCO Earthscape, Inc.  
By Category

Costs by Category	County	Contractor	Difference
<b>STAFFING:</b>			
Grounds Maintenance Supv.	0.19	0.05	0.14
Grounds Maint. Worker II	0.85	0.09	0.76
Grounds Maint. Worker I	0.85	0.18	0.67
Plumber Apprentice	0.06	0.02	0.04
<b>TOTAL STAFFING</b>	<b>1.94</b>	<b>0.34</b>	<b>1.60</b>
<b>S &amp; EB</b>			
Salaries	\$93,711	\$40,802	\$52,909
Employee Benefits	60,491	6,488	54,002
<b>TOTAL S &amp; EB</b>	<b>\$154,202</b>	<b>\$47,290</b>	<b>\$106,912</b>
<b>SERVICES AND SUPPLIES</b>			
Supplies & Material	\$27,614	\$320	\$27,294
Uniforms	2,092	45	2,047
Services	0	380	(380)
Telephone/Utilities	0	75	(75)
Mileage	0	0	0
<b>TOTAL SERVICES AND SUPPLIES</b>	<b>\$29,706</b>	<b>\$820</b>	<b>\$28,886</b>
<b>VEHICLES AND EQUIPMENT</b>			
Ongoing	\$2,526	\$730	\$1,796
One time startup	101,136	0	101,136
<b>TOTAL EQUIPMENT</b>	<b>\$103,662</b>	<b>\$730</b>	<b>\$102,932</b>
<b>TOTAL SERVICES/SUPPLIES/EQUIPMENT</b>	<b>\$133,368</b>	<b>\$1,550</b>	<b>\$131,818</b>
<b>General Liability/Auto Insurance</b>	0	1,550	(1,550)
<b>General Accounting/Bookkeeping</b>	0	130	(130)
<b>CONTRACT MONITORING</b>	0	0	0
<b>OVERHEAD &amp; PROFIT</b>	0	41,321	(41,321)
<b>TOTAL COUNTY VS. CONTRACT COSTS</b>	<b>287,570</b>	<b>91,841</b>	<b>195,728</b>
<b>ESTIMATED SAVINGS PERCENTAGE</b>			<b>58%</b>





**CONTRACT BY AND BETWEEN**

**COUNTY OF LOS ANGELES**

**AND**

**SEPCO EARTHSCAPE, INC.**

**FOR**

**LANDSCAPE AND GROUNDS MAINTENANCE SERVICES**

**AREA 6**



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### **STANDARD EXHIBITS**

- A Statement of Work
- B Pricing Schedule
- C Contractor's Proposed Schedule
- D Contractor's EEO Certification
- E County's Administration
- F Contractor's Administration
- G Form(s) Required at the Time of Contract Execution
- H Jury Service Ordinance
- I Safely Surrendered Baby Law

### **UNIQUE EXHIBITS**

#### **PROP A – LIVING WAGE PROGRAM EXHIBITS**

- J Living Wage Ordinance
- K Living Wage Rate Annual Adjustments
- L Payroll Statement of Compliance

#### **FACILITIES MAINTENANCE COST**

- M Facilities Maintenance Cost



**CONTRACT BETWEEN  
COUNTY OF LOS ANGELES  
AND  
SEPCO EARTHSCAPE, INC.  
FOR  
LANDSCAPE AND GROUNDS MAINTENANCE SERVICES  
AREA 6**

This Contract ("Contract") made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2022 by and between the County of Los Angeles, hereinafter referred to as County and Sepco Earthscape, Inc., hereinafter referred to as "Contractor". Sepco Earthscape, Inc. is located at P.O. Box 5640, Santa Monica, CA 90409.

**RECITALS**

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

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

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

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

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

**1 APPLICABLE DOCUMENTS**

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



### **Standard Exhibits:**

- 1.1 Exhibit A - Statement of Work
- 1.2 Exhibit B - Pricing Schedule
- 1.3 Exhibit C - Contractor's Proposed Schedule
- 1.4 Exhibit D - Contractor's EEO Certification
- 1.5 Exhibit E - County's Administration
- 1.6 Exhibit F - Contractor's Administration
- 1.7 Exhibit G - Forms Required at the Time of Contract Execution
- 1.8 Exhibit H - Jury Service Ordinance
- 1.9 Exhibit I - Safely Surrendered Baby Law

### **Unique Exhibits:**

#### **Prop A – Living Wage Program**

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

#### **Facilities Maintenance Cost**

- 1.13 Exhibit M - Facilities Maintenance Cost

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

## **2 DEFINITIONS**

### **2.1 Standard Definitions:**

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

**2.1.1.1 Contract:** This agreement executed between County and Contractor. Included are all supplemental agreements amending or



extending the service to be performed. The Contract sets forth the terms and conditions for the issuance and performance of all tasks, deliverables, services and other work.

2.1.1.2 **Contractor:** The person or persons, sole proprietor, partnership, joint venture, corporation or other legal entity who has entered into an agreement with the County to perform or execute the work covered by this contract.

2.1.1.3 **Statement of Work:** The directions, provisions, and requirements provided herein and special provisions pertaining to the method, frequency, manner and place of performing the contract services.

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

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

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

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

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

2.1.1.9 **County Project Director:** Person designated by County with authority for County on contractual



or administrative matters relating to this contract that cannot be resolved by the County's Project Manager.

- 2.1.1.10 **Day(s):** Calendar day(s) unless otherwise specified.
- 2.1.1.11 **Contractor Project Manager:** The person designated by the Contractor to administer the Contract operations under this Contract.
- 2.1.1.12 **Fiscal Year:** The twelve (12) month period beginning July 1st and ending the following June 30th.
- 2.1.1.13 **County Library:** LA County Library.
- 2.1.1.14 **Unanticipated Work:** Additional as-needed services performed under the Contract when the need arises and requested by the County.

### 3 WORK

- 3.1 Pursuant to the provisions of this Contract, the Contractor will fully perform, complete and deliver on time, all tasks, deliverables, services and other work as set forth in herein.
- 3.2 If the Contractor provides any tasks, deliverables, goods, services, or other work, other than as specified in this contract, the same will be deemed to be a gratuitous effort on the part of the Contractor, and the Contractor will have no claim whatsoever against the County.

### 4 TERM OF CONTRACT

- 4.1 The term of this Contract will be **four (4)** years commencing after execution by County's Board of Supervisors (Board) or September 16, 2022, whichever is later, unless sooner terminated or extended, in whole or in part, as provided in this Contract.
- 4.2 The County will have the sole option to extend this Contract term for up to one (1) additional one (1) year period and six (6) month to month extensions, for a maximum total Contract term of five (5) years and six (6) months. Each such extension option may be exercised at the sole discretion of the County Librarian or his/her designee, as authorized by the Board.



- 4.3 The County maintains databases that track/monitor Contractor performance history. Information entered into such databases may be used for a variety of purposes, including determining whether the County will exercise a contract term extension option.
- 4.4 The Contractor will notify County Library when this Contract is within nine (9) months of the expiration of the term as provided for hereinabove. Upon occurrence of this event, the Contractor will send written notification to County Library at the address herein provided in Exhibit E (County's Administration).

## **5 CONTRACT SUM**

### **5.1 Total Contract Sum**

- 5.1.1 The maximum annual Contract Sum under the terms of this Contract will be **\$177,854.40**, comprised of the Contractor's Fee of **\$148,212.00**, as specified in Exhibit C (Contractor's Proposed Schedule), and an annual estimate for unanticipated work of **\$29,642.40**, as authorized in Section 9.0, Unanticipated Work, of Exhibit A (Statement of Work).
- 5.1.2 The use of the annual estimate for unanticipated work is not guaranteed by the County, and is contingent upon County Library's adopted budget and needs.

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

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

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

- 5.3.1 The Contractor will maintain a system of record keeping that will allow the Contractor to determine when it has incurred seventy-five percent (75%) of the total contract sum under this Contract. Upon occurrence of this event, the Contractor



will send written notification to the County Library at the address herein provided in Exhibit E (County's Administration).

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

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

**5.5 Invoices and Payments**

5.5.1 The Contractor will invoice the County only for providing the tasks, deliverables, goods, services, and other work specified in Exhibit A (Statement of Work) and elsewhere hereunder. The Contractor will prepare invoices, which will include the charges owed to the Contractor by the County under the terms of this Contract. The Contractor's payments will be as provided in Exhibit B (Pricing Schedule), Exhibit C (Contractor's Proposed Schedule), and Exhibit M (Facilities Maintenance Cost), and the Contractor will be paid only for the tasks, deliverables, goods, services, and other work approved in writing by the County. If the County does not approve work in writing, no payment will be due to the Contractor for that work.

5.5.2 The Contractor's invoices will 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.

5.5.3 The Contractor will submit the monthly invoices to the County by the 15<sup>th</sup> calendar day of the month following the month of service.

**Prop A – Living Wage Program:**

**No invoice will be approved for payment unless the**



**following is included:**

**Exhibit L – Payroll Statement of Compliance**

- 5.5.4 All invoices under this Contract will be submitted to the County Library at the physical or electronic mail address of the County Contract Project Monitor herein provided in Exhibit E (County's Administration).

**5.5.5 County Approval of Invoices**

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

**5.5.6 Local Small Business Enterprises – Prompt Payment Program (if applicable)**

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

**5.6 Default Method of Payment: Direct Deposit or Electronic Funds Transfer**

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

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

- 5.6.3 Any provision of law, grant, or funding agreement requiring a specific form or method of payment other



than EFT or direct deposit will supersede this requirement with respect to those payments.

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

## **6 ADMINISTRATION OF CONTRACT – COUNTY**

### **6.1 County Administration**

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

### **6.2 County Project Director**

- 6.2.1 The role of the County Project Director may include:
  - 6.2.1.1 Coordinating with Contractor and ensuring Contractor's performance of the Contract; however, in no event will Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby; and
  - 6.2.1.2 Upon request of the Contractor, providing direction to the Contractor, as appropriate in areas relating to County policy, information requirements, and procedural requirements; however, in no event, will Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby.

### **6.3 County Project Manager**

- 6.3.1 The role of the County Project Manager is authorized to include:
  - 6.3.1.1 Meeting with the Contractor Project Manager on a regular basis; and



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

6.3.1.3 Approving unanticipated work as provided herein.

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

#### **6.4 County Contract Project Monitor**

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

## **7 ADMINISTRATION OF CONTRACT – CONTRACTOR**

### **7.1 Contractor's Administration**

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

### **7.2 Contractor Project Manager**

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

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

7.2.3 The Contractor Project Manager will have a minimum of



three (3) years of documented experience in the landscape and grounds maintenance service industry, including but, not limited to, the overseeing of the day-to-day operations in the delivery of services, quality control, and customer relations.

### **7.3 Approval of Contractor's Staff**

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

7.3.2 The County reserves the right to remove any Contractor staff, for any reason, from performing services under this or any other Contract held by and between Contractor and County Library, at any time during the term of this Contract.

7.3.2.1 Contractor staff removed pursuant to this Sub-section 7.3 (Approval of Contractor's Staff) will not relieve the Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

### **7.4 Contractor's Staff Identification**

7.4.1 The Contractor will provide, at Contractor's expense, all staff providing services under this Contract with a photo identification badge.

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

### **7.5 Background and Security Investigations**

7.5.1 Each of Contractor's staff performing services under this Contract, who is in a designated sensitive position, as determined by County in County's sole discretion, will undergo and pass a background investigation to the satisfaction of County as a condition of beginning and continuing to perform services under this Contract. Such



background investigation must be obtained through fingerprints submitted to the California Department of Justice to include State, local, and federal-level review, which may include, but will not be limited to, criminal conviction information. The fees associated with the background investigation will be at the expense of the Contractor, regardless of whether the member of Contractor's staff passes or fails the background investigation.

- 7.5.2 If a member of Contractor's staff does not pass the background investigation, County may request that the member of Contractor's staff be removed immediately from performing services under the Contract. Contractor will comply with County's request at any time during the term of the Contract. County will not provide to Contractor or to Contractor's staff any information obtained through the County's background investigation.
- 7.5.3 County, in its sole discretion, may immediately deny or terminate facility access to any member of Contractor's staff that does not pass such investigation to the satisfaction of the County or whose background or conduct is incompatible with County facility access.
- 7.5.4 Disqualification of any member of Contractor's staff pursuant to this Sub-section 7.5 (Background and Security Investigations) will not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

## **7.6 Confidentiality**

- 7.6.1 The Contractor will maintain the confidentiality of all records and information in accordance with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures relating to confidentiality, including, without limitation, County policies concerning information technology security and the protection of confidential records and information.
- 7.6.2 The Contractor will indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert,



consulting, or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with this Sub-section 7.6 (Confidentiality), as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Sub-section 7.6 (Confidentiality) will be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County will have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County will be entitled to retain its own counsel, including, without limitation, County Counsel, and to reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor will not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of County without County's prior written approval.

- 7.6.3 The Contractor will inform all of its officers, employees, agents and subcontractors providing services hereunder of the confidentiality provisions of this Contract.
- 7.6.4 The Contractor will sign and adhere to the provisions of Exhibit G1 (Contractor Acknowledgement and Confidentiality Agreement).

## **8 STANDARD TERMS AND CONDITIONS**

### **8.1 Amendments**

- 8.1.1 For any change which affects the scope of work, term, contract sum, payments, or any term or condition included under this Contract, an amendment to the Contract will be prepared and executed by the Contractor and by the Board, for the exceptions of the following:
  - (a) County Librarian is expressly authorized to increase the contract sum set forth in Section 5 (Contract Sum), not to exceed ten percent (10%) of the total annual Contractor's fee, originally approved by the Board, for a particular contract year, due to changes to the number or size of facilities or days of services pursuant to paragraph 8.1.4.



- (b) County Librarian is expressly authorized to increase the contract sum set forth in Section 5 (Contract Sum) for a particular contract year, due to capital projects which includes the addition of new facilities and major renovations of an existing facility.
- (c) County Librarian is expressly authorized to increase the contract sum to modify the annual estimate for unanticipated work included in the annual maximum contract sum, not to exceed twenty percent (20%) of the annual contractor's fee.

Any such changes will be in writing and signed by the Contractor and by the County Librarian, or his/her designee.

- 8.1.2 The County's Board of Supervisors or Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in the Contract during the term of this Contract. The County reserves the right to add and/or change such provisions as required by the County's Board of Supervisors or Chief Executive Officer. To implement such changes, an Amendment to the Contract will be prepared and executed by the Contractor and by the County Librarian, or his/her designee.
- 8.1.3 The County Librarian, or his/her designee, may at his/her sole discretion, authorize extensions of time as defined in Section 4 (Term of Contract). The Contractor agrees that such extensions of time will not change any other term or condition of this Contract during the period of such extensions. To implement an extension of time, an Amendment to the Contract will be prepared and executed by the Contractor and by County Librarian, or his/her designee or the Board.
- 8.1.4 The County reserves the right to amend the Contract to reflect any changes by an increase or decrease in the number of library facilities as listed in Exhibit A (Statement of Work), Attachment I (Service Location and Specifications). The County will notify the Contractor, in writing, at least ten (10) business days prior to the effective date of the modification. Exhibit B (Pricing Schedule) in the Contract, requires that proposals include a flat daily/weekly rate for each library facility. The rate specified will be used to adjust the Contract price in the event of an increase or decrease in days/weeks of service. The cost estimate will not exceed the cost to provide landscape and ground maintenance services for a similar size



library facility being maintained. Payment adjustment will be made to reflect such modification in services on a pro-rata basis commensurate with the number of library facilities and/or days of service increased or decreased of the affected area. The County will determine the need for modification referenced herein.

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

- 8.2.1 The Contractor will notify the County of any pending acquisitions/mergers of its company unless otherwise legally prohibited from doing so. If the Contractor is restricted from legally notifying the County of pending acquisitions/mergers, then it should notify the County of the actual acquisitions/mergers as soon as the law allows and provide to the County the legal framework that restricted it from notifying the County prior to the actual acquisitions/mergers.
- 8.2.2 The Contractor will not assign its rights or delegate its duties under this Contract, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent will be null and void. For purposes of this paragraph, County consent shall require a written Amendment to the Contract, which is formally approved and executed by the parties. Any payments by the County to any approved delegate or assignee on any claim under this Contract shall be deductible, at County's sole discretion, against the claims, which the contractor may have against the County.
- 8.2.3 Any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any person or entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, will be a material breach of the Contract which may result in the termination of this Contract. In the event of such termination, County will be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default by Contractor.

## **8.3 Authorization Warranty**



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

#### **8.4 Budget Reductions**

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

#### **8.5 Complaints**

- 8.5.1 The Contractor will develop, maintain and operate procedures for receiving, investigating and responding to complaints.

##### **8.5.2 Complaint Procedures**

- 8.5.2.1 Within ten (10) business days after the Contract effective date, the Contractor will provide the County with the Contractor's policy for receiving, investigating and responding to user complaints.
- 8.5.2.2 The County will review the Contractor's policy and provide the Contractor with approval of said plan or with requested changes.
- 8.5.2.3 If the County requests changes in the Contractor's policy, the Contractor will make such changes and resubmit the plan within five (5) business days for County approval.



- 8.5.2.4 If, at any time, the Contractor wishes to change the Contractor's policy, the Contractor will submit proposed changes to the County for approval before implementation.
- 8.5.2.5 The Contractor will preliminarily investigate all complaints and notify the County's Project Manager of the status of the investigation within five (5) business days of receiving the complaint.
- 8.5.2.6 When complaints cannot be resolved informally, a system of follow-through will be instituted which adheres to formal plans for specific actions and strict time deadlines.
- 8.5.2.7 Copies of all written responses will be sent to the County's Project Manager within three (3) business days of mailing to the complainant.

## **8.6 Compliance with Applicable Law**

- 8.6.1 In the performance of this Contract, Contractor will comply with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, and all provisions required thereby to be included in this Contract are hereby incorporated herein by reference.
- 8.6.2 The Contractor will indemnify, defend, and hold harmless the County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under Sub-section 8.6 (Compliance with Applicable Law) will be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County will have the right to participate in any such defense at its sole cost and expense, except



that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County will be entitled to retain its own counsel, including, without limitation, County Counsel, and to reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor will not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of County without County's prior written approval.

## **8.7 Compliance with Civil Rights Laws**

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

## **8.8 Compliance with the County's Jury Service Program**

### **8.8.1 Jury Service Program:**

This Contract is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code, a copy of which is attached as Exhibit H and incorporated by reference into and made a part of this Contract.

### **8.8.2 Written Employee Jury Service Policy:**

1. Unless the Contractor has demonstrated to the County's satisfaction either that the Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that the Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), the Contractor will have and adhere to a written policy that provides that its Employees will receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy



may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.

2. For purposes of this Section, "Contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County Contractor and has received or will receive an aggregate sum of fifty thousand dollars (\$50,000) or more in any twelve (12) month period under one or more County Contracts or subcontracts. "Employee" means any California resident who is a full-time employee of the Contractor. "Full-time" means forty (40) hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of ninety (90) days or less within a twelve (12) month period are not considered full-time for purposes of the Jury Service Program. If the Contractor uses any subcontractor to perform services for the County under the Contract, the subcontractor will also be subject to the provisions of this Section. The provisions of this Section will be inserted into any such subcontract agreement and a copy of the Jury Service Program will be attached to the agreement.
3. If the Contractor is not required to comply with the Jury Service Program when the Contract commences, the Contractor will have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and the Contractor will immediately notify the County if the Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if the Contractor no longer qualifies for an exception to the Jury Service Program. In either event, the Contractor will immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Contract and at its sole discretion, that the Contractor demonstrate, to the County's satisfaction that the Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor"



and/or that the Contractor continues to qualify for an exception to the Program.

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

## **8.9 Conflict of Interest**

- 8.9.1 No County employee whose position with the County enables such employee to influence the award of this Contract or any competing Contract, and no spouse or economic dependent of such employee, will be employed in any capacity by the Contractor or have any other direct or indirect financial interest in this Contract. No officer or employee of the Contractor who may financially benefit from the performance of work hereunder will in any way participate in the County's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the County's approval or ongoing evaluation of such work.
- 8.9.2 The Contractor will 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 will immediately make full written disclosure of such facts to the County. Full written disclosure will 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 Section will be a material breach of this Contract.

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

- 8.10.1 Should the Contractor require additional or replacement personnel after the effective date of this Contract to perform the services set forth herein, the Contractor will give first consideration for such employment openings to qualified,



permanent County employees who are targeted for layoff or qualified, former County employees who are on a re-employment list during the life of this Contract.

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

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

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

## **8.12 Contractor Responsibility and Debarment**

### **8.12.1 Responsible Contractor**

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

### **8.12.2 Chapter 2.202 of the County Code**

The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Contractor on this or other contracts which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in the Contract, debar the Contractor from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five (5) years but



may exceed five (5) years or be permanent if warranted by the circumstances, and terminate any or all existing contracts the Contractor may have with the County.

#### **8.12.3 Non-Responsible Contractor**

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

#### **8.12.4 Contractor Hearing Board**

8.12.4.1 If there is evidence that the Contractor may be subject to debarment, the Department will notify the Contractor in writing of the evidence which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.

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

8.12.4.3 After consideration of any objections, or if no objections are submitted, a record of the



hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board will be presented to the Board. The Board will have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

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

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



8.12.4.6 The Contractor Hearing Board's proposed decision will contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board will present its proposed decision and recommendation to the Board. The Board will have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

**8.12.5 Subcontractors of Contractor**

These terms will also apply to Subcontractors of County Contractors.

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

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

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

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

8.14.2 As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the Contractor's duty under this Contract to comply with all applicable provisions of law, the Contractor warrants that it is now in compliance and will 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 will implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

#### **8.15 County's Quality Assurance Plan**

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

#### **8.16 Damage to County Facilities, Buildings, or Grounds**

- 8.16.1 The Contractor will repair, or cause to be repaired, at its own cost, any and all damage to County facilities, buildings, or grounds caused by the Contractor or employees or agents of the Contractor. Such repairs will be made immediately after the Contractor has become aware of such damage, but in no event later than thirty (30) days after the occurrence.
- 8.16.2 If the Contractor fails to make timely repairs, County may make any necessary repairs. All costs incurred by County, as determined by County, for such repairs will be repaid by the Contractor by cash payment upon demand.

#### **8.17 Employment Eligibility Verification**

- 8.17.1 The Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. The Contractor will 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 will retain all such documentation for all covered employees for the period prescribed by law.

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

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

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

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

## **8.19 Fair Labor Standards**

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



jointly or solely liable.

## **8.20 Force Majeure**

- 8.20.1 Neither party will be liable for such party's failure to perform its obligations under and in accordance with this Contract, if such failure arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's subcontractors), freight embargoes, or other similar events to those described above, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of such party (such events are referred to in this Section as "force majeure events").
- 8.20.2 Notwithstanding the foregoing, a default by a subcontractor of Contractor will not constitute a force majeure event, unless such default arises out of causes beyond the control of both Contractor and such Subcontractor, and without any fault or negligence of either of them. In such case, Contractor will not be liable for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required performance schedule. As used in this Sub-section 8.20 (Force Majeure), the term "Subcontractor" and "Subcontractors" mean Subcontractors at any tier.
- 8.20.3 In the event Contractor's failure to perform arises out of a force majeure event, Contractor agrees to use commercially reasonable best efforts to obtain goods or services from other sources, if applicable, and to otherwise mitigate the damages and reduce the delay caused by such force majeure event.

## **8.21 Governing Law, Jurisdiction, and Venue**

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

## **8.22 Independent Contractor Status**

- 8.22.1 This Contract is by and between the County and the



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

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

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

8.22.4 The Contractor will adhere to the provisions stated in Sub-section 7.6 (Confidentiality).

## **8.23 Indemnification**

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

## **8.24 General Provisions for all Insurance Coverage**

8.24.1 Without limiting Contractor's indemnification of County, and in the performance of this Contract and until all of its obligations pursuant to this Contract have been met,



Contractor will provide and maintain at its own expense insurance coverage satisfying the requirements specified in Sub-sections 8.24 (General Provisions for all Insurance Coverage) and 8.25 (Insurance Coverage) of this Contract. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon Contractor pursuant to this Contract. The County in no way warrants that the Required Insurance is sufficient to protect the Contractor for liabilities which may arise from or relate to this Contract.

#### **8.24.2 Evidence of Coverage and Notice to County**

**8.24.2.1** Certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) has been given Insured status under the Contractor's General Liability policy, will be delivered to County at the address shown below and provided prior to commencing services under this Contract.

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

**8.24.2.3** Certificates will 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 will match the name of the Contractor identified as the contracting party in this Contract. Certificates will provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand dollars (\$50,000.00), and list any County required endorsement forms.



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

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

LA County Library  
Contract Services Unit  
7400 E. Imperial Hwy., Room 221  
Downey, CA 90242

**8.24.2.6** Contractor also will promptly report to County any injury or property damage accident or incident, including any injury to a Contractor employee occurring on County property, and any loss, disappearance, destruction, misuse, or theft of County property, monies or securities entrusted to Contractor. Contractor also will promptly notify County of any third party claim or suit filed against Contractor or any of its subcontractors which arises from or relates to this Contract, and could result in the filing of a claim or lawsuit against Contractor and/or County.

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

The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, employees and volunteers (collectively County and its Agents) will be provided additional insured status under Contractor's General Liability policy with respect to liability arising out of Contractor's ongoing and completed operations performed on behalf of the County. County and its Agents additional insured status will apply with respect to liability and defense of suits arising out of the Contractor's acts or omissions, whether such liability is attributable to the Contractor or to the County. The full policy limits and scope of protection also will apply to the County and its Agents as an additional insured, even if they exceed the County's minimum



Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

#### **8.24.4 Cancellation of or Changes in Insurance**

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

#### **8.24.5 Failure to Maintain Insurance**

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

#### **8.24.6 Insurer Financial Ratings**

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

#### **8.24.7 Contractor's Insurance Will Be Primary**

Contractor's insurance policies, with respect to any claims related to this Contract, will be primary with respect to all other sources of coverage available to Contractor. Any County maintained insurance or self-insurance coverage



will be in excess of and not contribute to any Contractor coverage.

#### **8.24.8 Waivers of Subrogation**

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

#### **8.24.9 Subcontractor Insurance Coverage Requirements**

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

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

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

#### **8.24.11 Claims Made Coverage**

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



#### 8.24.12 **Application of Excess Liability Coverage**

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

#### 8.24.13 **Separation of Insureds**

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

#### 8.24.14 **Alternative Risk Financing Programs**

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

#### 8.24.15 **County Review and Approval of Insurance Requirements**

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

### 8.25 **Insurance Coverage**

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

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

8.25.2 **Automobile Liability** insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than \$1 million for bodily injury and property damage, in combined or equivalent split limits, for each



single accident. Insurance will cover liability arising out of Contractor's use of autos pursuant to this Contract, including owned, leased, hired, and/or non-owned autos, as each may be applicable.

**8.25.3 Workers Compensation and Employers' Liability**

insurance or qualified self- insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$1 million per accident. If Contractor will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also will include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer. The written notice will be provided to County at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. If applicable to Contractor's operations, coverage also will be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

**8.25.4 Pollution Liability** insurance will also provide pollution liability coverage with a limit of not less than \$1 million per occurrence covering the release, discharge, escape, dispersal, or emission of pollutants, whether gradual or sudden, and include the costs and expenses associated with clean-up, testing, monitoring and treatment of pollutants in compliance with governmental mandate or requests.

**8.26 Liquidated Damages**

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



- 8.26.2 If the County Librarian, or his/her designee, determines that there are deficiencies in the performance of this Contract that the County Librarian, or his/her designee, deems are correctable by the Contractor over a certain time span, the County Librarian, 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 County Librarian, 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 two hundred dollars (\$200) per day per infraction, and that the Contractor will be liable to the County for liquidated damages in said amount. Said amount will be deducted from the County's payment to the Contractor; and/or (c) Upon giving five (5) days' notice to the Contractor for failure to correct the deficiencies, the County may correct any and all deficiencies and the total costs incurred by the County for completion of the work by an alternate source, whether it be County forces or separate private Contractor, will be deducted and forfeited from the payment to the Contractor from the County, as determined by the County.
- 8.26.3 The action noted in paragraph 8.26.2 will not be construed as a penalty, but as adjustment of payment to the Contractor to recover the County cost due to the failure of the Contractor to complete or comply with the provisions of this Contract.
- 8.26.4 This paragraph will not, in any manner, restrict or limit the County's right to damages for any breach of this Contract provided by law or paragraph 8.26.2, and will not, in any manner, restrict or limit the County's right to terminate this Contract as agreed to herein.

## **8.27 Most Favored Public Entity**

- 8.27.1 If the Contractor's prices decline, or should the Contractor at any time during the term of this Contract provide the same goods or services under similar quantity and delivery



conditions to the State of California or any county, municipality, or district of the State at prices below those set forth in this Contract, then such lower prices will be immediately extended to the County.

## **8.28 Nondiscrimination and Affirmative Action**

- 8.28.1 The Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and will be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.
- 8.28.2 The Contractor will certify to, and comply with, the provisions of Exhibit D (Contractor's EEO Certification).
- 8.28.3 The Contractor will 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 will include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- 8.28.4 The Contractor certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.
- 8.28.5 The Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies will comply with all applicable Federal and State laws and regulations to the end that no person will, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.



- 8.28.6 The Contractor will allow County representatives access to the Contractor's employment records during regular business hours to verify compliance with the provisions of this Sub-section 8.28 (Nondiscrimination and Affirmative Action) when so requested by the County.
- 8.28.7 If the County finds that any provisions of this Sub-section 8.28 (Nondiscrimination and Affirmative Action) have been violated, such violation will constitute a material breach of this Contract upon which the County may terminate or suspend this Contract. While the County reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California 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 will constitute a finding by the County that the Contractor has violated the anti-discrimination provisions of this Contract.
- 8.28.8 The parties agree that in the event the Contractor violates any of the anti-discrimination provisions of this Contract, the County will, at its sole option, be entitled to the sum of five hundred dollars (\$500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

## **8.29 Non Exclusivity**

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

## **8.30 Notice of Delays**

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

## **8.31 Notice of Disputes**

- 8.31.1 The Contractor will bring to the attention of the County's



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

### **8.32 Notice to Employees Regarding the Federal Earned Income Credit**

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

### **8.33 Notice to Employees Regarding the Safely Surrendered Baby Law**

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

### **8.34 Notices**

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

### **8.35 Prohibition Against Inducement or Persuasion**

8.35.1 Notwithstanding the above, the Contractor and the County agree that, during the term of this Contract and for a period of one year thereafter, neither party will in any way



intentionally induce or persuade any employee of one party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

### **8.36 Public Records Act**

- 8.36.1 Any documents submitted by the Contractor; all information obtained in connection with the County's right to audit and inspect the Contractor's documents, books, and accounting records pursuant to Sub-section 8.38 (Record Retention and Inspection-Audit Settlement) of this Contract; as well as those documents which were required to be submitted in response to the Request for Proposals (RFP) used in the solicitation process for this Contract, become the exclusive property of the County. All such documents become a matter of public record and will be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". The County will not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.
- 8.36.2 In the event the County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a proposal marked "trade secret", "confidential", or "proprietary", the Contractor agrees to defend and indemnify the County from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act.

### **8.37 Publicity**

- 8.37.1 The Contractor will not disclose any details in connection with this Contract to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing the Contractor's need to identify its services and related clients to sustain itself, the County will not inhibit the Contractor from publishing its role under this Contract within the following conditions:
- 8.37.1.1 The Contractor will develop all publicity material in a professional manner; and
- 8.37.1.2 During the term of this Contract, the Contractor



will not, and will not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the County without the prior written consent of the County's Project Director. The County will not unreasonably withhold written consent.

- 8.37.2 The Contractor may, without the prior written consent of County, indicate in its proposals and sales materials that it has been awarded this Contract with the County of Los Angeles, provided that the requirements of this Sub-section 8.37 (Publicity) will apply.

### **8.38 Record Retention and Inspection-Audit Settlement**

- 8.38.1 The Contractor will maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. The Contractor will also maintain accurate and complete employment and other records relating to its performance of this Contract. The Contractor agrees that the County, or its authorized representatives, will have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Contract. All such material, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, will be kept and maintained by the Contractor and will be made available to the County during the term of this Contract and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such material prior to such time. All such material will be maintained by the Contractor at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the Contractor will pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.
- 8.38.2 In the event that an audit of the Contractor is conducted specifically regarding this Contract by any Federal or State auditor, or by any auditor or accountant employed by the Contractor or otherwise, then the Contractor will file a copy of such audit report with the County's Auditor-Controller within thirty (30) days of the Contractor's receipt thereof, unless



otherwise provided by applicable Federal or State law or under this Contract. Subject to applicable law, the County will make a reasonable effort to maintain the confidentiality of such audit report(s).

- 8.38.3 Failure on the part of the Contractor to comply with any of the provisions of this Sub-section 8.38 (Record Retention and Inspection-Audit Settlement) will constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.
- 8.38.4 If, at any time during the term of this Contract or within five (5) years after the expiration or termination of this Contract, representatives of the County conduct an audit of the Contractor regarding the work performed under this Contract, and if such audit finds that the County's dollar liability for any such work is less than payments made by the County to the Contractor, then the difference will be either: a) repaid by the Contractor to the County by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the Contractor from the County, whether under this Contract or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to the Contractor, then the difference will be paid to the Contractor by the County by cash payment, provided that in no event will the County's maximum obligation for this Contract exceed the funds appropriated by the County for the purpose of this Contract.
- 8.38.5 In addition to the above, the Contractor agrees, should the County or its authorized representatives determine, in the County's sole discretion, that it is necessary or appropriate to review a broader scope of the Contractor's records (including, certain records related to non-County contracts) to enable the County to evaluate the Contractor's compliance with the County's Living Wage Program, that the Contractor will promptly and without delay provide to the County, upon the written request of the County or its authorized representatives, access to and the right to examine, audit, excerpt, copy, or transcribe any and all transactions, activities, or records relating to any of its employees who have provided services to the County under this Contract, including without limitation, records relating to work performed by said employees on the Contractor's non-County contracts. The Contractor further acknowledges that



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

### **8.39 Recycled Bond Paper**

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

### **8.40 Subcontracting**

- 8.40.1 The requirements of this Contract may not be subcontracted by the Contractor **without the advance approval of the County**. Any attempt by the Contractor to subcontract without the prior consent of the County may be deemed a material breach of this Contract.
- 8.40.2 If the Contractor desires to subcontract, the Contractor will provide the following information promptly at the County's request:
- 8.40.2.1 A description of the work to be performed by the subcontractor;
  - 8.40.2.2 A draft copy of the proposed subcontract; and



8.40.2.3 Other pertinent information and/or certifications requested by the County.

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

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

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

8.40.6 The County Librarian or his/her designee is authorized to act for and on behalf of the County with respect to approval of any subcontract and subcontractor employees. After approval of the subcontract by the County, Contractor will forward a fully executed subcontract to the County for their files.

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

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

LA County Library  
Contract Services Coordinator  
7400 East Imperial Highway, Downey, CA 90242

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



- 8.41.1 Failure of the Contractor to maintain compliance with the requirements set forth in Sub-section 8.14 (Contractor's Warranty of Adherence to County's Child Support Compliance Program) will constitute default under this Contract. Without limiting the rights and remedies available to the County under any other provision of this Contract, failure of the Contractor to cure such default within ninety (90) calendar days of written notice will be grounds upon which the County may terminate this Contract pursuant to Sub-section 8.43 (Termination for Default) and pursue debarment of the Contractor, pursuant to County Code Chapter 2.202.

#### **8.42 Termination for Convenience**

- 8.42.1 This Contract may be terminated, in whole or in part, from time to time, when such action is deemed by the County, in its sole discretion, to be in its best interest. Termination of work hereunder will 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 will be no less than ten (10) days after the notice is sent.
- 8.42.2 After receipt of a notice of termination and except as otherwise directed by the County, the Contractor will:
- 8.42.2.1 Stop work under this Contract on the date and to the extent specified in such notice, and
- 8.42.2.2 Complete performance of such part of the work as will not have been terminated by such notice.
- 8.42.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of the Contractor under this Contract will be maintained by the Contractor in accordance with Sub-section 8.38 (Record Retention and Inspection-Audit Settlement).

#### **8.43 Termination for Default**

- 8.43.1 The County may, by written notice to the Contractor, terminate the whole or any part of this Contract, if, in the judgment of County's Project Director:
- 8.43.1.1 Contractor has materially breached this Contract;  
or



- 8.43.1.2 Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Contract; or
  - 8.43.1.3 Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or of any obligations of this Contract and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.
- 8.43.2 In the event that the County terminates this Contract in whole or in part as provided in paragraph 8.43.1, the County may procure, upon such terms and in such manner as the County may deem appropriate, goods and services similar to those so terminated. The Contractor will be liable to the County for any and all excess costs incurred by the County, as determined by the County, for such similar goods and services. The Contractor will continue the performance of this Contract to the extent not terminated under the provisions of this Section.
- 8.43.3 Except with respect to defaults of any subcontractor, the Contractor will not be liable for any such excess costs of the type identified in paragraph 8.43.2 if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a Subcontractor, and if such default arises out of causes beyond the control of both the Contractor and Subcontractor, and without the fault or negligence of either of them, the Contractor will not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit the



Contractor to meet the required performance schedule. As used in this paragraph, the term "Subcontractor(s)" means Subcontractor(s) at any tier.

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

#### **8.44 Termination for Improper Consideration**

- 8.44.1 The County may, by written notice to the Contractor, immediately terminate the right of the Contractor to proceed under this Contract if it is found that consideration, in any form, was offered or given by the Contractor, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing this Contract or securing favorable treatment with respect to the award, amendment, or extension of this Contract or the making of any determinations with respect to the Contractor's performance pursuant to this Contract. In the event of such termination, the County will be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default by the Contractor.
- 8.44.2 The Contractor will immediately report any attempt by a County officer or employee to solicit such improper consideration. The report will be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.
- 8.44.3 Among other items, such improper consideration may take the form of cash, discounts, services, the provision of travel or entertainment, or tangible gifts.

#### **8.45 Termination for Insolvency**



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

8.45.1.1 Insolvency of the Contractor. The Contractor will be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the Contractor is insolvent within the meaning of the Federal Bankruptcy Code;

8.45.1.2 The filing of a voluntary or involuntary petition regarding the Contractor under the Federal Bankruptcy Code;

8.45.1.3 The appointment of a Receiver or Trustee for the Contractor; or

8.45.1.4 The execution by the Contractor of a general assignment for the benefit of creditors.

8.45.2 The rights and remedies of the County provided in this Sub-section 8.45 (Termination for Insolvency) will not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

#### **8.46 Termination for Non-Adherence of County Lobbyist Ordinance**

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

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

8.47.1 Notwithstanding any other provision of this Contract, the County will not be obligated for the Contractor's performance hereunder or by any provision of this Contract during any of the County's future fiscal years unless and until the County's Board of Supervisors appropriates funds for this Contract in the County's Budget for each such future fiscal year. In the



event that funds are not appropriated for this Contract, then this Contract will terminate as of June 30 of the last fiscal year for which funds were appropriated. The County will notify the Contractor in writing of any such non-allocation of funds at the earliest possible date.

#### **8.48 Validity**

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

#### **8.49 Waiver**

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

#### **8.50 Warranty Against Contingent Fees**

- 8.50.1 The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon any Contract or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business.
- 8.50.2 For breach of this warranty, the County will have the right to terminate this Contract and, at its sole discretion, deduct from the Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

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

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



otherwise imposed upon County and its taxpayers.

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

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

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

#### **8.53 Time Off for Voting**

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

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

- 8.54.1 Contractor acknowledges that the County has established a Zero Tolerance Policy on Human Trafficking prohibiting Contractors from engaging in human trafficking.
- 8.54.2 If a Contractor or member of Contractor's staff is convicted of a human trafficking offense, the County will require that the Contractor or member of Contractor's staff be removed immediately from performing services under the Contract. County will not be under any obligation to disclose confidential information regarding the offenses other than those required by law.



- 8.54.3 Disqualification of any member of Contractor's staff pursuant to this Sub-section 8.54 (Compliance with County's Zero Tolerance Policy on Human Trafficking) will not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

## **8.55 Integrated Pest Management Program Compliance**

- 8.55.1 Contractor acknowledges that County has established an Integrated Pest Management Program (the Program) which aims to reduce or eliminate pollutants moved into surface water through storm water management systems and facilities. Contractor certifies compliance on Exhibit 22 (Integrated Pest Management (IPM) Program Compliance Certification) in Appendix D (Required Forms), that Contractor has reviewed, understands, and will adhere to the County's IPM Program requirements as set forth in this Sub-section 8.55 (Integrated Pest Management Program Compliance) and at: [www.lacountyipm.org](http://www.lacountyipm.org)
- 8.55.2 Contractor must ensure and certify that its employees who apply pesticides on County owned or maintained property are appropriately trained. The training, which must be conducted on an annual basis, but no later than June 30th of each calendar year, must meet the County's minimum requirements under the Program.
- 8.55.3 Employee training may be self-certified by Contractors, provided the County has the ability to audit the training, and must include, at a minimum, the following:
- The potential for pesticide-related surface water toxicity;
  - Proper use, handling, and disposal of pesticides;
  - Least toxic methods of pest prevention and control, including IPM; and
  - Reduction of pesticide use.
- 8.55.4 All users of commercial pesticides are required by State law to provide a monthly pesticide report to the Los Angeles County Department of Agricultural Commissioner/ Weights and Measures (ACWM). In addition to the mandatory monthly reporting requirement, Contractor will provide to the Department, with a copy to the ACWM, an annual summary of the pesticides used outdoors on County-owned or maintained property by Fiscal Year (July 1 to June 30). For



each pesticide, the summary will include all of the following:

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

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

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

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

#### **8.57 Compliance with the County Policy of Equity**

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

#### **8.58 Prohibition from Participation in Future Solicitation(s)**

A Proposer, or a Contractor or its subsidiary or Subcontractor ("Proposer/Contractor"), is prohibited from submitting a bid or proposal in a County solicitation if the Proposer/Contractor has provided advice or consultation for the solicitation. A Proposer/Contractor is also prohibited from submitting a bid or proposal in a County solicitation if the Proposer/Contractor has developed or prepared any of the solicitation materials on behalf of



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

#### **8.59 COVID-19 Vaccinations of County Contractor Personnel**

- 8.59.1 At Contractor's sole cost, Contractor will comply with Chapter 2.212 (COVID-19 Vaccinations of County Contractor Personnel) of County Code Title 2 - Administration, Division 4. All employees of 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 County employees, interns, volunteers, and commissioners ("County workforce members"), (2) working on 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").
- 8.59.2 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").
- 8.59.3 Prior to assigning Contractor Personnel to perform In-Person Services, Contractor will obtain proof that such Contractor Personnel have been fully vaccinated by confirming 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 Contractors who follow the CDPH vaccination records guidelines and standards. Contractor will also provide written notice to County before the start of work under this Contract that its Contractor Personnel are in compliance with the requirements of this section. Contractor will retain such proof of vaccination for the document retention period set forth in this Contract, and must provide such records to the County for audit purposes, when required by County.

- 8.59.4 Contractor will evaluate any medical or sincerely held religious exemption request of its Contractor Personnel, as required by law. If Contractor has determined that 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 County for audit purposes, when required by County. The unvaccinated exempt Contractor Personnel must meet the following requirements prior to (1) interacting in person with County workforce members, (2) working on 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 County or other applicable law, regulation or order.
  - b. Wear a mask that is consistent with CDC recommendations at all times while on County controlled or owned property, and while engaging with members of the public and County workforce members.
  - c. Engage in proper physical distancing, as determined by the applicable County department that the Contract is with.



- 8.59.5 In addition to complying with the requirements of this section, Contractor will also comply with all other applicable local, departmental, State, and federal laws, regulations and requirements for COVID-19. A completed Exhibit G (COVID-19 Vaccination Certification of Compliance) is a required part of any agreement with the County.

## **9 UNIQUE TERMS AND CONDITIONS**

### **9.1 Compliance with the County's Living Wage Program**

#### **9.1.1 Living Wage Program**

This Contract is subject to the provisions of the County's ordinance entitled Living Wage Program as codified in Sections 2.201.010 through 2.201.100 of the Los Angeles County Code, a copy of which is attached as Exhibit J (Living Wage Ordinance) and incorporated by reference into and made a part of this Contract.

#### **9.1.2 Payment of Living Wage Rates**

9.1.2.1 Unless the Contractor has demonstrated to the County's satisfaction either that the Contractor is not an "Employer" as defined under the Program (Section 2.201.020 of the County Code) or that the Contractor qualifies for an exception to the Living Wage Program (Section 2.201.090 of the County Code), the Contractor will pay its employees no less than the applicable hourly living wage rate, as set forth in Exhibit K (Living Wage Rate Annual Adjustment), for the employees' services provided to the County, including, without limitation, "Travel Time" as defined below in paragraph 9.1.2.5 under the Contract.

9.1.2.2 For purposes of this paragraph, "Contractor" includes any Subcontractor engaged by the Contractor to perform services for the County under the Contract. If the Contractor uses any Subcontractor to perform services for the County under the Contract, the Subcontractor will be subject to the provisions of this paragraph. The provisions of this paragraph will be inserted into any such subcontract and a copy of the Living Wage Program will be attached to the subcontract. "Employee" means



any individual, who is an employee of the Contractor under the laws of California, and who is providing full-time or part-time services to the Contractor, which are provided to the County under the Contract. "Full-time" means a minimum of forty (40) hours worked per week, or a lesser number of hours, if the lesser number is a recognized industry standard and is approved as such by the County; however, fewer than thirty-five (35) hours worked per week will not, in any event, be considered full-time.

9.1.2.3 If the Contractor is required to pay a living wage when the Contract commences, the Contractor will continue to pay a living wage for the entire term of the Contract, including any option period.

9.1.2.4 If the Contractor is not required to pay a living wage when the Contract commences, the Contractor will have a continuing obligation to review the applicability of its "exemption status" from the living wage requirement. The Contractor will immediately notify the County if the Contractor at any time either comes within the Living Wage Program's definition of "Employer" or if the Contractor no longer qualifies for the exception to the Living Wage Program. In either event, the Contractor will immediately be required to commence paying the living wage and will be obligated to pay the living wage for the remaining term of the Contract, including any option period. The County may also require, at any time during the Contract and at its sole discretion, that the Contractor demonstrate to the County's satisfaction that the Contractor either continues to remain outside of the Living Wage Program's definition of "Employer" and/or that the Contractor continues to qualify for the exception to the Living Wage Program. Unless the Contractor satisfies this requirement within the time frame permitted by the County, the Contractor will immediately be required to pay the living wage for the remaining term of the



Contract, including any option period.

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

**9.1.3 Contractor's Submittal of Certified Monitoring Reports**

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

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



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

#### **9.1.5 County Auditing of Contractor Records**

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

#### **9.1.6 Notifications to Employees**

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

#### **9.1.7 Enforcement and Remedies**

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

##### **1. Remedies for Submission of Late or Incomplete**



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

- a. Withholding of Payment. If the Contractor fails to submit accurate, complete, timely and properly certified monitoring reports, the County may withhold from payment to the Contractor up to the full amount of any invoice that would otherwise be due, until the Contractor has satisfied the concerns of the County, which may include required submittal of revised certified monitoring reports or additional supporting documentation.
- b. Liquidated Damages. It is mutually understood and agreed that the Contractor's failure to submit an accurate, complete, timely and properly certified monitoring report will result in damages being sustained by the County. It is also understood and agreed that the nature and amount of the damages will be extremely difficult and impractical to fix; that the liquidated damages set forth herein are the nearest and most exact measure of damages for such breach that can be fixed at this time; and that the liquidated damages are not intended as a penalty or forfeiture for the Contractor's breach. Therefore, in the event that a certified monitoring report is deficient, including but not limited to being late, inaccurate, incomplete or uncertified, it is agreed that the County may, in its sole discretion, assess against the Contractor liquidated damages in the amount of one hundred dollars (\$100) per monitoring report for each day until the County has been provided with a properly prepared, complete and certified monitoring report. The County may deduct any assessed liquidated damages from any payments otherwise due the Contractor.
- c. Termination. The Contractor's continued failure to submit accurate, complete, timely and properly certified monitoring reports may constitute a material breach of the Contract. In the event of



such material breach, the County may, in its sole discretion, terminate the Contract.

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

- a. Withholding Payment. If the Contractor fails to pay one or more of its employees at least the applicable hourly living wage rate, the County may withhold from any payment otherwise due the Contractor the aggregate difference between the living wage amounts the Contractor was required to pay its employees for a given pay period and the amount actually paid to the employees for that pay period. The County may withhold said amount until the Contractor has satisfied the County that any underpayment has been cured, which may include required submittal of revised certified monitoring reports or additional supporting documentation.
- b. Liquidated Damages. It is mutually understood and agreed that the Contractor's failure to pay any of its employees at least the applicable hourly living wage rate will result in damages being sustained by the County. It is also understood and agreed that the nature and amount of the damages will be extremely difficult and impractical to fix; that the liquidated damages set forth herein are the nearest and most exact measure of damages for such breach that can be fixed at this time; and that the liquidated damages are not intended as a penalty or forfeiture for the Contractor's breach. Therefore, it is agreed that the County may, in its sole discretion, assess against the Contractor liquidated damages of fifty dollars (\$50) per employee per day for each and every instance of an underpayment to an employee. The County may deduct any assessed liquidated damages from any payments otherwise due the Contractor.
- c. Termination. The Contractor's continued failure to pay any of its employees the applicable hourly living



wage rate may constitute a material breach of the Contract. In the event of such material breach, the County may, in its sole discretion, terminate the Contract.

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

#### **9.1.8 Use of Full-Time Employees**

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

#### **9.1.9 Contractor Retaliation Prohibited**

The Contractor and/or its employees will not take any adverse action which would result in the loss of any benefit of employment, any contract benefit, or any statutory benefit for any employee, person or entity who has reported a violation of the Living Wage Program to the County or to any other public or private agency, entity or person. A violation of the provisions of this paragraph may constitute a material breach of the Contract. In the event of such material breach, the County may, in its sole discretion, terminate the Contract.

#### **9.1.10 Contractor Standards**

During the term of the Contract, the Contractor will maintain business stability, integrity in employee relations and the financial ability to pay a living wage to its employees. If



requested to do so by the County, the Contractor will demonstrate to the satisfaction of the County that the Contractor is complying with this requirement.

#### **9.1.11 Employee Retention Rights**

1. The Contractor will offer employment to all retention employees who are qualified for such jobs. A “retention employee” is an individual:
  - a. Who is not an exempt employee under the minimum wage and maximum hour exemptions defined in the federal Fair Labor Standards Act; and
  - b. Who has been employed by a Contractor under a predecessor Proposition A contract or a predecessor cafeteria services contract with the County for at least six (6) months prior to the date of this new Contract, which predecessor contract was terminated by the County prior to its expiration; and
  - c. Who is or will be terminated from his or her employment as a result of the County entering into this new contract.
2. The Contractor is not required to hire a retention employee who:
  - a. Has been convicted of a crime related to the job or his or her performance; or
  - b. Fails to meet any other County requirement for employees of a Contractor.
3. The Contractor will not terminate a retention employee for the first ninety (90) days of employment under the contract, except for cause. Thereafter, the Contractor may retain a retention employee on the same terms and conditions as the Contractor’s other employees.

#### **9.1.12 Neutrality in Labor Relations**

The Contractor will not use any consideration received under the Contract to hinder, or to further, organization of, or collective bargaining activities by or on behalf of the Contractor’s employees, except that this restriction will not apply to any expenditure made in the course of good faith



collective bargaining, or to any expenditure pursuant to obligations incurred under a bona fide collective bargaining Contract, or which would otherwise be permitted under the provisions of the National Labor Relations Act.

## **9.2 Local Small Business Enterprise (LSBE) Preference Program**

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

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

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

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

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

The above penalties will also apply to any business that has previously obtained proper certification, however, as a result



of a change in their status would no longer be eligible for certification, and fails to notify the State and the Department of Consumer and Business Affairs of this information prior to responding to a solicitation or accepting a contract award.

### **9.3 Social Enterprise (SE) Preference Program**

- 9.3.1 This Contract is subject to the provisions of the County's ordinance entitled SE Preference Program, as codified in Chapter 2.205 of the Los Angeles County Code.
- 9.3.2 Contractor will not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a SE.
- 9.3.3 Contractor will not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a SE.
- 9.3.4 If Contractor has obtained County certification as a SE by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this contract to which it would not otherwise have been entitled, Contractor will:
  - 1. Pay to the County any difference between the contract amount and what the County's costs would have been if the contract had been properly awarded;
  - 2. In addition to the amount described in subdivision (1) above, the Contractor will be assessed a penalty in an amount of not more than ten percent (10%) of the amount of the contract; and
  - 3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

The above penalties will also apply to any entity that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for



certification, and fails to notify the Department of Consumer and Business Affairs of this information prior to responding to a solicitation or accepting a contract award.

#### **9.4 Disabled Veteran Business Enterprise (DVBE) Preference Program**

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

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

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

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

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

Notwithstanding any other remedies in this Contract, the above penalties will also apply to any business that has previously obtained proper certification, however, as a result



of a change in their status would no longer be eligible for certification, and fails to notify the State and the Department of Consumer and Business Affairs of this information prior to responding to a solicitation or accepting a contract award.

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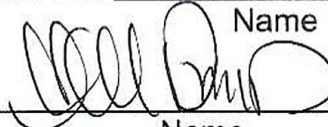
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IN WITNESS WHEREOF, Contractor has executed this Contract, or caused it to be duly executed and the County of Los Angeles, by order of its Board of Supervisors has caused this Contract to be executed on its behalf by the Chair of said Board and attested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

CONTRACTOR: Sepco Earthscape, Inc.

By  Name  
Name  
President. Title

COUNTY OF LOS ANGELES

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


ATTEST:

Celia Zavala, Executive Officer  
of the Board of Supervisors

By \_\_\_\_\_

APPROVED AS TO FORM:

DAWYN HARRISON  
Acting County Counsel

By   
Keever Rhodes Muir  
Senior Deputy County Counsel



**CONTRACT EXHIBITS  
LANDSCAPE AND GROUNDS MAINTENANCE SERVICES - AREA 6**

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# **EXHIBIT A**

## **STATEMENT OF WORK (SOW)**

### **LANDSCAPE AND GROUNDS MAINTENANCE SERVICES**

#### **AREA 6**



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# **STATEMENT OF WORK (SOW)**

## **1.0 SCOPE OF WORK**

Contractor will provide landscape and grounds maintenance services for the LA County Library facilities listed in Attachment I (Service Location and Specifications) of the SOW, by providing all labor, supervision, equipment, materials and supplies necessary for Contractor's performance under this Contract. The landscape and grounds maintenance services include, but are not limited to: site inspection, litter control, mowing and edging of turf, providing weed control and/or eradication of weeds, raking planter beds and turf area, sweeping, aerification of turf area, rodent control, pruning and trimming of shrubs/hedges, pruning and annual trimming of trees, operating and maintaining water and irrigation systems, applying fertilizer, insect/disease control, plant material management, and providing the necessary on-going maintenance of additional tasks as provided for herein. Contractor will also perform Unanticipated Work as described in Section 9.0 (Unanticipated Work) of the SOW, on an as-needed basis as determined and authorized by the County. All unanticipated work will be coordinated by the County Contract Project Monitor and will be considered completed upon successful inspection.

Contractor acknowledges personal inspection of the facilities and has evaluated the extent to which the physical condition thereof will affect the services to be provided. Contractor accepts the premises in their present physical condition, and agrees to make no demands upon the County for any improvements or alterations thereof.

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

2.1 County reserves the right to amend the Contract to reflect any changes by an increase or decrease in the number of library facilities, specific tasks, and/or days of service as listed in Attachment I (Service Location and Specifications). County will notify the Contractor, in writing, at least ten (10) business days prior to the effective date of the modification. Exhibit B (Pricing Schedule) of the Contract, requires that proposals include a flat weekly rate for each library facility. The rate specified will be used to adjust the Contract price in the event of an increase or decrease in days of service. Contractor will be compensated for the maintenance of additional library facilities designated after the Contract's commencement date based on the submission of an approved maintenance cost per library facility. This cost estimate will not exceed the cost to provide landscape and grounds maintenance services for a similar size library facility being maintained. Payment adjustment will be made to reflect such modification in services on a pro-rata basis commensurate with the number of library facilities and/or days of service increased or decreased in the affected area. County will determine the need for modification referenced herein.



- 2.2 All changes must be made in accordance with Section 8 (Standard Terms and Conditions), and Section 8.1 (Amendments) of the Contract.

### **3.0 QUALITY CONTROL**

Contractor will establish and utilize a comprehensive Quality Control Plan to assure the County a consistently high level of service throughout the term of the Contract. The Plan will be submitted to the County Contract Project Monitor for review within ten (10) day of Contract award. The Plan will include, but may not be limited to the following:

- 3.1 Method of monitoring to ensure that Contract requirements are being met.
- 3.2 A record of all inspections conducted by the Contractor, any corrective action taken, the time a problem was first identified, a clear description of the problem, and the time elapsed between identification and completed corrective action, will be provided to the County upon request.

### **4.0 QUALITY ASSURANCE PLAN**

County will evaluate the Contractor's performance under this Contract using the quality assurance procedures as defined in Section 8 (Standard Terms and Conditions), Section 8.15 (County's Quality Assurance Plan) of the Contract.

#### **4.1 Meetings**

Contractor is required to attend a scheduled monthly meeting (as needed). Advance notification will be given at least one (1) business day prior; however, depending on the importance of the issue, a meeting may be scheduled during the same business day.

#### **4.2 Contract Discrepancy Report**

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

The County Contract Project Monitor will determine whether a formal Contract Discrepancy Report will be issued (see Exhibit 1 (Contract Discrepancy Report) of the SOW Exhibits). Upon receipt of this document, the Contractor is required to respond in writing to the County Contract Project Monitor within five (5) business days, acknowledging the reported discrepancies or presenting contrary evidence. A plan for correction of all deficiencies identified in the Contract Discrepancy Report will be submitted to the County Contract Project Monitor within ten (10) business days.



### **4.3 County Observations**

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

## **5.0 DEFINITIONS**

Throughout this SOW, references are made to certain persons, groups, or Departments/Agencies. For convenience, a description of specific definitions can be found in Section 2 (Definitions) of the Contract. The headings are for convenience and reference only and are not intended to define the scope of any provision thereof.

## **6.0 RESPONSIBILITIES**

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

### **COUNTY**

#### **6.1 Personnel**

County will administer the Contract in accordance with Section 6 (Administration of Contract – County) of the Contract. Specific duties will include:

- 6.1.1 Monitoring the Contractor's performance in the daily operation of this Contract.
- 6.1.2 Providing direction to the Contractor in areas relating to policy, information and procedural requirements.
- 6.1.3 Preparing Amendments in accordance with Section 8 (Standard Terms and Conditions), Section 8.1 (Amendments) of the Contract.

#### **6.2 Furnished Items**

##### **6.2.1 Keys/Remote Controls**

The County will provide two (2) sets of keys/remote controls for access, at no cost to the Contractor, to all library facilities listed in Attachment I that need keys/remote controls for access. The Contractor will acknowledge receipt of the keys/remote controls on a memorandum furnished by the County. All such keys/remote controls are property of the County and will be returned to the County Project Manager upon termination of the



Contract. **At no time are the keys to be duplicated by the Contractor.** Any lost keys/remote controls will be replaced by the County at the expense of the Contractor at the same current replacement cost that the County pays. If a key/remote control is bent/broken/damaged in any way, a new one will be re-issued and receipt acknowledged once the damaged key/remote control is returned. The Contractor accepts full responsibility for all keys/remote controls issued.

#### **6.2.2 Utilities**

County will provide all utilities, including gas, electricity, and water. However, water usage will not exceed an amount required to comply with irrigation schedules established by the County.

Contractor will pay for all excessive utility usage due to the Contractor's failure to monitor irrigation system malfunctions or unauthorized increases in the frequency of irrigation. The excess cost will be determined by comparing current usage with historical usage for the same time period. The excess cost factor, to be deducted from payments to the Contractor from the County will be presented to the Contractor by the County prior to the actual deduction to allow for explanations.

### **CONTRACTOR**

#### **6.3 Contract Project Manager**

- 6.3.1 Contractor will provide a full-time Contract Project Manager or designated alternate. Contractor will provide a telephone number where the Contract Project Manager may be reached 365 days per year from 7:00 a.m. – 6:00 p.m.
- 6.3.2 Contract Project Manager will act as a central point of contact with the County.
- 6.3.3 Contract Project Manager will have a minimum of three (3) years of experience.
- 6.3.4 Contract Project Manager/alternate will have full authority to act for Contractor on all matters relating to the daily operation of the Contract. Contract Project Manager/alternate will be able to effectively communicate, in English, both orally and in writing.

#### **6.4 PERSONNEL**

- 6.4.1 Contractor will assign fully trained and qualified personnel.



- 6.4.2 Contractor will assign a sufficient number of employees to perform the required work. At least one employee on site will be authorized to act for the Contractor in every detail and must speak and understand English.
- 6.4.3 Contractor will be required to background check their employees as set forth in Section 7.5 (Background and Security Investigations) of the Contract and Section 6.4.6 of this SOW.
- 6.4.4 Contractor will ensure that **only** personnel assigned to the Contract or specialty crew are permitted on the library grounds at all times.
- 6.4.5 County may, at any time, give the Contractor written notices to the effect that the conduct or action of a designated employee of the Contractor is, in the reasonable belief of the County, detrimental to the interest of the public patronizing the premises. Contractor will meet with representatives of the County to consider the appropriate course of action with respect to such matter and the Contractor will take reasonable measures under the circumstances to assure the County that the conduct and activities of the Contractor's employee will not be detrimental to the interest of the public patronizing the premises. County has the right to approve or disapprove the Contractor's employees as set forth in Section 7.3 (Approval of Contractor's Staff) of the Contract.
- 6.4.6 No personnel employed by the Contractor and providing the services herein will have a criminal conviction record or pending criminal trial for a felony or misdemeanor offense, unless such record has been disclosed and employment of the employee for this service has been approved in writing by the County.
- 6.4.7 Contractor cannot assign employees under the age of eighteen (18) to perform work at the library facilities listed in the Contract.
- 6.4.8 Contractor's employees' activities will be closely monitored to detect operational irregularities and non-compliance with contractual requirements. It is the Contractor's responsibility to see that the organization oversees the activities, and does not delay, ignore, or otherwise limit contractual obligations to a task, site or operational request from the County.

## **6.5 Uniforms/Identification Badges**

- 6.5.1 Contractor employees assigned to County facilities will wear an appropriate uniform at all times. Uniform is to consist of a shirt with the company name on it. Uniform pants are optional. All



uniforms will be provided by and at Contractor's expense.

- 6.5.2 Contractor will ensure their employees are appropriately identified as set forth in Section 7.4 (Contractor's Staff Identification) of the Contract.
- 6.5.3 Contractor will ensure that every on-duty Contractor employee wears a visible photo identification badge identifying the following: employee name, physical description, and company name. Such badge will be displayed on employee's person at all times when he/she is on County designated property.
- 6.5.4 Contractor may be assessed liquidated damages for failure to comply with uniform and identification badge requirements.

## **6.6 Materials and Equipment**

- 6.6.1 The purchase of all materials/equipment to provide the needed services is the responsibility of the Contractor. Contractor will use materials and equipment that are safe for the environment and safe for use by the employee.
- 6.6.2 All Contractor employees must wear safety and protective gear in accordance with the State of California OSHA standards and will be maintained in accordance to the manufacturer's standards and specifications.
- 6.6.3 Contractor is required to keep all equipment used to maintain the library facilities in a safe and operable manner. All equipment will be checked daily for safety.
- 6.6.4 Contractor will be required to clearly identify and equip each vehicle used at said facilities with decals on the exterior right and left front door panels identifying the Contractor's name, and phone number.
- 6.6.5 Upon commencement of the Contract, the Contractor is required to provide the County with the Safety Data Sheets (SDS) for all chemicals utilized in their maintenance process. It is the responsibility of the Contractor to monitor the accuracy of each SDS and to replace them immediately with the most current information when products are replaced. Failure to provide all SDS during the term of the Contract may result in liquidated damages.

## **6.7 Training**

- 6.7.1 Contractor will provide training programs to all Contractor employees assigned to this Contract on the duties and



responsibilities of the SOW, including continuing in-service training.

- 6.7.2 Contractor will provide training to all Contractor employees regarding the safe handling of equipment.
- 6.7.3 The Contractor's crew leader and operational staff, as well as their supervisory and management staff, will be fully versed in the operational mandates and time lines. An outline of the task requirements, schedule, and time lines for each facility will be kept with each operating crew.
- 6.7.4 All company training records must include a course outline of subjects trained and a signature from the Contractor employee acknowledging training and understanding. Training records including course materials must be available for inspection at the request of the County.

## **6.8 Contractor's Office**

Contractor will maintain an office with a telephone in the company's name where the Contractor conducts business. The office will be staffed during the hours of 8:00 a.m. to 5:00 p.m. (PST), Monday through Friday, by at least one employee who can respond to inquiries and complaints which may be received about the Contractor's performance of the Contract. **The Contractor must respond within thirty (30) minutes of receipt of the call.** When the office is closed, an answering service shall be provided to receive calls. The Contractor will answer calls received by the answering service by the start of the next business day.

## **6.9 Contractor's Damage**

- 6.9.1 All damages incurred to existing library facilities by the Contractor's operation will be repaired or replaced at the Contractor's expense.
- 6.9.2 All such repairs or replacements will be completed within the following agreed upon time frames:
  - 1. Irrigation damage will be repaired or replaced within one (1) watering cycle.
  - 2. All damages to shrubs, trees, turf or ground cover will be repaired or replaced within five (5) working days.
- 6.9.3 All repairs or replacements will be completed according to the following maintenance practices:
  - 1. Trees  
Minor damage such as bark lost from impact of mowing equipment will be remedied by a qualified tree surgeon or



certified arborist. If damage results in loss of a tree, the damaged tree will be removed and replaced to comply with the specific instructions of the County.

2. Shrubs

Minor damage may be corrected by appropriate pruning as required in Section 17.0 (Specific Work Requirements – Landscape Management), Section 17.9 (Clearance, Shrub Pruning and Hedge Trimming/Shaping) of the SOW. If damage results in loss of a shrub, the damaged shrub will be removed and replaced to comply with the specific instructions of the County.

3. Chemicals

All damage resulting from chemical operation, either spray-drift or lateral leaching will be corrected according to the aforementioned maintenance practices and the soil conditioned to insure its ability to support plant life.

4. Appurtenances

All damage caused to components from accidents or cumulative effects of the Contractor's employees improperly applying materials or other incidents caused by the carelessness of the Contractor's employees will be corrected at the Contractor's expense.

## **6.10 Emergency Procedures**

Contractor will immediately report any emergency situations such as vandalism, broken water pipes, windows, doors, etc., by calling the following:

1. During County business hours, the Contractor will call the County Contract Project Monitor.
2. After County business hours, the Contractor will call the County Library Facilities Services Call Center at **(888) 225-0281**, 24/7/365 days a year.

## **7.0 HOURS/DAYS OF WORK**

- 7.1 Contractor may provide landscape and grounds maintenance services from 7:00 a.m. to 6:00 p.m., Monday through Friday, but has the option to provide service Sunday through Saturday; and will not violate the noise restrictions specified in Section 11.4 (Noise) of the SOW.



- 7.2 Contractor will provide adequate staffing to perform the required maintenance services during the prescribed days and hours per week. Any changes in the days and hours of operation prescribed above will be subject to approval by the County.
- 7.3 Contractor will not work or perform any operations, particularly during periods of inclement weather, which may destroy or damage groundcover or turf areas.
- 7.4 Contractor recognizes, that during the course of this Contract, other activities and operations may be conducted by County work forces and other contracted parties. Contractor may be required to modify or curtail certain tasks and operations and will promptly comply with any request therefore by the County.
- 7.5 Contractor is not required to work on County-recognized holidays. County will provide a list of the County-recognized holidays to the Contractor upon commencement of the Contract, and annually, at the beginning of the calendar year.

## **8.0 WORK SCHEDULES**

- 8.1 Contractor will submit for review and approval a work schedule for each library facility to the County within ten (10) business days prior to the start of the Contract. Said work schedules will be set on an annual calendar identifying all the required on-going maintenance tasks and task frequencies.
- 8.2 Contractor will submit revised schedules when actual performance differs substantially from planned performance. Said revisions will be submitted to the County Project Manager for review and approval within five (5) business days prior to scheduled time for work.
- 8.3 The above provisions are not to be construed to eliminate the Contractor's responsibility in complying with the requirements to notify the County for specialty type maintenance as set forth within Section 9.0 (Unanticipated Work) of the SOW.

## **9.0 UNANTICIPATED WORK**

- 9.1 The County Project Director or his/her designee may authorize the Contractor to perform unanticipated work, including, but are not limited to, repairs and replacements when the need for such work arises out of extraordinary incidents such as vandalism, acts of God, and third party negligence; or to add to, modify or refurbish existing facilities, any special events, and facilities where services are being provided by other entities. This will include evening and weekends. Due to the nature of these functions, it is anticipated that the



Contractor can provide the necessary service by rescheduling his work force rather than incurring premium overtime pay.

- 9.2 The County Contract Monitor will provide the Contractor a statement of work specific to the request and timeframe of the work to be started and completed. Prior to performing any unanticipated work, Contractor will prepare and submit a written quote which includes the description of the work, with a cost of labor and materials. Refer to Additional Specialty/As-Needed Services on Exhibit B (Pricing Schedule) of the Contract for each library facility. Whenever possible, the County Contract Project Monitor will provide notice to the Contractor within five (5) business days the service is to be started. If immediate action is needed, a verbal authorization can be given by the County to perform unanticipated work; and a written description of the work completed with a cost of labor and materials must be submitted within one (1) business day to the County. If the unanticipated work exceeds the Contractor's estimate, the County Project Director or his/her designee must approve the excess cost. In any case, no unanticipated work will commence without written/verbal authorization from the County.
- 9.3 If the Contractor discovers a condition where there is imminent danger of injury to the public or damage to property, Contractor will contact the County Project Director via telephone for approval to correct the condition before beginning the work. A written estimate will be sent within twenty-four (24) hours for approval.
- 9.4 Contractor will commence all unanticipated work on the established specified date. Contractor will proceed diligently to complete said work within the time allotted.
- 9.5 The County reserves the right to perform unanticipated work itself or assign the work to another Contractor.

## **10.0 USE OF CHEMICALS**

- 10.1 All Contractors' work involving the use of chemicals will be in compliance with all federal, state and local laws and will be accomplished by a Certified Applicator under the direction of a Licensed Pest Control Advisor (PCA). The Contractor, in complying with the California Food and Agricultural Code, will provide a copy of a valid Pest Control Operator's License, a valid Pest Control Advisor's License, and a Qualified Applicator's License in the proper categories for the work to be done, or a copy of said licenses from a Subcontractor prior to using any and all applicable chemicals within the area(s) to be maintained for the County.
- 10.2 A listing of proposed chemicals to be used including commercial name, application rates, and type of usage will be submitted to the County for approval at the commencement of the Contract. No work will begin until written approval of use is obtained from the County.



- 10.3 Chemicals will only be applied by those persons possessing a valid California Certified Applicator's license. Application will be in strict accordance with all governing regulations.
- 10.4 Records of all operations stating dates, times methods of application, chemical formulations, applicator's names, and weather conditions will be made and retained in an active file for a minimum of four (4) years.
- 10.5 All chemicals requiring a special permit for use must be registered with the County Agricultural Commissioner's Office and a permit obtained with a copy to the County.
- 10.6 All regulations and safety precautions listed in the "Pesticide Information and Safety Manual" published by the University of California will be adhered to.
- 10.7 Chemicals will be applied when air currents are still, to prevent drifting onto adjacent property and toxic exposure to persons whether or not they are in or near the area of application.
- 10.8 Contractor will maintain a record of monthly/annual consumption of approved chemicals to be made available to the County upon request.
- 10.9 Contractor will adhere to Sub-Section 8.55 (Integrated Pest Management Program Compliance) of the Contract.

## **11.0 SAFETY**

- 11.1 Contractor agrees to perform all work outlined in this Contract in a way that meets all accepted standards for safe practices during the maintenance operation and to safely maintain equipment and materials or other hazards consequential or related to the work; and agrees additionally to accept the sole responsibility for complying with all local, county, state or other legal requirements including but not limited to full compliance with the terms of the applicable O.S.H.A and Cal-O.S.H.A Safety Orders at all times to protect all persons including the Contractor's employees, agents of the County, vendors, members of the public or others from foreseeable injury or damage to their property. Contractor will inspect all potential hazards at said facilities and keep a log indicating dates inspected and action taken.
- 11.2 It will be the Contractor's responsibility to inspect, and identify, any condition(s) that renders any portion of the premises unsafe, as well as any unsafe practices occurring thereon. County will be notified immediately of any unsafe condition that requires major correction. Contractor will be responsible for making minor corrections including but not limited to filling holes in turf areas, using barricades or traffic cones to alert patrons of the existence of hazards, replacing valve box covers, and to protect members of the public or others from injury. During normal hours the Contractor will obtain emergency



medical care for any member of the public who is in need thereof, because of illness or injury occurring on the premises. Contractor will cooperate fully with County in the investigation of any accidental injury or death occurring on the premises including a complete written report thereof to the County within five (5) days following the occurrence.

- 11.3 Contractor is responsible for ensuring that the Contractor's employees are properly equipped and attired (work gloves, uniform, eye and ear protection, etc.) to ensure their safety. Contractor is responsible for replacing any equipment and attire that no longer comply with the safety standard. Failure to comply will result in liquidated damages.

**11.4 Noise**

Contractor will not prepare for or initiate any operations or use any equipment **before 7:00 a.m.** that would violate local noise ordinances or noise reduction needs.

**12.0 NON-INTERFERENCE**

Contractor will not interfere with the public use of the premises and will conduct its operations as to offer the least possible obstruction and inconvenience to the public or disruption to the peace and quiet of the area within which the services are performed.

**13.0 SIGNS/IMPROVEMENTS**

Contractor will not post signs or advertising matter upon the premises or improvements thereon, unless prior approval is obtained from the County.

**14.0 NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM**

Contractor will not allow any debris from its operations under this Contract to be deposited into the storm drains and/or gutters in violation of the National Pollutant Discharge Elimination System.

**15.0 STORAGE FACILITIES**

County will not provide storage facilities for the Contractor.

**16.0 REMOVAL OF DEBRIS**

- 16.1 All debris derived from the landscape and grounds maintenance services specified herein will be removed from County property and disposed of in accordance with local, state, and federal policies at the Contractor's expense.
- 16.2 Contractor will not use the trash bins at the library facility locations for disposal of green material at any time. Failure to comply will result in liquidated damages.



- 16.3 Upon commencement of the Contract, Contractor will provide the name and location of the Contractor's green disposal site.

## **17.0 SPECIFIC WORK REQUIREMENTS – LANDSCAPE MANAGEMENT**

Contractor is required to complete all specific work requirements listed below in a professional, workmanlike manner, and with nothing but the highest of standards at no less than the frequencies set forth herein. The safety of workers and the public is paramount. If an operation cannot be thoroughly completed within the designated time frame, Contractor will immediately notify the County Contract Project Monitor. Failure to comply will result in liquidated damages.

### **17.1 Site Inspections and Reporting**

- 17.1.1 Site Inspection and Reporting will be performed fifty-two (52) times per year; once each week.
- 17.1.2 Prior to proceeding with any landscape and grounds maintenance task, the site will be inspected by a knowledgeable and responsible Contractor employee, who will determine the practicality of initiating the operation.
- 17.1.3 Grounds will be inspected for, but not limited to, overgrown, dead and/or damaged trees, shrubs, and plants. Contractor will report and make recommendations for any improvements needed to the County Project Manager.
- 17.1.4 New or Newly Renovated Facilities: Contractor will ensure that the landscape is maintained at the level of quality equal or better than when it was first completed/installed and turned over to the Contractor. Contractor is responsible for monitoring the health of the new plants/vegetation, including mulch/wood chips and irrigation, to ensure health and normal growth. Contractor shall replace plants/vegetation as necessary.
- 17.1.5 Mulch or Wood Chips: Planters will be inspected to ensure mulch or wood chips are added where recommended and if in place (or once installed) the amount and quality is maintained and/or replenished to ensure an attractive landscape area, as appropriate to the area and plant material. Unless otherwise directed, the addition of mulch or wood chips is authorized as additional work and invoiced as Unanticipated Work, provided that the Contract Monitor is notified prior to installation.
- 17.1.6 Concrete areas will be inspected for cracks, crevices, and deterioration. If found, Contractor will immediately notify the County Contract Project Monitor.



## 17.2 Litter Control

- 17.2.1 Litter Control will be performed fifty-two (52) times per year; once each week.
- 17.2.2 Grounds will be thoroughly inspected for litter to ensure a neat appearance within the hard surfaces, developed, bare, and undeveloped areas to be maintained including, but not limited to, walkways, roadways, service roads, between and around planted areas, steps, planters, drains, stream beds, areas on slopes from the toe or top of the slope to ten (10) feet up or down the slope adjacent to developed areas, catch basins, parking lot corners, and other parking lot areas inaccessible to power equipment.
- 17.2.3 Litter pick-up includes, but is not limited to, removal of paper, rocks, glass, trash, undesirable materials, including fallen tree branch(es) that could fit in the bed of a mini-truck and be handled by one person, without reduction, siltation, and other accumulated debris.
- 17.2.4 Supplemental hand sweeping will be done to areas inaccessible to power equipment.

## 17.3 Swales and Drains

- 17.3.1 All swales, drains, and collection boxes will be inspected, maintained in an operable condition, and free of siltation, debris, and litter so that water will have an unimpeded passage to its outlet, by performing the hereafter specified operations and all other work incidental thereto.
- 17.3.2 Drain grates will be inspected to restrict hazards. If any broken or missing grates are found, Contractor will secure same to keep the area safe for public use, and immediately notify the County Contract Project Monitor.

## 17.4 Mowing

- 17.4.1 Mowing operations of all turf areas will be performed forty-three (43) times per year as follows:
  - 1. During the warm season (April 1 through November 30), all turf areas will be mowed no less than once each week for a total of thirty-five (35) times.
  - 2. During the cool season (December 1 through March 31), all turf areas will be mowed no less than once every two weeks for a total of eight (8) times.



- 17.4.2 Mowing operations will be performed in a professional manner that ensures a smooth surface appearance without scalping or allowing excessive cuttings to remain.
- 17.4.3 All equipment will be adjusted to proper cutting heights and will be adequately sharpened.
- 17.4.4 Mowing height will be appropriate to turf species, season, and use parameters. Mowing heights may vary for special events and conditions.
- 17.4.5 Mowing operation will be on a schedule that is acceptable to the County.
- 17.4.6 Walkways will be cleaned immediately following each mowing so that no clippings create a hazardous condition.
- 17.4.7 Mowing of turf at each facility will be completed in one operation.

#### **17.5 Mechanical Edging**

- 17.5.1 Mechanical edging of all turf areas will be performed twenty-six (26) times per year as follows:
  - 1. During the warm season (April through November), mechanical edging will be performed no less than once every two weeks for a total of eighteen (18) times.
  - 2. During the cool season (December through March), mechanical edging will be performed no less than once every two weeks for a total of eight (8) times.
- 17.5.2 Mechanical edging of groundcover will be performed twelve (12) times per year; once each month.
- 17.5.3 All turf edges, including designed edges in flower beds, will be kept neatly edged and all grass invasions must be eliminated.
- 17.5.4 All turf edges including but not limited to sidewalks, driveways, curbs, shrub beds, flower beds, groundcover beds, and around tree bases will be edged to be a neat and uniform line.
- 17.5.5 Mechanical edging of turf will be completed as one operation in a manner that results in a well-defined, V-shaped edge that extends into the soil. Such edging will be done with a power edger with a rigid blade.



- 17.5.6 All turf edges will be trimmed or limited around sprinklers to provide optimum water coverage, valve boxes, meter boxes, backflow devices, equipment and other obstacles.
- 17.5.7 All groundcover and flower bed areas where maintenance next to turf areas will be kept neatly edged and all grass invasions eliminated.
- 17.5.8 Walkways will be cleaned immediately following each mechanical edging to remove accumulated debris and limit hazardous conditions.

## 17.6 Weed Removal

- 17.6.1 Weed removal will be performed as follows:
  - 1. Walkways, beds, planters, and landscape will be performed fifty-two (52) times per year; once each week.
  - 2. Developed areas of a facility that have become denuded will be performed twenty-six (26) times per year; once every two weeks.
  - 3. Designated areas of a facility which are left in a natural state so that the plant's root systems are utilized to stabilize the soil, which may occasionally need to be controlled to a given height for appearance or fire suppression reasons, will be performed twenty-six (26) times per year; once every two weeks.
- 17.6.2 All grass-like weeds, morning glory or vine-weed types, ragweed, volunteer plants, and/or other underground spreading weeds will be kept under strict control.
- 17.6.3 Methods for removal of weeds can incorporate one or all four of the following:
  - 1. Hand removal (Mechanical)
  - 2. Cultivation
  - 3. Chemical Eradication
  - 4. Mulching
- 17.6.4 Remove or control all weeds and grass from the following areas: beds, planters, walkways, drainage areas, expansion joints in all hard surface areas, driveways, roadways, slopes and hillsides, bare areas, and undeveloped areas.



- 17.6.5 Remove all weeds mechanically from shrub beds, planters, and other cultivated areas.
- 17.6.6 Weeds treated using a contact weed chemical, systematic chemical will be left in place per manufacturer's recommendation. If the kill is not completed by the time specified in the manufacturer's recommendation, a second application at no additional cost to the County will be made.
- 17.6.7 After a complete kill, all dead weeds will be removed from the areas.
- 17.6.8 Contractor will adhere to Sub-Section 8.55 (Integrated Pest Management Program Compliance) of the Contract.

## **17.7 Raking**

- 17.7.1 Raking will be performed fifty-two (52) times per year; once each week.
- 17.7.2 Accumulation of leaves will be removed from all landscape areas including beds, planters and turf areas, under trees and will be removed and disposed of offsite at the end of each day's work.

## **17.8 Sweeping**

- 17.8.1 Sweeping will be performed fifty-two (52) times per year; once each week.
- 17.8.2 Walkway and step sweeping includes, but is not limited to, the removal of all foreign objects from surfaces such as gum, grease, broken glass, cans, bottles, and other foreign objects not designed to be part of the landscape.
- 17.8.3 Methods for sweeping of designed areas may incorporate one or all of the following:
  - 1. Power pack blowers
  - 2. Vacuums
  - 3. Brooms
  - 4. Push power blowers
- 17.8.4 In the event the Contractor elects to use power equipment to complete such operations, the Contractor will be subject to local ordinances regarding noise levels. Contractor will adhere to Section 11.4 (Noise) of the SOW. If power blowers are forbidden, Contractor will find alternate ways to accomplish the task. Any



schedule of such operations may be modified by the County in order to insure that the public is not unduly impacted by the noise or dust pollutants created by such equipment.

- 17.8.5 Supplemental hand sweeping of parking lot corners and other parking lot areas are required in those areas inaccessible to power equipment.
- 17.8.6 When using power equipment in the parking lot area around vehicles, the Contractor will take care to ensure that no debris is sprayed or left on the vehicles.

#### **17.9 Clearance, Shrub Pruning and Hedge Trimming/Shaping**

- 17.9.1 Clearance, shrub pruning and hedge trimming/shaping will be performed twelve (12) times per year; once each month.
- 17.9.2 Prune shrubs to encourage healthy growth habits and shaped in order to retain their natural form and proportionate size. Restrict growth of shrubbery to area behind curbs and walkways within planter beds by trimming. Under no circumstances will hedge shears be used as a means of pruning.
- 17.9.3 All plant materials will be pruned where necessary to maintain access and safe vehicular and pedestrian visibility and clearance and to prevent or eliminate hazardous situations.
- 17.9.4 All dead shrubs will be removed with approval from the County Project Manager.
- 17.9.5 All dead, diseased and unsightly branches, vines or other growth will be removed as they develop.
- 17.9.6 All ground cover areas will be pruned to maintain a neat edge along planter box walls. Any runners that start to climb buildings, shrubs or trees will be pruned out of these areas.
- 17.9.7 All pruned or trimmed plant material will be removed and disposed of offsite at the end of each day's work.

#### **17.10 Aerification**

- 17.10.1 Aerification will be performed two (2) times per year during months of April through November.
- 17.10.2 All Aerification will be approved by the County prior to application.



- 17.10.3 Aerate all turf areas by using a device that removes one-half (1/2) inch cores to depth of two (2) inches and not more than six (6) inch spacing.

#### **17.11 Fertilization**

- 17.11.1 Fertilization will be performed three (3) times per year during the months of April through November.
- 17.11.2 All fertilization will be approved by the County prior to application.
- 17.11.3 Application of the fertilizer will be done in sections, determined by the areas covered by each irrigation system. All areas fertilized will be thoroughly soaked immediately after fertilization.
- 17.11.4 All turf areas will receive not less than one (1) pound of actual available nitrogen in a balance fertilizer form for each one thousand (1,000) square feet of turf area. All fertilizer will be inorganic and granular in form with an approximate ratio of 4 - 1½-2.
- 17.11.5 Areas will be fertilized utilizing ratios and mixtures recommended by the County at the rate of application per the manufacturer's recommendation.
- 17.11.6 Contractor will adhere to Sub-Section 8.55 (Integrated Pest Management Program Compliance) of the Contract.

#### **17.12 Chemical Edging/Detailing**

- 17.12.1 Chemical edging and detailing will be performed twelve (12) times per year; once each month.
- 17.12.2 Prior to proceeding with any chemical application, the site is to be inspected by a knowledgeable and responsible Contractor employee, who will determine the practicality of initiating the operation.
- 17.12.3 Chemical application may be used in and around areas such as planters, areas adjacent to trees, fence lines, sprinkler heads, etc. Prior to application of chemicals, all areas will be trimmed to proper mowing height. Chemicals will be applied in a manner to minimize drift. Precautionary measures will be employed since all areas will be open for public access during application.
- 17.12.4 Water will not be applied to treated areas for forty-eight (48) hours after each application.



- 17.12.5 Where trees and shrubs occur in turf areas, all grass growth will be limited to at least eighteen (18) inches away from the trunks of trees and away from the drip line of shrubs by use of approved chemicals.
- 17.12.6 Linear chemical edging of turf boundaries may be performed in a way that ensures a defined turf edge and limits its encroachment into beds or across boundaries where it is impractical to edge mechanically. A six (6) inch barrier width will be considered normal.
- 17.12.7 Detailing of sprinkler heads (to provide maximum water coverage), valve boxes, meter boxes, and similar obstacles in turf areas may be performed in a manner that ensures operability, ease of location and/or a clean appearance. A six (6) inch barrier width will be considered normal.
- 17.12.8 Weeds treated using a contact weed chemical or systematic chemical will be left in place per manufacturer's recommendation. If the kill is not complete by the time specified in the manufacturer's recommendation, additional application(s) will be made, at no additional cost to the County.
- 17.12.9 After a complete kill, all dead weeds will be removed and disposed of offsite at the end of each day's work.
- 17.12.10 Contractor will adhere to Sub-Section 8.55 (Integrated Pest Management Program Compliance) of the Contract.

### **17.13 Rodent Control**

- 17.13.1 Rodent Control will be performed twelve (12) times per year; once each month.
- 17.13.2 All areas will be maintained free of rodents including but not limited to gophers and ground squirrels causing damage to turf, shrubs, ground cover, trees, and irrigation systems. Mechanical and chemical methods will be used for this control.
- 17.13.3 Effect of rodent activity, such as holes, mounds, etc., will be backfilled, removed or raked level before mowing the facilities.
- 17.13.4 Infestation eradication means the elimination of all rodents present at the time of treatment. If kill is not complete within forty-eight (48) hours, the area will be retreated, at the Contractor's expense, until eradication is complete.
- 17.13.5 Contractor will adhere to Sub-Section 8.55 (Integrated Pest Management Program Compliance) of the Contract.



## 18.0 SPECIFIC WORK REQUIREMENTS – WATERING/IRRIGATION MANAGEMENT

Contractor is required to complete all specific work requirements listed below in a professional, workmanlike manner, and with nothing but the highest of standards at no less than the frequencies set forth herein. The safety of workers and the public is paramount. If an operation cannot be thoroughly completed within the designated time frame, Contractor will immediately notify the County Contract Project Monitor. Failure to comply will result in liquidated damages.

Contractor will, at all times, maintain the irrigation system, including **lateral lines**, in an operational state. The irrigation system consists of automatic controllers, control valves, gate valves, risers, quick couplers, swing joints and sprinkler heads. Maintenance of the irrigation system, includes providing small parts such as, solenoids, filter screens, diaphragms, gaskets, springs, screws, adjustment screws, washers, 'O' rings, wiring and nozzles.

County is responsible for the main lines and back flow.

### 18.1 Site Inspection and Reporting

- 18.1.1 Site Inspection and Reporting will be performed fifty-two (52) times per year; once each week.
- 18.1.2 Prior to proceeding with any watering/irrigation management task, the site will be inspected by a knowledgeable and responsible Contractor employee, who will determine the practicality of initiating the operation.
- 18.1.3 Irrigation system will be inspected for system malfunction and hazards created by the system. A comprehensive monthly system operability check will identify malfunctions and needs for repair. If found, Contractor will mitigate any hazards and immediately notify the County Contract Project Monitor of all malfunctions, hazards, and emergencies.
- 18.1.4 Inspect for operability and proper adjustment of controllers, quick couplers, valves, and sprinkler heads. Contractor will adjust and correct for coverage.
- 18.1.5 Visual inspection of systems impact on landscape and checking of valve boxes for safety and security purposes.
- 18.1.6 Mulch and wood chips will be maintained at a level and quality to cover and protect the irrigation system and ensure adequate moisture level. Unless otherwise directed, the addition of mulch or wood chips is authorized as additional work and invoiced as Unanticipated Work, provided that the Contract Monitor is notified prior to installation.



## **18.2 Irrigation and System Operability and Testing**

- 18.2.1 Irrigation and System Operability and Testing will be performed fifty-two (52) times per year; once each week.
- 18.2.2 To ensure the operability of the irrigation system, Contractor will cycle controller(s) through each station manually and automatically, and check the function of all facets of the irrigation system. Contractor will report any damage or incorrect operation to the County Contract Project Monitor.
- 18.2.3 During testing, Contractor will do the following:
1. Adjust all sprinkler heads for the correct coverage to prevent excessive runoff and/or erosion and to prevent the spread of water onto roadways, sidewalks, windows, hard surface areas and private property.
  2. Unplug clogged heads and flush lines to free lines of rock, mud, and debris.
  3. Record and report all system malfunctions, damage, and obstructions to the County Contract Project Monitor and take corrective action.
  4. Replace or repair inoperable irrigation equipment identified as the Contractor's responsibility.
- 18.2.4 Repair and/or replace, as determined by the County, damaged or inoperable sprinkler heads, as needed. Missing or broken heads must be replaced immediately to conserve water.
- 18.2.5 Control the irrigation system during inclement weather conditions and limit the use of water concurrent with the weather situation to the satisfaction of the County.
- 18.2.6 Irrigate to maintain adequate growth and appearance as needed by hand watering, operation of manual valves, proper utilization and scheduling of controllers to comply with watering requirements of the premises and the bleeding valves.
- 18.2.7 Flush irrigation pipelines after repair or replacement of irrigation components.
- 18.2.8 If an automatic irrigation system, or a portion of a system malfunctions, the Contractor, when authorized by the County, will be responsible for the manual manipulation of that system for



period of 30 days from the date of the authorization. If the system requires manual manipulation for a greater period, the County may opt to pay the Contractor supplemental pay to continue the manual manipulation, or the County may decide to terminate the supplemental irrigation.

### **18.3 Watering and Irrigation System Management**

- 18.3.1 Watering and Irrigation System Management will be performed fifty-two (52) times per year; once each week.
- 18.3.2 Watering is to be scheduled at night after the library closes, between the hours of 10:00 p.m. to 4:00 a.m.
- 18.3.3 Contractor will set/adjust watering schedules following daylight savings time change to ensure the timers are reset to run between the hours stated in Section 18.3.2.
- 18.3.4 Contractor will reset the timers to any location that has had a power outage, ensuring that the schedule is set to the hours stated in Section 18.3.2.
- 18.3.5 Watering requirements by plant vary according to the season in a particular year. Contractor will pay extremely close attention to the demands of the plants as influenced by their exposure to sun, wind, shade, and location in the individual planters. The variation in the size of plants installed, as well as the varieties, will be taken into consideration.
- 18.3.6 All landscaped and turf areas will be irrigated as required to maintain adequate growth and appearance with a scheduled most conducive to plant growth.
- 18.3.7 The delivery of adequate moisture to the landscaped areas will include, but not be limited to, hand watering, operation of manual valves, proper utilization of automatic controllers, and the bleeding of valves.
- 18.3.8 To provide adequate soil moisture, Contractor will consider the soil conditions, humidity, minimizing runoff, and the relationship of conditions, which affect day and night watering. This may include daytime watering during freezing weather to prevent icy conditions and manual operation of the irrigation system and/or hand watering with portable sprinklers during periods of windy or inclement weather. A soil probe will be used to depth of twelve inches (12") to determine the water penetration by random testing of the root zones.



- 18.3.9 Watering will be regulated to avoid interference with any use of the facility, roadways, paving, walkways, or areas as designated for scheduled special events.
- 18.3.10 In the areas where wind creates problems of spraying water onto private property or road rights of ways, the controllers will be set to operate during lowest wind velocity which would normally occur at night or early morning hours. Irrigation water will not sheet over the roadway. Any run off of water is not to be tolerated.
- 18.3.11 Irrigation system will be controlled as to not cause any excessively wet or “waterlogged” areas, which could interfere with the ability to mow all turf. “In lawn” trees and other planting will be protected from over-watering and run-off drowning.
- 18.3.12 New turf (up through the sixth mowing) will be watered immediately after mowing. Well-established turf will not be watered for at least four (4) hours after mowing.
- 18.3.13 All groundcover areas will be watered as needed to maintain a healthy condition, with appropriate care being taken not to over-water in shady areas.
- 18.3.14 Contractor will follow local watering drought restrictions. Also, if plant material and trees are affected due to the watering restrictions, the Contractor will notify the County Contract Project Monitor and submit a recommendation for replacing the plants and/or tree with drought resistant plants. Contractor will replace the plants **only** upon approval of the County.
- 18.3.15 Contractor will ensure that all employees working on the irrigation system are fully trained in all phases of landscape irrigation systems and can easily identify and isolate problems and perform the proper testing and inspection of the irrigation system and the maintenance of the sprinkler and drip heads. This knowledge of landscape irrigation systems will include, but not be limited to, the operation, maintenance, adjustment, and repair of said systems and their components.
- 18.3.16 Contractor will be responsible for maintenance of the irrigation system by performing the following tasks:
1. Monitor all irrigation controllers.
  2. Inspect and report the status of the irrigation system.
  3. Adjust and clean sprinkler heads (may require the removal of the sprinkler head for this function).



4. Repair immediately all broken or missing sprinkler heads causing a loss of a large amount of water.
  5. Repair or replace sprinkler heads having a half (½) inch inlet.
  6. Provide all nipples, caps, plugs, elbows, coupling, etc., from the laterals to the heads due to normal wear.
  7. Provide replacements of all risers and swing joints due to normal wear.
  8. Flush irrigation pipelines following repairs and replacements.
  9. Replace valve box covers due to normal wear.
  10. Recover and re-fasten removed valve box covers.
  11. Notify the Contract Project Manager of any damaged or inoperable major irrigation components, indicating the problem, location, size, and type of irrigation equipment.
- 18.3.17 Replacing of irrigation components identified as the Contractors responsibility will be completed within one (1) watering cycle of determining damaged or inoperable irrigation component.
- 18.3.18 Repair irrigation system with originally specified equipment of the same size and quality or substitutes approved by the County prior to any installation thereof.

## **19.0 SPECIFIC WORK REQUIREMENTS – TREE MANAGEMENT**

Contractor is required to complete all specific work requirements listed below in a professional, workmanlike manner, and with nothing but the highest of standards at no less than the frequencies set forth herein. The safety of workers and the public is paramount. If an operation cannot be thoroughly completed within the designated time frame, Contractor will immediately notify the County Contract Project Monitor. Failure to comply will result in liquidated damages.

Within thirty (30) days after commencement of the Contract, and yearly thereafter for the term of the Contract, Contractor is to provide the County Contract Project Monitor with a written Tree Trimming Schedule for each library facility. This schedule will list the month and week that each tree trimming service will be performed and must be strictly adhered to. The County Project Manager may request adjustments to the schedule.

The schedule is used to notify the library locations of upcoming tree trimming services. The schedule must be followed and if a tree trimming needs to be re-



scheduled, Contractor must notify the Contract Project Manager at least five (5) business days prior to the work commencing. Failure to perform the tree trimming service and/or failure to providing notification may result in liquidated damages. Correction of this failure to provide tree trimming must be accomplished within ten (10) business days of the original scheduled date, unless otherwise instructed by the County.

Upon completion of the tree trimming, Contractor will complete Attachment II (**Tree Trimming Confirmation Form**) of the SOW, and submit it to the County Contract Project Monitor within one (1) business day of completion date.

All completed services will be inspected by the County within five (5) business days of receipt of the form. Any corrections must be completed by the date agreed upon and within the frequency period. Liquidated damages may apply if the corrections are not performed by the dated agreed upon and/or within the frequency period. The assessment of liquidated damages does not relieve the Contractor from the responsibility for the corrections.

## 19.1 Tree Trimming

19.1.1 All trees (excluding palm trees) will be trimmed and thinned at each facility one (1) time per year.

1. Palm trees will be maintained and kept free of dead fronds and potential falling debris at all times.

19.1.2 Contractor employees must clean all work areas before and after the completion of the work.

19.1.3 Contractor will ensure that all Contractor employees adhere to and follow all safety procedures for tree trimming services at all times. Refer to Section 11.0 (Safety) of the SOW.

## 19.2 Tree Trimming Procedures

19.2.1 Contractor will follow the benchmark standards of the American National Standard Institute (ANSI) A300 Pruning Standards

19.2.2 Tree trimming will be performed with the intent of developing structurally sound trees, symmetrical appearance with the proper vertical and horizontal clearance as follows:

1. All trees will be trimmed, shaped, and thinned.
2. All trees will be trimmed away from roof, fence or obstacles and away from private property to prevent encroachment on private property.
3. All trees will be thinned of smaller limbs to distribute the foliage evenly.



4. All trees will be trimmed and shaped to provide a symmetrical appearance typical of species.
5. All trees will be trimmed to encourage healthy growth habits and shaped in order to retain their natural form and proportionate size.

19.2.3 Rapid healing of pruning wounds is dependent upon where the cut is made when removing limbs. NEVER LEAVE SHORT STUBS. Some trees produce a corky ring of growth where a limb originates. The pruning cut will be made toward the outside portion of the "collar." If a tree does not produce this characteristic "collar," then make the cut flush to the limb where it is growing.

19.2.4 All limbs 1 ½ inches or greater in diameter will be undercut to prevent splitting.

19.2.5 All limbs will be lowered to the ground using a method, which prevents damage to the remaining limbs.

19.2.6 All cuts exceeding ½ inch will be treated with an appropriate tree heal compound.

19.2.7 All equipment utilized will be clean, sharp and expressly designed for tree trimming.

19.2.8 Climbing spurs will not be used.

19.2.9 Special emphasis will be placed upon public safety during trimming operations, particularly when adjacent to roadways.

19.2.10 All green waste and debris will be removed and disposed of offsite at the end of each day's work.

### 19.3 Pruning Procedures

19.3.1 All tree pruning will be performed as needed throughout the contract term.

19.3.2 The initial step of pruning will be the removal of all deadwoods, weak, diseased, insect infested and damaged branches and limbs.

1. All dead and damaged branches and limbs will be removed at the point of braking, and a smooth cut will be made outside the branch bark ridge.



- 19.3.3 All trees will be pruned where necessary to maintain access and safe vehicular and pedestrian visibility and clearance to prevent or eliminate hazardous situations.
1. All trees will be pruned for vertical and horizontal clearance. Such clearances are seven (7) feet for pedestrian areas and walkways and fourteen (14) feet for vehicular roadways.
- 19.3.4 All trees will be pruned and maintained to prevent any blockage in roof drainage areas and should not obscure safety lights that are attached to buildings and located in parking lots.
- 19.3.5 All crossed or rubbing limbs will be removed unless removal will result in large gaps in the general outline. Limbs should extend alternately from the trunk on twelve (12) inch or twenty-four (24) inch spacing.
- 19.3.6 All suckers and sprouts will be cut flush with the trunk or limb.
- 19.3.7 No stubs will be permitted.
- 19.3.8 All structural weaknesses such as split crotches or limbs, diseased or decayed limbs, or severe damage will be reported to the County's Contract Project Monitor.
- 19.3.9 Special emphasis will be placed upon public safety during pruning operations, particularly when adjacent to roadways.
- 19.3.10 All green waste and debris will be removed and disposed of offsite at the end of each day's work.

#### **19.4 Staking and Tying**

- 19.4.1 Damaged trees will be staked and tied within twenty-four (24) hours. Replacement stakes or new staking will be completed within five (5) days.
- 19.4.2 Replace missing or damaged stakes where the tree diameter is less than three (3) inches within five (5) days.
- 19.4.3 Stake in those cases where tree has been damaged and required staking support.
- 19.4.4 Stake new trees or recently planted trees which have not previously been staked.
- 19.4.5 Stakes will not be placed closer than eight (8) inches from the trunk of the tree.



- 19.4.6 Stakes and ties will be placed so no chafing of bark occurs.
- 19.4.7 Stakes and ties will be removed by the Contractor once it is determined that they are no longer needed or as requested by the County.
- 19.4.8 **Materials**
1. Tree stakes, two (2) per tree, will be pentachlorophenol treated lodge pole pine not less than eight (8) feet in length for five (5) gallon size trees not less than ten (10) feet for fifteen (15) gallon trees.
  2. Guy wires where required and plant ties will be of pliable, zinc-coated ten (10) gauge using two (2) ties per tree.
  3. Hose for covering wire will be either new or used garden hose at least one-half inch (1/2") in diameter (hose ties should allow for minimum of three (3) additional inches of clearance beyond the diameter of the branch or trunk being secured.

## **20.0 SPECIFIC WORK REQUIREMENTS – SPECIALTY/AS-NEEDED SERVICES**

Contractor is required to complete all specialty/as-needed services listed below in a professional, workmanlike manner, and with nothing but the highest of standards at no less than the frequencies set forth herein. The safety of workers and the public is paramount.

Specialty/as-needed services will be performed at the request of the County for which the Contractor will be compensated per the identified cost listed in Exhibit B (Pricing Schedule) of the Contract, in accordance with Section 9.0 (Unanticipated Work) of the SOW. If an operation cannot be thoroughly completed within the designated time frame, Contractor will immediately notify the County Contract Project Monitor. Failure to comply will result in liquidated damages.

### **20.1 Downed Trees**

- 20.1.1 All trees which are downed by either natural or unnatural causes will be removed and disposed offsite. Unless prevented by access, where possible, stumps will be removed and/or ground to 12 inches below grade and wood chips removed and hole backfilled to grade.

### **20.2 Renovation of Turf**

#### **20.2.1 Vertical Mowing**



1. Care will be taken to avoid unnecessary or excessive injury to the turf grass.
2. Sweep or take the dislodged thatch from the turf areas and dispose off-site.
3. Standard renovating or vertical mowing type equipment will be used.
4. Vertical mowing to remove the thatch in turf areas will be done to encourage healthy growth and to maintain acceptable appearance.
5. Vertical lawn the soil line and remove all excessive thatch in turf area. Sprinkler heads are to remain one inch below the final grade.

#### 20.2.2 **Seeding**

1. Contractor will over-seed and/or hydro-seed all damaged, vandalized, and bare areas to re-establish turf to an acceptable quality.
2. After the thatch is removed and upon completion of turf detaching all turf areas will be over-seeded, mulched, and watered;
3. Areas to be over-seeded and/or hydro-seeded will be seeded utilizing blends or mixtures at the rate application recommended by the County;
4. Seed cover material will be spread evenly over the entire area to a uniform depth as requested.

#### 20.2.3 **Bare Areas**

All planted areas will be cultivated to encourage water penetration, fertilizer absorption.

### 20.3 **Disease/Insect Control**

- 20.3.1 All landscaped areas will be maintained free of disease and insects that could cause damage to plant materials including, but not limited to, trees, shrubs, ground cover, and turf.
- 20.3.2 County's Contract Project Monitor will be notified immediately of any disease, insects, or unusual conditions that might develop.



- 20.3.3 A disease control program to prevent all common diseases from causing serious damage will be provided on an as-needed basis. Disease control will be achieved utilizing materials and rates recommended by a licensed California Pest Control Advisor.
- 20.3.4 Contractor will adhere to Sub-Section 8.55 (Integrated Pest Management Program Compliance) of the Contract.

#### 20.4 **Plant Materials**

- 20.4.1 Plant materials will conform to the requirements of the Landscape Plan of the areas and the "Horticultural Standards" of American Association of Nurserymen as to kind, size, age, etc. Plants of record and specifications will be consulted to ensure correct identification of species. Plant material larger than those specified may be supplied if complying in all other respects.
- 20.4.2 Substitutions may be allowed, but only with prior written approval by the County.
- 20.4.3 Plant names used in the landscape plan of the area conform to "Standard Plant Names" by American Joint Committee on Horticultural Nomenclature. In those cases not covered therein, the custom of the nursery trade will be followed.

#### 20.4.4 **Quality**

1. Plants will be sound, healthy, and vigorous, free from plant disease, insect pest or their eggs, and will have healthy normal root systems and comply with all state and local regulations governing these matters.
2. Plants will be free from any noxious weeds, have no thorns, no "fruit/berries", and will not be harmful/toxic/poisonous.
3. Where caliper or other dimensions of any plant material are omitted from the Plant List, it will be understood that these plant materials will be normal stock for type listed. They will be sturdy enough to stand safely without staking.
4. Plant materials will be symmetrical, and/or typical for variety and species and conform to measures specified in the Plant List.
5. All plant materials will be provided from a licensed nursery and will be subject to acceptance as to quality by the County.



6. All trees will be measured six (6) inches above the ground surface.

#### 20.4.5 **Plant Material Guarantee**

All new plant material including shrubs will be guaranteed to live and remain in healthy condition for no less than ninety (90) days from the date of acceptance of the job by the County.

### **21.0 GREEN INITIATIVES**

- 21.1 Contractor will use reasonable efforts to initiate “green” practices for environmental and energy conservation benefits.
- 21.2 Contractor will notify the County Project Manager of the Contractor’s green initiatives prior to contract commencement, including the company’s current environmental policies and practices and those proposed to be implemented.



## **STATEMENT OF WORK ATTACHMENTS**

- I. SERVICE LOCATION AND SPECIFICATIONS
- II. AREA 6 MAP & SPECS
- III. TREE TRIMMING CONFIRMATION FORM



## SERVICE LOCATION AND SPECIFICATIONS

## LANDSCAPE AND GROUNDS MAINTENANCE SERVICES – AREA 6

<b>1.</b>	<b>Facility:</b>	<b>Acton/Agua Dulce Christopher Colombo Brevitorio Library</b>				
	<b>Address:</b>	33792 Crown Valley Road				
		Acton, CA 93510				
# Trees	# Palm Trees	Planters	Shrubs Y/N	Hedges Y/N	Grass Y/N	Irrigation System Y/N
10	0	Y	Y	Y	N	Y
<b>NOTE: Rock river bed and horse trail are included.</b>						

<b>2.</b>	<b>Facility:</b>	<b>Anthony Quinn Library</b>				
	<b>Address:</b>	3965 East Cesar Chavez Avenue				
		Los Angeles, CA 90063				
# Trees	# Palm Trees	Planters	Shrubs Y/N	Hedges Y/N	Grass Y/N	Irrigation System Y/N
1	2	Y	Y	N	Y	Y

<b>3.</b>	<b>Facility:</b>	<b>Chet Holifield Library</b>				
	<b>Address:</b>	22 West Live Oak Avenue				
		Arcadia, CA 91007				
# Trees	# Palm Trees	Planters	Shrubs Y/N	Hedges Y/N	Grass Y/N	Irrigation System Y/N
5	-	Y	Y	N	Y	Y

<b>4.</b>	<b>Facility:</b>	<b>City Terrace Library</b>				
	<b>Address:</b>	4025 East City Terrace Drive				
		Los Angeles, CA 90063				
# Trees	# Palm Trees	Planters	Shrubs Y/N	Hedges Y/N	Grass Y/N	Irrigation System Y/N
0	4	Y	Y	Y	N	Y

<b>5.</b>	<b>Facility:</b>	<b>El Camino Real</b>				
	<b>Address:</b>	4264 East Whittier Boulevard				
		Los Angeles, CA 90023				
# Trees	# Palm Trees	Planters	Shrubs Y/N	Hedges Y/N	Grass Y/N	Irrigation System Y/N
11	0	Y	Y	Y	N	Y



## SERVICE LOCATION AND SPECIFICATIONS

## LANDSCAPE AND GROUNDS MAINTENANCE SERVICES – AREA 6

6.	<b>Facility:</b>	<b>El Monte Library</b>				
	<b>Address:</b>	3224 Tyler Avenue				
		El Monte, CA 91731				
# Trees	# Palm Trees	Planters	Shrubs Y/N	Hedges Y/N	Grass Y/N	Irrigation System Y/N
1	0	Y	Y	N	N	Y

7.	<b>Facility:</b>	<b>La Cañada Flintridge Library</b>				
	<b>Address:</b>	4545 North Oakwood Avenue				
		La Cañada Flintridge, CA 91011				
# Trees	# Palm Trees	Planters	Shrubs Y/N	Hedges Y/N	Grass Y/N	Irrigation System Y/N
20	0	Y	Y	Y	N	Y

8.	<b>Facility:</b>	<b>La Crescenta Library</b>				
	<b>Address:</b>	2809 Foothill Boulevard				
		La Crescenta, CA 91214				
# Trees	# Palm Trees	Planters	Shrubs Y/N	Hedges Y/N	Grass Y/N	Irrigation System Y/N
15	0	Y	Y	Y	N	Y

9.	<b>Facility:</b>	<b>Lancaster Library</b>				
	<b>Address:</b>	601 West Lancaster Boulevard				
		Lancaster, CA 93534				
# Trees	# Palm Trees	Planters	Shrubs Y/N	Hedges Y/N	Grass Y/N	Irrigation System Y/N
140	0	Y	Y	Y	N	Y

10.	<b>Facility:</b>	<b>Littlerock Library</b>				
	<b>Address:</b>	35119 80 <sup>th</sup> Street East				
		Littlerock, CA 93543				
# Trees	# Palm Trees	Planters	Shrubs Y/N	Hedges Y/N	Grass Y/N	Irrigation System Y/N
9	2	Y	Y	Y	N	Y



## SERVICE LOCATION AND SPECIFICATIONS

## LANDSCAPE AND GROUNDS MAINTENANCE SERVICES – AREA 6

11.	<b>Facility:</b>	<b>Norwood Library</b>				
	Address:	4550 North Peck Road				
		El Monte, CA 97132				
# Trees	# Palm Trees	Planters	Shrubs Y/N	Hedges Y/N	Grass Y/N	Irrigation System Y/N
22	5	Y	Y	Y	Y	Y

12.	<b>Facility:</b>	<b>Quartz Hill Library</b>				
	Address:	5040 West Avenue M-2				
		Quartz Hill, CA 93536				
# Trees	# Palm Trees	# Planters	Shrubs Y/N	Hedges Y/N	Grass Y/N	Irrigation System Y/N
36	0	N	Y	N	N	Y

13.	<b>Facility:</b>	<b>San Gabriel Library</b>				
	Address:	500 South Del Mar Avenue				
		San Gabriel, CA 91776				
# Trees	# Palm Trees	Planters	Shrubs Y/N	Hedges Y/N	Grass Y/N	Irrigation System Y/N
6	18	Y	Y	Y	Y	Y

14.	<b>Facility:</b>	<b>South El Monte Library</b>				
	Address:	1430 North Central Avenue				
		South El Monte, CA 91733				
# Trees	# Palm Trees	Planters	Shrubs Y/N	Hedges Y/N	Grass Y/N	Irrigation System Y/N
10	0	Y	Y	Y	Y	Y

15.	<b>Facility:</b>	<b>Topanga Library</b>				
	Address:	122 North Topanga Canyon Boulevard				
		Topanga, CA 90290				
# Trees	# Palm Trees	Planters	Shrubs Y/N	Hedges Y/N	Grass Y/N	Irrigation System Y/N
2	0	Y	Y	Y	N	Y



## SERVICE LOCATION AND SPECIFICATIONS

## LANDSCAPE AND GROUNDS MAINTENANCE SERVICES – AREA 6

FACILITIES SERVICED UPON REQUEST ONLY

1.	<b>Facility:</b>	<b>Agoura Hills Library</b>
	Address:	29901 Ladyface Court
		Agoura Hills, CA 91301

2.	<b>Facility:</b>	<b>East Los Angeles Library</b>
	Address:	4837 East 3rd St.
		Los Angeles, CA 90022

3.	<b>Facility:</b>	<b>Lake Los Angeles Library</b>
	Address:	16921 East Avenue O, #A
		Palmdale, CA 93591

4.	<b>Facility:</b>	<b>Live Oak Library</b>
	Address:	22 West Live Oak Avenue
		Arcadia, CA 91007

5.	<b>Facility:</b>	<b>Malibu Library</b>
	Address:	23519 West Civic Center Way
		Malibu, CA 90265

6.	<b>Facility:</b>	<b>Westlake Village Library</b>
	Address:	31220 Oak Crest Dr.
		Westlake Village, CA 91361

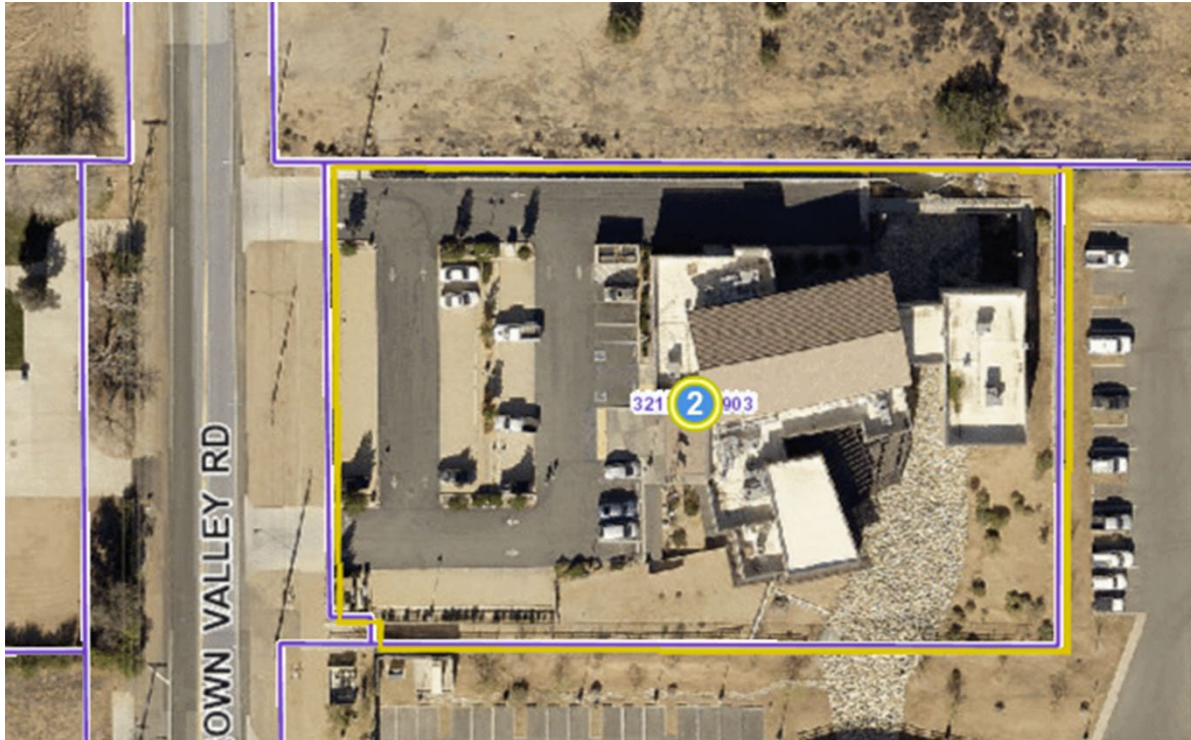


**AREA 6 MAP & SPECS**

**ACTON- AGUA DULCE LIBRARY**

**33792 CROWN VALLEY RD, ACTON, CA 93510**

Areas of responsibility are highlighted in Yellow.



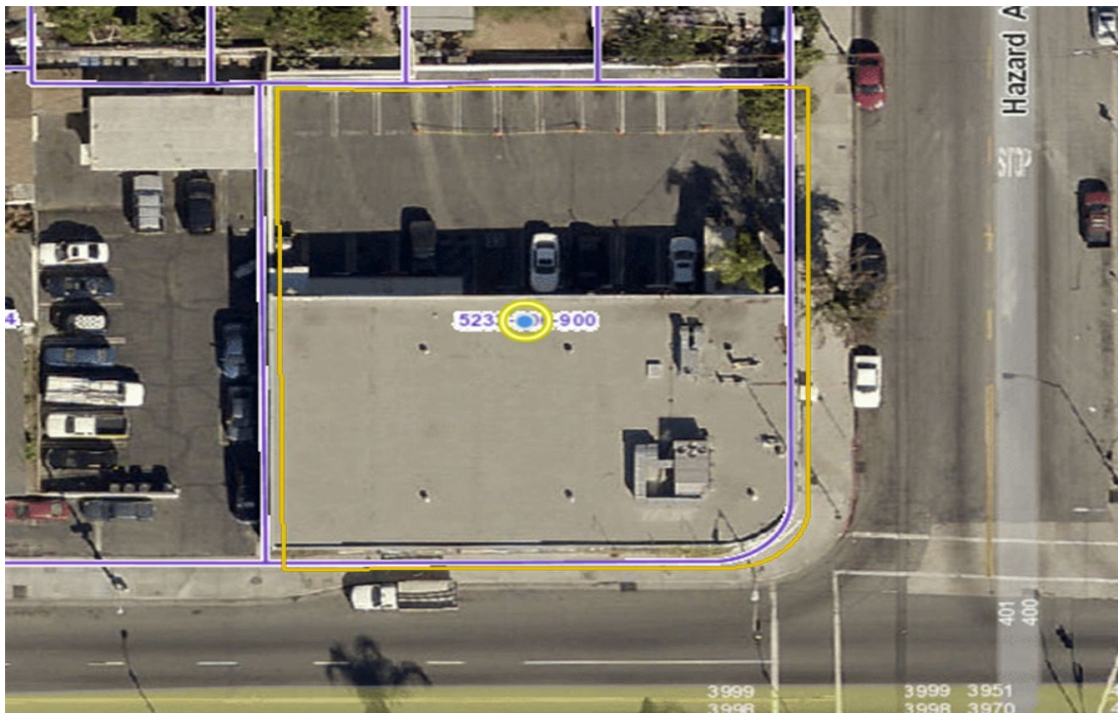


**AREA 6 MAP & SPECS**

**ANTHONY QUINN LIBRARY**

**3965 EAST CESAR E CHAVEZ AVENUE, LOS ANGELES, CA 90063**

Areas of responsibility are highlighted in Yellow.





## AREA 6 MAP & SPECS

### CHET HOLIFIELD

**1060 S GREENWOOD AVE, MONTEBELLO, CA 90640**

Areas of responsibility are highlighted in Yellow.



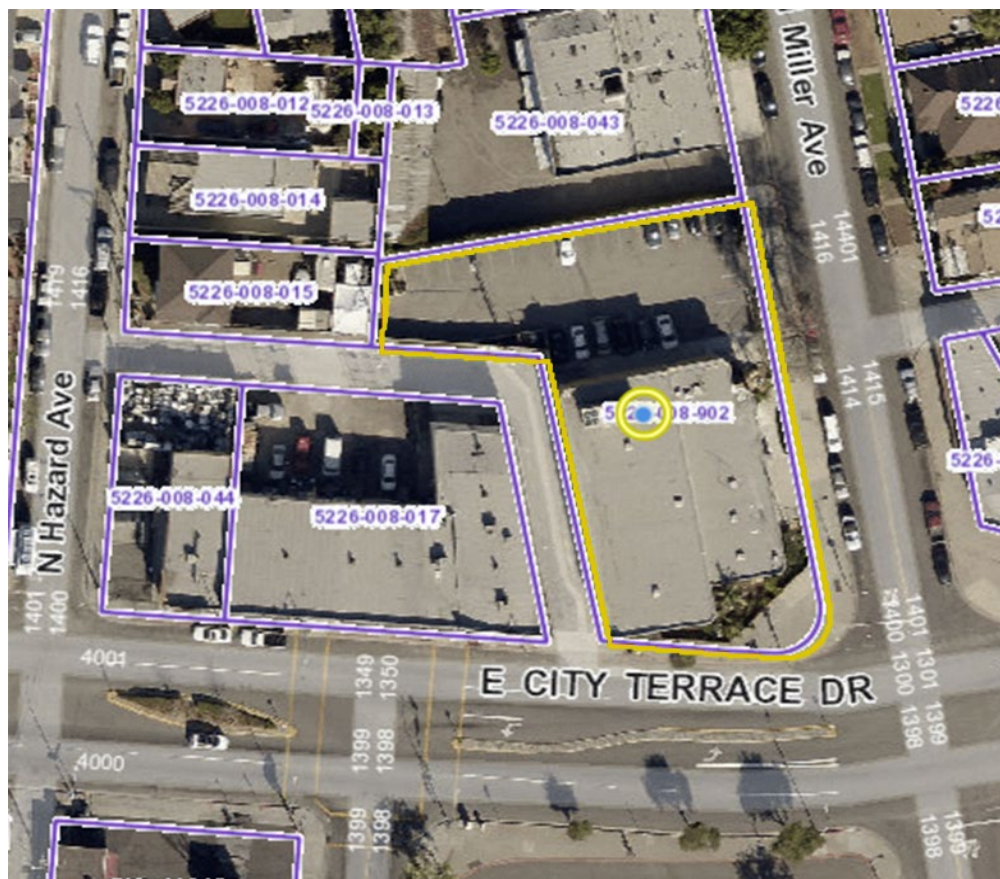


## AREA 6 MAP & SPECS

## CITY TERRACE LIBRARY

**4025 EAST CITY TERRACE DRIVE, LOS ANGELES, CA 90063**

Areas of responsibility are highlighted in Yellow.



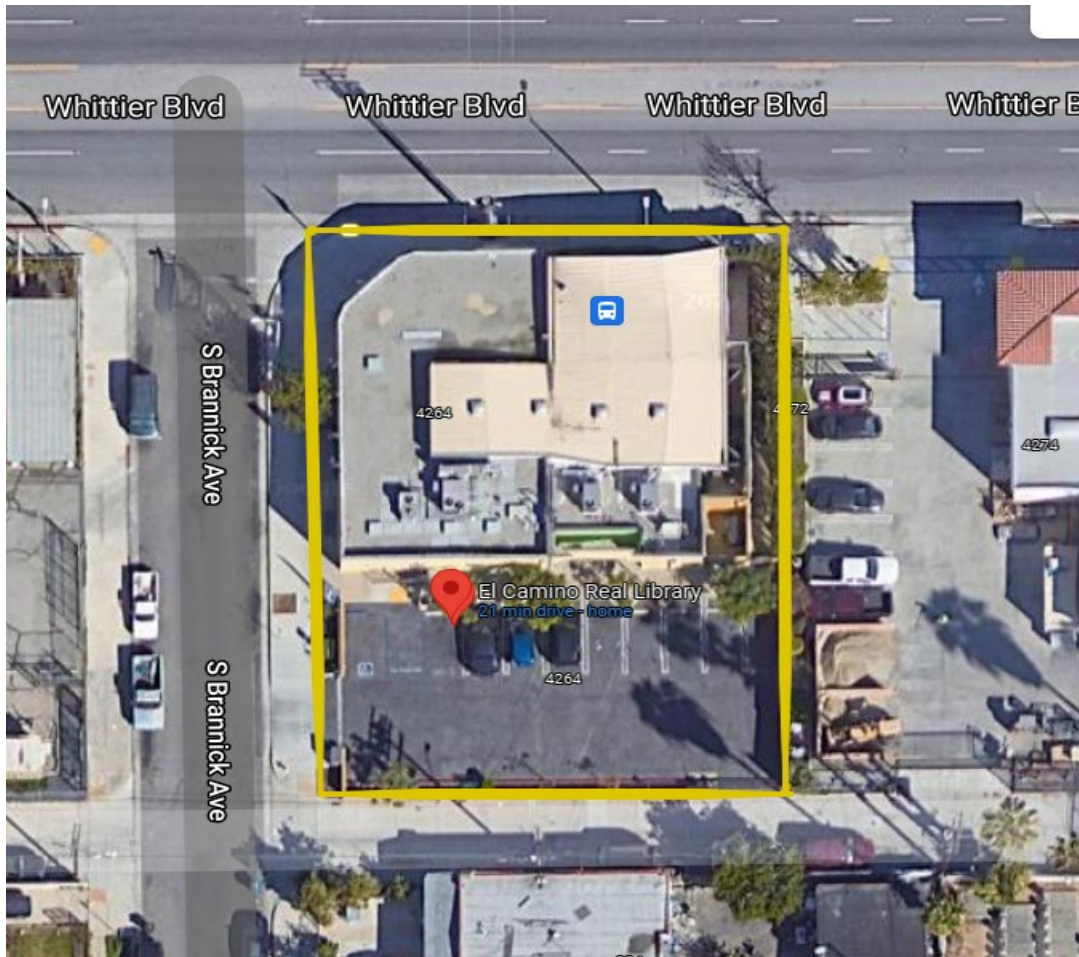


## AREA 6 MAP & SPECS

### EL CAMINO REAL LIBRARY

**4264 WHITTIER BLVD, LOS ANGELES, CA 90023**

Areas of responsibility are highlighted in Yellow.





**AREA 6 MAP & SPECS**

**EL MONTE LIBRARY  
3224 TYLER AVE, EL MONTE, CA 91731**

Areas of responsibility are highlighted in Yellow.





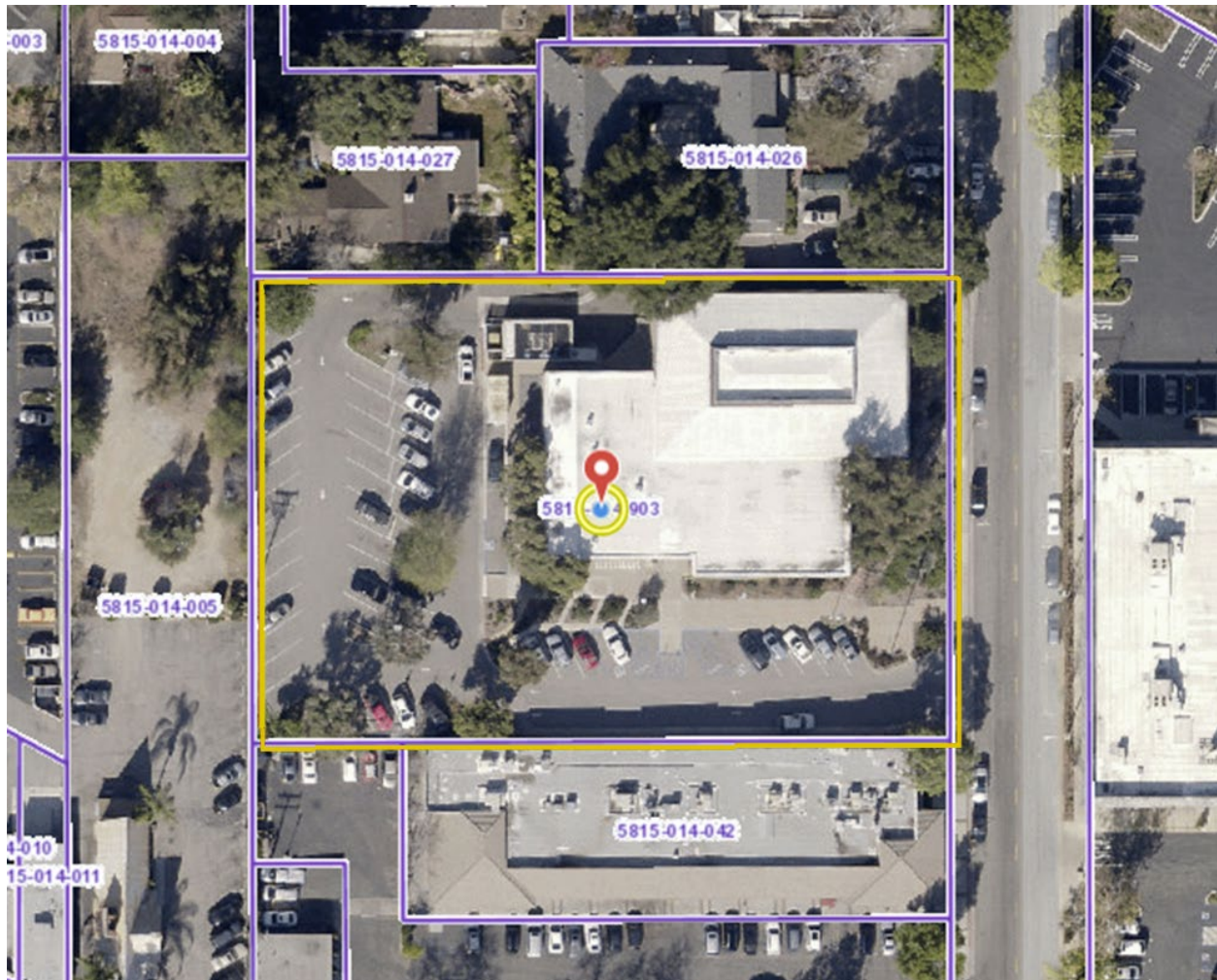
**AREA 6 MAP & SPECS**

**LA CANADA FLINTRIDGE LIBRARY**

**4545 NORTH OAKWOOD AVE.**

**LA CAÑADA FLINTRIDGE, CA 91011**

Areas of responsibility are highlighted in Yellow.



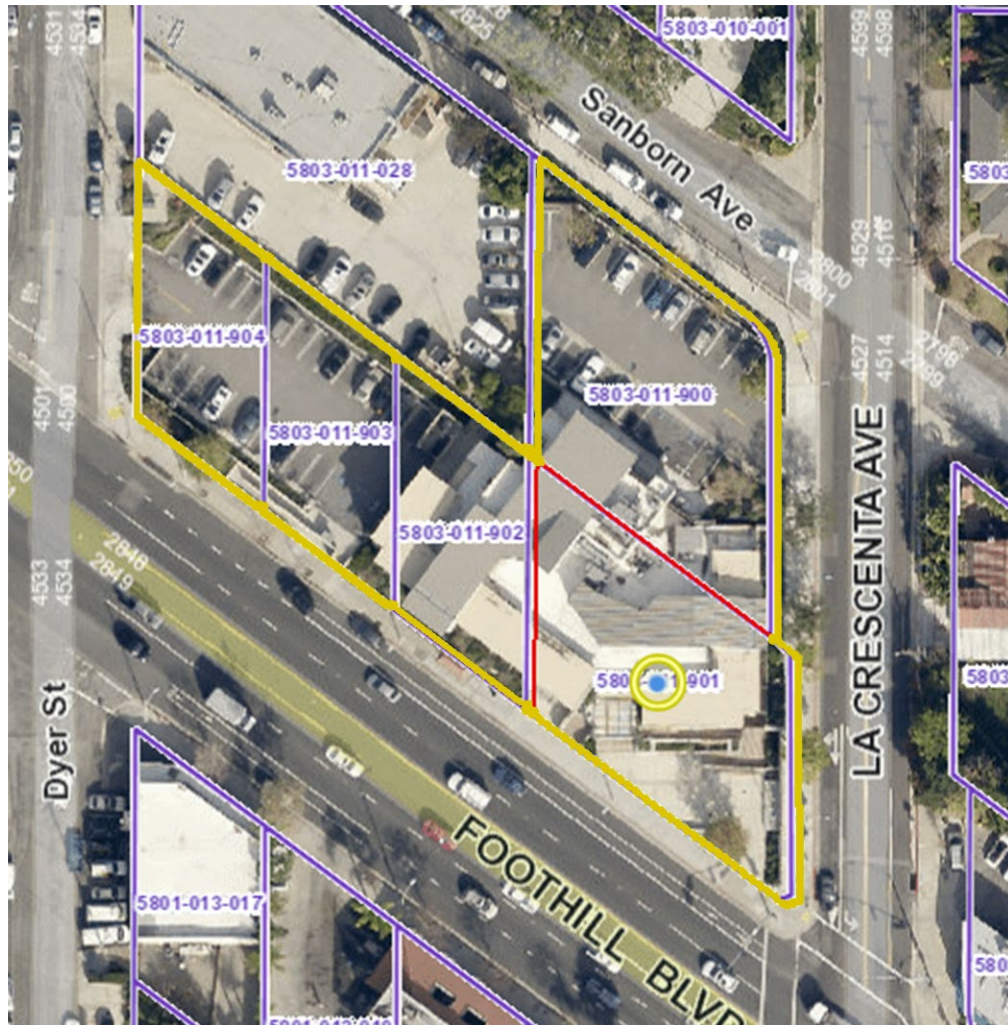


**AREA 6 MAP & SPECS**

**LA CRESCENTA LIBRARY**

**2809 FOOTHILL BLVD, GLENDALE, CA 91214**

Areas of responsibility are highlighted in Yellow.



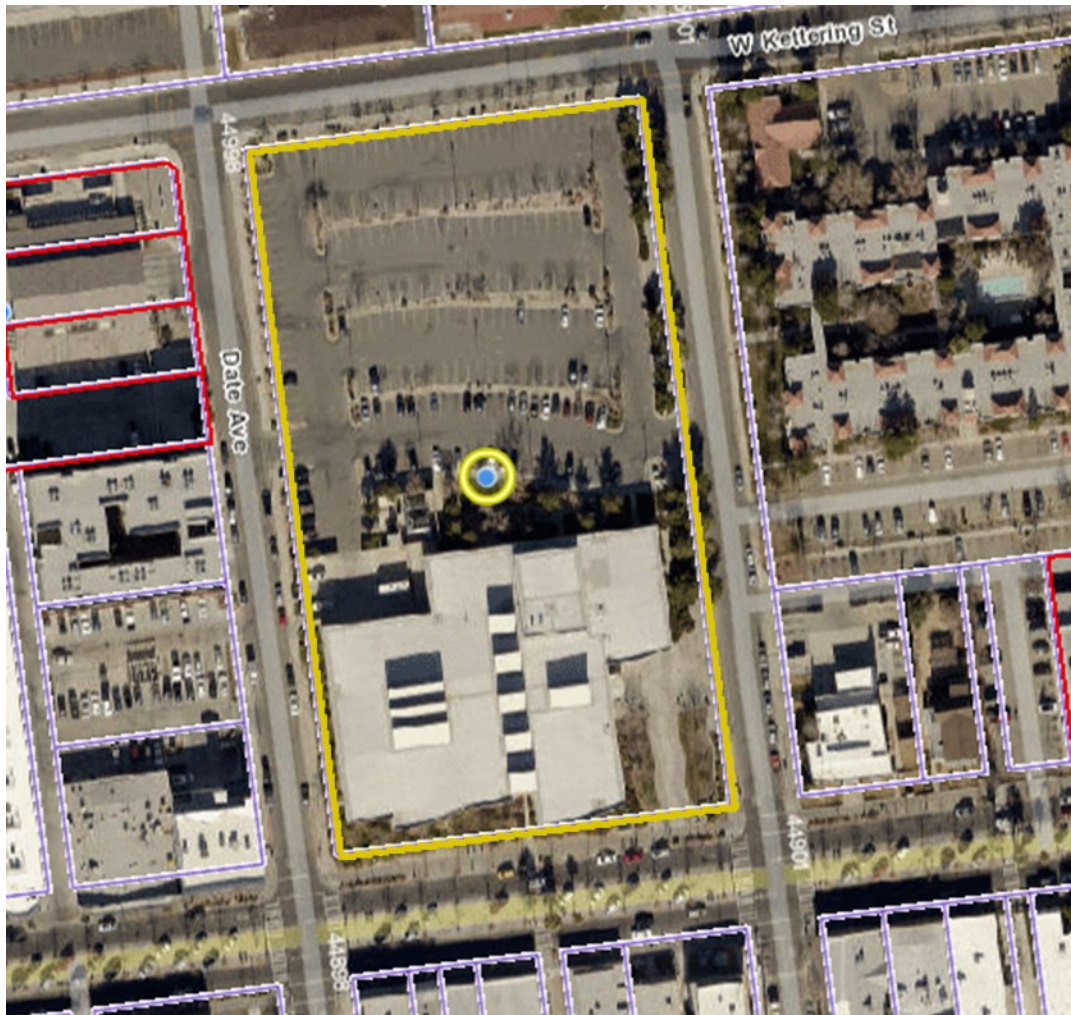


**AREA 6 MAP & SPECS**

**LANCASTER LIBRARY**

**601 W LANCASTER BLVD, LANCASTER, CA 93534**

Areas of responsibility are highlighted in Yellow.



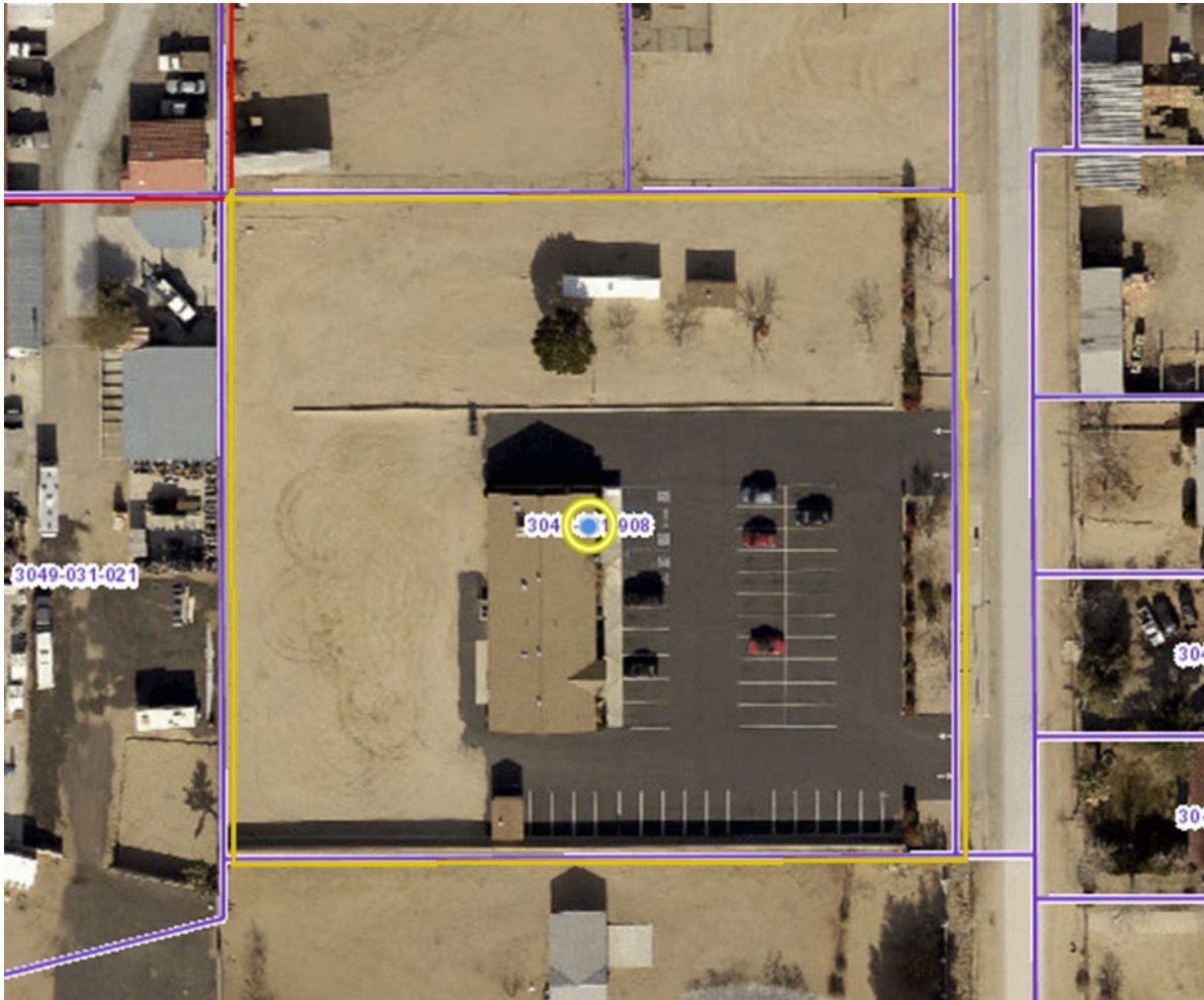


**AREA 6 MAP & SPECS**

**LITTLEROCK LIBRARY**

**35119 80TH ST E, LITTLEROCK, CA 93543**

Areas of responsibility are highlighted in Yellow.



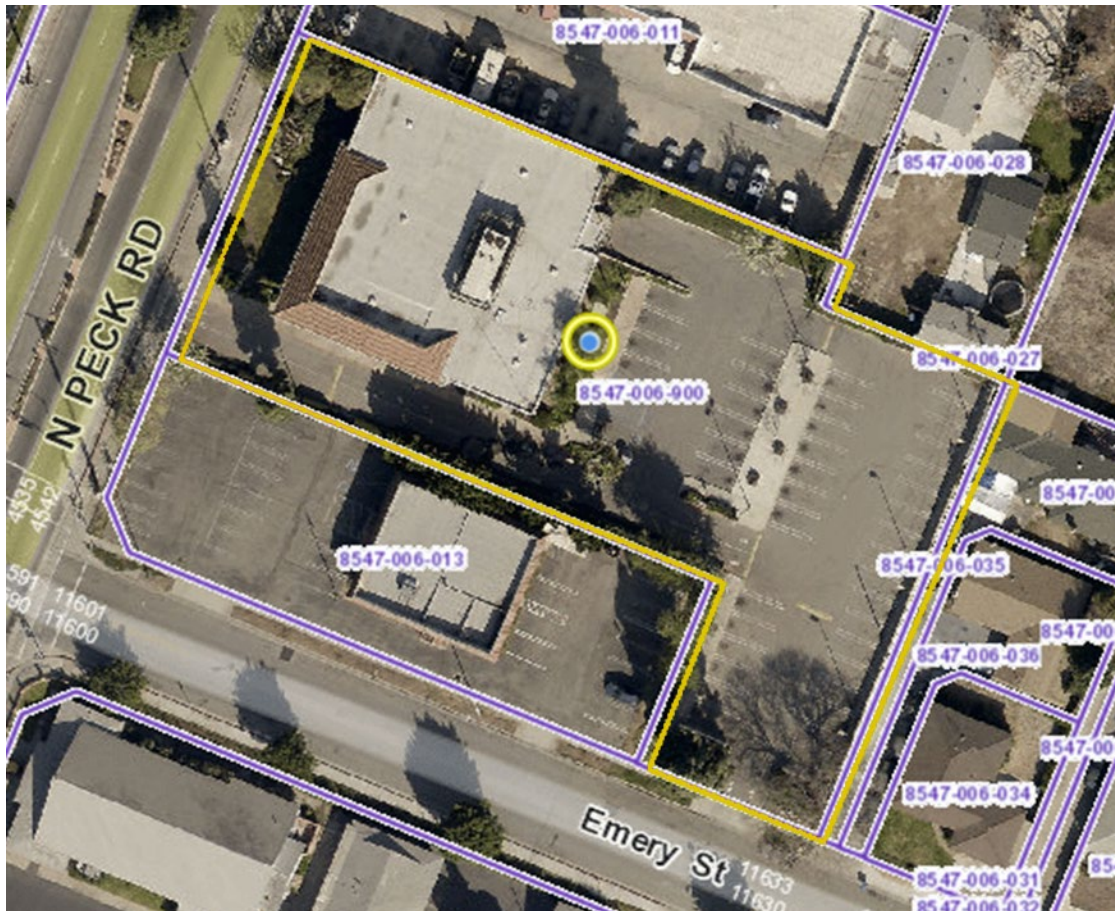


**AREA 6 MAP & SPECS**

**NORWOOD LIBRARY**

**4550 PECK RD., EL MONTE, CA 91732**

Areas of responsibility are highlighted in Yellow.





**AREA 6 MAP & SPECS**

**QUARTZ HILL LIBRARY**

**5040 W. AVE M 2, QUARTZ HILL, CA 93536**

Areas of responsibility are highlighted in Yellow.



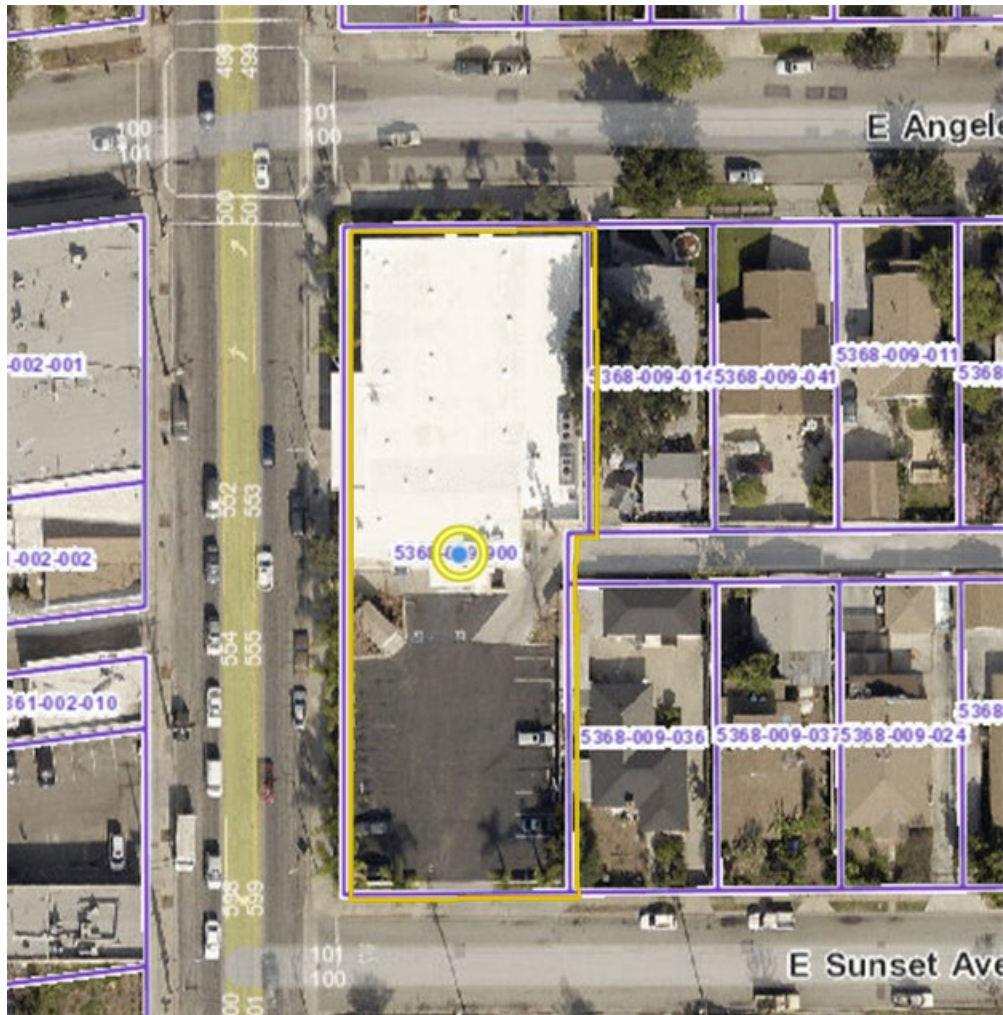


## AREA 6 MAP & SPECS

### SAN GABRIEL LIBRARY

500 S. DEL MAR AVE, SAN GABRIEL, CA 91776

Areas of responsibility are highlighted in Yellow.





**AREA 6 MAP & SPECS**

**SOUTH EL MONTE LIBRARY  
1430 NORTH, CENTRAL AVE,  
SOUTH EL MONTE, CA 91733**

Areas of responsibility are highlighted in Yellow.





**AREA 6 MAP & SPECS**

**TOPANGA CANYON LIBRARY  
122 N TOPANGA CANYON BLVD.  
TOPANGA, CA 90290**

Areas of responsibility are highlighted in Yellow.





LA COUNTY LIBRARY  
LANDSCAPE AND GROUNDS MAINTENANCE SERVICES**TREE TRIMMING CONFIRMATION FORM****-CONTRACTOR USE ONLY-**

PLEASE COMPLETE AND SUBMIT THE FORM TO COUNTY LIBRARY'S CONTRACT SERVICES UNIT

Library Name: \_\_\_\_\_ Date Completed: \_\_\_\_\_

No. of Trees trimmed: \_\_\_\_\_

No. of Trees **Not** trimmed: \_\_\_\_\_ Location of Trees: \_\_\_\_\_

\_\_\_\_\_

Explanation for not Trimming Trees: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Contractor: \_\_\_\_\_

Please **Email** completed form within 1 business day of completion to:Contract Services Unit  
[contractservices@library.lacounty.gov](mailto:contractservices@library.lacounty.gov)**CONTRACT STAFF USE ONLY**☐ Trimming Satisfactory    ☐ Trimming Unsatisfactory    ☐ Job Not Done

Date Inspected: \_\_\_\_\_ Inspected by: \_\_\_\_\_

Comments: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_☐ **COMPLETE**-Logged and Filed    ☐ Contractor Notified of unsatisfactory work    ☐ Follow-up (F/U Complete Date: \_\_\_\_\_)



# STATEMENT OF WORK

## EXHIBITS

### TABLE OF CONTENTS

#### EXHIBITS

1	CONTRACT DISCREPANCY REPORT
---	-----------------------------



Contractor Representative's Signature and Date \_\_\_\_\_



## **EXHIBIT B**

### **PRICING SCHEDULE**



## PRICING SCHEDULE

PAGE 1 OF 1

FACILITY: Aqua-Dulce library**STAFFING AND RATES**

Position Titles	Number of Staff Assigned	Hours of Service		Hourly Rate	
		hours per week	hours per month	Effective Upon Contract Award	Effective 1/1/2023
Supervisor:	1	1	1	25.00	26.00
Working Supervisor:	1	2	8	20.00	21.00
Grounds Maintenance Worker:	1	2	8	19.50	20.00
Other:	1			20.00	21.00

\*Effective January 1, 2020 the Living Wage rate will be adjusted based on the U.S. Department of Labor, Bureau of Labor Statistics' Consumer Price Index (CPI) for the Los Angeles-Riverside-Orange County Area for the 12-month period preceding July 1 of each year.

**COST**

In accordance with the Specific Work Requirements of the Statement of Work (SOW) and its frequencies, the Proposer is herewith submitting the following Pricing Schedule for the work to be performed at this facility.

TOTAL MAINTENANCE	Effective Upon Contract Award	Effective 01/01/2023
COST PER YEAR:	\$ 9,420.00	\$ 9,636.00

**ADDITIONAL SERVICES**

The Proposer is herewith submitting the following Pricing Schedule for **Specialty/Additional/As-Needed Services** work to be performed at this facility at the request of the County.

Service	Cost Per Request Upon Contract Award	Cost Per Request Effective 01/01/2023
<b>SAFETY CLEARANCE</b>		
♦ Trees	550.00	650.00
♦ Hedges / Shrubs	400.00	450.00
<b>RENOVATION / VERTICAL MOWING</b>	1650.00	1950.00
<b>TURF RE-SEEDING / RESTORATION OF BARE AREAS</b>	520.00	600.00
<b>DISEASE / INSECT CONTROL</b>		
♦ Turf	450.00	660.00
♦ Trees	2540.00	2750.00
♦ Shrubs / Ground Cover	820.00	950.00
<b>IRRIGATION</b>		
♦ Price Per Controller	1950.00	2010.00
♦ Price per Sprinkler Head		
♦ Price per Quick Coupler		

The following cost of 1,000 Square Feet (SF) includes labor and equipment with the wholesale cost of materials:

RE-SEEDING BASE AREAS/TURF:	Cost Per Request Upon Contract Award	Cost Per Request Effective 01/01/2023
Post Emergency or cultivation		
Initial Cost for first 1,000 SF:	250.00	300.00
Each Additional 1,000 SF:	250.00	300.00

**FLAT WEEKLY RATE**

To be added or deducted to the Annual Contractor's Fee when increasing or reducing days of service at this facility:

Cost Per Week Upon Contract Award	Cost Per Week Effective 01/01/2023
150.00	165.00



## PRICING SCHEDULE

PAGE 1 OF 1

FACILITY: Anthony Quinn library**STAFFING AND RATES**

Position Titles	Number of Staff Assigned	Hours of Service		Hourly Rate	
		hours per week	hours per month	Effective Upon Contract Award	Effective 1/1/2023
Supervisor:	1	1	1	25.00	26.00
Working Supervisor:	1	1	4	20.00	21.00
Grounds Maintenance Worker:	1	1	4	19.50	20.00
Other:	1			20.00	21.00

\*Effective January 1, 2020 the Living Wage rate will be adjusted based on the U.S. Department of Labor, Bureau of Labor Statistics' Consumer Price Index (CPI) for the Los Angeles-Riverside-Orange County Area for the 12-month period preceding July 1 of each year.

**COST**

In accordance with the Specific Work Requirements of the Statement of Work (SOW) and its frequencies, the Proposer is herewith submitting the following Pricing Schedule for the work to be performed at this facility.

TOTAL MAINTENANCE COST PER YEAR:	Effective Upon Contract Award	Effective 01/01/2023
	\$ 7,524.00	\$ 7,668.00

**ADDITIONAL SERVICES**

The Proposer is herewith submitting the following Pricing Schedule for **Specialty/Additional/As-Needed Services** work to be performed at this facility at the request of the County.

Service	Cost Per Request Upon Contract Award	Cost Per Request Effective 01/01/2023
<b>SAFETY CLEARANCE</b>		
♦ Trees	550.00	650.00
♦ Hedges / Shrubs	400.00	450.00
<b>RENOVATION / VERTICAL MOWING</b>	1650.00	1950.00
<b>TURF RE-SEEDING / RESTORATION OF BARE AREAS</b>	520.00	600.00
<b>DISEASE / INSECT CONTROL</b>		
♦ Turf	450.00	660.00
♦ Trees	2540.00	2750.00
♦ Shrubs / Ground Cover	820.00	950.00
<b>IRRIGATION</b>		
♦ Price Per Controller	1950.00	2010.00
♦ Price per Sprinkler Head		
♦ Price per Quick Coupler		

The following cost of 1,000 Square Feet (SF) includes labor and equipment with the wholesale cost of materials:

RE-SEEDING BASE AREAS/TURF: Post Emergency or cultivation	Cost Per Request Upon Contract Award	Cost Per Request Effective 01/01/2023
Initial Cost for first 1,000 SF:	250.00	300.00
Each Additional 1,000 SF:	250.00	300.00

**FLAT WEEKLY RATE**

To be added or deducted to the Annual Contractor's Fee when increasing or reducing days of service at this facility:

Cost Per Week Upon Contract Award	Cost Per Week Effective 01/01/2023
150.00	165.00



## PRICING SCHEDULE

PAGE 1 OF 1

FACILITY: Chet Holifield library**STAFFING AND RATES**

Position Titles	Number of Staff Assigned	Hours of Service		Hourly Rate	
		hours per week	hours per month	Effective Upon Contract Award	Effective 1/1/2023
Supervisor:	1	1	2	25.00	26.00
Working Supervisor:	1	1	4	20.00	21.00
Grounds Maintenance Worker:	1	1	4	19.50	20.00
Other:	1			20.00	21.00

\*Effective January 1, 2020 the Living Wage rate will be adjusted based on the U.S. Department of Labor, Bureau of Labor Statistics' Consumer Price Index (CPI) for the Los Angeles-Riverside-Orange County Area for the 12-month period preceding July 1 of each year.

**COST**

In accordance with the Specific Work Requirements of the Statement of Work (SOW) and its frequencies, the Proposer is herewith submitting the following Pricing Schedule for the work to be performed at this facility.

	Effective Upon Contract Award	Effective 01/01/2023
<b>TOTAL MAINTENANCE COST PER YEAR:</b>	\$ 7,824.00	\$ 7,980.00

**ADDITIONAL SERVICES**

The Proposer is herewith submitting the following Pricing Schedule for **Specialty/Additional/As-Needed Services** work to be performed at this facility at the request of the County.

Service	Cost Per Request Upon Contract Award	Cost Per Request Effective 01/01/2023
<b>SAFETY CLEARANCE</b>		
♦ Trees	550.00	650.00
♦ Hedges / Shrubs	400.00	450.00
<b>RENOVATION / VERTICAL MOWING</b>	1650.00	1950.00
<b>TURF RE-SEEDING / RESTORATION OF BARE AREAS</b>	520.00	600.00
<b>DISEASE / INSECT CONTROL</b>		
♦ Turf	450.00	660.00
♦ Trees	2540.00	2750.00
♦ Shrubs / Ground Cover	820.00	950.00
<b>IRRIGATION</b>		
♦ Price Per Controller	1950.00	2010.00
♦ Price per Sprinkler Head		
♦ Price per Quick Coupler		

The following cost of 1,000 Square Feet (SF) includes labor and equipment with the wholesale cost of materials:

RE-SEEDING BASE AREAS/TURF: Post Emergency or cultivation	Cost Per Request Upon Contract Award	Cost Per Request Effective 01/01/2023
Initial Cost for first 1,000 SF:	250.00	300.00
Each Additional 1,000 SF:	250.00	300.00

**FLAT WEEKLY RATE**

To be added or deducted to the Annual Contractor's Fee when increasing or reducing days of service at this facility:

Cost Per Week Upon Contract Award	Cost Per Week Effective 01/01/2023
150.00	165.00



## PRICING SCHEDULE

PAGE 1 OF 1

FACILITY: City Terrace library**STAFFING AND RATES**

Position Titles	Number of Staff Assigned	Hours of Service		Hourly Rate	
		hours per week	hours per month	Effective Upon Contract Award	Effective 1/1/2023
Supervisor:	1	1	1	25.00	26.00
Working Supervisor:	1	1	4	20.00	21.00
Grounds Maintenance Worker:	1	1	4	19.50	20.00
Other:	1			20.00	21.00

\*Effective January 1, 2020 the Living Wage rate will be adjusted based on the U.S. Department of Labor, Bureau of Labor Statistics' Consumer Price Index (CPI) for the Los Angeles-Riverside-Orange County Area for the 12-month period preceding July 1 of each year.

**COST**

In accordance with the Specific Work Requirements of the Statement of Work (SOW) and its frequencies, the Proposer is herewith submitting the following Pricing Schedule for the work to be performed at this facility.

TOTAL MAINTENANCE	Effective Upon Contract Award	Effective 01/01/2023
COST PER YEAR:	\$ 7,524.00	\$ 7,668.00

**ADDITIONAL SERVICES**

The Proposer is herewith submitting the following Pricing Schedule for **Specialty/Additional/As-Needed Services** work to be performed at this facility at the request of the County.

Service	Cost Per Request Upon Contract Award	Cost Per Request Effective 01/01/2023
<b>SAFETY CLEARANCE</b>		
♦ Trees	550.00	650.00
♦ Hedges / Shrubs	400.00	450.00
<b>RENOVATION / VERTICAL MOWING</b>	1650.00	1950.00
<b>TURF RE-SEEDING / RESTORATION OF BARE AREAS</b>	520.00	600.00
<b>DISEASE / INSECT CONTROL</b>		
♦ Turf	450.00	660.00
♦ Trees	2540.00	2750.00
♦ Shrubs / Ground Cover	820.00	950.00
<b>IRRIGATION</b>		
♦ Price Per Controller	1950.00	2010.00
♦ Price per Sprinkler Head		
♦ Price per Quick Coupler		

The following cost of 1,000 Square Feet (SF) includes labor and equipment with the wholesale cost of materials:

RE-SEEDING BASE AREAS/TURF:	Cost Per Request Upon Contract Award	Cost Per Request Effective 01/01/2023
Post Emergency or cultivation		
Initial Cost for first 1,000 SF:	250.00	300.00
Each Additional 1,000 SF:	250.00	300.00

**FLAT WEEKLY RATE**

To be added or deducted to the Annual Contractor's Fee when increasing or reducing days of service at this facility:

Cost Per Week Upon Contract Award	Cost Per Week Effective 01/01/2023
150.00	165.00



## PRICING SCHEDULE

PAGE 1 OF 1

FACILITY:

El Camino Real library**STAFFING AND RATES**

Position Titles	Number of Staff Assigned	Hours of Service		Hourly Rate	
		hours per week	hours per month	Effective Upon Contract Award	Effective 1/1/2023
Supervisor:	1	1	1	25.00	26.00
Working Supervisor:	1	1	4	20.00	21.00
Grounds Maintenance Worker:	1	1	4	19.50	20.00
Other:	1			20.00	21.00

\*Effective January 1, 2020 the Living Wage rate will be adjusted based on the U.S. Department of Labor, Bureau of Labor Statistics' Consumer Price Index (CPI) for the Los Angeles-Riverside-Orange County Area for the 12-month period preceding July 1 of each year.

**COST**

In accordance with the Specific Work Requirements of the Statement of Work (SOW) and its frequencies, the Proposer is herewith submitting the following Pricing Schedule for the work to be performed at this facility.

TOTAL MAINTENANCE	Effective Upon Contract Award	Effective 01/01/2023
COST PER YEAR:	\$ 7,524.00.00	\$ 7,668.00

**ADDITIONAL SERVICES**

The Proposer is herewith submitting the following Pricing Schedule for **Specialty/Additional/As-Needed Services** work to be performed at this facility at the request of the County.

Service	Cost Per Request Upon Contract Award	Cost Per Request Effective 01/01/2023
<b>SAFETY CLEARANCE</b>		
♦ Trees	550.00	650.00
♦ Hedges / Shrubs	400.00	450.00
<b>RENOVATION / VERTICAL MOWING</b>	1650.00	1950.00
<b>TURF RE-SEEDING / RESTORATION OF BARE AREAS</b>	520.00	600.00
<b>DISEASE / INSECT CONTROL</b>		
♦ Turf	450.00	660.00
♦ Trees	2540.00	2750.00
♦ Shrubs / Ground Cover	820.00	950.00
<b>IRRIGATION</b>		
♦ Price Per Controller	1950.00	2010.00
♦ Price per Sprinkler Head		
♦ Price per Quick Coupler		

The following cost of 1,000 Square Feet (SF) includes labor and equipment with the wholesale cost of materials:

RE-SEEDING BASE AREAS/TURF:	Cost Per Request Upon Contract Award	Cost Per Request Effective 01/01/2023
Post Emergency or cultivation		
Initial Cost for first 1,000 SF:	250.00	300.00
Each Additional 1,000 SF:	250.00	300.00

**FLAT WEEKLY RATE**

To be added or deducted to the Annual Contractor's Fee when increasing or reducing days of service at this facility:

Cost Per Week Upon Contract Award	Cost Per Week Effective 01/01/2023
150.00	165.00



## PRICING SCHEDULE

PAGE 1 OF 1

FACILITY: El Monte library**STAFFING AND RATES**

Position Titles	Number of Staff Assigned	Hours of Service		Hourly Rate	
		hours per week	hours per month	Effective Upon Contract Award	Effective 1/1/2023
Supervisor:	1	1	1	25.00	26.00
Working Supervisor:	1	1	4	20.00	21.00
Grounds Maintenance Worker:	1	1	4	19.50	20.00
Other:	1			20.00	21.00

\*Effective January 1, 2020 the Living Wage rate will be adjusted based on the U.S. Department of Labor, Bureau of Labor Statistics' Consumer Price Index (CPI) for the Los Angeles-Riverside-Orange County Area for the 12-month period preceding July 1 of each year.

**COST**

In accordance with the Specific Work Requirements of the Statement of Work (SOW) and its frequencies, the Proposer is herewith submitting the following Pricing Schedule for the work to be performed at this facility.

TOTAL MAINTENANCE	Effective Upon Contract Award	Effective 01/01/2023
COST PER YEAR:	\$ 7,524.00.00	\$ 7,668.00

**ADDITIONAL SERVICES**

The Proposer is herewith submitting the following Pricing Schedule for **Specialty/Additional/As-Needed Services** work to be performed at this facility at the request of the County.

Service	Cost Per Request Upon Contract Award	Cost Per Request Effective 01/01/2023
<b>SAFETY CLEARANCE</b>		
♦ Trees	550.00	650.00
♦ Hedges / Shrubs	400.00	450.00
<b>RENOVATION / VERTICAL MOWING</b>	1650.00	1950.00
<b>TURF RE-SEEDING / RESTORATION OF BARE AREAS</b>	520.00	600.00
<b>DISEASE / INSECT CONTROL</b>		
♦ Turf	450.00	660.00
♦ Trees	2540.00	2750.00
♦ Shrubs / Ground Cover	820.00	950.00
<b>IRRIGATION</b>		
♦ Price Per Controller	1950.00	2010.00
♦ Price per Sprinkler Head		
♦ Price per Quick Coupler		

The following cost of 1,000 Square Feet (SF) includes labor and equipment with the wholesale cost of materials:

RE-SEEDING BASE AREAS/TURF:	Cost Per Request Upon Contract Award	Cost Per Request Effective 01/01/2023
Post Emergency or cultivation		
Initial Cost for first 1,000 SF:	250.00	300.00
Each Additional 1,000 SF:	250.00	300.00

**FLAT WEEKLY RATE**

To be added or deducted to the Annual Contractor's Fee when increasing or reducing days of service at this facility:

Cost Per Week Upon Contract Award	Cost Per Week Effective 01/01/2023
150.00	165.00



## PRICING SCHEDULE

PAGE 1 OF 1

FACILITY: La Canada library**STAFFING AND RATES**

Position Titles	Number of Staff Assigned	Hours of Service		Hourly Rate	
		hours per week	hours per month	Effective Upon Contract Award	Effective 1/1/2023
Supervisor:	1	1	1	25.00	26.00
Working Supervisor:	1	2	8	20.00	21.00
Grounds Maintenance Worker:	1	2	8	19.50	20.00
Other:	1			20.00	21.00

\*Effective January 1, 2020 the Living Wage rate will be adjusted based on the U.S. Department of Labor, Bureau of Labor Statistics' Consumer Price Index (CPI) for the Los Angeles-Riverside-Orange County Area for the 12-month period preceding July 1 of each year.

**COST**

In accordance with the Specific Work Requirements of the Statement of Work (SOW) and its frequencies, the Proposer is herewith submitting the following Pricing Schedule for the work to be performed at this facility.

TOTAL MAINTENANCE	Effective Upon Contract Award	Effective 01/01/2023
COST PER YEAR:	\$ 9,420.00	\$ 9,636.00

**ADDITIONAL SERVICES**

The Proposer is herewith submitting the following Pricing Schedule for **Specialty/Additional/As-Needed Services** work to be performed at this facility at the request of the County.

Service	Cost Per Request Upon Contract Award	Cost Per Request Effective 01/01/2023
<b>SAFETY CLEARANCE</b>		
♦ Trees	550.00	650.00
♦ Hedges / Shrubs	400.00	450.00
<b>RENOVATION / VERTICAL MOWING</b>	1650.00	1950.00
<b>TURF RE-SEEDING / RESTORATION OF BARE AREAS</b>	520.00	600.00
<b>DISEASE / INSECT CONTROL</b>		
♦ Turf	450.00	660.00
♦ Trees	2540.00	2750.00
♦ Shrubs / Ground Cover	820.00	950.00
<b>IRRIGATION</b>		
♦ Price Per Controller	1950.00	2010.00
♦ Price per Sprinkler Head		
♦ Price per Quick Coupler		

The following cost of 1,000 Square Feet (SF) includes labor and equipment with the wholesale cost of materials:

RE-SEEDING BASE AREAS/TURF: Post Emergency or cultivation	Cost Per Request Upon Contract Award	Cost Per Request Effective 01/01/2023
Initial Cost for first 1,000 SF:	250.00	300.00
Each Additional 1,000 SF:	250.00	300.00

**FLAT WEEKLY RATE**

To be added or deducted to the Annual Contractor's Fee when increasing or reducing days of service at this facility:

Cost Per Week Upon Contract Award	Cost Per Week Effective 01/01/2023
150.00	165.00



## PRICING SCHEDULE

PAGE 1 OF 1

FACILITY:

La Crescenta library**STAFFING AND RATES**

Position Titles	Number of Staff Assigned	Hours of Service		Hourly Rate	
		hours per week	hours per month	Effective Upon Contract Award	Effective 1/1/2023
Supervisor:	1	1	1	25.00	26.00
Working Supervisor:	1	2	8	20.00	21.00
Grounds Maintenance Worker:	1	2	8	19.50	20.00
Other:	1			20.00	21.00

\*Effective January 1, 2020 the Living Wage rate will be adjusted based on the U.S. Department of Labor, Bureau of Labor Statistics' Consumer Price Index (CPI) for the Los Angeles-Riverside-Orange County Area for the 12-month period preceding July 1 of each year.

**COST**

In accordance with the Specific Work Requirements of the Statement of Work (SOW) and its frequencies, the Proposer is herewith submitting the following Pricing Schedule for the work to be performed at this facility.

TOTAL MAINTENANCE COST PER YEAR:	Effective Upon Contract Award	Effective 01/01/2023
	\$ 9,888.00	\$ 10,128.00

**ADDITIONAL SERVICES**

The Proposer is herewith submitting the following Pricing Schedule for **Specialty/Additional/As-Needed Services** work to be performed at this facility at the request of the County.

Service	Cost Per Request Upon Contract Award	Cost Per Request Effective 01/01/2023
<b>SAFETY CLEARANCE</b>		
♦ Trees	550.00	650.00
♦ Hedges / Shrubs	400.00	450.00
<b>RENOVATION / VERTICAL MOWING</b>	1650.00	1950.00
<b>TURF RE-SEEDING / RESTORATION OF BARE AREAS</b>	520.00	600.00
<b>DISEASE / INSECT CONTROL</b>		
♦ Turf	450.00	660.00
♦ Trees	2540.00	2750.00
♦ Shrubs / Ground Cover	820.00	950.00
<b>IRRIGATION</b>		
♦ Price Per Controller	1950.00	2010.00
♦ Price per Sprinkler Head		
♦ Price per Quick Coupler		

The following cost of 1,000 Square Feet (SF) includes labor and equipment with the wholesale cost of materials:

RE-SEEDING BASE AREAS/TURF: Post Emergency or cultivation	Cost Per Request Upon Contract Award	Cost Per Request Effective 01/01/2023
Initial Cost for first 1,000 SF:	250.00	300.00
Each Additional 1,000 SF:	250.00	300.00

**FLAT WEEKLY RATE**

To be added or deducted to the Annual Contractor's Fee when increasing or reducing days of service at this facility:

Cost Per Week Upon Contract Award	Cost Per Week Effective 01/01/2023
150.00	165.00



## PRICING SCHEDULE

PAGE 1 OF 1

FACILITY: Lancaster library**STAFFING AND RATES**

Position Titles	Number of Staff Assigned	Hours of Service		Hourly Rate	
		hours per week	hours per month	Effective Upon Contract Award	Effective 1/1/2023
Supervisor:	1	1	2	25.00	26.00
Working Supervisor:	1	3	12	20.00	21.00
Grounds Maintenance Worker:	1	3	12	19.50	20.00
Other:	1		2	20.00	21.00

\*Effective January 1, 2020 the Living Wage rate will be adjusted based on the U.S. Department of Labor, Bureau of Labor Statistics' Consumer Price Index (CPI) for the Los Angeles-Riverside-Orange County Area for the 12-month period preceding July 1 of each year.

**COST**

In accordance with the Specific Work Requirements of the Statement of Work (SOW) and its frequencies, the Proposer is herewith submitting the following Pricing Schedule for the work to be performed at this facility.

TOTAL MAINTENANCE	Effective Upon Contract Award	Effective 01/01/2023
COST PER YEAR:	\$ 11,616.00	\$ 11,916.00

**ADDITIONAL SERVICES**

The Proposer is herewith submitting the following Pricing Schedule for **Specialty/Additional/As-Needed Services** work to be performed at this facility at the request of the County.

Service	Cost Per Request Upon Contract Award	Cost Per Request Effective 01/01/2023
<b>SAFETY CLEARANCE</b>		
♦ Trees	550.00	650.00
♦ Hedges / Shrubs	400.00	450.00
<b>RENOVATION / VERTICAL MOWING</b>	1650.00	1950.00
<b>TURF RE-SEEDING / RESTORATION OF BARE AREAS</b>	520.00	600.00
<b>DISEASE / INSECT CONTROL</b>		
♦ Turf	450.00	660.00
♦ Trees	2540.00	2750.00
♦ Shrubs / Ground Cover	820.00	950.00
<b>IRRIGATION</b>		
♦ Price Per Controller	1950.00	2010.00
♦ Price per Sprinkler Head		
♦ Price per Quick Coupler		

The following cost of 1,000 Square Feet (SF) includes labor and equipment with the wholesale cost of materials:

RE-SEEDING BASE AREAS/TURF:	Cost Per Request Upon Contract Award	Cost Per Request Effective 01/01/2023
Post Emergency or cultivation		
Initial Cost for first 1,000 SF:	250.00	30 000
Each Additional 1,000 SF:	250.00	300.00

**FLAT WEEKLY RATE**

To be added or deducted to the Annual Contractor's Fee when increasing or reducing days of service at this facility:

Cost Per Week Upon Contract Award	Cost Per Week Effective 01/01/2023
150.00	165.00



## PRICING SCHEDULE

PAGE 1 OF 1

FACILITY: Little Rock Library**STAFFING AND RATES**

Position Titles	Number of Staff Assigned	Hours of Service		Hourly Rate	
		hours per week	hours per month	Effective Upon Contract Award	Effective 1/1/2023
Supervisor:	1	1	1	25.00	26.00
Working Supervisor:	1	2	8	20.00	21.00
Grounds Maintenance Worker:	1	2	8	19.50	20.00
Other:	1			20.00	21.00

\*Effective January 1, 2020 the Living Wage rate will be adjusted based on the U.S. Department of Labor, Bureau of Labor Statistics' Consumer Price Index (CPI) for the Los Angeles-Riverside-Orange County Area for the 12-month period preceding July 1 of each year.

**COST**

In accordance with the Specific Work Requirements of the Statement of Work (SOW) and its frequencies, the Proposer is herewith submitting the following Pricing Schedule for the work to be performed at this facility.

TOTAL MAINTENANCE	Effective Upon Contract Award	Effective 01/01/2023
COST PER YEAR:	\$ 9,420.00	\$ 9,636.00

**ADDITIONAL SERVICES**

The Proposer is herewith submitting the following Pricing Schedule for **Specialty/Additional/As-Needed Services** work to be performed at this facility at the request of the County.

Service	Cost Per Request Upon Contract Award	Cost Per Request Effective 01/01/2023
<b>SAFETY CLEARANCE</b>		
♦ Trees	550.00	650.00
♦ Hedges / Shrubs	400.00	450.00
<b>RENOVATION / VERTICAL MOWING</b>	1650.00	1950.00
<b>TURF RE-SEEDING / RESTORATION OF BARE AREAS</b>	520.00	600.00
<b>DISEASE / INSECT CONTROL</b>		
♦ Turf	450.00	660.00
♦ Trees	2540.00	2750.00
♦ Shrubs / Ground Cover	820.00	950.00
<b>IRRIGATION</b>		
♦ Price Per Controller	1950.00	2010.00
♦ Price per Sprinkler Head		
♦ Price per Quick Coupler		

The following cost of 1,000 Square Feet (SF) includes labor and equipment with the wholesale cost of materials:

RE-SEEDING BASE AREAS/TURF:	Cost Per Request Upon Contract Award	Cost Per Request Effective 01/01/2023
Post Emergency or cultivation		
Initial Cost for first 1,000 SF:	250.00	300.00
Each Additional 1,000 SF:	250.00	300.00

**FLAT WEEKLY RATE**

To be added or deducted to the Annual Contractor's Fee when increasing or reducing days of service at this facility:

Cost Per Week Upon Contract Award	Cost Per Week Effective 01/01/2023
150.00	165.00



## PRICING SCHEDULE

PAGE 1 OF 1

FACILITY:

Norwood library**STAFFING AND RATES**

Position Titles	Number of Staff Assigned	Hours of Service		Hourly Rate	
		hours per week	hours per month	Effective Upon Contract Award	Effective 1/1/2023
Supervisor:	1	1	2	25.00	26.00
Working Supervisor:	1	3	12	20.00	21.00
Grounds Maintenance Worker:	1	3	12	19.50	20.00
Other:	1			20.00	21.00

\*Effective January 1, 2020 the Living Wage rate will be adjusted based on the U.S. Department of Labor, Bureau of Labor Statistics' Consumer Price Index (CPI) for the Los Angeles-Riverside-Orange County Area for the 12-month period preceding July 1 of each year.

**COST**

In accordance with the Specific Work Requirements of the Statement of Work (SOW) and its frequencies, the Proposer is herewith submitting the following Pricing Schedule for the work to be performed at this facility.

TOTAL MAINTENANCE	Effective Upon Contract Award	Effective 01/01/2023
COST PER YEAR:	\$ 11,616.00	\$ 11,916.00

**ADDITIONAL SERVICES**

The Proposer is herewith submitting the following Pricing Schedule for **Specialty/Additional/As-Needed Services** work to be performed at this facility at the request of the County.

Service	Cost Per Request Upon Contract Award	Cost Per Request Effective 01/01/2023
<b>SAFETY CLEARANCE</b>		
♦ Trees	550.00	650.00
♦ Hedges / Shrubs	400.00	450.00
<b>RENOVATION / VERTICAL MOWING</b>	1650.00	1950.00
<b>TURF RE-SEEDING / RESTORATION OF BARE AREAS</b>	520.00	600.00
<b>DISEASE / INSECT CONTROL</b>		
♦ Turf	450.00	660.00
♦ Trees	2540.00	2750.00
♦ Shrubs / Ground Cover	820.00	950.00
<b>IRRIGATION</b>		
♦ Price Per Controller	1950.00	2010.00
♦ Price per Sprinkler Head		
♦ Price per Quick Coupler		

The following cost of 1,000 Square Feet (SF) includes labor and equipment with the wholesale cost of materials:

RE-SEEDING BASE AREAS/TURF:	Cost Per Request Upon Contract Award	Cost Per Request Effective 01/01/2023
Post Emergency or cultivation		
Initial Cost for first 1,000 SF:	250.00	300.00
Each Additional 1,000 SF:	250.00	300.00

**FLAT WEEKLY RATE**

To be added or deducted to the Annual Contractor's Fee when increasing or reducing days of service at this facility:

Cost Per Week Upon Contract Award	Cost Per Week Effective 01/01/2023
150.00	165.00



## PRICING SCHEDULE

PAGE 1 OF 1

FACILITY: Quartz Hill library**STAFFING AND RATES**

Position Titles	Number of Staff Assigned	Hours of Service		Hourly Rate	
		hours per week	hours per month	Effective Upon Contract Award	Effective 1/1/2023
Supervisor:	1	2	8	25.00	26.00
Working Supervisor:	1	4	19	20.00	21.00
Grounds Maintenance Worker:	1	4	19	19.50	20.00
Other:	1		6	20.00	21.00

\*Effective January 1, 2020 the Living Wage rate will be adjusted based on the U.S. Department of Labor, Bureau of Labor Statistics' Consumer Price Index (CPI) for the Los Angeles-Riverside-Orange County Area for the 12-month period preceding July 1 of each year.

**COST**

In accordance with the Specific Work Requirements of the Statement of Work (SOW) and its frequencies, the Proposer is herewith submitting the following Pricing Schedule for the work to be performed at this facility.

TOTAL MAINTENANCE COST PER YEAR:	Effective Upon Contract Award	Effective 01/01/2023
	\$ 17,688.00	\$ 18,336.00

**ADDITIONAL SERVICES**

The Proposer is herewith submitting the following Pricing Schedule for **Specialty/Additional/As-Needed Services** work to be performed at this facility at the request of the County.

Service	Cost Per Request Upon Contract Award	Cost Per Request Effective 01/01/2023
<b>SAFETY CLEARANCE</b>		
♦ Trees	550.00	650.00
♦ Hedges / Shrubs	400.00	450.00
<b>RENOVATION / VERTICAL MOWING</b>	1650.00	1950.00
<b>TURF RE-SEEDING / RESTORATION OF BARE AREAS</b>	520.00	600.00
<b>DISEASE / INSECT CONTROL</b>		
♦ Turf	450.00	660.00
♦ Trees	2540.00	2750.00
♦ Shrubs / Ground Cover	820.00	950.00
<b>IRRIGATION</b>		
♦ Price Per Controller	1950.00	2010.00
♦ Price per Sprinkler Head		
♦ Price per Quick Coupler		

The following cost of 1,000 Square Feet (SF) includes labor and equipment with the wholesale cost of materials:

RE-SEEDING BASE AREAS/TURF: Post Emergency or cultivation	Cost Per Request Upon Contract Award	Cost Per Request Effective 01/01/2023
Initial Cost for first 1,000 SF:	250.00	300.00
Each Additional 1,000 SF:	250.00	300.00

**FLAT WEEKLY RATE**

To be added or deducted to the Annual Contractor's Fee when increasing or reducing days of service at this facility:

Cost Per Week Upon Contract Award	Cost Per Week Effective 01/01/2023
150.00	165.00



## PRICING SCHEDULE

PAGE 1 OF 1

FACILITY:

San Gabriel library**STAFFING AND RATES**

Position Titles	Number of Staff Assigned	Hours of Service		Hourly Rate	
		hours per week	hours per month	Effective Upon Contract Award	Effective 1/1/2023
Supervisor:	1	1	1	25.00	26.00
Working Supervisor:	1	2	8	20.00	21.00
Grounds Maintenance Worker:	1	2	8	19.50	20.00
Other:	1			20.00	21.00

\*Effective January 1, 2020 the Living Wage rate will be adjusted based on the U.S. Department of Labor, Bureau of Labor Statistics' Consumer Price Index (CPI) for the Los Angeles-Riverside-Orange County Area for the 12-month period preceding July 1 of each year.

**COST**

In accordance with the Specific Work Requirements of the Statement of Work (SOW) and its frequencies, the Proposer is herewith submitting the following Pricing Schedule for the work to be performed at this facility.

TOTAL MAINTENANCE	Effective Upon Contract Award	Effective 01/01/2023
COST PER YEAR:	\$ 9,420.00	\$ 9,636.00

**ADDITIONAL SERVICES**

The Proposer is herewith submitting the following Pricing Schedule for **Specialty/Additional/As-Needed Services** work to be performed at this facility at the request of the County.

Service	Cost Per Request Upon Contract Award	Cost Per Request Effective 01/01/2023
<b>SAFETY CLEARANCE</b>		
♦ Trees	550.00	650.00
♦ Hedges / Shrubs	400.00	450.00
<b>RENOVATION / VERTICAL MOWING</b>	1650.00	1950.00
<b>TURF RE-SEEDING / RESTORATION OF BARE AREAS</b>	520.00	600.00
<b>DISEASE / INSECT CONTROL</b>		
♦ Turf	450.00	660.00
♦ Trees	2540.00	2750.00
♦ Shrubs / Ground Cover	820.00	950.00
<b>IRRIGATION</b>		
♦ Price Per Controller	1950.00	2010.00
♦ Price per Sprinkler Head		
♦ Price per Quick Coupler		

The following cost of 1,000 Square Feet (SF) includes labor and equipment with the wholesale cost of materials:

RE-SEEDING BASE AREAS/TURF:	Cost Per Request Upon Contract Award	Cost Per Request Effective 01/01/2023
Post Emergency or cultivation		
Initial Cost for first 1,000 SF:	250.00	300.00
Each Additional 1,000 SF:	250.00	300.00

**FLAT WEEKLY RATE**

To be added or deducted to the Annual Contractor's Fee when increasing or reducing days of service at this facility:

Cost Per Week Upon Contract Award	Cost Per Week Effective 01/01/2023
150.00	165.00



## PRICING SCHEDULE

PAGE 1 OF 1

FACILITY: South El Monte library**STAFFING AND RATES**

Position Titles	Number of Staff Assigned	Hours of Service		Hourly Rate	
		hours per week	hours per month	Effective Upon Contract Award	Effective 1/1/2023
Supervisor:	1	1	2	25.00	26.00
Working Supervisor:	1	3	12	20.00	21.00
Grounds Maintenance Worker:	1	3	12	19.50	20.00
Other:	1			20.00	21.00

\*Effective January 1, 2020 the Living Wage rate will be adjusted based on the U.S. Department of Labor, Bureau of Labor Statistics' Consumer Price Index (CPI) for the Los Angeles-Riverside-Orange County Area for the 12-month period preceding July 1 of each year.

**COST**

In accordance with the Specific Work Requirements of the Statement of Work (SOW) and its frequencies, the Proposer is herewith submitting the following Pricing Schedule for the work to be performed at this facility.

TOTAL MAINTENANCE	Effective Upon Contract Award	Effective 01/01/2023
COST PER YEAR:	\$ 11,616.00	\$ 11,916.00

**ADDITIONAL SERVICES**

The Proposer is herewith submitting the following Pricing Schedule for Specialty/Additional/As-Needed Services work to be performed at this facility at the request of the County.

Service	Cost Per Request Upon Contract Award	Cost Per Request Effective 01/01/2023
<b>SAFETY CLEARANCE</b>		
♦ Trees	550.00	650.00
♦ Hedges / Shrubs	400.00	450.00
<b>RENOVATION / VERTICAL MOWING</b>	1650.00	1950.00
<b>TURF RE-SEEDING / RESTORATION OF BARE AREAS</b>	520.00	600.00
<b>DISEASE / INSECT CONTROL</b>		
♦ Turf	450.00	660.00
♦ Trees	2540.00	2750.00
♦ Shrubs / Ground Cover	820.00	950.00
<b>IRRIGATION</b>		
♦ Price Per Controller	1950.00	2010.00
♦ Price per Sprinkler Head		
♦ Price per Quick Coupler		

The following cost of 1,000 Square Feet (SF) includes labor and equipment with the wholesale cost of materials:

RE-SEEDING BASE AREAS/TURF; Post Emergency or cultivation	Cost Per Request Upon Contract Award	Cost Per Request Effective 01/01/2023
Initial Cost for first 1,000 SF:	250.00	300.00
Each Additional 1,000 SF:	250.00	300.00

**FLAT WEEKLY RATE**

To be added or deducted to the Annual Contractor's Fee when increasing or reducing days of service at this facility:

Cost Per Week Upon Contract Award	Cost Per Week Effective 01/01/2023
150.00	165.00



## PRICING SCHEDULE

PAGE 1 OF 1

FACILITY: Topanga Canyon library**STAFFING AND RATES**

Position Titles	Number of Staff Assigned	Hours of Service		Hourly Rate	
		hours per week	hours per month	Effective Upon Contract Award	Effective 1/1/2023
Supervisor:	1	1	2	25.00	26.00
Working Supervisor:	1	2	8	20.00	21.00
Grounds Maintenance Worker:	1	2	8	19.50	20.00
Other:	1			20.00	21.00

\*Effective January 1, 2020 the Living Wage rate will be adjusted based on the U.S. Department of Labor, Bureau of Labor Statistics' Consumer Price Index (CPI) for the Los Angeles-Riverside-Orange County Area for the 12-month period preceding July 1 of each year.

**COST**

In accordance with the Specific Work Requirements of the Statement of Work (SOW) and its frequencies, the Proposer is herewith submitting the following Pricing Schedule for the work to be performed at this facility.

TOTAL MAINTENANCE	Effective Upon Contract Award	Effective 01/01/2023
COST PER YEAR:	\$ 10,188.00	\$ 10,440.00

**ADDITIONAL SERVICES**

The Proposer is herewith submitting the following Pricing Schedule for **Specialty/Additional/As-Needed Services** work to be performed at this facility at the request of the County.

Service	Cost Per Request Upon Contract Award	Cost Per Request Effective 01/01/2023
<b>SAFETY CLEARANCE</b>		
♦ Trees	550.00	650.00
♦ Hedges / Shrubs	400.00	450.00
<b>RENOVATION / VERTICAL MOWING</b>	1650.00	1950.00
<b>TURF RE-SEEDING / RESTORATION OF BARE AREAS</b>	520.00	600.00
<b>DISEASE / INSECT CONTROL</b>		
♦ Turf	450.00	660.00
♦ Trees	2540.00	2750.00
♦ Shrubs / Ground Cover	820.00	950.00
<b>IRRIGATION</b>		
♦ Price Per Controller	1950.00	2010.00
♦ Price per Sprinkler Head		
♦ Price per Quick Coupler		

The following cost of 1,000 Square Feet (SF) includes labor and equipment with the wholesale cost of materials:

RE-SEEDING BASE AREAS/TURF:	Cost Per Request Upon Contract Award	Cost Per Request Effective 01/01/2023
Post Emergency or cultivation		
Initial Cost for first 1,000 SF:	250.00	300.00
Each Additional 1,000 SF:	250.00	300.00

**FLAT WEEKLY RATE**

To be added or deducted to the Annual Contractor's Fee when increasing or reducing days of service at this facility:

Cost Per Week Upon Contract Award	Cost Per Week Effective 01/01/2023
150.00	165.00



## **EXHIBIT C**

### **CONTRACTOR'S PROPOSED SCHEDULE**



## CONTRACTOR'S PROPOSED SCHEDULE

### HONORABLE BOARD OF SUPERVISORS

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

Dear Supervisors:

The undersigned offers to provide all labor and supplies necessary for the provision of landscape and grounds maintenance services at the LA County Library's Landscape and Grounds Maintenance Area 6 as identified in the attached specifications.

Said work shall be done for the period prescribed and in the manner set forth in said specifications, and compensation therefore shall be computed under the formula provided therein based upon the hereinafter proposal price. I agree that if my proposal is accepted by the County Board of Supervisors, I will commence County Library services on 15 days' notice.

I agree to provide the specified services at the LA County Library in accordance with the attached specifications for the following submitted compensation which shall apply to weekdays, weekend, holiday, overtime, and extra personnel coverage.

### STANDARD SERVICE PROPOSALS

#### MONTHLY CONTRACTOR FEE FOR AREA 6:

UPON CONTRACT AWARD: \$ 12,351.00 per month (use figures)

EFFECTIVE 01/01/2023: \$ 12,654.00 per month (use figures)

#### ANNUAL CONTRACTOR FEE FOR AREA 6:

UPON CONTRACT AWARD: \$ 148,212.00 per year (use figures)

EFFECTIVE 01/01/2023: \$ 151,848.00 per year (use figures)



Make up of staff assigned to service libraries in this Area 6:

**FULL TIME EMPLOYEES:**

		<u>Upon Contract Award</u>	<u>Effective 01/01/2023</u>
Number of supervisors:	<u>1</u>	Hourly Wage: <u>25.00</u>	Hourly Wage: <u>26.00</u>
Number of working supervisors:	<u>1</u>	Hourly Wage: <u>20.00</u>	Hourly Wage: <u>21.00</u>
Number of grounds workers:	<u>1</u>	Hourly Wage: <u>19.50</u>	Hourly Wage: <u>20.00</u>
Other: ( <u>plumber</u> ):	<u>1</u>	Hourly Wage: <u>20.00</u>	Hourly Wage: <u>21.00</u>

**SPECIALTY CREWS:**

		<u>Upon Contract Award</u>	<u>Effective 01/01/2023</u>
Number of plumbers:	<u>1</u>	Hourly Wage: <u>35.00</u>	Hourly Wage: <u>40.00</u>
Number of tree trimmers:	<u>1</u>	Hourly Wage: <u>35.00</u>	Hourly Wage: <u>40.00</u>
Number of irrigation specialists:	<u>          </u>	Hourly Wage: <u>          </u>	Hourly Wage: <u>          </u>
Other: ( <u>                    </u> ):	<u>          </u>	Hourly Wage: <u>          </u>	Hourly Wage: <u>          </u>

Respectfully submitted,

By: 

President

5-15-2022

Title

Date

Sepco Earthscape, Inc.

Firm or Corporation Name

List name(s) of all joint ventures, partners, subcontractors or others having any right or interest in this contract or the proceeds thereof.



**CONTRACTOR'S EEO CERTIFICATION**

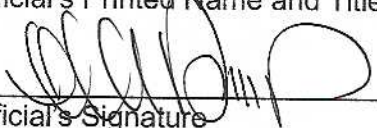
Sepeco Earthscape, Inc.  
Contractor Name  
P.O.Box 5640, Santa Monica, CA 90409  
Address  
95-4712699  
Internal Revenue Service Employer Identification Number

**GENERAL CERTIFICATION**

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

**CONTRACTOR'S SPECIFIC CERTIFICATIONS**

1. The Contractor has a written policy statement prohibiting discrimination in all phases of employment. Yes ☒ No ☐
2. The Contractor periodically conducts a self analysis or utilization analysis of its work force. Yes ☒ No ☐
3. The Contractor has a system for determining if its employment practices are discriminatory against protected groups. Yes ☒ No ☐
4. Where problem areas are identified in employment practices, the Contractor has a system for taking reasonable corrective action, to include establishment of goals or timetables. Yes ☒ No ☐

Sepehr Raafat, president  
Authorized Official's Printed Name and Title  
  
Authorized Official's Signature  
5-15-22  
Date



**COUNTY'S ADMINISTRATION**

CONTRACT NO. \_\_\_\_\_

**COUNTY PROJECT DIRECTOR:**

Name: Elsa Munoz  
Title: Head, Support Services  
Address: 7400 E. Imperial Hwy., Room 206  
Downey, CA 90242  
Telephone: 562.940.8450 Facsimile: \_\_\_\_\_  
E-Mail Address: [emunoz@library.lacounty.gov](mailto:emunoz@library.lacounty.gov)

**COUNTY PROJECT MANAGER:**

Name: Gilbert A. Garcia  
Title: Contract Services Coordinator  
Address: 7400 E. Imperial Hwy., Room 206  
Downey, CA 90242  
Telephone: 562.459.6780 Facsimile: \_\_\_\_\_  
E-Mail Address: [ggarcia@library.lacounty.gov](mailto:ggarcia@library.lacounty.gov)

**COUNTY CONTRACT PROJECT MONITORS:**

Address: 7400 E. Imperial Hwy., Room 206  
Downey, CA 90242

Sevak Khatchadorian      562.459.6783      [skhatchadorian@library.lacounty.gov](mailto:skhatchadorian@library.lacounty.gov)

Liticia Isunza      562.459.6770      [lisunza@library.lacounty.gov](mailto:lisunza@library.lacounty.gov)

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**CONTRACTOR'S ADMINISTRATION****CONTRACTOR'S NAME:** Sepco Earthscape, Inc.**CONTRACT NO:** \_\_\_\_\_**CONTRACTOR'S PROJECT MANAGER:** \_\_\_\_\_

Name: Sepehr Raafat  
Title: president  
Address: 1204 Pearl Street  
Santa Monica, CA 90405  
Telephone: 310-345-7245  
Facsimile: 310-399-1493  
E-Mail Address: sepcoearthscape@aol.com

**CONTRACTOR'S AUTHORIZED OFFICIAL(S)**

Name: Sepehr Raafat  
Title: president and CFO  
Address: 1204 Pearl Street  
Santa Monica, CA 90405  
Telephone: 310-345-7245  
Facsimile: 310-399-1493  
E-Mail Address: sepcoearthscape@aol.com

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

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

Name: Same as above  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Telephone: \_\_\_\_\_  
Facsimile: \_\_\_\_\_  
E-Mail Address: \_\_\_\_\_



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

### **COVID-19 COMPLIANCE**

G COVID-19 VACCINATION CERTIFICATION OF COMPLIANCE

### **NON-IT CONTRACTS**

G1 CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT



**COVID-19 Vaccination Certification of Compliance**  
**Urgency Ordinance, County Code Title 2 – Administration, Division 4 – Miscellaneous –**  
**Chapter 2.212 (COVID-19 Vaccinations of County Contractor Personnel)**

I, Sepehr Raafat, on behalf of Sepco Earthscape, Inc., (the  
"Contractor"), certify that on County Contract \_\_\_\_\_ [ENTER  
CONTRACT NUMBER AND NAME]:

X All Contractor Personnel\* on this Contract are fully vaccinated as required by the  
Ordinance.

\_\_\_\_ Most Contractor Personnel\* on this Contract are fully vaccinated as required by the  
Ordinance. The Contractor or its employer of record, has granted a valid medical or religious  
exemption to the below identified Contractor Personnel. Contractor will certify weekly that the  
following unvaccinated Contractor Personnel have tested negative within 72 hours of starting their  
work week under the County Contract, unless the contracting County department requires  
otherwise. The Contractor Personnel who have been granted a valid medical or religious  
exemption are [LIST ALL CONTRACTOR PERSONNEL]:

\*Contractor Personnel includes subcontractors.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
I have authority to bind the Contractor, and have reviewed the requirements above and  
further certify that I will comply with said requirements.

Signature

5-15-2022

Date

\_\_\_\_\_  
president

Title

Sepco Earthscape, Inc.

Company/Contractor Name



**CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT**

CONTRACTOR NAME Sepco Earthscape, Inc. Contract No. \_\_\_\_\_

**GENERAL INFORMATION:**

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

**CONTRACTOR ACKNOWLEDGEMENT:**

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

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

**CONFIDENTIALITY AGREEMENT:**

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

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

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

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

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

SIGNATURE: \_\_\_\_\_

DATE: 05/15/2022

PRINTED NAME: \_\_\_\_\_

Sepehr Raafat

POSITION: \_\_\_\_\_

president



Title 2 ADMINISTRATION  
Chapter 2.203.010 through 2.203.090  
CONTRACTOR EMPLOYEE JURY SERVICE

**2.203.010 Findings.**

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

**2.203.020 Definitions.**

The following definitions shall be applicable to this chapter:

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



Title 2 ADMINISTRATION  
Chapter 2.203.010 through 2.203.090  
CONTRACTOR EMPLOYEE JURY SERVICE

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

**2.203.030 Applicability.**

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

**2.203.040 Contractor Jury Service Policy.**

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

**2.203.050 Other Provisions.**

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

**2.203.060 Enforcement and Remedies.**

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

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



Title 2 ADMINISTRATION  
Chapter 2.203.010 through 2.203.090  
CONTRACTOR EMPLOYEE JURY SERVICE

**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)

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## **SAFELY SURRENDERED BABY LAW**



# *Safely* Surrendered



No shame. No blame. No names.

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

[www.babysafela.org](http://www.babysafela.org)





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

www.babysafela.org

# Safely Surrendered Baby Law

## What is the Safely Surrendered Baby Law?

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

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

## How does it work?

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

## What if a parent wants the baby back?

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

## Can only a parent bring in the baby?

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

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

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

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

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

## What happens to the baby?

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

## What happens to the parent or surrendering adult?

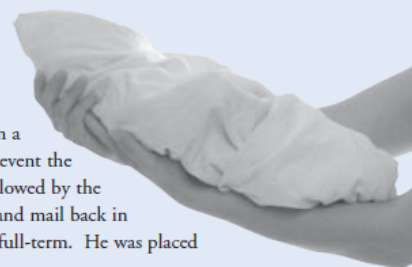
Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

## Why is California doing this?

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

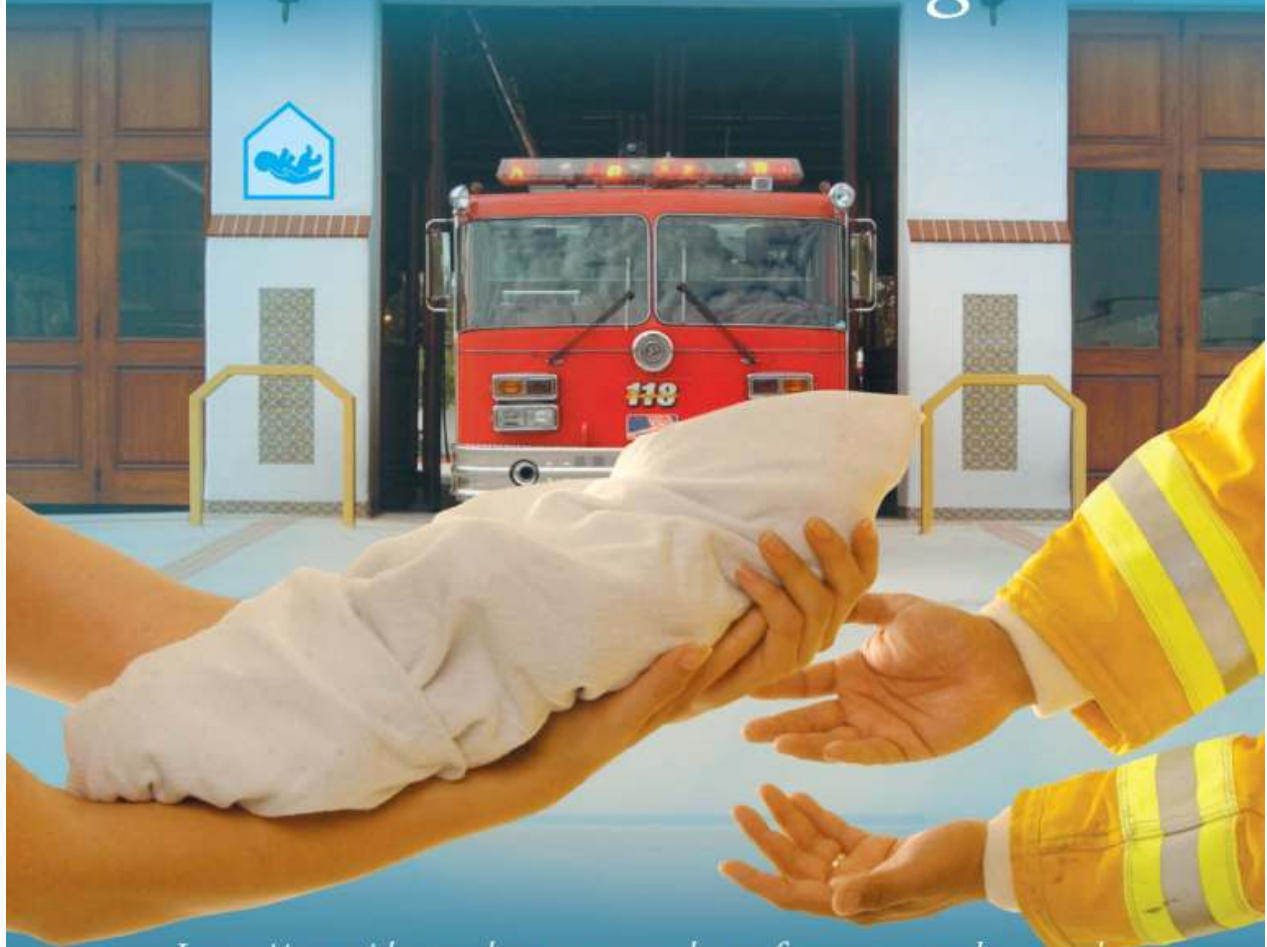
## A baby's story

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





# *Ley de* Entrega de Bebés *Sin Peligro*



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

Sin pena. Sin culpa. Sin nombres.

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

[www.babysafela.org](http://www.babysafela.org)





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

www.babysafela.org

# Ley de Entrega de Bebés Sin Peligro

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

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

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

## ¿Cómo funciona?

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

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

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

## ¿Sólo los padres podrán llevar al recién nacido?

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

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

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

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

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

## ¿Qué pasará con el bebé?

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

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

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

## ¿Por qué se está haciendo esto en California?

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

## Historia de un bebé

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





Title 2 ADMINISTRATION  
Chapter 2.201 LIVING WAGE PROGRAM

**Chapter 2.201 - LIVING WAGE PROGRAM**

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

**Sections:****2.201.010 - Findings.**

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

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

**2.201.020 - Definitions.**

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

- A. "County" includes the County of Los Angeles, any County officer or body, any County department head, and any County employee authorized to enter into a Proposition A contract or a cafeteria services contract with an employer.
- B. "Employee" means any individual who is an employee of an employer under the laws of California, and who is providing full- or part-time services to an employer, some or all of which are provided to the County of Los Angeles under a Proposition A contract, or under a cafeteria services contract at a County of Los Angeles owned or leased facility.
- C. "Employer" means:
  - 1. An individual or entity who has a contract with the County:
    - a. For services which is required to be more economical or feasible under Section 44.7 of the Charter of the County of Los Angeles, and is not listed as an excluded contract in Section 2.121.250 B of the Los Angeles County Code, referred to in this Chapter as a "Proposition A contract," or
    - b. For cafeteria services, referred to in this Chapter as a "cafeteria services contract," and



Title 2 ADMINISTRATION  
Chapter 2.201 LIVING WAGE PROGRAM

- c. Who has received or will receive an aggregate sum of \$25,000.00 or more in any 12 month period under one or more Proposition A contracts and/or one or more cafeteria services contracts; or
- 2. An individual or entity that enters into a subcontract with an employer, as defined in subsection C1 and who employs employees to provide services under the employer's contract with the County.
- D. "Full time" means a minimum 40 hours worked per week, or a lesser number of hours, if the lesser number is a recognized industry standard and is approved as such by the Chief Executive Officer, but in no event less than 35 hours worked per week.
- E. "Part time" means less than 40 hours worked per week, unless a lesser number is a recognized industry standard and is approved as such by the Chief Executive Officer.
- F. "Proposition A contract" means a contract governed by Title 2, Section 2.121.250 et seq., of this code, entitled Contracting with Private Business.

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

### **2.201.030 - Prospective effect.**

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

(Ord. 99-0048 § 1 (part), 1999.)

### **2.201.040 - Payment of living wage.**

- A. Employers shall pay employees a living wage for their services provided to the County of no less than the hourly rate set under this Chapter or in Title 8—Consumer Protection, Business and Wage Regulations, commencing with Section 8.100.010, whichever is higher. The rate shall be as follows:
  - 1. On March 1, 2016, and thereafter the rate shall be \$13.25 per hour;
  - 2. On January 1, 2017, and thereafter the rate shall be \$14.25 per hour;
  - 3. On January 1, 2018, and thereafter the rate shall be \$15.00 per hour;
  - 4. On January 1, 2019, and thereafter the rate shall be \$ 15.79 per hour;
  - 5. Beginning January 1, 2020, and thereafter the living wage rate shall increase annually based on the average Consumer Price Index for Urban Wage Earners and Clerical Works (CPI-W) for the Los Angeles metropolitan area (Los Angeles-Riverside-Orange County, CA), which is published by the Bureau of Labor Statistics of the United States Department of Labor.
- B. The Board of Supervisors may, from time to time, adjust the amounts specified in subsection A of this Section, above for future contracts. Any adjustments to the living wage rate specified in subsection A that are adopted by the Board of Supervisors shall be applicable to Proposition A contracts and cafeteria services contracts and their amendments.

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

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Title 2 ADMINISTRATION  
Chapter 2.201 LIVING WAGE PROGRAM

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

**2.201.050 - Other provisions.**

- A. Full Time Employees. An employer shall assign and use full time employees to provide services under a Proposition A contract or a cafeteria services contract, unless the employer can demonstrate to the County the necessity to use non-full time employees based on staffing efficiency or the County requirements of an individual job.
- B. Neutrality in Labor Relations. An employer shall not use any consideration received under a Proposition A contract or a cafeteria services contract to hinder, or to further, organization of, or collective bargaining activities by or on behalf of an employer's employees, except that this restriction shall not apply to any expenditure made in the course of good faith collective bargaining, or to any expenditure pursuant to obligations incurred under a bona fide collective bargaining agreement, or which would otherwise be permitted under the provisions of the National Labor Relations Act.
- C. Administration. The Chief Executive Officer and the Internal Services Department shall be responsible for the administration of this chapter. The Chief Executive Officer and the Internal Services Department may, with the advice of County Counsel, issue interpretations of the provisions of this chapter. The Chief Executive Officer in conjunction with the Internal Services Department shall issue written instructions on the implementation and ongoing administration of this Chapter. Such instructions may provide for the delegation of functions to other County departments.
- D. Compliance Certification. An employer shall, during the term of a Proposition A contract, or a cafeteria services contract, report for each employee and certify the hours worked, wages paid, and provide other information deemed relevant to the enforcement of this Chapter by the County. Such reports shall be made at the times and in the manner set forth in instructions issued by the Chief Executive Officer in conjunction with the Internal Services Department. The Internal Services Department in conjunction with the Chief Executive Officer shall report annually to the Board of Supervisors on contractor compliance with the provisions of this Chapter.
- E. Contractor Standards. An employer shall demonstrate during the procurement process and for the duration of a Proposition A contract or a cafeteria services contract a history of business stability, integrity in employee relations, and the financial ability to pay a living wage.

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

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Title 2 ADMINISTRATION  
Chapter 2.201 LIVING WAGE PROGRAM

**2.201.060 - Employer retaliation prohibited.**

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

(Ord. 99-0048 § 1 (part), 1999.)

**2.201.070 - Employee retention rights.**

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

- A. A "retention employee" is an employee of a predecessor employer:
  - 1. Who is not an exempt employee under the minimum wage and maximum hour exemptions defined in the federal Fair Labor Standards Act;
  - 2. Who has been employed by an employer under a predecessor Proposition A contract or a predecessor cafeteria services contract for at least six months prior to the date of a new contract; and
  - 3. Who is or will be terminated from his or her employment as a result of the county entering into a new contract.
- B. Subsequent employers shall offer employment to all retention employees who are qualified for such jobs.
- C. A subsequent employer is not required to hire a retention employee who:
  - 1. Has been convicted of a crime related to the job or his or her job performance; or
  - 2. Fails to meet any other county requirement for employees of a contractor.
- D. A subsequent employer may not terminate a retention employee for the first 90 days of employment under a new contract, except for cause. Thereafter a subsequent employer may retain a retention employee on the same terms and conditions as the subsequent employer's other employees.

(Ord. 99-0048 § 1 (part), 1999.)

**2.201.080 - Enforcement and remedies.**

For violation of any of the provisions of this chapter:

- A. An employee may bring an action in the courts of the state of California for damages caused by an employer's violation of this chapter.
  - B. The county department head responsible for administering a Proposition A contract or a cafeteria services contract may do one or more of the following in accordance with such instructions as may be issued by the chief administrative officer:
    - 1. Assess liquidated damages as provided in the contract; and/or
-



Title 2 ADMINISTRATION  
Chapter 2.201 LIVING WAGE PROGRAM

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

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

**2.201.090 - Exceptions.**

- A. Other Laws. This Chapter shall not be interpreted or applied to any employer or to any employee in a manner inconsistent with United States or California laws.
- B. Collective Bargaining Agreements. Any provision of this Chapter shall be superseded by a collective bargaining agreement that expressly so provides.

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

**2.201.100 - Severability.**

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

(Ord. 99-0048 § 1 (part), 1999.)

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## Living Wage Rate Annual Adjustments

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

Effective Date	Hourly Rate
March 1, 2016	\$13.25
January 1, 2017	\$14.25
January 1, 2018	\$15.00
January 1, 2019	\$15.79
January 1, 2020	\$16.31
January 1, 2021	\$16.62
January 1, 2022	\$17.14
January 1, 2023	CPI

Effective January 1, 2020, the Living Wage rate will be adjusted based on the U.S. Department of Labor, Bureau of Labor Statistics' Consumer Price Index (CPI) for the Los Angeles-Riverside-Orange County Area for the 12-month period preceding July 1 of each year.

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

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COUNTY OF LOS ANGELES  
LIVING WAGE PROGRAM

**PAYROLL STATEMENT OF COMPLIANCE**

I, \_\_\_\_\_, \_\_\_\_\_  
(Name of Owner or Company Representative) (Title)

Do hereby state:

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

**I have reviewed the information in this report and as company owner or authorized agent for this company, I sign under penalty of perjury certifying that all information herein is complete and correct.**

Print Name and Title

Owner or Company Representative Signature:

Date:

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



## **EXHIBIT M**

### **FACILITIES MAINTENANCE COST**



## FACILITIES MAINTENANCE COST

## LANDSCAPE AND GROUNDS MAINTENANCE SERVICES – AREA 6

Library Facilities	Monthly Cost	Annual Cost
Acton-Agua Dulce	\$785.00	\$9,420.00
Anthony Quinn	\$627.00	\$7,524.00
Chet Holifield	\$652.00	\$7,824.00
City Terrace	\$627.00	\$7,524.00
El Camino Real	\$627.00	\$7,524.00
El Monte	\$627.00	\$7,524.00
La Cañada Flintridge	\$785.00	\$9,420.00
La Crescenta	\$824.00	\$9,888.00
Lancaster	\$968.00	\$11,616.00
Littlerock	\$785.00	\$9,420.00
Norwood	\$968.00	\$11,616.00
Quartz Hill	\$1,474.00	\$17,688.00
San Gabriel	\$785.00	\$9,420.00
South El Monte	\$968.00	\$11,616.00
Topanga Canyon	\$849.00	\$10,188.00
-	-	-
<b>Total</b>	<b>\$12,351.00</b>	<b>\$148,212.00</b>





**CONTRACT BY AND BETWEEN**

**COUNTY OF LOS ANGELES**

**AND**

**SEPCO EARTHSCAPE, INC.**

**FOR**

**LANDSCAPE AND GROUNDS MAINTENANCE SERVICES**

**AREA 8**



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### **STANDARD EXHIBITS**

- A Statement of Work
- B Pricing Schedule
- C Contractor's Proposed Schedule
- D Contractor's EEO Certification
- E County's Administration
- F Contractor's Administration
- G Form(s) Required at the Time of Contract Execution
- H Jury Service Ordinance
- I Safely Surrendered Baby Law

### **UNIQUE EXHIBITS**

#### **PROP A – LIVING WAGE PROGRAM EXHIBITS**

- J Living Wage Ordinance
- K Living Wage Rate Annual Adjustments
- L Payroll Statement of Compliance

#### **FACILITIES MAINTENANCE COST**

- M Facilities Maintenance Cost



**CONTRACT BETWEEN  
COUNTY OF LOS ANGELES  
AND  
SEPCO EARTHSCAPE, INC.  
FOR  
LANDSCAPE AND GROUNDS MAINTENANCE SERVICES  
AREA 8**

This Contract ("Contract") made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2022 by and between the County of Los Angeles, hereinafter referred to as County and Sepco Earthscape, Inc., hereinafter referred to as "Contractor". Sepco Earthscape, Inc. is located at P.O. Box 5640, Santa Monica, CA 90409.

**RECITALS**

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

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

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

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

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

**1 APPLICABLE DOCUMENTS**

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



### **Standard Exhibits:**

- 1.1 Exhibit A - Statement of Work
- 1.2 Exhibit B - Pricing Schedule
- 1.3 Exhibit C - Contractor's Proposed Schedule
- 1.4 Exhibit D - Contractor's EEO Certification
- 1.5 Exhibit E - County's Administration
- 1.6 Exhibit F - Contractor's Administration
- 1.7 Exhibit G - Forms Required at the Time of Contract Execution
- 1.8 Exhibit H - Jury Service Ordinance
- 1.9 Exhibit I - Safely Surrendered Baby Law

### **Unique Exhibits:**

#### **Prop A – Living Wage Program**

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

#### **Facilities Maintenance Cost**

- 1.13 Exhibit M - Facilities Maintenance Cost

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

## **2 DEFINITIONS**

### **2.1 Standard Definitions:**

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

**2.1.1.1 Contract:** This agreement executed between County and Contractor. Included are all supplemental agreements amending or



extending the service to be performed. The Contract sets forth the terms and conditions for the issuance and performance of all tasks, deliverables, services and other work.

2.1.1.2 **Contractor:** The person or persons, sole proprietor, partnership, joint venture, corporation or other legal entity who has entered into an agreement with the County to perform or execute the work covered by this contract.

2.1.1.3 **Statement of Work:** The directions, provisions, and requirements provided herein and special provisions pertaining to the method, frequency, manner and place of performing the contract services.

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

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

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

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

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

2.1.1.9 **County Project Director:** Person designated by County with authority for County on contractual



or administrative matters relating to this contract that cannot be resolved by the County's Project Manager.

- 2.1.1.10 **Day(s):** Calendar day(s) unless otherwise specified.
- 2.1.1.11 **Contractor Project Manager:** The person designated by the Contractor to administer the Contract operations under this Contract.
- 2.1.1.12 **Fiscal Year:** The twelve (12) month period beginning July 1st and ending the following June 30th.
- 2.1.1.13 **County Library:** LA County Library.
- 2.1.1.14 **Unanticipated Work:** Additional as-needed services performed under the Contract when the need arises and requested by the County.

### 3 WORK

- 3.1 Pursuant to the provisions of this Contract, the Contractor will fully perform, complete and deliver on time, all tasks, deliverables, services and other work as set forth in herein.
- 3.2 If the Contractor provides any tasks, deliverables, goods, services, or other work, other than as specified in this contract, the same will be deemed to be a gratuitous effort on the part of the Contractor, and the Contractor will have no claim whatsoever against the County.

### 4 TERM OF CONTRACT

- 4.1 The term of this Contract will be **four (4)** years commencing after execution by County's Board of Supervisors (Board) or September 16, 2022, whichever is later, unless sooner terminated or extended, in whole or in part, as provided in this Contract.
- 4.2 The County will have the sole option to extend this Contract term for up to one (1) additional one (1) year period and six (6) month to month extensions, for a maximum total Contract term of five (5) years and six (6) months. Each such extension option may be exercised at the sole discretion of the County Librarian or his/her designee, as authorized by the Board.



- 4.3 The County maintains databases that track/monitor Contractor performance history. Information entered into such databases may be used for a variety of purposes, including determining whether the County will exercise a contract term extension option.
- 4.4 The Contractor will notify County Library when this Contract is within nine (9) months of the expiration of the term as provided for hereinabove. Upon occurrence of this event, the Contractor will send written notification to County Library at the address herein provided in Exhibit E (County's Administration).

## **5 CONTRACT SUM**

### **5.1 Total Contract Sum**

- 5.1.1 The maximum annual Contract Sum under the terms of this Contract will be **\$173,376.00**, comprised of the Contractor's Fee of **\$144,480.00**, as specified in Exhibit C (Contractor's Proposed Schedule), and an annual estimate for unanticipated work of **\$28,896.00**, as authorized in Section 9.0, Unanticipated Work, of Exhibit A (Statement of Work).
- 5.1.2 The use of the annual estimate for unanticipated work is not guaranteed by the County, and is contingent upon County Library's adopted budget and needs.

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

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

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

- 5.3.1 The Contractor will maintain a system of record keeping that will allow the Contractor to determine when it has incurred seventy-five percent (75%) of the total contract sum under this Contract. Upon occurrence of this event, the Contractor



will send written notification to the County Library at the address herein provided in Exhibit E (County's Administration).

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

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

**5.5 Invoices and Payments**

5.5.1 The Contractor will invoice the County only for providing the tasks, deliverables, goods, services, and other work specified in Exhibit A (Statement of Work) and elsewhere hereunder. The Contractor will prepare invoices, which will include the charges owed to the Contractor by the County under the terms of this Contract. The Contractor's payments will be as provided in Exhibit B (Pricing Schedule), Exhibit C (Contractor's Proposed Schedule), and Exhibit M (Facilities Maintenance Cost), and the Contractor will be paid only for the tasks, deliverables, goods, services, and other work approved in writing by the County. If the County does not approve work in writing, no payment will be due to the Contractor for that work.

5.5.2 The Contractor's invoices will 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.

5.5.3 The Contractor will submit the monthly invoices to the County by the 15<sup>th</sup> calendar day of the month following the month of service.

**Prop A – Living Wage Program:**

**No invoice will be approved for payment unless the**



**following is included:**

**Exhibit L – Payroll Statement of Compliance**

- 5.5.4 All invoices under this Contract will be submitted to the County Library at the physical or electronic mail address of the County Contract Project Monitor herein provided in Exhibit E (County's Administration).

**5.5.5 County Approval of Invoices**

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

**5.5.6 Local Small Business Enterprises – Prompt Payment Program (if applicable)**

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

**5.6 Default Method of Payment: Direct Deposit or Electronic Funds Transfer**

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

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

- 5.6.3 Any provision of law, grant, or funding agreement requiring a specific form or method of payment other



than EFT or direct deposit will supersede this requirement with respect to those payments.

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

## **6 ADMINISTRATION OF CONTRACT – COUNTY**

### **6.1 County Administration**

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

### **6.2 County Project Director**

- 6.2.1 The role of the County Project Director may include:
  - 6.2.1.1 Coordinating with Contractor and ensuring Contractor's performance of the Contract; however, in no event will Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby; and
  - 6.2.1.2 Upon request of the Contractor, providing direction to the Contractor, as appropriate in areas relating to County policy, information requirements, and procedural requirements; however, in no event, will Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby.

### **6.3 County Project Manager**

- 6.3.1 The role of the County Project Manager is authorized to include:
  - 6.3.1.1 Meeting with the Contractor Project Manager on a regular basis; and



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

6.3.1.3 Approving unanticipated work as provided herein.

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

#### **6.4 County Contract Project Monitor**

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

## **7 ADMINISTRATION OF CONTRACT – CONTRACTOR**

### **7.1 Contractor's Administration**

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

### **7.2 Contractor Project Manager**

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

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

7.2.3 The Contractor Project Manager will have a minimum of



three (3) years of documented experience in the landscape and grounds maintenance service industry, including but, not limited to, the overseeing of the day-to-day operations in the delivery of services, quality control, and customer relations.

### **7.3 Approval of Contractor's Staff**

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

7.3.2 The County reserves the right to remove any Contractor staff, for any reason, from performing services under this or any other Contract held by and between Contractor and County Library, at any time during the term of this Contract.

7.3.2.1 Contractor staff removed pursuant to this Sub-section 7.3 (Approval of Contractor's Staff) will not relieve the Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

### **7.4 Contractor's Staff Identification**

7.4.1 The Contractor will provide, at Contractor's expense, all staff providing services under this Contract with a photo identification badge.

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

### **7.5 Background and Security Investigations**

7.5.1 Each of Contractor's staff performing services under this Contract, who is in a designated sensitive position, as determined by County in County's sole discretion, will undergo and pass a background investigation to the satisfaction of County as a condition of beginning and continuing to perform services under this Contract. Such



background investigation must be obtained through fingerprints submitted to the California Department of Justice to include State, local, and federal-level review, which may include, but will not be limited to, criminal conviction information. The fees associated with the background investigation will be at the expense of the Contractor, regardless of whether the member of Contractor's staff passes or fails the background investigation.

- 7.5.2 If a member of Contractor's staff does not pass the background investigation, County may request that the member of Contractor's staff be removed immediately from performing services under the Contract. Contractor will comply with County's request at any time during the term of the Contract. County will not provide to Contractor or to Contractor's staff any information obtained through the County's background investigation.
- 7.5.3 County, in its sole discretion, may immediately deny or terminate facility access to any member of Contractor's staff that does not pass such investigation to the satisfaction of the County or whose background or conduct is incompatible with County facility access.
- 7.5.4 Disqualification of any member of Contractor's staff pursuant to this Sub-section 7.5 (Background and Security Investigations) will not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

## **7.6 Confidentiality**

- 7.6.1 The Contractor will maintain the confidentiality of all records and information in accordance with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures relating to confidentiality, including, without limitation, County policies concerning information technology security and the protection of confidential records and information.
- 7.6.2 The Contractor will indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert,



consulting, or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with this Sub-section 7.6 (Confidentiality), as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Sub-section 7.6 (Confidentiality) will be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County will have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County will be entitled to retain its own counsel, including, without limitation, County Counsel, and to reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor will not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of County without County's prior written approval.

- 7.6.3 The Contractor will inform all of its officers, employees, agents and subcontractors providing services hereunder of the confidentiality provisions of this Contract.
- 7.6.4 The Contractor will sign and adhere to the provisions of Exhibit G1 (Contractor Acknowledgement and Confidentiality Agreement).

## **8 STANDARD TERMS AND CONDITIONS**

### **8.1 Amendments**

- 8.1.1 For any change which affects the scope of work, term, contract sum, payments, or any term or condition included under this Contract, an amendment to the Contract will be prepared and executed by the Contractor and by the Board, for the exceptions of the following:
  - (a) County Librarian is expressly authorized to increase the contract sum set forth in Section 5 (Contract Sum), not to exceed ten percent (10%) of the total annual Contractor's fee, originally approved by the Board, for a particular contract year, due to changes to the number or size of facilities or days of services pursuant to paragraph 8.1.4.



- (b) County Librarian is expressly authorized to increase the contract sum set forth in Section 5 (Contract Sum) for a particular contract year, due to capital projects which includes the addition of new facilities and major renovations of an existing facility.
- (c) County Librarian is expressly authorized to increase the contract sum to modify the annual estimate for unanticipated work included in the annual maximum contract sum, not to exceed twenty percent (20%) of the annual contractor's fee.

Any such changes will be in writing and signed by the Contractor and by the County Librarian, or his/her designee.

- 8.1.2 The County's Board of Supervisors or Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in the Contract during the term of this Contract. The County reserves the right to add and/or change such provisions as required by the County's Board of Supervisors or Chief Executive Officer. To implement such changes, an Amendment to the Contract will be prepared and executed by the Contractor and by the County Librarian, or his/her designee.
- 8.1.3 The County Librarian, or his/her designee, may at his/her sole discretion, authorize extensions of time as defined in Section 4 (Term of Contract). The Contractor agrees that such extensions of time will not change any other term or condition of this Contract during the period of such extensions. To implement an extension of time, an Amendment to the Contract will be prepared and executed by the Contractor and by County Librarian, or his/her designee or the Board.
- 8.1.4 The County reserves the right to amend the Contract to reflect any changes by an increase or decrease in the number of library facilities as listed in Exhibit A (Statement of Work), Attachment I (Service Location and Specifications). The County will notify the Contractor, in writing, at least ten (10) business days prior to the effective date of the modification. Exhibit B (Pricing Schedule) in the Contract, requires that proposals include a flat daily/weekly rate for each library facility. The rate specified will be used to adjust the Contract price in the event of an increase or decrease in days/weeks of service. The cost estimate will not exceed the cost to provide landscape and ground maintenance services for a similar size



library facility being maintained. Payment adjustment will be made to reflect such modification in services on a pro-rata basis commensurate with the number of library facilities and/or days of service increased or decreased of the affected area. The County will determine the need for modification referenced herein.

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

- 8.2.1 The Contractor will notify the County of any pending acquisitions/mergers of its company unless otherwise legally prohibited from doing so. If the Contractor is restricted from legally notifying the County of pending acquisitions/mergers, then it should notify the County of the actual acquisitions/mergers as soon as the law allows and provide to the County the legal framework that restricted it from notifying the County prior to the actual acquisitions/mergers.
- 8.2.2 The Contractor will not assign its rights or delegate its duties under this Contract, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent will be null and void. For purposes of this paragraph, County consent shall require a written Amendment to the Contract, which is formally approved and executed by the parties. Any payments by the County to any approved delegate or assignee on any claim under this Contract shall be deductible, at County's sole discretion, against the claims, which the contractor may have against the County.
- 8.2.3 Any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any person or entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, will be a material breach of the Contract which may result in the termination of this Contract. In the event of such termination, County will be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default by Contractor.

## **8.3 Authorization Warranty**



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

#### **8.4 Budget Reductions**

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

#### **8.5 Complaints**

- 8.5.1 The Contractor will develop, maintain and operate procedures for receiving, investigating and responding to complaints.

##### **8.5.2 Complaint Procedures**

- 8.5.2.1 Within ten (10) business days after the Contract effective date, the Contractor will provide the County with the Contractor's policy for receiving, investigating and responding to user complaints.
- 8.5.2.2 The County will review the Contractor's policy and provide the Contractor with approval of said plan or with requested changes.
- 8.5.2.3 If the County requests changes in the Contractor's policy, the Contractor will make such changes and resubmit the plan within five (5) business days for County approval.



- 8.5.2.4 If, at any time, the Contractor wishes to change the Contractor's policy, the Contractor will submit proposed changes to the County for approval before implementation.
- 8.5.2.5 The Contractor will preliminarily investigate all complaints and notify the County's Project Manager of the status of the investigation within five (5) business days of receiving the complaint.
- 8.5.2.6 When complaints cannot be resolved informally, a system of follow-through will be instituted which adheres to formal plans for specific actions and strict time deadlines.
- 8.5.2.7 Copies of all written responses will be sent to the County's Project Manager within three (3) business days of mailing to the complainant.

## **8.6 Compliance with Applicable Law**

- 8.6.1 In the performance of this Contract, Contractor will comply with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, and all provisions required thereby to be included in this Contract are hereby incorporated herein by reference.
- 8.6.2 The Contractor will indemnify, defend, and hold harmless the County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under Sub-section 8.6 (Compliance with Applicable Law) will be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County will have the right to participate in any such defense at its sole cost and expense, except



that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County will be entitled to retain its own counsel, including, without limitation, County Counsel, and to reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor will not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of County without County's prior written approval.

## **8.7 Compliance with Civil Rights Laws**

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

## **8.8 Compliance with the County's Jury Service Program**

### **8.8.1 Jury Service Program:**

This Contract is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code, a copy of which is attached as Exhibit H and incorporated by reference into and made a part of this Contract.

### **8.8.2 Written Employee Jury Service Policy:**

1. Unless the Contractor has demonstrated to the County's satisfaction either that the Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that the Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), the Contractor will have and adhere to a written policy that provides that its Employees will receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy



may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.

2. For purposes of this Section, "Contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County Contractor and has received or will receive an aggregate sum of fifty thousand dollars (\$50,000) or more in any twelve (12) month period under one or more County Contracts or subcontracts. "Employee" means any California resident who is a full-time employee of the Contractor. "Full-time" means forty (40) hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of ninety (90) days or less within a twelve (12) month period are not considered full-time for purposes of the Jury Service Program. If the Contractor uses any subcontractor to perform services for the County under the Contract, the subcontractor will also be subject to the provisions of this Section. The provisions of this Section will be inserted into any such subcontract agreement and a copy of the Jury Service Program will be attached to the agreement.
3. If the Contractor is not required to comply with the Jury Service Program when the Contract commences, the Contractor will have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and the Contractor will immediately notify the County if the Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if the Contractor no longer qualifies for an exception to the Jury Service Program. In either event, the Contractor will immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Contract and at its sole discretion, that the Contractor demonstrate, to the County's satisfaction that the Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor"



and/or that the Contractor continues to qualify for an exception to the Program.

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

## **8.9 Conflict of Interest**

- 8.9.1 No County employee whose position with the County enables such employee to influence the award of this Contract or any competing Contract, and no spouse or economic dependent of such employee, will be employed in any capacity by the Contractor or have any other direct or indirect financial interest in this Contract. No officer or employee of the Contractor who may financially benefit from the performance of work hereunder will in any way participate in the County's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the County's approval or ongoing evaluation of such work.
- 8.9.2 The Contractor will 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 will immediately make full written disclosure of such facts to the County. Full written disclosure will 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 Section will be a material breach of this Contract.

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

- 8.10.1 Should the Contractor require additional or replacement personnel after the effective date of this Contract to perform the services set forth herein, the Contractor will give first consideration for such employment openings to qualified,



permanent County employees who are targeted for layoff or qualified, former County employees who are on a re-employment list during the life of this Contract.

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

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

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

## **8.12 Contractor Responsibility and Debarment**

### **8.12.1 Responsible Contractor**

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

### **8.12.2 Chapter 2.202 of the County Code**

The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Contractor on this or other contracts which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in the Contract, debar the Contractor from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five (5) years but



may exceed five (5) years or be permanent if warranted by the circumstances, and terminate any or all existing contracts the Contractor may have with the County.

### **8.12.3 Non-Responsible Contractor**

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

### **8.12.4 Contractor Hearing Board**

8.12.4.1 If there is evidence that the Contractor may be subject to debarment, the Department will notify the Contractor in writing of the evidence which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.

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

8.12.4.3 After consideration of any objections, or if no objections are submitted, a record of the



hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board will be presented to the Board. The Board will have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

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

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



8.12.4.6 The Contractor Hearing Board's proposed decision will contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board will present its proposed decision and recommendation to the Board. The Board will have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

**8.12.5 Subcontractors of Contractor**

These terms will also apply to Subcontractors of County Contractors.

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

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

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

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

8.14.2 As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the Contractor's duty under this Contract to comply with all applicable provisions of law, the Contractor warrants that it is now in compliance and will 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 will implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

#### **8.15 County's Quality Assurance Plan**

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

#### **8.16 Damage to County Facilities, Buildings, or Grounds**

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

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

#### **8.17 Employment Eligibility Verification**

8.17.1 The Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. The Contractor will 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 will retain all such documentation for all covered employees for the period prescribed by law.

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

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

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

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

## **8.19 Fair Labor Standards**

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



jointly or solely liable.

## **8.20 Force Majeure**

- 8.20.1 Neither party will be liable for such party's failure to perform its obligations under and in accordance with this Contract, if such failure arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's subcontractors), freight embargoes, or other similar events to those described above, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of such party (such events are referred to in this Section as "force majeure events").
- 8.20.2 Notwithstanding the foregoing, a default by a subcontractor of Contractor will not constitute a force majeure event, unless such default arises out of causes beyond the control of both Contractor and such Subcontractor, and without any fault or negligence of either of them. In such case, Contractor will not be liable for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required performance schedule. As used in this Sub-section 8.20 (Force Majeure), the term "Subcontractor" and "Subcontractors" mean Subcontractors at any tier.
- 8.20.3 In the event Contractor's failure to perform arises out of a force majeure event, Contractor agrees to use commercially reasonable best efforts to obtain goods or services from other sources, if applicable, and to otherwise mitigate the damages and reduce the delay caused by such force majeure event.

## **8.21 Governing Law, Jurisdiction, and Venue**

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

## **8.22 Independent Contractor Status**

- 8.22.1 This Contract is by and between the County and the



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

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

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

8.22.4 The Contractor will adhere to the provisions stated in Sub-section 7.6 (Confidentiality).

## **8.23 Indemnification**

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

## **8.24 General Provisions for all Insurance Coverage**

8.24.1 Without limiting Contractor's indemnification of County, and in the performance of this Contract and until all of its obligations pursuant to this Contract have been met,



Contractor will provide and maintain at its own expense insurance coverage satisfying the requirements specified in Sub-sections 8.24 (General Provisions for all Insurance Coverage) and 8.25 (Insurance Coverage) of this Contract. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon Contractor pursuant to this Contract. The County in no way warrants that the Required Insurance is sufficient to protect the Contractor for liabilities which may arise from or relate to this Contract.

#### **8.24.2 Evidence of Coverage and Notice to County**

**8.24.2.1** Certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) has been given Insured status under the Contractor's General Liability policy, will be delivered to County at the address shown below and provided prior to commencing services under this Contract.

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

**8.24.2.3** Certificates will 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 will match the name of the Contractor identified as the contracting party in this Contract. Certificates will provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand dollars (\$50,000.00), and list any County required endorsement forms.



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

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

LA County Library  
Contract Services Unit  
7400 E. Imperial Hwy., Room 221  
Downey, CA 90242

**8.24.2.6** Contractor also will promptly report to County any injury or property damage accident or incident, including any injury to a Contractor employee occurring on County property, and any loss, disappearance, destruction, misuse, or theft of County property, monies or securities entrusted to Contractor. Contractor also will promptly notify County of any third party claim or suit filed against Contractor or any of its subcontractors which arises from or relates to this Contract, and could result in the filing of a claim or lawsuit against Contractor and/or County.

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

The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, employees and volunteers (collectively County and its Agents) will be provided additional insured status under Contractor's General Liability policy with respect to liability arising out of Contractor's ongoing and completed operations performed on behalf of the County. County and its Agents additional insured status will apply with respect to liability and defense of suits arising out of the Contractor's acts or omissions, whether such liability is attributable to the Contractor or to the County. The full policy limits and scope of protection also will apply to the County and its Agents as an additional insured, even if they exceed the County's minimum



Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

#### **8.24.4 Cancellation of or Changes in Insurance**

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

#### **8.24.5 Failure to Maintain Insurance**

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

#### **8.24.6 Insurer Financial Ratings**

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

#### **8.24.7 Contractor's Insurance Will Be Primary**

Contractor's insurance policies, with respect to any claims related to this Contract, will be primary with respect to all other sources of coverage available to Contractor. Any County maintained insurance or self-insurance coverage



will be in excess of and not contribute to any Contractor coverage.

#### **8.24.8 Waivers of Subrogation**

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

#### **8.24.9 Subcontractor Insurance Coverage Requirements**

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

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

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

#### **8.24.11 Claims Made Coverage**

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



#### 8.24.12 **Application of Excess Liability Coverage**

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

#### 8.24.13 **Separation of Insureds**

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

#### 8.24.14 **Alternative Risk Financing Programs**

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

#### 8.24.15 **County Review and Approval of Insurance Requirements**

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

### 8.25 **Insurance Coverage**

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

General Aggregate: \$2 million

Products/Completed Operations Aggregate: \$1 million

Personal and Advertising Injury: \$1 million

Each Occurrence: \$1 million

8.25.2 **Automobile Liability** insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than \$1 million for bodily injury and property damage, in combined or equivalent split limits, for each



single accident. Insurance will cover liability arising out of Contractor's use of autos pursuant to this Contract, including owned, leased, hired, and/or non-owned autos, as each may be applicable.

**8.25.3 Workers Compensation and Employers' Liability**

insurance or qualified self- insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$1 million per accident. If Contractor will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also will include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer. The written notice will be provided to County at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. If applicable to Contractor's operations, coverage also will be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

**8.25.4 Pollution Liability** insurance will also provide pollution liability coverage with a limit of not less than \$1 million per occurrence covering the release, discharge, escape, dispersal, or emission of pollutants, whether gradual or sudden, and include the costs and expenses associated with clean-up, testing, monitoring and treatment of pollutants in compliance with governmental mandate or requests.

**8.26 Liquidated Damages**

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



- 8.26.2 If the County Librarian, or his/her designee, determines that there are deficiencies in the performance of this Contract that the County Librarian, or his/her designee, deems are correctable by the Contractor over a certain time span, the County Librarian, 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 County Librarian, 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 two hundred dollars (\$200) per day per infraction, and that the Contractor will be liable to the County for liquidated damages in said amount. Said amount will be deducted from the County's payment to the Contractor; and/or (c) Upon giving five (5) days' notice to the Contractor for failure to correct the deficiencies, the County may correct any and all deficiencies and the total costs incurred by the County for completion of the work by an alternate source, whether it be County forces or separate private Contractor, will be deducted and forfeited from the payment to the Contractor from the County, as determined by the County.
- 8.26.3 The action noted in paragraph 8.26.2 will not be construed as a penalty, but as adjustment of payment to the Contractor to recover the County cost due to the failure of the Contractor to complete or comply with the provisions of this Contract.
- 8.26.4 This paragraph will not, in any manner, restrict or limit the County's right to damages for any breach of this Contract provided by law or paragraph 8.26.2, and will not, in any manner, restrict or limit the County's right to terminate this Contract as agreed to herein.

## **8.27 Most Favored Public Entity**

- 8.27.1 If the Contractor's prices decline, or should the Contractor at any time during the term of this Contract provide the same goods or services under similar quantity and delivery



conditions to the State of California or any county, municipality, or district of the State at prices below those set forth in this Contract, then such lower prices will be immediately extended to the County.

## **8.28 Nondiscrimination and Affirmative Action**

- 8.28.1 The Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and will be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.
- 8.28.2 The Contractor will certify to, and comply with, the provisions of Exhibit D (Contractor's EEO Certification).
- 8.28.3 The Contractor will 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 will include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- 8.28.4 The Contractor certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.
- 8.28.5 The Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies will comply with all applicable Federal and State laws and regulations to the end that no person will, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.



- 8.28.6 The Contractor will allow County representatives access to the Contractor's employment records during regular business hours to verify compliance with the provisions of this Sub-section 8.28 (Nondiscrimination and Affirmative Action) when so requested by the County.
- 8.28.7 If the County finds that any provisions of this Sub-section 8.28 (Nondiscrimination and Affirmative Action) have been violated, such violation will constitute a material breach of this Contract upon which the County may terminate or suspend this Contract. While the County reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California 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 will constitute a finding by the County that the Contractor has violated the anti-discrimination provisions of this Contract.
- 8.28.8 The parties agree that in the event the Contractor violates any of the anti-discrimination provisions of this Contract, the County will, at its sole option, be entitled to the sum of five hundred dollars (\$500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

## **8.29 Non Exclusivity**

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

## **8.30 Notice of Delays**

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

## **8.31 Notice of Disputes**

- 8.31.1 The Contractor will bring to the attention of the County's



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

### **8.32 Notice to Employees Regarding the Federal Earned Income Credit**

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

### **8.33 Notice to Employees Regarding the Safely Surrendered Baby Law**

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

### **8.34 Notices**

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

### **8.35 Prohibition Against Inducement or Persuasion**

8.35.1 Notwithstanding the above, the Contractor and the County agree that, during the term of this Contract and for a period of one year thereafter, neither party will in any way



intentionally induce or persuade any employee of one party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

### **8.36 Public Records Act**

- 8.36.1 Any documents submitted by the Contractor; all information obtained in connection with the County's right to audit and inspect the Contractor's documents, books, and accounting records pursuant to Sub-section 8.38 (Record Retention and Inspection-Audit Settlement) of this Contract; as well as those documents which were required to be submitted in response to the Request for Proposals (RFP) used in the solicitation process for this Contract, become the exclusive property of the County. All such documents become a matter of public record and will be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". The County will not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.
- 8.36.2 In the event the County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a proposal marked "trade secret", "confidential", or "proprietary", the Contractor agrees to defend and indemnify the County from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act.

### **8.37 Publicity**

- 8.37.1 The Contractor will not disclose any details in connection with this Contract to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing the Contractor's need to identify its services and related clients to sustain itself, the County will not inhibit the Contractor from publishing its role under this Contract within the following conditions:
- 8.37.1.1 The Contractor will develop all publicity material in a professional manner; and
- 8.37.1.2 During the term of this Contract, the Contractor



will not, and will not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the County without the prior written consent of the County's Project Director. The County will not unreasonably withhold written consent.

- 8.37.2 The Contractor may, without the prior written consent of County, indicate in its proposals and sales materials that it has been awarded this Contract with the County of Los Angeles, provided that the requirements of this Sub-section 8.37 (Publicity) will apply.

### **8.38 Record Retention and Inspection-Audit Settlement**

- 8.38.1 The Contractor will maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. The Contractor will also maintain accurate and complete employment and other records relating to its performance of this Contract. The Contractor agrees that the County, or its authorized representatives, will have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Contract. All such material, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, will be kept and maintained by the Contractor and will be made available to the County during the term of this Contract and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such material prior to such time. All such material will be maintained by the Contractor at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the Contractor will pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.
- 8.38.2 In the event that an audit of the Contractor is conducted specifically regarding this Contract by any Federal or State auditor, or by any auditor or accountant employed by the Contractor or otherwise, then the Contractor will file a copy of such audit report with the County's Auditor-Controller within thirty (30) days of the Contractor's receipt thereof, unless



otherwise provided by applicable Federal or State law or under this Contract. Subject to applicable law, the County will make a reasonable effort to maintain the confidentiality of such audit report(s).

- 8.38.3 Failure on the part of the Contractor to comply with any of the provisions of this Sub-section 8.38 (Record Retention and Inspection-Audit Settlement) will constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.
- 8.38.4 If, at any time during the term of this Contract or within five (5) years after the expiration or termination of this Contract, representatives of the County conduct an audit of the Contractor regarding the work performed under this Contract, and if such audit finds that the County's dollar liability for any such work is less than payments made by the County to the Contractor, then the difference will be either: a) repaid by the Contractor to the County by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the Contractor from the County, whether under this Contract or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to the Contractor, then the difference will be paid to the Contractor by the County by cash payment, provided that in no event will the County's maximum obligation for this Contract exceed the funds appropriated by the County for the purpose of this Contract.
- 8.38.5 In addition to the above, the Contractor agrees, should the County or its authorized representatives determine, in the County's sole discretion, that it is necessary or appropriate to review a broader scope of the Contractor's records (including, certain records related to non-County contracts) to enable the County to evaluate the Contractor's compliance with the County's Living Wage Program, that the Contractor will promptly and without delay provide to the County, upon the written request of the County or its authorized representatives, access to and the right to examine, audit, excerpt, copy, or transcribe any and all transactions, activities, or records relating to any of its employees who have provided services to the County under this Contract, including without limitation, records relating to work performed by said employees on the Contractor's non-County contracts. The Contractor further acknowledges that



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

### **8.39 Recycled Bond Paper**

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

### **8.40 Subcontracting**

- 8.40.1 The requirements of this Contract may not be subcontracted by the Contractor **without the advance approval of the County**. Any attempt by the Contractor to subcontract without the prior consent of the County may be deemed a material breach of this Contract.
- 8.40.2 If the Contractor desires to subcontract, the Contractor will provide the following information promptly at the County's request:
  - 8.40.2.1 A description of the work to be performed by the subcontractor;
  - 8.40.2.2 A draft copy of the proposed subcontract; and



8.40.2.3 Other pertinent information and/or certifications requested by the County.

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

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

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

8.40.6 The County Librarian or his/her designee is authorized to act for and on behalf of the County with respect to approval of any subcontract and subcontractor employees. After approval of the subcontract by the County, Contractor will forward a fully executed subcontract to the County for their files.

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

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

LA County Library  
Contract Services Coordinator  
7400 East Imperial Highway, Downey, CA 90242

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



- 8.41.1 Failure of the Contractor to maintain compliance with the requirements set forth in Sub-section 8.14 (Contractor's Warranty of Adherence to County's Child Support Compliance Program) will constitute default under this Contract. Without limiting the rights and remedies available to the County under any other provision of this Contract, failure of the Contractor to cure such default within ninety (90) calendar days of written notice will be grounds upon which the County may terminate this Contract pursuant to Sub-section 8.43 (Termination for Default) and pursue debarment of the Contractor, pursuant to County Code Chapter 2.202.

#### **8.42 Termination for Convenience**

- 8.42.1 This Contract may be terminated, in whole or in part, from time to time, when such action is deemed by the County, in its sole discretion, to be in its best interest. Termination of work hereunder will 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 will be no less than ten (10) days after the notice is sent.
- 8.42.2 After receipt of a notice of termination and except as otherwise directed by the County, the Contractor will:
- 8.42.2.1 Stop work under this Contract on the date and to the extent specified in such notice, and
- 8.42.2.2 Complete performance of such part of the work as will not have been terminated by such notice.
- 8.42.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of the Contractor under this Contract will be maintained by the Contractor in accordance with Sub-section 8.38 (Record Retention and Inspection-Audit Settlement).

#### **8.43 Termination for Default**

- 8.43.1 The County may, by written notice to the Contractor, terminate the whole or any part of this Contract, if, in the judgment of County's Project Director:
- 8.43.1.1 Contractor has materially breached this Contract;  
or



- 8.43.1.2 Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Contract; or
  - 8.43.1.3 Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or of any obligations of this Contract and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.
- 8.43.2 In the event that the County terminates this Contract in whole or in part as provided in paragraph 8.43.1, the County may procure, upon such terms and in such manner as the County may deem appropriate, goods and services similar to those so terminated. The Contractor will be liable to the County for any and all excess costs incurred by the County, as determined by the County, for such similar goods and services. The Contractor will continue the performance of this Contract to the extent not terminated under the provisions of this Section.
- 8.43.3 Except with respect to defaults of any subcontractor, the Contractor will not be liable for any such excess costs of the type identified in paragraph 8.43.2 if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a Subcontractor, and if such default arises out of causes beyond the control of both the Contractor and Subcontractor, and without the fault or negligence of either of them, the Contractor will not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit the



Contractor to meet the required performance schedule. As used in this paragraph, the term "Subcontractor(s)" means Subcontractor(s) at any tier.

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

#### **8.44 Termination for Improper Consideration**

- 8.44.1 The County may, by written notice to the Contractor, immediately terminate the right of the Contractor to proceed under this Contract if it is found that consideration, in any form, was offered or given by the Contractor, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing this Contract or securing favorable treatment with respect to the award, amendment, or extension of this Contract or the making of any determinations with respect to the Contractor's performance pursuant to this Contract. In the event of such termination, the County will be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default by the Contractor.
- 8.44.2 The Contractor will immediately report any attempt by a County officer or employee to solicit such improper consideration. The report will be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.
- 8.44.3 Among other items, such improper consideration may take the form of cash, discounts, services, the provision of travel or entertainment, or tangible gifts.

#### **8.45 Termination for Insolvency**



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

8.45.1.1 Insolvency of the Contractor. The Contractor will be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the Contractor is insolvent within the meaning of the Federal Bankruptcy Code;

8.45.1.2 The filing of a voluntary or involuntary petition regarding the Contractor under the Federal Bankruptcy Code;

8.45.1.3 The appointment of a Receiver or Trustee for the Contractor; or

8.45.1.4 The execution by the Contractor of a general assignment for the benefit of creditors.

8.45.2 The rights and remedies of the County provided in this Subsection 8.45 (Termination for Insolvency) will not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

#### **8.46 Termination for Non-Adherence of County Lobbyist Ordinance**

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

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

8.47.1 Notwithstanding any other provision of this Contract, the County will not be obligated for the Contractor's performance hereunder or by any provision of this Contract during any of the County's future fiscal years unless and until the County's Board of Supervisors appropriates funds for this Contract in the County's Budget for each such future fiscal year. In the



event that funds are not appropriated for this Contract, then this Contract will terminate as of June 30 of the last fiscal year for which funds were appropriated. The County will notify the Contractor in writing of any such non-allocation of funds at the earliest possible date.

#### **8.48 Validity**

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

#### **8.49 Waiver**

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

#### **8.50 Warranty Against Contingent Fees**

- 8.50.1 The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon any Contract or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business.
- 8.50.2 For breach of this warranty, the County will have the right to terminate this Contract and, at its sole discretion, deduct from the Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

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

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



otherwise imposed upon County and its taxpayers.

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

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

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

#### **8.53 Time Off for Voting**

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

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

- 8.54.1 Contractor acknowledges that the County has established a Zero Tolerance Policy on Human Trafficking prohibiting Contractors from engaging in human trafficking.
- 8.54.2 If a Contractor or member of Contractor's staff is convicted of a human trafficking offense, the County will require that the Contractor or member of Contractor's staff be removed immediately from performing services under the Contract. County will not be under any obligation to disclose confidential information regarding the offenses other than those required by law.



- 8.54.3 Disqualification of any member of Contractor's staff pursuant to this Sub-section 8.54 (Compliance with County's Zero Tolerance Policy on Human Trafficking) will not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

## **8.55 Integrated Pest Management Program Compliance**

- 8.55.1 Contractor acknowledges that County has established an Integrated Pest Management Program (the Program) which aims to reduce or eliminate pollutants moved into surface water through storm water management systems and facilities. Contractor certifies compliance on Exhibit 22 (Integrated Pest Management (IPM) Program Compliance Certification) in Appendix D (Required Forms), that Contractor has reviewed, understands, and will adhere to the County's IPM Program requirements as set forth in this Sub-section 8.55 (Integrated Pest Management Program Compliance) and at: [www.lacountyipm.org](http://www.lacountyipm.org)
- 8.55.2 Contractor must ensure and certify that its employees who apply pesticides on County owned or maintained property are appropriately trained. The training, which must be conducted on an annual basis, but no later than June 30th of each calendar year, must meet the County's minimum requirements under the Program.
- 8.55.3 Employee training may be self-certified by Contractors, provided the County has the ability to audit the training, and must include, at a minimum, the following:
- The potential for pesticide-related surface water toxicity;
  - Proper use, handling, and disposal of pesticides;
  - Least toxic methods of pest prevention and control, including IPM; and
  - Reduction of pesticide use.
- 8.55.4 All users of commercial pesticides are required by State law to provide a monthly pesticide report to the Los Angeles County Department of Agricultural Commissioner/ Weights and Measures (ACWM). In addition to the mandatory monthly reporting requirement, Contractor will provide to the Department, with a copy to the ACWM, an annual summary of the pesticides used outdoors on County-owned or maintained property by Fiscal Year (July 1 to June 30). For



each pesticide, the summary will include all of the following:

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

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

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

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

#### **8.57 Compliance with the County Policy of Equity**

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

#### **8.58 Prohibition from Participation in Future Solicitation(s)**

A Proposer, or a Contractor or its subsidiary or Subcontractor ("Proposer/Contractor"), is prohibited from submitting a bid or proposal in a County solicitation if the Proposer/Contractor has provided advice or consultation for the solicitation. A Proposer/Contractor is also prohibited from submitting a bid or proposal in a County solicitation if the Proposer/Contractor has developed or prepared any of the solicitation materials on behalf of



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

#### **8.59 COVID-19 Vaccinations of County Contractor Personnel**

- 8.59.1 At Contractor's sole cost, Contractor will comply with Chapter 2.212 (COVID-19 Vaccinations of County Contractor Personnel) of County Code Title 2 - Administration, Division 4. All employees of 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 County employees, interns, volunteers, and commissioners ("County workforce members"), (2) working on 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").
- 8.59.2 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").
- 8.59.3 Prior to assigning Contractor Personnel to perform In-Person Services, Contractor will obtain proof that such Contractor Personnel have been fully vaccinated by confirming 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 Contractors who follow the CDPH vaccination records guidelines and standards. Contractor will also provide written notice to County before the start of work under this Contract that its Contractor Personnel are in compliance with the requirements of this section. Contractor will retain such proof of vaccination for the document retention period set forth in this Contract, and must provide such records to the County for audit purposes, when required by County.

- 8.59.4 Contractor will evaluate any medical or sincerely held religious exemption request of its Contractor Personnel, as required by law. If Contractor has determined that 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 County for audit purposes, when required by County. The unvaccinated exempt Contractor Personnel must meet the following requirements prior to (1) interacting in person with County workforce members, (2) working on 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 County or other applicable law, regulation or order.
  - b. Wear a mask that is consistent with CDC recommendations at all times while on County controlled or owned property, and while engaging with members of the public and County workforce members.
  - c. Engage in proper physical distancing, as determined by the applicable County department that the Contract is with.



- 8.59.5 In addition to complying with the requirements of this section, Contractor will also comply with all other applicable local, departmental, State, and federal laws, regulations and requirements for COVID-19. A completed Exhibit G (COVID-19 Vaccination Certification of Compliance) is a required part of any agreement with the County.

## **9 UNIQUE TERMS AND CONDITIONS**

### **9.1 Compliance with the County's Living Wage Program**

#### **9.1.1 Living Wage Program**

This Contract is subject to the provisions of the County's ordinance entitled Living Wage Program as codified in Sections 2.201.010 through 2.201.100 of the Los Angeles County Code, a copy of which is attached as Exhibit J (Living Wage Ordinance) and incorporated by reference into and made a part of this Contract.

#### **9.1.2 Payment of Living Wage Rates**

9.1.2.1 Unless the Contractor has demonstrated to the County's satisfaction either that the Contractor is not an "Employer" as defined under the Program (Section 2.201.020 of the County Code) or that the Contractor qualifies for an exception to the Living Wage Program (Section 2.201.090 of the County Code), the Contractor will pay its employees no less than the applicable hourly living wage rate, as set forth in Exhibit K (Living Wage Rate Annual Adjustment), for the employees' services provided to the County, including, without limitation, "Travel Time" as defined below in paragraph 9.1.2.5 under the Contract.

9.1.2.2 For purposes of this paragraph, "Contractor" includes any Subcontractor engaged by the Contractor to perform services for the County under the Contract. If the Contractor uses any Subcontractor to perform services for the County under the Contract, the Subcontractor will be subject to the provisions of this paragraph. The provisions of this paragraph will be inserted into any such subcontract and a copy of the Living Wage Program will be attached to the subcontract. "Employee" means



any individual, who is an employee of the Contractor under the laws of California, and who is providing full-time or part-time services to the Contractor, which are provided to the County under the Contract. "Full-time" means a minimum of forty (40) hours worked per week, or a lesser number of hours, if the lesser number is a recognized industry standard and is approved as such by the County; however, fewer than thirty-five (35) hours worked per week will not, in any event, be considered full-time.

9.1.2.3 If the Contractor is required to pay a living wage when the Contract commences, the Contractor will continue to pay a living wage for the entire term of the Contract, including any option period.

9.1.2.4 If the Contractor is not required to pay a living wage when the Contract commences, the Contractor will have a continuing obligation to review the applicability of its "exemption status" from the living wage requirement. The Contractor will immediately notify the County if the Contractor at any time either comes within the Living Wage Program's definition of "Employer" or if the Contractor no longer qualifies for the exception to the Living Wage Program. In either event, the Contractor will immediately be required to commence paying the living wage and will be obligated to pay the living wage for the remaining term of the Contract, including any option period. The County may also require, at any time during the Contract and at its sole discretion, that the Contractor demonstrate to the County's satisfaction that the Contractor either continues to remain outside of the Living Wage Program's definition of "Employer" and/or that the Contractor continues to qualify for the exception to the Living Wage Program. Unless the Contractor satisfies this requirement within the time frame permitted by the County, the Contractor will immediately be required to pay the living wage for the remaining term of the



Contract, including any option period.

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

**9.1.3 Contractor's Submittal of Certified Monitoring Reports**

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

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



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

#### **9.1.5 County Auditing of Contractor Records**

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

#### **9.1.6 Notifications to Employees**

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

#### **9.1.7 Enforcement and Remedies**

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

##### **1. Remedies for Submission of Late or Incomplete**



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

- a. Withholding of Payment. If the Contractor fails to submit accurate, complete, timely and properly certified monitoring reports, the County may withhold from payment to the Contractor up to the full amount of any invoice that would otherwise be due, until the Contractor has satisfied the concerns of the County, which may include required submittal of revised certified monitoring reports or additional supporting documentation.
- b. Liquidated Damages. It is mutually understood and agreed that the Contractor's failure to submit an accurate, complete, timely and properly certified monitoring report will result in damages being sustained by the County. It is also understood and agreed that the nature and amount of the damages will be extremely difficult and impractical to fix; that the liquidated damages set forth herein are the nearest and most exact measure of damages for such breach that can be fixed at this time; and that the liquidated damages are not intended as a penalty or forfeiture for the Contractor's breach. Therefore, in the event that a certified monitoring report is deficient, including but not limited to being late, inaccurate, incomplete or uncertified, it is agreed that the County may, in its sole discretion, assess against the Contractor liquidated damages in the amount of one hundred dollars (\$100) per monitoring report for each day until the County has been provided with a properly prepared, complete and certified monitoring report. The County may deduct any assessed liquidated damages from any payments otherwise due the Contractor.
- c. Termination. The Contractor's continued failure to submit accurate, complete, timely and properly certified monitoring reports may constitute a material breach of the Contract. In the event of



such material breach, the County may, in its sole discretion, terminate the Contract.

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

- a. Withholding Payment. If the Contractor fails to pay one or more of its employees at least the applicable hourly living wage rate, the County may withhold from any payment otherwise due the Contractor the aggregate difference between the living wage amounts the Contractor was required to pay its employees for a given pay period and the amount actually paid to the employees for that pay period. The County may withhold said amount until the Contractor has satisfied the County that any underpayment has been cured, which may include required submittal of revised certified monitoring reports or additional supporting documentation.
- b. Liquidated Damages. It is mutually understood and agreed that the Contractor's failure to pay any of its employees at least the applicable hourly living wage rate will result in damages being sustained by the County. It is also understood and agreed that the nature and amount of the damages will be extremely difficult and impractical to fix; that the liquidated damages set forth herein are the nearest and most exact measure of damages for such breach that can be fixed at this time; and that the liquidated damages are not intended as a penalty or forfeiture for the Contractor's breach. Therefore, it is agreed that the County may, in its sole discretion, assess against the Contractor liquidated damages of fifty dollars (\$50) per employee per day for each and every instance of an underpayment to an employee. The County may deduct any assessed liquidated damages from any payments otherwise due the Contractor.
- c. Termination. The Contractor's continued failure to pay any of its employees the applicable hourly living



wage rate may constitute a material breach of the Contract. In the event of such material breach, the County may, in its sole discretion, terminate the Contract.

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

#### **9.1.8 Use of Full-Time Employees**

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

#### **9.1.9 Contractor Retaliation Prohibited**

The Contractor and/or its employees will not take any adverse action which would result in the loss of any benefit of employment, any contract benefit, or any statutory benefit for any employee, person or entity who has reported a violation of the Living Wage Program to the County or to any other public or private agency, entity or person. A violation of the provisions of this paragraph may constitute a material breach of the Contract. In the event of such material breach, the County may, in its sole discretion, terminate the Contract.

#### **9.1.10 Contractor Standards**

During the term of the Contract, the Contractor will maintain business stability, integrity in employee relations and the financial ability to pay a living wage to its employees. If



requested to do so by the County, the Contractor will demonstrate to the satisfaction of the County that the Contractor is complying with this requirement.

#### **9.1.11 Employee Retention Rights**

1. The Contractor will offer employment to all retention employees who are qualified for such jobs. A “retention employee” is an individual:
  - a. Who is not an exempt employee under the minimum wage and maximum hour exemptions defined in the federal Fair Labor Standards Act; and
  - b. Who has been employed by a Contractor under a predecessor Proposition A contract or a predecessor cafeteria services contract with the County for at least six (6) months prior to the date of this new Contract, which predecessor contract was terminated by the County prior to its expiration; and
  - c. Who is or will be terminated from his or her employment as a result of the County entering into this new contract.
2. The Contractor is not required to hire a retention employee who:
  - a. Has been convicted of a crime related to the job or his or her performance; or
  - b. Fails to meet any other County requirement for employees of a Contractor.
3. The Contractor will not terminate a retention employee for the first ninety (90) days of employment under the contract, except for cause. Thereafter, the Contractor may retain a retention employee on the same terms and conditions as the Contractor’s other employees.

#### **9.1.12 Neutrality in Labor Relations**

The Contractor will not use any consideration received under the Contract to hinder, or to further, organization of, or collective bargaining activities by or on behalf of the Contractor’s employees, except that this restriction will not apply to any expenditure made in the course of good faith



collective bargaining, or to any expenditure pursuant to obligations incurred under a bona fide collective bargaining Contract, or which would otherwise be permitted under the provisions of the National Labor Relations Act.

## **9.2 Local Small Business Enterprise (LSBE) Preference Program**

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

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

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

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

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

The above penalties will also apply to any business that has previously obtained proper certification, however, as a result



of a change in their status would no longer be eligible for certification, and fails to notify the State and the Department of Consumer and Business Affairs of this information prior to responding to a solicitation or accepting a contract award.

### **9.3 Social Enterprise (SE) Preference Program**

- 9.3.1 This Contract is subject to the provisions of the County's ordinance entitled SE Preference Program, as codified in Chapter 2.205 of the Los Angeles County Code.
- 9.3.2 Contractor will not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a SE.
- 9.3.3 Contractor will not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a SE.
- 9.3.4 If Contractor has obtained County certification as a SE by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this contract to which it would not otherwise have been entitled, Contractor will:
  - 1. Pay to the County any difference between the contract amount and what the County's costs would have been if the contract had been properly awarded;
  - 2. In addition to the amount described in subdivision (1) above, the Contractor will be assessed a penalty in an amount of not more than ten percent (10%) of the amount of the contract; and
  - 3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

The above penalties will also apply to any entity that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for



certification, and fails to notify the Department of Consumer and Business Affairs of this information prior to responding to a solicitation or accepting a contract award.

#### **9.4 Disabled Veteran Business Enterprise (DVBE) Preference Program**

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

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

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

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

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

Notwithstanding any other remedies in this Contract, the above penalties will also apply to any business that has previously obtained proper certification, however, as a result



of a change in their status would no longer be eligible for certification, and fails to notify the State and the Department of Consumer and Business Affairs of this information prior to responding to a solicitation or accepting a contract award.

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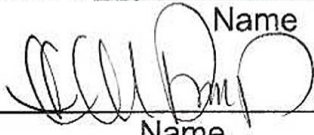
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IN WITNESS WHEREOF, Contractor has executed this Contract, or caused it to be duly executed and the County of Los Angeles, by order of its Board of Supervisors has caused this Contract to be executed on its behalf by the Chair of said Board and attested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

CONTRACTOR: Sepco Earthscape, Inc.

By  Name  
Name  
President Title

COUNTY OF LOS ANGELES

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

ATTEST:

Celia Zavala, Executive Officer  
of the Board of Supervisors

By \_\_\_\_\_

APPROVED AS TO FORM:

DAWYN HARRISON  
Acting County Counsel

By Keever R. Muir  
Keever Rhodes Muir  
Senior Deputy County Counsel



**CONTRACT EXHIBITS  
LANDSCAPE AND GROUNDS MAINTENANCE SERVICES - AREA 8**

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# **EXHIBIT A**

## **STATEMENT OF WORK (SOW)**

### **LANDSCAPE AND GROUNDS MAINTENANCE SERVICES**

#### **AREA 8**



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# **STATEMENT OF WORK (SOW)**

## **1.0 SCOPE OF WORK**

Contractor will provide landscape and grounds maintenance services for the LA County Library facilities listed in Attachment I (Service Location and Specifications) of the SOW, by providing all labor, supervision, equipment, materials and supplies necessary for Contractor's performance under this Contract. The landscape and grounds maintenance services include, but are not limited to: site inspection, litter control, mowing and edging of turf, providing weed control and/or eradication of weeds, raking planter beds and turf area, sweeping, aerification of turf area, rodent control, pruning and trimming of shrubs/hedges, pruning and annual trimming of trees, operating and maintaining water and irrigation systems, applying fertilizer, insect/disease control, plant material management, and providing the necessary on-going maintenance of additional tasks as provided for herein. Contractor will also perform Unanticipated Work as described in Section 9.0 (Unanticipated Work) of the SOW, on an as-needed basis as determined and authorized by the County. All unanticipated work will be coordinated by the County Contract Project Monitor and will be considered completed upon successful inspection.

Contractor acknowledges personal inspection of the facilities and has evaluated the extent to which the physical condition thereof will affect the services to be provided. Contractor accepts the premises in their present physical condition, and agrees to make no demands upon the County for any improvements or alterations thereof.

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

2.1 County reserves the right to amend the Contract to reflect any changes by an increase or decrease in the number of library facilities, specific tasks, and/or days of service as listed in Attachment I (Service Location and Specifications). County will notify the Contractor, in writing, at least ten (10) business days prior to the effective date of the modification. Exhibit B (Pricing Schedule) of the Contract, requires that proposals include a flat weekly rate for each library facility. The rate specified will be used to adjust the Contract price in the event of an increase or decrease in days of service. Contractor will be compensated for the maintenance of additional library facilities designated after the Contract's commencement date based on the submission of an approved maintenance cost per library facility. This cost estimate will not exceed the cost to provide landscape and grounds maintenance services for a similar size library facility being maintained. Payment adjustment will be made to reflect such modification in services on a pro-rata basis commensurate with the number of library facilities and/or days of service increased or decreased in the affected area. County will determine the need for modification referenced herein.



- 2.2 All changes must be made in accordance with Section 8 (Standard Terms and Conditions), and Section 8.1 (Amendments) of the Contract.

### **3.0 QUALITY CONTROL**

Contractor will establish and utilize a comprehensive Quality Control Plan to assure the County a consistently high level of service throughout the term of the Contract. The Plan will be submitted to the County Contract Project Monitor for review within ten (10) day of Contract award. The Plan will include, but may not be limited to the following:

- 3.1 Method of monitoring to ensure that Contract requirements are being met.
- 3.2 A record of all inspections conducted by the Contractor, any corrective action taken, the time a problem was first identified, a clear description of the problem, and the time elapsed between identification and completed corrective action, will be provided to the County upon request.

### **4.0 QUALITY ASSURANCE PLAN**

County will evaluate the Contractor's performance under this Contract using the quality assurance procedures as defined in Section 8 (Standard Terms and Conditions), Section 8.15 (County's Quality Assurance Plan) of the Contract.

#### **4.1 Meetings**

Contractor is required to attend a scheduled monthly meeting (as needed). Advance notification will be given at least one (1) business day prior; however, depending on the importance of the issue, a meeting may be scheduled during the same business day.

#### **4.2 Contract Discrepancy Report**

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

The County Contract Project Monitor will determine whether a formal Contract Discrepancy Report will be issued (see Exhibit 1 (Contract Discrepancy Report) of the SOW Exhibits). Upon receipt of this document, the Contractor is required to respond in writing to the County Contract Project Monitor within five (5) business days, acknowledging the reported discrepancies or presenting contrary evidence. A plan for correction of all deficiencies identified in the Contract Discrepancy Report will be submitted to the County Contract Project Monitor within ten (10) business days.



### **4.3 County Observations**

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

## **5.0 DEFINITIONS**

Throughout this SOW, references are made to certain persons, groups, or Departments/Agencies. For convenience, a description of specific definitions can be found in Section 2 (Definitions) of the Contract. The headings are for convenience and reference only and are not intended to define the scope of any provision thereof.

## **6.0 RESPONSIBILITIES**

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

### **COUNTY**

#### **6.1 Personnel**

County will administer the Contract in accordance with Section 6 (Administration of Contract – County) of the Contract. Specific duties will include:

- 6.1.1 Monitoring the Contractor's performance in the daily operation of this Contract.
- 6.1.2 Providing direction to the Contractor in areas relating to policy, information and procedural requirements.
- 6.1.3 Preparing Amendments in accordance with Section 8 (Standard Terms and Conditions), Section 8.1 (Amendments) of the Contract.

#### **6.2 Furnished Items**

##### **6.2.1 Keys/Remote Controls**

The County will provide two (2) sets of keys/remote controls for access, at no cost to the Contractor, to all library facilities listed in Attachment I that need keys/remote controls for access. The Contractor will acknowledge receipt of the keys/remote controls on a memorandum furnished by the County. All such keys/remote controls are property of the County and will be returned to the County Project Manager upon termination of the



Contract. **At no time are the keys to be duplicated by the Contractor.** Any lost keys/remote controls will be replaced by the County at the expense of the Contractor at the same current replacement cost that the County pays. If a key/remote control is bent/broken/damaged in any way, a new one will be re-issued and receipt acknowledged once the damaged key/remote control is returned. The Contractor accepts full responsibility for all keys/remote controls issued.

#### **6.2.2 Utilities**

County will provide all utilities, including gas, electricity, and water. However, water usage will not exceed an amount required to comply with irrigation schedules established by the County.

Contractor will pay for all excessive utility usage due to the Contractor's failure to monitor irrigation system malfunctions or unauthorized increases in the frequency of irrigation. The excess cost will be determined by comparing current usage with historical usage for the same time period. The excess cost factor, to be deducted from payments to the Contractor from the County will be presented to the Contractor by the County prior to the actual deduction to allow for explanations.

### **CONTRACTOR**

#### **6.3 Contract Project Manager**

- 6.3.1 Contractor will provide a full-time Contract Project Manager or designated alternate. Contractor will provide a telephone number where the Contract Project Manager may be reached 365 days per year from 7:00 a.m. – 6:00 p.m.
- 6.3.2 Contract Project Manager will act as a central point of contact with the County.
- 6.3.3 Contract Project Manager will have a minimum of three (3) years of experience.
- 6.3.4 Contract Project Manager/alternate will have full authority to act for Contractor on all matters relating to the daily operation of the Contract. Contract Project Manager/alternate will be able to effectively communicate, in English, both orally and in writing.

#### **6.4 PERSONNEL**

- 6.4.1 Contractor will assign fully trained and qualified personnel.



- 6.4.2 Contractor will assign a sufficient number of employees to perform the required work. At least one employee on site will be authorized to act for the Contractor in every detail and must speak and understand English.
- 6.4.3 Contractor will be required to background check their employees as set forth in Section 7.5 (Background and Security Investigations) of the Contract and Section 6.4.6 of this SOW.
- 6.4.4 Contractor will ensure that **only** personnel assigned to the Contract or specialty crew are permitted on the library grounds at all times.
- 6.4.5 County may, at any time, give the Contractor written notices to the effect that the conduct or action of a designated employee of the Contractor is, in the reasonable belief of the County, detrimental to the interest of the public patronizing the premises. Contractor will meet with representatives of the County to consider the appropriate course of action with respect to such matter and the Contractor will take reasonable measures under the circumstances to assure the County that the conduct and activities of the Contractor's employee will not be detrimental to the interest of the public patronizing the premises. County has the right to approve or disapprove the Contractor's employees as set forth in Section 7.3 (Approval of Contractor's Staff) of the Contract.
- 6.4.6 No personnel employed by the Contractor and providing the services herein will have a criminal conviction record or pending criminal trial for a felony or misdemeanor offense, unless such record has been disclosed and employment of the employee for this service has been approved in writing by the County.
- 6.4.7 Contractor cannot assign employees under the age of eighteen (18) to perform work at the library facilities listed in the Contract.
- 6.4.8 Contractor's employees' activities will be closely monitored to detect operational irregularities and non-compliance with contractual requirements. It is the Contractor's responsibility to see that the organization oversees the activities, and does not delay, ignore, or otherwise limit contractual obligations to a task, site or operational request from the County.

## **6.5 Uniforms/Identification Badges**

- 6.5.1 Contractor employees assigned to County facilities will wear an appropriate uniform at all times. Uniform is to consist of a shirt with the company name on it. Uniform pants are optional. All



uniforms will be provided by and at Contractor's expense.

- 6.5.2 Contractor will ensure their employees are appropriately identified as set forth in Section 7.4 (Contractor's Staff Identification) of the Contract.
- 6.5.3 Contractor will ensure that every on-duty Contractor employee wears a visible photo identification badge identifying the following: employee name, physical description, and company name. Such badge will be displayed on employee's person at all times when he/she is on County designated property.
- 6.5.4 Contractor may be assessed liquidated damages for failure to comply with uniform and identification badge requirements.

## **6.6 Materials and Equipment**

- 6.6.1 The purchase of all materials/equipment to provide the needed services is the responsibility of the Contractor. Contractor will use materials and equipment that are safe for the environment and safe for use by the employee.
- 6.6.2 All Contractor employees must wear safety and protective gear in accordance with the State of California OSHA standards and will be maintained in accordance to the manufacturer's standards and specifications.
- 6.6.3 Contractor is required to keep all equipment used to maintain the library facilities in a safe and operable manner. All equipment will be checked daily for safety.
- 6.6.4 Contractor will be required to clearly identify and equip each vehicle used at said facilities with decals on the exterior right and left front door panels identifying the Contractor's name, and phone number.
- 6.6.5 Upon commencement of the Contract, the Contractor is required to provide the County with the Safety Data Sheets (SDS) for all chemicals utilized in their maintenance process. It is the responsibility of the Contractor to monitor the accuracy of each SDS and to replace them immediately with the most current information when products are replaced. Failure to provide all SDS during the term of the Contract may result in liquidated damages.

## **6.7 Training**

- 6.7.1 Contractor will provide training programs to all Contractor employees assigned to this Contract on the duties and



responsibilities of the SOW, including continuing in-service training.

- 6.7.2 Contractor will provide training to all Contractor employees regarding the safe handling of equipment.
- 6.7.3 The Contractor's crew leader and operational staff, as well as their supervisory and management staff, will be fully versed in the operational mandates and time lines. An outline of the task requirements, schedule, and time lines for each facility will be kept with each operating crew.
- 6.7.4 All company training records must include a course outline of subjects trained and a signature from the Contractor employee acknowledging training and understanding. Training records including course materials must be available for inspection at the request of the County.

## **6.8 Contractor's Office**

Contractor will maintain an office with a telephone in the company's name where the Contractor conducts business. The office will be staffed during the hours of 8:00 a.m. to 5:00 p.m. (PST), Monday through Friday, by at least one employee who can respond to inquiries and complaints which may be received about the Contractor's performance of the Contract. **The Contractor must respond within thirty (30) minutes of receipt of the call.** When the office is closed, an answering service shall be provided to receive calls. The Contractor will answer calls received by the answering service by the start of the next business day.

## **6.9 Contractor's Damage**

- 6.9.1 All damages incurred to existing library facilities by the Contractor's operation will be repaired or replaced at the Contractor's expense.
- 6.9.2 All such repairs or replacements will be completed within the following agreed upon time frames:
  - 1. Irrigation damage will be repaired or replaced within one (1) watering cycle.
  - 2. All damages to shrubs, trees, turf or ground cover will be repaired or replaced within five (5) working days.
- 6.9.3 All repairs or replacements will be completed according to the following maintenance practices:
  - 1. Trees  
Minor damage such as bark lost from impact of mowing equipment will be remedied by a qualified tree surgeon or



certified arborist. If damage results in loss of a tree, the damaged tree will be removed and replaced to comply with the specific instructions of the County.

2. Shrubs

Minor damage may be corrected by appropriate pruning as required in Section 17.0 (Specific Work Requirements – Landscape Management), Section 17.9 (Clearance, Shrub Pruning and Hedge Trimming/Shaping) of the SOW. If damage results in loss of a shrub, the damaged shrub will be removed and replaced to comply with the specific instructions of the County.

3. Chemicals

All damage resulting from chemical operation, either spray-drift or lateral leaching will be corrected according to the aforementioned maintenance practices and the soil conditioned to insure its ability to support plant life.

4. Appurtenances

All damage caused to components from accidents or cumulative effects of the Contractor's employees improperly applying materials or other incidents caused by the carelessness of the Contractor's employees will be corrected at the Contractor's expense.

## **6.10 Emergency Procedures**

Contractor will immediately report any emergency situations such as vandalism, broken water pipes, windows, doors, etc., by calling the following:

1. During County business hours, the Contractor will call the County Contract Project Monitor.
2. After County business hours, the Contractor will call the County Library Facilities Services Call Center at **(888) 225-0281**, 24/7/365 days a year.

## **7.0 HOURS/DAYS OF WORK**

- 7.1 Contractor may provide landscape and grounds maintenance services from 7:00 a.m. to 6:00 p.m., Monday through Friday, but has the option to provide service Sunday through Saturday; and will not violate the noise restrictions specified in Section 11.4 (Noise) of the SOW.



- 7.2 Contractor will provide adequate staffing to perform the required maintenance services during the prescribed days and hours per week. Any changes in the days and hours of operation prescribed above will be subject to approval by the County.
- 7.3 Contractor will not work or perform any operations, particularly during periods of inclement weather, which may destroy or damage groundcover or turf areas.
- 7.4 Contractor recognizes, that during the course of this Contract, other activities and operations may be conducted by County work forces and other contracted parties. Contractor may be required to modify or curtail certain tasks and operations and will promptly comply with any request therefore by the County.
- 7.5 Contractor is not required to work on County-recognized holidays. County will provide a list of the County-recognized holidays to the Contractor upon commencement of the Contract, and annually, at the beginning of the calendar year.

## **8.0 WORK SCHEDULES**

- 8.1 Contractor will submit for review and approval a work schedule for each library facility to the County within ten (10) business days prior to the start of the Contract. Said work schedules will be set on an annual calendar identifying all the required on-going maintenance tasks and task frequencies.
- 8.2 Contractor will submit revised schedules when actual performance differs substantially from planned performance. Said revisions will be submitted to the County Project Manager for review and approval within five (5) business days prior to scheduled time for work.
- 8.3 The above provisions are not to be construed to eliminate the Contractor's responsibility in complying with the requirements to notify the County for specialty type maintenance as set forth within Section 9.0 (Unanticipated Work) of the SOW.

## **9.0 UNANTICIPATED WORK**

- 9.1 The County Project Director or his/her designee may authorize the Contractor to perform unanticipated work, including, but are not limited to, repairs and replacements when the need for such work arises out of extraordinary incidents such as vandalism, acts of God, and third party negligence; or to add to, modify or refurbish existing facilities, any special events, and facilities where services are being provided by other entities. This will include evening and weekends. Due to the nature of these functions, it is anticipated that the



Contractor can provide the necessary service by rescheduling his work force rather than incurring premium overtime pay.

- 9.2 The County Contract Monitor will provide the Contractor a statement of work specific to the request and timeframe of the work to be started and completed. Prior to performing any unanticipated work, Contractor will prepare and submit a written quote which includes the description of the work, with a cost of labor and materials. Refer to Additional Specialty/As-Needed Services on Exhibit B (Pricing Schedule) of the Contract for each library facility. Whenever possible, the County Contract Project Monitor will provide notice to the Contractor within five (5) business days the service is to be started. If immediate action is needed, a verbal authorization can be given by the County to perform unanticipated work; and a written description of the work completed with a cost of labor and materials must be submitted within one (1) business day to the County. If the unanticipated work exceeds the Contractor's estimate, the County Project Director or his/her designee must approve the excess cost. In any case, no unanticipated work will commence without written/verbal authorization from the County.
- 9.3 If the Contractor discovers a condition where there is imminent danger of injury to the public or damage to property, Contractor will contact the County Project Director via telephone for approval to correct the condition before beginning the work. A written estimate will be sent within twenty-four (24) hours for approval.
- 9.4 Contractor will commence all unanticipated work on the established specified date. Contractor will proceed diligently to complete said work within the time allotted.
- 9.5 The County reserves the right to perform unanticipated work itself or assign the work to another Contractor.

## **10.0 USE OF CHEMICALS**

- 10.1 All Contractors' work involving the use of chemicals will be in compliance with all federal, state and local laws and will be accomplished by a Certified Applicator under the direction of a Licensed Pest Control Advisor (PCA). The Contractor, in complying with the California Food and Agricultural Code, will provide a copy of a valid Pest Control Operator's License, a valid Pest Control Advisor's License, and a Qualified Applicator's License in the proper categories for the work to be done, or a copy of said licenses from a Subcontractor prior to using any and all applicable chemicals within the area(s) to be maintained for the County.
- 10.2 A listing of proposed chemicals to be used including commercial name, application rates, and type of usage will be submitted to the County for approval at the commencement of the Contract. No work will begin until written approval of use is obtained from the County.



- 10.3 Chemicals will only be applied by those persons possessing a valid California Certified Applicator's license. Application will be in strict accordance with all governing regulations.
- 10.4 Records of all operations stating dates, times methods of application, chemical formulations, applicator's names, and weather conditions will be made and retained in an active file for a minimum of four (4) years.
- 10.5 All chemicals requiring a special permit for use must be registered with the County Agricultural Commissioner's Office and a permit obtained with a copy to the County.
- 10.6 All regulations and safety precautions listed in the "Pesticide Information and Safety Manual" published by the University of California will be adhered to.
- 10.7 Chemicals will be applied when air currents are still, to prevent drifting onto adjacent property and toxic exposure to persons whether or not they are in or near the area of application.
- 10.8 Contractor will maintain a record of monthly/annual consumption of approved chemicals to be made available to the County upon request.
- 10.9 Contractor will adhere to Sub-Section 8.55 (Integrated Pest Management Program Compliance) of the Contract.

## **11.0 SAFETY**

- 11.1 Contractor agrees to perform all work outlined in this Contract in a way that meets all accepted standards for safe practices during the maintenance operation and to safely maintain equipment and materials or other hazards consequential or related to the work; and agrees additionally to accept the sole responsibility for complying with all local, county, state or other legal requirements including but not limited to full compliance with the terms of the applicable O.S.H.A and Cal-O.S.H.A Safety Orders at all times to protect all persons including the Contractor's employees, agents of the County, vendors, members of the public or others from foreseeable injury or damage to their property. Contractor will inspect all potential hazards at said facilities and keep a log indicating dates inspected and action taken.
- 11.2 It will be the Contractor's responsibility to inspect, and identify, any condition(s) that renders any portion of the premises unsafe, as well as any unsafe practices occurring thereon. County will be notified immediately of any unsafe condition that requires major correction. Contractor will be responsible for making minor corrections including but not limited to filling holes in turf areas, using barricades or traffic cones to alert patrons of the existence of hazards, replacing valve box covers, and to protect members of the public or others from injury. During normal hours the Contractor will obtain emergency



medical care for any member of the public who is in need thereof, because of illness or injury occurring on the premises. Contractor will cooperate fully with County in the investigation of any accidental injury or death occurring on the premises including a complete written report thereof to the County within five (5) days following the occurrence.

- 11.3 Contractor is responsible for ensuring that the Contractor's employees are properly equipped and attired (work gloves, uniform, eye and ear protection, etc.) to ensure their safety. Contractor is responsible for replacing any equipment and attire that no longer comply with the safety standard. Failure to comply will result in liquidated damages.

**11.4 Noise**

Contractor will not prepare for or initiate any operations or use any equipment **before 7:00 a.m.** that would violate local noise ordinances or noise reduction needs.

**12.0 NON-INTERFERENCE**

Contractor will not interfere with the public use of the premises and will conduct its operations as to offer the least possible obstruction and inconvenience to the public or disruption to the peace and quiet of the area within which the services are performed.

**13.0 SIGNS/IMPROVEMENTS**

Contractor will not post signs or advertising matter upon the premises or improvements thereon, unless prior approval is obtained from the County.

**14.0 NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM**

Contractor will not allow any debris from its operations under this Contract to be deposited into the storm drains and/or gutters in violation of the National Pollutant Discharge Elimination System.

**15.0 STORAGE FACILITIES**

County will not provide storage facilities for the Contractor.

**16.0 REMOVAL OF DEBRIS**

- 16.1 All debris derived from the landscape and grounds maintenance services specified herein will be removed from County property and disposed of in accordance with local, state, and federal policies at the Contractor's expense.
- 16.2 Contractor will not use the trash bins at the library facility locations for disposal of green material at any time. Failure to comply will result in liquidated damages.



- 16.3 Upon commencement of the Contract, Contractor will provide the name and location of the Contractor's green disposal site.

## **17.0 SPECIFIC WORK REQUIREMENTS – LANDSCAPE MANAGEMENT**

Contractor is required to complete all specific work requirements listed below in a professional, workmanlike manner, and with nothing but the highest of standards at no less than the frequencies set forth herein. The safety of workers and the public is paramount. If an operation cannot be thoroughly completed within the designated time frame, Contractor will immediately notify the County Contract Project Monitor. Failure to comply will result in liquidated damages.

### **17.1 Site Inspections and Reporting**

- 17.1.1 Site Inspection and Reporting will be performed fifty-two (52) times per year; once each week.
- 17.1.2 Prior to proceeding with any landscape and grounds maintenance task, the site will be inspected by a knowledgeable and responsible Contractor employee, who will determine the practicality of initiating the operation.
- 17.1.3 Grounds will be inspected for, but not limited to, overgrown, dead and/or damaged trees, shrubs, and plants. Contractor will report and make recommendations for any improvements needed to the County Project Manager.
- 17.1.4 New or Newly Renovated Facilities: Contractor will ensure that the landscape is maintained at the level of quality equal or better than when it was first completed/installed and turned over to the Contractor. Contractor is responsible for monitoring the health of the new plants/vegetation, including mulch/wood chips and irrigation, to ensure health and normal growth. Contractor shall replace plants/vegetation as necessary.
- 17.1.5 Mulch or Wood Chips: Planters will be inspected to ensure mulch or wood chips are added where recommended and if in place (or once installed) the amount and quality is maintained and/or replenished to ensure an attractive landscape area, as appropriate to the area and plant material. Unless otherwise directed, the addition of mulch or wood chips is authorized as additional work and invoiced as Unanticipated Work, provided that the Contract Monitor is notified prior to installation.
- 17.1.6 Concrete areas will be inspected for cracks, crevices, and deterioration. If found, Contractor will immediately notify the County Contract Project Monitor.



## 17.2 Litter Control

- 17.2.1 Litter Control will be performed fifty-two (52) times per year; once each week.
- 17.2.2 Grounds will be thoroughly inspected for litter to ensure a neat appearance within the hard surfaces, developed, bare, and undeveloped areas to be maintained including, but not limited to, walkways, roadways, service roads, between and around planted areas, steps, planters, drains, stream beds, areas on slopes from the toe or top of the slope to ten (10) feet up or down the slope adjacent to developed areas, catch basins, parking lot corners, and other parking lot areas inaccessible to power equipment.
- 17.2.3 Litter pick-up includes, but is not limited to, removal of paper, rocks, glass, trash, undesirable materials, including fallen tree branch(es) that could fit in the bed of a mini-truck and be handled by one person, without reduction, siltation, and other accumulated debris.
- 17.2.4 Supplemental hand sweeping will be done to areas inaccessible to power equipment.

## 17.3 Swales and Drains

- 17.3.1 All swales, drains, and collection boxes will be inspected, maintained in an operable condition, and free of siltation, debris, and litter so that water will have an unimpeded passage to its outlet, by performing the hereafter specified operations and all other work incidental thereto.
- 17.3.2 Drain grates will be inspected to restrict hazards. If any broken or missing grates are found, Contractor will secure same to keep the area safe for public use, and immediately notify the County Contract Project Monitor.

## 17.4 Mowing

- 17.4.1 Mowing operations of all turf areas will be performed forty-three (43) times per year as follows:
  - 1. During the warm season (April 1 through November 30), all turf areas will be mowed no less than once each week for a total of thirty-five (35) times.
  - 2. During the cool season (December 1 through March 31), all turf areas will be mowed no less than once every two weeks for a total of eight (8) times.



- 17.4.2 Mowing operations will be performed in a professional manner that ensures a smooth surface appearance without scalping or allowing excessive cuttings to remain.
- 17.4.3 All equipment will be adjusted to proper cutting heights and will be adequately sharpened.
- 17.4.4 Mowing height will be appropriate to turf species, season, and use parameters. Mowing heights may vary for special events and conditions.
- 17.4.5 Mowing operation will be on a schedule that is acceptable to the County.
- 17.4.6 Walkways will be cleaned immediately following each mowing so that no clippings create a hazardous condition.
- 17.4.7 Mowing of turf at each facility will be completed in one operation.

#### **17.5 Mechanical Edging**

- 17.5.1 Mechanical edging of all turf areas will be performed twenty-six (26) times per year as follows:
  - 1. During the warm season (April through November), mechanical edging will be performed no less than once every two weeks for a total of eighteen (18) times.
  - 2. During the cool season (December through March), mechanical edging will be performed no less than once every two weeks for a total of eight (8) times.
- 17.5.2 Mechanical edging of groundcover will be performed twelve (12) times per year; once each month.
- 17.5.3 All turf edges, including designed edges in flower beds, will be kept neatly edged and all grass invasions must be eliminated.
- 17.5.4 All turf edges including but not limited to sidewalks, driveways, curbs, shrub beds, flower beds, groundcover beds, and around tree bases will be edged to be a neat and uniform line.
- 17.5.5 Mechanical edging of turf will be completed as one operation in a manner that results in a well-defined, V-shaped edge that extends into the soil. Such edging will be done with a power edger with a rigid blade.



- 17.5.6 All turf edges will be trimmed or limited around sprinklers to provide optimum water coverage, valve boxes, meter boxes, backflow devices, equipment and other obstacles.
- 17.5.7 All groundcover and flower bed areas where maintenance next to turf areas will be kept neatly edged and all grass invasions eliminated.
- 17.5.8 Walkways will be cleaned immediately following each mechanical edging to remove accumulated debris and limit hazardous conditions.

## 17.6 Weed Removal

- 17.6.1 Weed removal will be performed as follows:
  - 1. Walkways, beds, planters, and landscape will be performed fifty-two (52) times per year; once each week.
  - 2. Developed areas of a facility that have become denuded will be performed twenty-six (26) times per year; once every two weeks.
  - 3. Designated areas of a facility which are left in a natural state so that the plant's root systems are utilized to stabilize the soil, which may occasionally need to be controlled to a given height for appearance or fire suppression reasons, will be performed twenty-six (26) times per year; once every two weeks.
- 17.6.2 All grass-like weeds, morning glory or vine-weed types, ragweed, volunteer plants, and/or other underground spreading weeds will be kept under strict control.
- 17.6.3 Methods for removal of weeds can incorporate one or all four of the following:
  - 1. Hand removal (Mechanical)
  - 2. Cultivation
  - 3. Chemical Eradication
  - 4. Mulching
- 17.6.4 Remove or control all weeds and grass from the following areas: beds, planters, walkways, drainage areas, expansion joints in all hard surface areas, driveways, roadways, slopes and hillsides, bare areas, and undeveloped areas.



- 17.6.5 Remove all weeds mechanically from shrub beds, planters, and other cultivated areas.
- 17.6.6 Weeds treated using a contact weed chemical, systematic chemical will be left in place per manufacturer's recommendation. If the kill is not completed by the time specified in the manufacturer's recommendation, a second application at no additional cost to the County will be made.
- 17.6.7 After a complete kill, all dead weeds will be removed from the areas.
- 17.6.8 Contractor will adhere to Sub-Section 8.55 (Integrated Pest Management Program Compliance) of the Contract.

## **17.7 Raking**

- 17.7.1 Raking will be performed fifty-two (52) times per year; once each week.
- 17.7.2 Accumulation of leaves will be removed from all landscape areas including beds, planters and turf areas, under trees and will be removed and disposed of offsite at the end of each day's work.

## **17.8 Sweeping**

- 17.8.1 Sweeping will be performed fifty-two (52) times per year; once each week.
- 17.8.2 Walkway and step sweeping includes, but is not limited to, the removal of all foreign objects from surfaces such as gum, grease, broken glass, cans, bottles, and other foreign objects not designed to be part of the landscape.
- 17.8.3 Methods for sweeping of designed areas may incorporate one or all of the following:
  - 1. Power pack blowers
  - 2. Vacuums
  - 3. Brooms
  - 4. Push power blowers
- 17.8.4 In the event the Contractor elects to use power equipment to complete such operations, the Contractor will be subject to local ordinances regarding noise levels. Contractor will adhere to Section 11.4 (Noise) of the SOW. If power blowers are forbidden, Contractor will find alternate ways to accomplish the task. Any



schedule of such operations may be modified by the County in order to insure that the public is not unduly impacted by the noise or dust pollutants created by such equipment.

- 17.8.5 Supplemental hand sweeping of parking lot corners and other parking lot areas are required in those areas inaccessible to power equipment.
- 17.8.6 When using power equipment in the parking lot area around vehicles, the Contractor will take care to ensure that no debris is sprayed or left on the vehicles.

#### **17.9 Clearance, Shrub Pruning and Hedge Trimming/Shaping**

- 17.9.1 Clearance, shrub pruning and hedge trimming/shaping will be performed twelve (12) times per year; once each month.
- 17.9.2 Prune shrubs to encourage healthy growth habits and shaped in order to retain their natural form and proportionate size. Restrict growth of shrubbery to area behind curbs and walkways within planter beds by trimming. Under no circumstances will hedge shears be used as a means of pruning.
- 17.9.3 All plant materials will be pruned where necessary to maintain access and safe vehicular and pedestrian visibility and clearance and to prevent or eliminate hazardous situations.
- 17.9.4 All dead shrubs will be removed with approval from the County Project Manager.
- 17.9.5 All dead, diseased and unsightly branches, vines or other growth will be removed as they develop.
- 17.9.6 All ground cover areas will be pruned to maintain a neat edge along planter box walls. Any runners that start to climb buildings, shrubs or trees will be pruned out of these areas.
- 17.9.7 All pruned or trimmed plant material will be removed and disposed of offsite at the end of each day's work.

#### **17.10 Aerification**

- 17.10.1 Aerification will be performed two (2) times per year during months of April through November.
- 17.10.2 All Aerification will be approved by the County prior to application.



- 17.10.3 Aerate all turf areas by using a device that removes one-half (1/2) inch cores to depth of two (2) inches and not more than six (6) inch spacing.

#### **17.11 Fertilization**

- 17.11.1 Fertilization will be performed three (3) times per year during the months of April through November.
- 17.11.2 All fertilization will be approved by the County prior to application.
- 17.11.3 Application of the fertilizer will be done in sections, determined by the areas covered by each irrigation system. All areas fertilized will be thoroughly soaked immediately after fertilization.
- 17.11.4 All turf areas will receive not less than one (1) pound of actual available nitrogen in a balance fertilizer form for each one thousand (1,000) square feet of turf area. All fertilizer will be inorganic and granular in form with an approximate ratio of 4 - 1½-2.
- 17.11.5 Areas will be fertilized utilizing ratios and mixtures recommended by the County at the rate of application per the manufacturer's recommendation.
- 17.11.6 Contractor will adhere to Sub-Section 8.55 (Integrated Pest Management Program Compliance) of the Contract.

#### **17.12 Chemical Edging/Detailing**

- 17.12.1 Chemical edging and detailing will be performed twelve (12) times per year; once each month.
- 17.12.2 Prior to proceeding with any chemical application, the site is to be inspected by a knowledgeable and responsible Contractor employee, who will determine the practicality of initiating the operation.
- 17.12.3 Chemical application may be used in and around areas such as planters, areas adjacent to trees, fence lines, sprinkler heads, etc. Prior to application of chemicals, all areas will be trimmed to proper mowing height. Chemicals will be applied in a manner to minimize drift. Precautionary measures will be employed since all areas will be open for public access during application.
- 17.12.4 Water will not be applied to treated areas for forty-eight (48) hours after each application.



- 17.12.5 Where trees and shrubs occur in turf areas, all grass growth will be limited to at least eighteen (18) inches away from the trunks of trees and away from the drip line of shrubs by use of approved chemicals.
- 17.12.6 Linear chemical edging of turf boundaries may be performed in a way that ensures a defined turf edge and limits its encroachment into beds or across boundaries where it is impractical to edge mechanically. A six (6) inch barrier width will be considered normal.
- 17.12.7 Detailing of sprinkler heads (to provide maximum water coverage), valve boxes, meter boxes, and similar obstacles in turf areas may be performed in a manner that ensures operability, ease of location and/or a clean appearance. A six (6) inch barrier width will be considered normal.
- 17.12.8 Weeds treated using a contact weed chemical or systematic chemical will be left in place per manufacturer's recommendation. If the kill is not complete by the time specified in the manufacturer's recommendation, additional application(s) will be made, at no additional cost to the County.
- 17.12.9 After a complete kill, all dead weeds will be removed and disposed of offsite at the end of each day's work.
- 17.12.10 Contractor will adhere to Sub-Section 8.55 (Integrated Pest Management Program Compliance) of the Contract.

### **17.13 Rodent Control**

- 17.13.1 Rodent Control will be performed twelve (12) times per year; once each month.
- 17.13.2 All areas will be maintained free of rodents including but not limited to gophers and ground squirrels causing damage to turf, shrubs, ground cover, trees, and irrigation systems. Mechanical and chemical methods will be used for this control.
- 17.13.3 Effect of rodent activity, such as holes, mounds, etc., will be backfilled, removed or raked level before mowing the facilities.
- 17.13.4 Infestation eradication means the elimination of all rodents present at the time of treatment. If kill is not complete within forty-eight (48) hours, the area will be retreated, at the Contractor's expense, until eradication is complete.
- 17.13.5 Contractor will adhere to Sub-Section 8.55 (Integrated Pest Management Program Compliance) of the Contract.



## 18.0 SPECIFIC WORK REQUIREMENTS – WATERING/IRRIGATION MANAGEMENT

Contractor is required to complete all specific work requirements listed below in a professional, workmanlike manner, and with nothing but the highest of standards at no less than the frequencies set forth herein. The safety of workers and the public is paramount. If an operation cannot be thoroughly completed within the designated time frame, Contractor will immediately notify the County Contract Project Monitor. Failure to comply will result in liquidated damages.

Contractor will, at all times, maintain the irrigation system, including **lateral lines**, in an operational state. The irrigation system consists of automatic controllers, control valves, gate valves, risers, quick couplers, swing joints and sprinkler heads. Maintenance of the irrigation system, includes providing small parts such as, solenoids, filter screens, diaphragms, gaskets, springs, screws, adjustment screws, washers, 'O' rings, wiring and nozzles.

County is responsible for the main lines and back flow.

### 18.1 Site Inspection and Reporting

- 18.1.1 Site Inspection and Reporting will be performed fifty-two (52) times per year; once each week.
- 18.1.2 Prior to proceeding with any watering/irrigation management task, the site will be inspected by a knowledgeable and responsible Contractor employee, who will determine the practicality of initiating the operation.
- 18.1.3 Irrigation system will be inspected for system malfunction and hazards created by the system. A comprehensive monthly system operability check will identify malfunctions and needs for repair. If found, Contractor will mitigate any hazards and immediately notify the County Contract Project Monitor of all malfunctions, hazards, and emergencies.
- 18.1.4 Inspect for operability and proper adjustment of controllers, quick couplers, valves, and sprinkler heads. Contractor will adjust and correct for coverage.
- 18.1.5 Visual inspection of systems impact on landscape and checking of valve boxes for safety and security purposes.
- 18.1.6 Mulch and wood chips will be maintained at a level and quality to cover and protect the irrigation system and ensure adequate moisture level. Unless otherwise directed, the addition of mulch or wood chips is authorized as additional work and invoiced as Unanticipated Work, provided that the Contract Monitor is notified prior to installation.



## **18.2 Irrigation and System Operability and Testing**

- 18.2.1 Irrigation and System Operability and Testing will be performed fifty-two (52) times per year; once each week.
- 18.2.2 To ensure the operability of the irrigation system, Contractor will cycle controller(s) through each station manually and automatically, and check the function of all facets of the irrigation system. Contractor will report any damage or incorrect operation to the County Contract Project Monitor.
- 18.2.3 During testing, Contractor will do the following:
1. Adjust all sprinkler heads for the correct coverage to prevent excessive runoff and/or erosion and to prevent the spread of water onto roadways, sidewalks, windows, hard surface areas and private property.
  2. Unplug clogged heads and flush lines to free lines of rock, mud, and debris.
  3. Record and report all system malfunctions, damage, and obstructions to the County Contract Project Monitor and take corrective action.
  4. Replace or repair inoperable irrigation equipment identified as the Contractor's responsibility.
- 18.2.4 Repair and/or replace, as determined by the County, damaged or inoperable sprinkler heads, as needed. Missing or broken heads must be replaced immediately to conserve water.
- 18.2.5 Control the irrigation system during inclement weather conditions and limit the use of water concurrent with the weather situation to the satisfaction of the County.
- 18.2.6 Irrigate to maintain adequate growth and appearance as needed by hand watering, operation of manual valves, proper utilization and scheduling of controllers to comply with watering requirements of the premises and the bleeding valves.
- 18.2.7 Flush irrigation pipelines after repair or replacement of irrigation components.
- 18.2.8 If an automatic irrigation system, or a portion of a system malfunctions, the Contractor, when authorized by the County, will be responsible for the manual manipulation of that system for



period of 30 days from the date of the authorization. If the system requires manual manipulation for a greater period, the County may opt to pay the Contractor supplemental pay to continue the manual manipulation, or the County may decide to terminate the supplemental irrigation.

### **18.3 Watering and Irrigation System Management**

- 18.3.1 Watering and Irrigation System Management will be performed fifty-two (52) times per year; once each week.
- 18.3.2 Watering is to be scheduled at night after the library closes, between the hours of 10:00 p.m. to 4:00 a.m.
- 18.3.3 Contractor will set/adjust watering schedules following daylight savings time change to ensure the timers are reset to run between the hours stated in Section 18.3.2.
- 18.3.4 Contractor will reset the timers to any location that has had a power outage, ensuring that the schedule is set to the hours stated in Section 18.3.2.
- 18.3.5 Watering requirements by plant vary according to the season in a particular year. Contractor will pay extremely close attention to the demands of the plants as influenced by their exposure to sun, wind, shade, and location in the individual planters. The variation in the size of plants installed, as well as the varieties, will be taken into consideration.
- 18.3.6 All landscaped and turf areas will be irrigated as required to maintain adequate growth and appearance with a scheduled most conducive to plant growth.
- 18.3.7 The delivery of adequate moisture to the landscaped areas will include, but not be limited to, hand watering, operation of manual valves, proper utilization of automatic controllers, and the bleeding of valves.
- 18.3.8 To provide adequate soil moisture, Contractor will consider the soil conditions, humidity, minimizing runoff, and the relationship of conditions, which affect day and night watering. This may include daytime watering during freezing weather to prevent icy conditions and manual operation of the irrigation system and/or hand watering with portable sprinklers during periods of windy or inclement weather. A soil probe will be used to depth of twelve inches (12") to determine the water penetration by random testing of the root zones.



- 18.3.9 Watering will be regulated to avoid interference with any use of the facility, roadways, paving, walkways, or areas as designated for scheduled special events.
- 18.3.10 In the areas where wind creates problems of spraying water onto private property or road rights of ways, the controllers will be set to operate during lowest wind velocity which would normally occur at night or early morning hours. Irrigation water will not sheet over the roadway. Any run off of water is not to be tolerated.
- 18.3.11 Irrigation system will be controlled as to not cause any excessively wet or “waterlogged” areas, which could interfere with the ability to mow all turf. “In lawn” trees and other planting will be protected from over-watering and run-off drowning.
- 18.3.12 New turf (up through the sixth mowing) will be watered immediately after mowing. Well-established turf will not be watered for at least four (4) hours after mowing.
- 18.3.13 All groundcover areas will be watered as needed to maintain a healthy condition, with appropriate care being taken not to over-water in shady areas.
- 18.3.14 Contractor will follow local watering drought restrictions. Also, if plant material and trees are affected due to the watering restrictions, the Contractor will notify the County Contract Project Monitor and submit a recommendation for replacing the plants and/or tree with drought resistant plants. Contractor will replace the plants **only** upon approval of the County.
- 18.3.15 Contractor will ensure that all employees working on the irrigation system are fully trained in all phases of landscape irrigation systems and can easily identify and isolate problems and perform the proper testing and inspection of the irrigation system and the maintenance of the sprinkler and drip heads. This knowledge of landscape irrigation systems will include, but not be limited to, the operation, maintenance, adjustment, and repair of said systems and their components.
- 18.3.16 Contractor will be responsible for maintenance of the irrigation system by performing the following tasks:
1. Monitor all irrigation controllers.
  2. Inspect and report the status of the irrigation system.
  3. Adjust and clean sprinkler heads (may require the removal of the sprinkler head for this function).



4. Repair immediately all broken or missing sprinkler heads causing a loss of a large amount of water.
  5. Repair or replace sprinkler heads having a half (½) inch inlet.
  6. Provide all nipples, caps, plugs, elbows, coupling, etc., from the laterals to the heads due to normal wear.
  7. Provide replacements of all risers and swing joints due to normal wear.
  8. Flush irrigation pipelines following repairs and replacements.
  9. Replace valve box covers due to normal wear.
  10. Recover and re-fasten removed valve box covers.
  11. Notify the Contract Project Manager of any damaged or inoperable major irrigation components, indicating the problem, location, size, and type of irrigation equipment.
- 18.3.17 Replacing of irrigation components identified as the Contractors responsibility will be completed within one (1) watering cycle of determining damaged or inoperable irrigation component.
- 18.3.18 Repair irrigation system with originally specified equipment of the same size and quality or substitutes approved by the County prior to any installation thereof.

## **19.0 SPECIFIC WORK REQUIREMENTS – TREE MANAGEMENT**

Contractor is required to complete all specific work requirements listed below in a professional, workmanlike manner, and with nothing but the highest of standards at no less than the frequencies set forth herein. The safety of workers and the public is paramount. If an operation cannot be thoroughly completed within the designated time frame, Contractor will immediately notify the County Contract Project Monitor. Failure to comply will result in liquidated damages.

Within thirty (30) days after commencement of the Contract, and yearly thereafter for the term of the Contract, Contractor is to provide the County Contract Project Monitor with a written Tree Trimming Schedule for each library facility. This schedule will list the month and week that each tree trimming service will be performed and must be strictly adhered to. The County Project Manager may request adjustments to the schedule.

The schedule is used to notify the library locations of upcoming tree trimming services. The schedule must be followed and if a tree trimming needs to be re-



scheduled, Contractor must notify the Contract Project Manager at least five (5) business days prior to the work commencing. Failure to perform the tree trimming service and/or failure to providing notification may result in liquidated damages. Correction of this failure to provide tree trimming must be accomplished within ten (10) business days of the original scheduled date, unless otherwise instructed by the County.

Upon completion of the tree trimming, Contractor will complete Attachment II (**Tree Trimming Confirmation Form**) of the SOW, and submit it to the County Contract Project Monitor within one (1) business day of completion date.

All completed services will be inspected by the County within five (5) business days of receipt of the form. Any corrections must be completed by the date agreed upon and within the frequency period. Liquidated damages may apply if the corrections are not performed by the dated agreed upon and/or within the frequency period. The assessment of liquidated damages does not relieve the Contractor from the responsibility for the corrections.

## 19.1 Tree Trimming

- 19.1.1 All trees (excluding palm trees) will be trimmed and thinned at each facility one (1) time per year.
  - 1. Palm trees will be maintained and kept free of dead fronds and potential falling debris at all times.
- 19.1.2 Contractor employees must clean all work areas before and after the completion of the work.
- 19.1.3 Contractor will ensure that all Contractor employees adhere to and follow all safety procedures for tree trimming services at all times. Refer to Section 11.0 (Safety) of the SOW.

## 19.2 Tree Trimming Procedures

- 19.2.1 Contractor will follow the benchmark standards of the American National Standard Institute (ANSI) A300 Pruning Standards
- 19.2.2 Tree trimming will be performed with the intent of developing structurally sound trees, symmetrical appearance with the proper vertical and horizontal clearance as follows:
  - 1. All trees will be trimmed, shaped, and thinned.
  - 2. All trees will be trimmed away from roof, fence or obstacles and away from private property to prevent encroachment on private property.
  - 3. All trees will be thinned of smaller limbs to distribute the foliage evenly.



4. All trees will be trimmed and shaped to provide a symmetrical appearance typical of species.
5. All trees will be trimmed to encourage healthy growth habits and shaped in order to retain their natural form and proportionate size.

19.2.3 Rapid healing of pruning wounds is dependent upon where the cut is made when removing limbs. NEVER LEAVE SHORT STUBS. Some trees produce a corky ring of growth where a limb originates. The pruning cut will be made toward the outside portion of the "collar." If a tree does not produce this characteristic "collar," then make the cut flush to the limb where it is growing.

19.2.4 All limbs 1 ½ inches or greater in diameter will be undercut to prevent splitting.

19.2.5 All limbs will be lowered to the ground using a method, which prevents damage to the remaining limbs.

19.2.6 All cuts exceeding ½ inch will be treated with an appropriate tree heal compound.

19.2.7 All equipment utilized will be clean, sharp and expressly designed for tree trimming.

19.2.8 Climbing spurs will not be used.

19.2.9 Special emphasis will be placed upon public safety during trimming operations, particularly when adjacent to roadways.

19.2.10 All green waste and debris will be removed and disposed of offsite at the end of each day's work.

### 19.3 Pruning Procedures

19.3.1 All tree pruning will be performed as needed throughout the contract term.

19.3.2 The initial step of pruning will be the removal of all deadwoods, weak, diseased, insect infested and damaged branches and limbs.

1. All dead and damaged branches and limbs will be removed at the point of braking, and a smooth cut will be made outside the branch bark ridge.



- 19.3.3 All trees will be pruned where necessary to maintain access and safe vehicular and pedestrian visibility and clearance to prevent or eliminate hazardous situations.
1. All trees will be pruned for vertical and horizontal clearance. Such clearances are seven (7) feet for pedestrian areas and walkways and fourteen (14) feet for vehicular roadways.
- 19.3.4 All trees will be pruned and maintained to prevent any blockage in roof drainage areas and should not obscure safety lights that are attached to buildings and located in parking lots.
- 19.3.5 All crossed or rubbing limbs will be removed unless removal will result in large gaps in the general outline. Limbs should extend alternately from the trunk on twelve (12) inch or twenty-four (24) inch spacing.
- 19.3.6 All suckers and sprouts will be cut flush with the trunk or limb.
- 19.3.7 No stubs will be permitted.
- 19.3.8 All structural weaknesses such as split crotches or limbs, diseased or decayed limbs, or severe damage will be reported to the County's Contract Project Monitor.
- 19.3.9 Special emphasis will be placed upon public safety during pruning operations, particularly when adjacent to roadways.
- 19.3.10 All green waste and debris will be removed and disposed of offsite at the end of each day's work.

#### **19.4 Staking and Tying**

- 19.4.1 Damaged trees will be staked and tied within twenty-four (24) hours. Replacement stakes or new staking will be completed within five (5) days.
- 19.4.2 Replace missing or damaged stakes where the tree diameter is less than three (3) inches within five (5) days.
- 19.4.3 Stake in those cases where tree has been damaged and required staking support.
- 19.4.4 Stake new trees or recently planted trees which have not previously been staked.
- 19.4.5 Stakes will not be placed closer than eight (8) inches from the trunk of the tree.



- 19.4.6 Stakes and ties will be placed so no chafing of bark occurs.
- 19.4.7 Stakes and ties will be removed by the Contractor once it is determined that they are no longer needed or as requested by the County.
- 19.4.8 **Materials**
1. Tree stakes, two (2) per tree, will be pentachlorophenol treated lodge pole pine not less than eight (8) feet in length for five (5) gallon size trees not less than ten (10) feet for fifteen (15) gallon trees.
  2. Guy wires where required and plant ties will be of pliable, zinc-coated ten (10) gauge using two (2) ties per tree.
  3. Hose for covering wire will be either new or used garden hose at least one-half inch (1/2") in diameter (hose ties should allow for minimum of three (3) additional inches of clearance beyond the diameter of the branch or trunk being secured.

## **20.0 SPECIFIC WORK REQUIREMENTS – SPECIALTY/AS-NEEDED SERVICES**

Contractor is required to complete all specialty/as-needed services listed below in a professional, workmanlike manner, and with nothing but the highest of standards at no less than the frequencies set forth herein. The safety of workers and the public is paramount.

Specialty/as-needed services will be performed at the request of the County for which the Contractor will be compensated per the identified cost listed in Exhibit B (Pricing Schedule) of the Contract, in accordance with Section 9.0 (Unanticipated Work) of the SOW. If an operation cannot be thoroughly completed within the designated time frame, Contractor will immediately notify the County Contract Project Monitor. Failure to comply will result in liquidated damages.

### **20.1 Downed Trees**

- 20.1.1 All trees which are downed by either natural or unnatural causes will be removed and disposed offsite. Unless prevented by access, where possible, stumps will be removed and/or ground to 12 inches below grade and wood chips removed and hole backfilled to grade.

### **20.2 Renovation of Turf**

#### **20.2.1 Vertical Mowing**



1. Care will be taken to avoid unnecessary or excessive injury to the turf grass.
2. Sweep or take the dislodged thatch from the turf areas and dispose off-site.
3. Standard renovating or vertical mowing type equipment will be used.
4. Vertical mowing to remove the thatch in turf areas will be done to encourage healthy growth and to maintain acceptable appearance.
5. Vertical lawn the soil line and remove all excessive thatch in turf area. Sprinkler heads are to remain one inch below the final grade.

#### 20.2.2 **Seeding**

1. Contractor will over-seed and/or hydro-seed all damaged, vandalized, and bare areas to re-establish turf to an acceptable quality.
2. After the thatch is removed and upon completion of turf detaching all turf areas will be over-seeded, mulched, and watered;
3. Areas to be over-seeded and/or hydro-seeded will be seeded utilizing blends or mixtures at the rate application recommended by the County;
4. Seed cover material will be spread evenly over the entire area to a uniform depth as requested.

#### 20.2.3 **Bare Areas**

All planted areas will be cultivated to encourage water penetration, fertilizer absorption.

### 20.3 **Disease/Insect Control**

- 20.3.1 All landscaped areas will be maintained free of disease and insects that could cause damage to plant materials including, but not limited to, trees, shrubs, ground cover, and turf.
- 20.3.2 County's Contract Project Monitor will be notified immediately of any disease, insects, or unusual conditions that might develop.



- 20.3.3 A disease control program to prevent all common diseases from causing serious damage will be provided on an as-needed basis. Disease control will be achieved utilizing materials and rates recommended by a licensed California Pest Control Advisor.
- 20.3.4 Contractor will adhere to Sub-Section 8.55 (Integrated Pest Management Program Compliance) of the Contract.

#### 20.4 **Plant Materials**

- 20.4.1 Plant materials will conform to the requirements of the Landscape Plan of the areas and the "Horticultural Standards" of American Association of Nurserymen as to kind, size, age, etc. Plants of record and specifications will be consulted to ensure correct identification of species. Plant material larger than those specified may be supplied if complying in all other respects.
- 20.4.2 Substitutions may be allowed, but only with prior written approval by the County.
- 20.4.3 Plant names used in the landscape plan of the area conform to "Standard Plant Names" by American Joint Committee on Horticultural Nomenclature. In those cases not covered therein, the custom of the nursery trade will be followed.

#### 20.4.4 **Quality**

1. Plants will be sound, healthy, and vigorous, free from plant disease, insect pest or their eggs, and will have healthy normal root systems and comply with all state and local regulations governing these matters.
2. Plants will be free from any noxious weeds, have no thorns, no "fruit/berries", and will not be harmful/toxic/poisonous.
3. Where caliper or other dimensions of any plant material are omitted from the Plant List, it will be understood that these plant materials will be normal stock for type listed. They will be sturdy enough to stand safely without staking.
4. Plant materials will be symmetrical, and/or typical for variety and species and conform to measures specified in the Plant List.
5. All plant materials will be provided from a licensed nursery and will be subject to acceptance as to quality by the County.



6. All trees will be measured six (6) inches above the ground surface.

#### 20.4.5 **Plant Material Guarantee**

All new plant material including shrubs will be guaranteed to live and remain in healthy condition for no less than ninety (90) days from the date of acceptance of the job by the County.

### **21.0 GREEN INITIATIVES**

- 21.1 Contractor will use reasonable efforts to initiate “green” practices for environmental and energy conservation benefits.
- 21.2 Contractor will notify the County Project Manager of the Contractor’s green initiatives prior to contract commencement, including the company’s current environmental policies and practices and those proposed to be implemented.



## **STATEMENT OF WORK ATTACHMENTS**

- I. SERVICE LOCATION AND SPECIFICATIONS
- II. AREA 8 MAP & SPECS
- III. TREE TRIMMING CONFIRMATION FORM



## SERVICE LOCATION AND SPECIFICATIONS

## LANDSCAPE AND GROUNDS MAINTENANCE SERVICES – AREA 8

1.	<b>Facility:</b>	<b>Baldwin Park Library</b>				
	<b>Address:</b>	4181 Baldwin Park Boulevard				
		Baldwin Park, CA 91706				
# Trees	# Palm Trees	# Planters	Shrubs Y/N	Hedges Y/N	Grass Y/N	Irrigation System Y/N
10	1	Y	Y	Y	Y	Y

2.	<b>Facility:</b>	<b>Duarte Library</b>				
	<b>Address:</b>	1301 Buena Vista Street				
		Duarte, CA 91010				
# Trees	# Palm Trees	# Planters	Shrubs Y/N	Hedges Y/N	Grass Y/N	Irrigation System Y/N
10	0	Y	Y	Y	Y	Y

3.	<b>Facility:</b>	<b>Hacienda Heights Library</b>				
	<b>Address:</b>	16010 La Monde Street				
		Hacienda Heights, CA 91745				
# Trees	# Palm Trees	# Planters	Shrubs Y/N	Hedges Y/N	Grass Y/N	Irrigation System Y/N
13	0	Y	Y	Y	Y	Y

4.	<b>Facility:</b>	<b>La Puente Library</b>				
	<b>Address:</b>	15920 East Central Avenue				
		La Puente, CA 91744				
# Trees	# Palm Trees	# Planters	Shrubs Y/N	Hedges Y/N	Grass Y/N	Irrigation System Y/N
23	3	Y	Y	Y	N	Y

5.	<b>Facility:</b>	<b>Live Oak Library</b>				
	<b>Address:</b>	22 West Live Oak Avenue				
		Arcadia, CA 91007				
# Trees	# Palm Trees	# Planters	Shrubs Y/N	Hedges Y/N	Grass Y/N	Irrigation System Y/N
20	0	Y	Y	Y	N	Y

5.	<b>Facility:</b>	<b>Montebello Library</b>				
	<b>Address:</b>	1550 West Beverly Blvd.				
		Montebello, CA 90640				
# Trees	# Palm Trees	# Planters	Shrubs Y/N	Hedges Y/N	Grass Y/N	Irrigation System Y/N
23	0	Y	Y	Y	Y	Y



## SERVICE LOCATION AND SPECIFICATIONS

## LANDSCAPE AND GROUNDS MAINTENANCE SERVICES – AREA 8

6.	Facility:	Rowland Heights Library				
	Address:	1850 Nogales Street				
		Rowland Heights, CA 91748				
# Trees	# Palm Trees	# Planters	Shrubs Y/N	Hedges Y/N	Grass Y/N	Irrigation System Y/N
19	1	Y	Y	Y	N	Y

7.	Facility:	San Dimas Library				
	Address:	145 North Walnut Avenue				
		San Dimas, CA 91773				
# Trees	# Palm Trees	# Planters	Shrubs Y/N	Hedges Y/N	Grass Y/N	Irrigation System Y/N
	0	Y	Y	Y	Y	Y

8.	Facility:	Sunkist Library				
	Address:	840 North Puente Avenue				
		La Puente, CA 91746				
# Trees	# Palm Trees	# Planters	Shrubs Y/N	Hedges Y/N	Grass Y/N	Irrigation System Y/N
12	0	Y	Y	Y	Y	Y

9.	Facility:	Walnut Library				
	Address:	21155 La Puente Road				
		Walnut, CA 91789				
# Trees	# Palm Trees	# Planters	Shrubs Y/N	Hedges Y/N	Grass Y/N	Irrigation System Y/N
54	4	Y	Y	Y	N	Y



## SERVICE LOCATION AND SPECIFICATIONS

## LANDSCAPE AND GROUNDS MAINTENANCE SERVICES – AREA 8

FACILITIES SERVICED UPON REQUEST ONLY

1.	<b>Facility:</b>	<b>Claremont Library</b>
	Address:	208 N. Harvard Ave.
		Claremont, CA 91711

2.	<b>Facility:</b>	<b>La Verne Library</b>
	Address:	3640 D. Street
		La Verne, CA 91750

3.	<b>Facility:</b>	<b>Rosemead Library</b>
	Address:	8800 Valley Blvd.
		Rosemead, CA 91770

4.	<b>Facility:</b>	<b>Temple City Library</b>
	Address:	5939 Golden West Avenue
		Temple City, CA 91780

5.	<b>Facility:</b>	<b>West Covina Library</b>
	Address:	1601 West Covina Parkway
		West Covina, CA 91790

6.	<b>Facility:</b>	<b>Temporary Temple City Library</b>
	Address:	9050 Las Tunas Drive
		Temple City, CA 91780

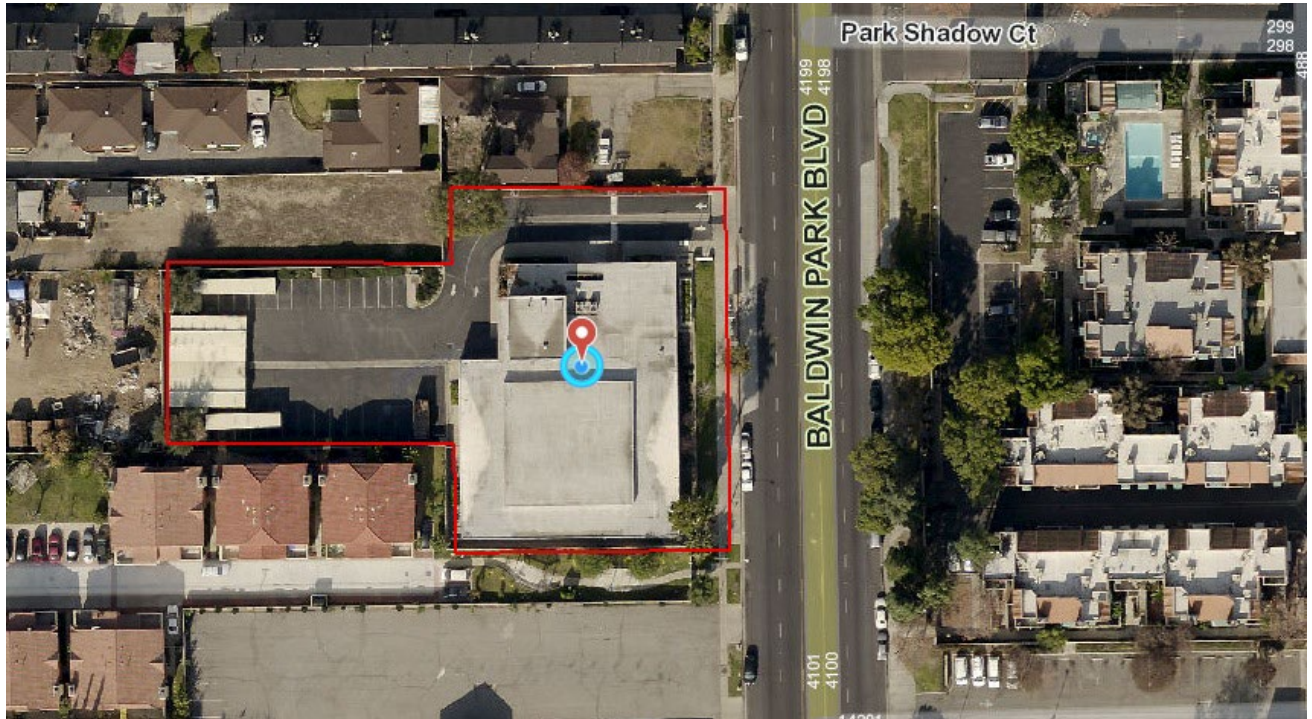


**AREA 8 MAP & SPECS**

**BALDWIN PARK LIBRARY**

**4181 BALDWIN PARK BLVD., BALDWIN PARK, CA 91706**

Areas of responsibility are highlighted in Red.





**AREA 8 MAP & SPECS**

**DUARTE LIBRARY**

**1301 BUENA VISTA ST., DUARTE, CA 91010**

Areas of responsibility are highlighted in Red.



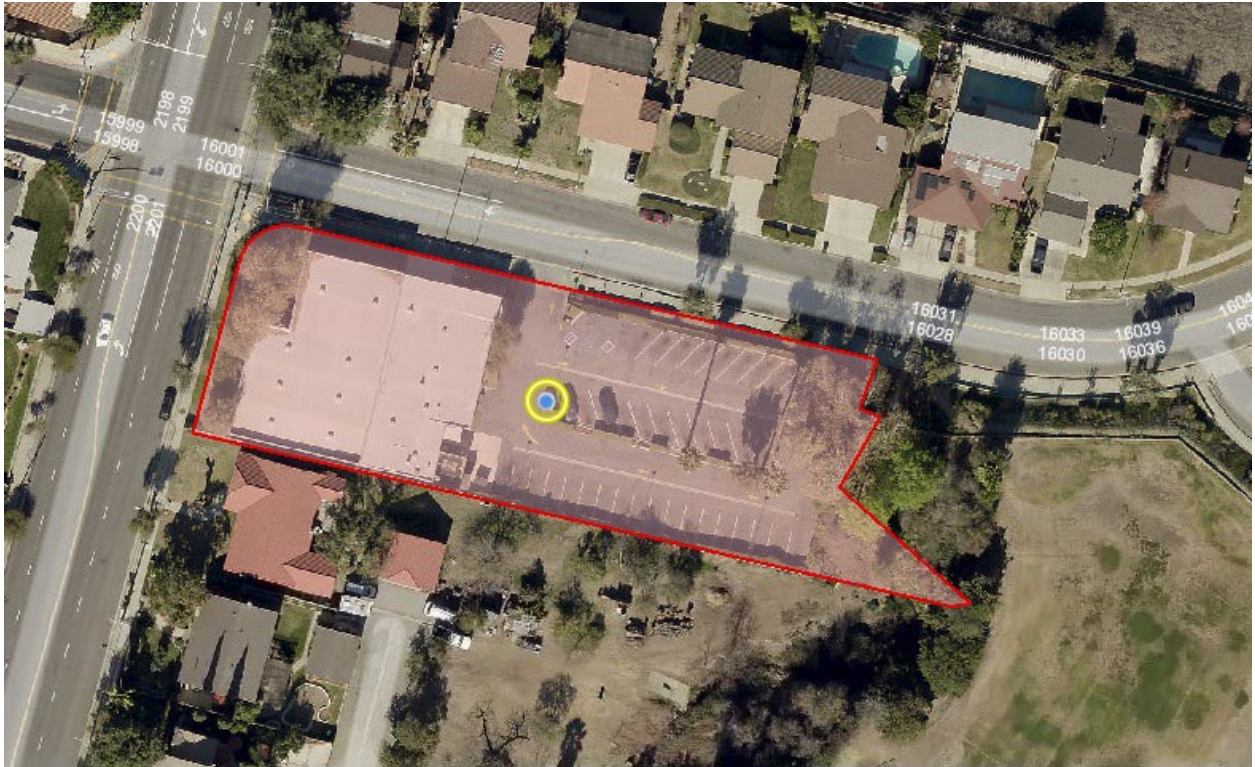


**AREA 8 MAP & SPECS**

**HACIENDA HEIGHTS LIBRARY**

**16010 LA MONDE ST., HACIENDA HEIGHTS, CA 91745**

Areas of responsibility are highlighted in Red.



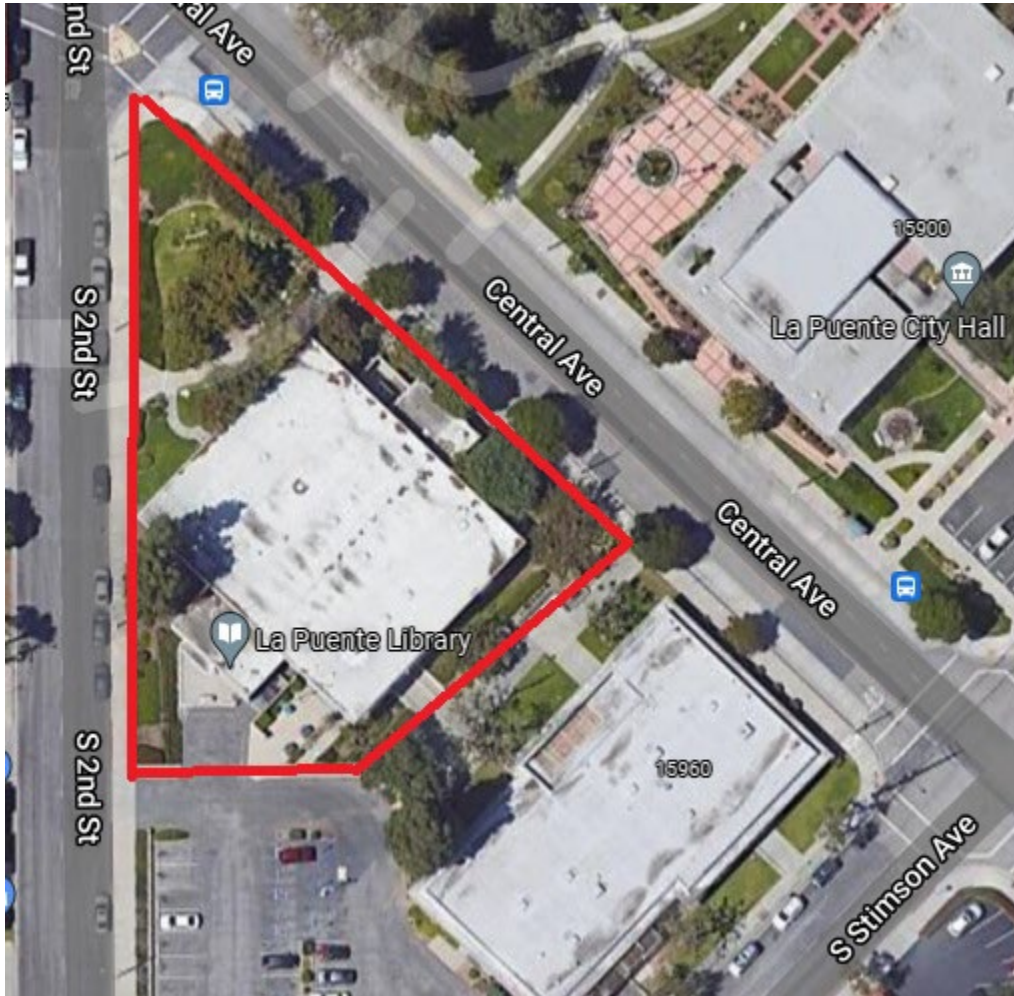


**AREA 8 MAP & SPECS**

**LA PUENTE LIBRARY**

**15920 E. CENTRAL AVE., LA PUENTE, CA 91744**

Areas of responsibility are highlighted in Red.



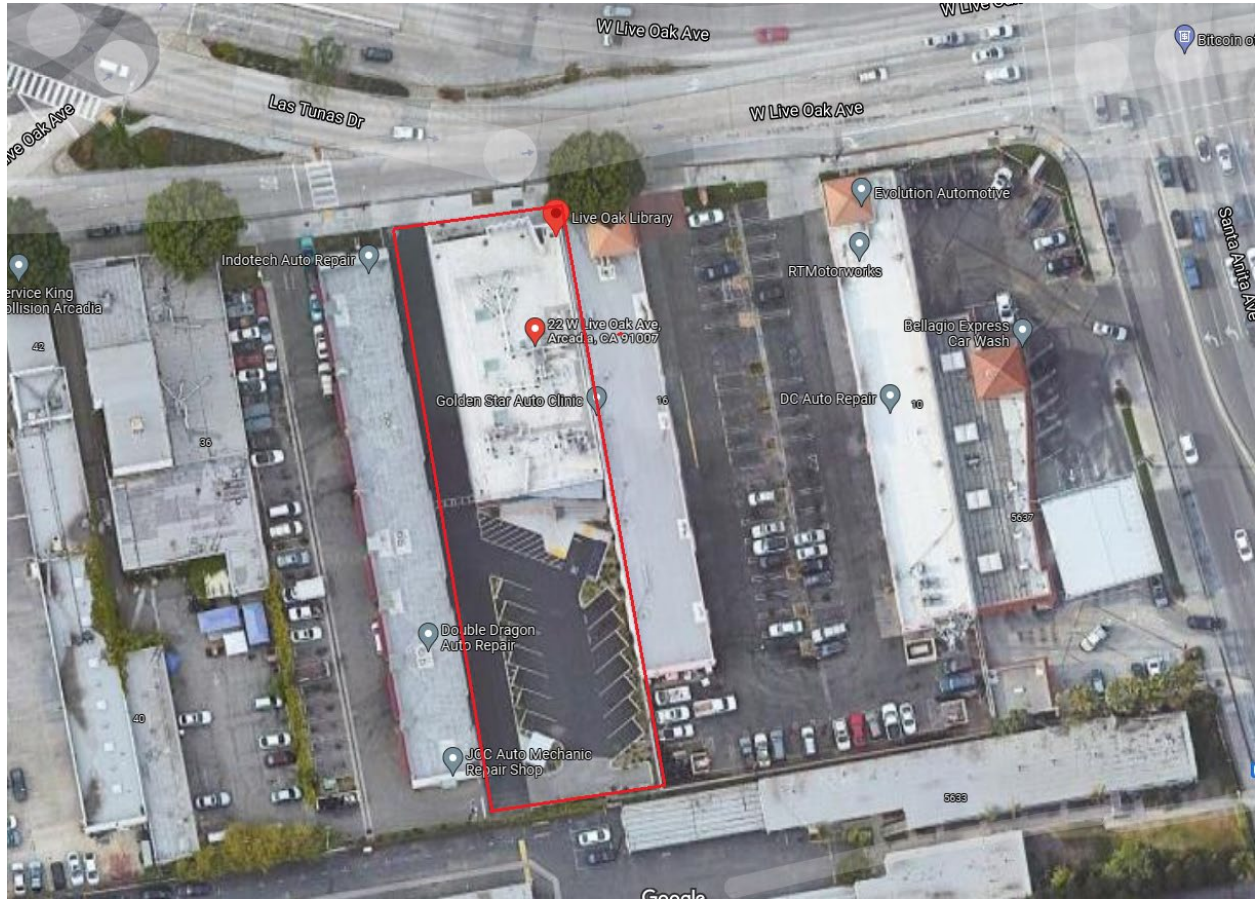


## AREA 8 MAP & SPECS

### LIVE OAK LIBRARY

22 W. LIVE OAK AVE., ARCADIA, CA 91007

Areas of responsibility are highlighted in Red.





**AREA 8 MAP & SPECS**

**MONTEBELLO LIBRARY**

**1550 WEST BEVERLY BLVD., MONTEBELLO, CA 90640**

Areas of responsibility are highlighted in Red.





**AREA 8 MAP & SPECS**

**ROWLAND HEIGHTS LIBRARY**

**1850 NOGALES ST., ROWLAND HEIGHTS, CA 91748**

Areas of responsibility are highlighted in Red.





**AREA 8 MAP & SPECS**

**SAN DIMAS LIBRARY**

**145 NORTH WALNUT AVE., SAN DIMAS, CA 91773**

Areas of responsibility are highlighted in Red.





**AREA 8 MAP & SPECS**

**SUNKIST LIBRARY**

**840 NORTH PUENTE AVE., LA PUENTE, CA 91746**

Areas of responsibility are highlighted in Red.





**AREA 8 MAP & SPECS**

**WALNUT LIBRARY**

**21155 LA PUENTE RD., WALNUT, CA 91789**

Areas of responsibility are highlighted in Red.





LA COUNTY LIBRARY  
LANDSCAPE AND GROUNDS MAINTENANCE SERVICES**TREE TRIMMING CONFIRMATION FORM****-CONTRACTOR USE ONLY-**

PLEASE COMPLETE AND SUBMIT THE FORM TO COUNTY LIBRARY'S CONTRACT SERVICES UNIT

Library Name: \_\_\_\_\_ Date Completed: \_\_\_\_\_

No. of Trees trimmed: \_\_\_\_\_

No. of Trees **Not** trimmed: \_\_\_\_\_ Location of Trees: \_\_\_\_\_

\_\_\_\_\_

Explanation for not Trimming Trees: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Contractor: \_\_\_\_\_

Please **Email** completed form within 1 business day of completion to:Contract Services Unit  
[contractservices@library.lacounty.gov](mailto:contractservices@library.lacounty.gov)**CONTRACT STAFF USE ONLY**☐ Trimming Satisfactory    ☐ Trimming Unsatisfactory    ☐ Job Not Done

Date Inspected: \_\_\_\_\_ Inspected by: \_\_\_\_\_

Comments: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_☐ **COMPLETE**-Logged and Filed    ☐ Contractor Notified of unsatisfactory work    ☐ Follow-up (F/U Complete Date: \_\_\_\_\_)



# STATEMENT OF WORK

## EXHIBITS

### TABLE OF CONTENTS

#### EXHIBITS

1	CONTRACT DISCREPANCY REPORT
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Contractor Representative's Signature and Date \_\_\_\_\_



## **EXHIBIT B**

### **PRICING SCHEDULE**



## PRICING SCHEDULE

PAGE 1 OF 1

FACILITY: Baldwin Park library**STAFFING AND RATES**

Position Titles	Number of Staff Assigned	Hours of Service		Hourly Rate	
		hours per week	hours per month	Effective Upon Contract Award	Effective 1/1/2023
Supervisor:	1	1	2	25.00	26.00
Working Supervisor:	1	2	9	20.00	21.00
Grounds Maintenance Worker:	1	2	9	19.50	20.00
Other:	1		1	20.00	21.00

"Effective January 1, 2020 the Living Wage rate will be adjusted based on the U.S. Department of Labor, Bureau of Labor Statistics' Consumer Price Index (CPI) for the Los Angeles-Riverside-Orange County Area for the 12-month period preceding July 1 of each year.

**COST**

In accordance with the Specific Work Requirements of the Statement of Work (SOW) and its frequencies, the Proposer is herewith submitting the following Pricing Schedule for the work to be performed at this facility.

TOTAL MAINTENANCE	Effective Upon Contract Award	Effective 01/01/2023
COST PER YEAR:	\$ 12,600.00	\$ 13,416.00

**ADDITIONAL SERVICES**

The Proposer is herewith submitting the following Pricing Schedule for **SpecialtyAdditional/As-Needed Services** work to be performed at this facility at the request of the County.

Service	Cost Per Request Upon Contract Award	Cost Per Request Effective 01/01/2023
<b>SAFETY CLEARANCE</b>		
♦ Trees	550.00	650.00
♦ Hedges / Shrubs	400.00	450.00
<b>RENOVATION / VERTICAL MOWING</b>	1650.00	1950.00
<b>TURF RE-SEEDING / RESTORATION OF BARE AREAS</b>	520.00	600.00
<b>DISEASE / INSECT CONTROL</b>		
♦ Turf	450.00	660.00
♦ Trees	2540.00	2750.00
♦ Shrubs / Ground Cover	820.00	950.00
<b>IRRIGATION</b>		
♦ Price Per Controller	1950.00	2010.00
♦ Price per Sprinkler Head		
♦ Price per Quick Coupler		

The following cost of 1,000 Square Feet (SF) includes labor and equipment with the wholesale cost of materials:

RE-SEEDING BASE AREAS/TURF:	Cost Per Request Upon Contract Award	Cost Per Request Effective 01/01/2023
Post Emergency or cultivation		
Initial Cost for first 1,000 SF:	250.00	300.00
Each Additional 1,000 SF:	250.00	300.00

**FLAT WEEKLY RATE**

To be added or deducted to the Annual Contractor's Fee when increasing or reducing days of service at this facility:

Cost Per Week Upon Contract Award	Cost Per Week Effective 01/01/2023
160.00	165.00



## PRICING SCHEDULE

PAGE 1 OF 1

FACILITY: Duarte library**STAFFING AND RATES**

Position Titles	Number of Staff Assigned	Hours of Service		Hourly Rate	
		hours per week	hours per month	Effective Upon Contract Award	Effective 1/1/2023
Supervisor:	1	1	1	25.00	26.00
Working Supervisor:	1	2	9	20.00	21.00
Grounds Maintenance Worker:	1	2	9	19.50	20.00
Other:	1		1	20.00	21.00

\*Effective January 1, 2020 the Living Wage rate will be adjusted based on the U.S. Department of Labor, Bureau of Labor Statistics' Consumer Price Index (CPI) for the Los Angeles-Riverside-Orange County Area for the 12-month period preceding July 1 of each year.

**COST**

In accordance with the Specific Work Requirements of the Statement of Work (SOW) and its frequencies, the Proposer is herewith submitting the following Pricing Schedule for the work to be performed at this facility.

TOTAL MAINTENANCE	Effective Upon Contract Award	Effective 01/01/2023
COST PER YEAR:	\$ 12,312.00	\$ 13,104.00

**ADDITIONAL SERVICES**

The Proposer is herewith submitting the following Pricing Schedule for **Specialty Additional/As-Needed Services** work to be performed at this facility at the request of the County.

Service	Cost Per Request Upon Contract Award	Cost Per Request Effective 01/01/2023
<b>SAFETY CLEARANCE</b>		
• Trees	550.00	850.00
• Hedges / Shrubs	400.00	450.00
<b>RENOVATION / VERTICAL MOWING</b>	1650.00	1950.00
<b>TURF RE-SEEDING / RESTORATION OF BARE AREAS</b>	520.00	600.00
<b>DISEASE / INSECT CONTROL</b>		
• Turf	450.00	660.00
• Trees	2540.00	2750.00
• Shrubs / Ground Cover	820.00	950.00
<b>IRRIGATION</b>		
• Price Per Controller	1950.00	2010.00
• Price per Sprinkler Head		
• Price per Quick Coupler		

The following cost of 1,000 Square Feet (SF) includes labor and equipment with the wholesale cost of materials:

RE-SEEDING BASE AREAS/TURF: Post Emergency or cultivation	Cost Per Request Upon Contract Award	Cost Per Request Effective 01/01/2023
Initial Cost for first 1,000 SF:	250.00	300.00
Each Additional 1,000 SF:	250.00	300.00

**FLAT WEEKLY RATE**

To be added or deducted to the Annual Contractor's Fee when increasing or reducing days of service at this facility:

Cost Per Week Upon Contract Award	Cost Per Week Effective 01/01/2023
150.00	165.00



## PRICING SCHEDULE

PAGE 1 OF 1

FACILITY: Hacienda Heights library**STAFFING AND RATES**

Position Titles	Number of Staff Assigned	Hours of Service		Hourly Rate	
		hours per week	hours per month	Effective Upon Contract Award	Effective 1/1/2023
Supervisor:	1	1	1	25.00	26.00
Working Supervisor:	1	2	12	20.00	21.00
Grounds Maintenance Worker:		2	12	19.50	20.00
Other:	1		4	20.00	21.00

\*Effective January 1, 2020 the Living Wage rate will be adjusted based on the U.S. Department of Labor, Bureau of Labor Statistics' Consumer Price Index (CPI) for the Los Angeles-Riverside-Orange County Area for the 12-month period preceding July 1 of each year.

**COST**

In accordance with the Specific Work Requirements of the Statement of Work (SOW) and its frequencies, the Proposer is herewith submitting the following Pricing Schedule for the work to be performed at this facility.

TOTAL MAINTENANCE	Effective Upon Contract Award	Effective 01/01/2023
COST PER YEAR:	\$ 14,508.00	\$ 15,408.00

**ADDITIONAL SERVICES**

The Proposer is herewith submitting the following Pricing Schedule for ~~Specialty~~Additional/As-Needed Services work to be performed at this facility at the request of the County.

Service	Cost Per Request Upon Contract Award	Cost Per Request Effective 01/01/2023
<b>SAFETY CLEARANCE</b>		
♦ Trees	550.00	650.00
♦ Hedges / Shrubs	400.00	450.00
<b>RENOVATION / VERTICAL MOWING</b>	1650.00	1950.00
<b>TURF RE-SEEDING / RESTORATION OF BARE AREAS</b>	520.00	600.00
<b>DISEASE / INSECT CONTROL</b>		
♦ Turf	450.00	660.00
♦ Trees	2540.00	2780.00
♦ Shrubs / Ground Cover	820.00	950.00
<b>IRRIGATION</b>		
♦ Price Per Controller	1950.00	2010.00
♦ Price per Sprinkler Head		
♦ Price per Quick Coupler		

The following cost of 1,000 Square Feet (SF) includes labor and equipment with the wholesale cost of materials:

RE-SEEDING BASE AREAS/TURF: Post Emergency or cultivation	Cost Per Request Upon Contract Award	Cost Per Request Effective 01/01/2023
Initial Cost for first 1,000 SF:	250.00	300.00
Each Additional 1,000 SF:	250.00	300.00

**FLAT WEEKLY RATE**

To be added or deducted to the Annual Contractor's Fee when increasing or reducing days of service at this facility:

Cost Per Week Upon Contract Award	Cost Per Week Effective 01/01/2023
150.00	165.00



## PRICING SCHEDULE

PAGE 1 OF 1

FACILITY: La Puente library**STAFFING AND RATES**

Position Titles	Number of Staff Assigned	Hours of Service		Hourly Rate	
		hours per week	hours per month	Effective Upon Contract Award	Effective 1/1/2023
Supervisor:	1	1	1	25.00	26.00
Working Supervisor:	1	2	12	20.00	21.00
Grounds Maintenance Worker:	1	2	12	19.50	20.00
Other:	1		2	20.00	21.00

\*Effective January 1, 2020 the Living Wage rate will be adjusted based on the U.S. Department of Labor, Bureau of Labor Statistics' Consumer Price Index (CPI) for the Los Angeles-Riverside-Orange County Area for the 12-month period preceding July 1 of each year.

**COST**

In accordance with the Specific Work Requirements of the Statement of Work (SOW) and its frequencies, the Proposer is herewith submitting the following Pricing Schedule for the work to be performed at this facility.

TOTAL MAINTENANCE COST PER YEAR:	Effective Upon Contract Award	Effective 01/01/2023
	\$ 14,028.00	\$ 14,816.00

**ADDITIONAL SERVICES**

The Proposer is herewith submitting the following Pricing Schedule for **Specialty/Additional/As-Needed Services** work to be performed at this facility at the request of the County.

Service	Cost Per Request Upon Contract Award	Cost Per Request Effective 01/01/2023
<b>SAFETY CLEARANCE</b>		
• Trees	550.00	650.00
• Hedges / Shrubs	400.00	450.00
<b>RENOVATION / VERTICAL MOWING</b>	1650.00	1850.00
<b>TURF RE-SEEDING / RESTORATION OF BARE AREAS</b>	520.00	600.00
<b>DISEASE / INSECT CONTROL</b>		
• Turf	450.00	660.00
• Trees	2540.00	2750.00
• Shrubs / Ground Cover	820.00	950.00
<b>IRRIGATION</b>		
• Price Per Controller	1950.00	2010.00
• Price per Sprinkler Head		
• Price per Quick Coupler		

The following cost of 1,000 Square Feet (SF) includes labor and equipment with the wholesale cost of materials:

RE-SEEDING BASE AREAS/TURF: Post Emergency or cultivation	Cost Per Request Upon Contract Award	Cost Per Request Effective 01/01/2023
Initial Cost for first 1,000 SF:	250.00	300.00
Each Additional 1,000 SF:	250.00	300.00

**FLAT WEEKLY RATE**

To be added or deducted to the Annual Contractor's Fee when increasing or reducing days of service at this facility:

Cost Per Week Upon Contract Award	Cost Per Week Effective 01/01/2023
150.00	165.00



## PRICING SCHEDULE

PAGE 1 OF 1

FACILITY: Live Oak library**STAFFING AND RATES**

Position Titles	Number of Staff Assigned	Hours of Service		Hourly Rate	
		hours per week	hours per month	Effective Upon Contract Award	Effective 1/1/2023
Supervisor:	1	1	4	25.00	26.00
Working Supervisor:	1	2	16	20.00	21.00
Grounds Maintenance Worker:	1	2	16	19.50	20.00
Other:	1	2	7	20.00	21.00

\*Effective January 1, 2020 the Living Wage rate will be adjusted based on the U.S. Department of Labor, Bureau of Labor Statistics' Consumer Price Index (CPI) for the Los Angeles-Riverside-Orange County Area for the 12-month period preceding July 1 of each year.

**COST**

In accordance with the Specific Work Requirements of the Statement of Work (SOW) and its frequencies, the Proposer is herewith submitting the following Pricing Schedule for the work to be performed at this facility.

TOTAL MAINTENANCE COST PER YEAR:	Effective Upon Contract Award	Effective 01/01/2023
	\$ 17,724.00	\$ 18,756.00

**ADDITIONAL SERVICES**

The Proposer is herewith submitting the following Pricing Schedule for Specialty/Additional/As-Needed Services work to be performed at this facility at the request of the County.

Service	Cost Per Request Upon Contract Award	Cost Per Request Effective 01/01/2023
<b>SAFETY CLEARANCE</b>		
♦ Trees	550.00	600.00
♦ Hedges / Shrubs	400.00	450.00
<b>RENOVATION / VERTICAL MOWING</b>	1650.00	1950.00
<b>TURF RE-SEEDING / RESTORATION OF BARE AREAS</b>	520.00	600.00
<b>DISEASE / INSECT CONTROL</b>		
♦ Turf	450.00	660.00
♦ Trees	2540.00	2760.00
♦ Shrubs / Ground Cover	820.00	950.00
<b>IRRIGATION</b>		
♦ Price Per Controller	1950.00	2010.00
♦ Price per Sprinkler Head		
♦ Price per Quick Coupler		

The following cost of 1,000 Square Feet (SF) includes labor and equipment with the wholesale cost of materials:

RE-SEEDING BASE AREAS/TURF: Post Emergency or cultivation	Cost Per Request Upon Contract Award	Cost Per Request Effective 01/01/2023
Initial Cost for first 1,000 SF:	260.00	300.00
Each Additional 1,000 SF:	260.00	300.00

**FLAT WEEKLY RATE**

To be added or deducted to the Annual Contractor's Fee when increasing or reducing days of service at this facility:

Cost Per Week Upon Contract Award	Cost Per Week Effective 01/01/2023
150.00	165.00



## PRICING SCHEDULE

PAGE 1 OF 1

FACILITY: Montebello library**STAFFING AND RATES**

Position Titles	Number of Staff Assigned	Hours of Service		Hourly Rate	
		hours per week	hours per month	Effective Upon Contract Award	Effective 1/1/2023
Supervisor:	1	1	4	25.00	26.00
Working Supervisor:	1	2	12	20.00	21.00
Grounds Maintenance Worker:	1	2	12	19.50	20.00
Other:	1		4	20.00	21.00

\*Effective January 1, 2020 the Living Wage rate will be adjusted based on the U.S. Department of Labor, Bureau of Labor Statistics' Consumer Price Index (CPI) for the Los Angeles-Riverside-Orange County Area for the 12-month period preceding July 1 of each year.

**COST**

In accordance with the Specific Work Requirements of the Statement of Work (SOW) and its frequencies, the Proposer is herewith submitting the following Pricing Schedule for the work to be performed at this facility.

TOTAL MAINTENANCE	Effective Upon Contract Award	Effective 01/01/2023
COST PER YEAR:	\$ 15,108.00	\$ 16,032.00

**ADDITIONAL SERVICES**

The Proposer is herewith submitting the following Pricing Schedule for Specialty/Additional/As-Needed Services work to be performed at this facility at the request of the County.

Service	Cost Per Request Upon Contract Award	Cost Per Request Effective 01/01/2023
<b>SAFETY CLEARANCE</b>		
♦ Trees	550.00	650.00
♦ Hedges / Shrubs	400.00	450.00
<b>RENOVATION / VERTICAL MOWING</b>	1850.00	1950.00
<b>TURF RE-SEEDING / RESTORATION OF BARE AREAS</b>	520.00	600.00
<b>DISEASE / INSECT CONTROL</b>		
♦ Turf	450.00	650.00
♦ Trees	2540.00	2750.00
♦ Shrubs / Ground Cover	820.00	950.00
<b>IRRIGATION</b>		
♦ Price Per Controller	1950.00	2010.00
♦ Price per Sprinkler Head		
♦ Price per Quick Coupler		

The following cost of 1,000 Square Feet (SF) includes labor and equipment with the wholesale cost of materials:

RE-SEEDING BASE AREAS/TURF:	Cost Per Request Upon Contract Award	Cost Per Request Effective 01/01/2023
Post Emergency or cultivation		
Initial Cost for first 1,000 SF:	250.00	300.00
Each Additional 1,000 SF:	250.00	300.00

**FLAT WEEKLY RATE**

To be added or deducted to the Annual Contractor's Fee when increasing or reducing days of service at this facility:

Cost Per Week Upon Contract Award	Cost Per Week Effective 01/01/2023
150.00	165.00



## PRICING SCHEDULE

PAGE 1 OF 1

FACILITY: Rowland Heights library**STAFFING AND RATES**

Position Titles	Number of Staff Assigned	Hours of Service		Hourly Rate	
		hours per week	hours per month	Effective Upon Contract Award	Effective 1/1/2023
Supervisor:	1	1	4	25.00	28.00
Working Supervisor:	1	2	12	20.00	21.00
Grounds Maintenance Worker:	1	2	12	10.50	20.00
Other:	1		2	20.00	21.00

\*Effective January 1, 2020 the Living Wage rate will be adjusted based on the U.S. Department of Labor, Bureau of Labor Statistics' Consumer Price Index (CPI) for the Los Angeles-Riverside-Orange County Area for the 12-month period preceding July 1 of each year.

**COST**

In accordance with the Specific Work Requirements of the Statement of Work (SOW) and its frequencies, the Proposer is herewith submitting the following Pricing Schedule for the work to be performed at this facility.

	Effective Upon Contract Award	Effective 01/01/2023
<b>TOTAL MAINTENANCE COST PER YEAR:</b>	\$ 14,040.00	\$ 14,918.00

**ADDITIONAL SERVICES**

The Proposer is herewith submitting the following Pricing Schedule for **Specialty/Additional/As-Needed Services** work to be performed at this facility at the request of the County.

Service	Cost Per Request Upon Contract Award	Cost Per Request Effective 01/01/2023
<b>SAFETY CLEARANCE</b>		
♦ Trees	550.00	650.00
♦ Hedges / Shrubs	400.00	450.00
<b>RENOVATION / VERTICAL MOWING</b>	1650.00	1950.00
<b>TURF RE-SEEDING / RESTORATION OF BARE AREAS</b>	520.00	600.00
<b>DISEASE / INSECT CONTROL</b>		
♦ Turf	450.00	680.00
♦ Trees	2540.00	2750.00
♦ Shrubs / Ground Cover	820.00	950.00
<b>IRRIGATION</b>		
♦ Price Per Controller	1960.00	2010.00
♦ Price per Sprinkler Head		
♦ Price per Quick Coupler		

The following cost of 1,000 Square Feet (SF) includes labor and equipment with the wholesale cost of materials:

RE-SEEDING BASE AREAS/TURF: Post Emergency or cultivation	Cost Per Request Upon Contract Award	Cost Per Request Effective 01/01/2023
Initial Cost for first 1,000 SF:	250.00	300.00
Each Additional 1,000 SF:	250.00	300.00

**FLAT WEEKLY RATE**

To be added or deducted to the Annual Contractor's Fee when increasing or reducing days of service at this facility:

Cost Per Week Upon Contract Award	Cost Per Week Effective 01/01/2023
150.00	165.00



## PRICING SCHEDULE

PAGE 1 OF 1

FACILITY: San Dimas library**STAFFING AND RATES**

Position Titles	Number of Staff Assigned	Hours of Service		Hourly Rate	
		hours per week	hours per month	Effective Upon Contract Award	Effective 1/1/2023
Supervisor:	1	1	4	26.00	26.00
Working Supervisor:	1	2	16	20.00	21.00
Grounds Maintenance Worker:	1	2	16	19.50	20.00
Other:	1		1	20.00	21.00

\*Effective January 1, 2020 the Living Wage rate will be adjusted based on the U.S. Department of Labor, Bureau of Labor Statistics' Consumer Price Index (CPI) for the Los Angeles-Riverside-Orange County Area for the 12-month period preceding July 1 of each year.

**COST**

In accordance with the Specific Work Requirements of the Statement of Work (SOW) and its frequencies, the Proposer is herewith submitting the following Pricing Schedule for the work to be performed at this facility.

	Effective Upon Contract Award	Effective 01/01/2023
<b>TOTAL MAINTENANCE COST PER YEAR:</b>	\$ 16,284.00	\$ 17,232.00

**ADDITIONAL SERVICES**

The Proposer is herewith submitting the following Pricing Schedule for **Specialty/Additional/As-Needed Services** work to be performed at this facility at the request of the County.

Service	Cost Per Request Upon Contract Award	Cost Per Request Effective 01/01/2023
<b>SAFETY CLEARANCE</b>		
♦ Trees	550.00	650.00
♦ Hedges / Shrubs	400.00	450.00
<b>RENOVATION / VERTICAL MOWING</b>	1850.00	1850.00
<b>TURF RE-SEEDING / RESTORATION OF BARE AREAS</b>	620.00	680.00
<b>DISEASE / INSECT CONTROL</b>		
♦ Turf	450.00	660.00
♦ Trees	2540.00	2750.00
♦ Shrubs / Ground Cover	820.00	950.00
<b>IRRIGATION</b>		
♦ Price Per Controller	1950.00	2010.00
♦ Price per Sprinkler Head		
♦ Price per Quick Coupler		

The following cost of 1,000 Square Feet (SF) includes labor and equipment with the wholesale cost of materials:

RE-SEEDING BASE AREAS/TURF: Post Emergency or cultivation	Cost Per Request Upon Contract Award	Cost Per Request Effective 01/01/2023
Initial Cost for first 1,000 SF:	250.00	300.00
Each Additional 1,000 SF:	250.00	300.00

**FLAT WEEKLY RATE**

To be added or deducted to the Annual Contractor's Fee when increasing or reducing days of service at this facility:

Cost Per Week Upon Contract Award	Cost Per Week Effective 01/01/2023
150.00	165.00



## PRICING SCHEDULE

PAGE 1 OF 1

FACILITY: Sunkist library**STAFFING AND RATES**

Position Titles	Number of Staff Assigned	Hours of Service		Hourly Rate	
		hours per week	hours per month	Effective Upon Contract Award	Effective 1/1/2023
Supervisor:	1	1	4	25.00	28.00
Working Supervisor:	1	2	12	20.00	21.00
Grounds Maintenance Worker:	1	2	12	19.50	20.00
Other:	1		1	20.00	21.00

\*Effective January 1, 2020 the Living Wage rate will be adjusted based on the U.S. Department of Labor, Bureau of Labor Statistics' Consumer Price Index (CPI) for the Los Angeles-Riverside-Orange County Area for the 12-month period preceding July 1 of each year.

**COST**

In accordance with the Specific Work Requirements of the Statement of Work (SOW) and its frequencies, the Proposer is herewith submitting the following Pricing Schedule for the work to be performed at this facility.

TOTAL MAINTENANCE COST PER YEAR:	Effective Upon Contract Award	Effective 01/01/2023
	\$ 14,388.00	\$ 15,276.00

**ADDITIONAL SERVICES**

The Proposer is herewith submitting the following Pricing Schedule for Specialty/Additional/As-Needed Services work to be performed at this facility at the request of the County.

Service	Cost Per Request Upon Contract Award	Cost Per Request Effective 01/01/2023
<b>SAFETY CLEARANCE</b>		
♦ Trees	550.00	650.00
♦ Hedges / Shrubs	400.00	450.00
<b>RENOVATION / VERTICAL MOWING</b>	1650.00	1950.00
<b>TURF RE-SEEDING / RESTORATION OF BARE AREAS</b>	520.00	600.00
<b>DISEASE / INSECT CONTROL</b>		
♦ Turf	450.00	660.00
♦ Trees	2540.00	2750.00
♦ Shrubs / Ground Cover	820.00	950.00
<b>IRRIGATION</b>		
♦ Price Per Controller	1950.00	2010.00
♦ Price per Sprinkler Head		
♦ Price per Quick Coupler		

The following cost of 1,000 Square Feet (SF) includes labor and equipment with the wholesale cost of materials:

RE-SEEDING BASE AREAS/TURF: Post Emergency or cultivation	Cost Per Request Upon Contract Award	Cost Per Request Effective 01/01/2023
Initial Cost for first 1,000 SF:	250.00	300.00
Each Additional 1,000 SF:	250.00	300.00

**FLAT WEEKLY RATE**

To be added or deducted to the Annual Contractor's Fee when increasing or reducing days of service at this facility:

Cost Per Week Upon Contract Award	Cost Per Week Effective 01/01/2023
150.00	165.00



## PRICING SCHEDULE

PAGE 1 OF 1

FACILITY: Walnut library**STAFFING AND RATES**

Position Titles	Number of Staff Assigned	Hours of Service		Hourly Rate	
		hours per week	hours per month	Effective Upon Contract Award	Effective 1/1/2023
Supervisor:	1	1	1	25.00	26.00
Working Supervisor:	1	2	12	20.00	21.00
Grounds Maintenance Worker:	1	2	12	19.50	20.00
Other:	1		1	20.00	21.00

\*Effective January 1, 2020 the Living Wage rate will be adjusted based on the U.S. Department of Labor, Bureau of Labor Statistics' Consumer Price Index (CPI) for the Los Angeles-Riverside-Orange County Area for the 12-month period preceding July 1 of each year.

**COST**

In accordance with the Specific Work Requirements of the Statement of Work (SOW) and its frequencies, the Proposer is herewith submitting the following Pricing Schedule for the work to be performed at this facility.

TOTAL MAINTENANCE	Effective Upon Contract Award	Effective 01/01/2023
COST PER YEAR:	\$ 13,488.00	\$ 14,340.00

**ADDITIONAL SERVICES**

The Proposer is herewith submitting the following Pricing Schedule for **Specialty/Additional/As-Needed Services** work to be performed at this facility at the request of the County.

Service	Cost Per Request Upon Contract Award	Cost Per Request Effective 01/01/2023
<b>SAFETY CLEARANCE</b>		
♦ Trees	550.00	650.00
♦ Hedges / Shrubs	400.00	450.00
<b>RENOVATION / VERTICAL MOWING</b>	1850.00	1950.00
<b>TURF RE-SEEDING / RESTORATION OF BARE AREAS</b>	520.00	600.00
<b>DISEASE / INSECT CONTROL</b>		
♦ Turf	450.00	660.00
♦ Trees	2540.00	2750.00
♦ Shrubs / Ground Cover	820.00	950.00
<b>IRRIGATION</b>		
♦ Price Per Controller	1950.00	2010.00
♦ Price per Sprinkler Head		
♦ Price per Quick Coupler		

The following cost of 1,000 Square Feet (SF) includes labor and equipment with the wholesale cost of materials:

RE-SEEDING BASE AREAS/TURF:	Cost Per Request Upon Contract Award	Cost Per Request Effective 01/01/2023
Post Emergency or cultivation		
Initial Cost for first 1,000 SF:	250.00	300.00
Each Additional 1,000 SF:	250.00	300.00

**FLAT WEEKLY RATE**

To be added or deducted to the Annual Contractor's Fee when increasing or reducing days of service at this facility:

Cost Per Week Upon Contract Award	Cost Per Week Effective 01/01/2023
150.00	165.00



## **EXHIBIT C**

### **CONTRACTOR'S PROPOSED SCHEDULE**



**CONTRACTOR'S PROPOSED SCHEDULE**

HONORABLE BOARD OF SUPERVISORS  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, CA 90012

Dear Supervisors:

The undersigned offers to provide all labor and supplies necessary for the provision of landscape and grounds maintenance services at the LA County Library's Landscape and Grounds Maintenance Area 8 as identified in the attached specifications.

Said work shall be done for the period prescribed and in the manner set forth in said specifications, and compensation therefore shall be computed under the formula provided therein based upon the hereinafter proposal price. I agree that if my proposal is accepted by the County Board of Supervisors, I will commence County Library services on 15 days' notice.

I agree to provide the specified services at the LA County Library in accordance with the attached specifications for the following submitted compensation which shall apply to weekdays, weekend, holiday, overtime, and extra personnel coverage.

**STANDARD SERVICE PROPOSALS****MONTHLY CONTRACTOR FEE FOR AREA 8:**

UPON CONTRACT AWARD: \$ 12040.00 per month (use figures)

EFFECTIVE 01/01/2023: \$ 12,783.00 per month (use figures)

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**ANNUAL CONTRACTOR FEE FOR AREA 8:**

UPON CONTRACT AWARD: \$ 144,480.00 per year (use figures)

EFFECTIVE 01/01/2023: \$ 153,396.00 per year (use figures)



Make up of staff assigned to service libraries in this Area 8:

**FULL TIME EMPLOYEES:**

		<u>Upon Contract Award</u>	<u>Effective 01/01/2023</u>
Number of supervisors:	<u>1</u>	Hourly Wage: <u>25.00</u>	Hourly Wage: <u>26.00</u>
Number of working supervisors:	<u>1</u>	Hourly Wage: <u>20.00</u>	Hourly Wage: <u>21.00</u>
Number of grounds workers:	<u>1</u>	Hourly Wage: <u>19.50</u>	Hourly Wage: <u>20.00</u>
Other: ( <u>plumber</u> ):	<u>1</u>	Hourly Wage: <u>20.00</u>	Hourly Wage: <u>21.00</u>

**SPECIALTY CREWS:**

		<u>Upon Contract Award</u>	<u>Effective 01/01/2023</u>
Number of plumbers:	<u>1</u>	Hourly Wage: <u>35.00</u>	Hourly Wage: <u>40.00</u>
Number of tree trimmers:	<u>1</u>	Hourly Wage: <u>35.00</u>	Hourly Wage: <u>40.00</u>
Number of irrigation specialists:	<u>          </u>	Hourly Wage: <u>          </u>	Hourly Wage: <u>          </u>
Other: ( <u>          </u> ):	<u>          </u>	Hourly Wage: <u>          </u>	Hourly Wage: <u>          </u>

Respectfully submitted,

By: 

President

5-15-2022

Title

Date

Sepco Earthscape, Inc.

Firm or Corporation Name

List name(s) of all joint ventures, partners, subcontractors or others having any right or interest in this contract or the proceeds thereof.



**CONTRACTOR'S EEO CERTIFICATION**

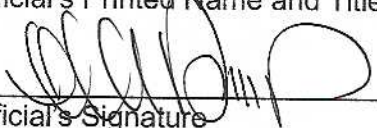
Sepeco Earthscape, Inc.  
Contractor Name  
P.O.Box 5640, Santa Monica, CA 90409  
Address  
95-4712699  
Internal Revenue Service Employer Identification Number

**GENERAL CERTIFICATION**

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

**CONTRACTOR'S SPECIFIC CERTIFICATIONS**

1. The Contractor has a written policy statement prohibiting discrimination in all phases of employment. Yes ☒ No ☐
2. The Contractor periodically conducts a self analysis or utilization analysis of its work force. Yes ☒ No ☐
3. The Contractor has a system for determining if its employment practices are discriminatory against protected groups. Yes ☒ No ☐
4. Where problem areas are identified in employment practices, the Contractor has a system for taking reasonable corrective action, to include establishment of goals or timetables. Yes ☒ No ☐

Sepehr Raafat, president  
Authorized Official's Printed Name and Title  
  
Authorized Official's Signature  
5-15-22  
Date



**COUNTY'S ADMINISTRATION**

CONTRACT NO. \_\_\_\_\_

**COUNTY PROJECT DIRECTOR:**

Name: Elsa Munoz  
Title: Head, Support Services  
Address: 7400 E. Imperial Hwy., Room 206  
Downey, CA 90242  
Telephone: 562.940.8450 Facsimile: \_\_\_\_\_  
E-Mail Address: [emunoz@library.lacounty.gov](mailto:emunoz@library.lacounty.gov)

**COUNTY PROJECT MANAGER:**

Name: Gilbert A. Garcia  
Title: Contract Services Coordinator  
Address: 7400 E. Imperial Hwy., Room 206  
Downey, CA 90242  
Telephone: 562.459.6780 Facsimile: \_\_\_\_\_  
E-Mail Address: [ggarcia@library.lacounty.gov](mailto:ggarcia@library.lacounty.gov)

**COUNTY CONTRACT PROJECT MONITORS:**

Address: 7400 E. Imperial Hwy., Room 206  
Downey, CA 90242

Sevak Khatchadorian      562.459.6783      [skhatchadorian@library.lacounty.gov](mailto:skhatchadorian@library.lacounty.gov)

Liticia Isunza      562.459.6770      [lisunza@library.lacounty.gov](mailto:lisunza@library.lacounty.gov)

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**CONTRACTOR'S ADMINISTRATION****CONTRACTOR'S NAME:** Sepco Earthscape, Inc.**CONTRACT NO:** \_\_\_\_\_**CONTRACTOR'S PROJECT MANAGER:** \_\_\_\_\_

Name: Sepehr Raafat  
Title: president  
Address: 1204 Pearl Street  
Santa Monica, CA 90405  
Telephone: 310-345-7245  
Facsimile: 310-399-1493  
E-Mail Address: sepcoearthscape@aol.com

**CONTRACTOR'S AUTHORIZED OFFICIAL(S)**

Name: Sepehr Raafat  
Title: president and CFO  
Address: 1204 Pearl Street  
Santa Monica, CA 90405  
Telephone: 310-345-7245  
Facsimile: 310-399-1493  
E-Mail Address: sepcoearthscape@aol.com

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

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

Name: Same as above  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Telephone: \_\_\_\_\_  
Facsimile: \_\_\_\_\_  
E-Mail Address: \_\_\_\_\_



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

### **COVID-19 COMPLIANCE**

G COVID-19 VACCINATION CERTIFICATION OF COMPLIANCE

### **NON-IT CONTRACTS**

G1 CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT



**COVID-19 Vaccination Certification of Compliance**  
**Urgency Ordinance, County Code Title 2 – Administration, Division 4 – Miscellaneous –**  
**Chapter 2.212 (COVID-19 Vaccinations of County Contractor Personnel)**

I, Sepehr Raafat, on behalf of Sepco Earthscape, Inc., (the  
 "Contractor"), certify that on County Contract \_\_\_\_\_ [ENTER  
 CONTRACT NUMBER AND NAME]:

X All Contractor Personnel\* on this Contract are fully vaccinated as required by the  
 Ordinance.

\_\_\_\_\_ Most Contractor Personnel\* on this Contract are fully vaccinated as required by the  
 Ordinance. The Contractor or its employer of record, has granted a valid medical or religious  
 exemption to the below identified Contractor Personnel. Contractor will certify weekly that the  
 following unvaccinated Contractor Personnel have tested negative within 72 hours of starting their  
 work week under the County Contract, unless the contracting County department requires  
 otherwise. The Contractor Personnel who have been granted a valid medical or religious  
 exemption are [LIST ALL CONTRACTOR PERSONNEL]:

\*Contractor Personnel includes subcontractors.

\_\_\_\_\_  
 I have authority to bind the Contractor, and have reviewed the requirements above and  
 further certify that I will comply with said requirements.

\_\_\_\_\_  
 Signature

5-15-2022

\_\_\_\_\_  
 Date

president

\_\_\_\_\_  
 Title

Sepco Earthscape, Inc.

\_\_\_\_\_  
 Company/Contractor Name



**CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT**

CONTRACTOR NAME Sepco Earthscape, Inc. Contract No. \_\_\_\_\_

**GENERAL INFORMATION:**

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

**CONTRACTOR ACKNOWLEDGEMENT:**

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

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

**CONFIDENTIALITY AGREEMENT:**

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

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

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

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

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

SIGNATURE: \_\_\_\_\_

DATE: 05/15/2022

PRINTED NAME: \_\_\_\_\_

Sepehr Raafat

POSITION: \_\_\_\_\_

president



Title 2 ADMINISTRATION  
Chapter 2.203.010 through 2.203.090  
CONTRACTOR EMPLOYEE JURY SERVICE

**2.203.010 Findings.**

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

**2.203.020 Definitions.**

The following definitions shall be applicable to this chapter:

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



Title 2 ADMINISTRATION  
Chapter 2.203.010 through 2.203.090  
CONTRACTOR EMPLOYEE JURY SERVICE

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

**2.203.030 Applicability.**

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

**2.203.040 Contractor Jury Service Policy.**

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

**2.203.050 Other Provisions.**

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

**2.203.060 Enforcement and Remedies.**

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

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



Title 2 ADMINISTRATION  
Chapter 2.203.010 through 2.203.090  
CONTRACTOR EMPLOYEE JURY SERVICE

**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)

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## **SAFELY SURRENDERED BABY LAW**



# *Safely* Surrendered



No shame. No blame. No names.

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

[www.babysafela.org](http://www.babysafela.org)





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

www.babysafela.org

# Safely Surrendered Baby Law

## What is the Safely Surrendered Baby Law?

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

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

## How does it work?

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

## What if a parent wants the baby back?

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

## Can only a parent bring in the baby?

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

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

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

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

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

## What happens to the baby?

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

## What happens to the parent or surrendering adult?

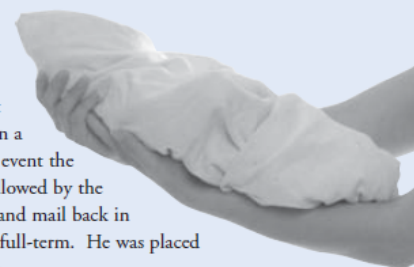
Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

## Why is California doing this?

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

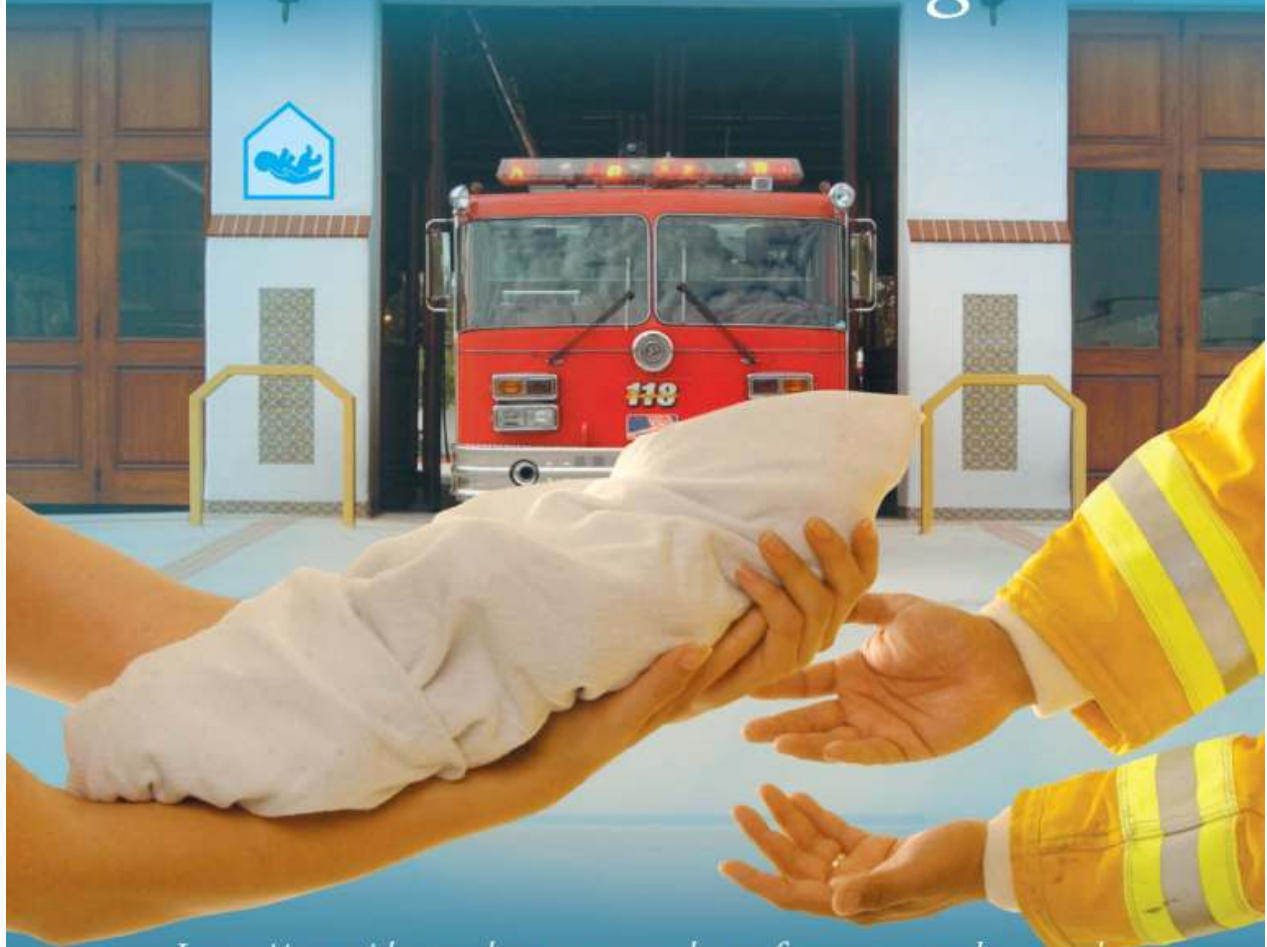
## A baby's story

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





# *Ley de* Entrega de Bebés *Sin Peligro*



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

Sin pena. Sin culpa. Sin nombres.

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

[www.babysafela.org](http://www.babysafela.org)





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

www.babysafela.org

# Ley de Entrega de Bebés Sin Peligro

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

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

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

## ¿Cómo funciona?

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

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

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

## ¿Sólo los padres podrán llevar al recién nacido?

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

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

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

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

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

## ¿Qué pasará con el bebé?

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

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

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

## ¿Por qué se está haciendo esto en California?

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

## Historia de un bebé

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





Title 2 ADMINISTRATION  
Chapter 2.201 LIVING WAGE PROGRAM

**Chapter 2.201 - LIVING WAGE PROGRAM**

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

**Sections:****2.201.010 - Findings.**

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

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

**2.201.020 - Definitions.**

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

- A. "County" includes the County of Los Angeles, any County officer or body, any County department head, and any County employee authorized to enter into a Proposition A contract or a cafeteria services contract with an employer.
- B. "Employee" means any individual who is an employee of an employer under the laws of California, and who is providing full- or part-time services to an employer, some or all of which are provided to the County of Los Angeles under a Proposition A contract, or under a cafeteria services contract at a County of Los Angeles owned or leased facility.
- C. "Employer" means:
  - 1. An individual or entity who has a contract with the County:
    - a. For services which is required to be more economical or feasible under Section 44.7 of the Charter of the County of Los Angeles, and is not listed as an excluded contract in Section 2.121.250 B of the Los Angeles County Code, referred to in this Chapter as a "Proposition A contract," or
    - b. For cafeteria services, referred to in this Chapter as a "cafeteria services contract," and



Title 2 ADMINISTRATION  
Chapter 2.201 LIVING WAGE PROGRAM

- c. Who has received or will receive an aggregate sum of \$25,000.00 or more in any 12 month period under one or more Proposition A contracts and/or one or more cafeteria services contracts; or
- 2. An individual or entity that enters into a subcontract with an employer, as defined in subsection C1 and who employs employees to provide services under the employer's contract with the County.
- D. "Full time" means a minimum 40 hours worked per week, or a lesser number of hours, if the lesser number is a recognized industry standard and is approved as such by the Chief Executive Officer, but in no event less than 35 hours worked per week.
- E. "Part time" means less than 40 hours worked per week, unless a lesser number is a recognized industry standard and is approved as such by the Chief Executive Officer.
- F. "Proposition A contract" means a contract governed by Title 2, Section 2.121.250 et seq., of this code, entitled Contracting with Private Business.

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

### **2.201.030 - Prospective effect.**

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

(Ord. 99-0048 § 1 (part), 1999.)

### **2.201.040 - Payment of living wage.**

- A. Employers shall pay employees a living wage for their services provided to the County of no less than the hourly rate set under this Chapter or in Title 8—Consumer Protection, Business and Wage Regulations, commencing with Section 8.100.010, whichever is higher. The rate shall be as follows:
  - 1. On March 1, 2016, and thereafter the rate shall be \$13.25 per hour;
  - 2. On January 1, 2017, and thereafter the rate shall be \$14.25 per hour;
  - 3. On January 1, 2018, and thereafter the rate shall be \$15.00 per hour;
  - 4. On January 1, 2019, and thereafter the rate shall be \$ 15.79 per hour;
  - 5. Beginning January 1, 2020, and thereafter the living wage rate shall increase annually based on the average Consumer Price Index for Urban Wage Earners and Clerical Works (CPI-W) for the Los Angeles metropolitan area (Los Angeles-Riverside-Orange County, CA), which is published by the Bureau of Labor Statistics of the United States Department of Labor.
- B. The Board of Supervisors may, from time to time, adjust the amounts specified in subsection A of this Section, above for future contracts. Any adjustments to the living wage rate specified in subsection A that are adopted by the Board of Supervisors shall be applicable to Proposition A contracts and cafeteria services contracts and their amendments.

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

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Title 2 ADMINISTRATION  
Chapter 2.201 LIVING WAGE PROGRAM

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

**2.201.050 - Other provisions.**

- A. Full Time Employees. An employer shall assign and use full time employees to provide services under a Proposition A contract or a cafeteria services contract, unless the employer can demonstrate to the County the necessity to use non-full time employees based on staffing efficiency or the County requirements of an individual job.
- B. Neutrality in Labor Relations. An employer shall not use any consideration received under a Proposition A contract or a cafeteria services contract to hinder, or to further, organization of, or collective bargaining activities by or on behalf of an employer's employees, except that this restriction shall not apply to any expenditure made in the course of good faith collective bargaining, or to any expenditure pursuant to obligations incurred under a bona fide collective bargaining agreement, or which would otherwise be permitted under the provisions of the National Labor Relations Act.
- C. Administration. The Chief Executive Officer and the Internal Services Department shall be responsible for the administration of this chapter. The Chief Executive Officer and the Internal Services Department may, with the advice of County Counsel, issue interpretations of the provisions of this chapter. The Chief Executive Officer in conjunction with the Internal Services Department shall issue written instructions on the implementation and ongoing administration of this Chapter. Such instructions may provide for the delegation of functions to other County departments.
- D. Compliance Certification. An employer shall, during the term of a Proposition A contract, or a cafeteria services contract, report for each employee and certify the hours worked, wages paid, and provide other information deemed relevant to the enforcement of this Chapter by the County. Such reports shall be made at the times and in the manner set forth in instructions issued by the Chief Executive Officer in conjunction with the Internal Services Department. The Internal Services Department in conjunction with the Chief Executive Officer shall report annually to the Board of Supervisors on contractor compliance with the provisions of this Chapter.
- E. Contractor Standards. An employer shall demonstrate during the procurement process and for the duration of a Proposition A contract or a cafeteria services contract a history of business stability, integrity in employee relations, and the financial ability to pay a living wage.

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

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Title 2 ADMINISTRATION  
Chapter 2.201 LIVING WAGE PROGRAM

**2.201.060 - Employer retaliation prohibited.**

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

(Ord. 99-0048 § 1 (part), 1999.)

**2.201.070 - Employee retention rights.**

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

- A. A "retention employee" is an employee of a predecessor employer:
  - 1. Who is not an exempt employee under the minimum wage and maximum hour exemptions defined in the federal Fair Labor Standards Act;
  - 2. Who has been employed by an employer under a predecessor Proposition A contract or a predecessor cafeteria services contract for at least six months prior to the date of a new contract; and
  - 3. Who is or will be terminated from his or her employment as a result of the county entering into a new contract.
- B. Subsequent employers shall offer employment to all retention employees who are qualified for such jobs.
- C. A subsequent employer is not required to hire a retention employee who:
  - 1. Has been convicted of a crime related to the job or his or her job performance; or
  - 2. Fails to meet any other county requirement for employees of a contractor.
- D. A subsequent employer may not terminate a retention employee for the first 90 days of employment under a new contract, except for cause. Thereafter a subsequent employer may retain a retention employee on the same terms and conditions as the subsequent employer's other employees.

(Ord. 99-0048 § 1 (part), 1999.)

**2.201.080 - Enforcement and remedies.**

For violation of any of the provisions of this chapter:

- A. An employee may bring an action in the courts of the state of California for damages caused by an employer's violation of this chapter.
  - B. The county department head responsible for administering a Proposition A contract or a cafeteria services contract may do one or more of the following in accordance with such instructions as may be issued by the chief administrative officer:
    - 1. Assess liquidated damages as provided in the contract; and/or
-



Title 2 ADMINISTRATION  
Chapter 2.201 LIVING WAGE PROGRAM

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

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

**2.201.090 - Exceptions.**

- A. Other Laws. This Chapter shall not be interpreted or applied to any employer or to any employee in a manner inconsistent with United States or California laws.
- B. Collective Bargaining Agreements. Any provision of this Chapter shall be superseded by a collective bargaining agreement that expressly so provides.

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

**2.201.100 - Severability.**

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

(Ord. 99-0048 § 1 (part), 1999.)

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## Living Wage Rate Annual Adjustments

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

Effective Date	Hourly Rate
March 1, 2016	\$13.25
January 1, 2017	\$14.25
January 1, 2018	\$15.00
January 1, 2019	\$15.79
January 1, 2020	\$16.31
January 1, 2021	\$16.62
January 1, 2022	\$17.14
January 1, 2023	CPI

Effective January 1, 2020, the Living Wage rate will be adjusted based on the U.S. Department of Labor, Bureau of Labor Statistics' Consumer Price Index (CPI) for the Los Angeles-Riverside-Orange County Area for the 12-month period preceding July 1 of each year.

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

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**COUNTY OF LOS ANGELES  
LIVING WAGE PROGRAM****PAYROLL STATEMENT OF COMPLIANCE**

I, \_\_\_\_\_, \_\_\_\_\_  
(Name of Owner or Company Representative) (Title)

Do hereby state:

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

**I have reviewed the information in this report and as company owner or authorized agent for this company, I sign under penalty of perjury certifying that all information herein is complete and correct.**

Print Name and Title

Owner or Company Representative Signature:

Date:

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



## **EXHIBIT M**

### **FACILITIES MAINTENANCE COST**



## FACILITIES MAINTENANCE COST

## LANDSCAPE AND GROUNDS MAINTENANCE SERVICES – AREA 8

Library Facilities	Monthly Cost	Annual Cost
Baldwin Park	\$1,050.00	\$12,600.00
Duarte	\$1,026.00	\$12,312.00
Hacienda Heights	\$1,209.00	\$14,508.00
La Puente	\$1,169.00	\$14,028.00
Live Oak	\$1,477.00	\$17,724.00
Montebello	\$1,259.00	\$15,108.00
Rowland Heights	\$1,170.00	\$14,040.00
San Dimas	\$1,357.00	\$16,284.00
Sunkist	\$1,199.00	\$14,388.00
Walnut	\$1,124.00	\$13,488.00
-	-	-
-	-	-
-	-	-
-	-	-
<b>Total</b>	<b>\$12,040.00</b>	<b>\$144,480.00</b>





**CONTRACT BY AND BETWEEN**

**COUNTY OF LOS ANGELES**

**AND**

**SEPCO EARTHSCAPE, INC.**

**FOR**

**LANDSCAPE AND GROUNDS MAINTENANCE SERVICES**

**LIBRARY HEADQUARTERS (LHQ)**



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- A Statement of Work
- B Pricing Schedule
- C Contractor's Proposed Schedule
- D Contractor's EEO Certification
- E County's Administration
- F Contractor's Administration
- G Form(s) Required at the Time of Contract Execution
- H Jury Service Ordinance
- I Safely Surrendered Baby Law

### **UNIQUE EXHIBITS**

#### **PROP A – LIVING WAGE PROGRAM EXHIBITS**

- J Living Wage Ordinance
- K Living Wage Rate Annual Adjustments
- L Payroll Statement of Compliance

#### **FACILITIES MAINTENANCE COST**

- M Facilities Maintenance Cost



**CONTRACT BETWEEN  
COUNTY OF LOS ANGELES  
AND  
SEPCO EARTHSCAPE, INC.  
FOR  
LANDSCAPE AND GROUNDS MAINTENANCE SERVICES  
LHQ**

This Contract ("Contract") made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2022 by and between the County of Los Angeles, hereinafter referred to as County and Sepco Earthscape, Inc., hereinafter referred to as "Contractor". Sepco Earthscape, Inc. is located at P.O. Box 5640, Santa Monica, CA 90409.

**RECITALS**

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

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

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

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

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

**1 APPLICABLE DOCUMENTS**

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



**Standard Exhibits:**

- 1.1 Exhibit A - Statement of Work
- 1.2 Exhibit B - Pricing Schedule
- 1.3 Exhibit C - Contractor's Proposed Schedule
- 1.4 Exhibit D - Contractor's EEO Certification
- 1.5 Exhibit E - County's Administration
- 1.6 Exhibit F - Contractor's Administration
- 1.7 Exhibit G - Forms Required at the Time of Contract Execution
- 1.8 Exhibit H - Jury Service Ordinance
- 1.9 Exhibit I - Safely Surrendered Baby Law

**Unique Exhibits:**

**Prop A – Living Wage Program**

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

**Facilities Maintenance Cost**

- 1.13 Exhibit M - Facilities Maintenance Cost

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

## **2 DEFINITIONS**

**2.1 Standard Definitions:**

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

**2.1.1.1 Contract:** This agreement executed between County and Contractor. Included are all supplemental agreements amending or



extending the service to be performed. The Contract sets forth the terms and conditions for the issuance and performance of all tasks, deliverables, services and other work.

2.1.1.2 **Contractor:** The person or persons, sole proprietor, partnership, joint venture, corporation or other legal entity who has entered into an agreement with the County to perform or execute the work covered by this contract.

2.1.1.3 **Statement of Work:** The directions, provisions, and requirements provided herein and special provisions pertaining to the method, frequency, manner and place of performing the contract services.

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

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

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

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

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

2.1.1.9 **County Project Director:** Person designated by County with authority for County on contractual



or administrative matters relating to this contract that cannot be resolved by the County's Project Manager.

- 2.1.1.10 **Day(s):** Calendar day(s) unless otherwise specified.
- 2.1.1.11 **Contractor Project Manager:** The person designated by the Contractor to administer the Contract operations under this Contract.
- 2.1.1.12 **Fiscal Year:** The twelve (12) month period beginning July 1st and ending the following June 30th.
- 2.1.1.13 **County Library:** LA County Library.
- 2.1.1.14 **Unanticipated Work:** Additional as-needed services performed under the Contract when the need arises and requested by the County.

### 3 WORK

- 3.1 Pursuant to the provisions of this Contract, the Contractor will fully perform, complete and deliver on time, all tasks, deliverables, services and other work as set forth in herein.
- 3.2 If the Contractor provides any tasks, deliverables, goods, services, or other work, other than as specified in this contract, the same will be deemed to be a gratuitous effort on the part of the Contractor, and the Contractor will have no claim whatsoever against the County.

### 4 TERM OF CONTRACT

- 4.1 The term of this Contract will be **four (4)** years commencing after execution by County's Board of Supervisors (Board) or September 16, 2022, whichever is later, unless sooner terminated or extended, in whole or in part, as provided in this Contract.
- 4.2 The County will have the sole option to extend this Contract term for up to one (1) additional one (1) year period and six (6) month to month extensions, for a maximum total Contract term of five (5) years and six (6) months. Each such extension option may be exercised at the sole discretion of the County Librarian or his/her designee, as authorized by the Board.



- 4.3 The County maintains databases that track/monitor Contractor performance history. Information entered into such databases may be used for a variety of purposes, including determining whether the County will exercise a contract term extension option.
- 4.4 The Contractor will notify County Library when this Contract is within nine (9) months of the expiration of the term as provided for hereinabove. Upon occurrence of this event, the Contractor will send written notification to County Library at the address herein provided in Exhibit E (County's Administration).

## **5 CONTRACT SUM**

### **5.1 Total Contract Sum**

- 5.1.1 The maximum annual Contract Sum under the terms of this Contract will be **\$31,536.00**, comprised of the Contractor's Fee of **\$26,280.00**, as specified in Exhibit C (Contractor's Proposed Schedule), and an annual estimate for unanticipated work of **\$5,256.00**, as authorized in Section 9.0, Unanticipated Work, of Exhibit A (Statement of Work).
- 5.1.2 The use of the annual estimate for unanticipated work is not guaranteed by the County, and is contingent upon County Library's adopted budget and needs.

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

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

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

- 5.3.1 The Contractor will maintain a system of record keeping that will allow the Contractor to determine when it has incurred seventy-five percent (75%) of the total contract sum under this Contract. Upon occurrence of this event, the Contractor



will send written notification to the County Library at the address herein provided in Exhibit E (County's Administration).

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

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

**5.5 Invoices and Payments**

- 5.5.1 The Contractor will invoice the County only for providing the tasks, deliverables, goods, services, and other work specified in Exhibit A (Statement of Work) and elsewhere hereunder. The Contractor will prepare invoices, which will include the charges owed to the Contractor by the County under the terms of this Contract. The Contractor's payments will be as provided in Exhibit B (Pricing Schedule), Exhibit C (Contractor's Proposed Schedule), and Exhibit M (Facilities Maintenance Cost), and the Contractor will be paid only for the tasks, deliverables, goods, services, and other work approved in writing by the County. If the County does not approve work in writing, no payment will be due to the Contractor for that work.
- 5.5.2 The Contractor's invoices will 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.
- 5.5.3 The Contractor will submit the monthly invoices to the County by the 15<sup>th</sup> calendar day of the month following the month of service.

**Prop A – Living Wage Program:**

**No invoice will be approved for payment unless the**



**following is included:**

**Exhibit L – Payroll Statement of Compliance**

- 5.5.4 All invoices under this Contract will be submitted to the County Library at the physical or electronic mail address of the County Contract Project Monitor herein provided in Exhibit E (County's Administration).

**5.5.5 County Approval of Invoices**

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

**5.5.6 Local Small Business Enterprises – Prompt Payment Program (if applicable)**

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

**5.6 Default Method of Payment: Direct Deposit or Electronic Funds Transfer**

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

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

- 5.6.3 Any provision of law, grant, or funding agreement requiring a specific form or method of payment other



than EFT or direct deposit will supersede this requirement with respect to those payments.

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

## **6 ADMINISTRATION OF CONTRACT – COUNTY**

### **6.1 County Administration**

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

### **6.2 County Project Director**

- 6.2.1 The role of the County Project Director may include:
  - 6.2.1.1 Coordinating with Contractor and ensuring Contractor's performance of the Contract; however, in no event will Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby; and
  - 6.2.1.2 Upon request of the Contractor, providing direction to the Contractor, as appropriate in areas relating to County policy, information requirements, and procedural requirements; however, in no event, will Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby.

### **6.3 County Project Manager**

- 6.3.1 The role of the County Project Manager is authorized to include:
  - 6.3.1.1 Meeting with the Contractor Project Manager on a regular basis; and



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

6.3.1.3 Approving unanticipated work as provided herein.

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

#### **6.4 County Contract Project Monitor**

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

## **7 ADMINISTRATION OF CONTRACT – CONTRACTOR**

### **7.1 Contractor's Administration**

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

### **7.2 Contractor Project Manager**

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

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

7.2.3 The Contractor Project Manager will have a minimum of



three (3) years of documented experience in the landscape and grounds maintenance service industry, including but, not limited to, the overseeing of the day-to-day operations in the delivery of services, quality control, and customer relations.

### **7.3 Approval of Contractor's Staff**

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

7.3.2 The County reserves the right to remove any Contractor staff, for any reason, from performing services under this or any other Contract held by and between Contractor and County Library, at any time during the term of this Contract.

7.3.2.1 Contractor staff removed pursuant to this Sub-section 7.3 (Approval of Contractor's Staff) will not relieve the Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

### **7.4 Contractor's Staff Identification**

7.4.1 The Contractor will provide, at Contractor's expense, all staff providing services under this Contract with a photo identification badge.

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

### **7.5 Background and Security Investigations**

7.5.1 Each of Contractor's staff performing services under this Contract, who is in a designated sensitive position, as determined by County in County's sole discretion, will undergo and pass a background investigation to the satisfaction of County as a condition of beginning and continuing to perform services under this Contract. Such



background investigation must be obtained through fingerprints submitted to the California Department of Justice to include State, local, and federal-level review, which may include, but will not be limited to, criminal conviction information. The fees associated with the background investigation will be at the expense of the Contractor, regardless of whether the member of Contractor's staff passes or fails the background investigation.

- 7.5.2 If a member of Contractor's staff does not pass the background investigation, County may request that the member of Contractor's staff be removed immediately from performing services under the Contract. Contractor will comply with County's request at any time during the term of the Contract. County will not provide to Contractor or to Contractor's staff any information obtained through the County's background investigation.
- 7.5.3 County, in its sole discretion, may immediately deny or terminate facility access to any member of Contractor's staff that does not pass such investigation to the satisfaction of the County or whose background or conduct is incompatible with County facility access.
- 7.5.4 Disqualification of any member of Contractor's staff pursuant to this Sub-section 7.5 (Background and Security Investigations) will not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

## **7.6 Confidentiality**

- 7.6.1 The Contractor will maintain the confidentiality of all records and information in accordance with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures relating to confidentiality, including, without limitation, County policies concerning information technology security and the protection of confidential records and information.
- 7.6.2 The Contractor will indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert,



consulting, or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with this Sub-section 7.6 (Confidentiality), as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Sub-section 7.6 (Confidentiality) will be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County will have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County will be entitled to retain its own counsel, including, without limitation, County Counsel, and to reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor will not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of County without County's prior written approval.

- 7.6.3 The Contractor will inform all of its officers, employees, agents and subcontractors providing services hereunder of the confidentiality provisions of this Contract.
- 7.6.4 The Contractor will sign and adhere to the provisions of Exhibit G1 (Contractor Acknowledgement and Confidentiality Agreement).

## **8 STANDARD TERMS AND CONDITIONS**

### **8.1 Amendments**

- 8.1.1 For any change which affects the scope of work, term, contract sum, payments, or any term or condition included under this Contract, an amendment to the Contract will be prepared and executed by the Contractor and by the Board, for the exceptions of the following:
  - (a) County Librarian is expressly authorized to increase the contract sum set forth in Section 5 (Contract Sum), not to exceed ten percent (10%) of the total annual Contractor's fee, originally approved by the Board, for a particular contract year, due to changes to the number or size of facilities or days of services pursuant to paragraph 8.1.4.



- (b) County Librarian is expressly authorized to increase the contract sum set forth in Section 5 (Contract Sum) for a particular contract year, due to capital projects which includes the addition of new facilities and major renovations of an existing facility.
- (c) County Librarian is expressly authorized to increase the contract sum to modify the annual estimate for unanticipated work included in the annual maximum contract sum, not to exceed twenty percent (20%) of the annual contractor's fee.

Any such changes will be in writing and signed by the Contractor and by the County Librarian, or his/her designee.

- 8.1.2 The County's Board of Supervisors or Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in the Contract during the term of this Contract. The County reserves the right to add and/or change such provisions as required by the County's Board of Supervisors or Chief Executive Officer. To implement such changes, an Amendment to the Contract will be prepared and executed by the Contractor and by the County Librarian, or his/her designee.
- 8.1.3 The County Librarian, or his/her designee, may at his/her sole discretion, authorize extensions of time as defined in Section 4 (Term of Contract). The Contractor agrees that such extensions of time will not change any other term or condition of this Contract during the period of such extensions. To implement an extension of time, an Amendment to the Contract will be prepared and executed by the Contractor and by County Librarian, or his/her designee or the Board.
- 8.1.4 The County reserves the right to amend the Contract to reflect any changes by an increase or decrease in the number of library facilities as listed in Exhibit A (Statement of Work), Attachment I (Service Location and Specifications). The County will notify the Contractor, in writing, at least ten (10) business days prior to the effective date of the modification. Exhibit B (Pricing Schedule) in the Contract, requires that proposals include a flat daily/weekly rate for each library facility. The rate specified will be used to adjust the Contract price in the event of an increase or decrease in days/weeks of service. The cost estimate will not exceed the cost to provide landscape and ground maintenance services for a similar size



library facility being maintained. Payment adjustment will be made to reflect such modification in services on a pro-rata basis commensurate with the number of library facilities and/or days of service increased or decreased of the affected area. The County will determine the need for modification referenced herein.

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

- 8.2.1 The Contractor will notify the County of any pending acquisitions/mergers of its company unless otherwise legally prohibited from doing so. If the Contractor is restricted from legally notifying the County of pending acquisitions/mergers, then it should notify the County of the actual acquisitions/mergers as soon as the law allows and provide to the County the legal framework that restricted it from notifying the County prior to the actual acquisitions/mergers.
- 8.2.2 The Contractor will not assign its rights or delegate its duties under this Contract, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent will be null and void. For purposes of this paragraph, County consent shall require a written Amendment to the Contract, which is formally approved and executed by the parties. Any payments by the County to any approved delegate or assignee on any claim under this Contract shall be deductible, at County's sole discretion, against the claims, which the contractor may have against the County.
- 8.2.3 Any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any person or entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, will be a material breach of the Contract which may result in the termination of this Contract. In the event of such termination, County will be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default by Contractor.

## **8.3 Authorization Warranty**



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

#### **8.4 Budget Reductions**

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

#### **8.5 Complaints**

- 8.5.1 The Contractor will develop, maintain and operate procedures for receiving, investigating and responding to complaints.

##### **8.5.2 Complaint Procedures**

- 8.5.2.1 Within ten (10) business days after the Contract effective date, the Contractor will provide the County with the Contractor's policy for receiving, investigating and responding to user complaints.
- 8.5.2.2 The County will review the Contractor's policy and provide the Contractor with approval of said plan or with requested changes.
- 8.5.2.3 If the County requests changes in the Contractor's policy, the Contractor will make such changes and resubmit the plan within five (5) business days for County approval.



- 8.5.2.4 If, at any time, the Contractor wishes to change the Contractor's policy, the Contractor will submit proposed changes to the County for approval before implementation.
- 8.5.2.5 The Contractor will preliminarily investigate all complaints and notify the County's Project Manager of the status of the investigation within five (5) business days of receiving the complaint.
- 8.5.2.6 When complaints cannot be resolved informally, a system of follow-through will be instituted which adheres to formal plans for specific actions and strict time deadlines.
- 8.5.2.7 Copies of all written responses will be sent to the County's Project Manager within three (3) business days of mailing to the complainant.

## **8.6 Compliance with Applicable Law**

- 8.6.1 In the performance of this Contract, Contractor will comply with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, and all provisions required thereby to be included in this Contract are hereby incorporated herein by reference.
- 8.6.2 The Contractor will indemnify, defend, and hold harmless the County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under Sub-section 8.6 (Compliance with Applicable Law) will be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County will have the right to participate in any such defense at its sole cost and expense, except



that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County will be entitled to retain its own counsel, including, without limitation, County Counsel, and to reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor will not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of County without County's prior written approval.

## **8.7 Compliance with Civil Rights Laws**

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

## **8.8 Compliance with the County's Jury Service Program**

### **8.8.1 Jury Service Program:**

This Contract is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code, a copy of which is attached as Exhibit H and incorporated by reference into and made a part of this Contract.

### **8.8.2 Written Employee Jury Service Policy:**

1. Unless the Contractor has demonstrated to the County's satisfaction either that the Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that the Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), the Contractor will have and adhere to a written policy that provides that its Employees will receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy



may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.

2. For purposes of this Section, "Contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County Contractor and has received or will receive an aggregate sum of fifty thousand dollars (\$50,000) or more in any twelve (12) month period under one or more County Contracts or subcontracts. "Employee" means any California resident who is a full-time employee of the Contractor. "Full-time" means forty (40) hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of ninety (90) days or less within a twelve (12) month period are not considered full-time for purposes of the Jury Service Program. If the Contractor uses any subcontractor to perform services for the County under the Contract, the subcontractor will also be subject to the provisions of this Section. The provisions of this Section will be inserted into any such subcontract agreement and a copy of the Jury Service Program will be attached to the agreement.
3. If the Contractor is not required to comply with the Jury Service Program when the Contract commences, the Contractor will have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and the Contractor will immediately notify the County if the Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if the Contractor no longer qualifies for an exception to the Jury Service Program. In either event, the Contractor will immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Contract and at its sole discretion, that the Contractor demonstrate, to the County's satisfaction that the Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor"



and/or that the Contractor continues to qualify for an exception to the Program.

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

## **8.9 Conflict of Interest**

- 8.9.1 No County employee whose position with the County enables such employee to influence the award of this Contract or any competing Contract, and no spouse or economic dependent of such employee, will be employed in any capacity by the Contractor or have any other direct or indirect financial interest in this Contract. No officer or employee of the Contractor who may financially benefit from the performance of work hereunder will in any way participate in the County's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the County's approval or ongoing evaluation of such work.
- 8.9.2 The Contractor will 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 will immediately make full written disclosure of such facts to the County. Full written disclosure will 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 Section will be a material breach of this Contract.

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

- 8.10.1 Should the Contractor require additional or replacement personnel after the effective date of this Contract to perform the services set forth herein, the Contractor will give first consideration for such employment openings to qualified,



permanent County employees who are targeted for layoff or qualified, former County employees who are on a re-employment list during the life of this Contract.

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

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

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

## **8.12 Contractor Responsibility and Debarment**

### **8.12.1 Responsible Contractor**

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

### **8.12.2 Chapter 2.202 of the County Code**

The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Contractor on this or other contracts which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in the Contract, debar the Contractor from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five (5) years but



may exceed five (5) years or be permanent if warranted by the circumstances, and terminate any or all existing contracts the Contractor may have with the County.

### **8.12.3 Non-Responsible Contractor**

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

### **8.12.4 Contractor Hearing Board**

8.12.4.1 If there is evidence that the Contractor may be subject to debarment, the Department will notify the Contractor in writing of the evidence which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.

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

8.12.4.3 After consideration of any objections, or if no objections are submitted, a record of the



hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board will be presented to the Board. The Board will have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

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

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



8.12.4.6 The Contractor Hearing Board's proposed decision will contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board will present its proposed decision and recommendation to the Board. The Board will have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

**8.12.5 Subcontractors of Contractor**

These terms will also apply to Subcontractors of County Contractors.

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

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

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

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

8.14.2 As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the Contractor's duty under this Contract to comply with all applicable provisions of law, the Contractor warrants that it is now in compliance and will 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 will implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

#### **8.15 County's Quality Assurance Plan**

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

#### **8.16 Damage to County Facilities, Buildings, or Grounds**

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

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

#### **8.17 Employment Eligibility Verification**

8.17.1 The Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. The Contractor will 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 will retain all such documentation for all covered employees for the period prescribed by law.

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

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

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

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

#### **8.19 Fair Labor Standards**

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



jointly or solely liable.

## **8.20 Force Majeure**

- 8.20.1 Neither party will be liable for such party's failure to perform its obligations under and in accordance with this Contract, if such failure arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's subcontractors), freight embargoes, or other similar events to those described above, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of such party (such events are referred to in this Section as "force majeure events").
- 8.20.2 Notwithstanding the foregoing, a default by a subcontractor of Contractor will not constitute a force majeure event, unless such default arises out of causes beyond the control of both Contractor and such Subcontractor, and without any fault or negligence of either of them. In such case, Contractor will not be liable for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required performance schedule. As used in this Sub-section 8.20 (Force Majeure), the term "Subcontractor" and "Subcontractors" mean Subcontractors at any tier.
- 8.20.3 In the event Contractor's failure to perform arises out of a force majeure event, Contractor agrees to use commercially reasonable best efforts to obtain goods or services from other sources, if applicable, and to otherwise mitigate the damages and reduce the delay caused by such force majeure event.

## **8.21 Governing Law, Jurisdiction, and Venue**

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

## **8.22 Independent Contractor Status**

- 8.22.1 This Contract is by and between the County and the



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

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

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

8.22.4 The Contractor will adhere to the provisions stated in Sub-section 7.6 (Confidentiality).

## **8.23 Indemnification**

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

## **8.24 General Provisions for all Insurance Coverage**

8.24.1 Without limiting Contractor's indemnification of County, and in the performance of this Contract and until all of its obligations pursuant to this Contract have been met,



Contractor will provide and maintain at its own expense insurance coverage satisfying the requirements specified in Sub-sections 8.24 (General Provisions for all Insurance Coverage) and 8.25 (Insurance Coverage) of this Contract. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon Contractor pursuant to this Contract. The County in no way warrants that the Required Insurance is sufficient to protect the Contractor for liabilities which may arise from or relate to this Contract.

#### **8.24.2 Evidence of Coverage and Notice to County**

**8.24.2.1** Certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) has been given Insured status under the Contractor's General Liability policy, will be delivered to County at the address shown below and provided prior to commencing services under this Contract.

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

**8.24.2.3** Certificates will 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 will match the name of the Contractor identified as the contracting party in this Contract. Certificates will provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand dollars (\$50,000.00), and list any County required endorsement forms.



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

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

LA County Library  
Contract Services Unit  
7400 E. Imperial Hwy., Room 221  
Downey, CA 90242

**8.24.2.6** Contractor also will promptly report to County any injury or property damage accident or incident, including any injury to a Contractor employee occurring on County property, and any loss, disappearance, destruction, misuse, or theft of County property, monies or securities entrusted to Contractor. Contractor also will promptly notify County of any third party claim or suit filed against Contractor or any of its subcontractors which arises from or relates to this Contract, and could result in the filing of a claim or lawsuit against Contractor and/or County.

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

The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, employees and volunteers (collectively County and its Agents) will be provided additional insured status under Contractor's General Liability policy with respect to liability arising out of Contractor's ongoing and completed operations performed on behalf of the County. County and its Agents additional insured status will apply with respect to liability and defense of suits arising out of the Contractor's acts or omissions, whether such liability is attributable to the Contractor or to the County. The full policy limits and scope of protection also will apply to the County and its Agents as an additional insured, even if they exceed the County's minimum



Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

#### **8.24.4 Cancellation of or Changes in Insurance**

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

#### **8.24.5 Failure to Maintain Insurance**

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

#### **8.24.6 Insurer Financial Ratings**

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

#### **8.24.7 Contractor's Insurance Will Be Primary**

Contractor's insurance policies, with respect to any claims related to this Contract, will be primary with respect to all other sources of coverage available to Contractor. Any County maintained insurance or self-insurance coverage



will be in excess of and not contribute to any Contractor coverage.

#### **8.24.8 Waivers of Subrogation**

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

#### **8.24.9 Subcontractor Insurance Coverage Requirements**

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

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

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

#### **8.24.11 Claims Made Coverage**

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



#### 8.24.12 **Application of Excess Liability Coverage**

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

#### 8.24.13 **Separation of Insureds**

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

#### 8.24.14 **Alternative Risk Financing Programs**

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

#### 8.24.15 **County Review and Approval of Insurance Requirements**

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

### 8.25 **Insurance Coverage**

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

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

8.25.2 **Automobile Liability** insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than \$1 million for bodily injury and property damage, in combined or equivalent split limits, for each



single accident. Insurance will cover liability arising out of Contractor's use of autos pursuant to this Contract, including owned, leased, hired, and/or non-owned autos, as each may be applicable.

**8.25.3 Workers Compensation and Employers' Liability**

insurance or qualified self- insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$1 million per accident. If Contractor will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also will include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer. The written notice will be provided to County at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. If applicable to Contractor's operations, coverage also will be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

**8.25.4 Pollution Liability** insurance will also provide pollution liability coverage with a limit of not less than \$1 million per occurrence covering the release, discharge, escape, dispersal, or emission of pollutants, whether gradual or sudden, and include the costs and expenses associated with clean-up, testing, monitoring and treatment of pollutants in compliance with governmental mandate or requests.

**8.26 Liquidated Damages**

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



- 8.26.2 If the County Librarian, or his/her designee, determines that there are deficiencies in the performance of this Contract that the County Librarian, or his/her designee, deems are correctable by the Contractor over a certain time span, the County Librarian, 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 County Librarian, 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 two hundred dollars (\$200) per day per infraction, and that the Contractor will be liable to the County for liquidated damages in said amount. Said amount will be deducted from the County's payment to the Contractor; and/or (c) Upon giving five (5) days' notice to the Contractor for failure to correct the deficiencies, the County may correct any and all deficiencies and the total costs incurred by the County for completion of the work by an alternate source, whether it be County forces or separate private Contractor, will be deducted and forfeited from the payment to the Contractor from the County, as determined by the County.
- 8.26.3 The action noted in paragraph 8.26.2 will not be construed as a penalty, but as adjustment of payment to the Contractor to recover the County cost due to the failure of the Contractor to complete or comply with the provisions of this Contract.
- 8.26.4 This paragraph will not, in any manner, restrict or limit the County's right to damages for any breach of this Contract provided by law or paragraph 8.26.2, and will not, in any manner, restrict or limit the County's right to terminate this Contract as agreed to herein.

## **8.27 Most Favored Public Entity**

- 8.27.1 If the Contractor's prices decline, or should the Contractor at any time during the term of this Contract provide the same goods or services under similar quantity and delivery



conditions to the State of California or any county, municipality, or district of the State at prices below those set forth in this Contract, then such lower prices will be immediately extended to the County.

## **8.28 Nondiscrimination and Affirmative Action**

- 8.28.1 The Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and will be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.
- 8.28.2 The Contractor will certify to, and comply with, the provisions of Exhibit D (Contractor's EEO Certification).
- 8.28.3 The Contractor will 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 will include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- 8.28.4 The Contractor certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.
- 8.28.5 The Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies will comply with all applicable Federal and State laws and regulations to the end that no person will, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.



- 8.28.6 The Contractor will allow County representatives access to the Contractor's employment records during regular business hours to verify compliance with the provisions of this Sub-section 8.28 (Nondiscrimination and Affirmative Action) when so requested by the County.
- 8.28.7 If the County finds that any provisions of this Sub-section 8.28 (Nondiscrimination and Affirmative Action) have been violated, such violation will constitute a material breach of this Contract upon which the County may terminate or suspend this Contract. While the County reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California 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 will constitute a finding by the County that the Contractor has violated the anti-discrimination provisions of this Contract.
- 8.28.8 The parties agree that in the event the Contractor violates any of the anti-discrimination provisions of this Contract, the County will, at its sole option, be entitled to the sum of five hundred dollars (\$500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

## **8.29 Non Exclusivity**

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

## **8.30 Notice of Delays**

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

## **8.31 Notice of Disputes**

- 8.31.1 The Contractor will bring to the attention of the County's



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

### **8.32 Notice to Employees Regarding the Federal Earned Income Credit**

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

### **8.33 Notice to Employees Regarding the Safely Surrendered Baby Law**

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

### **8.34 Notices**

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

### **8.35 Prohibition Against Inducement or Persuasion**

8.35.1 Notwithstanding the above, the Contractor and the County agree that, during the term of this Contract and for a period of one year thereafter, neither party will in any way



intentionally induce or persuade any employee of one party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

### **8.36 Public Records Act**

- 8.36.1 Any documents submitted by the Contractor; all information obtained in connection with the County's right to audit and inspect the Contractor's documents, books, and accounting records pursuant to Sub-section 8.38 (Record Retention and Inspection-Audit Settlement) of this Contract; as well as those documents which were required to be submitted in response to the Request for Proposals (RFP) used in the solicitation process for this Contract, become the exclusive property of the County. All such documents become a matter of public record and will be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". The County will not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.
- 8.36.2 In the event the County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a proposal marked "trade secret", "confidential", or "proprietary", the Contractor agrees to defend and indemnify the County from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act.

### **8.37 Publicity**

- 8.37.1 The Contractor will not disclose any details in connection with this Contract to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing the Contractor's need to identify its services and related clients to sustain itself, the County will not inhibit the Contractor from publishing its role under this Contract within the following conditions:
- 8.37.1.1 The Contractor will develop all publicity material in a professional manner; and
- 8.37.1.2 During the term of this Contract, the Contractor



will not, and will not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the County without the prior written consent of the County's Project Director. The County will not unreasonably withhold written consent.

- 8.37.2 The Contractor may, without the prior written consent of County, indicate in its proposals and sales materials that it has been awarded this Contract with the County of Los Angeles, provided that the requirements of this Sub-section 8.37 (Publicity) will apply.

### **8.38 Record Retention and Inspection-Audit Settlement**

- 8.38.1 The Contractor will maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. The Contractor will also maintain accurate and complete employment and other records relating to its performance of this Contract. The Contractor agrees that the County, or its authorized representatives, will have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Contract. All such material, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, will be kept and maintained by the Contractor and will be made available to the County during the term of this Contract and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such material prior to such time. All such material will be maintained by the Contractor at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the Contractor will pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.
- 8.38.2 In the event that an audit of the Contractor is conducted specifically regarding this Contract by any Federal or State auditor, or by any auditor or accountant employed by the Contractor or otherwise, then the Contractor will file a copy of such audit report with the County's Auditor-Controller within thirty (30) days of the Contractor's receipt thereof, unless



otherwise provided by applicable Federal or State law or under this Contract. Subject to applicable law, the County will make a reasonable effort to maintain the confidentiality of such audit report(s).

- 8.38.3 Failure on the part of the Contractor to comply with any of the provisions of this Sub-section 8.38 (Record Retention and Inspection-Audit Settlement) will constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.
- 8.38.4 If, at any time during the term of this Contract or within five (5) years after the expiration or termination of this Contract, representatives of the County conduct an audit of the Contractor regarding the work performed under this Contract, and if such audit finds that the County's dollar liability for any such work is less than payments made by the County to the Contractor, then the difference will be either: a) repaid by the Contractor to the County by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the Contractor from the County, whether under this Contract or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to the Contractor, then the difference will be paid to the Contractor by the County by cash payment, provided that in no event will the County's maximum obligation for this Contract exceed the funds appropriated by the County for the purpose of this Contract.
- 8.38.5 In addition to the above, the Contractor agrees, should the County or its authorized representatives determine, in the County's sole discretion, that it is necessary or appropriate to review a broader scope of the Contractor's records (including, certain records related to non-County contracts) to enable the County to evaluate the Contractor's compliance with the County's Living Wage Program, that the Contractor will promptly and without delay provide to the County, upon the written request of the County or its authorized representatives, access to and the right to examine, audit, excerpt, copy, or transcribe any and all transactions, activities, or records relating to any of its employees who have provided services to the County under this Contract, including without limitation, records relating to work performed by said employees on the Contractor's non-County contracts. The Contractor further acknowledges that



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

### **8.39 Recycled Bond Paper**

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

### **8.40 Subcontracting**

- 8.40.1 The requirements of this Contract may not be subcontracted by the Contractor **without the advance approval of the County**. Any attempt by the Contractor to subcontract without the prior consent of the County may be deemed a material breach of this Contract.
- 8.40.2 If the Contractor desires to subcontract, the Contractor will provide the following information promptly at the County's request:
- 8.40.2.1 A description of the work to be performed by the subcontractor;
  - 8.40.2.2 A draft copy of the proposed subcontract; and



8.40.2.3 Other pertinent information and/or certifications requested by the County.

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

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

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

8.40.6 The County Librarian or his/her designee is authorized to act for and on behalf of the County with respect to approval of any subcontract and subcontractor employees. After approval of the subcontract by the County, Contractor will forward a fully executed subcontract to the County for their files.

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

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

LA County Library  
Contract Services Coordinator  
7400 East Imperial Highway, Downey, CA 90242

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



- 8.41.1 Failure of the Contractor to maintain compliance with the requirements set forth in Sub-section 8.14 (Contractor's Warranty of Adherence to County's Child Support Compliance Program) will constitute default under this Contract. Without limiting the rights and remedies available to the County under any other provision of this Contract, failure of the Contractor to cure such default within ninety (90) calendar days of written notice will be grounds upon which the County may terminate this Contract pursuant to Sub-section 8.43 (Termination for Default) and pursue debarment of the Contractor, pursuant to County Code Chapter 2.202.

#### **8.42 Termination for Convenience**

- 8.42.1 This Contract may be terminated, in whole or in part, from time to time, when such action is deemed by the County, in its sole discretion, to be in its best interest. Termination of work hereunder will 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 will be no less than ten (10) days after the notice is sent.
- 8.42.2 After receipt of a notice of termination and except as otherwise directed by the County, the Contractor will:
- 8.42.2.1 Stop work under this Contract on the date and to the extent specified in such notice, and
- 8.42.2.2 Complete performance of such part of the work as will not have been terminated by such notice.
- 8.42.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of the Contractor under this Contract will be maintained by the Contractor in accordance with Sub-section 8.38 (Record Retention and Inspection-Audit Settlement).

#### **8.43 Termination for Default**

- 8.43.1 The County may, by written notice to the Contractor, terminate the whole or any part of this Contract, if, in the judgment of County's Project Director:
- 8.43.1.1 Contractor has materially breached this Contract;  
or



- 8.43.1.2 Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Contract; or
  - 8.43.1.3 Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or of any obligations of this Contract and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.
- 8.43.2 In the event that the County terminates this Contract in whole or in part as provided in paragraph 8.43.1, the County may procure, upon such terms and in such manner as the County may deem appropriate, goods and services similar to those so terminated. The Contractor will be liable to the County for any and all excess costs incurred by the County, as determined by the County, for such similar goods and services. The Contractor will continue the performance of this Contract to the extent not terminated under the provisions of this Section.
- 8.43.3 Except with respect to defaults of any subcontractor, the Contractor will not be liable for any such excess costs of the type identified in paragraph 8.43.2 if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a Subcontractor, and if such default arises out of causes beyond the control of both the Contractor and Subcontractor, and without the fault or negligence of either of them, the Contractor will not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit the



Contractor to meet the required performance schedule. As used in this paragraph, the term "Subcontractor(s)" means Subcontractor(s) at any tier.

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

#### **8.44 Termination for Improper Consideration**

- 8.44.1 The County may, by written notice to the Contractor, immediately terminate the right of the Contractor to proceed under this Contract if it is found that consideration, in any form, was offered or given by the Contractor, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing this Contract or securing favorable treatment with respect to the award, amendment, or extension of this Contract or the making of any determinations with respect to the Contractor's performance pursuant to this Contract. In the event of such termination, the County will be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default by the Contractor.
- 8.44.2 The Contractor will immediately report any attempt by a County officer or employee to solicit such improper consideration. The report will be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.
- 8.44.3 Among other items, such improper consideration may take the form of cash, discounts, services, the provision of travel or entertainment, or tangible gifts.

#### **8.45 Termination for Insolvency**



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

8.45.1.1 Insolvency of the Contractor. The Contractor will be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the Contractor is insolvent within the meaning of the Federal Bankruptcy Code;

8.45.1.2 The filing of a voluntary or involuntary petition regarding the Contractor under the Federal Bankruptcy Code;

8.45.1.3 The appointment of a Receiver or Trustee for the Contractor; or

8.45.1.4 The execution by the Contractor of a general assignment for the benefit of creditors.

8.45.2 The rights and remedies of the County provided in this Sub-section 8.45 (Termination for Insolvency) will not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

#### **8.46 Termination for Non-Adherence of County Lobbyist Ordinance**

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

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

8.47.1 Notwithstanding any other provision of this Contract, the County will not be obligated for the Contractor's performance hereunder or by any provision of this Contract during any of the County's future fiscal years unless and until the County's Board of Supervisors appropriates funds for this Contract in the County's Budget for each such future fiscal year. In the



event that funds are not appropriated for this Contract, then this Contract will terminate as of June 30 of the last fiscal year for which funds were appropriated. The County will notify the Contractor in writing of any such non-allocation of funds at the earliest possible date.

#### **8.48 Validity**

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

#### **8.49 Waiver**

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

#### **8.50 Warranty Against Contingent Fees**

- 8.50.1 The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon any Contract or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business.
- 8.50.2 For breach of this warranty, the County will have the right to terminate this Contract and, at its sole discretion, deduct from the Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

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

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



otherwise imposed upon County and its taxpayers.

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

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

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

#### **8.53 Time Off for Voting**

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

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

- 8.54.1 Contractor acknowledges that the County has established a Zero Tolerance Policy on Human Trafficking prohibiting Contractors from engaging in human trafficking.
- 8.54.2 If a Contractor or member of Contractor's staff is convicted of a human trafficking offense, the County will require that the Contractor or member of Contractor's staff be removed immediately from performing services under the Contract. County will not be under any obligation to disclose confidential information regarding the offenses other than those required by law.



- 8.54.3 Disqualification of any member of Contractor's staff pursuant to this Sub-section 8.54 (Compliance with County's Zero Tolerance Policy on Human Trafficking) will not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

## **8.55 Integrated Pest Management Program Compliance**

- 8.55.1 Contractor acknowledges that County has established an Integrated Pest Management Program (the Program) which aims to reduce or eliminate pollutants moved into surface water through storm water management systems and facilities. Contractor certifies compliance on Exhibit 22 (Integrated Pest Management (IPM) Program Compliance Certification) in Appendix D (Required Forms), that Contractor has reviewed, understands, and will adhere to the County's IPM Program requirements as set forth in this Sub-section 8.55 (Integrated Pest Management Program Compliance) and at: [www.lacountyipm.org](http://www.lacountyipm.org)
- 8.55.2 Contractor must ensure and certify that its employees who apply pesticides on County owned or maintained property are appropriately trained. The training, which must be conducted on an annual basis, but no later than June 30th of each calendar year, must meet the County's minimum requirements under the Program.
- 8.55.3 Employee training may be self-certified by Contractors, provided the County has the ability to audit the training, and must include, at a minimum, the following:
- The potential for pesticide-related surface water toxicity;
  - Proper use, handling, and disposal of pesticides;
  - Least toxic methods of pest prevention and control, including IPM; and
  - Reduction of pesticide use.
- 8.55.4 All users of commercial pesticides are required by State law to provide a monthly pesticide report to the Los Angeles County Department of Agricultural Commissioner/ Weights and Measures (ACWM). In addition to the mandatory monthly reporting requirement, Contractor will provide to the Department, with a copy to the ACWM, an annual summary of the pesticides used outdoors on County-owned or maintained property by Fiscal Year (July 1 to June 30). For



each pesticide, the summary will include all of the following:

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

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

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

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

#### **8.57 Compliance with the County Policy of Equity**

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

#### **8.58 Prohibition from Participation in Future Solicitation(s)**

A Proposer, or a Contractor or its subsidiary or Subcontractor ("Proposer/Contractor"), is prohibited from submitting a bid or proposal in a County solicitation if the Proposer/Contractor has provided advice or consultation for the solicitation. A Proposer/Contractor is also prohibited from submitting a bid or proposal in a County solicitation if the Proposer/Contractor has developed or prepared any of the solicitation materials on behalf of



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

#### **8.59 COVID-19 Vaccinations of County Contractor Personnel**

- 8.59.1 At Contractor's sole cost, Contractor will comply with Chapter 2.212 (COVID-19 Vaccinations of County Contractor Personnel) of County Code Title 2 - Administration, Division 4. All employees of 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 County employees, interns, volunteers, and commissioners ("County workforce members"), (2) working on 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").
- 8.59.2 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").
- 8.59.3 Prior to assigning Contractor Personnel to perform In-Person Services, Contractor will obtain proof that such Contractor Personnel have been fully vaccinated by confirming 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 Contractors who follow the CDPH vaccination records guidelines and standards. Contractor will also provide written notice to County before the start of work under this Contract that its Contractor Personnel are in compliance with the requirements of this section. Contractor will retain such proof of vaccination for the document retention period set forth in this Contract, and must provide such records to the County for audit purposes, when required by County.

- 8.59.4 Contractor will evaluate any medical or sincerely held religious exemption request of its Contractor Personnel, as required by law. If Contractor has determined that 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 County for audit purposes, when required by County. The unvaccinated exempt Contractor Personnel must meet the following requirements prior to (1) interacting in person with County workforce members, (2) working on 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 County or other applicable law, regulation or order.
  - b. Wear a mask that is consistent with CDC recommendations at all times while on County controlled or owned property, and while engaging with members of the public and County workforce members.
  - c. Engage in proper physical distancing, as determined by the applicable County department that the Contract is with.



- 8.59.5 In addition to complying with the requirements of this section, Contractor will also comply with all other applicable local, departmental, State, and federal laws, regulations and requirements for COVID-19. A completed Exhibit G (COVID-19 Vaccination Certification of Compliance) is a required part of any agreement with the County.

## **9 UNIQUE TERMS AND CONDITIONS**

### **9.1 Compliance with the County's Living Wage Program**

#### **9.1.1 Living Wage Program**

This Contract is subject to the provisions of the County's ordinance entitled Living Wage Program as codified in Sections 2.201.010 through 2.201.100 of the Los Angeles County Code, a copy of which is attached as Exhibit J (Living Wage Ordinance) and incorporated by reference into and made a part of this Contract.

#### **9.1.2 Payment of Living Wage Rates**

9.1.2.1 Unless the Contractor has demonstrated to the County's satisfaction either that the Contractor is not an "Employer" as defined under the Program (Section 2.201.020 of the County Code) or that the Contractor qualifies for an exception to the Living Wage Program (Section 2.201.090 of the County Code), the Contractor will pay its employees no less than the applicable hourly living wage rate, as set forth in Exhibit K (Living Wage Rate Annual Adjustment), for the employees' services provided to the County, including, without limitation, "Travel Time" as defined below in paragraph 9.1.2.5 under the Contract.

9.1.2.2 For purposes of this paragraph, "Contractor" includes any Subcontractor engaged by the Contractor to perform services for the County under the Contract. If the Contractor uses any Subcontractor to perform services for the County under the Contract, the Subcontractor will be subject to the provisions of this paragraph. The provisions of this paragraph will be inserted into any such subcontract and a copy of the Living Wage Program will be attached to the subcontract. "Employee" means



any individual, who is an employee of the Contractor under the laws of California, and who is providing full-time or part-time services to the Contractor, which are provided to the County under the Contract. "Full-time" means a minimum of forty (40) hours worked per week, or a lesser number of hours, if the lesser number is a recognized industry standard and is approved as such by the County; however, fewer than thirty-five (35) hours worked per week will not, in any event, be considered full-time.

9.1.2.3 If the Contractor is required to pay a living wage when the Contract commences, the Contractor will continue to pay a living wage for the entire term of the Contract, including any option period.

9.1.2.4 If the Contractor is not required to pay a living wage when the Contract commences, the Contractor will have a continuing obligation to review the applicability of its "exemption status" from the living wage requirement. The Contractor will immediately notify the County if the Contractor at any time either comes within the Living Wage Program's definition of "Employer" or if the Contractor no longer qualifies for the exception to the Living Wage Program. In either event, the Contractor will immediately be required to commence paying the living wage and will be obligated to pay the living wage for the remaining term of the Contract, including any option period. The County may also require, at any time during the Contract and at its sole discretion, that the Contractor demonstrate to the County's satisfaction that the Contractor either continues to remain outside of the Living Wage Program's definition of "Employer" and/or that the Contractor continues to qualify for the exception to the Living Wage Program. Unless the Contractor satisfies this requirement within the time frame permitted by the County, the Contractor will immediately be required to pay the living wage for the remaining term of the



Contract, including any option period.

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

**9.1.3 Contractor's Submittal of Certified Monitoring Reports**

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

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



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

#### **9.1.5 County Auditing of Contractor Records**

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

#### **9.1.6 Notifications to Employees**

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

#### **9.1.7 Enforcement and Remedies**

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

##### **1. Remedies for Submission of Late or Incomplete**



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

- a. Withholding of Payment. If the Contractor fails to submit accurate, complete, timely and properly certified monitoring reports, the County may withhold from payment to the Contractor up to the full amount of any invoice that would otherwise be due, until the Contractor has satisfied the concerns of the County, which may include required submittal of revised certified monitoring reports or additional supporting documentation.
- b. Liquidated Damages. It is mutually understood and agreed that the Contractor's failure to submit an accurate, complete, timely and properly certified monitoring report will result in damages being sustained by the County. It is also understood and agreed that the nature and amount of the damages will be extremely difficult and impractical to fix; that the liquidated damages set forth herein are the nearest and most exact measure of damages for such breach that can be fixed at this time; and that the liquidated damages are not intended as a penalty or forfeiture for the Contractor's breach. Therefore, in the event that a certified monitoring report is deficient, including but not limited to being late, inaccurate, incomplete or uncertified, it is agreed that the County may, in its sole discretion, assess against the Contractor liquidated damages in the amount of one hundred dollars (\$100) per monitoring report for each day until the County has been provided with a properly prepared, complete and certified monitoring report. The County may deduct any assessed liquidated damages from any payments otherwise due the Contractor.
- c. Termination. The Contractor's continued failure to submit accurate, complete, timely and properly certified monitoring reports may constitute a material breach of the Contract. In the event of



such material breach, the County may, in its sole discretion, terminate the Contract.

2. Remedies for Payment of Less Than the Required Living Wage. If the Contractor fails to pay any employee at least the applicable hourly living wage rate, such deficiency will constitute a breach of the Contract. In the event of any such breach, the County may, in its sole discretion, exercise any or all of the following rights/remedies:
  - a. Withholding Payment. If the Contractor fails to pay one or more of its employees at least the applicable hourly living wage rate, the County may withhold from any payment otherwise due the Contractor the aggregate difference between the living wage amounts the Contractor was required to pay its employees for a given pay period and the amount actually paid to the employees for that pay period. The County may withhold said amount until the Contractor has satisfied the County that any underpayment has been cured, which may include required submittal of revised certified monitoring reports or additional supporting documentation.
  - b. Liquidated Damages. It is mutually understood and agreed that the Contractor's failure to pay any of its employees at least the applicable hourly living wage rate will result in damages being sustained by the County. It is also understood and agreed that the nature and amount of the damages will be extremely difficult and impractical to fix; that the liquidated damages set forth herein are the nearest and most exact measure of damages for such breach that can be fixed at this time; and that the liquidated damages are not intended as a penalty or forfeiture for the Contractor's breach. Therefore, it is agreed that the County may, in its sole discretion, assess against the Contractor liquidated damages of fifty dollars (\$50) per employee per day for each and every instance of an underpayment to an employee. The County may deduct any assessed liquidated damages from any payments otherwise due the Contractor.
  - c. Termination. The Contractor's continued failure to pay any of its employees the applicable hourly living



wage rate may constitute a material breach of the Contract. In the event of such material breach, the County may, in its sole discretion, terminate the Contract.

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

#### **9.1.8 Use of Full-Time Employees**

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

#### **9.1.9 Contractor Retaliation Prohibited**

The Contractor and/or its employees will not take any adverse action which would result in the loss of any benefit of employment, any contract benefit, or any statutory benefit for any employee, person or entity who has reported a violation of the Living Wage Program to the County or to any other public or private agency, entity or person. A violation of the provisions of this paragraph may constitute a material breach of the Contract. In the event of such material breach, the County may, in its sole discretion, terminate the Contract.

#### **9.1.10 Contractor Standards**

During the term of the Contract, the Contractor will maintain business stability, integrity in employee relations and the financial ability to pay a living wage to its employees. If



requested to do so by the County, the Contractor will demonstrate to the satisfaction of the County that the Contractor is complying with this requirement.

#### **9.1.11 Employee Retention Rights**

1. The Contractor will offer employment to all retention employees who are qualified for such jobs. A “retention employee” is an individual:
  - a. Who is not an exempt employee under the minimum wage and maximum hour exemptions defined in the federal Fair Labor Standards Act; and
  - b. Who has been employed by a Contractor under a predecessor Proposition A contract or a predecessor cafeteria services contract with the County for at least six (6) months prior to the date of this new Contract, which predecessor contract was terminated by the County prior to its expiration; and
  - c. Who is or will be terminated from his or her employment as a result of the County entering into this new contract.
2. The Contractor is not required to hire a retention employee who:
  - a. Has been convicted of a crime related to the job or his or her performance; or
  - b. Fails to meet any other County requirement for employees of a Contractor.
3. The Contractor will not terminate a retention employee for the first ninety (90) days of employment under the contract, except for cause. Thereafter, the Contractor may retain a retention employee on the same terms and conditions as the Contractor’s other employees.

#### **9.1.12 Neutrality in Labor Relations**

The Contractor will not use any consideration received under the Contract to hinder, or to further, organization of, or collective bargaining activities by or on behalf of the Contractor’s employees, except that this restriction will not apply to any expenditure made in the course of good faith



collective bargaining, or to any expenditure pursuant to obligations incurred under a bona fide collective bargaining Contract, or which would otherwise be permitted under the provisions of the National Labor Relations Act.

## **9.2 Local Small Business Enterprise (LSBE) Preference Program**

- 9.2.1 This Contract is subject to the provisions of the County's ordinance entitled LSBE Preference Program, as codified in Chapter 2.204 of the Los Angeles County Code.
- 9.2.2 The Contractor will not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a LSBE.
- 9.2.3 The Contractor will not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a LSBE.
- 9.2.4 If the Contractor has obtained certification as a LSBE by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this contract to which it would not otherwise have been entitled, will:
1. Pay to the County any difference between the contract amount and what the County's costs would have been if the contract had been properly awarded;
  2. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than ten (10) percent of the amount of the contract; and
  3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

The above penalties will also apply to any business that has previously obtained proper certification, however, as a result



of a change in their status would no longer be eligible for certification, and fails to notify the State and the Department of Consumer and Business Affairs of this information prior to responding to a solicitation or accepting a contract award.

### **9.3 Social Enterprise (SE) Preference Program**

- 9.3.1 This Contract is subject to the provisions of the County's ordinance entitled SE Preference Program, as codified in Chapter 2.205 of the Los Angeles County Code.
- 9.3.2 Contractor will not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a SE.
- 9.3.3 Contractor will not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a SE.
- 9.3.4 If Contractor has obtained County certification as a SE by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this contract to which it would not otherwise have been entitled, Contractor will:
  - 1. Pay to the County any difference between the contract amount and what the County's costs would have been if the contract had been properly awarded;
  - 2. In addition to the amount described in subdivision (1) above, the Contractor will be assessed a penalty in an amount of not more than ten percent (10%) of the amount of the contract; and
  - 3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

The above penalties will also apply to any entity that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for



certification, and fails to notify the Department of Consumer and Business Affairs of this information prior to responding to a solicitation or accepting a contract award.

**9.4 Disabled Veteran Business Enterprise (DVBE) Preference Program**

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

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

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

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

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

Notwithstanding any other remedies in this Contract, the above penalties will also apply to any business that has previously obtained proper certification, however, as a result



of a change in their status would no longer be eligible for certification, and fails to notify the State and the Department of Consumer and Business Affairs of this information prior to responding to a solicitation or accepting a contract award.

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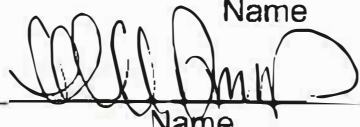
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IN WITNESS WHEREOF, Contractor has executed this Contract, or caused it to be duly executed and the County of Los Angeles, by order of its Board of Supervisors has caused this Contract to be executed on its behalf by the Chair of said Board and attested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

CONTRACTOR: Sepco Earthscape, Inc.

By  Name  
\_\_\_\_\_  
President. Title

COUNTY OF LOS ANGELES

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


ATTEST:

Celia Zavala, Executive Officer  
of the Board of Supervisors

By \_\_\_\_\_

APPROVED AS TO FORM:

DAWYN HARRISON  
Acting County Counsel

By   
Keever Rhodes Muir  
Senior Deputy County Counsel



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LANDSCAPE AND GROUNDS MAINTENANCE SERVICES - LHQ**

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# **EXHIBIT A**

## **STATEMENT OF WORK (SOW)**

### **LANDSCAPE AND GROUNDS MAINTENANCE SERVICES**

**LHQ**



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# **STATEMENT OF WORK (SOW)**

## **1.0 SCOPE OF WORK**

Contractor will provide landscape and grounds maintenance services for the LA County Library facilities listed in Attachment I (Service Location and Specifications) of the SOW, by providing all labor, supervision, equipment, materials and supplies necessary for Contractor's performance under this Contract. The landscape and grounds maintenance services include, but are not limited to: site inspection, litter control, mowing and edging of turf, providing weed control and/or eradication of weeds, raking planter beds and turf area, sweeping, aerification of turf area, rodent control, pruning and trimming of shrubs/hedges, pruning and annual trimming of trees, operating and maintaining water and irrigation systems, applying fertilizer, insect/disease control, plant material management, and providing the necessary on-going maintenance of additional tasks as provided for herein. Contractor will also perform Unanticipated Work as described in Section 9.0 (Unanticipated Work) of the SOW, on an as-needed basis as determined and authorized by the County. All unanticipated work will be coordinated by the County Contract Project Monitor and will be considered completed upon successful inspection.

Contractor acknowledges personal inspection of the facilities and has evaluated the extent to which the physical condition thereof will affect the services to be provided. Contractor accepts the premises in their present physical condition, and agrees to make no demands upon the County for any improvements or alterations thereof.

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

2.1 County reserves the right to amend the Contract to reflect any changes by an increase or decrease in the number of library facilities, specific tasks, and/or days of service as listed in Attachment I (Service Location and Specifications). County will notify the Contractor, in writing, at least ten (10) business days prior to the effective date of the modification. Exhibit B (Pricing Schedule) of the Contract, requires that proposals include a flat weekly rate for each library facility. The rate specified will be used to adjust the Contract price in the event of an increase or decrease in days of service. Contractor will be compensated for the maintenance of additional library facilities designated after the Contract's commencement date based on the submission of an approved maintenance cost per library facility. This cost estimate will not exceed the cost to provide landscape and grounds maintenance services for a similar size library facility being maintained. Payment adjustment will be made to reflect such modification in services on a pro-rata basis commensurate with the number of library facilities and/or days of service increased or decreased in the affected area. County will determine the need for modification referenced herein.



- 2.2 All changes must be made in accordance with Section 8 (Standard Terms and Conditions), and Section 8.1 (Amendments) of the Contract.

### **3.0 QUALITY CONTROL**

Contractor will establish and utilize a comprehensive Quality Control Plan to assure the County a consistently high level of service throughout the term of the Contract. The Plan will be submitted to the County Contract Project Monitor for review within ten (10) day of Contract award. The Plan will include, but may not be limited to the following:

- 3.1 Method of monitoring to ensure that Contract requirements are being met.
- 3.2 A record of all inspections conducted by the Contractor, any corrective action taken, the time a problem was first identified, a clear description of the problem, and the time elapsed between identification and completed corrective action, will be provided to the County upon request.

### **4.0 QUALITY ASSURANCE PLAN**

County will evaluate the Contractor's performance under this Contract using the quality assurance procedures as defined in Section 8 (Standard Terms and Conditions), Section 8.15 (County's Quality Assurance Plan) of the Contract.

#### **4.1 Meetings**

Contractor is required to attend a scheduled monthly meeting (as needed). Advance notification will be given at least one (1) business day prior; however, depending on the importance of the issue, a meeting may be scheduled during the same business day.

#### **4.2 Contract Discrepancy Report**

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

The County Contract Project Monitor will determine whether a formal Contract Discrepancy Report will be issued (see Exhibit 1 (Contract Discrepancy Report) of the SOW Exhibits). Upon receipt of this document, the Contractor is required to respond in writing to the County Contract Project Monitor within five (5) business days, acknowledging the reported discrepancies or presenting contrary evidence. A plan for correction of all deficiencies identified in the Contract Discrepancy Report will be submitted to the County Contract Project Monitor within ten (10) business days.



### **4.3 County Observations**

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

## **5.0 DEFINITIONS**

Throughout this SOW, references are made to certain persons, groups, or Departments/Agencies. For convenience, a description of specific definitions can be found in Section 2 (Definitions) of the Contract. The headings are for convenience and reference only and are not intended to define the scope of any provision thereof.

## **6.0 RESPONSIBILITIES**

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

### **COUNTY**

#### **6.1 Personnel**

County will administer the Contract in accordance with Section 6 (Administration of Contract – County) of the Contract. Specific duties will include:

- 6.1.1 Monitoring the Contractor's performance in the daily operation of this Contract.
- 6.1.2 Providing direction to the Contractor in areas relating to policy, information and procedural requirements.
- 6.1.3 Preparing Amendments in accordance with Section 8 (Standard Terms and Conditions), Section 8.1 (Amendments) of the Contract.

#### **6.2 Furnished Items**

##### **6.2.1 Keys/Remote Controls**

The County will provide two (2) sets of keys/remote controls for access, at no cost to the Contractor, to all library facilities listed in Attachment I that need keys/remote controls for access. The Contractor will acknowledge receipt of the keys/remote controls on a memorandum furnished by the County. All such keys/remote controls are property of the County and will be returned to the County Project Manager upon termination of the



Contract. **At no time are the keys to be duplicated by the Contractor.** Any lost keys/remote controls will be replaced by the County at the expense of the Contractor at the same current replacement cost that the County pays. If a key/remote control is bent/broken/damaged in any way, a new one will be re-issued and receipt acknowledged once the damaged key/remote control is returned. The Contractor accepts full responsibility for all keys/remote controls issued.

#### **6.2.2 Utilities**

County will provide all utilities, including gas, electricity, and water. However, water usage will not exceed an amount required to comply with irrigation schedules established by the County.

Contractor will pay for all excessive utility usage due to the Contractor's failure to monitor irrigation system malfunctions or unauthorized increases in the frequency of irrigation. The excess cost will be determined by comparing current usage with historical usage for the same time period. The excess cost factor, to be deducted from payments to the Contractor from the County will be presented to the Contractor by the County prior to the actual deduction to allow for explanations.

### **CONTRACTOR**

#### **6.3 Contract Project Manager**

- 6.3.1 Contractor will provide a full-time Contract Project Manager or designated alternate. Contractor will provide a telephone number where the Contract Project Manager may be reached 365 days per year from 7:00 a.m. – 6:00 p.m.
- 6.3.2 Contract Project Manager will act as a central point of contact with the County.
- 6.3.3 Contract Project Manager will have a minimum of three (3) years of experience.
- 6.3.4 Contract Project Manager/alternate will have full authority to act for Contractor on all matters relating to the daily operation of the Contract. Contract Project Manager/alternate will be able to effectively communicate, in English, both orally and in writing.

#### **6.4 PERSONNEL**

- 6.4.1 Contractor will assign fully trained and qualified personnel.



- 6.4.2 Contractor will assign a sufficient number of employees to perform the required work. At least one employee on site will be authorized to act for the Contractor in every detail and must speak and understand English.
- 6.4.3 Contractor will be required to background check their employees as set forth in Section 7.5 (Background and Security Investigations) of the Contract and Section 6.4.6 of this SOW.
- 6.4.4 Contractor will ensure that **only** personnel assigned to the Contract or specialty crew are permitted on the library grounds at all times.
- 6.4.5 County may, at any time, give the Contractor written notices to the effect that the conduct or action of a designated employee of the Contractor is, in the reasonable belief of the County, detrimental to the interest of the public patronizing the premises. Contractor will meet with representatives of the County to consider the appropriate course of action with respect to such matter and the Contractor will take reasonable measures under the circumstances to assure the County that the conduct and activities of the Contractor's employee will not be detrimental to the interest of the public patronizing the premises. County has the right to approve or disapprove the Contractor's employees as set forth in Section 7.3 (Approval of Contractor's Staff) of the Contract.
- 6.4.6 No personnel employed by the Contractor and providing the services herein will have a criminal conviction record or pending criminal trial for a felony or misdemeanor offense, unless such record has been disclosed and employment of the employee for this service has been approved in writing by the County.
- 6.4.7 Contractor cannot assign employees under the age of eighteen (18) to perform work at the library facilities listed in the Contract.
- 6.4.8 Contractor's employees' activities will be closely monitored to detect operational irregularities and non-compliance with contractual requirements. It is the Contractor's responsibility to see that the organization oversees the activities, and does not delay, ignore, or otherwise limit contractual obligations to a task, site or operational request from the County.

## **6.5 Uniforms/Identification Badges**

- 6.5.1 Contractor employees assigned to County facilities will wear an appropriate uniform at all times. Uniform is to consist of a shirt with the company name on it. Uniform pants are optional. All



uniforms will be provided by and at Contractor's expense.

- 6.5.2 Contractor will ensure their employees are appropriately identified as set forth in Section 7.4 (Contractor's Staff Identification) of the Contract.
- 6.5.3 Contractor will ensure that every on-duty Contractor employee wears a visible photo identification badge identifying the following: employee name, physical description, and company name. Such badge will be displayed on employee's person at all times when he/she is on County designated property.
- 6.5.4 Contractor may be assessed liquidated damages for failure to comply with uniform and identification badge requirements.

## **6.6 Materials and Equipment**

- 6.6.1 The purchase of all materials/equipment to provide the needed services is the responsibility of the Contractor. Contractor will use materials and equipment that are safe for the environment and safe for use by the employee.
- 6.6.2 All Contractor employees must wear safety and protective gear in accordance with the State of California OSHA standards and will be maintained in accordance to the manufacturer's standards and specifications.
- 6.6.3 Contractor is required to keep all equipment used to maintain the library facilities in a safe and operable manner. All equipment will be checked daily for safety.
- 6.6.4 Contractor will be required to clearly identify and equip each vehicle used at said facilities with decals on the exterior right and left front door panels identifying the Contractor's name, and phone number.
- 6.6.5 Upon commencement of the Contract, the Contractor is required to provide the County with the Safety Data Sheets (SDS) for all chemicals utilized in their maintenance process. It is the responsibility of the Contractor to monitor the accuracy of each SDS and to replace them immediately with the most current information when products are replaced. Failure to provide all SDS during the term of the Contract may result in liquidated damages.

## **6.7 Training**

- 6.7.1 Contractor will provide training programs to all Contractor employees assigned to this Contract on the duties and



responsibilities of the SOW, including continuing in-service training.

- 6.7.2 Contractor will provide training to all Contractor employees regarding the safe handling of equipment.
- 6.7.3 The Contractor's crew leader and operational staff, as well as their supervisory and management staff, will be fully versed in the operational mandates and time lines. An outline of the task requirements, schedule, and time lines for each facility will be kept with each operating crew.
- 6.7.4 All company training records must include a course outline of subjects trained and a signature from the Contractor employee acknowledging training and understanding. Training records including course materials must be available for inspection at the request of the County.

## **6.8 Contractor's Office**

Contractor will maintain an office with a telephone in the company's name where the Contractor conducts business. The office will be staffed during the hours of 8:00 a.m. to 5:00 p.m. (PST), Monday through Friday, by at least one employee who can respond to inquiries and complaints which may be received about the Contractor's performance of the Contract. **The Contractor must respond within thirty (30) minutes of receipt of the call.** When the office is closed, an answering service shall be provided to receive calls. The Contractor will answer calls received by the answering service by the start of the next business day.

## **6.9 Contractor's Damage**

- 6.9.1 All damages incurred to existing library facilities by the Contractor's operation will be repaired or replaced at the Contractor's expense.
- 6.9.2 All such repairs or replacements will be completed within the following agreed upon time frames:
  - 1. Irrigation damage will be repaired or replaced within one (1) watering cycle.
  - 2. All damages to shrubs, trees, turf or ground cover will be repaired or replaced within five (5) working days.
- 6.9.3 All repairs or replacements will be completed according to the following maintenance practices:
  - 1. Trees  
Minor damage such as bark lost from impact of mowing equipment will be remedied by a qualified tree surgeon or



certified arborist. If damage results in loss of a tree, the damaged tree will be removed and replaced to comply with the specific instructions of the County.

2. Shrubs

Minor damage may be corrected by appropriate pruning as required in Section 17.0 (Specific Work Requirements – Landscape Management), Section 17.9 (Clearance, Shrub Pruning and Hedge Trimming/Shaping) of the SOW. If damage results in loss of a shrub, the damaged shrub will be removed and replaced to comply with the specific instructions of the County.

3. Chemicals

All damage resulting from chemical operation, either spray-drift or lateral leaching will be corrected according to the aforementioned maintenance practices and the soil conditioned to insure its ability to support plant life.

4. Appurtenances

All damage caused to components from accidents or cumulative effects of the Contractor's employees improperly applying materials or other incidents caused by the carelessness of the Contractor's employees will be corrected at the Contractor's expense.

## **6.10 Emergency Procedures**

Contractor will immediately report any emergency situations such as vandalism, broken water pipes, windows, doors, etc., by calling the following:

1. During County business hours, the Contractor will call the County Contract Project Monitor.
2. After County business hours, the Contractor will call the County Library Facilities Services Call Center at **(888) 225-0281**, 24/7/365 days a year.

## **7.0 HOURS/DAYS OF WORK**

- 7.1 Contractor may provide landscape and grounds maintenance services from 7:00 a.m. to 6:00 p.m., Monday through Friday, but has the option to provide service Sunday through Saturday; and will not violate the noise restrictions specified in Section 11.4 (Noise) of the SOW.



- 7.2 Contractor will provide adequate staffing to perform the required maintenance services during the prescribed days and hours per week. Any changes in the days and hours of operation prescribed above will be subject to approval by the County.
- 7.3 Contractor will not work or perform any operations, particularly during periods of inclement weather, which may destroy or damage groundcover or turf areas.
- 7.4 Contractor recognizes, that during the course of this Contract, other activities and operations may be conducted by County work forces and other contracted parties. Contractor may be required to modify or curtail certain tasks and operations and will promptly comply with any request therefore by the County.
- 7.5 Contractor is not required to work on County-recognized holidays. County will provide a list of the County-recognized holidays to the Contractor upon commencement of the Contract, and annually, at the beginning of the calendar year.

## **8.0 WORK SCHEDULES**

- 8.1 Contractor will submit for review and approval a work schedule for each library facility to the County within ten (10) business days prior to the start of the Contract. Said work schedules will be set on an annual calendar identifying all the required on-going maintenance tasks and task frequencies.
- 8.2 Contractor will submit revised schedules when actual performance differs substantially from planned performance. Said revisions will be submitted to the County Project Manager for review and approval within five (5) business days prior to scheduled time for work.
- 8.3 The above provisions are not to be construed to eliminate the Contractor's responsibility in complying with the requirements to notify the County for specialty type maintenance as set forth within Section 9.0 (Unanticipated Work) of the SOW.

## **9.0 UNANTICIPATED WORK**

- 9.1 The County Project Director or his/her designee may authorize the Contractor to perform unanticipated work, including, but are not limited to, repairs and replacements when the need for such work arises out of extraordinary incidents such as vandalism, acts of God, and third party negligence; or to add to, modify or refurbish existing facilities, any special events, and facilities where services are being provided by other entities. This will include evening and weekends. Due to the nature of these functions, it is anticipated that the



Contractor can provide the necessary service by rescheduling his work force rather than incurring premium overtime pay.

- 9.2 The County Contract Monitor will provide the Contractor a statement of work specific to the request and timeframe of the work to be started and completed. Prior to performing any unanticipated work, Contractor will prepare and submit a written quote which includes the description of the work, with a cost of labor and materials. Refer to Additional Specialty/As-Needed Services on Exhibit B (Pricing Schedule) of the Contract for each library facility. Whenever possible, the County Contract Project Monitor will provide notice to the Contractor within five (5) business days the service is to be started. If immediate action is needed, a verbal authorization can be given by the County to perform unanticipated work; and a written description of the work completed with a cost of labor and materials must be submitted within one (1) business day to the County. If the unanticipated work exceeds the Contractor's estimate, the County Project Director or his/her designee must approve the excess cost. In any case, no unanticipated work will commence without written/verbal authorization from the County.
- 9.3 If the Contractor discovers a condition where there is imminent danger of injury to the public or damage to property, Contractor will contact the County Project Director via telephone for approval to correct the condition before beginning the work. A written estimate will be sent within twenty-four (24) hours for approval.
- 9.4 Contractor will commence all unanticipated work on the established specified date. Contractor will proceed diligently to complete said work within the time allotted.
- 9.5 The County reserves the right to perform unanticipated work itself or assign the work to another Contractor.

## **10.0 USE OF CHEMICALS**

- 10.1 All Contractors' work involving the use of chemicals will be in compliance with all federal, state and local laws and will be accomplished by a Certified Applicator under the direction of a Licensed Pest Control Advisor (PCA). The Contractor, in complying with the California Food and Agricultural Code, will provide a copy of a valid Pest Control Operator's License, a valid Pest Control Advisor's License, and a Qualified Applicator's License in the proper categories for the work to be done, or a copy of said licenses from a Subcontractor prior to using any and all applicable chemicals within the area(s) to be maintained for the County.
- 10.2 A listing of proposed chemicals to be used including commercial name, application rates, and type of usage will be submitted to the County for approval at the commencement of the Contract. No work will begin until written approval of use is obtained from the County.



- 10.3 Chemicals will only be applied by those persons possessing a valid California Certified Applicator's license. Application will be in strict accordance with all governing regulations.
- 10.4 Records of all operations stating dates, times methods of application, chemical formulations, applicator's names, and weather conditions will be made and retained in an active file for a minimum of four (4) years.
- 10.5 All chemicals requiring a special permit for use must be registered with the County Agricultural Commissioner's Office and a permit obtained with a copy to the County.
- 10.6 All regulations and safety precautions listed in the "Pesticide Information and Safety Manual" published by the University of California will be adhered to.
- 10.7 Chemicals will be applied when air currents are still, to prevent drifting onto adjacent property and toxic exposure to persons whether or not they are in or near the area of application.
- 10.8 Contractor will maintain a record of monthly/annual consumption of approved chemicals to be made available to the County upon request.
- 10.9 Contractor will adhere to Sub-Section 8.55 (Integrated Pest Management Program Compliance) of the Contract.

## **11.0 SAFETY**

- 11.1 Contractor agrees to perform all work outlined in this Contract in a way that meets all accepted standards for safe practices during the maintenance operation and to safely maintain equipment and materials or other hazards consequential or related to the work; and agrees additionally to accept the sole responsibility for complying with all local, county, state or other legal requirements including but not limited to full compliance with the terms of the applicable O.S.H.A and Cal-O.S.H.A Safety Orders at all times to protect all persons including the Contractor's employees, agents of the County, vendors, members of the public or others from foreseeable injury or damage to their property. Contractor will inspect all potential hazards at said facilities and keep a log indicating dates inspected and action taken.
- 11.2 It will be the Contractor's responsibility to inspect, and identify, any condition(s) that renders any portion of the premises unsafe, as well as any unsafe practices occurring thereon. County will be notified immediately of any unsafe condition that requires major correction. Contractor will be responsible for making minor corrections including but not limited to filling holes in turf areas, using barricades or traffic cones to alert patrons of the existence of hazards, replacing valve box covers, and to protect members of the public or others from injury. During normal hours the Contractor will obtain emergency



medical care for any member of the public who is in need thereof, because of illness or injury occurring on the premises. Contractor will cooperate fully with County in the investigation of any accidental injury or death occurring on the premises including a complete written report thereof to the County within five (5) days following the occurrence.

- 11.3 Contractor is responsible for ensuring that the Contractor's employees are properly equipped and attired (work gloves, uniform, eye and ear protection, etc.) to ensure their safety. Contractor is responsible for replacing any equipment and attire that no longer comply with the safety standard. Failure to comply will result in liquidated damages.

**11.4 Noise**

Contractor will not prepare for or initiate any operations or use any equipment **before 7:00 a.m.** that would violate local noise ordinances or noise reduction needs.

**12.0 NON-INTERFERENCE**

Contractor will not interfere with the public use of the premises and will conduct its operations as to offer the least possible obstruction and inconvenience to the public or disruption to the peace and quiet of the area within which the services are performed.

**13.0 SIGNS/IMPROVEMENTS**

Contractor will not post signs or advertising matter upon the premises or improvements thereon, unless prior approval is obtained from the County.

**14.0 NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM**

Contractor will not allow any debris from its operations under this Contract to be deposited into the storm drains and/or gutters in violation of the National Pollutant Discharge Elimination System.

**15.0 STORAGE FACILITIES**

County will not provide storage facilities for the Contractor.

**16.0 REMOVAL OF DEBRIS**

- 16.1 All debris derived from the landscape and grounds maintenance services specified herein will be removed from County property and disposed of in accordance with local, state, and federal policies at the Contractor's expense.
- 16.2 Contractor will not use the trash bins at the library facility locations for disposal of green material at any time. Failure to comply will result in liquidated damages.



- 16.3 Upon commencement of the Contract, Contractor will provide the name and location of the Contractor's green disposal site.

## **17.0 SPECIFIC WORK REQUIREMENTS – LANDSCAPE MANAGEMENT**

Contractor is required to complete all specific work requirements listed below in a professional, workmanlike manner, and with nothing but the highest of standards at no less than the frequencies set forth herein. The safety of workers and the public is paramount. If an operation cannot be thoroughly completed within the designated time frame, Contractor will immediately notify the County Contract Project Monitor. Failure to comply will result in liquidated damages.

### **17.1 Site Inspections and Reporting**

- 17.1.1 Site Inspection and Reporting will be performed fifty-two (52) times per year; once each week.
- 17.1.2 Prior to proceeding with any landscape and grounds maintenance task, the site will be inspected by a knowledgeable and responsible Contractor employee, who will determine the practicality of initiating the operation.
- 17.1.3 Grounds will be inspected for, but not limited to, overgrown, dead and/or damaged trees, shrubs, and plants. Contractor will report and make recommendations for any improvements needed to the County Project Manager.
- 17.1.4 New or Newly Renovated Facilities: Contractor will ensure that the landscape is maintained at the level of quality equal or better than when it was first completed/installed and turned over to the Contractor. Contractor is responsible for monitoring the health of the new plants/vegetation, including mulch/wood chips and irrigation, to ensure health and normal growth. Contractor shall replace plants/vegetation as necessary.
- 17.1.5 Mulch or Wood Chips: Planters will be inspected to ensure mulch or wood chips are added where recommended and if in place (or once installed) the amount and quality is maintained and/or replenished to ensure an attractive landscape area, as appropriate to the area and plant material. Unless otherwise directed, the addition of mulch or wood chips is authorized as additional work and invoiced as Unanticipated Work, provided that the Contract Monitor is notified prior to installation.
- 17.1.6 Concrete areas will be inspected for cracks, crevices, and deterioration. If found, Contractor will immediately notify the County Contract Project Monitor.



## 17.2 Litter Control

- 17.2.1 Litter Control will be performed fifty-two (52) times per year; once each week.
- 17.2.2 Grounds will be thoroughly inspected for litter to ensure a neat appearance within the hard surfaces, developed, bare, and undeveloped areas to be maintained including, but not limited to, walkways, roadways, service roads, between and around planted areas, steps, planters, drains, stream beds, areas on slopes from the toe or top of the slope to ten (10) feet up or down the slope adjacent to developed areas, catch basins, parking lot corners, and other parking lot areas inaccessible to power equipment.
- 17.2.3 Litter pick-up includes, but is not limited to, removal of paper, rocks, glass, trash, undesirable materials, including fallen tree branch(es) that could fit in the bed of a mini-truck and be handled by one person, without reduction, siltation, and other accumulated debris.
- 17.2.4 Supplemental hand sweeping will be done to areas inaccessible to power equipment.

## 17.3 Swales and Drains

- 17.3.1 All swales, drains, and collection boxes will be inspected, maintained in an operable condition, and free of siltation, debris, and litter so that water will have an unimpeded passage to its outlet, by performing the hereafter specified operations and all other work incidental thereto.
- 17.3.2 Drain grates will be inspected to restrict hazards. If any broken or missing grates are found, Contractor will secure same to keep the area safe for public use, and immediately notify the County Contract Project Monitor.

## 17.4 Mowing

- 17.4.1 Mowing operations of all turf areas will be performed forty-three (43) times per year as follows:
  - 1. During the warm season (April 1 through November 30), all turf areas will be mowed no less than once each week for a total of thirty-five (35) times.
  - 2. During the cool season (December 1 through March 31), all turf areas will be mowed no less than once every two weeks for a total of eight (8) times.



- 17.4.2 Mowing operations will be performed in a professional manner that ensures a smooth surface appearance without scalping or allowing excessive cuttings to remain.
- 17.4.3 All equipment will be adjusted to proper cutting heights and will be adequately sharpened.
- 17.4.4 Mowing height will be appropriate to turf species, season, and use parameters. Mowing heights may vary for special events and conditions.
- 17.4.5 Mowing operation will be on a schedule that is acceptable to the County.
- 17.4.6 Walkways will be cleaned immediately following each mowing so that no clippings create a hazardous condition.
- 17.4.7 Mowing of turf at each facility will be completed in one operation.

#### **17.5 Mechanical Edging**

- 17.5.1 Mechanical edging of all turf areas will be performed twenty-six (26) times per year as follows:
  - 1. During the warm season (April through November), mechanical edging will be performed no less than once every two weeks for a total of eighteen (18) times.
  - 2. During the cool season (December through March), mechanical edging will be performed no less than once every two weeks for a total of eight (8) times.
- 17.5.2 Mechanical edging of groundcover will be performed twelve (12) times per year; once each month.
- 17.5.3 All turf edges, including designed edges in flower beds, will be kept neatly edged and all grass invasions must be eliminated.
- 17.5.4 All turf edges including but not limited to sidewalks, driveways, curbs, shrub beds, flower beds, groundcover beds, and around tree bases will be edged to be a neat and uniform line.
- 17.5.5 Mechanical edging of turf will be completed as one operation in a manner that results in a well-defined, V-shaped edge that extends into the soil. Such edging will be done with a power edger with a rigid blade.



- 17.5.6 All turf edges will be trimmed or limited around sprinklers to provide optimum water coverage, valve boxes, meter boxes, backflow devices, equipment and other obstacles.
- 17.5.7 All groundcover and flower bed areas where maintenance next to turf areas will be kept neatly edged and all grass invasions eliminated.
- 17.5.8 Walkways will be cleaned immediately following each mechanical edging to remove accumulated debris and limit hazardous conditions.

## 17.6 Weed Removal

- 17.6.1 Weed removal will be performed as follows:
  - 1. Walkways, beds, planters, and landscape will be performed fifty-two (52) times per year; once each week.
  - 2. Developed areas of a facility that have become denuded will be performed twenty-six (26) times per year; once every two weeks.
  - 3. Designated areas of a facility which are left in a natural state so that the plant's root systems are utilized to stabilize the soil, which may occasionally need to be controlled to a given height for appearance or fire suppression reasons, will be performed twenty-six (26) times per year; once every two weeks.
- 17.6.2 All grass-like weeds, morning glory or vine-weed types, ragweed, volunteer plants, and/or other underground spreading weeds will be kept under strict control.
- 17.6.3 Methods for removal of weeds can incorporate one or all four of the following:
  - 1. Hand removal (Mechanical)
  - 2. Cultivation
  - 3. Chemical Eradication
  - 4. Mulching
- 17.6.4 Remove or control all weeds and grass from the following areas: beds, planters, walkways, drainage areas, expansion joints in all hard surface areas, driveways, roadways, slopes and hillsides, bare areas, and undeveloped areas.



- 17.6.5 Remove all weeds mechanically from shrub beds, planters, and other cultivated areas.
- 17.6.6 Weeds treated using a contact weed chemical, systematic chemical will be left in place per manufacturer's recommendation. If the kill is not completed by the time specified in the manufacturer's recommendation, a second application at no additional cost to the County will be made.
- 17.6.7 After a complete kill, all dead weeds will be removed from the areas.
- 17.6.8 Contractor will adhere to Sub-Section 8.55 (Integrated Pest Management Program Compliance) of the Contract.

## **17.7 Raking**

- 17.7.1 Raking will be performed fifty-two (52) times per year; once each week.
- 17.7.2 Accumulation of leaves will be removed from all landscape areas including beds, planters and turf areas, under trees and will be removed and disposed of offsite at the end of each day's work.

## **17.8 Sweeping**

- 17.8.1 Sweeping will be performed fifty-two (52) times per year; once each week.
- 17.8.2 Walkway and step sweeping includes, but is not limited to, the removal of all foreign objects from surfaces such as gum, grease, broken glass, cans, bottles, and other foreign objects not designed to be part of the landscape.
- 17.8.3 Methods for sweeping of designed areas may incorporate one or all of the following:
  - 1. Power pack blowers
  - 2. Vacuums
  - 3. Brooms
  - 4. Push power blowers
- 17.8.4 In the event the Contractor elects to use power equipment to complete such operations, the Contractor will be subject to local ordinances regarding noise levels. Contractor will adhere to Section 11.4 (Noise) of the SOW. If power blowers are forbidden, Contractor will find alternate ways to accomplish the task. Any



schedule of such operations may be modified by the County in order to insure that the public is not unduly impacted by the noise or dust pollutants created by such equipment.

- 17.8.5 Supplemental hand sweeping of parking lot corners and other parking lot areas are required in those areas inaccessible to power equipment.
- 17.8.6 When using power equipment in the parking lot area around vehicles, the Contractor will take care to ensure that no debris is sprayed or left on the vehicles.

#### **17.9 Clearance, Shrub Pruning and Hedge Trimming/Shaping**

- 17.9.1 Clearance, shrub pruning and hedge trimming/shaping will be performed twelve (12) times per year; once each month.
- 17.9.2 Prune shrubs to encourage healthy growth habits and shaped in order to retain their natural form and proportionate size. Restrict growth of shrubbery to area behind curbs and walkways within planter beds by trimming. Under no circumstances will hedge shears be used as a means of pruning.
- 17.9.3 All plant materials will be pruned where necessary to maintain access and safe vehicular and pedestrian visibility and clearance and to prevent or eliminate hazardous situations.
- 17.9.4 All dead shrubs will be removed with approval from the County Project Manager.
- 17.9.5 All dead, diseased and unsightly branches, vines or other growth will be removed as they develop.
- 17.9.6 All ground cover areas will be pruned to maintain a neat edge along planter box walls. Any runners that start to climb buildings, shrubs or trees will be pruned out of these areas.
- 17.9.7 All pruned or trimmed plant material will be removed and disposed of offsite at the end of each day's work.

#### **17.10 Aerification**

- 17.10.1 Aerification will be performed two (2) times per year during months of April through November.
- 17.10.2 All Aerification will be approved by the County prior to application.



- 17.10.3 Aerate all turf areas by using a device that removes one-half (1/2) inch cores to depth of two (2) inches and not more than six (6) inch spacing.

#### **17.11 Fertilization**

- 17.11.1 Fertilization will be performed three (3) times per year during the months of April through November.
- 17.11.2 All fertilization will be approved by the County prior to application.
- 17.11.3 Application of the fertilizer will be done in sections, determined by the areas covered by each irrigation system. All areas fertilized will be thoroughly soaked immediately after fertilization.
- 17.11.4 All turf areas will receive not less than one (1) pound of actual available nitrogen in a balance fertilizer form for each one thousand (1,000) square feet of turf area. All fertilizer will be inorganic and granular in form with an approximate ratio of 4 - 1½-2.
- 17.11.5 Areas will be fertilized utilizing ratios and mixtures recommended by the County at the rate of application per the manufacturer's recommendation.
- 17.11.6 Contractor will adhere to Sub-Section 8.55 (Integrated Pest Management Program Compliance) of the Contract.

#### **17.12 Chemical Edging/Detailing**

- 17.12.1 Chemical edging and detailing will be performed twelve (12) times per year; once each month.
- 17.12.2 Prior to proceeding with any chemical application, the site is to be inspected by a knowledgeable and responsible Contractor employee, who will determine the practicality of initiating the operation.
- 17.12.3 Chemical application may be used in and around areas such as planters, areas adjacent to trees, fence lines, sprinkler heads, etc. Prior to application of chemicals, all areas will be trimmed to proper mowing height. Chemicals will be applied in a manner to minimize drift. Precautionary measures will be employed since all areas will be open for public access during application.
- 17.12.4 Water will not be applied to treated areas for forty-eight (48) hours after each application.



- 17.12.5 Where trees and shrubs occur in turf areas, all grass growth will be limited to at least eighteen (18) inches away from the trunks of trees and away from the drip line of shrubs by use of approved chemicals.
- 17.12.6 Linear chemical edging of turf boundaries may be performed in a way that ensures a defined turf edge and limits its encroachment into beds or across boundaries where it is impractical to edge mechanically. A six (6) inch barrier width will be considered normal.
- 17.12.7 Detailing of sprinkler heads (to provide maximum water coverage), valve boxes, meter boxes, and similar obstacles in turf areas may be performed in a manner that ensures operability, ease of location and/or a clean appearance. A six (6) inch barrier width will be considered normal.
- 17.12.8 Weeds treated using a contact weed chemical or systematic chemical will be left in place per manufacturer's recommendation. If the kill is not complete by the time specified in the manufacturer's recommendation, additional application(s) will be made, at no additional cost to the County.
- 17.12.9 After a complete kill, all dead weeds will be removed and disposed of offsite at the end of each day's work.
- 17.12.10 Contractor will adhere to Sub-Section 8.55 (Integrated Pest Management Program Compliance) of the Contract.

### **17.13 Rodent Control**

- 17.13.1 Rodent Control will be performed twelve (12) times per year; once each month.
- 17.13.2 All areas will be maintained free of rodents including but not limited to gophers and ground squirrels causing damage to turf, shrubs, ground cover, trees, and irrigation systems. Mechanical and chemical methods will be used for this control.
- 17.13.3 Effect of rodent activity, such as holes, mounds, etc., will be backfilled, removed or raked level before mowing the facilities.
- 17.13.4 Infestation eradication means the elimination of all rodents present at the time of treatment. If kill is not complete within forty-eight (48) hours, the area will be retreated, at the Contractor's expense, until eradication is complete.
- 17.13.5 Contractor will adhere to Sub-Section 8.55 (Integrated Pest Management Program Compliance) of the Contract.



## 18.0 SPECIFIC WORK REQUIREMENTS – WATERING/IRRIGATION MANAGEMENT

Contractor is required to complete all specific work requirements listed below in a professional, workmanlike manner, and with nothing but the highest of standards at no less than the frequencies set forth herein. The safety of workers and the public is paramount. If an operation cannot be thoroughly completed within the designated time frame, Contractor will immediately notify the County Contract Project Monitor. Failure to comply will result in liquidated damages.

Contractor will, at all times, maintain the irrigation system, including **lateral lines**, in an operational state. The irrigation system consists of automatic controllers, control valves, gate valves, risers, quick couplers, swing joints and sprinkler heads. Maintenance of the irrigation system, includes providing small parts such as, solenoids, filter screens, diaphragms, gaskets, springs, screws, adjustment screws, washers, 'O' rings, wiring and nozzles.

County is responsible for the main lines and back flow.

### 18.1 Site Inspection and Reporting

- 18.1.1 Site Inspection and Reporting will be performed fifty-two (52) times per year; once each week.
- 18.1.2 Prior to proceeding with any watering/irrigation management task, the site will be inspected by a knowledgeable and responsible Contractor employee, who will determine the practicality of initiating the operation.
- 18.1.3 Irrigation system will be inspected for system malfunction and hazards created by the system. A comprehensive monthly system operability check will identify malfunctions and needs for repair. If found, Contractor will mitigate any hazards and immediately notify the County Contract Project Monitor of all malfunctions, hazards, and emergencies.
- 18.1.4 Inspect for operability and proper adjustment of controllers, quick couplers, valves, and sprinkler heads. Contractor will adjust and correct for coverage.
- 18.1.5 Visual inspection of systems impact on landscape and checking of valve boxes for safety and security purposes.
- 18.1.6 Mulch and wood chips will be maintained at a level and quality to cover and protect the irrigation system and ensure adequate moisture level. Unless otherwise directed, the addition of mulch or wood chips is authorized as additional work and invoiced as Unanticipated Work, provided that the Contract Monitor is notified prior to installation.



## **18.2 Irrigation and System Operability and Testing**

- 18.2.1 Irrigation and System Operability and Testing will be performed fifty-two (52) times per year; once each week.
- 18.2.2 To ensure the operability of the irrigation system, Contractor will cycle controller(s) through each station manually and automatically, and check the function of all facets of the irrigation system. Contractor will report any damage or incorrect operation to the County Contract Project Monitor.
- 18.2.3 During testing, Contractor will do the following:
1. Adjust all sprinkler heads for the correct coverage to prevent excessive runoff and/or erosion and to prevent the spread of water onto roadways, sidewalks, windows, hard surface areas and private property.
  2. Unplug clogged heads and flush lines to free lines of rock, mud, and debris.
  3. Record and report all system malfunctions, damage, and obstructions to the County Contract Project Monitor and take corrective action.
  4. Replace or repair inoperable irrigation equipment identified as the Contractor's responsibility.
- 18.2.4 Repair and/or replace, as determined by the County, damaged or inoperable sprinkler heads, as needed. Missing or broken heads must be replaced immediately to conserve water.
- 18.2.5 Control the irrigation system during inclement weather conditions and limit the use of water concurrent with the weather situation to the satisfaction of the County.
- 18.2.6 Irrigate to maintain adequate growth and appearance as needed by hand watering, operation of manual valves, proper utilization and scheduling of controllers to comply with watering requirements of the premises and the bleeding valves.
- 18.2.7 Flush irrigation pipelines after repair or replacement of irrigation components.
- 18.2.8 If an automatic irrigation system, or a portion of a system malfunctions, the Contractor, when authorized by the County, will be responsible for the manual manipulation of that system for



period of 30 days from the date of the authorization. If the system requires manual manipulation for a greater period, the County may opt to pay the Contractor supplemental pay to continue the manual manipulation, or the County may decide to terminate the supplemental irrigation.

### **18.3 Watering and Irrigation System Management**

- 18.3.1 Watering and Irrigation System Management will be performed fifty-two (52) times per year; once each week.
- 18.3.2 Watering is to be scheduled at night after the library closes, between the hours of 10:00 p.m. to 4:00 a.m.
- 18.3.3 Contractor will set/adjust watering schedules following daylight savings time change to ensure the timers are reset to run between the hours stated in Section 18.3.2.
- 18.3.4 Contractor will reset the timers to any location that has had a power outage, ensuring that the schedule is set to the hours stated in Section 18.3.2.
- 18.3.5 Watering requirements by plant vary according to the season in a particular year. Contractor will pay extremely close attention to the demands of the plants as influenced by their exposure to sun, wind, shade, and location in the individual planters. The variation in the size of plants installed, as well as the varieties, will be taken into consideration.
- 18.3.6 All landscaped and turf areas will be irrigated as required to maintain adequate growth and appearance with a scheduled most conducive to plant growth.
- 18.3.7 The delivery of adequate moisture to the landscaped areas will include, but not be limited to, hand watering, operation of manual valves, proper utilization of automatic controllers, and the bleeding of valves.
- 18.3.8 To provide adequate soil moisture, Contractor will consider the soil conditions, humidity, minimizing runoff, and the relationship of conditions, which affect day and night watering. This may include daytime watering during freezing weather to prevent icy conditions and manual operation of the irrigation system and/or hand watering with portable sprinklers during periods of windy or inclement weather. A soil probe will be used to depth of twelve inches (12") to determine the water penetration by random testing of the root zones.



- 18.3.9 Watering will be regulated to avoid interference with any use of the facility, roadways, paving, walkways, or areas as designated for scheduled special events.
- 18.3.10 In the areas where wind creates problems of spraying water onto private property or road rights of ways, the controllers will be set to operate during lowest wind velocity which would normally occur at night or early morning hours. Irrigation water will not sheet over the roadway. Any run off of water is not to be tolerated.
- 18.3.11 Irrigation system will be controlled as to not cause any excessively wet or “waterlogged” areas, which could interfere with the ability to mow all turf. “In lawn” trees and other planting will be protected from over-watering and run-off drowning.
- 18.3.12 New turf (up through the sixth mowing) will be watered immediately after mowing. Well-established turf will not be watered for at least four (4) hours after mowing.
- 18.3.13 All groundcover areas will be watered as needed to maintain a healthy condition, with appropriate care being taken not to over-water in shady areas.
- 18.3.14 Contractor will follow local watering drought restrictions. Also, if plant material and trees are affected due to the watering restrictions, the Contractor will notify the County Contract Project Monitor and submit a recommendation for replacing the plants and/or tree with drought resistant plants. Contractor will replace the plants **only** upon approval of the County.
- 18.3.15 Contractor will ensure that all employees working on the irrigation system are fully trained in all phases of landscape irrigation systems and can easily identify and isolate problems and perform the proper testing and inspection of the irrigation system and the maintenance of the sprinkler and drip heads. This knowledge of landscape irrigation systems will include, but not be limited to, the operation, maintenance, adjustment, and repair of said systems and their components.
- 18.3.16 Contractor will be responsible for maintenance of the irrigation system by performing the following tasks:
1. Monitor all irrigation controllers.
  2. Inspect and report the status of the irrigation system.
  3. Adjust and clean sprinkler heads (may require the removal of the sprinkler head for this function).



4. Repair immediately all broken or missing sprinkler heads causing a loss of a large amount of water.
  5. Repair or replace sprinkler heads having a half (½) inch inlet.
  6. Provide all nipples, caps, plugs, elbows, coupling, etc., from the laterals to the heads due to normal wear.
  7. Provide replacements of all risers and swing joints due to normal wear.
  8. Flush irrigation pipelines following repairs and replacements.
  9. Replace valve box covers due to normal wear.
  10. Recover and re-fasten removed valve box covers.
  11. Notify the Contract Project Manager of any damaged or inoperable major irrigation components, indicating the problem, location, size, and type of irrigation equipment.
- 18.3.17 Replacing of irrigation components identified as the Contractors responsibility will be completed within one (1) watering cycle of determining damaged or inoperable irrigation component.
- 18.3.18 Repair irrigation system with originally specified equipment of the same size and quality or substitutes approved by the County prior to any installation thereof.

## **19.0 SPECIFIC WORK REQUIREMENTS – TREE MANAGEMENT**

Contractor is required to complete all specific work requirements listed below in a professional, workmanlike manner, and with nothing but the highest of standards at no less than the frequencies set forth herein. The safety of workers and the public is paramount. If an operation cannot be thoroughly completed within the designated time frame, Contractor will immediately notify the County Contract Project Monitor. Failure to comply will result in liquidated damages.

Within thirty (30) days after commencement of the Contract, and yearly thereafter for the term of the Contract, Contractor is to provide the County Contract Project Monitor with a written Tree Trimming Schedule for each library facility. This schedule will list the month and week that each tree trimming service will be performed and must be strictly adhered to. The County Project Manager may request adjustments to the schedule.

The schedule is used to notify the library locations of upcoming tree trimming services. The schedule must be followed and if a tree trimming needs to be re-



scheduled, Contractor must notify the Contract Project Manager at least five (5) business days prior to the work commencing. Failure to perform the tree trimming service and/or failure to providing notification may result in liquidated damages. Correction of this failure to provide tree trimming must be accomplished within ten (10) business days of the original scheduled date, unless otherwise instructed by the County.

Upon completion of the tree trimming, Contractor will complete Attachment II (**Tree Trimming Confirmation Form**) of the SOW, and submit it to the County Contract Project Monitor within one (1) business day of completion date.

All completed services will be inspected by the County within five (5) business days of receipt of the form. Any corrections must be completed by the date agreed upon and within the frequency period. Liquidated damages may apply if the corrections are not performed by the dated agreed upon and/or within the frequency period. The assessment of liquidated damages does not relieve the Contractor from the responsibility for the corrections.

## 19.1 Tree Trimming

19.1.1 All trees (excluding palm trees) will be trimmed and thinned at each facility one (1) time per year.

1. Palm trees will be maintained and kept free of dead fronds and potential falling debris at all times.

19.1.2 Contractor employees must clean all work areas before and after the completion of the work.

19.1.3 Contractor will ensure that all Contractor employees adhere to and follow all safety procedures for tree trimming services at all times. Refer to Section 11.0 (Safety) of the SOW.

## 19.2 Tree Trimming Procedures

19.2.1 Contractor will follow the benchmark standards of the American National Standard Institute (ANSI) A300 Pruning Standards

19.2.2 Tree trimming will be performed with the intent of developing structurally sound trees, symmetrical appearance with the proper vertical and horizontal clearance as follows:

1. All trees will be trimmed, shaped, and thinned.
2. All trees will be trimmed away from roof, fence or obstacles and away from private property to prevent encroachment on private property.
3. All trees will be thinned of smaller limbs to distribute the foliage evenly.



4. All trees will be trimmed and shaped to provide a symmetrical appearance typical of species.
5. All trees will be trimmed to encourage healthy growth habits and shaped in order to retain their natural form and proportionate size.

19.2.3 Rapid healing of pruning wounds is dependent upon where the cut is made when removing limbs. NEVER LEAVE SHORT STUBS. Some trees produce a corky ring of growth where a limb originates. The pruning cut will be made toward the outside portion of the “collar.” If a tree does not produce this characteristic “collar,” then make the cut flush to the limb where it is growing.

19.2.4 All limbs 1 ½ inches or greater in diameter will be undercut to prevent splitting.

19.2.5 All limbs will be lowered to the ground using a method, which prevents damage to the remaining limbs.

19.2.6 All cuts exceeding ½ inch will be treated with an appropriate tree heal compound.

19.2.7 All equipment utilized will be clean, sharp and expressly designed for tree trimming.

19.2.8 Climbing spurs will not be used.

19.2.9 Special emphasis will be placed upon public safety during trimming operations, particularly when adjacent to roadways.

19.2.10 All green waste and debris will be removed and disposed of offsite at the end of each day's work.

### 19.3 Pruning Procedures

19.3.1 All tree pruning will be performed as needed throughout the contract term.

19.3.2 The initial step of pruning will be the removal of all deadwoods, weak, diseased, insect infested and damaged branches and limbs.

1. All dead and damaged branches and limbs will be removed at the point of braking, and a smooth cut will be made outside the branch bark ridge.



- 19.3.3 All trees will be pruned where necessary to maintain access and safe vehicular and pedestrian visibility and clearance to prevent or eliminate hazardous situations.
1. All trees will be pruned for vertical and horizontal clearance. Such clearances are seven (7) feet for pedestrian areas and walkways and fourteen (14) feet for vehicular roadways.
- 19.3.4 All trees will be pruned and maintained to prevent any blockage in roof drainage areas and should not obscure safety lights that are attached to buildings and located in parking lots.
- 19.3.5 All crossed or rubbing limbs will be removed unless removal will result in large gaps in the general outline. Limbs should extend alternately from the trunk on twelve (12) inch or twenty-four (24) inch spacing.
- 19.3.6 All suckers and sprouts will be cut flush with the trunk or limb.
- 19.3.7 No stubs will be permitted.
- 19.3.8 All structural weaknesses such as split crotches or limbs, diseased or decayed limbs, or severe damage will be reported to the County's Contract Project Monitor.
- 19.3.9 Special emphasis will be placed upon public safety during pruning operations, particularly when adjacent to roadways.
- 19.3.10 All green waste and debris will be removed and disposed of offsite at the end of each day's work.

#### **19.4 Staking and Tying**

- 19.4.1 Damaged trees will be staked and tied within twenty-four (24) hours. Replacement stakes or new staking will be completed within five (5) days.
- 19.4.2 Replace missing or damaged stakes where the tree diameter is less than three (3) inches within five (5) days.
- 19.4.3 Stake in those cases where tree has been damaged and required staking support.
- 19.4.4 Stake new trees or recently planted trees which have not previously been staked.
- 19.4.5 Stakes will not be placed closer than eight (8) inches from the trunk of the tree.



- 19.4.6 Stakes and ties will be placed so no chafing of bark occurs.
- 19.4.7 Stakes and ties will be removed by the Contractor once it is determined that they are no longer needed or as requested by the County.
- 19.4.8 **Materials**
1. Tree stakes, two (2) per tree, will be pentachlorophenol treated lodge pole pine not less than eight (8) feet in length for five (5) gallon size trees not less than ten (10) feet for fifteen (15) gallon trees.
  2. Guy wires where required and plant ties will be of pliable, zinc-coated ten (10) gauge using two (2) ties per tree.
  3. Hose for covering wire will be either new or used garden hose at least one-half inch (1/2") in diameter (hose ties should allow for minimum of three (3) additional inches of clearance beyond the diameter of the branch or trunk being secured.

## **20.0 SPECIFIC WORK REQUIREMENTS – SPECIALTY/AS-NEEDED SERVICES**

Contractor is required to complete all specialty/as-needed services listed below in a professional, workmanlike manner, and with nothing but the highest of standards at no less than the frequencies set forth herein. The safety of workers and the public is paramount.

Specialty/as-needed services will be performed at the request of the County for which the Contractor will be compensated per the identified cost listed in Exhibit B (Pricing Schedule) of the Contract, in accordance with Section 9.0 (Unanticipated Work) of the SOW. If an operation cannot be thoroughly completed within the designated time frame, Contractor will immediately notify the County Contract Project Monitor. Failure to comply will result in liquidated damages.

### **20.1 Downed Trees**

- 20.1.1 All trees which are downed by either natural or unnatural causes will be removed and disposed offsite. Unless prevented by access, where possible, stumps will be removed and/or ground to 12 inches below grade and wood chips removed and hole backfilled to grade.

### **20.2 Renovation of Turf**

#### **20.2.1 Vertical Mowing**



1. Care will be taken to avoid unnecessary or excessive injury to the turf grass.
2. Sweep or take the dislodged thatch from the turf areas and dispose off-site.
3. Standard renovating or vertical mowing type equipment will be used.
4. Vertical mowing to remove the thatch in turf areas will be done to encourage healthy growth and to maintain acceptable appearance.
5. Vertical lawn the soil line and remove all excessive thatch in turf area. Sprinkler heads are to remain one inch below the final grade.

#### 20.2.2 **Seeding**

1. Contractor will over-seed and/or hydro-seed all damaged, vandalized, and bare areas to re-establish turf to an acceptable quality.
2. After the thatch is removed and upon completion of turf detaching all turf areas will be over-seeded, mulched, and watered;
3. Areas to be over-seeded and/or hydro-seeded will be seeded utilizing blends or mixtures at the rate application recommended by the County;
4. Seed cover material will be spread evenly over the entire area to a uniform depth as requested.

#### 20.2.3 **Bare Areas**

All planted areas will be cultivated to encourage water penetration, fertilizer absorption.

### 20.3 **Disease/Insect Control**

- 20.3.1 All landscaped areas will be maintained free of disease and insects that could cause damage to plant materials including, but not limited to, trees, shrubs, ground cover, and turf.
- 20.3.2 County's Contract Project Monitor will be notified immediately of any disease, insects, or unusual conditions that might develop.



- 20.3.3 A disease control program to prevent all common diseases from causing serious damage will be provided on an as-needed basis. Disease control will be achieved utilizing materials and rates recommended by a licensed California Pest Control Advisor.
- 20.3.4 Contractor will adhere to Sub-Section 8.55 (Integrated Pest Management Program Compliance) of the Contract.

## 20.4 **Plant Materials**

- 20.4.1 Plant materials will conform to the requirements of the Landscape Plan of the areas and the "Horticultural Standards" of American Association of Nurserymen as to kind, size, age, etc. Plants of record and specifications will be consulted to ensure correct identification of species. Plant material larger than those specified may be supplied if complying in all other respects.
- 20.4.2 Substitutions may be allowed, but only with prior written approval by the County.
- 20.4.3 Plant names used in the landscape plan of the area conform to "Standard Plant Names" by American Joint Committee on Horticultural Nomenclature. In those cases not covered therein, the custom of the nursery trade will be followed.

### 20.4.4 **Quality**

1. Plants will be sound, healthy, and vigorous, free from plant disease, insect pest or their eggs, and will have healthy normal root systems and comply with all state and local regulations governing these matters.
2. Plants will be free from any noxious weeds, have no thorns, no "fruit/berries", and will not be harmful/toxic/poisonous.
3. Where caliper or other dimensions of any plant material are omitted from the Plant List, it will be understood that these plant materials will be normal stock for type listed. They will be sturdy enough to stand safely without staking.
4. Plant materials will be symmetrical, and/or typical for variety and species and conform to measures specified in the Plant List.
5. All plant materials will be provided from a licensed nursery and will be subject to acceptance as to quality by the County.



6. All trees will be measured six (6) inches above the ground surface.

#### 20.4.5 **Plant Material Guarantee**

All new plant material including shrubs will be guaranteed to live and remain in healthy condition for no less than ninety (90) days from the date of acceptance of the job by the County.

### **21.0 GREEN INITIATIVES**

- 21.1 Contractor will use reasonable efforts to initiate “green” practices for environmental and energy conservation benefits.
- 21.2 Contractor will notify the County Project Manager of the Contractor’s green initiatives prior to contract commencement, including the company’s current environmental policies and practices and those proposed to be implemented.



## **STATEMENT OF WORK ATTACHMENTS**

- I. SERVICE LOCATION AND SPECIFICATIONS
- II. LIBRARY HEADQUARTERS (LHQ) MAP & SPECS
- III. TREE TRIMMING CONFIRMATION FORM



## SERVICE LOCATION AND SPECIFICATIONS

**LANDSCAPE AND GROUNDS MAINTENANCE SERVICES  
LIBRARY HEADQUARTERS (LHQ)**

1.	Facility:		Library Headquarters (LHQ)				
	Address:		7400 East Imperial Highway				
			Downey, CA 90242				
# Trees	# Palm Trees	# Planters	Shrubs Y/N	Hedges Y/N	Grass Y/N	Irrigation System Y/N	
77	8	Y	Y	Y	Y	Y	

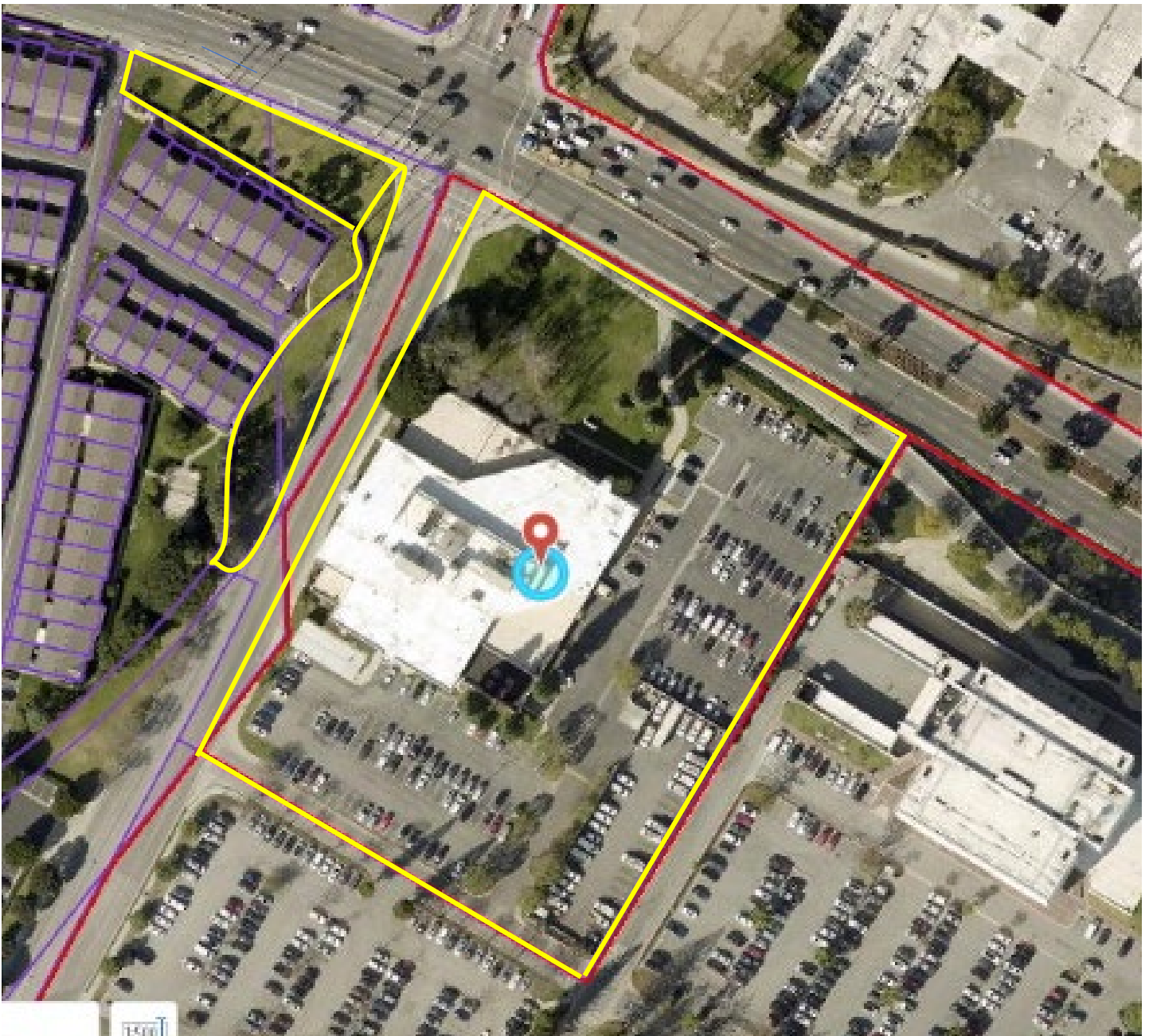


**LIBRARY HEADQUARTERS (LHQ) MAP & SPECS**

**LIBRARY HEADQUARTERS**

**7400 E. IMPERIAL HWY., DOWNEY, CA 90242**

Areas of responsibility are highlighted in Yellow.





LA COUNTY LIBRARY  
LANDSCAPE AND GROUNDS MAINTENANCE SERVICES**TREE TRIMMING CONFIRMATION FORM****-CONTRACTOR USE ONLY-**

PLEASE COMPLETE AND SUBMIT THE FORM TO COUNTY LIBRARY'S CONTRACT SERVICES UNIT

Library Name: \_\_\_\_\_ Date Completed: \_\_\_\_\_

No. of Trees trimmed: \_\_\_\_\_

No. of Trees **Not** trimmed: \_\_\_\_\_ Location of Trees: \_\_\_\_\_

\_\_\_\_\_

Explanation for not Trimming Trees: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Contractor: \_\_\_\_\_

Please **Email** completed form within 1 business day of completion to:Contract Services Unit  
[contractservices@library.lacounty.gov](mailto:contractservices@library.lacounty.gov)**CONTRACT STAFF USE ONLY**☐ Trimming Satisfactory    ☐ Trimming Unsatisfactory    ☐ Job Not Done

Date Inspected: \_\_\_\_\_ Inspected by: \_\_\_\_\_

Comments: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_☐ **COMPLETE**-Logged and Filed    ☐ Contractor Notified of unsatisfactory work    ☐ Follow-up (F/U Complete Date: \_\_\_\_\_)



# STATEMENT OF WORK

## EXHIBITS

### TABLE OF CONTENTS

#### EXHIBITS

1	CONTRACT DISCREPANCY REPORT
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Contractor Representative's Signature and Date \_\_\_\_\_



## **EXHIBIT B**

### **PRICING SCHEDULE**



## PRICING SCHEDULE

PAGE 1 OF 1

FACILITY: Library Headquarter**STAFFING AND RATES**

Position Titles	Number of Staff Assigned	Hours of Service		Hourly Rate	
		hours per week	hours per month	Effective Upon Contract Award	Effective 1/1/2023
Supervisor:	1	1	8	25.00	26.00
Working Supervisor:	1	4	16	20.00	21.00
Grounds Maintenance Worker:	2	4	32	19.50	20.00
Other:	1	1	4	20.00	21.00

\*Effective January 1, 2020 the Living Wage rate will be adjusted based on the U.S. Department of Labor, Bureau of Labor Statistics' Consumer Price Index (CPI) for the Los Angeles-Riverside-Orange County Area for the 12-month period preceding July 1 of each year.

**COST**

In accordance with the Specific Work Requirements of the Statement of Work (SOW) and its frequencies, the Proposer is herewith submitting the following Pricing Schedule for the work to be performed at this facility.

TOTAL MAINTENANCE COST PER YEAR:	Effective Upon Contract Award	Effective 01/01/2023
	\$ 26,280.00	\$ 26,940.00

**ADDITIONAL SERVICES**

The Proposer is herewith submitting the following Pricing Schedule for **Specialty/Additional/As-Needed Services** work to be performed at this facility at the request of the County.

Service	Cost Per Request Upon Contract Award	Cost Per Request Effective 01/01/2023
<b>SAFETY CLEARANCE</b>		
♦ Trees	550.00	650.00
♦ Hedges / Shrubs	400.00	450.00
<b>RENOVATION / VERTICAL MOWING</b>	1650.00	1950.00
<b>TURF RE-SEEDING / RESTORATION OF BARE AREAS</b>	520.00	600.00
<b>DISEASE / INSECT CONTROL</b>		
♦ Turf	450.00	660.00
♦ Trees	2540.00	2750.00
♦ Shrubs / Ground Cover	820.00	950.00
<b>IRRIGATION</b>		
♦ Price Per Controller	1950.00	2010.00
♦ Price per Sprinkler Head		
♦ Price per Quick Coupler		

The following cost of 1,000 Square Feet (SF) includes labor and equipment with the wholesale cost of materials:

RE-SEEDING BASE AREAS/TURF: Post Emergency or cultivation	Cost Per Request Upon Contract Award	Cost Per Request Effective 01/01/2023
Initial Cost for first 1,000 SF:	250.00	300.00
Each Additional 1,000 SF:	250.00	300.00

**FLAT WEEKLY RATE**

To be added or deducted to the Annual Contractor's Fee when increasing or reducing days of service at this facility:

Cost Per Week Upon Contract Award	Cost Per Week Effective 01/01/2023
150.00	165.00



## **EXHIBIT C**

### **CONTRACTOR'S PROPOSED SCHEDULE**



## CONTRACTOR'S PROPOSED SCHEDULE

HONORABLE BOARD OF SUPERVISORS

County of Los Angeles

383 Kenneth Hahn Hall of Administration

500 West Temple Street

Los Angeles, CA 90012

Dear Supervisors:

The undersigned offers to provide all labor and supplies necessary for the provision of landscape and grounds maintenance services at the LA County Library's Landscape and Grounds Maintenance Services - LHQ as identified in the attached specifications.

Said work will be done for the period prescribed and in the manner set forth in said specifications, and compensation therefore shall be computed under the formula provided therein based upon the hereinafter proposal price. I agree that if my proposal is accepted by the County Board of Supervisors, I will commence County Library services on 15 days' notice.

I agree to provide the specified services at the LA County Library in accordance with the attached specifications for the following submitted compensation which shall apply to weekdays, weekend, holiday, overtime, and extra personnel coverage.

### STANDARD SERVICE PROPOSALS

#### MONTHLY CONTRACTOR FEE FOR LHQ:

UPON CONTRACT AWARD: \$ 2,190.00 per month (use figures)

EFFECTIVE 01/01/2023: \$ 2,245.00 per month (use figures)

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#### ANNUAL CONTRACTOR FEE FOR LHQ:

UPON CONTRACT AWARD: \$ 26,280.00 per year (use figures)

EFFECTIVE 01/01/2023: \$ 26,940.00 per year (use figures)



Make up of staff assigned to service LHQ:

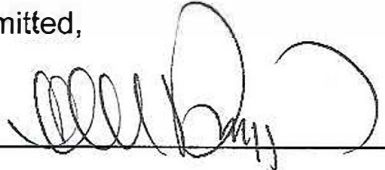
**FULL TIME EMPLOYEES:**

		<u>Upon Contract Award</u>	<u>Effective 01/01/2023</u>
Number of supervisors:	<u>1</u>	Hourly Wage: <u>25.00</u>	Hourly Wage: <u>26.00</u>
Number of working supervisors:	<u>1</u>	Hourly Wage: <u>20.00</u>	Hourly Wage: <u>21.00</u>
Number of grounds workers:	<u>1</u>	Hourly Wage: <u>19.50</u>	Hourly Wage: <u>20.00</u>
Other: ( <u>plumber</u> ):	<u>1</u>	Hourly Wage: <u>20.00</u>	Hourly Wage: <u>21.00</u>

**SPECIALTY CREWS:**

		<u>Upon Contract Award</u>	<u>Effective 01/01/2023</u>
Number of plumbers:	<u>1</u>	Hourly Wage: <u>35.00</u>	Hourly Wage: <u>40.00</u>
Number of tree trimmers:	<u>1</u>	Hourly Wage: <u>35.00</u>	Hourly Wage: <u>40.00</u>
Number of irrigation specialists:	<u>        </u>	Hourly Wage: <u>        </u>	Hourly Wage: <u>        </u>
Other: ( <u>        </u> ):	<u>        </u>	Hourly Wage: <u>        </u>	Hourly Wage: <u>        </u>

Respectfully submitted,

By:  \_\_\_\_\_

President

Title

5-15-2022

Date

Sepco Earthscape, Inc.

Firm or Corporation Name

List name(s) of all joint ventures, partners, subcontractors or others having any right or interest in this contract or the proceeds thereof.



**CONTRACTOR'S EEO CERTIFICATION**

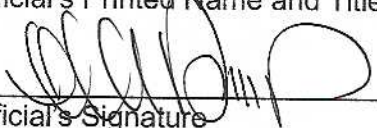
Sepeco Earthscape, Inc.  
Contractor Name  
P.O.Box 5640, Santa Monica, CA 90409  
Address  
95-4712699  
Internal Revenue Service Employer Identification Number

**GENERAL CERTIFICATION**

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

**CONTRACTOR'S SPECIFIC CERTIFICATIONS**

1. The Contractor has a written policy statement prohibiting discrimination in all phases of employment. Yes ☒ No ☐
2. The Contractor periodically conducts a self analysis or utilization analysis of its work force. Yes ☒ No ☐
3. The Contractor has a system for determining if its employment practices are discriminatory against protected groups. Yes ☒ No ☐
4. Where problem areas are identified in employment practices, the Contractor has a system for taking reasonable corrective action, to include establishment of goals or timetables. Yes ☒ No ☐

Sepehr Raafat, president  
Authorized Official's Printed Name and Title  
  
Authorized Official's Signature  
5-15-22  
Date



**COUNTY'S ADMINISTRATION**

CONTRACT NO. \_\_\_\_\_

**COUNTY PROJECT DIRECTOR:**

Name: Elsa Munoz  
Title: Head, Support Services  
Address: 7400 E. Imperial Hwy., Room 206  
Downey, CA 90242  
Telephone: 562.940.8450 Facsimile: \_\_\_\_\_  
E-Mail Address: [emunoz@library.lacounty.gov](mailto:emunoz@library.lacounty.gov)

**COUNTY PROJECT MANAGER:**

Name: Gilbert A. Garcia  
Title: Contract Services Coordinator  
Address: 7400 E. Imperial Hwy., Room 206  
Downey, CA 90242  
Telephone: 562.459.6780 Facsimile: \_\_\_\_\_  
E-Mail Address: [ggarcia@library.lacounty.gov](mailto:ggarcia@library.lacounty.gov)

**COUNTY CONTRACT PROJECT MONITORS:**

Address: 7400 E. Imperial Hwy., Room 206  
Downey, CA 90242

Sevak Khatchadorian      562.459.6783      [skhatchadorian@library.lacounty.gov](mailto:skhatchadorian@library.lacounty.gov)

Liticia Isunza      562.459.6770      [lisunza@library.lacounty.gov](mailto:lisunza@library.lacounty.gov)

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**CONTRACTOR'S ADMINISTRATION****CONTRACTOR'S NAME:** Sepco Earthscape, Inc.**CONTRACT NO:** \_\_\_\_\_**CONTRACTOR'S PROJECT MANAGER:** \_\_\_\_\_

Name: Sepehr Raafat  
Title: president  
Address: 1204 Pearl Street  
Santa Monica, CA 90405  
Telephone: 310-345-7245  
Facsimile: 310-399-1493  
E-Mail Address: sepcoearthscape@aol.com

**CONTRACTOR'S AUTHORIZED OFFICIAL(S)**

Name: Sepehr Raafat  
Title: president and CFO  
Address: 1204 Pearl Street  
Santa Monica, CA 90405  
Telephone: 310-345-7245  
Facsimile: 310-399-1493  
E-Mail Address: sepcoearthscape@aol.com

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

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

Name: Same as above  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Telephone: \_\_\_\_\_  
Facsimile: \_\_\_\_\_  
E-Mail Address: \_\_\_\_\_



**COVID-19 Vaccination Certification of Compliance**  
**Urgency Ordinance, County Code Title 2 – Administration, Division 4 – Miscellaneous –**  
**Chapter 2.212 (COVID-19 Vaccinations of County Contractor Personnel)**

I, Sepehr Raafat, on behalf of Sepco Earthscape, Inc., (the  
"Contractor"), certify that on County Contract \_\_\_\_\_ [ENTER  
CONTRACT NUMBER AND NAME]:

X All Contractor Personnel\* on this Contract are fully vaccinated as required by the  
Ordinance.

\_\_\_\_\_ Most Contractor Personnel\* on this Contract are fully vaccinated as required by the  
Ordinance. The Contractor or its employer of record, has granted a valid medical or religious  
exemption to the below identified Contractor Personnel. Contractor will certify weekly that the  
following unvaccinated Contractor Personnel have tested negative within 72 hours of starting their  
work week under the County Contract, unless the contracting County department requires  
otherwise. The Contractor Personnel who have been granted a valid medical or religious  
exemption are [LIST ALL CONTRACTOR PERSONNEL]:

\*Contractor Personnel includes subcontractors.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
I have authority to bind the Contractor, and have reviewed the requirements above and  
further certify that I will comply with said requirements.

Signature

5-15-2022

Date

\_\_\_\_\_ president

Title

\_\_\_\_\_ Sepco Earthscape, Inc.

Company/Contractor Name



**CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT**

CONTRACTOR NAME Sepco Earthscape, Inc. Contract No. \_\_\_\_\_

**GENERAL INFORMATION:**

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

**CONTRACTOR ACKNOWLEDGEMENT:**

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

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

**CONFIDENTIALITY AGREEMENT:**

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

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

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

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

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

SIGNATURE: \_\_\_\_\_

DATE: 05/15/2022

PRINTED NAME: \_\_\_\_\_

Sepehr Raafat

POSITION: \_\_\_\_\_

president



Title 2 ADMINISTRATION  
Chapter 2.203.010 through 2.203.090  
CONTRACTOR EMPLOYEE JURY SERVICE

**2.203.010 Findings.**

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

**2.203.020 Definitions.**

The following definitions shall be applicable to this chapter:

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



Title 2 ADMINISTRATION  
Chapter 2.203.010 through 2.203.090  
CONTRACTOR EMPLOYEE JURY SERVICE

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

**2.203.030 Applicability.**

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

**2.203.040 Contractor Jury Service Policy.**

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

**2.203.050 Other Provisions.**

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

**2.203.060 Enforcement and Remedies.**

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

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



Title 2 ADMINISTRATION  
Chapter 2.203.010 through 2.203.090  
CONTRACTOR EMPLOYEE JURY SERVICE

**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)

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## **SAFELY SURRENDERED BABY LAW**



# *Safely* Surrendered



No shame. No blame. No names.

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

[www.babysafela.org](http://www.babysafela.org)





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

www.babysafela.org

# Safely Surrendered Baby Law

## What is the Safely Surrendered Baby Law?

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

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

## How does it work?

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

## What if a parent wants the baby back?

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

## Can only a parent bring in the baby?

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

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

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

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

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

## What happens to the baby?

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

## What happens to the parent or surrendering adult?

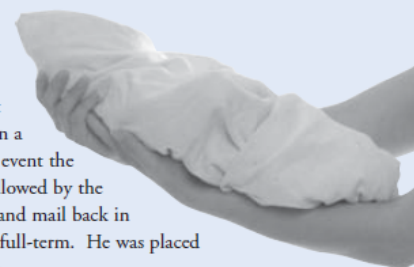
Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

## Why is California doing this?

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

## A baby's story

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





# *Ley de* Entrega de Bebés *Sin Peligro*



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

Sin pena. Sin culpa. Sin nombres.

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

[www.babysafela.org](http://www.babysafela.org)





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

www.babysafela.org

# Ley de Entrega de Bebés Sin Peligro

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

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

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

## ¿Cómo funciona?

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

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

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

## ¿Sólo los padres podrán llevar al recién nacido?

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

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

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

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

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

## ¿Qué pasará con el bebé?

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

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

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

## ¿Por qué se está haciendo esto en California?

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

## Historia de un bebé

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





Title 2 ADMINISTRATION  
Chapter 2.201 LIVING WAGE PROGRAM

**Chapter 2.201 - LIVING WAGE PROGRAM**

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

**Sections:****2.201.010 - Findings.**

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

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

**2.201.020 - Definitions.**

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

- A. "County" includes the County of Los Angeles, any County officer or body, any County department head, and any County employee authorized to enter into a Proposition A contract or a cafeteria services contract with an employer.
- B. "Employee" means any individual who is an employee of an employer under the laws of California, and who is providing full- or part-time services to an employer, some or all of which are provided to the County of Los Angeles under a Proposition A contract, or under a cafeteria services contract at a County of Los Angeles owned or leased facility.
- C. "Employer" means:
  - 1. An individual or entity who has a contract with the County:
    - a. For services which is required to be more economical or feasible under Section 44.7 of the Charter of the County of Los Angeles, and is not listed as an excluded contract in Section 2.121.250 B of the Los Angeles County Code, referred to in this Chapter as a "Proposition A contract," or
    - b. For cafeteria services, referred to in this Chapter as a "cafeteria services contract," and



Title 2 ADMINISTRATION  
Chapter 2.201 LIVING WAGE PROGRAM

- c. Who has received or will receive an aggregate sum of \$25,000.00 or more in any 12 month period under one or more Proposition A contracts and/or one or more cafeteria services contracts; or
- 2. An individual or entity that enters into a subcontract with an employer, as defined in subsection C1 and who employs employees to provide services under the employer's contract with the County.
- D. "Full time" means a minimum 40 hours worked per week, or a lesser number of hours, if the lesser number is a recognized industry standard and is approved as such by the Chief Executive Officer, but in no event less than 35 hours worked per week.
- E. "Part time" means less than 40 hours worked per week, unless a lesser number is a recognized industry standard and is approved as such by the Chief Executive Officer.
- F. "Proposition A contract" means a contract governed by Title 2, Section 2.121.250 et seq., of this code, entitled Contracting with Private Business.

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

**2.201.030 - Prospective effect.**

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

(Ord. 99-0048 § 1 (part), 1999.)

**2.201.040 - Payment of living wage.**

- A. Employers shall pay employees a living wage for their services provided to the County of no less than the hourly rate set under this Chapter or in Title 8—Consumer Protection, Business and Wage Regulations, commencing with Section 8.100.010, whichever is higher. The rate shall be as follows:
  - 1. On March 1, 2016, and thereafter the rate shall be \$13.25 per hour;
  - 2. On January 1, 2017, and thereafter the rate shall be \$14.25 per hour;
  - 3. On January 1, 2018, and thereafter the rate shall be \$15.00 per hour;
  - 4. On January 1, 2019, and thereafter the rate shall be \$ 15.79 per hour;
  - 5. Beginning January 1, 2020, and thereafter the living wage rate shall increase annually based on the average Consumer Price Index for Urban Wage Earners and Clerical Works (CPI-W) for the Los Angeles metropolitan area (Los Angeles-Riverside-Orange County, CA), which is published by the Bureau of Labor Statistics of the United States Department of Labor.
- B. The Board of Supervisors may, from time to time, adjust the amounts specified in subsection A of this Section, above for future contracts. Any adjustments to the living wage rate specified in subsection A that are adopted by the Board of Supervisors shall be applicable to Proposition A contracts and cafeteria services contracts and their amendments.

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

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Title 2 ADMINISTRATION  
Chapter 2.201 LIVING WAGE PROGRAM

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

**2.201.050 - Other provisions.**

- A. Full Time Employees. An employer shall assign and use full time employees to provide services under a Proposition A contract or a cafeteria services contract, unless the employer can demonstrate to the County the necessity to use non-full time employees based on staffing efficiency or the County requirements of an individual job.
- B. Neutrality in Labor Relations. An employer shall not use any consideration received under a Proposition A contract or a cafeteria services contract to hinder, or to further, organization of, or collective bargaining activities by or on behalf of an employer's employees, except that this restriction shall not apply to any expenditure made in the course of good faith collective bargaining, or to any expenditure pursuant to obligations incurred under a bona fide collective bargaining agreement, or which would otherwise be permitted under the provisions of the National Labor Relations Act.
- C. Administration. The Chief Executive Officer and the Internal Services Department shall be responsible for the administration of this chapter. The Chief Executive Officer and the Internal Services Department may, with the advice of County Counsel, issue interpretations of the provisions of this chapter. The Chief Executive Officer in conjunction with the Internal Services Department shall issue written instructions on the implementation and ongoing administration of this Chapter. Such instructions may provide for the delegation of functions to other County departments.
- D. Compliance Certification. An employer shall, during the term of a Proposition A contract, or a cafeteria services contract, report for each employee and certify the hours worked, wages paid, and provide other information deemed relevant to the enforcement of this Chapter by the County. Such reports shall be made at the times and in the manner set forth in instructions issued by the Chief Executive Officer in conjunction with the Internal Services Department. The Internal Services Department in conjunction with the Chief Executive Officer shall report annually to the Board of Supervisors on contractor compliance with the provisions of this Chapter.
- E. Contractor Standards. An employer shall demonstrate during the procurement process and for the duration of a Proposition A contract or a cafeteria services contract a history of business stability, integrity in employee relations, and the financial ability to pay a living wage.

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

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Title 2 ADMINISTRATION  
Chapter 2.201 LIVING WAGE PROGRAM

**2.201.060 - Employer retaliation prohibited.**

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

(Ord. 99-0048 § 1 (part), 1999.)

**2.201.070 - Employee retention rights.**

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

- A. A "retention employee" is an employee of a predecessor employer:
  - 1. Who is not an exempt employee under the minimum wage and maximum hour exemptions defined in the federal Fair Labor Standards Act;
  - 2. Who has been employed by an employer under a predecessor Proposition A contract or a predecessor cafeteria services contract for at least six months prior to the date of a new contract; and
  - 3. Who is or will be terminated from his or her employment as a result of the county entering into a new contract.
- B. Subsequent employers shall offer employment to all retention employees who are qualified for such jobs.
- C. A subsequent employer is not required to hire a retention employee who:
  - 1. Has been convicted of a crime related to the job or his or her job performance; or
  - 2. Fails to meet any other county requirement for employees of a contractor.
- D. A subsequent employer may not terminate a retention employee for the first 90 days of employment under a new contract, except for cause. Thereafter a subsequent employer may retain a retention employee on the same terms and conditions as the subsequent employer's other employees.

(Ord. 99-0048 § 1 (part), 1999.)

**2.201.080 - Enforcement and remedies.**

For violation of any of the provisions of this chapter:

- A. An employee may bring an action in the courts of the state of California for damages caused by an employer's violation of this chapter.
  - B. The county department head responsible for administering a Proposition A contract or a cafeteria services contract may do one or more of the following in accordance with such instructions as may be issued by the chief administrative officer:
    - 1. Assess liquidated damages as provided in the contract; and/or
-



Title 2 ADMINISTRATION  
Chapter 2.201 LIVING WAGE PROGRAM

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

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

**2.201.090 - Exceptions.**

- A. Other Laws. This Chapter shall not be interpreted or applied to any employer or to any employee in a manner inconsistent with United States or California laws.
- B. Collective Bargaining Agreements. Any provision of this Chapter shall be superseded by a collective bargaining agreement that expressly so provides.

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

**2.201.100 - Severability.**

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

(Ord. 99-0048 § 1 (part), 1999.)

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## Living Wage Rate Annual Adjustments

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

Effective Date	Hourly Rate
March 1, 2016	\$13.25
January 1, 2017	\$14.25
January 1, 2018	\$15.00
January 1, 2019	\$15.79
January 1, 2020	\$16.31
January 1, 2021	\$16.62
January 1, 2022	\$17.14
January 1, 2023	CPI

Effective January 1, 2020, the Living Wage rate will be adjusted based on the U.S. Department of Labor, Bureau of Labor Statistics' Consumer Price Index (CPI) for the Los Angeles-Riverside-Orange County Area for the 12-month period preceding July 1 of each year.

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

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**COUNTY OF LOS ANGELES  
LIVING WAGE PROGRAM****PAYROLL STATEMENT OF COMPLIANCE**

I, \_\_\_\_\_, \_\_\_\_\_  
(Name of Owner or Company Representative) (Title)

Do hereby state:

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

**I have reviewed the information in this report and as company owner or authorized agent for this company, I sign under penalty of perjury certifying that all information herein is complete and correct.**

Print Name and Title

Owner or Company Representative Signature:

Date:

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



## **EXHIBIT M**

### **FACILITIES MAINTENANCE COST**



## LANDSCAPE AND GROUNDS MAINTENANCE SERVICES – LHQ

Library Facilities	Monthly Cost	Annual Cost
LHQ	\$2,190.00	\$26,280.00
-	-	-
-	-	-
-	-	-
-	-	-
-	-	-
-	-	-
-	-	-
-	-	-
-	-	-
-	-	-
-	-	-
-	-	-
-	-	-
-	-	-
<b>Total</b>	<b>\$2,190.00</b>	<b>\$26,280.00</b>





(/LACoBids/)

lacounty.gov

[Home \(/LACoBids/\)](#)

## + Solicitation Information

<b>Solicitation Number:</b>	461-22-02		
<b>Title:</b>	LANDSCAPE AND GROUNDS MAINTENANCE SERVICES FOR AREA 6, AREA 8, AND LIBRARY HEADQUARTERS (LHQ)		
<b>Department:</b>	Public Library		
<b>Bid Type:</b>	Service	<b>Bid Amount:</b>	N/A
<b>Commodity:</b>	GROUNDS MAINTENANCE: MOWING, EDGING, PLANT (NOT TREE) TRIMMING, ETC.		
<b>Description:</b>	<p>LA County Library is releasing one (1) Request for Proposals (RFP) for the solicitation of proposals from qualified organizations interested in providing Landscape Grounds Maintenance Services at various library facilities throughout the Los Angeles County.</p> <p>The RFP will be available for download at <a href="https://camisvr.co.la.ca.us/lacobids/">https://camisvr.co.la.ca.us/lacobids/</a> on Monday, April 18, 2022 and the deadline for submitting proposals is no later than 10:00 a.m., Pacific Standard Time (PST) on Monday, May 16, 2021.</p> <p style="text-align: right;">Less</p>		
<b>Open Day:</b>	4/18/2022	<b>Closed Date:</b>	5/16/2022 10:00:00 AM
<b>Contact Name:</b>	YOON KIM	<b>Contact Phone:</b>	(562) 459-6781
<b>Contact Email:</b>	YYKim@library.lacounty.gov		
<b>Notice of Intent to Award (0) :</b>	<a href="#">+ Click here to view notice intent to award list.</a>		
<b>Solicitation Award (0) :</b>	<a href="#">+ Click here to view award list.</a>		
<b>Last Changed On:</b>	5/10/2022 5:42:02 PM		



CBE Vendor Listing

ATTACHMENT E

Vendor Number	Name	Address	City	State	Zip Code	Contact First Name	Contact Last Name	Contact Phone Number	Contact Email
055596	INTERNATIONAL ENVIRONMENTAL	PO BOX 4218	PANORAMA CITY	CA	91412-4218	Virginia	Cespedes	8188929341	iec@iectrees.com
101039	CORNERSTONE STUDIOS, INC.	951 E SANTA ANA BLVD	SANTA ANA	CA	92701-3920	Jeff W.	Kim	7149732200	jeff@csstudios.com
153164	PAMELA BURTON & COMPANY	1430 OLYMPIC BLVD.	SANTA MONICA	CA	90404	Pamela	Burton	3108286373	office@pamelaburtonco.com
153164	PAMELA BURTON & COMPANY	1430 OLYMPIC BLVD.	SANTA MONICA	CA	90404	Pamela	Burton	3108286373	office@pamelaburtonco.com
165571	HONGJOO KIM LANDSCAPE ARCHITECTS, INC.	714 W OLYMPIC BLVD	LOS ANGELES	CA	90015-1667	Hongjoo	Kim	2132933474	hongjoo@hklainc.com
186361	FILL GOOD LLC	1401 BODEGA WAY UNIT 1	DIAMOND BAR	CA	91765-2591	SRI KRISHNAN		9092150260	SRI@WEFILLGOOD.COM
186361	FILL GOOD LLC	1401 BODEGA WAY UNIT 1	DIAMOND BAR	CA	91765-2591	SRI KRISHNAN		9092150260	SRI@WEFILLGOOD.COM
194599	POLYTECHNIQUE ENVIRONMENTAL, INC.	13337 SOUTH ST	CERRITOS	CA	90703-7308	JOOHI SOOD		5627168346	joohi@polytechnv.com
195894	WHY ARCHITECTURE WORKSHOP, INC	9520 JEFFERSON BLVD	CULVER CITY	CA	90232-2941	CHRISTOPHER	JAMES	3108802190	CHRIS@WHY-SITE.COM
149529	NMS MANAGEMENT, INC.	155 W 35TH ST	NATIONAL CITY	CA	91950-7922	David S	Guaderrama	6194250440	nms.bespinoza@gmail.com
156574	MLA GREEN INC	STUDIO-MLA 251 S MISSION RD	LOS ANGELES	CA	90033-3235	Mia	Lehrer	2133843844	jan@mlagreen.com
161832	LANDSCAPE SUPPORT SERVICES	12610 SATICOY ST S	N HOLLYWOOD	CA	91605-4313	SOHEILA STURM		8184750680	SSTURM@LSSCORP.COM
177159	SAGE ENVIRONMENTAL GROUP	24040 CAMINO DEL AVION A77	MONARCH BEACH	CA	92629	ALISSA COPE		9492432282	MARKETING@SAGEENVIRONMENTALGROUP.COM
192890	FRESH COAST CAPITAL, LLC	318 W ADAMS ST STE 1400D	CHICAGO	IL	60606-5145	NICOLE CHAVAS		7736122906	NICOLE@GREENPRINTPARTNERS.COM



**REQUIRED FORMS – EXHIBIT 1a**  
**COMMUNITY BUSINESS ENTERPRISE (CBE) INFORMATION**

TITLE	REFERENCE			
1 FIRM/ORGANIZATION INFORMATION	The information requested below is for statistical purposes only. On final analysis and consideration of award, contractor/vendor will be selected without regard to race/ethnicity, color, religion, sex, national origin, age, sexual orientation or disability.			
Total Number of Employees in California:	20			
Total Number of Employees (including owners):	22			
Race/Ethnic Composition of Firm. Enter the make-up of Owners/Partners/Associate Partners into the following categories:				
Race/Ethnic Composition	Owners/Partners/ Associate Partners	Percentage of how ownership of the firm is distributed		
	Male	Female	Male	Female
Black/African American			%	%
Hispanic/Latino	19	1	0.00%	0.00%
Asian or Pacific Islander			%	%
American Indian			%	%
Filipino			%	%
White	1	1	50.00%	50.00%

TITLE	REFERENCE				
2 CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, DISABLED VETERAN, AND LESBIAN, GAY, BISEXUAL, TRANSGENDER, QUEER, AND QUESTIONING-OWNED (LGBTQQ) BUSINESS ENTERPRISE	If your firm is currently certified as a minority, women, disadvantaged, disabled veteran or lesbian, gay, bisexual, transgender, queer, and questioning-owned business enterprise by a public agency, complete the following.				
<input checked="" type="checkbox"/> Check if not applicable					
Agency Name	Minority	Women	Disadvantaged	Disabled Veteran	LGBTQQ

**Instructions for Completing Form**

The County seeks diverse broad-based participation in its contracting and strongly encourages participation by CBEs. Complete all fields listed on form. Where a field requests number or total indicate response using numerical digits only.

Section 1: FIRM/ORGANIZATION INFORMATION	
Total Number of Employees in California	individuals employed by the firm in the state of California.
Total Number of Employees (including owners)	Using numerical digits, enter the total number of individuals employed by the firm regardless of location.
Race/Ethnic Composition of Firm Table	Using numerical digits, enter the make-up of Owners/Partners/Associate Partners and percentage of how ownership of the firm is distributed into the Race/Ethnic Composition categories listed in the table. Final number must total 100%.

Section 2: CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, DISABLED
If the firm is currently certified as a Community Based Enterprise (CBE) by a public agency, complete the table by entering the names of the certifying Agency and placing an "X" under the appropriate CBE designation (Minority, Women, Disadvantaged, Disabled Veteran or LGBTQQ). Enter all the CBE certifications held by the firm.

Proposer acknowledges that if any false, misleading, incomplete, or deceptively unresponsive statements in connection with this proposal are made, the proposal may be rejected. The evaluation and determination in this area shall be at the Director's sole judgment and his/her judgment shall be final.

**SUBMITTAL**

Proposer must submit Exhibit 6 - Community Business Enterprise (CBE) Information form in Excel format.



# BOARD LETTER/MEMO CLUSTER FACT SHEET

☒ Board Letter

☐ Board Memo

☐ Other

<b>CLUSTER AGENDA REVIEW DATE</b>	8/31/2022	
<b>BOARD MEETING DATE</b>	9/13/2022	
<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>	Department of Parks and Recreation	
<b>SUBJECT</b>	APPROVAL OF A MOWING SERVICES CONTRACT FOR THE EAST LOS ANGELES AREA PARKS	
<b>PROGRAM</b>	Prop A Service Contract	
<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>	Current mowing services expire September 30, 2022. The new contract will need to be approved prior to September 30, 2022	
<b>COST &amp; FUNDING</b>	Total cost: \$34,344.16 annually	Funding source: General Fund
	TERMS (if applicable): Three (3) years, with two (2) 1-year options, six (6) month-to-month extensions	
	Explanation:	
<b>PURPOSE OF REQUEST</b>	<p>Approval of the mowing services contract (Contract) will enable the Department of Parks and Recreation (Department) to continue to maintain the East Los Angeles Area Parks (ELA Parks) using the services of a private contractor. Quality mowing services ensures that the parks and other public areas are available for visitor use and are maintained to standardized conditions in a cost-effective manner.</p> <p>The Department's Prop A cost analysis, using a methodology approved by the Auditor-Controller, shows that the mowing services can be performed more economically by an independent contractor than by County employees.</p>	
<b>BACKGROUND (include internal/external issues that may exist including any related motions)</b>	<p>The current mowing services at Ruben F. Salazar Park, Eugene A. Obregon Park, and City Terrace Park, collectively known as the East Los Angeles Area Parks, have been provided by a private contractor since October 1, 2014, and will be expiring September 30, 2022.</p> <p>On February 9, 2022, in response to a Request for Proposals (RFP) posted on December 14, 2021, the Department of Parks and Recreation (Department) received four (4) proposals to provide mowing services at the East Los Angeles Area Parks (ELA Parks).</p> <p>The proposals were evaluated by a three-person Evaluation Committee (Committee) comprised of Department staff. The proposals were also reviewed by Department staff for cost-effectiveness and were compared to the lowest cost received and awarded points based on the comparison. Each proposal was evaluated based on a weighted evaluation of: (1) cost, 25%; (2) experience and organizational resources, 20%; (3)</p>	



	<p>approach to contract requirements, 20%; (4) quality control plan, 20%; and (5) Living Wage Compliance, 15%.</p> <p>Upon review and evaluation of the submitted proposals, the Committee determined that the highest ranked proposal of the four proposals was from Mariposa Landscapes, Inc. (Mariposa) and recommended Mariposa for award of the mowing services contract for the ELA Parks.</p>
<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>	<p>Name, Title, Phone # &amp; Email:</p> <p>Ruben Lopez, Chief of Contracts and Procurement Division, 626-588-5300,  <a href="mailto:rlopez@parks.lacounty.gov">rlopez@parks.lacounty.gov</a></p> <p>Dennis Morelos, Contracts Section Head, 626-588-5260  <a href="mailto:dmorelos@parks.lacounty.gov">dmorelos@parks.lacounty.gov</a></p>





COUNTY OF LOS ANGELES  
DEPARTMENT OF PARKS AND RECREATION  
*"Parks Make Life Better!"*

Norma E. García-González, Director

Alina Bokde, Chief Deputy Director

September 13, 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:

**APPROVAL OF A MOWING SERVICES CONTRACT  
FOR THE EAST LOS ANGELES AREA PARKS  
(SUPERVISORIAL DISTRICT 1) (3-VOTES)**

**SUBJECT**

Approval of the recommended actions will allow the Department of Parks and Recreation to award a mowing service contract for the East Los Angeles Area Parks within the First Supervisorial District.

**IT IS RECOMMENDED THAT THE BOARD:**

1. Find that the proposed action is not a project under the California Environmental Quality Act for the reasons stated in this Board letter and the record.
2. Find that the mowing services can be performed more economically by an independent contractor than by County of Los Angeles employees.
3. Approve and instruct the Chair of the Board of Supervisors to execute this Contract with Mariposa Landscapes, Inc., for mowing services at Eugene A. Obregon Park, Ruben F. Salazar Park, and City Terrace Park, collectively known as the East Los Angeles Area Parks, for three years, with two one-year optional renewals and an additional six month-to-month extension periods, if needed, for a total term of five years and six months, at an annual cost not to exceed \$34,344.16 and for a total maximum amount of \$207,782.17. The total maximum amount for this contract is for the potential total term of 66 months and is inclusive of ten percent increases annually for unforeseen services.



4. Authorize the Director of Parks and Recreation, or her designee, to exercise two one-year contract renewal options for this contract, if, in her opinion, the Contractors have effectively performed the services during the previous contract period and the services are still required; and, if needed, the additional six month-to-month extensions for this contract; to approve and execute change notices and amendments to incorporate necessary changes within the scope of work; to assign rights or delegation of duties should the contracting entities merge, be acquired, or otherwise change entities; and, to suspend or terminate the contract if, in the opinion of the Director of Parks and Recreation, or her designee, it is in the best interest of the County of Los Angeles to do so.
5. Authorize the Director of Parks and Recreation, or her designee, to increase the contract amount by up to ten percent in any year, including any renewal option period, for any additional or unforeseen services within the scope of the contract.
6. Authorize the Director of Parks and Recreation, or her designee, to adjust the annual contracts sum for each option year to allow for an annual cost-of-living adjustment in accordance with County policy and the terms of the Contract.
7. Authorize the Director of Parks and Recreation, or her designee, to decrease the contract amount in any year, including any renewal option period, as necessary to reflect required modifications in services and/or budget reductions.

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

Approval of the mowing services contract (Contract) with Mariposa Landscapes, Inc. (Mariposa), will enable the Department of Parks and Recreation (Department) to continue to maintain the East Los Angeles Area Parks (ELA Parks) using the services of a private contractor. Quality mowing services ensures that the parks and other public areas are available for visitor use and are maintained to standardized conditions in a cost-effective manner.

The current mowing services contract expires September 30, 2022. Mowing services at the ELA Parks have been contracted to private companies since 1993.

The Department's Prop A cost analysis, using a methodology approved by the Auditor-Controller, shows that the mowing services can be performed more economically by an independent contractor than by County of Los Angeles (County) employees (Attachments I, II, and III).



After an evaluation of the proposals in response to a Request for Proposals (RFP) for landscape maintenance, park maintenance, and mowing services, the Department has determined that Mariposa is the highest ranked proposer.

### **Implementation of Strategic Plan Goals**

The proposed Contract will promote and further the Board-approved Strategic Plan Goal II, Strategy II.2.2, Expand Access to Recreational and Cultural Opportunities, by enabling the Department to provide the public with access to clean and well-maintained parks, and to Realize Tomorrow's Government Today by pursuing operational effectiveness, fiscal responsibility, and accountability, Goal III.3. The proposed Contract will also promote Strategy II.3, Make Environmental Sustainability Our Daily Reality, by reducing waste generation and recycling and reusing waste resources (Strategy II.3.1).

### **FISCAL IMPACT/FINANCING**

The Proposition A cost analysis indicates that the recommended Contract can be performed more economically by the private sector (Attachments I, II, III). The total County cost to provide mowing services at the ELA Parks, by County staff would be \$123,629.33, annually. The recommended Contractor's direct cost to perform similar services is \$34,344.16, annually. This reflects an annual savings of \$89,285.17.

The following are the recommended potential maximum Contract costs:

- Initial term of three years; \$103,032.48.
- Initial term of three years, plus the two option years; \$171,720.80.
- Initial term of three years, plus the two option years, plus the six month-to-month extensions; \$188,892.88.
- Initial term, plus the two option years, plus the six month-to-month extensions, plus the annual ten percent contingency; \$207,782.17.

The Department will not request that the Contractor perform services that will exceed the approved maximum Contract amount, which may include the ten percent contingency fee or Cost of Living Adjustment (COLA) increase, without the prior approval of the Board.

### **OPERATING BUDGET IMPACT**

The recommended Contract will increase the current annual base Contract cost by \$1,777.83, from \$32,566.33 to \$34,344.16. Sufficient funding is included in the Department's Fiscal Year 2022-23 Operating Budget for this increase.



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

In accordance with County policy, the Agreement contains a Cost of Living Adjustment (COLA) provision, based on an annual rate, as determined by the Chief Executive Officer (CEO), whereby the Director of Parks and Recreation (Director), at her sole discretion, may increase the Contractors compensation during the option years. The COLA rate is capped at the lesser of the most recently published percentage change in the U.S. Department of Labor, Bureau of Labor Statistics' Consumer Price Index for Urban Consumers (CPI-U) for the Los Angeles-Long Beach-Anaheim Area for the 12-month period preceding the contract anniversary date; or the general salary movement percentage for County employees for the 12-month period preceding the prior July 1st.

The decision to include the COLA is based on the Department's experience, that the Contractor may incur an increase in costs, such as insurance premiums, fuel, etc., during the option years, which could impact its performance. As a result, this provision allows the Director to review cost information, during the option years, to determine if the COLA is justified, subject to approval by the CEO. The Department will comply with the Board policy to exclude the cost of labor from the base upon which a COLA is calculated, unless the Contractor can show that its labor cost will increase.

On December 14, 2021, the Department issued an RFP for landscape maintenance, park maintenance, and mowing services at the following Facilities: East Los Angeles Area Parks, Santa Clarita Area Parks, Veterans Memorial Park, South Coast Botanic Garden, Antelope Valley Area Parks, South Whittier Area Parks, and the Los Angeles/Compton Area Parks. Based on the results of the RFP, the Department is requesting award of a Contract to Mariposa for mowing services at the ELA Parks. The Department will file separate Board Letters at a later date for the remaining six facilities as the recommendations for award of Contracts are finalized.

The recommended Contract term is three years, with two one-year extension options and, if needed, an additional six month-to-month extensions that may be exercised at the discretion of the Director, or her designee. No layoffs or reductions in County workforce or other adverse impacts on employee relations will result from the award of this Contract, as the work is presently contracted out.

The Department has evaluated and determined that the recommended Contractor fully complies with the requirements of the Living Wage Program, County Code Chapter 2.201, and has agreed to pay all employees providing these County services a living wage.



In addition, the award of this Contract fully complies with the mandatory Proposition A requirements contained in County Code Section 2.121.380. Awarding the Contract will not impair the County's ability to respond to emergencies or infringe upon the proper role of the County in its relationship to its residents. No confidential information is involved in the performance of the Contract; thus, award of the Contract will not result in the unauthorized disclosure of confidential information. Alternative services are available in the event of a default by any of the Contractor; therefore, services will not be interrupted.

Pursuant to the Living Wage Ordinance requirements, a request for information regarding labor violations was sent to the State of California Division of Labor Standards Enforcement (DLSE) to review and assess any history of labor law violations. There were no DLSE findings of any Labor Law/Payroll violations by this Contractor.

The Contract contains, and the Contractor has agreed to, the County's standard provisions, including consideration of hiring Gain/Grow participants, the Jury Service Program, the Defaulted Property Tax Reduction Program, Safely Surrendered Baby Law, Zero Tolerance Policy on Human Trafficking, Fair Chance Employment Practices, and the County Policy of Equity. The Contract is also in compliance with all Board, CEO, and County Counsel requirements. The CEO's Risk Management Office has approved the insurance coverage, indemnification and liability provisions included in the Contract.

The Contract has been approved as to form by County Counsel.

On July 16, 2019, the Board adopted a motion to reduce the County's reliance on Proposition A contracts. The July 16, 2019, motion instructed the CEO to report back on the following:

- Survey departments to develop a prioritized listing of potential classifications that could be contracted in;
- Develop a five-year phase-in plan for bringing those positions in-house; and
- Develop a multi-year funding strategy to address any incremental cost increases associated with bringing in previously-contracted-out positions.

Approval of the Contract will enable the Department to continue receiving mowing services while the CEO's study is being conducted.



## **ENVIRONMENTAL DOCUMENTATION**

The recommended actions are not subject to the California Environmental Quality Act (CEQA) because they are activities that are excluded from the definition of a project by Section 21065 of the Public Resources Code and Section 15378(b) of the State CEQA Guidelines. The proposed action to approve the mowing services contract is an organizational or administrative activity of government which will not result in direct or indirect physical changes to the environment.

## **CONTRACTING PROCESS**

On December 14, 2021, the Department released an RFP for the landscape maintenance, park maintenance, and mowing services at various Facilities. The RFP was advertised in two local community newspapers: Antelope Valley Journal and Los Angeles Daily News. A notice was also posted on the County's "Doing Business with Us" website, including a link to download the RFP package and bilingual instructions on how to contact the Department regarding this RFP.

On January 5, 2022, a virtual Mandatory Proposers Conference/Site Visit was held and attended by 16 vendors. An additional mandatory site visit for South Coast Botanic Garden was conducted on January 6, 2022, and six vendors participated.

Beginning on February 1, 2022, the Department received 31 proposals from eight proposers in response to the RFP. Each proposal was reviewed by the Department's staff to ensure compliance with mandatory minimum requirements outlined in the RFP. Four proposals did not meet the minimum requirements of the RFP and were disqualified. The remaining proposals were evaluated by a three-person Evaluation Committee (Committee) comprised of Department staff. The proposals were also reviewed by Department staff for cost-effectiveness and were compared to the lowest cost received and awarded points based on the comparison. Each proposal was evaluated based on a weighted evaluation of: (1) cost, 25%; (2) experience and organizational resources, 20%; (3) approach to contract requirements, 20%; (4) quality control plan, 20%; and (5) Living Wage Compliance, 15%.

Upon review and evaluation of the submitted proposals, the Committee determined that the recommended Contractor for the ELA Parks was the most responsive and responsible proposer for the respective facility, ranking Mariposa's proposal as the highest of the four proposals evaluated for the ELA Parks. The evaluation results of the remaining 23 proposals received for the landscape maintenance, park maintenance, and mowing services of Antelope Valley Area Parks, Santa Clarita Area Parks, Veterans Memorial Park, South Whittier Area Parks, South Coast Botanic Garden, and Los Angeles/Compton Area Parks, are still pending.



The Honorable Board of Supervisors  
September 13, 2022  
Page 7

The Department received one request for debriefing from the non-selected proposers; there was no protest resulting from this solicitation.

It should be noted that upon final analysis and award, Mariposa was selected without regard to gender, race, creed, or color (Attachment IV-Recommended Contractors' Community Business Enterprise).

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

There will be no impact on current public services.

**CONCLUSION**

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

Should you have any questions, please contact Mr. Matthew Green at (626) 588-5259 or via email at [mgreen@parks.lacounty.gov](mailto:mgreen@parks.lacounty.gov), or Mr. Dennis Morelos at (626) 588-5260 or via email at [dmorelos@parks.lacounty.gov](mailto:dmorelos@parks.lacounty.gov), or Ms. Kimberly Rios at (626) 588-5368 or via email at [krios@parks.lacounty.gov](mailto:krios@parks.lacounty.gov).

Respectfully submitted,

NORMA E. GARCÍA-GONZÁLEZ  
Director

NEGG:AB:MR  
RL:DM:MG:rc

Attachments (4)

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



# County's Estimated Avoidable Costs Compared to Mariposa Landscapes' for EAST LOS ANGELES AREA PARKS MOWING SERVICES

## COUNTY COST

### DIRECT

#### Salaries

Position	Salaries & Employee Benefits <sup>(1)</sup>	No. of Positions <sup>(2)</sup>	No. of Months	Total
Ground Maintenance Worker II	7,111.08	0.51	12	\$ 43,519.82
Grounds Maintenance Worker I	6,350.41	0.00	12	\$ -
Light Tractor Operator	7,695.55	0.51	12	\$ 47,096.75
		1.02		<b>\$ 90,616.57</b>

1. 5th Step Variance @ 94.254%

2. Positions reflect annual Hours @ 1744

Vehicle Usage/Fixed Assets <sup>(3)</sup>	No. of Units	No. of Miles/Hrs	Cost Per Mile/Hour	Total
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#### Vehicle/Equipment Usage

1 Ton Crew Cab Truck F450 (32.1 miles/week)	0.50	1,669.20	0.6891	\$ 575.12
Landscape trailer	0.00	-	0	\$ -
				<b>\$ 575.12</b>

#### Fixed Assets (Annualized 5 years)

1 Ton Dual Crew Cab Pick-up Truck	0.50			\$ 5,075.50
Landscape Equipment Trailer	0.50			\$ 600.00
Toro 5900 Diesel Mower	0.50			\$ 8,804.50
Toro 3280D (72") Diesel Mower	0.50			\$ 2,232.40
				<b>\$ 16,712.40</b>

#### Services & Supplies

Equipment Supplies				\$ 272.00
Grounds Maintenance				\$ 695.00
Mowing Supplies				\$ 14,758.24
				<b>\$ 15,725.24</b>

#### Total Services and Supplies/Equipment

**\$ 33,012.76**

#### Indirect Costs

Avoidable Overhead Contract Admin.				\$ -
Avoidable Overhead Agency Admin.				\$ -
				<b>\$ -</b>

### **TOTAL ESTIMATED COUNTY AVOIDABLE COSTS <sup>(4)</sup>**

**\$ 123,629.33**

3. Equipment costs include the use of a 1 ton Truck (F450) with extended cab at a rate of \$0.6891 per mile.

4. County's cost to provide the level of service proposed in the RFP

## CONTRACTING COSTS

### CONTRACTOR'S DIRECT COST

Employee Salaries and Benefits	\$ 16,465.14
Services & Supplies and Equipment	\$ 9,000.00
Overhead	\$ 7,801.68
Profit	\$ 1,077.34
<b>TOTAL CONTRACTOR'S COST <sup>(5)</sup></b>	<b>\$ 34,344.16</b>

### COUNTY INDIRECT COST <sup>(6)</sup>

Unavoidable Overhead Contract Admin.	\$8,825 x 25%=
Unavoidable Overhead Agency Admin.	\$41,506 x 25%=

#### **TOTAL COUNTY INDIRECT COST**

**\$ -**

#### **TOTAL CONTRACTING COST (direct cost +indirect cost)**

**\$34,344.16**

### **ESTIMATED SAVINGS FROM CONTRACTING (TOTAL ESTIMATED COUNTY AVOIDABLE COSTS LESS TOTAL CONTRACTING COSTS)**

**\$89,285.17**

5. Contractor's bid on the RFP.

6. Indirect cost includes monitoring by County field staff.



**Mariposa Landscapes' Proposed Costs by Category  
for Mowing Services of East Los Angeles Area Parks**

**Employee Salaries and Benefits**

<u>Position</u>	<u>Full-Time Equivalent</u>	<u>Annual Hours</u>	<u>Hourly Rate</u>	<u>TOTAL</u>
Foreman	0.18	370	\$21.77	\$8,046.19
Leadman	0.18	370	\$18.33	\$6,774.58
Total	0.36	739		\$14,820.78
Employee Benefits (Medical Insurance)				<u>\$1,644.36</u>

**Total Employee Salaries and Benefits** **\$16,465.14**

**Services, Supplies, and Equipment**

Equipment: Trucks, Mowers, Edgers, Weed Whips, Blowers, Hand Tools	\$9,000.00
Supplies: Fuel, Trash bags, Gloves, Chemicals	\$0.00
Services: Trash pick up, Waste management, Weed and Rodent Control	<u>\$0.00</u>

**Total Services, Supplies and Equipment** **\$9,000.00**

**Overhead**

Insurance, (General Liability, Worker's Comp, Auto, Umbrella)	\$685.92
Employee Taxes (Social Security, Medicare, State Disability)	<u>\$2,405.40</u>
Total Insurance/Employee Taxes	\$3,091.32
Administrative: (Accounting, Bookkeeping, Management, Office Equipment, Utilities, Telephone)	<u>\$4,710.36</u>

Total Overhead **\$7,801.68**

**Profit** \$1,077.34

**Total Profit** **\$1,077.34**

**TOTAL CONTRACTOR'S COSTS** **\$34,344.16**



**Schedule of Difference Between County and Mariposa Landscapes, Inc. Costs by Category for  
Mowing Services of East Los Angeles Area Parks**

Costs by Category	County	Contractor	Difference	Remarks
Staffing				{A}
Foreman		0.18	(0.18)	
Grounds Maint. Worker II	0.51		0.51	
Light Tractor Operator	0.51		0.51	
Leadman		0.18	(0.18)	
<b>TOTAL</b>	<b>1.02</b>	<b>0.36</b>	<b>0.66</b>	
Salary Costs	\$90,616.57	\$14,820.78	\$75,795.79	{B}
(County Salaries include 5th Step Variance of 94.254%)				
Employee Benefits	\$0.00	\$1,644.36	(\$1,644.36)	{C}
Included with Salary Costs				
Equipment, Services & Supplies	\$33,012.76	\$9,000.00	\$24,012.76	{D}
Taxes & Insurance	\$0.00	\$3,091.32	(\$3,091.32)	
Indirect Costs	\$0.00	\$4,710.36	(\$4,710.36)	{E}
TOTAL Costs (Less Profit)	\$123,629.33	\$33,266.82	\$90,362.51	
Contractor Profit	\$0.00	\$1,077.34	(\$1,077.34)	
TOTAL Costs	\$123,629.33	\$34,344.16	\$89,285.17	
Unavoidable Contracting Costs	\$0.00	\$0.00	\$0.00	
<b>TOTAL County vs. Contracting Costs</b>	<b>\$123,629.33</b>	<b>\$34,344.16</b>	<b>\$89,285.17</b>	

{A} The contractor has indicated that they can perform the services with less full-time equivalent staff since they are performing similar services in the area. The number of County positions is based on the total number of hours divided by the annual County productive hours of 1,744.

{B} The County's and contractor's salary costs are based on full-time staff as well as a percentage of staff's time. In addition, the contractor's employees are paid more than \$5 less per hour than the County items. The contractor's salary costs are approximately 43.15% of the contract costs.

{C} Contractor will be providing medical insurance to the positions providing service under this contract. As required by the Living Wage Ordinance, contractor will pay its hourly employees no less than \$17.14 per hour per employee.

{D} As indicated on Attachment II, the Contractor's total costs for services, supplies, and equipment are approximately 26.21% of the contract costs.

{E} Contractor's indirect costs (overhead) are approximately 22.72% of the contract costs and are associated with the cost of insurance premiums, employee taxes, management, telephone, utilities, office equipment and bookkeeping. For this contract, County's indirect costs are unavoidable and are associated with contract administration and monitoring.



**ATTACHMENT IV**  
**COMMUNITY BUSINESS ENTERPRISE (CBE) INFORMATION**

TITLE		REFERENCE		
1	The information requested below is for statistical			
Total Number of Employees in California:		408		
Total Number of Employees (including owners):		409		
Race/Ethnic Composition of Firm. Enter the make-up of Owners/Partners/Associate Partners into the following categories:				
Race/Ethnic Composition	Owners/Partners/ Associate Partners		Percentage of how ownership of the firm is distributed	
	Male	Female	Male	Female
Black/African American			%	%
Hispanic/Latino	1		100	%
Asian or Pacific Islander			%	%
American Indian			%	%
Filipino			%	%
White			%	%

[illegible]



**LOS ANGELES COUNTY PARKS AND RECREATION  
AWARD BOARD LETTER  
MINORITY VERIFICATION SHEET**

<b>DIVISION</b>	Parks and Recreation - Contracts and Procurement Division
<b>AGENDA DATE</b>	September 13, 2022
<b>SUBJECT:</b> Recommendation to award a Mowing Services Contract for the East Los Angeles Area Parks	
How many of the proposers are certified local small business enterprises (LSBE) or certified minority, women, disadvantaged, or disabled veteran businesses (CBE)?	
<b>Answer:</b> One (1) proposer is certified as a minority owned business enterprise; and one (1) proposer is certified as a minority owned and disadvantaged owned business enterprise.	
How many of the contract awards are going to certified local small business enterprises (LSBE) or certified minority, women, disadvantaged, or disabled veteran businesses (CBE)?	
<b>Answer:</b> The contract is going to a certified minority owned business.	



# BOARD LETTER/MEMO CLUSTER FACT SHEET

☒ Board Letter

☐ Board Memo

☐ Other

<b>CLUSTER AGENDA REVIEW DATE</b>	8/31/2022		
<b>BOARD MEETING DATE</b>	9/13/2022		
<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 type="checkbox"/> 4 <sup>th</sup> <input checked="" type="checkbox"/> 5 <sup>th</sup>		
<b>DEPARTMENT(S)</b>	Parks and Recreation		
<b>SUBJECT</b>	CHARLES WHITE PARK PLAYGROUND REPLACEMENT PROJECT ESTABLISH AND APPROVE CAPITAL PROJECT, BUDGET, AND APPROPRIATION ADJUSTMENT		
<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>	Construction must be completed by December 2023		
<b>COST &amp; FUNDING</b>	Total cost: \$740,000	Funding source: State of California Proposition 68 Per Capita Grant Program	
	TERMS (if applicable):		
	Explanation: In June 2020, the State of California Department of Parks and Recreation (State) allocated funding to the Los Angeles County (County) Department of Parks and Recreation (Department) in the amount of \$16,739,730 for projects under the California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access for All Act of 2018 (Proposition 68) Per Capita Grant Program, which provides funding to local government agencies on a per capita basis to support the rehabilitation, creation, and improvement of local parks to address deficiencies in neighborhoods lacking access to the outdoors.  The total proposed Project cost estimate of \$740,000 includes Civic Art, construction, change order/contingency, consultant and design services, jurisdictional review, and County services. The proposed Project's Schedule and Budget Summary are included in Attachment I.		
<b>PURPOSE OF REQUEST</b>	1. Find that the project is categorically exempt from CEQA. 2. Establish and approve the proposed project. 3. Approve an Appropriation Adjustment fully offset with state revenue. 4. Authorize the Director of the Parks and Recreation, or her designee, to deliver the proposed Project through a Board-approved Job Order Contract.		
<b>BACKGROUND (include internal/external issues that may exist including any related motions)</b>	The "re:Play Program" will remove and replace aging play areas in parks across the County, including unincorporated communities such as Altadena. The "re:Play Program" will renew and transform parks and recreation resources for people living near a County park, including many people living in poverty, dramatically increasing population health outcomes and creating safer, more welcoming places for people to engage in healthy activities.		



	<p>The proposed Project scope includes removing the entire playground, totaling about 6,700 square feet, and replacing with new play equipment, playground safety surfacing, shade structures, landscaping, public art, lighting, seating, trash receptacles, and a drinking fountain.</p>
<b>EQUITY INDEX OR LENS WAS UTILIZED</b>	<p><input checked="" type="checkbox"/> Yes      <input type="checkbox"/> No</p> <p>If Yes, please explain how:  Re:Play projects will invest in playground infrastructure across Los Angeles County particularly in areas that have been historically underserved and are communities of high need, as designated by the 2016 Los Angeles Countywide Comprehensive Parks and Recreation Needs Assessment.</p>
<b>SUPPORTS ONE OF THE NINE BOARD PRIORITIES</b>	<p><input checked="" type="checkbox"/> Yes      <input type="checkbox"/> No</p> <p>If Yes, please state which one(s) and explain how:  The proposed projects will achieve the goals of creating buildings and infrastructure that support human health and resilience (Goal 2) and creating accessible parks, public lands, and public spaces that create opportunities for respite, recreation, ecological discovery, and cultural activities (Goal 6) of the Our County Sustainability Plan.</p> <p>Aligned with the County's Anti-Racism, Diversity, and Inclusion Initiative and guided by the Countywide Equity Guiding Principles, data on disadvantaged and severely disadvantaged communities taken from the Park Needs Assessment, CalEnviroscreen, and statewide mapping tools were used to scope and identify the proposed projects to reduce racial disparities in life outcomes as well as disparities in public investment to shape those outcomes.</p>
<b>DEPARTMENTAL CONTACTS</b>	<p>Daniel Abratte, Departmental Facilities Planner I  (626) 588-5350, <a href="mailto:dabratte@parks.lacounty.gov">dabratte@parks.lacounty.gov</a></p> <p>Kimberly McDowell, Departmental Facilities Planner II  (626) 588-5347, <a href="mailto:kmcdowell@parks.lacounty.gov">kmcdowell@parks.lacounty.gov</a></p>





COUNTY OF LOS ANGELES  
DEPARTMENT OF PARKS AND RECREATION  
*"Parks Make Life Better!"*

Norma E. García-González, Director

Alina Bokde, Chief Deputy Director

September 13, 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:

**CHARLES WHITE PARK  
PLAYGROUND REPLACEMENT PROJECT  
ESTABLISH AND APPROVE CAPITAL PROJECT, BUDGET, AND  
APPROPRIATION ADJUSTMENT  
CAPITAL PROJECT NO. 87872  
(SUPERVISORIAL DISTRICT 5) (FY 2022-23, 4-VOTES)**

**SUBJECT**

Approval of the recommended actions will find the proposed Charles White Park Playground Replacement Project exempt from the California Environmental Quality Act; establish and approve the proposed capital project; approve the proposed Charles White Park Playground Replacement Project budget and appropriation adjustment; and, authorize the Director of Parks and Recreation, or her designee, to proceed with the proposed Charles White Park Playground Replacement Project utilizing a Board-approved Job Order Contract.

**IT IS RECOMMENDED THAT THE BOARD:**

1. Find that the recommended actions related to the proposed Charles White Park Playground Replacement Project are categorically exempt from the California Environmental Quality Act for the reasons stated in this Board Letter and in the record of the project.
2. Establish and approve the proposed Charles White Park Playground Replacement Project, Capital Project No. 87872, with a total project budget of \$740,000.



3. Approve an Appropriation Adjustment to reflect a total increase of \$740,000 in appropriation for the proposed Charles White Park Playground Replacement Project, Capital Project No. 87872, which will be fully offset with revenue from the State of California Department of Parks and Recreation California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access for All Act of 2018 (Proposition 68) Per Capita Grant Program.
4. Authorize the Director of the Parks and Recreation, or her designee, to deliver the proposed Charles White Park Playground Replacement Project through a Board-approved Job Order Contract.

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

In June 2020, the State of California Department of Parks and Recreation (State) allocated funding to the Los Angeles County (County) Department of Parks and Recreation (Department) in the amount of \$16,739,730 for projects under the California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access for All Act of 2018 (Proposition 68) Per Capita Grant Program, which provides funding to local government agencies on a per capita basis to support the rehabilitation, creation, and improvement of local parks to address deficiencies in neighborhoods lacking access to the outdoors. On January 5, 2021, the Board adopted a Board Letter and Resolution to allow the Department to submit grant applications, accept grant funds, and execute grant agreements with the State to invest in the County of Los Angeles' (County) most historically underserved, highest-need communities. On May 4, 2021, a grant agreement was executed to award 50 percent (50%) of the total allocation to the Department. On February 10, 2022, a subsequent grant amendment was executed to award the remaining 50 percent (50%) of the allocation. Of the total funding allocated to the Department, \$740,000 will be used to fully offset the proposed Project.

Proposition 68 Per Capita funds will be used for projects under the Department's "re:Play Program", a multi-year initiative to replace and renovate playgrounds throughout County parks. The initiative will invest in the County's most historically underserved, highest-need communities, as designated by the 2016 Los Angeles Countywide Comprehensive Parks and Recreation Needs Assessment (Parks Needs Assessment). The "re:Play Program" will remove and replace aging play areas in parks across the County, including unincorporated communities such as Altadena.

The "re:Play Program" will renew and transform parks and recreation resources for people living near a County park, including many people living in poverty, dramatically increasing population health outcomes and creating safer, more welcoming places for people to engage in healthy activities.



According to the Parks Needs Assessment, the proposed Charles White Park Playground Replacement Project (Project) is located in the western region of unincorporated Altadena, Study Area 47. Although Study Area 47 is within an area with low park need, areas identified as moderate and high park need are located within one-half mile of Charles White Park. The two play areas located within Charles White Park are beyond their useful life, and the existing sand surface is inaccessible and difficult to maintain. This proposed Project, as part the Department's re:Play Program, will provide significant improvements to the playgrounds at Charles White Park, and result in the provision of upgraded recreational resources to the surrounding community.

The proposed Project scope includes removing the entire playground, totaling about 6,700 square feet, and replacing with new play equipment, playground safety surfacing, shade structures, landscaping, public art, lighting, seating, trash receptacles, and a drinking fountain.

#### **Implementation of Strategic Plan Goals**

The recommended actions further the County Strategic Plan Goal to Support the Wellness of Our Communities (Strategy II.2) by enhancing recreation opportunities for residents and visitors of Los Angeles County, fiscal responsibility, and accountability (Goal III.3) by investing in public infrastructure that will sustain and improve County services and facilities by effectively managing County resources for the County of Los Angeles residents and visitors.

#### **Implementation of County Sustainability Goals**

The OurCounty Sustainability Plan, adopted in 2019, establishes goals to address the environmental impacts of climate change and the subsequent social challenges. The proposed Project will achieve the goals of creating buildings and infrastructure that support human health and resilience (Goal 2) and creating accessible parks, public lands, and public spaces that create opportunities for respite, recreation, ecological discovery, and cultural activities (Goal 6).



### **Implementation of County Anti-Racism, Diversity, and Inclusion Initiative**

The re:Play Program is aligned with the County's Anti-Racism, Diversity, and Inclusion Initiative and guided by the Countywide Equity Guiding Principles adopted by the Board on September 15, 2021, including the reduction of racial disparities in life outcomes as well as disparities in public investment to shape those outcomes. Consistent with these Principles, the Department has developed and proposes implementation of projects that support the most disadvantaged geographies and populations. Data on disadvantaged and severely disadvantaged communities taken from the Park Needs Assessment, CalEnviroscreen, and statewide mapping tools were utilized in the scoping and project identification process. Finally, the investment represents an important step in continuing to advance the Department's urgent and bold action to achieve tangible results to eliminate racism.

### **FISCAL IMPACT/FINANCING**

The total proposed Project cost estimate of \$740,000 includes Civic Art, construction, change order/contingency, consultant and design services, jurisdictional review, and County services. The proposed Project's Schedule and Budget Summary are included in Attachment I.

Approval of the Appropriation Adjustment (Attachment II) will reflect an increase of \$740,000 in appropriation for the Project, Capital Project No. 87872, which will be fully offset with revenue from the State of California Department of Parks and Recreation California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access for All Act of 2018 (Proposition 68) Per Capita Grant Program.

### **Operating Budget Impact**

Based on the proposed Project description, the Department does not anticipate any one-time startup or ongoing costs for the proposed Project. The provisions of the proposed Project has maintenance requirements that will be fulfilled with existing Departmental staff and resources.

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

Approval of the recommended actions will authorize the Department to deliver the proposed Project utilizing a Board-approved JOC, as the work involves repair, remodeling, and refurbishing of County facilities. The standard Board-directed clauses that provide for contract termination, renegotiation, and hiring qualified displaced County employees will be included in the JOC.



The JOC contractor who is awarded this contract, will be required to fully comply with Los Angeles County Code Chapter 2.200 (Child Support Compliance Program), Chapter 2.203 (Contractor Employee Jury Service Program), and Chapter 2.201 (Living Wage Program). The Project will proceed in accordance with the Board's consolidated Local and Targeted Worker Hire Policy (LTWHP) adopted on September 6, 2016, and last amended on June 11, 2019.

In accordance with the Board's Civic Art Policy, adopted on December 7, 2004, and last amended on August 4, 2020, the proposed Project budget includes one percent (1%) of eligible design and construction costs, in the amount of \$8,000, to be allocated to Civic Art and be spent on-site within the grant performance period.

### **ENVIRONMENTAL DOCUMENTATION**

The proposed Project is categorically exempt from the California Environmental Quality Act (CEQA). The proposed Project, which includes retaining a historic stone wall while removing and replacing the entire playground, including new play equipment, playground safety surfacing, shade structures, landscaping, public art, lighting, fencing and gates, seating, trash receptacles, and a drinking fountain, is within certain classes of projects that have been determined not to have a significant effect on the environment in that it meets the criteria set forth in Sections 15301 (d), 15302 (c), 15303 (e) and 15331 of the State CEQA Guidelines and Classes 1 (c), 2 (e), and 3 (b) of the County's Environmental Document Reporting Procedures and Guidelines, Appendix G. The proposed Project provides for restoration or rehabilitation of deteriorated or damaged structures, facilities, or mechanical equipment to meet current standards of public health and safety, replacement or reconstruction of existing structures, and facilities involving negligible or no expansion of capacity, construction of small new facilities and maintenance, repair, stabilization, rehabilitation, restoration, preservation, conservation or reconstruction of historical resources in a manner consistent with the Secretary of the Interior's Standards for the Treatment of Historic Properties with Guidelines for Preserving, Rehabilitating, Restoring and Reconstructing Historic Buildings (1995), Weeks and Grimmer.

Based on the proposed Project records, it 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 they may cause a substantial adverse change in the significance of a historical resource that would make the exemption inapplicable.

Upon your Board's approval of the recommended actions, the Department will file a Notice of Exemption with the County Clerk in accordance with section 21152 of the California Public Resources Code.



### **CONTRACTING PROCESS**

Design plans and specifications, including construction documents, will be completed by Board-approved as-needed consultants.

Implementation of the improvements will be completed using a combination of a Board-approved JOC and County Purchase Orders. A Board-approved JOC will deliver site work and installation of amenities. County Purchase Order is authorized for and will provide new play equipment and its installation. Where used, the Department has made the determination that JOC is the most appropriate procurement method for delivery of the construction scope.

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

The recommended actions will have limited impacts to County services at the facility. The Department will coordinate work to minimize and mitigate disruption.



## **CONCLUSION**

Please instruct the Executive Officer-Clerk of the Board to forward one adopted copy of this letter to the Chief Executive Office, Capital Projects Division, and three copies to the Department Parks and Recreation.

Should you have any questions please contact Daniel Abratte at (626) 588-5350 or [dabratte@parks.lacounty.gov](mailto:dabratte@parks.lacounty.gov), Kimberly McDowell at (626) 588-5347 or [kmcdowell@parks.lacounty.gov](mailto:kmcdowell@parks.lacounty.gov), or Kimberly Rios at (626) 588-5367 or [krios@parks.lacounty.gov](mailto:krios@parks.lacounty.gov).

Respectfully submitted,

NORMA E. GARCÍA-GONZÁLEZ  
Director

NEG:AB:JS:CK:KM:da

Attachments

c: Auditor Controller  
Chief Executive Officer  
County Counsel  
Executive Officer, Board of Supervisors  
Arts and Culture (Civic Art Division)  
Parks and Recreation



**ATTACHMENT I**

**CHARLES WHITE PARK  
PLAYGROUND REPLACEMENT PROJECT  
ESTABLISH AND APPROVE CAPITAL PROJECT, BUDGET, AND  
APPROPRIATION ADJUSTMENT  
CAPITAL PROJECT NO. 87872  
(SUPERVISORIAL DISTRICT 5) (FY 2022-23, 4-VOTES)**

**I. PROJECT SCHEDULE SUMMARY**

<b>Project Activity</b>	<b>Scheduled Completion Date</b>
Board Approval	September 2022
Consultant Services	January 2023
Jurisdictional Approvals	May 2023
Construction Award	July 2023
Substantial Completion	November 2023
Project Acceptance	December 2023

**II. PROJECT BUDGET SUMMARY**

<b>Project Activity</b>	<b>Proposed Project Budget</b>
Construction	
Construction	\$ 525,000
Change Orders	\$ 79,000
<b>Subtotal</b>	<b>\$ 604,000</b>
Civic Art	\$ 7,000
Plans and Specifications	\$ 78,000
Miscellaneous Expenditures	\$ 0
Jurisdictional Review/Plan Check/Permits	\$ 26,000
County Services	\$ 25,000
<b>TOTAL</b>	<b>\$ 740,000</b>



PINK

BOARD OF SUPERVISORS  
OFFICIAL COPY

BA FORM 11162021

September 13, 2022

COUNTY OF LOS ANGELES

REQUEST FOR APPROPRIATION ADJUSTMENT

DEPARTMENT OF PARKS AND RECREATION

AUDITOR-CONTROLLER:  
THE FOLLOWING APPROPRIATION ADJUSTMENT IS DEEMED NECESSARY BY THIS DEPARTMENT. PLEASE CONFIRM THE ACCOUNTING ENTRIES AND AVAILABLE BALANCES AND FORWARD TO THE CHIEF EXECUTIVE OFFICER FOR HER RECOMMENDATION OR ACTION.

ADJUSTMENT REQUESTED AND REASONS THEREFORE  
FY 2022-23  
4 - VOTES

SOURCES		USES	
PARKS AND RECREATION CHARLES WHITE PARK PLAYGROUND REPLACEMENT A01-CP-88-8752-65043-87872 STATE-OTHER / CAPITAL PROJECTS		PARKS AND RECREATION CHARLES WHITE PARK PLAYGROUND REPLACEMENT A01-CP-6014-65043-87872 CAPITAL ASSETS - B & I	
INCREASE REVENUE	740,000	INCREASE APPROPRIATION	740,000
SOURCES TOTAL \$ 740,000		USES TOTAL \$ 740,000	

JUSTIFICATION  
Reflect an increase of \$740,000 in appropriation to Charles White Park Playground Replacement Project, Capital Project Number 87872, fully offset with revenue from the State of California Department of Parks and Recreation California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access for All Act of 2018 (Proposition 68) Per Capita Grant Program.

AUTHORIZED SIGNATUREJane Lee, Fiscal Admin Section Head

BOARD OF SUPERVISOR'S APPROVAL (AS REQUESTED/REVISED)

REFERRED TO THE CHIEF EXECUTIVE OFFICER FOR---	<input type="checkbox"/> ACTION	<input type="checkbox"/> APPROVED AS REQUESTED
	<input type="checkbox"/> RECOMMENDATION	<input type="checkbox"/> APPROVED AS REVISED
AUDITOR-CONTROLLER	BY	CHIEF EXECUTIVE OFFICER
B.A. NO.	DATE	BY
		DATE



# BOARD LETTER/MEMO CLUSTER FACT SHEET

☒ Board Letter

☐ Board Memo

☐ Other

<b>CLUSTER AGENDA REVIEW DATE</b>	8/31/2022		
<b>BOARD MEETING DATE</b>	9/13/2022		
<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 type="checkbox"/> 4 <sup>th</sup> <input checked="" type="checkbox"/> 5 <sup>th</sup>		
<b>DEPARTMENT(S)</b>	Parks and Recreation		
<b>SUBJECT</b>	DEVIL'S PUNCHBOWL NATURAL AREA TRAIL REESTABLISHMENT PROJECT ESTABLISH AND APPROVE CAPITAL PROJECT, BUDGET, AND APPROPRIATION ADJUSTMENT		
<b>PROGRAM</b>			
<b>AUTHORIZES DELEGATED AUTHORITY TO DEPT</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
<b>pSOLE SOURCE CONTRACT</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain why:		
<b>DEADLINES/ TIME CONSTRAINTS</b>	Grant funding requires completion by December 2023.		
<b>COST &amp; FUNDING</b>	Total cost: \$294,000	Funding source: State of California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access for All Act of 2018 (Proposition 68)	
	TERMS (if applicable):		
	Explanation: On February 16, 2022, the Department was awarded a grant for the proposed Project in the amount of \$294,000 from the San Gabriel and Lower Los Angeles Rivers and Mountains Conservancy under the Small Grants Program, which is funded by the California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access for All Act of 2018 (Proposition 68).		
<b>PURPOSE OF REQUEST</b>	1. Find that the project is categorically exempt from CEQA. 2. Establish and approve the proposed project. 3. Approve an Appropriation Adjustment fully offset with state revenue. 4. Authorize the Director of the Parks and Recreation, or her designee, to deliver the proposed Project through a Board-approved Job Order Contract.		
<b>BACKGROUND (include internal/external issues that may exist including any related motions)</b>	In September 2020, the Bobcat Fire crested the San Gabriel Mountains and burned its way into the communities of Pearblossom, Juniper Hills, and Valyermo, scorching approximately 98% of the Devil's Punchbowl area and in the process, destroying the visitor's center and several storage and outbuildings, along with irreplaceable trees, shrubs, and wildlife, and damaging the existing trails.  The proposed Project scope will provide stabilization, clean-up, and related improvements for sections of damaged trail; installation of a trailhead kiosk; replacement of damaged trail maps, markers, and directional signage; and replacement of damaged fencing.		



<b>EQUITY INDEX OR LENS WAS UTILIZED</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No The project will invest in outdoor activity and education to communities that have been historically underserved and are communities of high need, as designated by the 2016 Los Angeles Countywide Comprehensive Parks and Recreation Needs Assessment.
<b>SUPPORTS ONE OF THE NINE BOARD PRIORITIES</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No The proposed project will support Goal 6, by creating accessible parks, public lands, and public spaces that create opportunities for respite, recreation, ecological discovery, and cultural activities and improving access to these parks, public lands, and public spaces.  Aligned with the County's Anti-Racism, Diversity, and Inclusion Initiative and guided by the Countywide Equity Guiding Principles, data on disadvantaged and severely disadvantaged communities taken from the Park Needs Assessment, CalEnviroscreen, and statewide mapping tools were used to scope and identify the proposed projects to reduce racial disparities in life outcomes as well as disparities in public investment to shape those outcomes.
<b>DEPARTMENTAL CONTACTS</b>	Daniel Abratte, Departmental Facilities Planner I (626) 588-5350, <a href="mailto:dabratte@parks.lacounty.gov">dabratte@parks.lacounty.gov</a>  Kimberly McDowell, Departmental Facilities Planner II (626) 588-5347, <a href="mailto:kmcdowell@parks.lacounty.gov">kmcdowell@parks.lacounty.gov</a>





COUNTY OF LOS ANGELES  
DEPARTMENT OF PARKS AND RECREATION  
*"Parks Make Life Better!"*

Norma E. García-González, Director

Alina Bokde, Chief Deputy Director

September 13, 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:

**DEVIL'S PUNCHBOWL NATURAL AREA  
TRAIL REESTABLISHMENT PROJECT  
ESTABLISH AND APPROVE CAPITAL PROJECT, BUDGET, AND  
APPROPRIATION ADJUSTMENT  
CAPITAL PROJECT NUMBER 87871  
(SUPERVISORIAL DISTRICT 5) (FY2022-23, 4-VOTES)**

**SUBJECT**

Approval of the recommended actions will find the proposed Devil's Punchbowl Natural Area Trail Reestablishment Project exempt from the California Environmental Quality Act; establish and approve the proposed capital project; approve the proposed Devil's Punchbowl Natural Area Trail Reestablishment Project budget and appropriation adjustment; and, authorize the Director of Parks and Recreation, or her designee, to proceed with the proposed Devil's Punchbowl Natural Area Trail Reestablishment Project utilizing a Board-approved Job Order Contract.

**IT IS RECOMMENDED THAT THE BOARD:**

1. Find that the recommended actions related to the proposed Devil's Punchbowl Natural Area Trail Reestablishment Project are categorically exempt from the California Environmental Quality Act for the reasons stated in this Board Letter.
2. Establish and approve the proposed Devil's Punchbowl Natural Area Trail Reestablishment Project, Capital Project No. 87871, with a total project budget of \$294,000.
3. Approve an Appropriation Adjustment to reflect an increase of \$294,000 in appropriation for the proposed Devil's Punchbowl Natural Area Trail Reestablishment Project, Capital Project No. 87871, which will be fully offset with



revenue from the San Gabriel and Lower Los Angeles Rivers and Mountains Conservancy's Small Grants Program funded under the California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access for All Act of 2018 (Proposition 68).

4. Authorize the Director of the Parks and Recreation, or her designee, to deliver the proposed Devil's Punchbowl Natural Area Trail Reestablishment Project through a Board-approved Job Order Contract.

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

The proposed Devil's Punchbowl Natural Area Trail Reestablishment Project (Project) is located at the Devil's Punchbowl Natural Area, 28000 Devil's Punchbowl Road, Pearblossom, CA 93553 in unincorporated Los Angeles County. Devil's Punchbowl Natural Area (Area) is a unique 1,300-acre geological wonder featuring walking and hiking trails, a picnic area, and a classroom building. It is one of the County of Los Angeles (County) Department of Parks and Recreation's (Department) most popular destinations, averaging over 130,000 visitors every year from all over the globe. The Area is an amazing geological wonder formed by mountain runoff and tectonic pressures along the Pinyon, Punchbowl, and San Andreas faults. The Area supports a vast array of plant species and is uniquely positioned between the Mojave Desert and montane floras, creating a unique assemblage of subcommunities, such as rock outcrops and Mojave Desert Scrub.

The County owns and maintains 40 of the 1,300-acre Area with the remainder being owned and maintained by the United States Forest Service (USFS). Any proposed Project work in areas located on USFS land will require a Special Use License issued by USFS. Currently, the Department's use permit has expired. The Department is in the process of renewing the permit, which the Department anticipates will be brought to the Board for consideration later this year.

According to the 2016 Los Angeles Countywide Parks Needs Assessment, the Area is within a study area with low park need. However, as a regional hiking destination, the Area serves many of the surrounding communities, including Palmdale, Lancaster, Quartz Hill, and Santa Clarita, which exhibit a moderate to high park need. Additionally, the Area serves as a gateway for hikers wishing to connect to the trails of the San Gabriel Mountain National Monument.

In September 2020, the Bobcat Fire crested the San Gabriel Mountains and burned its way into the communities of Pearblossom, Juniper Hills, and Valyermo, scorching approximately 98 percent of the Area and, in the process, destroying the visitor's center and several storage and outbuildings, along with irreplaceable trees, shrubs, and wildlife, and damaging the existing trails.



The proposed Project scope will provide for the stabilization, clean-up, and related improvements to sections of damaged trail; installation of a trailhead kiosk; replacement of damaged trail maps, markers, and directional signage; and replacement of damaged fencing.

On February 16, 2022, the Department was awarded a grant for the proposed Project in the amount of \$294,000 from the San Gabriel and Lower Los Angeles Rivers and Mountains Conservancy under the Small Grants Program, which is funded by the California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access for All Act of 2018 (Proposition 68).

### **Implementation of Strategic Plan Goals**

The recommended actions further the Board-approved County Strategic Plan Goal to Support the Wellness of Our Communities (Strategy II.2) by expanding access to recreational and outdoor activities (Goal II.2.2) to benefit County residents.

### **Implementation of County Sustainability Goals**

The OurCounty Sustainability Plan, adopted in 2019, establishes goals to address the environmental impacts of climate change and the subsequent social challenges. The proposed Project will support Goal 6, by creating accessible parks, public lands, and public spaces that create opportunities for respite, recreation, ecological discovery, and cultural activities and improving access to these parks, public lands, and public spaces (Strategy 6B). The Area provides an opportunity for visitors from surrounding communities and from afar to experience firsthand a unique geological wonder both from a distance and via hiking trails, and to come into contact with the diverse flora and fauna found here. This proposed Project will restore access to these opportunities.

### **Implementation of County Anti-Racism, Diversity, and Inclusion Initiative**

This proposed Project is aligned with the County's Anti-Racism, Diversity, and Inclusion Initiative and is guided by the Countywide Equity Guiding Principles adopted by the Board on September 15, 2021, including the reduction of racial disparities in life outcomes as well as disparities in public investment to shape those outcomes. Consistent with these principles, the Department has developed and proposes implementation of projects that support the most disadvantaged geographies and populations.

Data on disadvantaged and severely disadvantaged communities taken from the Park Needs Assessment, CalEnviroscreen, and statewide mapping tools were used to scope and identify projects. Finally, the investment in the proposed Project represents an



important step in continuing to advance the Department's urgent and bold action to achieve tangible results to eliminate racism.

### **FISCAL IMPACT/FINANCING**

The total proposed Project cost estimate of \$294,000 includes construction, change order/contingency, and County services. The proposed Project's Schedule and Budget Summary are included in Attachment I.

Approval of the Appropriation Adjustment (Attachment II) will reflect an increase of \$294,000 in appropriation for the proposed Project, Capital Project No. 87871, which will be fully offset with revenue from the San Gabriel and Lower Los Angeles Rivers and Mountains Conservancy's Small Grants Program funded under the California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access for All Act of 2018 (Proposition 68).

The Proposition 68 grant (Grant) requires the grantee to maintain, operate, and use the property funded by the grant for a period of at least 20 years.

### **Operating Budget Impact**

Based on the proposed Project description, the Department does not anticipate any one-time startup or ongoing costs for the proposed Project. The provisions of the proposed Project have maintenance requirements that will be fulfilled with existing Departmental staff and resources.

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

The San Gabriel and Lower Los Angeles Rivers and Mountains Conservancy has provided the Department with specific guidelines, reports, and expenditure procedures for the administration and management of the Grant. Unless an amendment is approved, the Grant performance period ends December 2022. The Department anticipates requesting and receiving a Grant amendment in September 2022 to extend the performance period through December 2023.

Approval of the recommended actions will authorize the Department to deliver the proposed Project utilizing a Board-approved Job Order Contract (JOC), as the work involves repair, remodeling, and refurbishing of County facilities. The standard Board-directed clauses that provide for contract termination, renegotiation, and hiring qualified displaced County employees will be included in the JOC.

The JOC contractor who is awarded this contract will be required to fully comply with Los Angeles County Code Chapter 2.200 (Child Support Compliance Program),



Chapter 2.203 (Contractor Employee Jury Service Program), and Chapter 2.201 (Living Wage Program). The proposed Project will proceed in accordance with the Board's consolidated Local and Targeted Worker Hire Policy (LTWHP) adopted on September 6, 2016, and last amended on June 11, 2019.

A portion of the proposed Project will be completed by the California Conservation Corps. On June 1, 2017, the County entered into a contract with the California Conservation Corps for employment of at-risk youth for as-needed landscaping, maintenance, and related services. The scope of work and budget for the proposed Project complies with the terms and conditions of the contract.

In accordance with the Board's Civic Art Policy, adopted on December 7, 2004, and last amended on August 4, 2020, the proposed Project budget for Devil's Punchbowl Natural Area Trail Reestablishment Project, Capital Project No. 87871, is exempt from Civic Art Allocation as the eligible project costs are under \$500,000.

This Board Letter has been reviewed and approved by County Counsel as to form.

### **ENVIRONMENTAL DOCUMENTATION**

The proposed Project is categorically exempt from the California Environmental Quality Act (CEQA). The proposed Project, which includes stabilization, clean-up, and related improvements for sections of damaged trail; installation of a trailhead kiosk; replacement of damaged trail maps, markers, and directional signage; and, replacement of damaged fencing, is within certain classes of projects that have been determined not to have a significant effect on the environment in that they meet the criteria set forth in sections 15302 and 15303(e) of the State CEQA Guidelines and Classes 2 and 3 (b) of the County's Environmental Document Reporting Procedures and Guidelines, Appendix G. The proposed Project involves replacement or reconstruction of existing structures and facilities and installation of small new structures.

Based on the proposed Project records, it will comply with all applicable regulations and is not located in a sensitive environment. There are no cumulative impacts, unusual circumstances, damage to scenic highways, listing on hazardous waste sites 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 would make the exemption inapplicable.

Upon your Board's approval of the recommended actions, the Department will file a Notice of Exemption with the County Clerk in accordance with section 21152 of the California Public Resources Code.



### **CONTRACTING PROCESS**

Design plans and specifications, including construction documents, will be completed by Board-approved as-needed consultants.

Implementation of the improvements will be completed using a combination of a Board-approved JOC and Board-approved as-needed contract with the California Conservation Corps. A Board-approved JOC will deliver and install a trailhead shade structure and related amenities. The California Conservation Corps will provide trail clean-up, repairs, stabilization, and signage and markers. The combination of the two delivery methods will allow for the most expedient and cost-effective implementation of the proposed Project. Where used, the Department has made the determination that JOC is the most appropriate procurement method for delivery of the construction scope.

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

The recommended actions will have limited impacts to County services at the facility. The Department will minimize and mitigate disruption by coordinating work and providing sufficient notification to the facility and the public, particularly in the case of temporary trail closures.

### **CONCLUSION**

Please instruct the Executive Officer-Clerk of the Board to forward one adopted copy of this letter to the Chief Executive Office, Capital Projects Division, and three copies to the Department Parks and Recreation.

Should you have any questions please contact Daniel Abratte at (626) 588-5350 or [dabratte@parks.lacounty.gov](mailto:dabratte@parks.lacounty.gov), Kimberly McDowell at (626) 588-5347 or [kmcdowell@parks.lacounty.gov](mailto:kmcdowell@parks.lacounty.gov), or Kimberly Rios at (626) 588-5367 or [krios@parks.lacounty.gov](mailto:krios@parks.lacounty.gov).



The Honorable Board of Supervisors  
September 13, 2022  
Page 7

Respectfully submitted,

NORMA E. GARCÍA-GONZÁLEZ  
Director

NEG:AB:JS:CK:KM:da

Attachments

c: Auditor Controller  
Chief Executive Officer  
County Counsel  
Executive Officer, Board of Supervisors  
Arts and Culture (Civic Art Division)  
Parks and Recreation



**ATTACHMENT I**

**DEVIL'S PUNCHBOWL NATURAL AREA  
TRAIL REESTABLISHMENT PROJECT  
ESTABLISH AND APPROVE CAPITAL PROJECT, BUDGET, AND  
APPROPRIATION ADJUSTMENT  
CAPITAL PROJECT NUMBER 87871  
(SUPERVISORIAL DISTRICT 5) (FY2022-23, 4-VOTES)**

**I. PROJECT SCHEDULE SUMMARY**

<b>Project Activity</b>	<b>Scheduled Completion Date</b>
Board Approval	September 2022
Design Services	November 2022
Jurisdictional Approvals	January 2023
Construction Award	October 2023
Substantial Completion	November 2023
Project Acceptance	December 2023

**II. PROJECT BUDGET SUMMARY**

<b>Project Activity</b>	<b>Proposed Project Budget</b>
Construction	
Construction	\$ 245,000
Change Orders	\$ 20,000
<b>Subtotal</b>	<b>\$ 265,000</b>
Civic Art	\$ 0
Plans and Specifications	\$ 18,000
Miscellaneous Expenditures	\$ 0
Jurisdictional Review/Plan Check/Permits	\$ 5,000
County Services	\$ 6,000
<b>TOTAL</b>	<b>\$ 294,000</b>



PINK

BOARD OF SUPERVISORS  
OFFICIAL COPY

BA FORM 11162021

September 13, 2022

COUNTY OF LOS ANGELES

REQUEST FOR APPROPRIATION ADJUSTMENT

DEPARTMENT OF PARKS AND RECREATION

AUDITOR-CONTROLLER:  
THE FOLLOWING APPROPRIATION ADJUSTMENT IS DEEMED NECESSARY BY THIS DEPARTMENT. PLEASE CONFIRM THE ACCOUNTING ENTRIES AND AVAILABLE BALANCES AND FORWARD TO THE CHIEF EXECUTIVE OFFICER FOR HER RECOMMENDATION OR ACTION.

ADJUSTMENT REQUESTED AND REASONS THEREFORE  
FY 2022-23  
4 - VOTES

SOURCES	USES
PARKS AND RECREATION DEVIL'S PUNCHBOWL NATURAL TRAIL & TRAILHEAD REESTABLISHMENT A01-CP-88-8752-65043-87871 STATE-OTHER / CAPITAL PROJECTS INCREASE REVENUE294,000	PARKS AND RECREATION DEVIL'S PUNCHBOWL NATURAL TRAIL & TRAILHEAD REESTABLISHMENT A01-CP-6014-65043-87871 CAPITAL ASSETS - B & I INCREASE APPROPRIATION294,000
SOURCES TOTAL\$294,000	USES TOTAL\$294,000

JUSTIFICATION  
Reflect an increase of \$294,000 in appropriation to Devil's Punchbowl Natural Area Trail and Trailhead Reestablishment Project, Capital Project Number 87871, fully offset with revenue from the San Gabriel and Lower Los Angeles Rivers and Mountains Conservancy's Small Grants Program funded under the California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access for All Act of 2018 (Proposition 68)

AUTHORIZED SIGNATUREJane Lee, Fiscal Admin Section Head

BOARD OF SUPERVISOR'S APPROVAL (AS REQUESTED/REVISED)

REFERRED TO THE CHIEF EXECUTIVE OFFICER FOR---	<input type="checkbox"/> ACTION	<input type="checkbox"/> APPROVED AS REQUESTED
	<input type="checkbox"/> RECOMMENDATION	<input type="checkbox"/> APPROVED AS REVISED
AUDITOR-CONTROLLER	BY	CHIEF EXECUTIVE OFFICER
B.A. NO.	DATE	BY
		DATE



**BOARD LETTER/MEMO  
CLUSTER FACT SHEET**

☒ Board Letter

☐ Board Memo

☐ Other

<b>CLUSTER AGENDA REVIEW DATE</b>	08/31/2022	
<b>BOARD MEETING DATE</b>	9/13/2022	
<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 type="checkbox"/> 4 <sup>th</sup> <input type="checkbox"/> 5 <sup>th</sup>	
<b>DEPARTMENT(S)</b>	Parks and Recreation	
<b>SUBJECT</b>	EARVIN "MAGIC" JOHNSON PARK SHADE EQUITY TREE PLANTING PROJECT ESTABLISH AND APPROVE CAPITAL PROJECT, BUDGET, AND APPROPRIATION ADJUSTMENT	
<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>	Project Acceptance: December 2023	
<b>COST &amp; FUNDING</b>	Total cost: \$560,000	Funding source: State of California Natural Resources Agency Urban Greening Grant Program.
	TERMS (if applicable):	
	Explanation: On April 22, 2021, the State of California Natural Resources Agency Urban Greening Grant Program awarded \$560,000 to the Department for the tree planting project.  The proposed Project is located at Earvin "Magic" Johnson Recreation Area (EMJ Park), a 126-acre community regional park located at 905 East El Segundo Boulevard in unincorporated Willowbrook, a large urbanized, critically underserved and disadvantaged community. Willowbrook suffers from a severe lack of shade and a history of neglect. The proposed Project will reduce Greenhouse Gas (GHG) emissions, while helping to bring much-needed shade to the region. Other critical benefits include increased tree canopy, reduced urban heat island effect, reduced air and water pollution, improved mental and physical health, and increased access to green space.	
<b>PURPOSE OF REQUEST</b>	1. Find that the project is categorically exempt from CEQA. 2. Establish and approve the proposed project. 3. Approve an Appropriation Adjustment fully offset with state revenue. 4. Authorize the Director of the Parks and Recreation, or her designee, to deliver the proposed Project through a Board-approved Job Order Contract.	
<b>BACKGROUND (include internal/external issues that may exist including any related motions)</b>	On February 9, 2021, the Board approved a motion for the Department to submit a competitive grant application and accept grant funds in the amount of \$560,000 through the State of California, Urban Greening Grant Program (State) for the Earvin "Magic" Johnson Park Shade Equity Tree Planting Project.  On April 22, 2021, the State awarded \$560,000 to the Department for the proposed Project	



<b>EQUITY INDEX OR LENS WAS UTILIZED</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please explain how: The proposed Project will reduce GHG emissions, while helping to bring much needed shade to the region. Other critical benefits include increased tree canopy, reduced urban heat island effect, reduced air and water pollution, improved mental and physical health, and increased access to green space.
<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: The proposed Project will achieve the goals of creating buildings and infrastructure that support human health and resilience (Goal 2) and creating accessible parks, public lands, and public spaces that create opportunities for respite, recreation, ecological discovery, and cultural activities (Goal 6).  The proposed recommendations further the Board approved County Strategic Plan Goal to Support the Wellness of Our Communities (Strategy II.2) by enhancing recreation opportunities to benefit County residents.  Aligned with the County's Anti-Racism, Diversity, and Inclusion Initiative and guided by the Countywide Equity Guiding Principles (Principles) adopted by the Board on September 15, 2021, including the reduction of racial disparities in life outcomes as well as disparities in public investment to shape those outcomes.
<b>DEPARTMENTAL CONTACTS</b>	Name, Title, Phone # & Email: Katherine Li at (626) 588-5357 or <a href="mailto:KLi@parks.lacounty.gov">KLi@parks.lacounty.gov</a> , Kevin Motschell at (626) 588- 5363 or <a href="mailto:kmotschall@parks.lacounty.gov">kmotschall@parks.lacounty.gov</a> , or Kimberly Rios at (626) 588-5368 or <a href="mailto:krrios@parks.lacounty.gov">krrios@parks.lacounty.gov</a> .





COUNTY OF LOS ANGELES  
DEPARTMENT OF PARKS AND RECREATION  
*"Parks Make Life Better!"*

Norma E. García-González, Director

Alina Bokde, Chief Deputy Director

September 13, 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:

**EARVIN "MAGIC" JOHNSON PARK  
SHADE EQUITY TREE PLANTING PROJECT  
ESTABLISH AND APPROVE CAPITAL PROJECT, BUDGET, AND  
APPROPRIATION ADJUSTMENT  
CAPITAL PROJECT NO. 87746  
(SUPERVISORIAL DISTRICT 2) (FY2022-23) (4-VOTES)**

**SUBJECT**

Approval of the recommended actions will find the proposed Earvin "Magic" Johnson Park Shade Equity Tree Planting Project exempt from the California Environmental Quality Act; establish and approve the proposed capital project, proposed project budget, and appropriation adjustment; and authorize the Director of Parks and Recreation, or her designee, to proceed with the proposed Earvin "Magic" Johnson Park Shade Equity Tree Planting Project utilizing a Board-approved Job Order Contract.

**IT IS RECOMMENDED THAT THE BOARD:**

1. Find that the recommended actions related to the proposed Earvin "Magic" Johnson Park Shade Equity Tree Planting Project are categorically exempt from the California Environmental Quality Act for the reasons stated in this Board Letter and in the record of the proposed activities.
2. Establish and approve the proposed Earvin "Magic" Johnson Park Shade Equity Tree Planting Project, Capital Project No. 87746, with a total project budget of \$560,000.



3. Approve an Appropriation Adjustment to reflect a total increase of \$560,000 in appropriation for the proposed Earvin “Magic” Johnson Park Shade Equity Tree Planting Project, Capital Project No. 87746, which will be fully offset with revenue from the State of California Natural Resources Agency Urban Greening Grant Program which is funded by Cap and Trade Revenue and allocated through the Greenhouse Gas Reduction Fund.
4. Authorize the Director of the Parks and Recreation, or her designee, to deliver the proposed Earvin “Magic” Johnson Park Shade Equity Tree Planting Project through a Board-approved Job Order Contract.

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

Approval of the recommended actions will find the proposed Earvin “Magic” Johnson Park Shade Equity Tree Planting Project (Project) exempt from the California Environmental Quality Act (CEQA); establish Capital Project No. 87746; approve the proposed Project and budget; and approve an Appropriation Adjustment. The recommended actions will also authorize the Department of Parks and Recreation (Department) to deliver the proposed Project through a Board-approved Job Order Contract (JOC). Portions of the proposed Project will also be delivered through a Board-approved as-needed agreement with a local conservation corp.

The proposed Project is located at Earvin "Magic" Johnson Recreation Area (EMJ Park), a 126-acre community regional park located at 905 East El Segundo Boulevard in unincorporated Willowbrook, a large urbanized, critically underserved and disadvantaged community. Willowbrook suffers from a severe lack of shade and a history of neglect. The proposed Project will reduce Greenhouse Gas (GHG) emissions, while helping to bring much-needed shade to the region. Other critical benefits include increased tree canopy, reduced urban heat island effect, reduced air and water pollution, improved mental and physical health, and increased access to green space.

According to the Department’s 2016 Willowbrook Community Parks and Recreation Plan (CPRP), Willowbrook has a total tree canopy coverage of only 10 percent and is among the most deficient and undeveloped urban tree canopies in the County of Los Angeles (County). A more recent survey by the U.S. Forest Service i-Tree Canopy Report shows declining tree cover and reports that Willowbrook has only 7.4 percent tree canopy cover. In context, the OurCounty Sustainability Plan sets a baseline of 20 percent of urban tree canopy cover as of 2016. The severe lack of tree canopy in Willowbrook highlights, on a larger scale, the inequities faced by residents of disadvantaged and low-income communities, particularly with regards to the lack of trees and shade.



Data from the California Environmental Protection Agency's (CalEPA) California Communities Environmental Health Screening Tool (CalEnviroScreen 3.0) shows that overall pollution burden at the proposed Project site is in the 88th percentile of California communities, with several major pollution exposure and environmental indicators ranking within the highest percentiles in the state, including toxic releases in the 83rd percentile, particulate matter (PM) 2.5 in the 82nd percentile, diesel releases in the 74th percentile, groundwater threats in the 87th percentile, impaired waterbodies in the 63rd percentile, and hazardous waste in the 62nd percentile. For Willowbrook residents at the front line of climate change, the new trees are critical resiliency support tools to provide protection against the effects of pollution and increasing heat. The proposed Project will result in a net GHG benefit of 325,010 pounds of carbon dioxide avoided and approximately 1,807,381 pounds of carbon dioxide sequestered over a 40-year project lifetime.

The scope of the multi-benefit proposed Project is to expand tree canopy coverage by planting approximately 118 new trees, installing an irrigation system, and amending and reseeded any turf areas impacted by the scope of the proposed Project. The proposed Project is a key effort of the County to meet the 2025 urban tree canopy cover targets set forth in the OurCounty Sustainability Plan.

### **Implementation of Strategic Plan Goals**

The recommended actions further the Board approved County Strategic Plan Goal to Support the Wellness of Our Communities (Strategy II.2) by enhancing recreation opportunities to benefit County residents.

### **Implementation of County Sustainability Goals**

The OurCounty Sustainability Plan, adopted in 2019, establishes goals to address the environmental impacts of climate change and the subsequent social challenges. The proposed Project will achieve the goals of creating buildings and infrastructure that support human health and resilience (Goal 2) and creating accessible parks, public lands, and public spaces that create opportunities for respite, recreation, ecological discovery, and cultural activities (Goal 6).



### **Implementation of County Anti-Racism, Diversity, and Inclusion Initiative**

The proposed actions are aligned with the County's Anti-Racism, Diversity, and Inclusion Initiative and guided by the Countywide Equity Guiding Principles (Principles) adopted by the Board on September 15, 2021, including the reduction of racial disparities in life outcomes as well as disparities in public investment to shape those outcomes. Consistent with these Principles, the Department proposes implementation of the proposed Project to support areas of concentrated disadvantage according to the County of Los Angeles Equity Explorer. In fact, according to the Equity Explorer, the proposed Project will directly serve hundreds of thousands of individuals in census tracts determined to be in the High and Highest Need Categories. Data on disadvantaged and severely disadvantaged communities taken from the Park Needs Assessment, CalEnviroscreen, and statewide mapping tools were also utilized in the scoping and development of the proposed Project. Finally, the investment represents an important step in continuing to advance the Department's urgent and bold action to achieve tangible results to eliminate racism and promote racial equity.

### **FISCAL IMPACT/FINANCING**

The total proposed Project cost estimate of \$560,000 includes construction, change order/contingency, and plans and specifications. The proposed Project Schedule and Budget Summary are included in Attachment I.

Approval of the Appropriation Adjustment (Attachment II) will reflect a total increase of \$560,000 in appropriation to the Earvin "Magic" Johnson Park Shade Equity Tree Planting Project, Capital Project No. 87746, which will be fully offset with revenue from the State of California, Urban Greening Grant Program funds.

#### **Operating Budget Impact**

Based on the proposed Project description, the Department anticipates one-time costs of \$46,000 and ongoing costs of \$12,000 for maintenance, utilities, and grounds maintenance supplies following the proposed Project completion. The Department will submit to the Chief Executive Office a funding request through the budget process. The Department will work on the funding request with the Chief Executive Office in order to allow the Department to maintain the new trees.



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

On February 9, 2021, the Board approved a motion for the Department to submit a competitive grant application and accept grant funds in the amount of \$560,000 through the State of California, Urban Greening Grant Program (State) for the proposed Project. On April 22, 2021, the State awarded \$560,000 to the Department for the proposed Project. The State requires the Department to maintain the planted trees and irrigation for no less than 20 years after project completion, including maintaining adequate funds to maintain the proposed Project. Should the Department default on these responsibilities and others listed in a resolution adopted by the Board on February 9, 2021, the State will deem the County to not be in good standing, which may negatively affect future grant awards and require the County to reimburse the State for grant funds.

Approval of the recommended actions will authorize the Department to deliver the proposed Project utilizing a Board-approved as-needed contract with a local conservation corps and a Board-approved JOC, as the work involves repair, remodeling, and refurbishing of County facilities. The standard Board-directed clauses that provide for contract termination, renegotiation, and hiring qualified displaced County employees will be included in the JOC.

The JOC contractor who is awarded this contract, will be required to fully comply with Los Angeles County Code Chapter 2.200 (Child Support Compliance Program), Chapter 2.203 (Contractor Employee Jury Service Program), and Chapter 2.201 (Living Wage Program). The proposed Project will proceed in accordance with the Board's consolidated Local and Targeted Worker Hire Policy (LTWHP) adopted on September 6, 2016 and last amended on June 11, 2019.

In accordance with the Board's Civic Art Policy, adopted on December 7, 2004, and last amended on August 4, 2020, the Civic Art Allocation only reflects the portion of funding eligible for Civic Art. This proposed Project is entirely funded by grant funds through the State of California Natural Resources Agency Urban Greening Grant Program, which are restricted by the grantor and cannot be expended for Civic Art, therefore the Civic Art Allocation for this proposed Project is zero dollars.

This Board Letter has been reviewed and approved by County Counsel as to form.

## **ENVIRONMENTAL DOCUMENTATION**

The proposed Project is categorically exempt from the California Environmental Quality Act (CEQA). The proposed Project, which involves planting approximately 118 new trees; installing an irrigation system for the trees; and, amending and reseeded any areas impacted by the scope of the proposed Project, is within certain classes of projects that have been determined not to have a significant effect on the environment in that it meets



the criteria set forth in sections 15301 (h), 15303(d) and 15304 (b) of the State CEQA Guidelines and Classes 1(j),3(a) and 4(c) of the County's Environmental Document Reporting Procedures and Guidelines, Appendix G, because the proposed Project involves maintenance of existing landscaping, installation of utility extensions, and new landscaping, and will not involve the removal of healthy, mature, and scenic trees.

Based on the proposed Project records, it will comply with all applicable regulations and is not located in a sensitive environment. There are no cumulative impacts, unusual circumstances, damage to scenic highways, listing on hazardous waste sites 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 would make the exemption inapplicable.

Upon your Board's approval of the recommended actions, the Department will file a Notice of Exemption with the County Clerk in accordance with section 21152 of the California Public Resources Code.

### **CONTRACTING PROCESS**

Design plans and specifications, including construction documents, will be completed by Board-approved as-needed consultants.

Implementation of the improvements will be completed using a combination of a Board-approved JOC and a conservation corps under a Board-approved as-needed agreement. The conservation corps will deliver landscaping, irrigation, and related scope items for the proposed Project. A Board-approved JOC will deliver the remaining landscaping, irrigation, and related scope which a conservation corps is unable to perform. The combination of the two delivery methods will allow for the most expedient and cost-effective implementation of the proposed Project.

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

The recommended actions will have limited impacts to County services at the facility. The Department will coordinate work to minimize and mitigate disruption to access, recreation, and programming at the Park.

### **CONCLUSION**

Please instruct the Executive Officer-Clerk of the Board to forward one adopted copy of this letter to the Chief Executive Office, Capital Projects Division, and three copies to the Department of Parks and Recreation.



The Honorable Board of Supervisors  
September 13, 2022  
Page 7

Should you have any questions please contact Katherine Li at (626) 588-5357 or [kli@parks.lacounty.gov](mailto:kli@parks.lacounty.gov), Kimberly McDowell at (626) 588-5347 or [kmcdowell@parks.lacounty.gov](mailto:kmcdowell@parks.lacounty.gov), or Kimberly Rios at (626) 588-5367 or [krios@parks.lacounty.gov](mailto:krios@parks.lacounty.gov).

Respectfully submitted,

NORMA E. GARCÍA-GONZÁLEZ  
Director

NG:NEG:AB:CK:MG:KM:ss

Attachments

c: Auditor Controller  
Chief Executive Officer  
County Counsel  
Executive Officer, Board of Supervisors  
Arts Commission  
Parks and Recreation



**ATTACHMENT I**

**EARVIN "MAGIC" JOHNSON  
PARK SHADE EQUITY TREE PLANTING PROJECT  
APPROVE CAPITAL PROJECT, PROJECT SCOPE, BUDGET, AND  
APPROPRIATION ADJUSTMENT  
CAPITAL PROJECT NO. 87746  
(SUPERVISORIAL DISTRICT 2) (FY2022-23, 4-VOTES)**

**I. PROJECT SCHEDULE SUMMARY**

<b>Project Activity</b>	<b>Scheduled Completion Date</b>
Board Approval	September 2022
Design Services	October 2022
Construction Award	November 2022
Substantial Completion	March 2023
Project Acceptance	June 2023

**II. PROJECT BUDGET SUMMARY**

<b>Project Activity</b>	<b>Proposed Project Budget</b>
Construction	
Construction	\$ 470,000
Change Orders	\$ 52,000
<b>Subtotal</b>	<b>\$ 522,000</b>
Civic Art	\$ 0
Plans and Specifications	\$ 28,000
Consultant Services	\$ 0
Miscellaneous Expenditures	\$ 0
Jurisdictional Review/Plan Check/Permits	\$ 0
County Services	\$ 10,000
<b>TOTAL</b>	<b>\$ 560,000</b>



September 13, 2022

COUNTY OF LOS ANGELES

**REQUEST FOR APPROPRIATION ADJUSTMENT**

DEPARTMENT OF PARKS AND RECREATION

**AUDITOR-CONTROLLER:**

THE FOLLOWING APPROPRIATION ADJUSTMENT IS DEEMED NECESSARY BY THIS DEPARTMENT. PLEASE CONFIRM THE ACCOUNTING ENTRIES AND AVAILABLE BALANCES AND FORWARD TO THE CHIEF EXECUTIVE OFFICER FOR HER RECOMMENDATION OR ACTION.

**ADJUSTMENT REQUESTED AND REASONS THEREFORE****FY 2022-23****4 - VOTES**

SOURCES		USES	
PARKS AND RECREATION EARVIN MAGIC JOHNSON PARK SHADE EQUITY TREE PLANTING A01-CP-88-8752-65043-87746 STATE-OTHER / CAPITAL PROJECTS INCREASE REVENUE		PARKS AND RECREATION EARVIN MAGIC JOHNSON PARK SHADE EQUITY TREE PLANTING A01-CP-6014-65043-87746 CAPITAL ASSETS - B & I INCREASE APPROPRIATION	
	560,000		560,000
SOURCES TOTAL		USES TOTAL	
\$ 560,000		\$ 560,000	

**JUSTIFICATION**

Reflect an increase of \$560,000 in appropriation to the Earvin "Magic" Johnson Park Shade Equity Tree Planting Project, Capital Project Number 87746, fully offset with revenue from the State of California Natural Resources Agency Urban Greening Grant Program

**AUTHORIZED SIGNATURE**

Jane Lee, Fiscal Admin Section Head

BOARD OF SUPERVISOR'S APPROVAL (AS REQUESTED/REVISED)

REFERRED TO THE CHIEF  
EXECUTIVE OFFICER FOR---☐ ACTION☐ RECOMMENDATION

AUDITOR-CONTROLLER

BY

B.A. NO.

DATE

☐ APPROVED AS REQUESTED☐ APPROVED AS REVISED

CHIEF EXECUTIVE OFFICER

BY

DATE



# BOARD LETTER/MEMO CLUSTER FACT SHEET

☒ Board Letter

☐ Board Memo

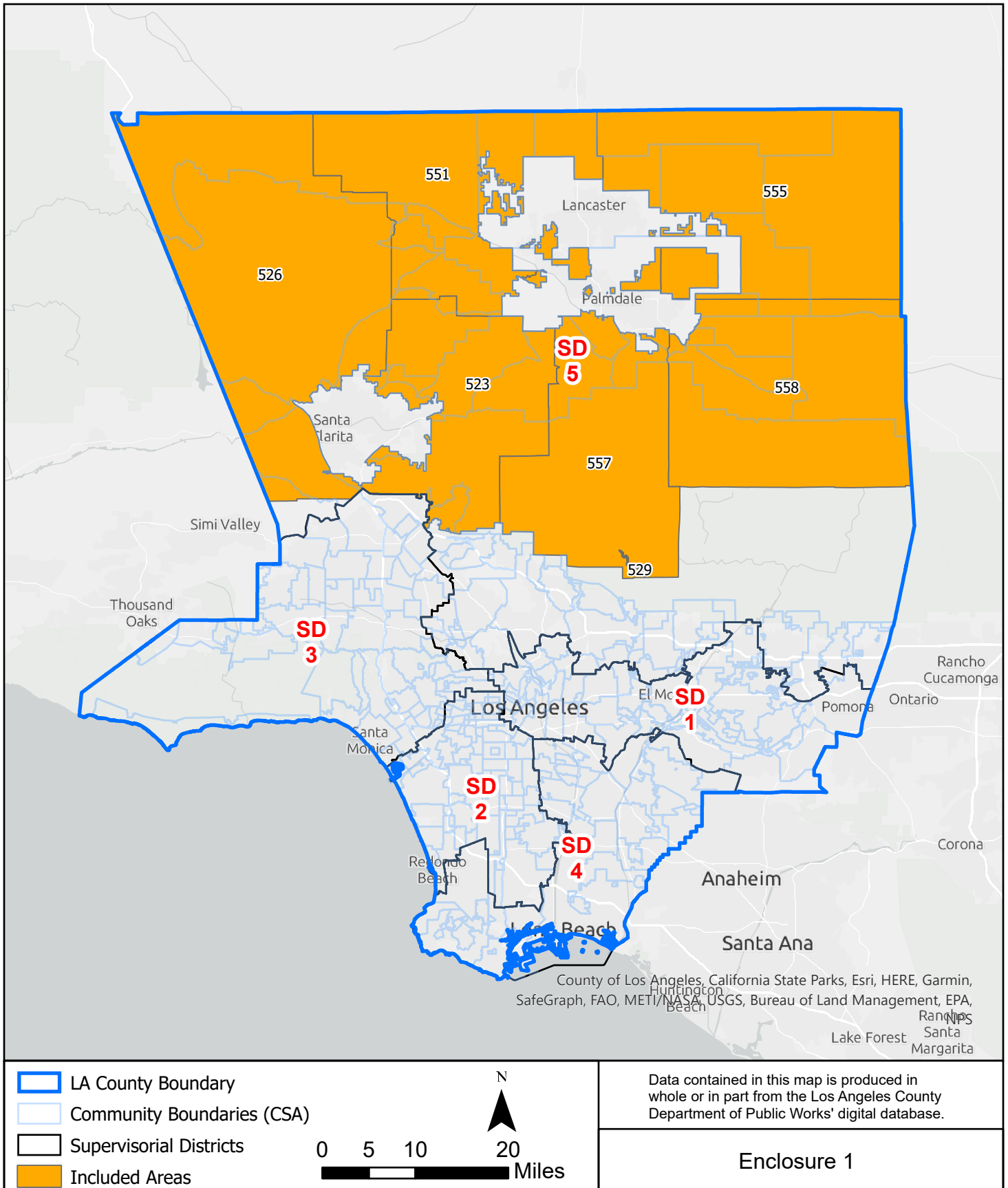
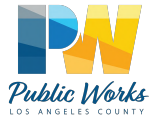
☐ Other

<b>CLUSTER AGENDA REVIEW DATE</b>	8/31/2022	
<b>BOARD MEETING DATE</b>	9/13/2022	
<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>	Job Order Contract Nos. 6740 through 6749 Pavement Preservation, Resurfacing, and Pavement Reconstruction	
<b>PROGRAM</b>	Road Fund	
<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: \$52,500,000	Funding source: Road Fund
	TERMS (if applicable): N/A	
	Explanation: N/A	
<b>PURPOSE OF REQUEST</b>	For the approval to procure ten separate Job Order Contracts for pavement preservation, resurfacing, and pavement reconstruction work throughout the County and various cities.	
<b>BACKGROUND (include internal/external issues that may exist including any related motions)</b>	The procurement of these JOCs will augment Public Works' ability to effectively and efficiently repair and maintain County roads and infrastructure.	
<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 #7, Sustainability. These JOCs go towards making the County more livable by keeping our infrastructure operating in a sustainable manner.	
<b>DEPARTMENTAL CONTACTS</b>	Name, Title, Phone # & Email: Steve Burger, Deputy Director, (626) 458-4018, cell (626) 476-9847 <a href="mailto:sburger@pw.lacounty.gov">sburger@pw.lacounty.gov</a>	





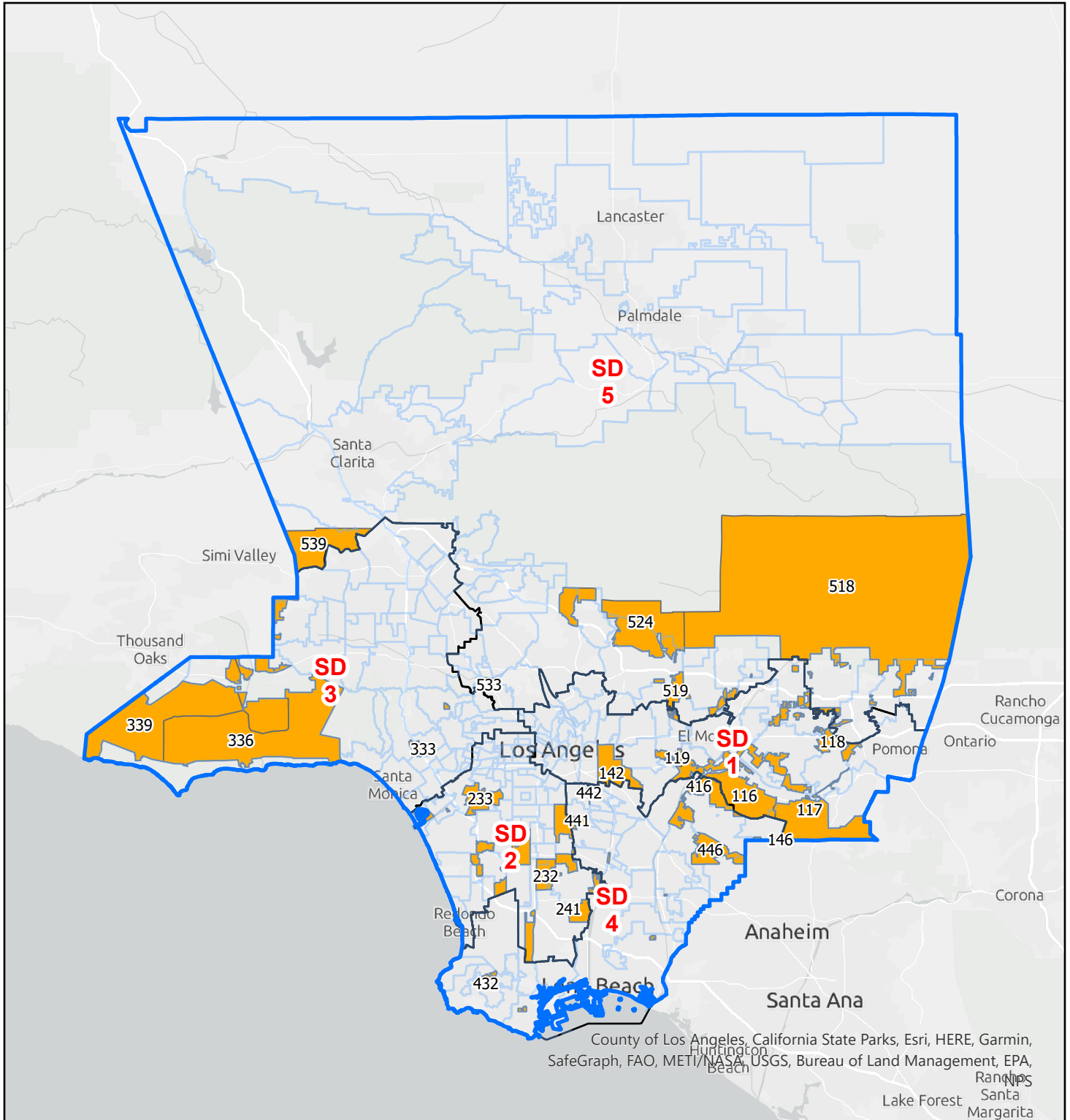
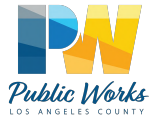
**JOB ORDER CONTRACT  
PAVEMENT PRESERVATION (SEAL COATS)  
NORTH COUNTY**



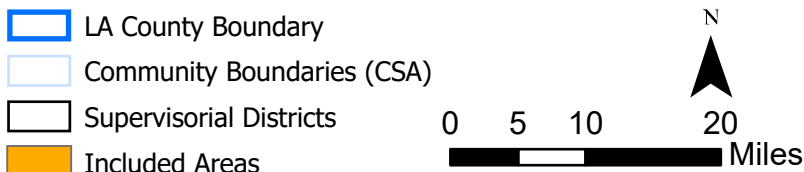




**JOB ORDER CONTRACT  
PAVEMENT PRESERVATION (SEAL COATS)  
SOUTH COUNTY**



County of Los Angeles, California State Parks, Esri, HERE, Garmin, SafeGraph, FAO, METI/NASA, USGS, Bureau of Land Management, EPA, Rancho Santa Margarita



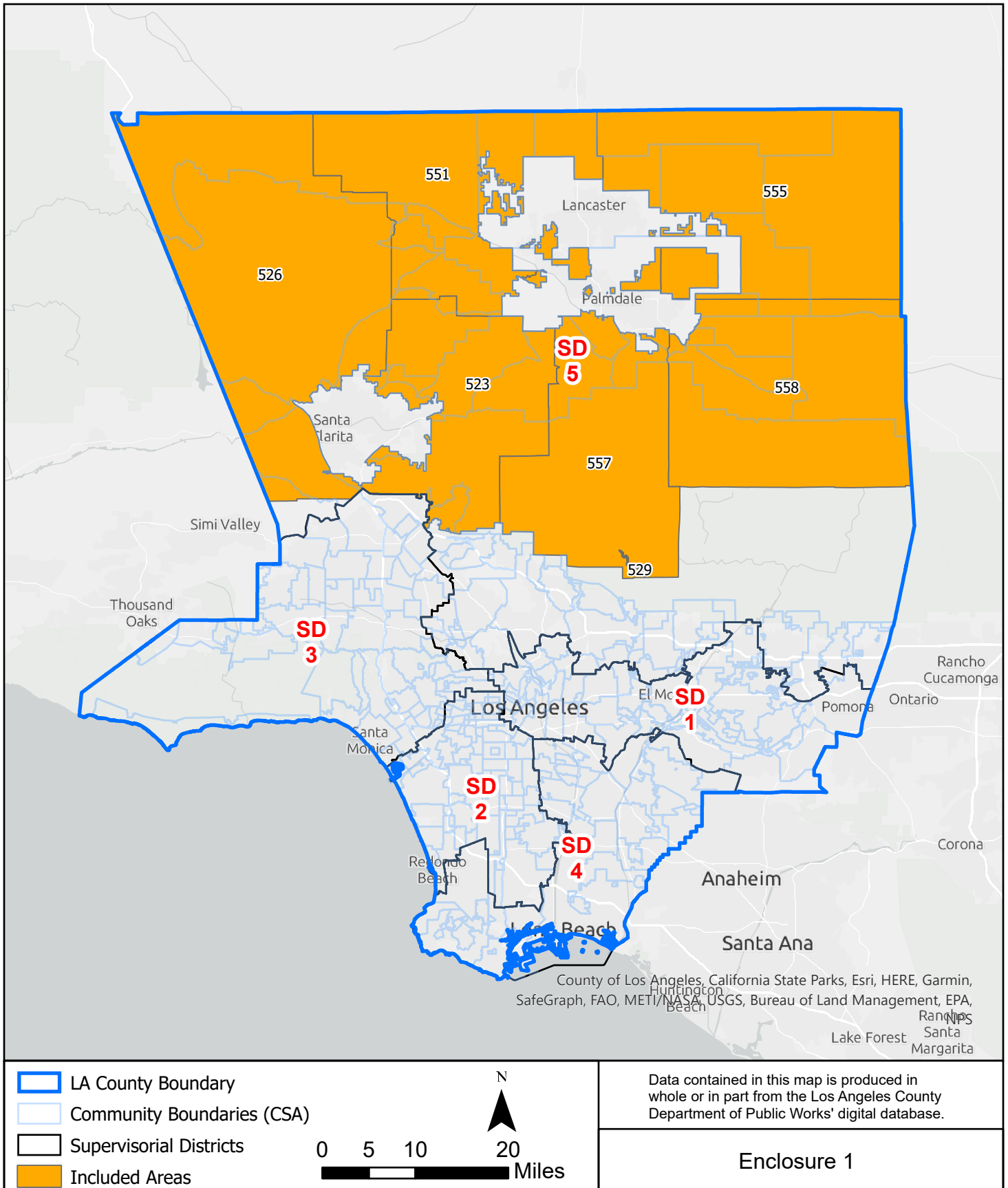
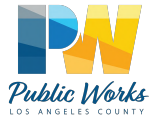
Data contained in this map is produced in whole or in part from the Los Angeles County Department of Public Works' digital database.

Enclosure 1





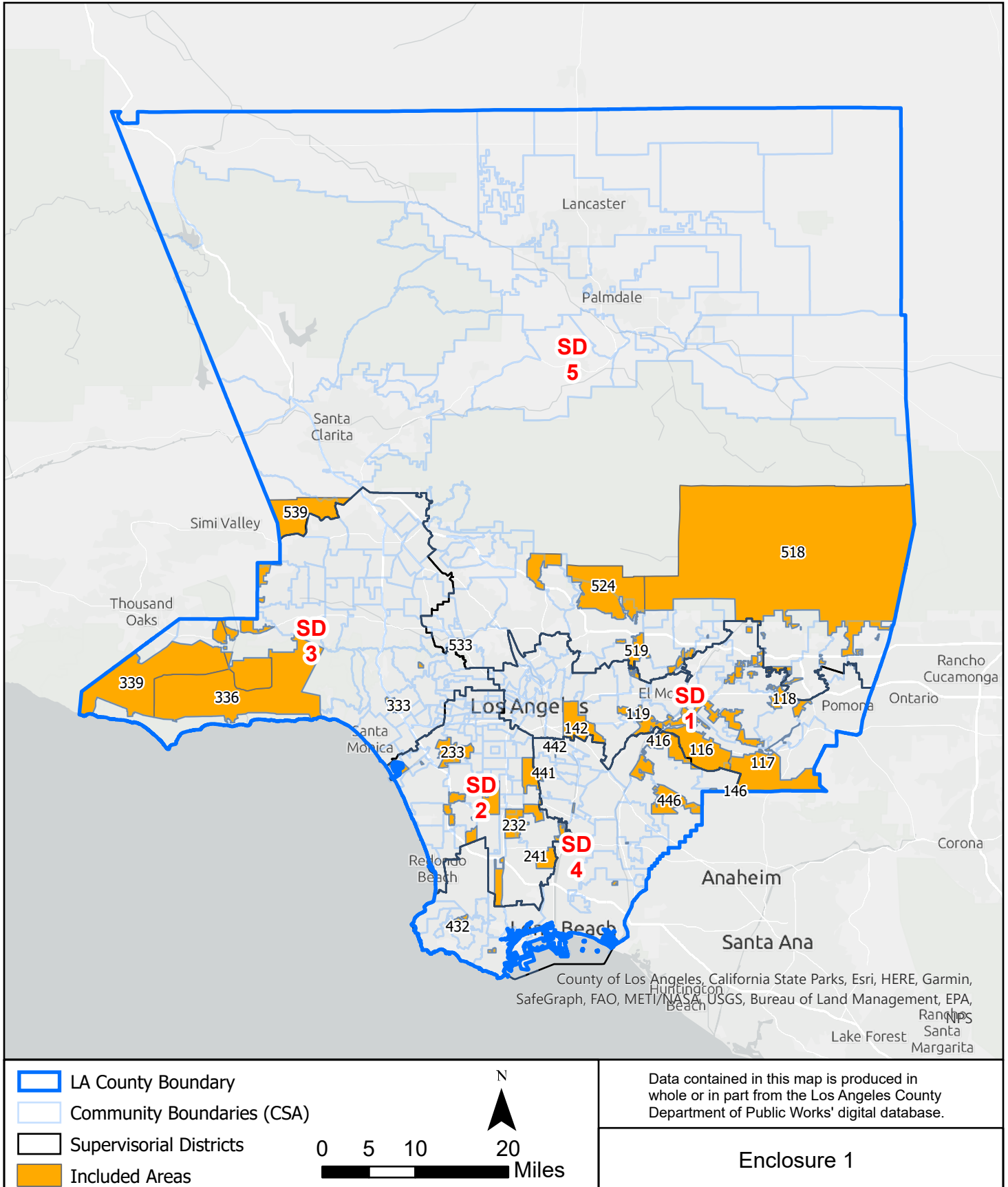
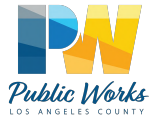
**JOB ORDER CONTRACT  
PAVEMENT PRESERVATION (RESURFACING)  
NORTH COUNTY**







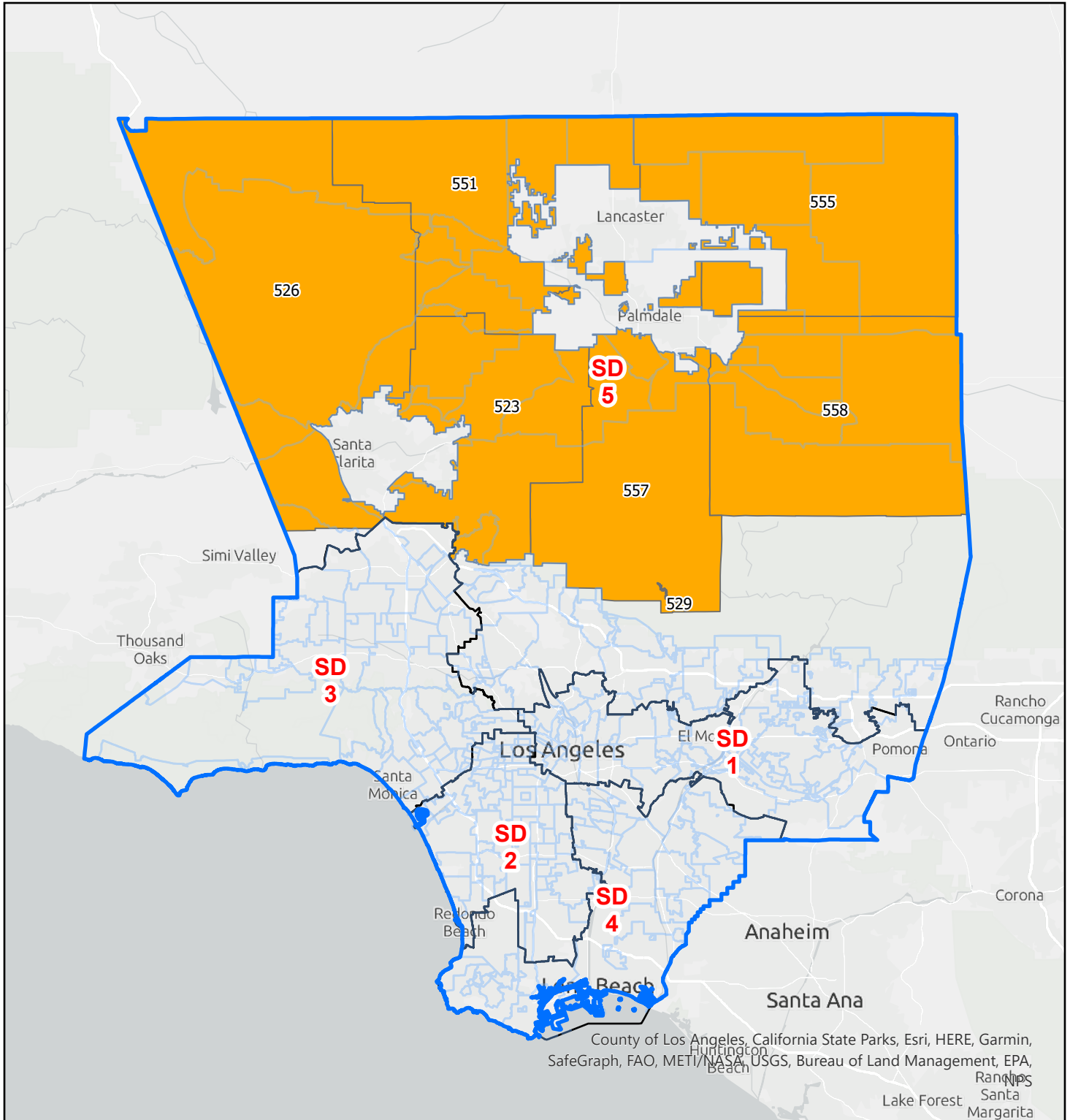
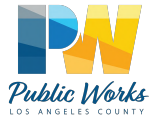
**JOB ORDER CONTRACT  
PAVEMENT PRESERVATION (RESURFACING)  
SOUTH COUNTY**



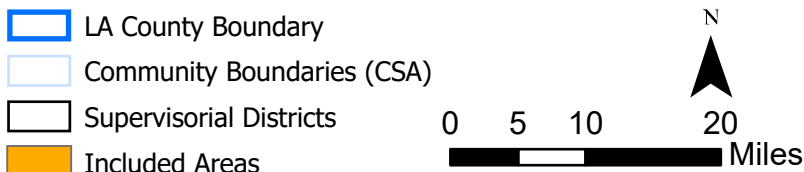




# JOB ORDER CONTRACT PAVEMENT RECONSTRUCTION (SUSTAINABLE) NORTH COUNTY



County of Los Angeles, California State Parks, Esri, HERE, Garmin, SafeGraph, FAO, METI/NASA, USGS, Bureau of Land Management, EPA, Rancho Santa Margarita



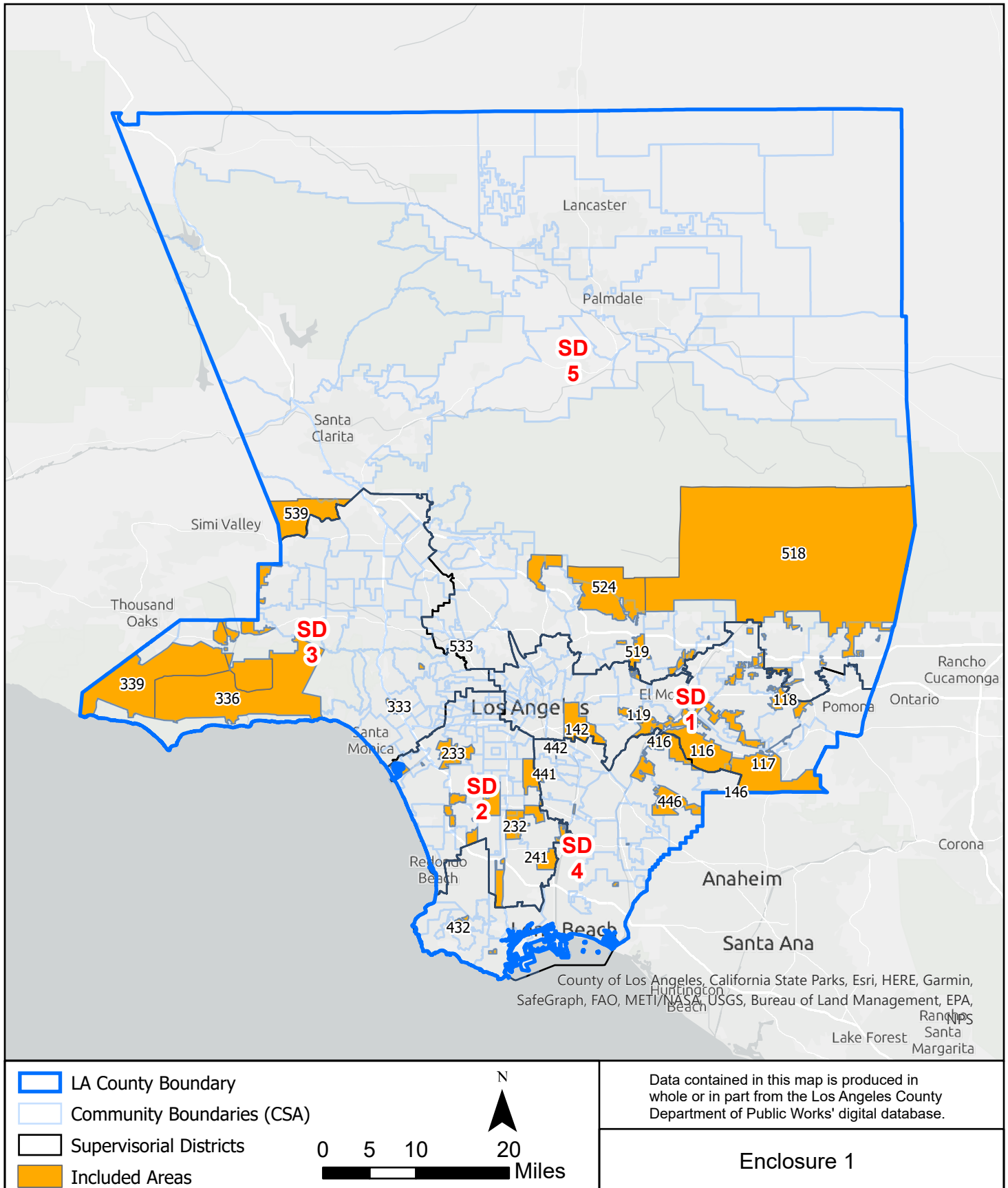
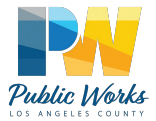
Data contained in this map is produced in whole or in part from the Los Angeles County Department of Public Works' digital database.

Enclosure 1





**JOB ORDER CONTRACT  
PAVEMENT RECONSTRUCTION (SUSTAINABLE)  
SOUTH COUNTY**







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

September 13, 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  
TRANSPORTATION CORE SERVICE AREA  
ADOPT, ADVERTISE, AND AWARD  
JOB ORDER CONTRACT NOS. 6740 THROUGH 6749  
PAVEMENT PRESERVATION (SEAL COATS), PAVEMENT PRESERVATION  
(RESURFACING), AND PAVEMENT RECONSTRUCTION (SUSTAINABLE)  
IN VARIOUS CITIES, UNINCORPORATED COMMUNITIES,  
AND FACILITIES COUNTYWIDE  
(ALL SUPERVISORIAL DISTRICTS)  
(3 VOTES)**

**SUBJECT**

Public Works is seeking Board approval to procure 10 separate Job Order Contracts for work involving pavement preservation, resurfacing, rehabilitation, and reconstruction of streets, highways, alleys, and access roads in various cities, unincorporated communities, and various facilities Countywide and Board approval of 25 pavement preservation and roadway improvement projects, which may be completed using Job Order Contracts.



**IT IS RECOMMENDED THAT THE BOARD:**

1. Find that the 25 proposed pavement preservation and roadway improvement projects are categorically exempt from the provisions of the California Environmental Quality Act and that the award of Job Order Contract Nos. 6740 through 6749 do not constitute projects under the California Environmental Quality Act for the reasons stated in this Board letter and in the record of the projects.
2. Adopt the Job Order Contract Unit Price Books and Specifications that are on file in Project Management Division III of Public Works for work involving pavement preservation, resurfacing, rehabilitation, and reconstruction of streets, highways, alleys, and access roads.
3. Delegate authority to the Director of Public Works or his designee to advertise and award 10 separate Job Order Contracts Nos. 6740 through 6749 to each of the lowest responsible bidders with responsive bids for a 12-month term. The Job Order Contracts are for a not-to-exceed amount of \$5,250,000 per contract.
4. Delegate authority to the Director of Public Works or his designee to determine whether the bid of the apparent responsible contractor with the lowest apparent responsive bid is, in fact, responsive and, if not responsive, to determine which apparent responsible contractor submitted the lowest responsive bid.
5. Delegate authority to the Director of Public Works or his designee to execute the Job Order Contracts in the form previously approved by County Counsel and to establish the effective date following receipt of approved Faithful Performance and Labor and Material Bonds and insurance certificate filed by the contractors.
6. Delegate to the Director of Public Works or his designee the following authority in connection with these contracts: (1) extend the date and time for the receipt of bids consistent with the requirements of State Public Contract Code, Section 4104.5; (2) allow substitution of subcontractors and relief of bidders upon demonstration of the grounds set forth in State Public Contract Code, Sections 4100 et seq., and 5100 et seq., respectively; (3) accept any project assigned by work order under these contracts upon the project's final completion; and (4) release retention money withheld consistent with the requirements of State Public Contract Code, Sections 7107 and 9203.



7. Authorize the Director of Public Works or his designee to issue work orders to the selected contractors in an aggregate per Job Order Contract amount not to exceed the maximum amount of each Job Order Contract for pavement preservation, resurfacing, rehabilitation, and reconstruction of streets, highways, alleys, and access roads for an aggregate total not to exceed \$52,500,000.
8. Approve each of the 25 proposed pavement preservation, resurfacing, and roadway improvement projects for an aggregate total cost estimate not to exceed \$46,683,000, including an aggregate construction cost estimate not to exceed \$35,267,000.
9. Authorize the Director of Public Works or his designee to use Job Order Contracts for the 25 proposed pavement preservation, resurfacing, and roadway improvement projects.

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

Approval of the recommended actions will find that the projects are exempt from the California Environmental Quality Act (CEQA) and allow Public Works to procure contractors through Job Order Contracts (JOC) to enhance Public Works' ability to effectively and efficiently perform pavement preservation, resurfacing, rehabilitation, and reconstruction with sustainable construction practices on existing streets, highways, alleys, and access roads to maintain the roadway pavement. The proposed JOCs will primarily be used on State-approved pavement projects that are being funded through the Road Maintenance and Rehabilitation Account (Senate Bill 1). The work will be performed in various unincorporated communities, as well as various city streets and County facilities Countywide in support of ongoing operations (Enclosure 1).

JOC is a flexible and cost-effective unit price contracting method for performing maintenance work. The State Public Contract Code allows JOCs to be valid for one year. This process reduces administrative requirements and lowers administrative costs while meeting State and County procurement requirements. Currently, Public Works has very limited ability to perform pavement preservation, resurface, rehabilitation, and reconstruction projects. The work itself is seasonal, requiring warm weather, very specialized equipment and training, and a dedicated staff. Therefore, Public Works proposes to utilize JOC as a cost-effective, streamlined method for completing pavement preservation, resurface, rehabilitation, and reconstruction projects.

Public Works recommends that the Board authorize Public Works to award the JOCs following bid review and determination of the lowest responsive and responsible bidders.



The 10 JOCs are for a not-to-exceed amount of \$5,250,000 each with an aggregate amount of \$52,500,000 (Enclosure 2).

Public Works also recommends that the Board approve each of the projects listed in Enclosure 3 and authorize Public Works to use JOCs to deliver these projects. These projects may be delivered using JOCs approved in this Board letter and others may be delivered using JOCs that have been previously approved by the Board or JOCs that may be Board-approved in the future.

The majority of these projects will be constructed in Fiscal Years 2022-23 and 2023-24.

### **Implementation of Strategic Plan Goals**

These recommendations support the County Strategic Plan: Strategy III.3, Pursue Operational Effectiveness, Fiscal Responsibility, and Accountability, and Objective III.3.2, Manage and Maximize County Assets by supporting ongoing efforts to manage and improve public infrastructure assets.

### **FISCAL IMPACT/FINANCING**

Projects that are authorized under JOCs 6740 through 6749 and the 25 listed projects (Enclosure 3) may be ordered for and subsequently funded by various funds administered by Public Works. The largest expenditure is anticipated to be derived from the Road Fund (B03 – Services and Supplies, Capital Assets-Infrastructure). Sufficient funds for each JOC work order will be made available in the appropriate fund prior to authorizing the work. For projects within cities, the costs will be collected through the provisions of the General Service Agreement.

The 10 JOCs are for a not-to-exceed amount of \$5,250,000 each with an aggregate amount of \$52,500,000.

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

These contracts will be advertised in accordance with Sections 20125 and 20392 of the State Public Contract Code.



The contract awards will comply with applicable Federal and State requirements and Board policies and mandates. The contract documents will require the contractor to comply with these same requirements, policies, and mandates. The construction contract will be in the form previously reviewed and approved as to form by County Counsel.

As required by the Board Policy No. 5.140, information such as defaulted contracts with the County, complaints filed with the Contractors State License Board, labor violations, and debarment actions will be considered before a contract is awarded.

The JOC Unit Price Books and Specifications include the contractual provisions, methods, and material requirements necessary for these contracts and are on file with Public Works.

The 25 listed projects will be carried out through Board-approved JOCs and/or JOCs, which may be subsequently approved by the Board. Public Works will use the Board approved Unit Price Books and Specifications, including the contractual provisions, methods, and material requirements necessary for these projects that are on file with Public Works.

Documents related to award of these contracts will be available at Los Angeles County Public Works, Project Management Division III, 900 South Fremont Avenue, 8th Floor, Alhambra, CA 91803.

### **ENVIRONMENTAL DOCUMENTATION**

The recommended actions to award these JOCs are not projects pursuant to CEQA because they are an organizational or administrative activity of government that will not result in direct or reasonably foreseeable indirect physical changes to the environment that are excluded from the definition of projects by Section 15061 (b) (3) of the CEQA Guidelines.

The 25 proposed projects are categorically exempt from CEQA. Each of these projects consists of work involving pavement preservation, resurfacing, rehabilitation, and reconstruction on existing streets, highways, alleys, and access roads to maintain the roadway pavement. Each of the projects falls under a class of projects that have been determined not to have a significant effect on the environment in that they meet the criteria set forth in Section 15301 (c) of the State CEQA Guidelines and Class 1 (x) of the County's Environmental Document Reporting Procedures and Guidelines, Appendix G.



The implementation of additional work orders under these JOCs will be subject to prior determination and documentation by Public Works that the work is exempt from CEQA. The type of work to be performed under these JOCs is generally anticipated to be exempt under Section 15301, Class 1, of the CEQA Guidelines, as well as Class 1 of the County Environmental Document Reporting Procedures. In the event the work under the work orders is not exempt, the Board will be requested to approve the appropriate environmental finding and documentation prior to implementation of work.

Upon the Board's approval of this action, Public Works will file a Notice of Exemption with the Registrar-Recorder/County Clerk in accordance with Section 15062 of the CEQA Guidelines.

### **CONTRACTING PROCESS**

These contracts will be contracted on an open-competitive bid basis.

An award by the Director of each JOC will be made upon review of the bids. Each JOC will be awarded to a responsible contractor who submits the lowest responsive bid meeting the criteria established by the Board and the State Public Contract Code.

Contract provisions require the contractors to comply with the Board-adopted Local and Targeted Worker Hire Policy.

To increase contractor awareness of Public Works' program to contract work out to the private sector, this project will be listed on both the County's "Doing Business with the County" and "Do Business with Public Works" websites for open bids:

<https://lacounty.gov/business/doing-business-with-la-county/>

<http://pw.lacounty.gov/general/contracts/opportunities>

Also, the contract solicitation will be advertised through web-based and social media platforms, including Twitter.

In addition, in order to increase opportunities for small businesses, Public Works will be coordinating with the Office of Small Business at the Department of Consumer and Business Affairs to maximize outreach, as well as offering preferences to Local Small Business Enterprises, Social Enterprises, and Disabled Veteran Business Enterprises in compliance with Los Angeles County Code, Chapters 2.204, 2.205, and 2.211.



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

The use of these contracts will expedite the completion of pavement preservation, resurfacing, rehabilitation, and reconstruction of streets, highways, alleys, and access roads throughout various cities and unincorporated communities in Los Angeles County. Work from these contracts will improve mobility and access for constituents while maintaining safety.

**CONCLUSION**

Please return an adopted copy of this letter to Public Works, Project Management Division III.

Respectfully submitted,

MARK PESTRELLA, PE  
Director of Public Works

MP:RLG:ja

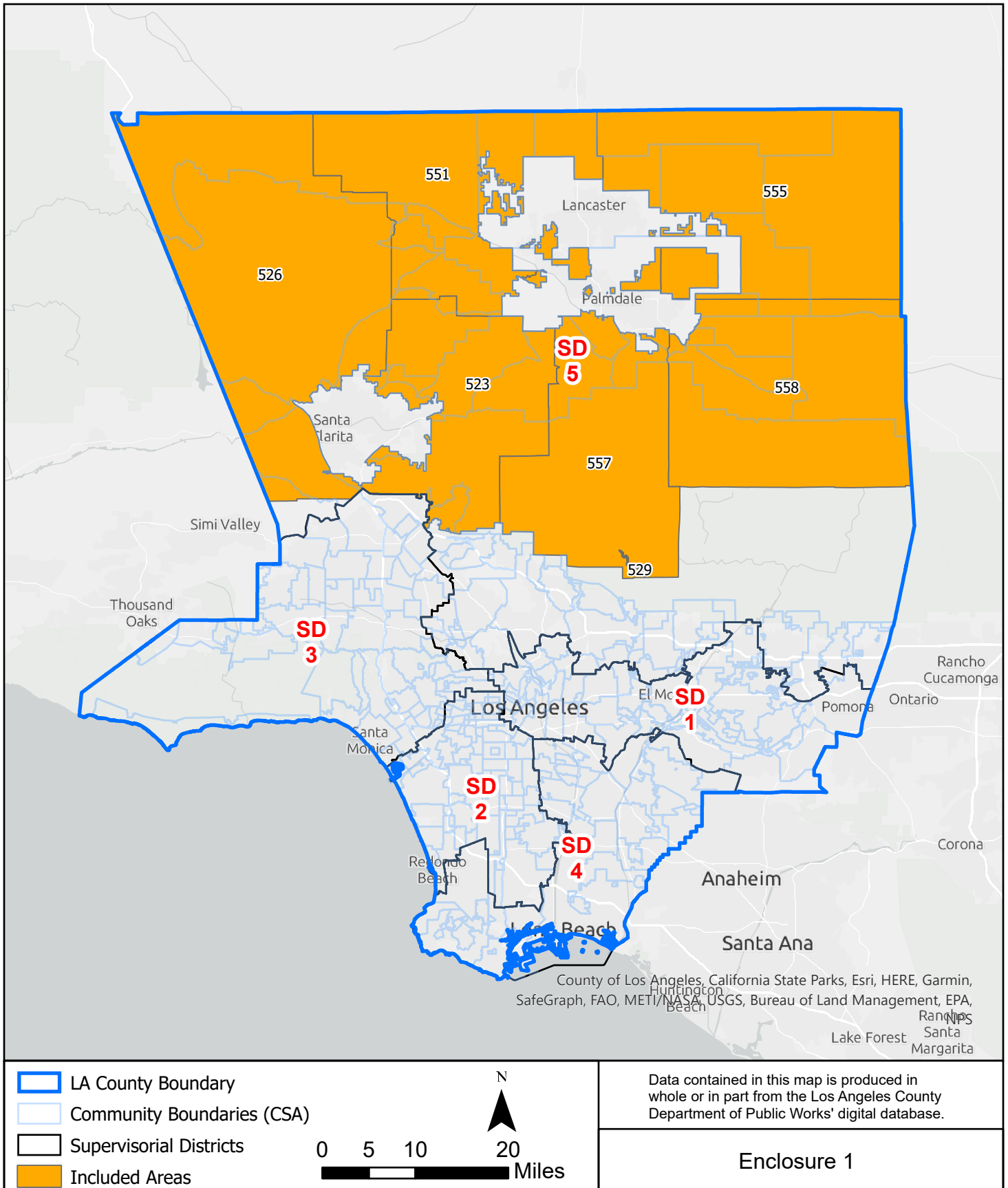
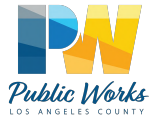
Enclosures

c: Chief Executive Office (Chia-Ann Yen)  
County Counsel  
Executive Office  
Internal Services Department (Countywide Contract Compliance)





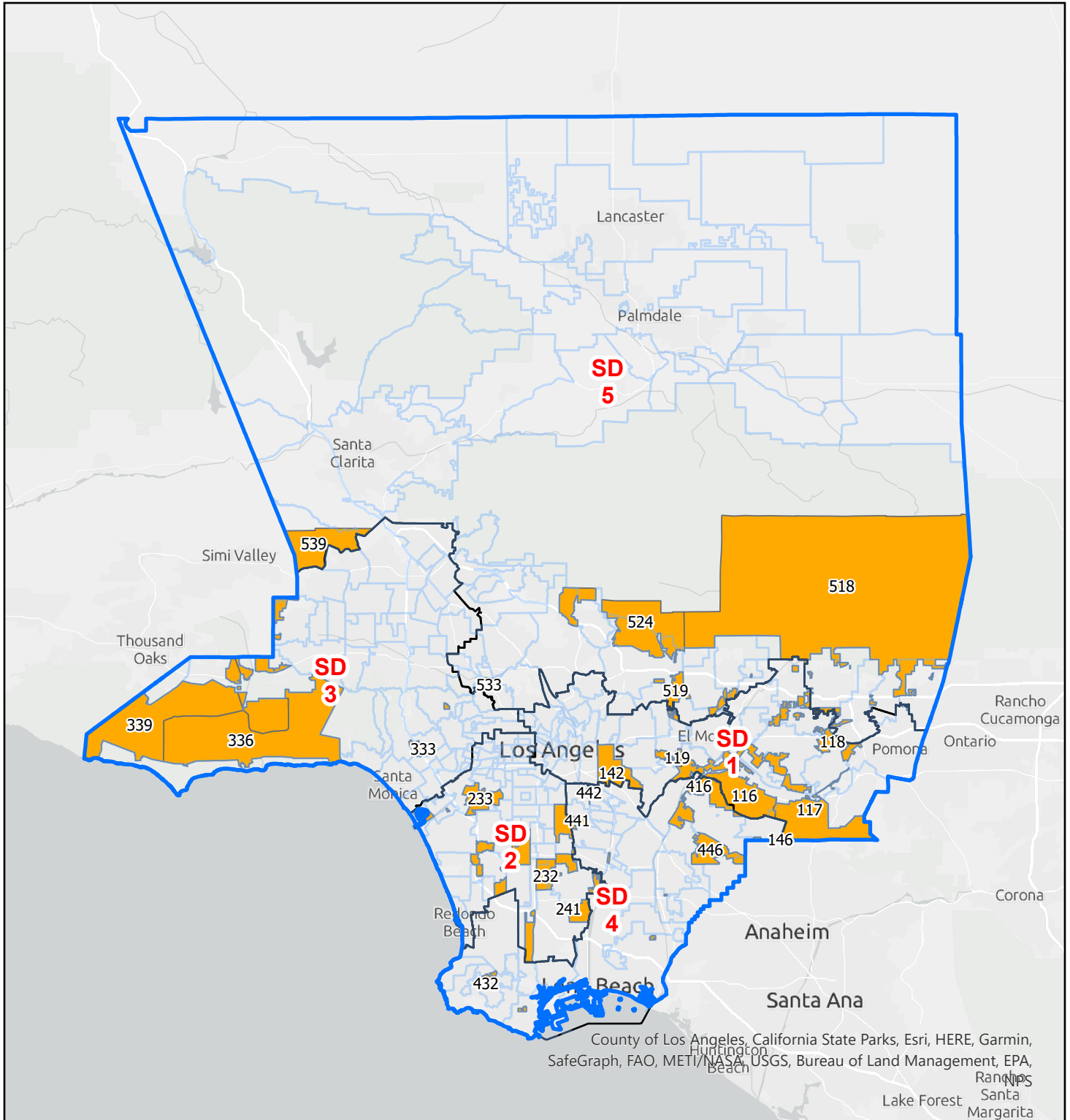
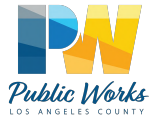
**JOB ORDER CONTRACT  
PAVEMENT PRESERVATION (SEAL COATS)  
NORTH COUNTY**



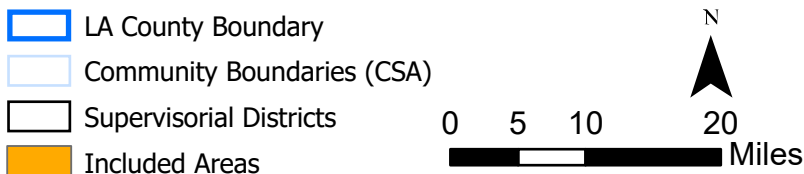




**JOB ORDER CONTRACT  
PAVEMENT PRESERVATION (SEAL COATS)  
SOUTH COUNTY**



County of Los Angeles, California State Parks, Esri, HERE, Garmin, SafeGraph, FAO, METI/NASA, USGS, Bureau of Land Management, EPA, Rancho Santa Margarita, Lake Forest, Santa Ana, Anaheim, Huntington Beach, Corona, Ontario, Pomona, Rancho Cucamonga



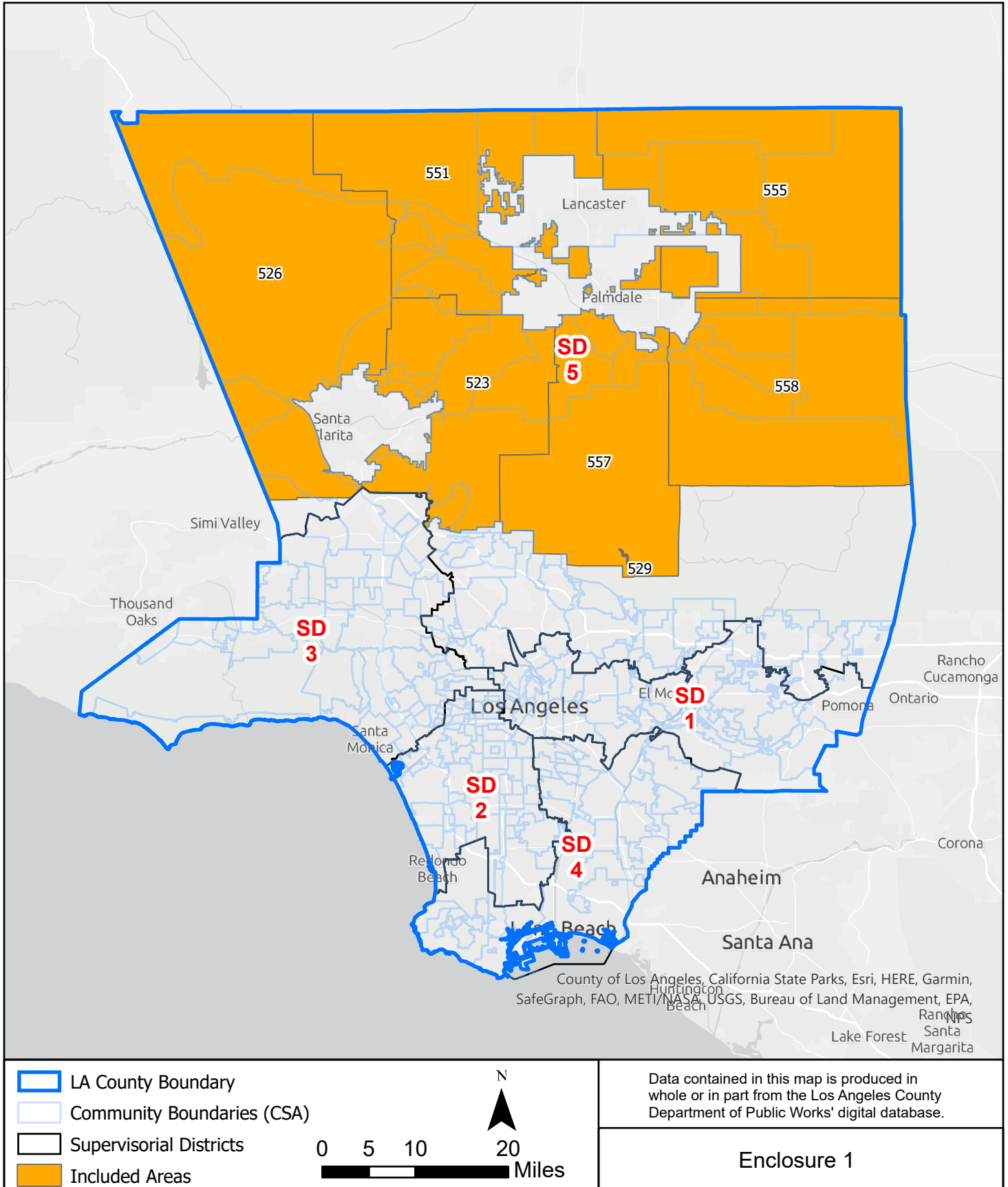
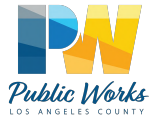
Data contained in this map is produced in whole or in part from the Los Angeles County Department of Public Works' digital database.

Enclosure 1





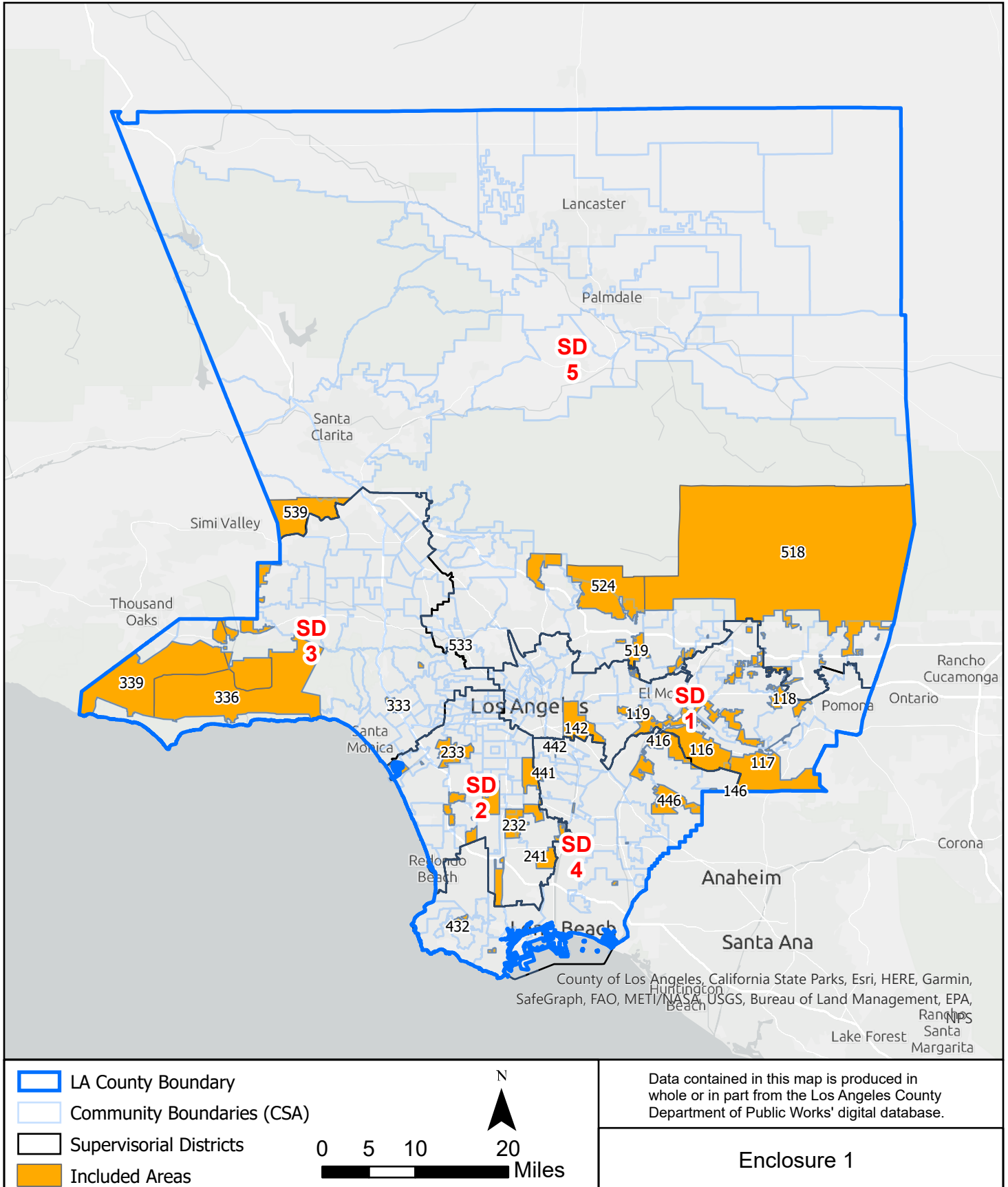
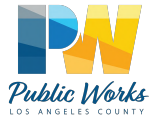
**JOB ORDER CONTRACT  
PAVEMENT PRESERVATION (RESURFACING)  
NORTH COUNTY**







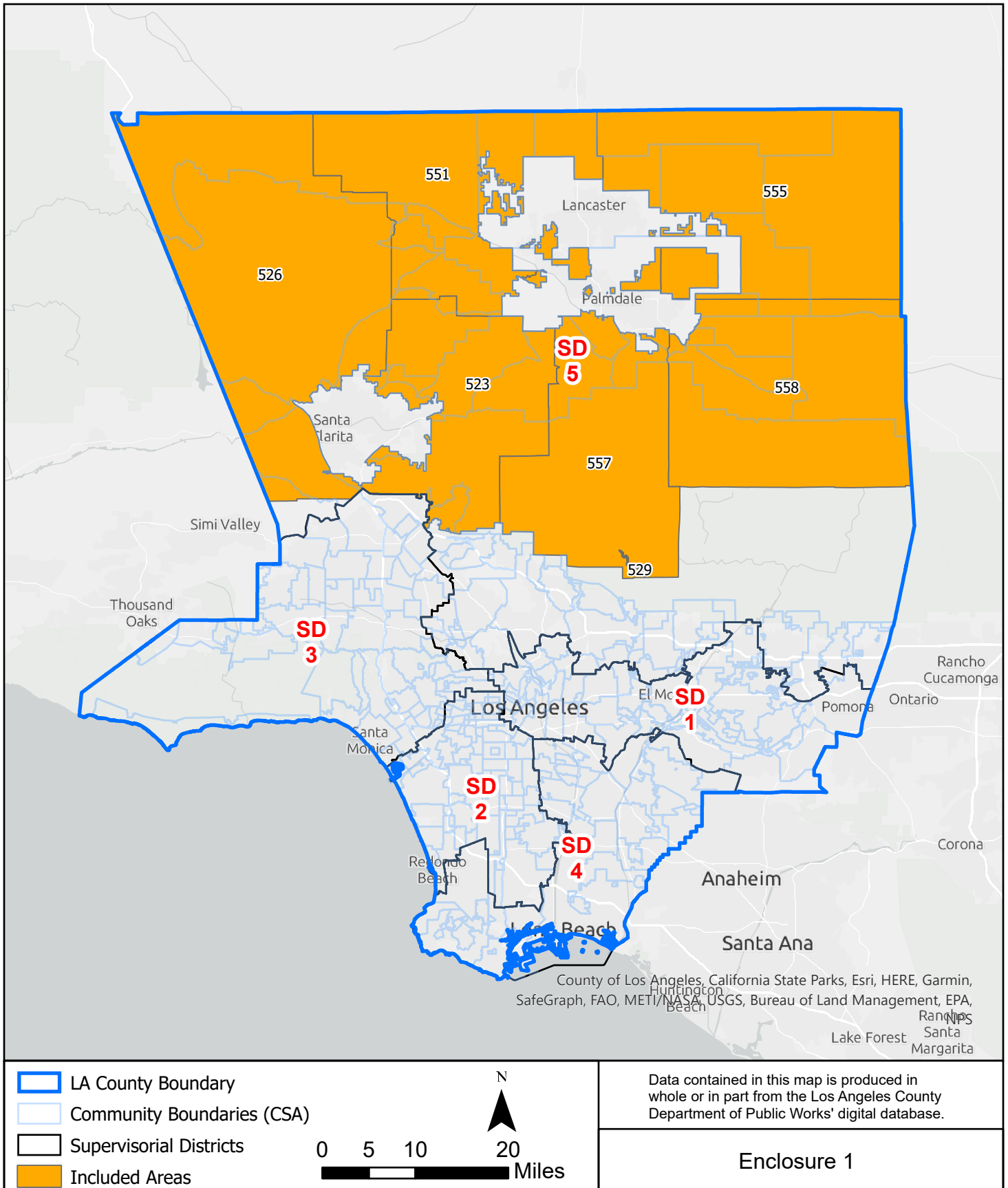
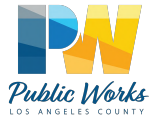
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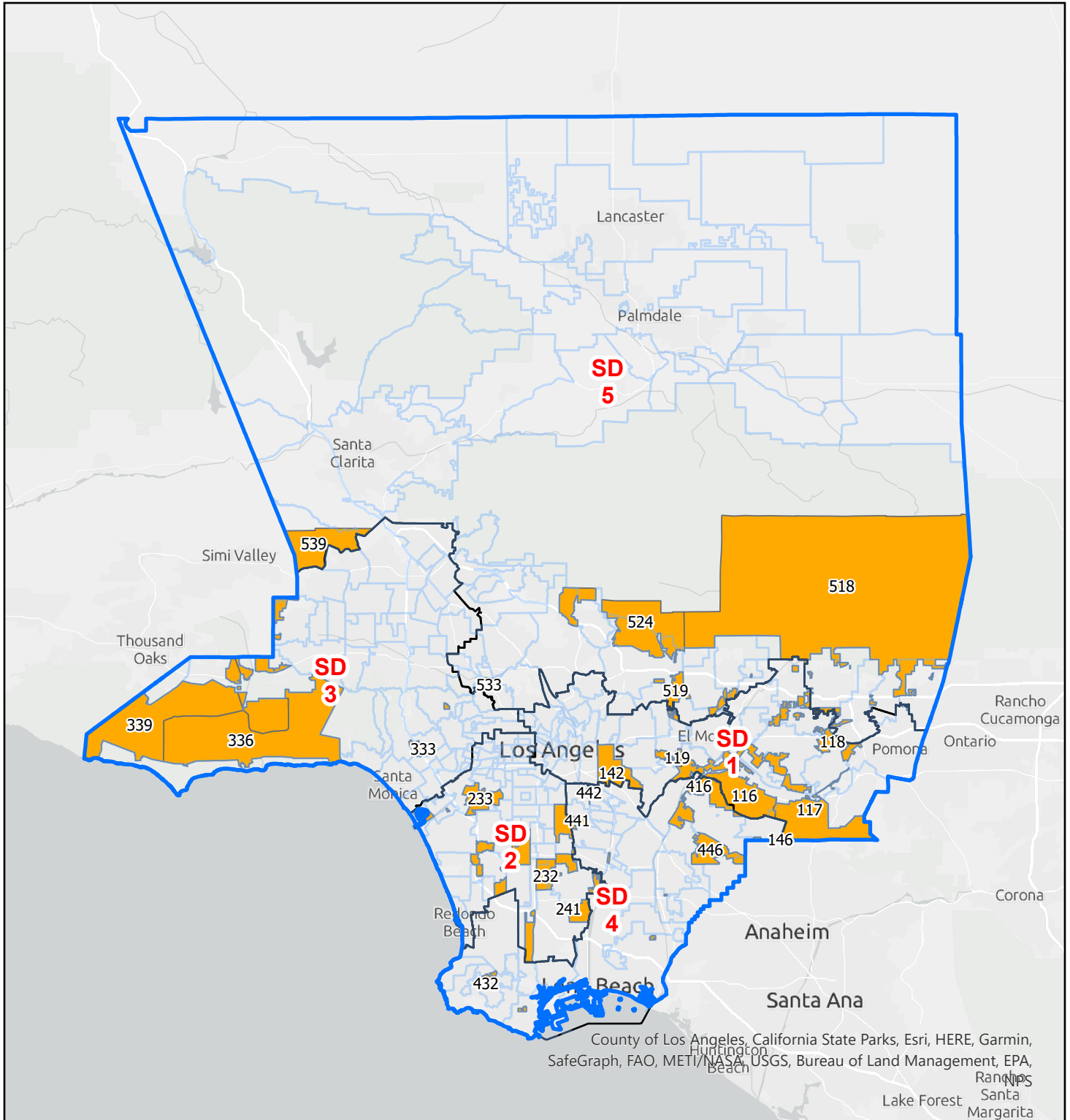
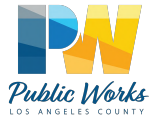
**JOB ORDER CONTRACT  
PAVEMENT RECONSTRUCTION (SUSTAINABLE)  
NORTH COUNTY**



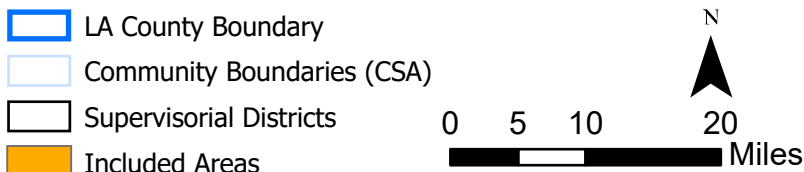




# JOB ORDER CONTRACT PAVEMENT RECONSTRUCTION (SUSTAINABLE) SOUTH COUNTY



County of Los Angeles, California State Parks, Esri, HERE, Garmin, SafeGraph, FAO, METI/NASA, USGS, Bureau of Land Management, EPA, Rancho Santa Margarita, Lake Forest, Santa Ana, Anaheim, Huntington Beach, Redondo Beach, Santa Monica, Los Angeles, Pomona, Ontario, Rancho Cucamonga, Corona, El Monte, 118, 119, 116, 117, 146, 446, 442, 441, 232, 241, 432, 333, 233, 142, 416, 519, 524, 518, 539, 336, 339, Santa Clarita, Simi Valley, Thousand Oaks, Palmdale, Lancaster.



Data contained in this map is produced in whole or in part from the Los Angeles County Department of Public Works' digital database.

Enclosure 1



**JOB ORDER CONTRACT NOS. 6740 THROUGH 6749  
PAVEMENT PRESERVATION (SEAL COATS), PAVEMENT PRESERVATION  
(RESURFACING), AND PAVEMENT RECONSTRUCTION (SUSTAINABLE)**

<b><u>Project ID No.</u></b>	<b><u>JOC</u></b>	<b><u>SD</u></b>	<b><u>Scope of Work</u></b>	<b><u>Amount</u></b>
RMDJOC6740	6740	5	Pavement Preservation (Seal Coats)	\$5,250,000
RMDJOC6741	6741	5	Pavement Preservation (Seal Coats)	\$5,250,000
RMDJOC6742	6742	5	Pavement Preservation (Resurfacing)	\$5,250,000
RMDJOC6743	6743	5	Pavement Preservation (Resurfacing)	\$5,250,000
RMDJOC6744	6744	5	Pavement Reconstruction (Sustainable)	\$5,250,000
RMDJOC6745	6745	1,2,3,4,5	Pavement Preservation (Seal Coats)	\$5,250,000
RMDJOC6746	6746	1,2,3,4,5	Pavement Preservation (Seal Coats)	\$5,250,000
RMDJOC6747	6747	1,2,3,4,5	Pavement Preservation (Resurfacing)	\$5,250,000
RMDJOC6748	6748	1,2,3,4,5	Pavement Preservation (Resurfacing)	\$5,250,000
RMDJOC6749	6749	1,2,3,4,5	Pavement Reconstruction (Sustainable)	\$5,250,000
<b>TOTAL:</b>				<b>\$52,500,000</b>

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LT:ja



**JOB ORDER CONTRACT NOS. 6740 THROUGH 6749**  
**PAVEMENT PRESERVATION (SEAL COATS), PAVEMENT PRESERVATION (RESURFACING),**  
**AND PAVEMENT RECONSTRUCTION (SUSTAINABLE)**

	PROJECT NAME	SUP. DISTRICT	TYPE OF PROJECT	ESTIMATED CONSTRUCTION COST	TOTAL PROJECT COST ESTIMATE
1	10th Street East, et al. (South Antelope Valley)	5	Roadway Improvement	\$1,467,000	\$2,148,000
2	110th Street West - Avenue F to Avenue J (Agua Dulce)	5	Resurface	\$1,217,000	\$1,583,000
3	121st Street East, et al. (Llano)	5	Pavement Preservation	\$1,263,000	\$1,642,000
4	83rd Street, et al. (Florence-Firestone)	2	Pavement Preservation	\$771,000	\$1,003,000
5	84th Street, et al. (Florence-Firestone)	2	Pavement Preservation	\$761,000	\$990,000
6	90th Street West - Avenue G to Avenue J (Del Sur)	5	Resurface	\$609,000	\$792,000
7	Amber Valley Drive, et al. (South Whittier)	4	Pavement Preservation	\$766,000	\$996,000
8	Avenue E – 90th Street West to 80th Street West (Del Sur)	5	Resurface	\$834,000	\$1,085,000
9	Avenue O - 120th Street East to 181st Street East (Agua Dulce)	5	Resurface	\$1,617,000	\$2,103,000
10	Avenue P - 20th Street East to 30th Street East (South Antelope Valley)	5	Resurface	\$714,000	\$929,000
11	Avenue R-8, et al. (Little Rock/Sun Village)	5	Pavement Preservation	\$3,827,000	\$4,976,000
12	Benbow Street, et al. (Covina Islands)	1	Pavement Preservation	\$945,000	\$1,229,000
13	Calamigos Road, et al. (Malibu)	3	Resurface	\$3,000,000	\$3,900,000
14	Chesebro Road - Pearblossom Highway to County boundary (Llano)	5	Resurface	\$794,000	\$1,033,000
15	Cornell Road (Agoura Hills)	3	Resurface	\$1,460,000	\$1,898,000
16	Crown Valley Road, et al. (Acton)	5	Pavement Preservation	\$2,489,000	\$3,236,000
17	Entrada Road, et al. (Topanga)	3	Resurface	\$1,500,000	\$1,950,000



**JOB ORDER CONTRACT NOS. 6740 THROUGH 6749  
PAVEMENT PRESERVATION (SEAL COATS), PAVEMENT PRESERVATION (RESURFACING),  
AND PAVEMENT RECONSTRUCTION (SUSTAINABLE)**

	PROJECT NAME	SUP. DISTRICT	TYPE OF PROJECT	ESTIMATED CONSTRUCTION COST	TOTAL PROJECT COST ESTIMATE
18	Johnson Road – Elizabeth Lake Road to Avenue J (Leona Valley)	5	Resurface	\$1,617,000	\$2,103,000
19	La Cienega Boulevard (Ladera Heights)	2	Resurface	\$1,212,000	\$1,576,000
20	Lago Lindo Road, et al. (South Antelope Valley)	5	Pavement Preservation	\$1,035,000	\$1,346,000
21	Prospect Avenue, et al. - Phase 2 (La Crescenta-Montrose)	5	Pavement Preservation	\$1,233,000	\$1,603,000
22	Sierra Highway - Pearblossom Highway to Avenue S (South Antelope Valley)	5	Resurface	\$1,389,000	\$1,806,000
23	Sierra Highway (Phase 4) - Center Street to Agua Dulce Canyon Road (Agua Dulce)	5	Roadway Improvement	\$1,700,000	\$2,489,000
24	Southridge Avenue, et al. (Windsor Hills)	2	Roadway Improvement	\$1,860,000	\$2,723,000
25	Stevenson Ranch Tract - Phase 4 (Stevenson Ranch)	5	Pavement Preservation	\$1,187,000	\$1,544,000
	TOTALS			\$35,267,000	\$46,683,000



# BOARD LETTER/MEMO CLUSTER FACT SHEET

☒ Board Letter

☐ Board Memo

☐ Other

<b>CLUSTER AGENDA REVIEW DATE</b>	8/31/2022		
<b>BOARD MEETING DATE</b>	9/13/2022		
<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 Public Works		
<b>SUBJECT</b>	DEVELOPMENT SERVICES CORE SERVICE AREA COOPERATIVE FINANCIAL AGREEMENT FOR THE INFRASTRUCTURE IMPROVEMENT DELEGATE AUTHORITY TO THE DIRECTOR OF PUBLIC WORKS TO EXECUTE A FUNDING AGREEMENT WITH VARIOUS CITIES (ALL SUPERVISORIAL DISTRICTS) (3 VOTES)		
<b>PROGRAM</b>	N/A		
<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:	\$75,000 per agreement	Funding source:
			Primarily funded with Road Fund (B03). Funding to finance future cooperative agreements will be requested through the annual budget process.
	TERMS (if applicable): Agreements are not to exceed \$75,000 per project per fiscal year		
	Explanation:		
<b>PURPOSE OF REQUEST</b>	To obtain delegated authority for the Director to execute cooperative agreements with cities.		
<b>BACKGROUND (include internal/external issues that may exist including any related motions)</b>	Cities regularly ask the County to participate in city projects along a city/County border where the city can easily perform minor improvements or perform needed maintenance in adjoining unincorporated County areas. Frequently, the County is not able to participate in such city's requests due to the significant time needed to complete and fully execute a cooperative agreement. Therefore, to enhance operational efficiency, Public Works requests delegated authority for the Director of Public Works or his designee to execute cooperative agreements with cities for minor improvements and/or the performance of needed maintenance in unincorporated County areas.		
<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, the improvements will make the County healthier, more livable, economically stronger, more equitable, and more resilient.		
<b>DEPARTMENTAL CONTACTS</b>	Name, Title, Phone # & Email: Rossana D'Antonio, Deputy Director, (626) 458-4004, <a href="mailto:rdanton@pw.lacounty.gov">rdanton@pw.lacounty.gov</a>		



September 13, 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  
COOPERATIVE FINANCIAL AGREEMENT FOR THE  
INFRASTRUCTURE IMPROVEMENT  
DELEGATE AUTHORITY TO THE DIRECTOR OF PUBLIC WORKS  
TO EXECUTE A FUNDING AGREEMENT WITH VARIOUS CITIES  
(ALL SUPERVISORIAL DISTRICTS)  
(3 VOTES)**

**SUBJECT**

Public Works is seeking Board approval to delegate authority to the Director of Public Works or his designee, to negotiate and enter into a cooperative financial agreement with various cities to finance the County's jurisdictional share of the infrastructure improvement work or maintenance within County unincorporated area when the improvement work or maintenance is performed by a city.

**IT IS RECOMMENDED THAT THE BOARD:**

1. Find that the delegation of authority to the Director of Public Works or his designee to enter into and execute a funding agreement with various cities are not a project under the California Environmental Quality Act for the reasons stated in this Board letter.
2. Delegate authority to the Director of Public Works or his designee to enter into and execute a funding agreement with various cities providing for the city to design, and subject to a finding of exemption under the California Environmental Quality Act, construct infrastructure improvement work within County jurisdiction and for the County to finance its jurisdictional share of the improvement project or maintenance cost up to an amount of \$75,000 including contingencies.



## **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 the Board to delegate authority to the Director of Public Works or his designee to execute cooperative agreements with various cities to provide financing for the County's jurisdictional share of the cost of infrastructure improvement work and/or maintenance in an amount not to exceed \$75,000 for each agreement.

Approval of the recommended actions will authorize Public Works to enter into cooperative financial agreement with various cities to improve or maintain infrastructure within the County's unincorporated areas. The cooperative agreements will provide for the cities to perform preliminary engineering, administration and construction of infrastructure work and/or maintenance of County infrastructure, and for the County to finance its jurisdictional share of such project costs in an amount not to exceed \$75,000. The cooperative agreements will be substantially similar in form to the enclosed agreement.

There are 88 cities within the County with eligible infrastructure improvement work or maintenance that may impact County borders. Cities regularly ask the County to participate in city projects along a city/County border where the city can easily perform minor improvements or perform needed maintenance in adjoining unincorporated County areas. Frequently, the County is not able to participate in such city's requests due to the significant time needed to complete and fully execute a cooperative agreement. Therefore, to enhance operational efficiency, Public Works requests delegated authority to execute cooperative agreements with cities for minor improvements and/or the performance of needed maintenance in unincorporated County areas in an amount not to exceed \$75,000 for each agreement rather than requiring Board approval for each individual agreement.

## **Implementation of Strategic Plan Goals**

These recommendations support the County Strategic Plan: Strategy II.3, Make Environmental Sustainability our Daily Reality and Strategy III.3, Pursue Operational Effectiveness, Fiscal Responsibility, and Accountability. The recommended actions allow the County to enhance travel conditions along its streets, highways, and corridors while maximizing and leveraging County resources so that residents in the cities and neighboring communities will benefit from improved road conditions and their quality of life will be improved.



### **FISCAL IMPACT/FINANCING**

The financial cooperative agreement between the County and various cities applies to situations where a city administers the design and construction work within its jurisdiction and administers design and construction work and/or performs maintenance services on County improvements within County jurisdiction and the County finances its jurisdictional share of the project cost in an amount that does not exceed \$75,000 per project including maintenance services or for maintenance services of a project.

Funding for the infrastructure improvement work and/or maintenance services will be made available in various Public Works Fiscal Year 2021-22 Fund Budgets but will primarily be funded with Road Fund (B03). Funding to finance future cooperative agreements will be requested through the annual budget process. When the need arises for services under these agreements, financing will be made from the appropriate Public Works administered fund.

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

Section 1710 of the California Streets and Highways Code allows for a city to construct and repair designated County highways or portions thereof within the unincorporated area of a County.

Sections 1685 and 1803 of the California Streets and Highways Code provide that the Board of Supervisors of any county may enter into contracts or agreements with the legislative body of any city for the purposes of more efficient construction or repair of streets and roads within the city. This proposal is also authorized and provided for by the provisions of Sections 6500 and 23004 et seq. of the Government Code.

The cooperative agreements will be approved as to form by County Counsel prior to execution.

The cooperative agreements provide for the cities to perform the preliminary engineering and administer construction of the infrastructure improvement work or maintenance of County infrastructure. The County will finance its jurisdictional share of the improvement work or maintenance of County infrastructure included in the city's project cost by depositing County funds into the city's account upon completion of the improvement or maintenance work. The County's actual cost will be based upon a final accounting after completion of the infrastructure improvement work or the performance of maintenance services within the County's jurisdiction.



## **ENVIRONMENTAL DOCUMENTATION**

The recommended actions are not subject to the 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)(4) and (5) of the State CEQA Guidelines. The proposed actions would create a government funding mechanism that does not involve any commitment to a specific project that may result in a potentially significant physical impact on the environment. 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 potentially significant environmental impact or direct or indirect changes to the environment. The Board's delegation of authority to the Director of Public Works or his designees to enter into and execute a funding agreement with various cities does not include approval of any work under the agreement. The future implementation of proposed work under each agreement 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 execution of the funding agreement.

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

The approval of these actions will benefit the County by securing infrastructure improvement and/or maintenance work performed and administered by the cities under the cooperative agreements and will ultimately improve the quality of life for the residents of the County by extending the service life of County infrastructure facilities, such as roadways, traffic signals, bridges, catch basins, improving vehicular mobility, and pedestrian traffic in the area. There will be no negative impact on current services.



The Honorable Board of Supervisors  
September 13, 2022  
Page 5

## **CONCLUSION**

Please return one adopted copy of this letter to Public Works, Community Services Group.

Respectfully submitted,

MARK PESTRELLA, PE  
Director of Public Works

MP:CB:ec

Enclosure

c: Chief Executive Office (Chia-Ann Yen)  
County Counsel (Rosa Linda Cruz)  
Executive Office

P:\CSGPUB\CITY\CITIES-UNINCAREAS\GATEWAYCIT\GENAGR\JURIS 9-13-2022 BL.DOCX



## **AGREEMENT**

THIS AGREEMENT (hereinafter referred to as AGREEMENT) is made and entered into by and between the CITY OF \_\_\_\_\_, a municipal corporation in the County of Los Angeles (hereinafter referred to as the CITY), and the COUNTY OF LOS ANGELES, a political subdivision of the State of California (hereinafter referred to as the COUNTY):

## **WITNESSETH**

WHEREAS, the CITY and the COUNTY propose to improve, or cause to be improved, rehabilitate, and repair the roadway infrastructures within their respective jurisdictions; and

WHEREAS, the work improvement location is on the Highway Element of the CITY's General Plan and on the COUNTY'S Highway Plan as identified on Exhibit A and the improvement work will be administered by the CITY; and

WHEREAS, the scope of work may include improvement work within the CITY's jurisdiction and minor work within COUNTY jurisdiction that is exempt under Section 15301, Class 1, of the California Environmental Quality Act Guidelines such as pavement improvement, reconstruction of sidewalks, curbs and gutters, driveways, cross gutters, upgrade curb ramps to current standards, catch basin relocation including connector pipes; traffic signal upgrades and loop restoration, installation of camera and pedestrian crossing control units; curb painting, pavement striping and marking, and the posting of traffic signs; parkway improvements, such as planting trees, tree root pruning, and stump removal; and general limited maintenance services including related maintenance improvements; and

WHEREAS the CITY and the COUNTY agree that the performance by the CITY of such a work or services in neighboring areas under the COUNTY jurisdiction is mutually beneficial to the CITY and the COUNTY; and

WHEREAS, the aforementioned work, which is included in a CITY-administered project named \_\_\_\_\_, may include identical or other scope of work on other street segments in the CITY'S jurisdiction that are not mentioned in this AGREEMENT; and

WHEREAS, all the aforementioned work located within the geographical boundaries of the CITY and the COUNTY, and categorically exempt from the provisions of the California Environmental Quality Act, is hereinafter referred to as the PROJECT; and

WHEREAS, the CITY is willing to perform or cause to be performed the preliminary engineering and final design, advertise the PROJECT for construction bids, construction inspection, materials testing, construction survey, and construction administration to complete the PROJECT; and



WHEREAS, the CITY and the COUNTY are each willing to finance their respective jurisdictional shares of the cost of the PROJECT within their jurisdictions provided that the COUNTY's jurisdictional share including contingencies is not to exceed a maximum amount of Seventy Five Thousand and 00/100 Dollars (\$75,000.00); and

WHEREAS, such a proposal is authorized and provided for by the provisions of Sections 6500 and 23004 et seq. of the Government Code and Sections 1685 and 1710 of the California Streets and Highways Code.

NOW, THEREFORE, in consideration of the mutual benefits to be derived by the CITY and the COUNTY and of the promises herein contained, it is hereby agreed as follows:

(1) CITY AGREES:

- a. To complete the design plans, advertise the PROJECT for construction bids and award, administer the construction contract, and to do all things necessary and proper to complete the PROJECT.
- b. To obtain the COUNTY's approval of plans for the PROJECT located within the COUNTY's jurisdiction prior to advertising for construction bids by either: (1) applying and obtaining relevant encroachment/excavation/construction permits for the PROJECT by accessing COUNTY's websites CSS ([lacounty.gov](http://lacounty.gov)) or <http://dpw.lacounty.gov/permits/> and/or (2) submitting a complete package for required permits to the Permit Counter of the Department of Public Works located at 900 South Fremont Avenue, Alhambra, California 91803. The COUNTY will issue a no fee permit to the CITY for those portions of the PROJECT to be constructed or performed within the COUNTY's jurisdiction.
- c. To construct those portions of the PROJECT within the COUNTY's jurisdiction.
- d. To obtain the COUNTY's approval for any material revisions to the plans and for any additional work that the CITY proposes to complete in the COUNTY's jurisdiction as part of the PROJECT.
- e. To act as the COUNTY's attorney-in-fact for the purpose of implementing the PROJECT within the COUNTY's jurisdiction and in all things necessary and proper to complete the PROJECT.
- f. To comply with all applicable Federal, State, and local laws, rules, and ordinances in the performance of this AGREEMENT.



- g. To be financially responsible for disposal and/or mitigation measures, if necessary, should any hazardous materials, chemicals, or contaminants be encountered during construction of the PROJECT within the CITY's jurisdiction.
- h. To provide the COUNTY a billing invoice requesting the COUNTY's jurisdictional funds following execution of this AGREEMENT and upon demand by the CITY and to provide a final accounting of expenditures, including an itemization of actual unit costs and actual quantities for the PROJECT, for the actual cost of the COUNTY's jurisdictional share of the cost of the PROJECT but in no event exceeding Seventy Five Thousand and 00/100 (\$75,000.00) including any contingencies and unforeseen situations. Said demand will consist of a billing invoice prepared by the CITY and delivered to the COUNTY.
- i. To ensure that the COUNTY, and all officers and employees of the COUNTY, are named as additional insured parties under the construction contractors' commercial general liability and automobile insurance policies.
- j. To ensure the construction contract provides the COUNTY with all indemnity provisions granted to the CITY. If the CITY requires the construction contract to name the CITY as an insured for the PROJECT, then the CITY will require that the COUNTY also be named as an insured party.
- k. To indemnify, defend, and hold the COUNTY and its officers, employees, agents and contractors, harmless from and against any claims, demands, liability, damages or costs arising from or caused by the breach of any of the CITY's obligations under this AGREEMENT or any of them, except to the extent that such claim, demand, liability, damage or cost arises from or is caused by the negligent or wrongful act or omission of the COUNTY or any of its officers, employees, agents, or contractors.

(2) COUNTY AGREES:

- a. Upon approval of plans to issue a no fee permit to the CITY or its contractor for the purpose of implementing the PROJECT within the COUNTY's jurisdiction and in all things necessary and proper to complete the portion of the PROJECT located within the COUNTY's jurisdiction.
- b. To deposit with the CITY, following execution of this AGREEMENT and upon demand by the CITY and the CITY's providing a final accounting of expenditures for the actual cost of the COUNTY's jurisdictional share of the PROJECT, payment of the actual cost of the COUNTY's jurisdictional share of the project but in no event exceeding Seventy Five Thousand and 00/100 (\$75,000.00) including any contingencies and unforeseen situations. Said



demand will consist of a billing invoice prepared by the CITY and delivered to the COUNTY.

- c. To be financially responsible for disposal and/or mitigation measures, if necessary, should any hazardous materials, chemicals, or contaminants be encountered in the portion of the PROJECT located in the COUNTY's jurisdiction during construction.
- d. Upon completion of the PROJECT, to maintain in good condition and at the COUNTY's expense, all improvements constructed as part of the PROJECT within the COUNTY's jurisdiction.

(3) IT IS MUTUALLY UNDERSTOOD AND AGREED AS FOLLOWS:

- a. The final accounting of the actual total cost of the PROJECT shall allocate said total cost between the CITY and the COUNTY based on the location of the improvements and/or work done. Thus, the cost of all work or improvements (including all engineering, administration, and all other costs incidental to the PROJECT work) located within the CITY'S jurisdiction shall be borne by the CITY. Such costs constitute the CITY'S jurisdictional share of the cost of the PROJECT. The cost of all work or improvements (including all engineering, administration, and all other costs incidental to the PROJECT work) located within the COUNTY'S jurisdiction shall be borne by the COUNTY. Such costs constitute the COUNTY'S jurisdictional share of the cost of the PROJECT.
- b. This AGREEMENT may be amended or modified only by mutual written consent of the CITY and the COUNTY. Amendments and modifications of a nonmaterial nature may be made by the mutual written consent of the parties' Directors of Public Works or their delegates.
- c. Each party shall have no financial obligation to the other party under this AGREEMENT, except as herein expressly provided.
- d. Any correspondence, communication, or contact concerning this AGREEMENT shall be directed to the following:

CITY: City Manager or Director of Public Works  
City Address

COUNTY: Mr. Mark Pestrella  
Director of Public Works  
County of Los Angeles  
Department of Public Works  
P.O. Box 1460  
Alhambra, CA 91802-1460



- e. Other than as provided below, neither the COUNTY nor any officer or employee of the COUNTY shall be responsible for any damage or liability occurring by reason of any acts or omissions on the part of the CITY under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of the CITY under this AGREEMENT. It is also understood and agreed that, pursuant to Government Code Section 895.4, the CITY shall fully indemnify, defend, and hold the COUNTY harmless from any liability imposed for injury (as defined by Government Code Section 810.8) occurring by reason of any acts or omissions on the part of the CITY under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of the CITY under this AGREEMENT.
- f. Neither the COUNTY nor any officer or employee of the COUNTY shall be responsible, directly or indirectly, for damage or liability arising from or attributable to the presence or alleged presence, transport, arrangement, or release of any hazardous materials, chemicals, or contaminants present at or stemming from the PROJECT within the CITY'S jurisdiction or arising from acts or omissions on the part of the CITY under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of the CITY under this AGREEMENT, including liability under the Comprehensive Environmental, Response, Compensation and Liability Act of 1980 (CERCLA) and under the California Health and Safety Code. It is understood and agreed pursuant to Government Code Section 895.4, the CITY shall fully indemnify, defend, and hold the COUNTY harmless from any such damage, liability or claim. In addition to being an agreement enforceable under the laws of the State of California, the foregoing indemnity is intended by the parties to be an agreement pursuant to 42 U.S.C. Section 9607(e), Section 107(e), of the amended CERCLA, and California Health and Safety Code Section 25364.
- g. Other than as provided below, neither CITY nor any officer or employee of the CITY shall be responsible for any damage or liability occurring by reason of any acts or omissions on the part of the COUNTY under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of the COUNTY under this AGREEMENT. It is also understood and agreed that, pursuant to Government Code Section 895.4, the COUNTY shall fully indemnify, defend, and hold the CITY harmless from any liability imposed for injury (as defined by Government Code Section 810.8) occurring by reason of any acts or omissions on the part of the COUNTY under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of the COUNTY under this AGREEMENT.
- h. Neither the CITY nor any officer or employee of the CITY shall be responsible, directly or indirectly, for damage or liability arising from or



attributable to the presence or alleged presence, transport, arrangement, or release of any hazardous materials, chemicals, or contaminants present at or stemming from the PROJECT that is not within the CITY'S jurisdiction or arising from acts or omissions on the part of the COUNTY under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of the COUNTY under this AGREEMENT, including liability under the CERCLA and under the California Health and Safety Code. It is understood and agreed pursuant to Government Code Section 895.4, the COUNTY shall fully indemnify, defend, and hold the CITY harmless from any such damage, liability or claim. In addition to being an agreement enforceable under the laws of the State of California, the foregoing indemnity is intended by the parties to be an agreement pursuant to 42 U.S.C. Section 9607(e), Section 107(e), of the amended CERCLA, and California Health and Safety Code Section 25364.

- i. In contemplation of the provisions of Section 895.2 of the Government Code of the State of California imposing certain tort liability jointly upon public entities solely by reason of such entities being parties to an agreement (as defined in Section 895 of said Code), each of the parties hereto, pursuant to the authorization contained in Sections 895.4 and 895.6 of said Code, will assume the full liability imposed upon it or any of its officers, agents, or employees by law for injury caused by any act or omission occurring in the performance of this AGREEMENT to the same extent that such liability would be imposed in the absence of Section 895.2 of said Code. To achieve the above-stated purpose, each of the parties indemnifies and holds harmless the other party for any liability, cost, or expense that may be imposed upon such other party solely by virtue of Section 895.2. The provisions of Section 2778 of the California Civil Code are made a part hereof as if incorporated herein.
- j. The provisions of this AGREEMENT shall supersede and control over any provisions inconsistent herewith in the Assumption of Liability Agreement \_\_\_\_\_ between the CITY and the COUNTY, adopted by the Board of Supervisors on \_\_\_\_\_, and currently in effect.
- k. That the City of \_\_\_\_\_ assigns to the Director of the County of Los Angeles Department of Public Works all of its right, title, and interest in any unlapsed portion of the one-year warranty granted to the City by the construction contractor performing the road improvement work. This assignment is effective following completion of the PROJECT.

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IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed by their respective duly authorized officers on the dates indicated below.

COUNTY OF LOS ANGELES

By \_\_\_\_\_  
Director of Public Works

Date: \_\_\_\_\_

APPROVED AS TO FORM:

DAWYN HARRISON  
Acting County Counsel

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

CITY OF \_\_\_\_\_

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

\_\_\_\_\_  
Date

ATTEST:

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

APPROVED AS TO FORM:

By \_\_\_\_\_  
City Attorney



# BOARD LETTER/MEMO CLUSTER FACT SHEET

☒ Board Letter

☐ Board Memo

☐ Other

<b>CLUSTER AGENDA REVIEW DATE</b>	8/31/2022		
<b>BOARD MEETING DATE</b>	9/13/2022		
<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>	Adoption of the Los Angeles County Zero Waste Plan		
<b>PROGRAM</b>	Zero Waste Plan		
<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>	N/A		
<b>COST &amp; FUNDING</b>	Total cost:	Funding source:	
	\$ N/A	Solid Waste Management Fund	
	TERMS (if applicable):		
	Explanation: Public Works' Solid Waste Management Fund will fund stakeholder outreach. Funds to finance approved initiatives and programs will be requested through the annual budget process.		
<b>PURPOSE OF REQUEST</b>	Adopt the Zero Waste Plan and direct Public Works to submit annual reports to the Board on the progress of implementation.		
<b>BACKGROUND (include internal/external issues that may exist including any related motions)</b>	Public Works has updated the Roadmap to a Sustainable Waste Management Future, first approved by the Board in 2014 to reflect new laws that have been passed on reducing greenhouse gas emissions, changes in recycling markets, and other drivers.		
<b>EQUITY INDEX OR LENS WAS UTILIZED</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please explain how: Document was revised based on feedback from stakeholders and revisions were made specifically to address equity and environmental justice.		
<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: Environmental Health and Sustainability – The Zero Waste Plan provides the general framework for the strategies and initiatives the County, cities, and other stakeholders can implement to maximize the recovery of products, materials, and energy from waste that would otherwise be disposed of at landfills.		
<b>DEPARTMENTAL CONTACTS</b>	Name, Title, Phone No. & Email: Coby Skye, Deputy Director, (626) 458-4016, cell (562) 212-9500, <a href="mailto:cskye@pw.lacounty.gov">cskye@pw.lacounty.gov</a>		

CS:kp

P:\SEC\KP\BL\ZERO WASTE PLAN CLUSTER FACT SHEET





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

September 13, 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  
ADOPTION OF THE LOS ANGELES COUNTY ZERO WASTE PLAN  
(ALL SUPERVISORIAL DISTRICTS)  
(3 VOTES)**

**SUBJECT**

Public Works is seeking Board approval to adopt the Los Angeles County Zero Waste Plan, which is an update to the Roadmap to a Sustainable Waste Management Future adopted by the Board on October 21, 2014. The purpose of the Zero Waste Plan is to lay out a framework of strategies and initiatives the County and cities can implement to decrease reliance on landfills; promote source reduction and reuse; and maximize the recovery of products, materials, and energy from waste that would otherwise be disposed. The Zero Waste Plan has been updated to address many significant developments impacting the waste management industry in California since the original Roadmap to a Sustainable Waste Management Future was adopted.

**IT IS RECOMMENDED THAT THE BOARD:**

1. Find that the recommended actions are not considered a project under Section 21065 of the Public Resources Code and Sections 15378(b)(5) and 15061(b)(3) of the California Environmental Quality Act Guidelines and are exempt under the California Environmental Quality Act for the reasons stated in this Board letter and in the records of the proposed activities.
2. Adopt the Los Angeles County Zero Waste Plan.



3. Direct Public Works, through stakeholder engagement, to develop implementation plans, as appropriate, for the initiatives within the Los Angeles County Zero Waste Plan.
4. Direct Public Works to submit annual reports to the Board on the progress of the implementation of the Zero Waste Plan and continue to include, as part of these annual reports, updates on conversion technologies in Los Angeles County and the removal of Elsmere Canyon Landfill from the Los Angeles County Countywide Siting Element until the revised Siting Element has been approved by the Board.

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

The recommended actions adopt the enclosed Los Angeles County Zero Waste Plan, direct Public Works to develop plans for implementation of the initiatives set forth in the Zero Waste Plan, find that these actions are not subject to the California Environmental Quality Act (CEQA) and are exempt from CEQA, and direct Public Works to submit annual reports to the Board on implementation progress.

Public Works updated the Roadmap to a Sustainable Waste Management Future (Roadmap), originally adopted by the Board in October 2014, to address many significant developments impacting the waste management industry in California. New State laws, such as Senate Bill (SB) 1383 mandating diversion of organic waste from landfill disposal, and the recycling crisis triggered by China's National Sword Policy that severely restricted imported recyclable materials have resulted in the need for the County to review and update our waste management priorities and waste diversion strategies.

The Zero Waste Plan contains initiatives organized across three focus areas (County Unincorporated Communities, Regional/Countywide, and at County Operations) under each strategy. The Zero Waste Plan recommends maintaining the following disposal reduction targets established in the Roadmap for County unincorporated communities: Diverting 80 percent of waste from landfill disposal by 2025, equivalent to disposing no more than 3 pounds per person per day; diverting 90 percent of waste from landfill disposal by 2035, equivalent to disposing no more than 1.5 pounds per person per day; and diverting 95 plus percent of waste from landfill disposal by 2045, equivalent to disposing no more than 0.75 pounds per person per day.

As part of this update, Public Works held community and stakeholder meetings to seek input from County residents, County departments, cities, the waste and recycling industry, environmental organizations, community-based organizations, and other stakeholders.



Also, the draft Zero Waste Plan was posted on Public Works' website for online commenting where we received numerous constructive comments that have been incorporated.

The Zero Waste Plan identifies the following three strategies:

1. Programs and Services: Develop, enhance, and expand high-quality responsive programs and services to provide for solid waste management needs while striving to reduce the amount of waste generated and disposed of at landfills.
2. Measuring Results: Establish standards and protocols for benchmarking, goal setting, monitoring, and evaluation to enhance the measurement of programs, services, facilities, equitable investments, and infrastructure. Focus on continuous improvement and encourage innovation to reduce, reuse, recycle, and rethink waste.
3. Facilities and Infrastructure: Identify the facility and infrastructure needs for each Focus Area. Encourage the development of state-of-the-art sustainable local waste management facilities and infrastructure in a fiscally, equitably, and environmentally responsible manner.

Upon the Board's approval of the recommended actions, Public Works will develop or expand community-centered sustainability programs to address the specific waste management challenges, needs, and goals of County communities through equitable stakeholder engagement. Public Works will partner with stakeholders on implementation plans to evaluate and determine the feasibility, costs, proposed funding, roles of stakeholders, and timelines for establishing new programs and enhancing existing programs connected to the various initiatives. Public Works is focused on educating County communities to be waste conscious and will continue to engage stakeholders throughout the implementation of the Zero Waste Plan.

It is recommended that Public Works submit an annual report to the Board on the progress of the implementation of the Zero Waste Plan. To continue providing a consolidated solid waste management status report that reduces the volume of individual reports related to waste reduction efforts, this annual report will include updates on the development of conversion technologies in Los Angeles County and on removal of Elsmere Canyon Landfill from the Los Angeles County Countywide Siting Element until the revised Siting Element has been approved by the Board.



### **Implementation of Strategic Plan Goals**

These recommendations support the County Strategic Plan: Goal II, Foster Vibrant and Resilient Communities; Strategy II.1, Drive Economic and Workforce Development in the County; Strategy II.2, Support the Wellness of our Communities; and Strategy II.3, Make Environmental Sustainability our Daily Reality.

Strategy II.2 and Strategy II.3 includes specific sub-strategies directly relating to the Zero Waste Plan, including Strategy II.2.3, Prioritize Environmental Health Oversight and Monitoring; and Strategy II.3.4, Reduce Waste Generation and Recycle and Reuse Waste Resources. The recommended actions improve the environmental, economic, and equitable well-being of our communities by promoting a net-zero waste goal to reduce the amount of waste generated, promote reuse, and divert the maximum amount of waste from landfill disposal.

In addition, the strategies identified in the Zero Waste Plan also align closely with other County plans and priorities, including the Los Angeles County General Plan 2035, Los Angeles County Sustainability Plan (OurCounty), and the Los Angeles County Community Climate Action Plan.

### **FISCAL IMPACT/FINANCING**

There will be no impact to the County General Fund.

The stakeholder outreach process will be led by Public Works using the existing waste reduction outreach budget, which is included in the Solid Waste Management Fiscal Year 2022-23 budget. The implementation plans for various programs pertaining to the Zero Waste Plan's initiatives will incorporate specific details on feasibility, costs, and proposed funding that will be submitted to the Board for approval. Funds to finance approved initiatives and programs will be requested through the annual budget process by Public Works and other County departments, as applicable.

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

The County strives to lead by example by developing creative and innovative waste diversion programs that are evaluated through a lens of equity to ensure that County residents have access to clean air and water and pollution-free communities regardless of their race, color, national origin, economic status, or where they reside in the County.



The County has been successful in addressing solid waste management needs of its residents and businesses. The County continues to provide Countywide waste reduction and diversion programs, including the Household Hazardous Waste Program, Smart Gardening Program, tire and mattress collection, and more. Los Angeles County Public Works administers solid waste collection contracts for County unincorporated area residents and businesses across more than 140 County unincorporated communities.

Since its adoption in 2014, the Roadmap has guided the County to continue to expand existing programs and infrastructure as well as develop new policies and programs. The County has enhanced our existing waste reduction and recycling programs, such as the Food Donation and Recovery Outreach Program, which diverts edible food to residents who are food insecure. The County is continuing to partner with the County Sanitation Districts of Los Angeles County to expand local organic waste processing infrastructure. Also, the County is implementing new policies to phase out products like straws, plastic food accessories, and other single-use plastics. Some policies, like extended producer responsibility for pharmaceuticals and sharps waste, were ultimately adopted at the State level, which greatly increases their effectiveness and reduces the financial burden to local governments to manage those materials.

The implementation of the Zero Waste Plan initiatives will assist the County and the 88 cities within the County in complying with State and local waste diversion mandates. The State has several environmental laws that significantly impact the current and future state of our waste management system. One very important law affecting organic waste and directly pertains to climate change is SB 1383 (2016), which established Statewide targets to reduce organic waste disposal 50 percent by the year 2020 and 75 percent by the year 2025, as well as to recover 20 percent of edible food that is currently being disposed for human consumption by the year 2025.

The Zero Waste Plan will help provide organic waste management guidance to the region including supporting new organic waste processing infrastructure necessary to comply with SB 1383 in support of meeting the State's ambitious climate goals. The County is currently administering organic waste management programs and developing new programs to divert organic waste from landfills by creating compost or using conversion technologies such as anaerobic digestion to convert organic materials into various products and renewable fuel. The implementation of these organic waste management programs on a large scale is anticipated to decrease the production of greenhouse gas emissions that cause global warming.

The County population of over ten million residents and thousands of businesses continues to dispose of nearly ten million tons of solid waste per year. Working



collaboratively with the waste management industry, the County unincorporated communities continue to comply with State disposal reduction mandates. The recommendations in the Zero Waste Plan will contribute toward a more sustainable waste management system.

The Zero Waste Plan has been reviewed and approved as to form by County Counsel.

### **ENVIRONMENTAL DOCUMENTATION**

The recommendations herein are not subject to CEQA because they involve activities that are excluded from the definition of a project by Section 21065 of the Public Resources Code and Section 15378(b)(5) of the State CEQA Guidelines. The proposed actions to adopt the Zero Waste Plan will approve priorities and strategies for waste management sustainability, provide a general framework for achieving those priorities and strategies, and direct Public Works to develop implementation plans and submit annual reports. As such, they are an organizational or administrative activity of government, which will not result in direct or indirect physical changes in the environment because they do not involve a sufficiently definite course of action to enable meaningful environmental review. Further, it can be seen with certainty that there is no possibility that their adoption may have a significant effect on the environment under Section 15061(b)(3) of the State CEQA Guidelines.

In the alternative, some of the activities recommended in the Zero Waste Plan are categorically exempt under Section 15306 of the State CEQA Guidelines and Class 6 of the County's Environmental Document Reporting Procedures and Guidelines, Appendix G, which exempt basic data collection, research, experimental management, and resource evaluation activities that do not result in a serious or major disturbance to an environmental resource for information gathering purposes or as part of a study leading to an action, which a public agency has not yet approved, adopted, or funded. In addition, with respect to the categorically exempt activities, based on the records of the proposed project, it will comply with all applicable regulations; the project is not located in a sensitive environment; 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 project may cause a substantial adverse change in the significance of a historic resource that would make the exemptions inapplicable.

To the extent that the initiatives and recommendations described in the Zero Waste Plan require returning to the Board with specific projects and implementation plans once they



The Honorable Board of Supervisors  
September 13, 2022  
Page 7

are developed in more detail, we will recommend appropriate environmental findings for the Board's approval or adoption at that time.

**IMPACT ON CURRENT SERVICES**

There will be no negative impact to current County services or projects as a result of this action.

**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:EKT:kp

Enclosure

c: Chief Executive Office (Chia-Ann Yen)  
County Counsel  
Executive Office



September 13, 2022

**ENCLOSURE**

**ENVIRONMENTAL SERVICES CORE SERVICE AREA  
ADOPTION OF THE LOS ANGELES COUNTY ZERO WASTE PLAN  
(ALL SUPERVISORIAL DISTRICTS)  
(3 VOTES)**

This Board letter has large enclosures.  
Click on link below to access:

[09-13-2022 Zero Waste Plan \(Large Enc - FTP Link\) \(Rev\)](#)



# BOARD LETTER/MEMO CLUSTER FACT SHEET

☒ Board Letter

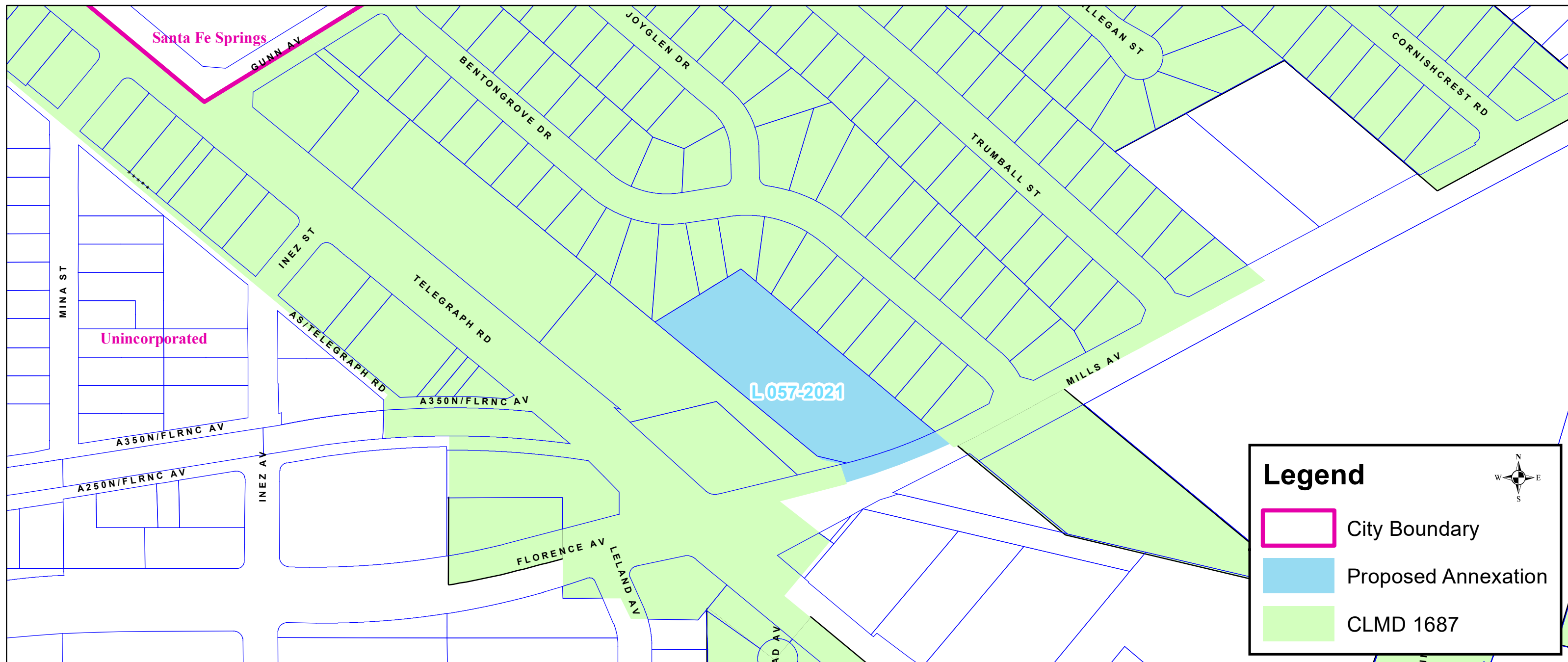
☐ Board Memo

☐ Other

<b>CLUSTER AGENDA REVIEW DATE</b>	8/31/2022	
<b>BOARD MEETING DATE</b>	9/13/2022	
<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 checked="" type="checkbox"/> 5 <sup>th</sup>	
<b>DEPARTMENT(S)</b>	Public Works	
<b>SUBJECT</b>	Annexation and Levying of Assessments for County Lighting Districts and Negotiated Exchange of Property Tax Revenues for Approved Tentative Subdivision and Single-lot Projects	
<b>PROGRAM</b>	County Street Lighting Districts	
<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>	November 15, 2022, Public Hearing (To provide sufficient time to complete remaining tasks to receive revenues from the benefiting parcels in FY 2023-24)	
<b>COST &amp; FUNDING</b>	Total cost: \$36,354	Funding source: County Lighting Maintenance District 1687 (Fund F46)
	TERMS (if applicable):	
	Explanation: The estimated annual cost for the operation and maintenance of streetlights in the annexed territories is \$36,354. Sufficient funding will be included in the Fiscal Year 2023-24 Budget.	
<b>PURPOSE OF REQUEST</b>	The proposed annexation of the territories to the County Lighting Districts will provide funding for the operation and maintenance of new and existing streetlights.	
<b>BACKGROUND (include internal/external issues that may exist including any related motions)</b>	<ul style="list-style-type: none"> <li>Public Works administers County Lighting Districts serving the unincorporated area. The County Code requires the annexation and installation of a street lighting system by a developer as a condition of development.</li> <li>The proposed annexation and levy of assessments, as well as exchange of property tax with other taxing agencies will provide funding for the operation and maintenance of streetlights.</li> <li>Proposition 218 assessment ballots and notices of the public hearing will be mailed to the affected property owners 45 days in advance of the November 15, 2022, public hearing.</li> <li>Provided there is no majority protest, the Board may approve the annexation and levying of assessments in Fiscal Year 2023-24 upon conclusion of the public hearing.</li> </ul>	
<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: Approval of the annexations provides the funding necessary for the operation and maintenance of new and existing streetlights.	
<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>	

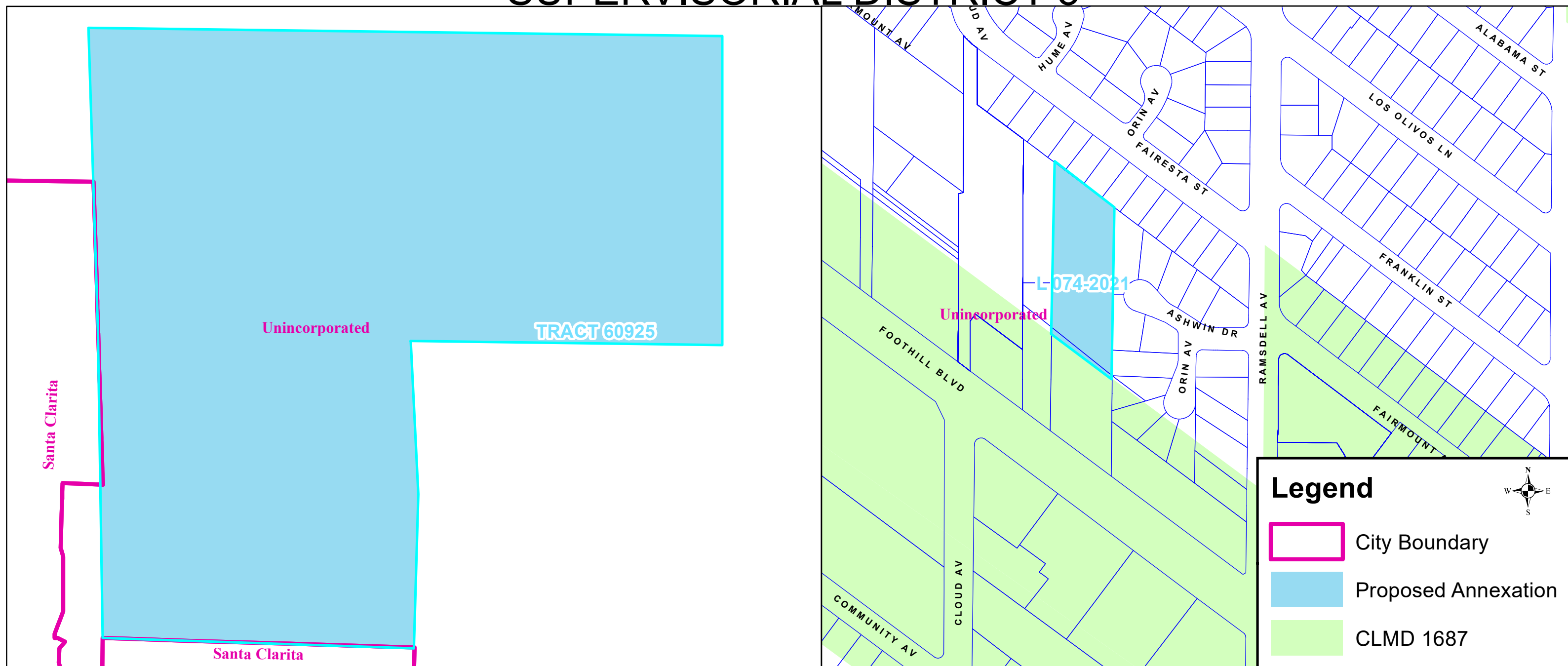


## PROPOSED ANNEXATION TO COUNTY LIGHTING DISTRICTS SUPERVISORIAL DISTRICT 4





## PROPOSED ANNEXATION TO COUNTY LIGHTING DISTRICTS SUPERVISORIAL DISTRICT 5







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:

September 13, 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:

**TRANSPORTATION CORE SERVICE AREA  
ANNEXATION AND LEVYING OF ASSESSMENTS FOR COUNTY LIGHTING  
DISTRICTS AND NEGOTIATED EXCHANGE OF PROPERTY TAX REVENUES FOR  
APPROVED TENTATIVE SUBDIVISION AND SINGLE-LOT TERRITORIES  
IN THE UNINCORPORATED AREAS OF  
SOUTH WHITTIER, LA CRESCENTA, AND CANYON COUNTRY  
(SUPERVISORIAL DISTRICTS 4 AND 5)  
(3 VOTES)**

**SUBJECT**

Public Works is seeking Board approval and authorization to annex an approved tentative subdivision project known as Tract No. 60259 and single-lot projects known as L057-2021 and L074-2021 located in the unincorporated areas of South Whittier, La Crescenta, and Canyon Country to County Lighting Maintenance District 1687 and County Lighting District Landscaping and Lighting Act-1, Unincorporated Zone; order the levying of assessments for street lighting purposes; and approve the negotiated exchange of property tax revenues among those nonexempt taxing agencies whose service areas are subject to the jurisdictional changes.

**IT IS RECOMMENDED THAT THE BOARD:**

1. Find that the proposed project is categorically exempt from the provisions of the California Environmental Quality Act for the reasons stated in this letter and record of the action.



2. Adopt the Resolution of Intention to Annex Approved Tentative Subdivision and Single-lot Territories to County Lighting Maintenance District 1687 and County Lighting District Landscaping and Lighting Act-1, Unincorporated Zone, and order the levying of assessments within the annexed territories for Fiscal Year 2023-24 whose areas and boundaries are identified on the diagram included in the resolution.
3. Set a date for a public hearing regarding the proposed annexation of territories and levying of annual assessments based on Fiscal Year 2022-23 Annual Engineer's Report which establishes assessments based on land use type for all zones within County Lighting District Landscaping and Lighting Act-1 for street lighting purposes with an annual base assessment rate for a single-family residence of \$5 for the Unincorporated Zone.
4. Instruct the Executive Officer of the Board to cause notice of the public hearing by mail at least 45 days prior to the scheduled public hearing date of November 15, 2022, pursuant to Section 53753 of the California Government Code. The mailed notice will include assessment ballots.

**AFTER THE PUBLIC HEARING, IT IS RECOMMENDED THAT THE BOARD:**

1. Find that the annexations and assessments are for the purposes of meeting operating expenses; purchasing supplies, equipment, or materials; meeting financial reserve needs and requirements; and obtaining funds for capital projects, including the operation and maintenance of streetlights necessary to maintain service within the proposed annexation territories.
2. Order the tabulation of assessment ballots submitted and not withdrawn in support of or in opposition to the proposed assessments.
3. Determine whether a majority protest exists against each proposed annexation or assessment.
4. Make a finding terminating the annexation, levying of assessments, and property tax transfer proceedings in those subdivision and single-lot territories where the proposed annexation and levying of assessments have been rejected, if any, as a result of a majority protest and refer the matter back to Public Works.
5. If there is no majority protest against the proposed annexation or assessment:



- a. Adopt the Resolution Ordering Annexation of Approved Tentative Subdivision and Single-Lot Territories to County Lighting Maintenance District 1687 and County Lighting District Landscaping and Lighting Act-1, Unincorporated Zone, confirming a Diagram and Assessment and Levying of Assessments within the Annexed Territories for Fiscal Year 2023-24, either as proposed or as modified by the Board. The annexations, levy of assessments, and the exchange of property tax revenues shall not become effective unless the legal descriptions for the annexed territories are approved as to definiteness and certainty by the Assessor. The adoption of the resolution ordering annexation shall constitute the levying of assessments in Fiscal Year 2023-24.
- b. Adopt the joint resolutions between the Board and other taxing agencies approving and accepting the negotiated exchange of property tax revenues resulting from the annexation of subdivision and single-lot territories to County Lighting Maintenance District 1687, as approved by the nonexempt taxing agencies.

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

Approval of the recommended actions will find that the project is exempt from the California Environmental Quality Act Guidelines (CEQA) and allow the Board to: (1) annex specified tentative subdivision and single-lot territories known as Tract 60259, L 057-2021, and L 074-2021 to County Lighting Maintenance District (CLMD) 1687, and County Lighting District (CLD) Landscaping and Lighting Act-1 (LLA-1), Unincorporated Zone (collectively, County Lighting Districts); (2) levy assessments in Fiscal Year 2023-24 on each lot or parcel lying within the proposed annexation territories based on land use categories that designate usage units on the basis of benefits received; and (3) approve the exchange of property tax revenue between CLMD 1687 and other nonexempt taxing entities whose service areas are subject to the jurisdictional changes.

The proposed annexations, levy of assessments, and exchange of property tax revenues are required to provide the necessary funding for the operation and maintenance of new and existing streetlights. The proposed assessment rates for the one subdivision and two single-lot developments will be an annual assessment of \$5 per single-family residence within the Unincorporated Zone with proportionately higher rates for other land uses.

### **Implementation of Strategic Plan Goals**

The County Strategic Plan directs the provisions of Strategy II.2, Support the Wellness of our Communities and Strategy III.3, Pursue Operational Effectiveness, Fiscal



Responsibility, and Accountability. Annexation of territories to the County Lighting Districts will allow for the installation of streetlights and continued operation of existing streetlights in these communities and provide funding for their operation and maintenance. Maintaining lighting services provides for the convenience and safety of the motoring public, as well as the safety and security of people and property, which improves the quality of life in the County.

### **FISCAL IMPACT/FINANCING**

The estimated annual costs for operation and maintenance of the streetlights within the annexed territories is \$36,354 for CLMD 1687 (Fund F46). Sufficient funding will be included in the Fund F46 Fiscal Year 2023-24 Budget.

In subsequent years, the ongoing operation and maintenance costs within the annexed territories will be funded by the CLMDs share of ad valorem property taxes supplemented by assessments annually approved by the Board from property owners within these annexed territories. Adoption of the Joint Resolutions will result in a minimal property tax growth transfer from the affected taxing entities, including those taxing entities governed by the Board: The County General Fund, the County of Los Angeles Public Library, Los Angeles County Road Maintenance Districts 4 and 5, Los Angeles County Flood Control Drainage Improvement Maintenance District, Los Angeles County Flood Control District, and the Consolidated Fire Protection District of Los Angeles County.

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

The County Code and applicable subdivision planning and zoning ordinances require the installation of a street lighting system by a subdivider as a condition of development. The one subdivision and two single-lot developments must comply with the terms of these ordinances and provide street lighting as a condition of development. The purpose of the recommended action is to annex the territories into the County Lighting Districts to comply with these ordinances and the California Streets and Highways Code Sections 5821.3 and 22608.2.

The Landscaping and Lighting Act of 1972 (California Streets and Highways Code Section 22573) provides for the assessment of street lighting costs against the benefited properties within CLD LLA-1 by any formula or method that fairly distributes the costs among all assessable lots or parcels in proportion to the estimated benefits to be received by each lot or parcel. A method of distributing the street lighting costs based on land use was approved by the Board on May 22, 1979, and amended on July 22, 1997, to include government-owned or -leased parcels. The same distribution method was used to



compute the Fiscal Year 2022-23 base assessment rates for each zone within CLD LLA-1 as shown in the Fiscal Year 2022-23 Annual Engineer's Report on file with Public Works.

The procedures for levying of assessments previously authorized by the Board under California Government Code Section 53753, including the distribution, receipt, and tabulation of ballots at a public hearing are required and will be followed for each subdivision and single-lot annexation project. The assessments are subject to the results of ballot tabulation at the conclusion of the public hearing. Failure to annex a territory, levy assessments, and collect property tax revenues will result in the inability to operate and maintain the streetlights as part of the County administered street lighting districts and will result in the final subdivision map not being allowed to record with the office of the Register-Recorder/County Clerk. The assessments will not be levied if the weighted majority of ballots returned are opposed to the assessment.

The enclosed Resolution of Intention to Annex Approved Tentative Subdivision and Single-lot Territories (Enclosure A) must be adopted to set a date for the required public hearing. The Board, at the close of the public hearing, may delay its determination regarding the annexations and levying of assessments until a later date, continue the public hearing to receive further testimony, or make a determination regarding the annexations and/or assessments. The approval of the enclosed Resolution Ordering Annexation of Approved Tentative Subdivision and Single-lot Territories (Enclosure B), the levying of assessments, and exchange of property tax revenues are required to provide the necessary funding for the operation and maintenance of the streetlights in the annexed territories.

The California Revenue and Taxation Code Section 99 et seq. provides that affected agencies must approve and accept the negotiated exchange of property tax revenues by resolution. The Joint Resolutions approving and accepting the negotiated exchange of property tax revenues have been approved by all other nonexempt taxing agencies and are enclosed for your consideration (Enclosure C).

Following the Board's approval of the resolutions for the annexation, levying of assessments, exchange of property tax revenues, and the developers' recordation of the final subdivision map and/or approval of the legal description by the Assessor, Public Works will file the statement of boundary changes with the State Board of Equalization as required by California Government Code Section 54900 et seq. The resolutions have been approved as to form by County Counsel.



### **ENVIRONMENTAL DOCUMENTATION**

The proposed project is exempt from CEQA. Adoption of the proposed resolution annexing territories to CLMD 1687 and CLD LLA-1, Unincorporated Zone, will provide the necessary funding for the operation and maintenance of streetlights for the purpose of meeting operating expenses and is exempt from CEQA pursuant to Section 21080(b)(8) of the California Public Resource Code and Section 15273(a) of the State CEQA Guidelines and based upon the written findings incorporated in the record setting forth the basis of the exemption with specificity.

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

The annexation of territories to the County Lighting Districts will result in street lighting for these territories and will have no impact on other services or projects.

### **CONCLUSION**

Please return one adopted copy of this letter and a copy of the signed resolutions to Public Works, Traffic Safety and Mobility Division. Also, please forward one adopted copy of the letter and resolutions to the Assessor, Ownership Services Section; and one to the Auditor Controller, Tax Division.

Respectfully submitted,

MARK PESTRELLA, PE  
Director of Public Works

MP:EK:dj

Enclosures

c: Chief Executive Office (Chia-Ann Yen)  
County Counsel  
Executive Office



**COUNTY OF LOS ANGELES  
BOARD OF SUPERVISORS  
RESOLUTION OF INTENTION TO ANNEX APPROVED TENTATIVE  
SUBDIVISION AND SINGLE-LOT TERRITORIES TO COUNTY LIGHTING  
MAINTENANCE DISTRICT 1687 AND COUNTY LIGHTING DISTRICT  
LANDSCAPING AND LIGHTING ACT-1, UNINCORPORATED ZONE, AND ORDER  
THE LEVYING OF ASSESSMENTS  
WITHIN THE ANNEXED TERRITORIES FOR  
FISCAL YEAR 2023-24**

WHEREAS, the Board of Supervisors of the County of Los Angeles (Board of Supervisors) established County Lighting Maintenance District 1687 under the Improvement Act of 1911 (California Streets and Highways Code Section 5000 et seq.), to fund the installation, operation, and maintenance of street lighting systems within its boundaries; and

WHEREAS, the Board of Supervisors subsequently approved the formation of County Lighting District Landscaping and Lighting Act-1 (LLA-1), under the Landscaping and Lighting Act of 1972 (California Streets and Highways Code Section 22500 et seq.) to provide supplemental funds for the operation of streetlights within various County Lighting Maintenance Districts, including County Lighting Maintenance District 1687; and

WHEREAS, the Board of Supervisors adopted the Fiscal Year 2022-23 Annual Engineer's Report that shows estimated operating costs and recommended assessments for Unincorporated Zone within County Lighting District LLA-1; and

WHEREAS, the Improvement Act of 1911 (California Streets and Highways Code Section 5821.3) provides that a territory owned by a subdivider may be annexed to an existing lighting district, without notice or hearing, in the event an ordinance requires installation of a street lighting system; and

WHEREAS, the Landscaping and Lighting Act of 1972 (California Streets and Highways Code Section 22608.2) provides that in the event an ordinance requires installation of improvements, such as a street lighting system by a subdivider, the territory may be annexed to an existing lighting district without notice and hearing or filing of an Engineer's Report, or both; and

WHEREAS, by the County Code, the subdivision and single-lot developments are required to install a street lighting system, which may be accomplished by annexing to County Lighting Maintenance District 1687, and County Lighting District LLA-1, Unincorporated Zone (collectively, County Lighting Districts); and

WHEREAS, upon annexation to the County Lighting Districts, the annexed territories known as approved tentative subdivision Tract 60259, and single-lot projects



L 057-2021 and L 074-2021 located in the unincorporated areas of South Whittier, La Crescenta, and Canyon Country will become subject to new assessments; and

WHEREAS, California Government Code Section 53753 provides notice, protest, and hearing requirements applicable to the levying of the new assessments, which supersede any other such statutory requirements.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Supervisors of the County of Los Angeles, State of California, that:

SECTION 1. The public interest and convenience require, and it is the intention of the Board of Supervisors to authorize, the annexation of the territories to County Lighting Maintenance District 1687, as applicable, pursuant to California Streets and Highways Code Section 5837.

SECTION 2. The public interest and convenience require, and it is the intention of the Board of Supervisors to authorize the annexation of the territories to County Lighting District LLA-1, Unincorporated Zone, pursuant to California Streets and Highways Code Section 22605.

SECTION 3. The public interest and convenience require, and it is the intention of the Board of Supervisors to authorize, the expense necessary for the operation, maintenance, repairs, replacement, electric current, care, supervision, and all other items necessary for proper operation and maintenance of proposed streetlights within the proposed annexation territories and located within the County Lighting Districts. The needed amounts shall be assessed, levied, and collected in Fiscal Year 2023-24 upon each lot or parcel of land lying within the annexed territory based on land use categories that designate usage units on the basis of benefits received, as defined in the Assessor's report dated May 22, 1979, and amended on July 22, 1997, to include government-owned or -leased parcels, and which should be assessed to pay the expenses of the operation and maintenance of said improvements. The base assessment rates for a single-family residence along with proportional increases for other land uses are shown in the Fiscal Year 2022-23 Annual Engineer's Report for each zone within County Lighting District LLA-1. The same annual base assessment rate established for the Unincorporated Zone are proposed for all benefited properties within the proposed annexation territories.

SECTION 4. The boundary of the territories proposed to be annexed are shown on the attached diagrams.

SECTION 5. The proposed assessments are subject to approval by the affected property owners. A ballot and public hearing notice will be sent to the property owners within the territories proposed for annexation at least 45 days prior to the date of the public hearing. The ballots will be weighted by the amount of assessment to be paid by each property owner. A territory will not be annexed and the proposed assessment will be



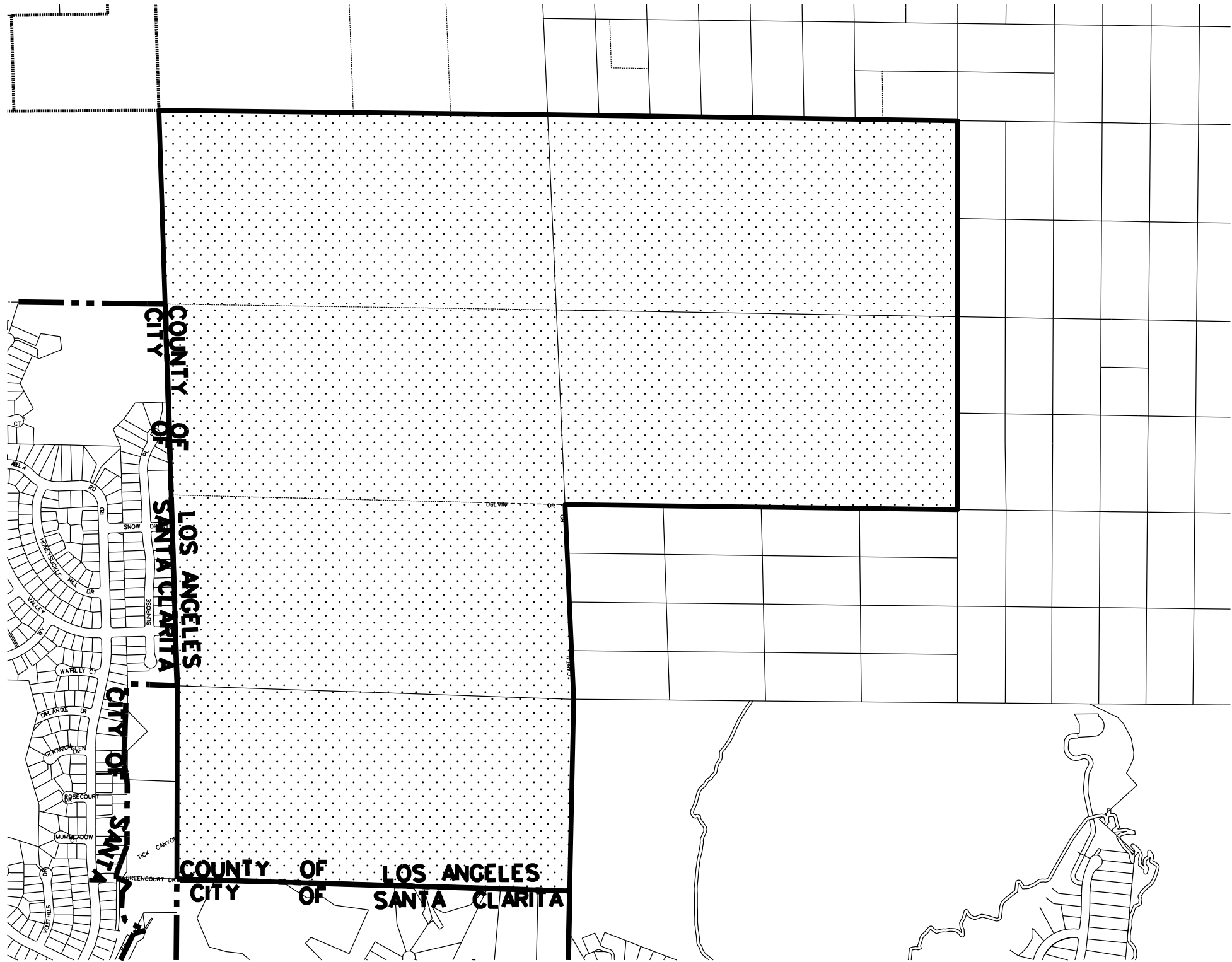
SECTION 6. The amounts to be assessed for the expense of such operation and maintenance of the work or improvements described above shall be levied and collected in the same manner and by the same officers as taxes for County purposes.

SECTION 8. Tuesday, November 15, 2022, at 9:30 a.m., is the day and hour of the public hearing at the Chambers of the Board of Supervisors of the County of Los Angeles, in Room 381B of the Kenneth Hahn Hall of Administration, 500 West Temple Street (corner of Temple Street and Grand Avenue), Los Angeles, California 90012, the place fixed by said Board of Supervisors when and where any and all interested persons may hear the proposal and be heard regarding the proposed street lighting assessments in the territories proposed for annexation to County Lighting District LLA-1, Unincorporated Zone.

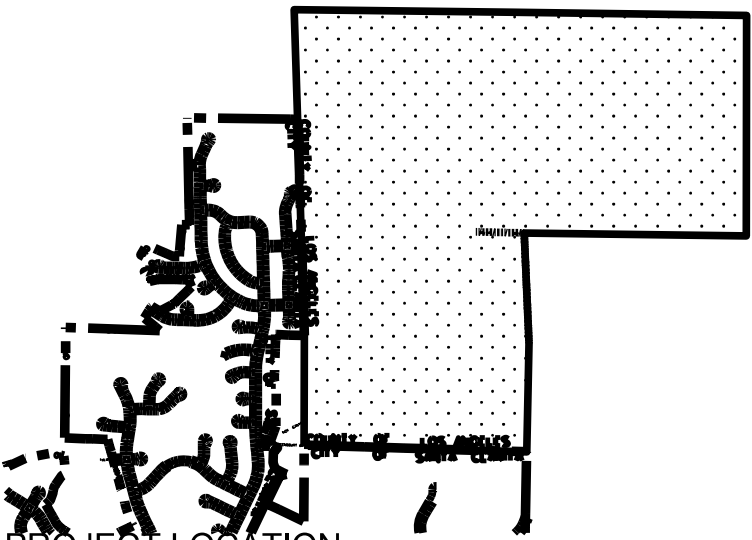
Page 3 of 4



TRACT 60259



PROPOSED ANNEXATION TO COUNTY LIGHTING  
MAINTENANCE DISTRICT 1687 AND COUNTY  
LIGHTING DISTRICT LLA-1 (UNINCORPORATED ZONE)



PROJECT LOCATION

VICINITY MAP

T.G. page 4462-H3 to H5, J3, & J4

TRA'S

9125

9142

10683

APN'S

2853-006-005

2853-007-002

2853-007-003

2854-003-006

3211-018-058

3211-019-017

LEGEND



PROPOSED ANNEXATION AREA



CITY/COUNTY BOUNDARY

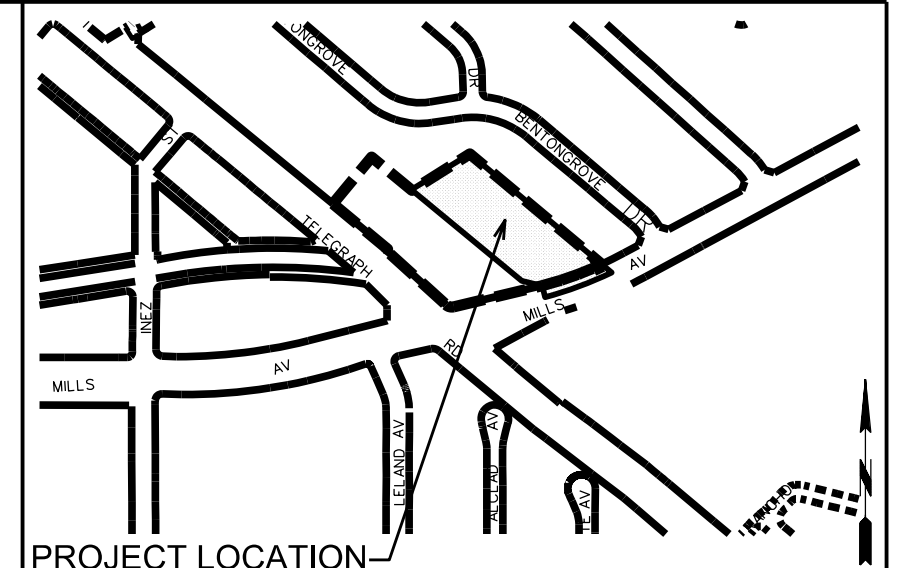
LOS ANGELES COUNTY PUBLIC WORKS  
TRAFFIC SAFETY AND MOBILITY DIVISION  
STREET LIGHTING SECTION

CLMD 1687  
CANYON COUNTRY AREA

Prepared By	TD	Sheet	1	of	1	Date	11/01/2021
Recommended By	<i>Figist Desta</i>					Date	11/01/2021
Approved By	<i>Jorge Herrera</i>					Date	11/1/2021



L 057-2021



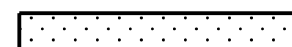
PROJECT LOCATION

VICINITY MAP

T.G. page 707-C5

IRA  
09078

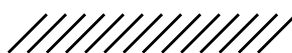
## LEGEND



PROPOSED ANNEXATION AREA



PROJECT BOUNDARY



EXISTING LIGHTING MAINTENANCE DISTRICT 1687

PROPOSED ANNEXATION TO COUNTY LIGHTING  
MAINTENANCE DISTRICT 1687 AND COUNTY  
LIGHTING DISTRICT LLA-1 (UNINCORPORATED ZONE)

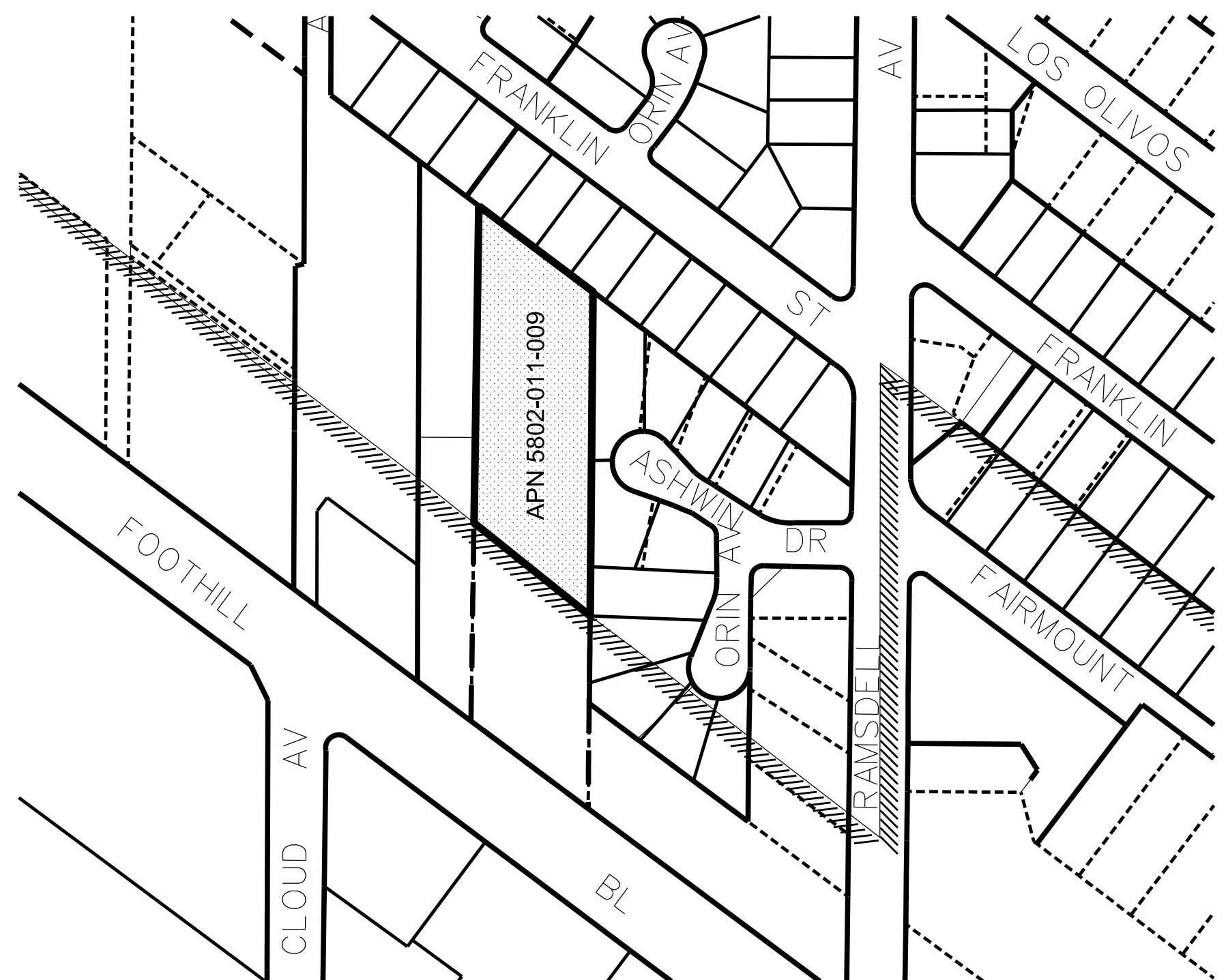
LOS ANGELES COUNTY PUBLIC WORKS  
TRAFFIC SAFETY AND MOBILITY DIVISION  
STREET LIGHTING SECTION

CLMD 1687  
SOUTH WHITTIER AREA



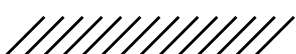
Prepared By	Sheet 1 of 1	SUD. 4
Recommended By	<i>Tigist Desta</i>	Date 11/24/2021
Approved By	<i>Joaquin Herrera</i>	Date 12/29/2021

L 057-2021

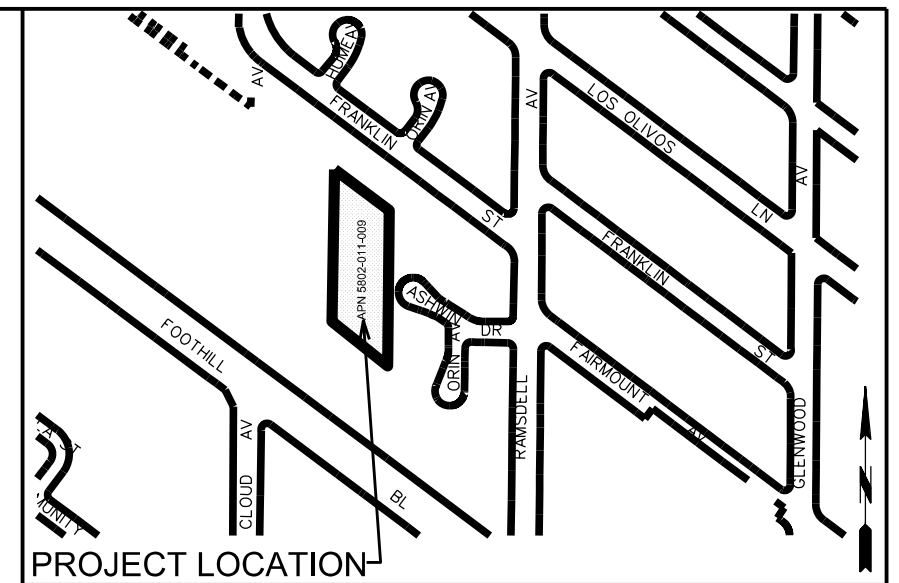




**LEGEND**

-  PROPOSED ANNEXATION AREA
-  PROJECT BOUNDARY
-  EXISTING LIGHTING MAINTENANCE DISTRICT 1687

PROPOSED ANNEXATION TO COUNTY LIGHTING  
MAINTENANCE DISTRICT 1687 AND COUNTY  
LIGHTING DISTRICT LLA-1 (UNINCORPORATED ZONE)



PROJECT LOCATION

VICINITY MAP

T.G. page 504-F7

IRA  
4103

LOS ANGELES COUNTY PUBLIC WORKS TRAFFIC SAFETY AND MOBILITY DIVISION STREET LIGHTING SECTION			
CLMD 1687 LA CRESCENTA AREA			
Prepared By	TD	Sheet 1 of 1	Sup.Dist. 5
Recommended By	<i>Tigist Desta</i>		Date 01-10-2022
Approved By	<i>Joaquin Herrera</i>		Date 1/13/2022



The foregoing resolution was adopted on the \_\_\_\_\_ day of \_\_\_\_\_, 2022, by the Board of Supervisors of the County of Los Angeles and ex-officio the governing body of all other special assessment and taxing district, agencies, and authorities for which said Board so acts.

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

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

APPROVED AS TO FORM:

DAWYN R. HARRISON  
Acting County Counsel

By: Talin Halabi  
Deputy



**COUNTY OF LOS ANGELES  
BOARD OF SUPERVISORS  
RESOLUTION ORDERING ANNEXATION OF APPROVED TENTATIVE SUBDIVISION  
AND SINGLE-LOT TERRITORIES TO COUNTY LIGHTING MAINTENANCE DISTRICT  
1687 AND COUNTY LIGHTING DISTRICT LANDSCAPING AND LIGHTING ACT-1,  
UNINCORPORATED ZONE, AND ORDER THE LEVYING OF ASSESSMENTS  
WITHIN THE ANNEXED TERRITORIES FOR  
FISCAL YEAR 2023-24**

WHEREAS, the Board of Supervisors of the County of Los Angeles on \_\_\_\_\_, adopted a Resolution of Intention to Annex Tentative Subdivision and Single-Lot Territories to County Lighting Maintenance District 1687 and County Lighting District Landscaping and Lighting Act-1, Unincorporated Zone (collectively, County Lighting Districts), and Order the Levying of Assessments within the Annexed Territories for Fiscal Year 2023-24 to provide funds for the operation of streetlights in the annexed territories pursuant to provisions of the Improvement Act of 1911 and the Landscaping and Lighting Act of 1972; and

WHEREAS, the Executive Officer of the Board caused the notice of public hearing to be mailed to all property owners within the territory subject to the proposed annexation and levying of assessments at least 45 days prior to the date set for public hearing; and

WHEREAS, the Executive Officer of the Board caused the notice of public hearing to be mailed to all property owners within the territories subject to the proposed annexation and levying of assessments at least 45 days prior to the date set for public hearing; and

WHEREAS, the Los Angeles County Public Works mailed assessment ballots and notices to all property owners of identified parcels within each territory proposed for annexation, pursuant to California Government Code Section 53753, to indicate support of or opposition to the matter of an assessment; and

WHEREAS, said Board of Supervisors has heard all testimony and evidence with regard to the annexation and levying of assessments, has tabulated the returned assessment ballots concerning the proposed assessments for the subdivision and single-lot territories shown in Appendix A, and has made a determination on whether a majority protest exists.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Supervisors of the County of Los Angeles that:

SECTION 1. The Board of Supervisors hereby finds that the public interest and convenience require the operation and maintenance of the street lighting improvements within the territories proposed for annexation to the County Lighting Districts, provided that no majority protest exists within a proposed annexation territory.



SECTION 2. The Board of Supervisors hereby orders the annexation of subdivision and single-lot territories listed in Appendix A to the County Lighting Districts, with the exception where a majority protest exists.

SECTION 3. The Board of Supervisors hereby determines that the territories identified will be benefited by the annexation to the County Lighting Districts and hereby authorizes the boundary of said County Lighting Districts be altered to include said benefited territories.

SECTION 4. The County Lighting Districts assessments and diagrams, as set forth in Sections 3 and 4 of the Resolution of Intention, are hereby approved, confirmed, and adopted by the Board for all parcels of land within the annexed territories, as proposed or as modified by the Board.

SECTION 5. The adoption of this resolution constitutes the levying of assessments for all lots and parcels within the areas annexed to County Lighting District Landscaping and Lighting Act-1, Unincorporated Zone, for the fiscal year commencing July 1, 2023, and ending June 30, 2024.

SECTION 6. The amounts to be assessed for the expense of the operation and maintenance of streetlights, shall be levied and collected in the same manner and by the same officers as taxes for County purposes and shall be disbursed and expended for operation, maintenance, and service of said County Lighting Districts, all as described in the Resolution of Intention.

SECTION 7. The Executive Officer of the Board is hereby authorized and directed to file a certified copy of this resolution upon their adoption with the Assessor, Ownership Services Section (Attention Sonia Carter Baltazar) and with the Auditor-Controller, Tax Division (Attention Grace Kinoshita).

SECTION 8. Notwithstanding the foregoing, the above annexation of the subdivision and single-lot territories listed in Appendix A to the County Lighting Districts, is conditioned upon, and shall not become effective unless the legal description for an annexed territory is approved as to definiteness and certainty by the Assessor, and when legally required, the final subdivision map is approved and recorded with Registrar-Recorder/County Clerk.



## APPENDIX A

**PROPOSED ANNEXATION OF  
APPROVED SUBDIVISION AND SINGLE-LOT TERRITORIES  
AND LEVYING OF ASSESSMENTS  
LOS ANGELES COUNTY PUBLIC WORKS**

Single-Lot/ Subdivision	LLA-1 Zone	CLMD	Sup Dist	County Area or City	Location	Majority Protest (Yes or No)
L 057-2021 (Single-Lot)	Unincorporated Zone	1687	4	South Whittier	Telegraph Road and Mills Avenue	
L 074-2021 (Single-Lot)	Unincorporated Zone	1687	5	La Crescenta	Foothill Boulevard/ west of Ramsdell Avenue	
Tract 60259 (Subdivision)	Unincorporated Zone	1687	5	Canyon Country	Shadow Pines Boulevard/ Tick Canyon Road	

[illegible]



The foregoing resolution was adopted on the \_\_\_\_\_ day of \_\_\_\_\_, 2022, by the Board of Supervisors of the County of Los Angeles and ex-officio the governing body of all other special assessment and taxing district, agencies, and authorities for which said Board so acts.

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

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

APPROVED AS TO FORM:

DAWYN R. HARRISON  
Acting County Counsel

By: Talin Halabi  
Deputy



**JOINT RESOLUTION OF  
THE BOARD OF SUPERVISORS OF COUNTY OF LOS ANGELES, THE BOARD OF  
TRUSTEES OF THE GREATER LOS ANGELES COUNTY VECTOR CONTROL  
DISTRICT, THE BOARD OF DIRECTORS OF THE COUNTY SANITATION  
DISTRICT NO.18 OF LOS ANGELES COUNTY, AND THE BOARD OF DIRECTORS  
OF THE WATER REPLENISHMENT DISTRICT OF SOUTHERN CALIFORNIA  
APPROVING AND ACCEPTING THE NEGOTIATED EXCHANGE OF PROPERTY  
TAX REVENUES RESULTING FROM ANNEXATION OF L 057-2021 TO  
COUNTY LIGHTING MAINTENANCE DISTRICT 1687**

WHEREAS, pursuant to Section 99.01 of the California Revenue and Taxation Code, prior to the effective date of any jurisdictional change that will result in a special district providing one or more services to an area where those services have not previously been provided by any local agency, the special district and each local agency that receives an apportionment of property tax revenue from the area must negotiate an exchange of property tax increment generated in the area subject to the jurisdictional change and attributable to those local agencies; and

WHEREAS, the Board of Supervisors of the County of Los Angeles, acting on behalf of the County Lighting Maintenance District (CLMD) 1687, Los Angeles County General Fund, Los Angeles County Public Library, Los Angeles County Road District 4, the Consolidated Fire Protection District of Los Angeles County, Los Angeles County Flood Control Drainage Improvement Maintenance District, and Los Angeles County Flood Control District; the Board of Trustees of the Greater Los Angeles County Vector Control District; the Board of Directors of the County Sanitation District No. 18 of Los Angeles County; and the Board of Directors of the Water Replenishment District of Southern California have determined that the amount of property tax revenue to be exchanged between their respective agencies as a result of the annexation proposal identified as L 057-2021 to CLMD 1687 is as shown on the attached Property Tax Transfer Resolution Worksheet.



NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

1. The negotiated exchange of property tax revenues between the CLMD 1687, Los Angeles County General Fund, Los Angeles County Public Library, Los Angeles County Road District 4, the Consolidated Fire Protection District of Los Angeles County, Los Angeles County Flood Control Drainage Improvement Maintenance District, Los Angeles County Flood Control District, the Greater Los Angeles County Vector Control District, the County Sanitation District No. 18 of Los Angeles County, and the Water Replenishment District of Southern California resulting from the annexation of L 057-2021 to CLMD 1687 is approved and accepted.

2. For fiscal years commencing on or after July 1, 2022, or the July 1 after the effective date of this jurisdictional change, whichever is later, the property tax revenue increment generated from the area within L 057-2021, Tax Rate Area 09078, shall be allocated to the affected agencies as indicated on the attached Property Tax Transfer Resolution Worksheet.

3. No transfer of property tax revenues other than those specified in Paragraph 2 shall be made as a result of the annexation of L 057-2021.

4. If at any time after the effective date of this resolution, the calculations used herein to determine initial property tax transfers or the data used to perform those calculations are found to be incorrect, thus producing an improper or inaccurate property tax transfer, the property tax transfer shall be recalculated and the corrected transfer shall be implemented for the next fiscal year.

PASSED, APPROVED, AND ADOPTED this 10<sup>th</sup> day of March 2022, by the following vote:

AYES: 30  
NOES: 2  
ABSENT: 7  
ABSTAIN: 0

GREATER LOS ANGELES COUNTY  
VECTOR CONTROL DISTRICT

By [Signature]  
President, Board of Trustees

ATTEST:

[Signature]  
Secretary

3/22/2022  
Date



**JOINT RESOLUTION OF  
THE BOARD OF SUPERVISORS OF COUNTY OF LOS ANGELES, THE BOARD OF  
TRUSTEES OF THE GREATER LOS ANGELES COUNTY VECTOR CONTROL  
DISTRICT, THE BOARD OF DIRECTORS OF THE COUNTY SANITATION  
DISTRICT NO.18 OF LOS ANGELES COUNTY, AND THE BOARD OF DIRECTORS  
OF THE WATER REPLENISHMENT DISTRICT OF SOUTHERN CALIFORNIA  
APPROVING AND ACCEPTING THE NEGOTIATED EXCHANGE OF PROPERTY  
TAX REVENUES RESULTING FROM ANNEXATION OF L 057-2021 TO COUNTY  
LIGHTING MAINTENANCE DISTRICT 1687**

WHEREAS, pursuant to Section 99.01 of the California Revenue and Taxation Code, prior to the effective date of any jurisdictional change that will result in a special district providing one or more services to an area where those services have not previously been provided by any local agency, the special district and each local agency that receives an apportionment of property tax revenue from the area must negotiate an exchange of property tax increment generated in the area subject to the jurisdictional change and attributable to those local agencies; and

WHEREAS, the Board of Supervisors of the County of Los Angeles, acting on behalf of the County Lighting Maintenance District (CLMD) 1687, Los Angeles County General Fund, Los Angeles County Public Library, Los Angeles County Road District 4, the Consolidated Fire Protection District of Los Angeles County, Los Angeles County Flood Control Drainage Improvement Maintenance District, and Los Angeles County Flood Control District; the Board of Trustees of the Greater Los Angeles County Vector Control District; the Board of Directors of the County Sanitation District No. 18 of Los Angeles County; and the Board of Directors of the Water Replenishment District of Southern California have determined that the amount of property tax revenue to be exchanged between their respective agencies as a result of the annexation proposal identified as L 057-2021 to CLMD 1687 is as shown on the attached Property Tax Transfer Resolution Worksheet.



NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

1. The negotiated exchange of property tax revenues between the CLMD 1687, Los Angeles County General Fund, Los Angeles County Public Library, Los Angeles County Road District 4, the Consolidated Fire Protection District of Los Angeles County, Los Angeles County Flood Control Drainage Improvement Maintenance District, Los Angeles County Flood Control District, the Greater Los Angeles County Vector Control District, the County Sanitation District No. 18 of Los Angeles County, and the Water Replenishment District of Southern California resulting from the annexation of L 057-2021 to CLMD 1687 is approved and accepted.

2. For fiscal years commencing on or after July 1, 2022, or the July 1 after the effective date of this jurisdictional change, whichever is later, the property tax revenue increment generated from the area within L 057-2021, Tax Rate Area 09078, shall be allocated to the affected agencies as indicated on the attached Property Tax Transfer Resolution Worksheet.

3. No transfer of property tax revenues other than those specified in Paragraph 2 shall be made as a result of the annexation of L 057-2021.

4. If at any time after the effective date of this resolution, the calculations used herein to determine initial property tax transfers or the data used to perform those calculations are found to be incorrect, thus producing an improper or inaccurate property tax transfer, the property tax transfer shall be recalculated and the corrected transfer shall be implemented for the next fiscal year.

PASSED, APPROVED, AND ADOPTED this 27th day of April 2022, by the following vote:

AYES: Ten (10)  
NOES: None  
ABSENT: Two (2)  
ABSTAIN: None

COUNTY SANITATION DISTRICT NO. 18  
OF LOS ANGELES COUNTY

By Ali Sajjad Taj  
Chairperson, Board of Directors

ATTEST: Kimberly A. Christensen

Secretary

April 27, 2022  
Date



**RESOLUTION NO. 22-1173**

**JOINT RESOLUTION OF  
THE BOARD OF SUPERVISORS OF COUNTY OF LOS ANGELES, THE BOARD OF  
TRUSTEES OF THE GREATER LOS ANGELES COUNTY VECTOR CONTROL  
DISTRICT, THE BOARD OF DIRECTORS OF THE COUNTY SANITATION  
DISTRICT NO.18 OF LOS ANGELES COUNTY, AND THE BOARD OF DIRECTORS  
OF THE WATER REPLENISHMENT DISTRICT OF SOUTHERN CALIFORNIA  
APPROVING AND ACCEPTING THE NEGOTIATED EXCHANGE OF PROPERTY  
TAX REVENUES RESULTING FROM ANNEXATION OF L 057-2021 TO COUNTY  
LIGHTING MAINTENANCE DISTRICT 1687**

WHEREAS, pursuant to Section 99.01 of the California Revenue and Taxation Code, prior to the effective date of any jurisdictional change that will result in a special district providing one or more services to an area where those services have not previously been provided by any local agency, the special district and each local agency that receives an apportionment of property tax revenue from the area must negotiate an exchange of property tax increment generated in the area subject to the jurisdictional change and attributable to those local agencies; and

WHEREAS, the Board of Supervisors of the County of Los Angeles, acting on behalf of the County Lighting Maintenance District (CLMD) 1687, Los Angeles County General Fund, Los Angeles County Public Library, Los Angeles County Road District 4, the Consolidated Fire Protection District of Los Angeles County, Los Angeles County Flood Control Drainage Improvement Maintenance District, and Los Angeles County Flood Control District; the Board of Trustees of the Greater Los Angeles County Vector Control District; the Board of Directors of the County Sanitation District No. 18 of Los Angeles County; and the Board of Directors of the Water Replenishment District of Southern California have determined that the amount of property tax revenue to be exchanged between their respective agencies as a result of the annexation proposal identified as L 057-2021 to CLMD 1687 is as shown on the attached Property Tax Transfer Resolution Worksheet.

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NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

1. The negotiated exchange of property tax revenues between the CLMD 1687, Los Angeles County General Fund, Los Angeles County Public Library, Los Angeles County Road District 4, the Consolidated Fire Protection District of Los Angeles County, Los Angeles County Flood Control Drainage Improvement Maintenance District, Los Angeles County Flood Control District, the Greater Los Angeles County Vector Control District, the County Sanitation District No. 18 of Los Angeles County, and the Water Replenishment District of Southern California resulting from the annexation of L 057-2021 to CLMD 1687 is approved and accepted.

2. For fiscal years commencing on or after July 1, 2022, or the July 1 after the effective date of this jurisdictional change, whichever is later, the property tax revenue increment generated from the area within L 057-2021, Tax Rate Area 09078, shall be allocated to the affected agencies as indicated on the attached Property Tax Transfer Resolution Worksheet.

3. No transfer of property tax revenues other than those specified in Paragraph 2 shall be made as a result of the annexation of L 057-2021.

4. If at any time after the effective date of this resolution, the calculations used herein to determine initial property tax transfers or the data used to perform those calculations are found to be incorrect, thus producing an improper or inaccurate property tax transfer, the property tax transfer shall be recalculated and the corrected transfer shall be implemented for the next fiscal year.

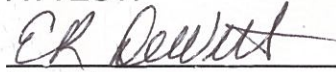
PASSED, APPROVED, AND ADOPTED this 17 day of March 2022,  
by the following vote:

AYES: 4  
NOES: 0  
ABSENT: 1  
ABSTAIN: 0

WATER REPLENISHMENT DISTRICT  
OF SOUTHERN CALIFORNIA

By   
President, Board of Directors

ATTEST:

  
Secretary

3-17-22  
Date



ANNEXATION TO: CO LIGHTING MAINT DIST NO 1687  
 ACCOUNT NUMBER: 019.40  
 TRA: 09078  
 EFFECTIVE DATE: 07/01/2021  
 ANNEXATION NUMBER: L 057-2021 PROJECT NAME: L 057-2021  
 DISTRICT SHARE: 0.021359188

ACCOUNT #	TAXING AGENCY	CURRENT TAX SHARE	PERCENT	PROPOSED DIST SHARE	ALLOCATED SHARE	ADJUSTMENTS	NET SHARE
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001.05	LOS ANGELES COUNTY GENERAL	0.307421786	30.7433 %	0.021359188	0.006566289	-0.006719473	0.300702313
001.20	L.A. COUNTY ACCUM CAP OUTLAY	0.000111616	0.0111 %	0.021359188	0.000002384	0.000000000	0.000111616
003.01	L A COUNTY LIBRARY	0.022799811	2.2799 %	0.021359188	0.000486985	-0.000486985	0.022312826
005.20	ROAD DIST # 4	0.005724861	0.5724 %	0.021359188	0.000122278	-0.000122278	0.005602583
007.30	CONSOL. FIRE PRO.DIST.OF L.A.CO.	0.171959990	17.1959 %	0.021359188	0.003672925	-0.003672925	0.168287065
007.31	L A C FIRE-FFW	0.007060216	0.7060 %	0.021359188	0.000150800	0.000000000	0.007060216
030.10	L.A.CO.FL.CON.DR.IMP.DIST.MAINT.	0.001682791	0.1682 %	0.021359188	0.000035943	-0.000035943	0.001646848
030.70	LA CO FLOOD CONTROL MAINT	0.009524468	0.9524 %	0.021359188	0.000203434	-0.000203434	0.009321034
061.80	GREATER L A CO VECTOR CONTROL	0.000362624	0.0362 %	0.021359188	0.000007745	-0.000007745	0.000354879
066.65	CO SANIT DIST NO 18 OPERATING	0.012413452	1.2413 %	0.021359188	0.000265141	-0.000265141	0.012148311
350.90	WTR REPLENISHMENT DIST OF SO CAL	0.000171088	0.0171 %	0.021359188	0.000003654	-0.000003654	0.000167434
400.00	EDUCATIONAL REV AUGMENTATION FD	0.067965233	6.7965 %	0.021359188	0.001451682	EXEMPT	0.067965233
400.01	EDUCATIONAL AUG FD IMPOUND	0.131877650	13.1877 %	0.021359188	0.002816799	EXEMPT	0.131877650
400.15	COUNTY SCHOOL SERVICES	0.001387413	0.1387 %	0.021359188	0.000029634	EXEMPT	0.001387413
400.21	CHILDREN'S INSTIL TUITION FUND	0.002752762	0.2752 %	0.021359188	0.000058796	EXEMPT	0.002752762
657.01	SOUTH WHITTIER SCHOOL DISTRICT	0.092123416	9.2123 %	0.021359188	0.001967681	EXEMPT	0.092123416
657.06	CO.SCH.SERV.FD.- SOUTH WHITTIER	0.000006489	0.0006 %	0.021359188	0.000000138	EXEMPT	0.000006489
657.20	SO.WHITTIER CHILDREN,S CENTER F.	0.001204414	0.1204 %	0.021359188	0.000025725	EXEMPT	0.001204414
789.02	WHITTIER UNION HIGH SCHOOL DIST	0.099469305	9.9469 %	0.021359188	0.002124583	EXEMPT	0.099469305



ANNEXATION NUMBER: L 057-2021 PROJECT NAME: L 057-2021

TRA: 09078

ACCOUNT #	TAXING AGENCY	CURRENT TAX SHARE	PERCENT	PROPOSED DIST SHARE	ALLOCATED SHARE	ADJUSTMENTS	NET SHARE
789.07	WHITTIER HIGH-ELEM SCHOOL FUND	0.042450412	4.2450 %	0.021359188	0.000906706	EXEMPT	0.042450412
789.08	DEV CTR HDCPD MINOR WHITTIER	0.000162233	0.0162 %	0.021359188	0.000003465	EXEMPT	0.000162233
816.04	RIO HONDO COMMUNITY COLLEGE DIST	0.021329035	2.1329 %	0.021359188	0.000455570	EXEMPT	0.021329035
816.20	RIO HONDO CHILDRENS CTR FUND	0.000038935	0.0038 %	0.021359188	0.000000831	EXEMPT	0.000038935
***019.40	CO LIGHTING MAINT DIST NO 1687	0.000000000	0.0000 %	0.021359188	0.000000000	0.000000000	0.011517578
TOTAL:		1.000000000	100.0000 %		0.021359188	-0.011517578	1.000000000



The foregoing resolution was adopted on the \_\_\_\_\_ day of \_\_\_\_\_, 2022, by the Board of Supervisors of the County of Los Angeles and ex-officio the governing body of all other special assessment and taxing district, agencies, and authorities for which said Board so acts.

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

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

APPROVED AS TO FORM:

DAWYN R. HARRISON  
Acting County Counsel

By: Talin Halabi  
Deputy



2

**JOINT RESOLUTION OF  
THE BOARD OF SUPERVISORS OF THE COUNTY OF LOS ANGELES  
THE BOARD OF TRUSTEES OF THE GREATER LOS ANGELES COUNTY  
VECTOR CONTROL DISTRICT, THE BOARD OF DIRECTORS OF  
THE FOOTHILL MUNICIPAL WATER DISTRICT, AND THE BOARD OF DIRECTORS  
OF THE FOOTHILL MUNICIPAL WATER IMPROVEMENT DISTRICT NO. 1  
APPROVING AND ACCEPTING THE NEGOTIATED EXCHANGE OF PROPERTY  
TAX REVENUES RESULTING FROM ANNEXATION OF L 074-2021  
TO COUNTY LIGHTING MAINTENANCE DISTRICT 1687**

WHEREAS, pursuant to Section 99.01 of the California Revenue and Taxation Code, prior to the effective date of any jurisdictional change that will result in a special district providing one or more services to an area where those services have not previously been provided by any local agency, the special district and each local agency that receives an apportionment of property tax revenue from the area must negotiate an exchange of property tax increment generated in the area subject to the jurisdictional change and attributable to those local agencies; and

WHEREAS, the Board of Supervisors of the County of Los Angeles, acting on behalf of the County Lighting Maintenance District (CLMD) 1687, Los Angeles County General Fund, Los Angeles County Public Library, Los Angeles County Road District 5, the Consolidated Fire Protection District of Los Angeles County, Los Angeles County Flood Control Drainage Improvement Maintenance District, and Los Angeles County Flood Control District; the Board of Trustees of the Greater Los Angeles County Vector Control District; the Board of Directors of the Foothill Municipal Water District; and the Board of Directors of the Foothill Municipal Water Improvement District No. 1 have determined that the amount of property tax revenue to be exchanged between their respective agencies as a result of the annexation proposal identified as L 074-2021 to CLMD 1687 is as shown on the attached Property Tax Transfer Resolution Worksheet



NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

1. The negotiated exchange of property tax revenues between CLMD 1687, County Road District 5, the Consolidated Fire Protection District of Los Angeles County, Los Angeles County Flood Control Drainage Improvement Maintenance District Los Angeles County Flood Control District, the Greater Los Angeles County Vector Control District, the Foothill Municipal Water District, and the Foothill Municipal Water Improvement District No. 1 resulting from the annexation of L 074-2021 to CLMD 1687 is approved and accepted.

2. For fiscal years commencing on or after July 1, 2023, or the July 1 after the effective date of this jurisdictional change, whichever is later, the property tax revenue increment generated from the area within L 074-2021, Tax Rate Area 04103, shall be allocated to the affected agencies as indicated on the Property Tax Transfer Resolution Worksheet.

3. No transfer of property tax revenues other than those specified in Paragraph 2 shall be made as a result of the annexation of L 074-2021.

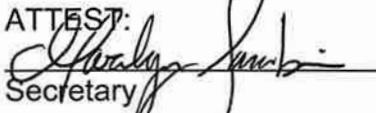
4. If at any time after the effective date of this resolution, the calculations used herein to determine initial property tax transfers or the data used to perform those calculations are found to be incorrect, thus, producing an improper or inaccurate property tax transfer, the property tax transfer shall be recalculated and the corrected transfer shall be implemented for the next fiscal year.

PASSED, APPROVED, AND ADOPTED this 10<sup>th</sup> day of March 2022, by the following vote:

AYES: 30  
NOES: 0  
ABSENT: 7  
ABSTAIN: 0

GREATER LOS ANGELES COUNTY  
VECTOR CONTROL DISTRICT

By   
President, Board of Trustees

ATTEST:  
  
Secretary  
3/22/2022  
Date



**JOINT RESOLUTION OF  
THE BOARD OF SUPERVISORS OF THE COUNTY OF LOS ANGELES,  
THE BOARD OF TRUSTEES OF THE GREATER LOS ANGELES COUNTY  
VECTOR CONTROL DISTRICT, THE BOARD OF DIRECTORS OF  
THE FOOTHILL MUNICIPAL WATER DISTRICT, AND THE BOARD OF DIRECTORS  
OF THE FOOTHILL MUNICIPAL WATER IMPROVEMENT DISTRICT NO. 1  
APPROVING AND ACCEPTING THE NEGOTIATED EXCHANGE OF PROPERTY  
TAX REVENUES RESULTING FROM ANNEXATION OF L 074-2021  
TO COUNTY LIGHTING MAINTENANCE DISTRICT 1687**

WHEREAS, pursuant to Section 99.01 of the California Revenue and Taxation Code, prior to the effective date of any jurisdictional change that will result in a special district providing one or more services to an area where those services have not previously been provided by any local agency, the special district and each local agency that receives an apportionment of property tax revenue from the area must negotiate an exchange of property tax increment generated in the area subject to the jurisdictional change and attributable to those local agencies; and

WHEREAS, the Board of Supervisors of the County of Los Angeles, acting on behalf of the County Lighting Maintenance District (CLMD) 1687, Los Angeles County General Fund, Los Angeles County Public Library, Los Angeles County Road District 5, the Consolidated Fire Protection District of Los Angeles County, Los Angeles County Flood Control Drainage Improvement Maintenance District, and Los Angeles County Flood Control District; the Board of Trustees of the Greater Los Angeles County Vector Control District; the Board of Directors of the Foothill Municipal Water District; and the Board of Directors of the Foothill Municipal Water Improvement District No. 1 have determined that the amount of property tax revenue to be exchanged between their respective agencies as a result of the annexation proposal identified as L 074-2021 to CLMD 1687 is as shown on the attached Property Tax Transfer Resolution Worksheet



NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

1. The negotiated exchange of property tax revenues between CLMD 1687, Los Angeles County General Fund, Los Angeles County Public Library, Los Angeles County Road District 5, the Consolidated Fire Protection District of Los Angeles County, Los Angeles County Flood Control Drainage Improvement Maintenance District, Los Angeles County Flood Control District, the Greater Los Angeles County Vector Control District, the Foothill Municipal Water District, and the Foothill Municipal Water Improvement District No. 1 resulting from the annexation of L 074-2021 to CLMD 1687 is approved and accepted.

2. For fiscal years commencing on or after July 1, 2023, or the July 1 after the effective date of this jurisdictional change, whichever is later, the property tax revenue increment generated from the area within L 074-2021, Tax Rate Area 04103, shall be allocated to the affected agencies as indicated on the Property Tax Transfer Resolution Worksheet.

3. No transfer of property tax revenues other than those specified in Paragraph 2 shall be made as a result of the annexation of L 074-2021.

4. If at any time after the effective date of this resolution, the calculations used herein to determine initial property tax transfers or the data used to perform those calculations are found to be incorrect, thus, producing an improper or inaccurate property tax transfer, the property tax transfer shall be recalculated and the corrected transfer shall be implemented for the next fiscal year.

PASSED, APPROVED, AND ADOPTED this 22nd day of February 2022, by the following vote:

AYES: Atwater, Bryant, Colcord, Dansby, Matthews

NOES:

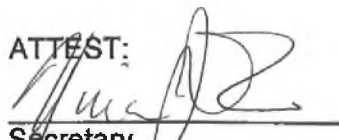
ABSENT:

ABSTAIN:

FOOTHILL MUNICIPAL WATER DISTRICT

  
Chairperson, Board of Directors

ATTEST:

  
Secretary

3-1-22  
Date



**JOINT RESOLUTION OF  
THE BOARD OF SUPERVISORS OF THE COUNTY OF LOS ANGELES,  
THE BOARD OF TRUSTEES OF THE GREATER LOS ANGELES COUNTY  
VECTOR CONTROL DISTRICT, THE BOARD OF DIRECTORS OF  
THE FOOTHILL MUNICIPAL WATER DISTRICT, AND THE BOARD OF DIRECTORS  
OF THE FOOTHILL MUNICIPAL WATER IMPROVEMENT DISTRICT NO. 1  
APPROVING AND ACCEPTING THE NEGOTIATED EXCHANGE OF PROPERTY  
TAX REVENUES RESULTING FROM ANNEXATION OF L 074-2021  
TO COUNTY LIGHTING MAINTENANCE DISTRICT 1687**

WHEREAS, pursuant to Section 99.01 of the California Revenue and Taxation Code, prior to the effective date of any jurisdictional change that will result in a special district providing one or more services to an area where those services have not previously been provided by any local agency, the special district and each local agency that receives an apportionment of property tax revenue from the area must negotiate an exchange of property tax increment generated in the area subject to the jurisdictional change and attributable to those local agencies; and

WHEREAS, the Board of Supervisors of the County of Los Angeles, acting on behalf of the County Lighting Maintenance District (CLMD) 1687, Los Angeles County General Fund, Los Angeles County Public Library, Los Angeles County Road District 5, the Consolidated Fire Protection District of Los Angeles County, Los Angeles County Flood Control Drainage Improvement Maintenance District, and Los Angeles County Flood Control District; the Board of Trustees of the Greater Los Angeles County Vector Control District; the Board of Directors of the Foothill Municipal Water District; and the Board of Directors of the Foothill Municipal Water Improvement District No. 1 have determined that the amount of property tax revenue to be exchanged between their respective agencies as a result of the annexation proposal identified as L 074-2021 to CLMD 1687 is as shown on the attached Property Tax Transfer Resolution Worksheet



NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

1. The negotiated exchange of property tax revenues between CLMD 1687, Los Angeles County General Fund, Los Angeles County Public Library, Los Angeles County Road District 5, the Consolidated Fire Protection District of Los Angeles County, Los Angeles County Flood Control Drainage Improvement Maintenance District, Los Angeles County Flood Control District, the Greater Los Angeles County Vector Control District, the Foothill Municipal Water District, and the Foothill Municipal Water Improvement District No. 1 resulting from the annexation of L 074-2021 to CLMD 1687 is approved and accepted.

2. For fiscal years commencing on or after July 1, 2023, or the July 1 after the effective date of this jurisdictional change, whichever is later, the property tax revenue increment generated from the area within L 074-2021, Tax Rate Area 04103, shall be allocated to the affected agencies as indicated on the Property Tax Transfer Resolution Worksheet.

3. No transfer of property tax revenues other than those specified in Paragraph 2 shall be made as a result of the annexation of L 074-2021.

4. If at any time after the effective date of this resolution, the calculations used herein to determine initial property tax transfers or the data used to perform those calculations are found to be incorrect, thus, producing an improper or inaccurate property tax transfer, the property tax transfer shall be recalculated and the corrected transfer shall be implemented for the next fiscal year.

PASSED, APPROVED, AND ADOPTED this 22nd day of February 2022, by the following vote:

AYES: Atwater, Bryant, Colcord, Dansby, Matthews

NOES:

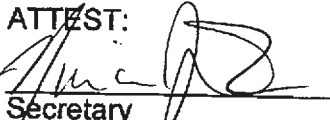
ABSENT:

ABSTAIN:

FOOTHILL MUNICIPAL WATER  
IMPROVEMENT DISTRICT NO. 1

  
Chairperson, Board of Directors

ATTEST:

  
Secretary

3-1-22  
Date



ANNEXATION TO: CO LIGHTING MAINT DIST NO 1687  
 ACCOUNT NUMBER: 019.40  
 TRA: 04103  
 EFFECTIVE DATE: 07/01/2022  
 ANNEXATION NUMBER: L 074-2021 PROJECT NAME: L 074-2021  
 DISTRICT SHARE: 0.021359188

ACCOUNT #	TAXING AGENCY	CURRENT TAX SHARE	PERCENT	PROPOSED DIST SHARE	ALLOCATED SHARE	ADJUSTMENTS	NET SHARE
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001.05	LOS ANGELES COUNTY GENERAL	0.333854723	33.3867 %	0.021359188	0.007130875	-0.007297197	0.326557526
001.20	L.A. COUNTY ACCUM CAP OUTLAY	0.000117937	0.0117 %	0.021359188	0.000002519	0.000000000	0.000117937
003.01	L A COUNTY LIBRARY	0.024353883	2.4353 %	0.021359188	0.000520179	-0.000520179	0.023833704
005.25	ROAD DIST # 5	0.006501954	0.6501 %	0.021359188	0.000138876	-0.000138876	0.006363078
007.30	CONSOL. FIRE PRO.DIST.OF L.A.CO.	0.181295660	18.1295 %	0.021359188	0.003872328	-0.003872328	0.177423332
007.31	L A C FIRE-FFW	0.007668988	0.7668 %	0.021359188	0.000163803	0.000000000	0.007668988
030.10	L.A.CO.FL.CON.DR.IMP.DIST.MAINT.	0.001826373	0.1826 %	0.021359188	0.000039009	-0.000039009	0.001787364
030.70	LA CO FLOOD CONTROL MAINT	0.010335907	1.0335 %	0.021359188	0.000220766	-0.000220766	0.010115141
061.80	GREATER L A CO VECTOR CONTROL	0.000167256	0.0167 %	0.021359188	0.000003572	-0.000003572	0.000163684
355.05	FOOTHILL MUNICIPAL WATER DIST	0.000277347	0.0277 %	0.021359188	0.000005923	-0.000005923	0.000271424
360.05	FOOTHILL MUN W DIST IMP DIST # 1	0.000745985	0.0745 %	0.021359188	0.000015933	-0.000015933	0.000730052
400.00	EDUCATIONAL REV AUGMENTATION FD	0.064056359	6.4056 %	0.021359188	0.001368191	EXEMPT	0.064056359
400.01	EDUCATIONAL AUG FD IMPOUND	0.131877650	13.1877 %	0.021359188	0.002816799	EXEMPT	0.131877650
400.15	COUNTY SCHOOL SERVICES	0.001462738	0.1462 %	0.021359188	0.000031242	EXEMPT	0.001462738
400.21	CHILDREN'S INSTIL TUITION FUND	0.002903027	0.2903 %	0.021359188	0.000062006	EXEMPT	0.002903027
800.04	GLENDALE COMMUNITY COLLEGE DIST	0.036668158	3.6668 %	0.021359188	0.000783202	EXEMPT	0.036668158
867.03	GLENDALE UNIFIED SCHOOL DISTRICT	0.191331791	19.1331 %	0.021359188	0.004086691	EXEMPT	0.191331791
867.06	CO.SCH.SERV.FD.- GLENDALE	0.002259833	0.2259 %	0.021359188	0.000048268	EXEMPT	0.002259833
867.07	DEV.CTR.HDCPD.MINOR-GLENDALE	0.001425784	0.1425 %	0.021359188	0.000030453	EXEMPT	0.001425784



ANNEXATION NUMBER: L 074-2021 PROJECT NAME: L 074-2021

TRA: 04103

ACCOUNT #	TAXING AGENCY	CURRENT TAX SHARE	PERCENT	PROPOSED DIST SHARE	ALLOCATED SHARE	ADJUSTMENTS	NET SHARE
867.20	GLENDALE UNIF CHILDRENS CTR FD	0.000868647	0.0868 %	0.021359188	0.000018553	EXEMPT	0.000868647
***019.40	CO LIGHTING MAINT DIST NO 1687	0.000000000	0.0000 %	0.021359188	0.000000000	0.000000000	0.012113783
TOTAL:		1.000000000	100.0000 %		0.021359188	-0.012113783	1.000000000



The foregoing resolution was adopted on the \_\_\_\_\_ day of \_\_\_\_\_, 2022, by the Board of Supervisors of the County of Los Angeles and ex-officio the governing body of all other special assessment and taxing district, agencies, and authorities for which said Board so acts.

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

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

APPROVED AS TO FORM:

DAWYN R. HARRISON  
Acting County Counsel

By: Talin Halabi  
Deputy



WHEREAS, pursuant to Section 99.01 of the California Revenue and Taxation Code, prior to the effective date of any jurisdictional change that will result in a special district providing one or more services to an area where those services have not previously been provided by any local agency, the special district and each local agency that receives an apportionment of property tax revenue from the area must negotiate an exchange of property tax increment generated in the area subject to the jurisdictional change and attributable to those local agencies; and

WHEREAS, the Board of Supervisors of the County of Los Angeles, acting on behalf of the County Lighting Maintenance District (CLMD) 1687, Los Angeles County General Fund, Los Angeles County Public Library, Los Angeles County Road Maintenance District 5, the Consolidated Fire Protection District of Los Angeles County, Los Angeles County Flood Control Drainage Improvement Maintenance District, and Los Angeles County Flood Control District; the Board of Trustees of the Greater Los Angeles County Vector Control District; and the Board of Directors of the Santa Clarita Valley Water Agency (CLWA, NCW, NCW02S, and NCW02W) have determined that the amount of property tax revenue to be exchanged between their respective agencies as a result of the annexation proposal identified as Tract 60259 to CLMD 1687 is as shown on the attached Property Tax Transfer Resolution Worksheet.

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NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

1. The negotiated exchange of property tax revenues between CLMD 1687, Los Angeles County General Fund, Los Angeles County Public Library, Los Angeles County Road District 5, the Consolidated Fire Protection District of Los Angeles County, Los Angeles County Flood Control Drainage Improvement Maintenance District, Los Angeles County Flood Control District, the Greater Los Angeles County Vector Control District, and the Santa Clarita Valley Water Agency (CLWA, NCW, NCW02S and NCW02W) resulting from the annexation of Tract 60259 to County Lighting Maintenance District 1687 is approved and accepted.

2. For fiscal years commencing on or after July 1, 2022, or the July 1 after the effective date of this jurisdictional change, whichever is later, the property tax revenue increment generated from the area within Tract 60259, Tax Rate Area 09142, shall be allocated to the affected agencies as indicated on the attached Property Tax Transfer Resolution Worksheet.

3. No transfer of property tax revenues other than those specified in Paragraph 2 shall be made as a result of the annexation of Tract 60259.

4. If at any time after the effective date of this resolution, the calculations used herein to determine initial property tax transfers or the data used to perform those calculations are found to be incorrect, thus, producing an improper or inaccurate property tax transfer, the property tax transfer shall be recalculated and the corrected transfer shall be implemented for the next fiscal year

PASSED, APPROVED, AND ADOPTED this 10<sup>th</sup> day of March 2022, by the following vote:

AYES: 30  
NOES: 0  
ABSENT: 7  
ABSTAIN: 0

GREATER LOS ANGELES COUNTY  
VECTOR CONTROL DISTRICT

By   
President, Board of Trustees

ATTEST:

  
Secretary

3/22/2022  
Date



ANNEXATION TO: CO LIGHTING MAINT DIST NO 1687  
 ACCOUNT NUMBER: 019.40  
 TRA: 09142  
 EFFECTIVE DATE: 07/01/2021  
 ANNEXATION NUMBER: TR 60259 PROJECT NAME: TRACT 60259  
 DISTRICT SHARE: 0.021387834

ACCOUNT #	TAXING AGENCY	CURRENT TAX SHARE	PERCENT	PROPOSED DIST SHARE	ALLOCATED SHARE	ADJUSTMENTS	NET SHARE
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001.05	LOS ANGELES COUNTY GENERAL	0.181560218	18.1574 %	0.021387834	0.003883191	-0.003974945	0.177585273
001.20	L.A. COUNTY ACCUM CAP OUTLAY	0.000117520	0.0117 %	0.021387834	0.000002513	0.000000000	0.000117520
003.01	L A COUNTY LIBRARY	0.025304385	2.5304 %	0.021387834	0.000541205	-0.000541205	0.024763180
005.25	ROAD DIST # 5	0.006707708	0.6707 %	0.021387834	0.000143463	-0.000143463	0.006564245
007.30	CONSOL. FIRE PRO.DIST.OF L.A.CO.	0.185810671	18.5810 %	0.021387834	0.003974087	-0.003974087	0.181836584
007.31	L A C FIRE-FFW	0.004172531	0.4172 %	0.021387834	0.000089241	0.000000000	0.004172531
030.10	L.A.CO.FL.CON.DR.IMP.DIST.MAINT.	0.001908680	0.1908 %	0.021387834	0.000040822	-0.000040822	0.001867858
030.70	LA CO FLOOD CONTROL MAINT	0.010823529	1.0823 %	0.021387834	0.000231491	-0.000231491	0.010592038
061.80	GREATER L A CO VECTOR CONTROL	0.000322714	0.0322 %	0.021387834	0.000006902	-0.000006902	0.000315812
068.05	ANTELOPE VY RESOURCE CONSER DIST	0.000000000	0.0000 %	0.021387834	0.000000000	0.000000000	0.000000000
302.01	SANTA CLARITA VALLEY WATER-CLWA	0.061038339	6.1038 %	0.021387834	0.001305477	-0.001305477	0.059732862
309.01	SANTA CLARITA VALLEY WATER-NCW	0.001295737	0.1295 %	0.021387834	0.000027713	-0.000027713	0.001268024
309.02	STA CLRTA VALLEY WTR-NCW02S	0.024497968	2.4497 %	0.021387834	0.000523958	-0.000523958	0.023974010
309.03	STA CLRTA VALLEY WTR-NCW02W	0.021533616	2.1533 %	0.021387834	0.000460557	-0.000460557	0.021073059
400.00	EDUCATIONAL REV AUGMENTATION FD	0.066692841	6.6692 %	0.021387834	0.001426415	EXEMPT	0.066692841
400.01	EDUCATIONAL AUG FD IMPOUND	0.131877650	13.1877 %	0.021387834	0.002820577	EXEMPT	0.131877650
400.15	COUNTY SCHOOL SERVICES	0.001509686	0.1509 %	0.021387834	0.000032288	EXEMPT	0.001509686
400.21	CHILDREN'S INSTIL TUITION FUND	0.002992253	0.2992 %	0.021387834	0.000063997	EXEMPT	0.002992253
665.01	SULPHUR SPRINGS UNION SCHOOL DIS	0.091792549	9.1792 %	0.021387834	0.001963243	EXEMPT	0.091792549



ANNEXATION NUMBER: TR 60259

PROJECT NAME: TRACT 60259

TRA: 09142

ACCOUNT #	TAXING AGENCY	CURRENT TAX SHARE	PERCENT	PROPOSED DIST SHARE	ALLOCATED SHARE	ADJUSTMENTS	NET SHARE
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665.06	CO.SCH.SERV.FD.- SULPHUR SPRINGS	0.007873873	0.7873 %	0.021387834	0.000168405	EXEMPT	0.007873873
665.07	DEV.CTR.HDCPD-MINOR-SULPHUR SPGS	0.000867844	0.0867 %	0.021387834	0.000018561	EXEMPT	0.000867844
757.02	HART WILLIAM S UNION HIGH	0.086097325	8.6097 %	0.021387834	0.001841435	EXEMPT	0.086097325
757.06	CO.SCH.SERV.FD.- HART,WILLIAM S.	0.000361602	0.0361 %	0.021387834	0.000007733	EXEMPT	0.000361602
757.07	HART,WILLIAM S.-ELEM SCHOOL FUND	0.045299632	4.5299 %	0.021387834	0.000968861	EXEMPT	0.045299632
814.04	SANTA CLARITA COMMUNITY COLLEGE	0.039541129	3.9541 %	0.021387834	0.000845699	EXEMPT	0.039541129
***019.40	CO LIGHTING MAINT DIST NO 1687	0.000000000	0.0000 %	0.021387834	0.000000000	0.000000000	0.011230620
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	TOTAL:	1.000000000	100.0000 %		0.021387834	-0.011230620	1.000000000



**JOINT RESOLUTION OF  
THE BOARD OF SUPERVISORS OF THE COUNTY OF LOS ANGELES,  
THE BOARD OF DIRECTORS OF THE SANTA CLARITA VALLEY WATER  
AGENCY APPROVING AND ACCEPTING THE NEGOTIATED EXCHANGE OF  
PROPERTY TAX REVENUES RESULTING FROM ANNEXATION OF TRACT 60259  
TO COUNTY LIGHTING MAINTENANCE DISTRICT 1687**

WHEREAS, the Board of Supervisors of the County of Los Angeles, acting on behalf of the County Lighting Maintenance District (CLMD) 1687, Los Angeles County General Fund, Los Angeles County Public Library, Los Angeles County Road Maintenance District 5, the Consolidated Fire Protection District of Los Angeles County, Los Angeles County Flood Control Drainage Improvement Maintenance District, and Los Angeles County Flood Control District; and the Board of Directors of the Santa Clarita Valley Water Agency (CLWA and NCW) have determined that the amount of property tax revenue to be exchanged between their respective agencies as a result of the annexation proposal identified as Tract 60259 to CLMD 1687 is as shown on the attached Property Tax Transfer Resolution Worksheet.

[illegible]



NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

1. The negotiated exchange of property tax revenues between CLMD 1687, Los Angeles County General Fund, Los Angeles County Public Library, Los Angeles County Road District 5, the Consolidated Fire Protection District of Los Angeles County, Los Angeles County Flood Control Drainage Improvement Maintenance District, Los Angeles County Flood Control District, and the Santa Clarita Valley Water Agency (CLWA and NCW) resulting from the annexation of Tract 60259 to County Lighting Maintenance District 1687 is approved and accepted.

2. For fiscal years commencing on or after July 1, 2022, or the July 1 after the effective date of this jurisdictional change, whichever is later, the property tax revenue increment generated from the area within Tract 60259, Tax Rate Area 09125 shall be allocated to the affected agencies as indicated on the Property Tax Transfer Resolution Worksheet.

3. No transfer of property tax revenues other than those specified in Paragraph 2 shall be made as a result of the annexation of Tract 60259.

4. If at any time after the effective date of this resolution, the calculations used herein to determine initial property tax transfers or the data used to perform those calculations are found to be incorrect, thus, producing an improper or inaccurate property tax transfer, the property tax transfer shall be recalculated and the corrected transfer shall be implemented for the next fiscal year

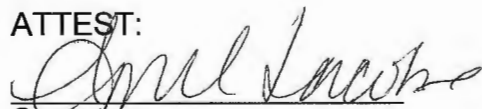
PASSED, APPROVED, AND ADOPTED this 1st day of March 2022, by the following vote:

Directors Armitage, Atkins, Braunstein, Colley, Cooper, Ford, Gladbach, Kelly,  
AYES: Martin, Mortensen, Orzechowski and Plambeck  
NOES: None.  
ABSENT: None.  
ABSTAIN: None.

SANTA CLARITA VALLEY WATER  
AGENCY-CLWA

By   
President, Board of Directors

ATTEST:

  
Secretary

March 1, 2022  
Date





**JOINT RESOLUTION OF  
THE BOARD OF SUPERVISORS OF THE COUNTY OF LOS ANGELES,  
THE BOARD OF DIRECTORS OF THE SANTA CLARITA VALLEY WATER  
AGENCY APPROVING AND ACCEPTING THE NEGOTIATED EXCHANGE OF  
PROPERTY TAX REVENUES RESULTING FROM ANNEXATION OF TRACT 60259  
TO COUNTY LIGHTING MAINTENANCE DISTRICT 1687**

WHEREAS, the Board of Supervisors of the County of Los Angeles, acting on behalf of the County Lighting Maintenance District (CLMD) 1687, Los Angeles County General Fund, Los Angeles County Public Library, Los Angeles County Road Maintenance District 5, the Consolidated Fire Protection District of Los Angeles County, Los Angeles County Flood Control Drainage Improvement Maintenance District, and Los Angeles County Flood Control District; and the Board of Directors of the Santa Clarita Valley Water Agency (CLWA and NCW) have determined that the amount of property tax revenue to be exchanged between their respective agencies as a result of the annexation proposal identified as Tract 60259 to CLMD 1687 is as shown on the attached Property Tax Transfer Resolution Worksheet.

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NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

1. The negotiated exchange of property tax revenues between CLMD 1687, Los Angeles County General Fund, Los Angeles County Public Library, Los Angeles County Road District 5, the Consolidated Fire Protection District of Los Angeles County, Los Angeles County Flood Control Drainage Improvement Maintenance District, Los Angeles County Flood Control District, and the Santa Clarita Valley Water Agency (CLWA and NCW) resulting from the annexation of Tract 60259 to County Lighting Maintenance District 1687 is approved and accepted.

2. For fiscal years commencing on or after July 1, 2022, or the July 1 after the effective date of this jurisdictional change, whichever is later, the property tax revenue increment generated from the area within Tract 60259, Tax Rate Area 09125 shall be allocated to the affected agencies as indicated on the Property Tax Transfer Resolution Worksheet.

3. No transfer of property tax revenues other than those specified in Paragraph 2 shall be made as a result of the annexation of Tract 60259.

4. If at any time after the effective date of this resolution, the calculations used herein to determine initial property tax transfers or the data used to perform those calculations are found to be incorrect, thus, producing an improper or inaccurate property tax transfer, the property tax transfer shall be recalculated and the corrected transfer shall be implemented for the next fiscal year

PASSED, APPROVED, AND ADOPTED this 1st day of March 2022, by the following vote:

Directors Armitage, Atkins, Braunstein, Colley, Cooper, Ford, Gladbach, Kelly,  
AYES: Martin, Mortensen, Orzechowski and Plambeck  
NOES: None.  
ABSENT: None.  
ABSTAIN: None.

SANTA CLARITA VALLEY WATER  
AGENCY-NCW

By   
President, Board of Directors

ATTEST:

  
Secretary

March 1, 2022  
Date





ANNEXATION TO: CO LIGHTING MAINT DIST NO 1687  
 ACCOUNT NUMBER: 019.40  
 TRA: 09125  
 EFFECTIVE DATE: 07/01/2021  
 ANNEXATION NUMBER: TR 60259 PROJECT NAME: TRACT 60259

DISTRICT SHARE: 0.021387834

ACCOUNT #	TAXING AGENCY	CURRENT TAX SHARE	PERCENT	PROPOSED DIST SHARE	ALLOCATED SHARE	ADJUSTMENTS	NET SHARE
001.05	LOS ANGELES COUNTY GENERAL	0.217269495	21.7280 %	0.021387834	0.004646933	-0.004756478	0.212513017
001.20	L.A. COUNTY ACCUM CAP OUTLAY	0.000130034	0.0130 %	0.021387834	0.000002781	0.000000000	0.000130034
003.01	L A COUNTY LIBRARY	0.027353154	2.7353 %	0.021387834	0.000585024	-0.000585024	0.026768130
005.25	ROAD DIST # 5	0.007149438	0.7149 %	0.021387834	0.000152910	-0.000152910	0.006996528
007.30	CONSOL. FIRE PRO.DIST.OF L.A.CO.	0.185810671	18.5810 %	0.021387834	0.003974087	-0.003974087	0.181836584
007.31	L A C FIRE-FFW	0.004991821	0.4991 %	0.021387834	0.000106764	0.000000000	0.004991821
030.10	L.A.CO.FL.CON.DR.IMP.DIST.MAINT.	0.002101702	0.2101 %	0.021387834	0.000044950	-0.000044950	0.002056752
030.70	LA CO FLOOD CONTROL MAINT	0.011896725	1.1896 %	0.021387834	0.000254445	-0.000254445	0.011642280
068.05	ANTELOPE VY RESOURCE CONSER DIST	0.000000000	0.0000 %	0.021387834	0.000000000	0.000000000	0.000000000
302.01	SANTA CLARITA VALLEY WATER-CLWA	0.065080983	6.5080 %	0.021387834	0.001391941	-0.001391941	0.063689042
309.01	SANTA CLARITA VALLEY WATER-NCW	0.001455483	0.1455 %	0.021387834	0.000031129	-0.000031129	0.001424354
400.00	EDUCATIONAL REV AUGMENTATION FD	0.050270315	5.0270 %	0.021387834	0.001075173	EXEMPT	0.050270315
400.01	EDUCATIONAL AUG FD IMPOUND	0.131877650	13.1877 %	0.021387834	0.002820577	EXEMPT	0.131877650
400.15	COUNTY SCHOOL SERVICES	0.001608255	0.1608 %	0.021387834	0.000034397	EXEMPT	0.001608255
400.21	CHILDREN'S INSTIL TUITION FUND	0.003190749	0.3190 %	0.021387834	0.000068243	EXEMPT	0.003190749
665.01	SULPHUR SPRINGS UNION SCHOOL DIS	0.097863142	9.7863 %	0.021387834	0.002093080	EXEMPT	0.097863142
665.06	CO.SCH.SERV.FD.- SULPHUR SPRINGS	0.008390898	0.8390 %	0.021387834	0.000179463	EXEMPT	0.008390898
665.07	DEV.CTR.HDCPD-MINOR-SULPHUR SPGS	0.000927415	0.0927 %	0.021387834	0.000019835	EXEMPT	0.000927415
757.02	HART WILLIAM S UNION HIGH	0.091793236	9.1793 %	0.021387834	0.001963258	EXEMPT	0.091793236



ANNEXATION NUMBER: TR 60259

PROJECT NAME: TRACT 60259

TRA: 09125

ACCOUNT #	TAXING AGENCY	CURRENT TAX SHARE	PERCENT	PROPOSED DIST SHARE	ALLOCATED SHARE	ADJUSTMENTS	NET SHARE
757.06	CO.SCH.SERV.FD.- HART,WILLIAM S.	0.000382743	0.0382 %	0.021387834	0.000008186	EXEMPT	0.000382743
757.07	HART,WILLIAM S.-ELEM SCHOOL FUND	0.048299187	4.8299 %	0.021387834	0.001033014	EXEMPT	0.048299187
814.04	SANTA CLARITA COMMUNITY COLLEGE	0.042156904	4.2156 %	0.021387834	0.000901644	EXEMPT	0.042156904
***019.40	CO LIGHTING MAINT DIST NO 1687	0.000000000	0.0000 %	0.021387834	0.000000000	0.000000000	0.011190964
TOTAL:		1.000000000	100.0000 %		0.021387834	-0.011190964	1.000000000



**RESOLUTION NO. SCV-258**

**JOINT RESOLUTION OF  
THE BOARD OF SUPERVISORS OF THE COUNTY OF LOS ANGELES,  
THE BOARD OF TRUSTEES OF THE GREATER LOS ANGELES COUNTY VECTOR  
CONTROL DISTRICT, THE BOARD OF DIRECTORS OF THE SANTA CLARITA  
VALLEY WATER AGENCY APPROVING AND ACCEPTING THE  
NEGOTIATED EXCHANGE OF PROPERTY TAX REVENUES  
RESULTING FROM ANNEXATION OF TRACT 60259  
TO COUNTY LIGHTING MAINTENANCE DISTRICT 1687**

WHEREAS, pursuant to Section 99.01 of the California Revenue and Taxation Code, prior to the effective date of any jurisdictional change that will result in a special district providing one or more services to an area where those services have not previously been provided by any local agency, the special district and each local agency that receives an apportionment of property tax revenue from the area must negotiate an exchange of property tax increment generated in the area subject to the jurisdictional change and attributable to those local agencies; and

WHEREAS, the Board of Supervisors of the County of Los Angeles, acting on behalf of the County Lighting Maintenance District (CLMD) 1687, Los Angeles County General Fund, Los Angeles County Public Library, Los Angeles County Road Maintenance District 5, the Consolidated Fire Protection District of Los Angeles County, Los Angeles County Flood Control Drainage Improvement Maintenance District, and Los Angeles County Flood Control District; the Board of Trustees of the Greater Los Angeles County Vector Control District; and the Board of Directors of the Santa Clarita Valley Water Agency (CLWA, NCW, NCW02S, and NCW02W) have determined that the amount of property tax revenue to be exchanged between their respective agencies as a result of the annexation proposal identified as Tract 60259 to CLMD 1687 is as shown on the attached Property Tax Transfer Resolution Worksheet.

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NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

1. The negotiated exchange of property tax revenues between CLMD 1687, Los Angeles County General Fund, Los Angeles County Public Library, Los Angeles County Road District 5, the Consolidated Fire Protection District of Los Angeles County, Los Angeles County Flood Control Drainage Improvement Maintenance District, Los Angeles County Flood Control District, the Greater Los Angeles County Vector Control District, and the Santa Clarita Valley Water Agency (CLWA, NCW, NCE02S, and NCW02W) resulting from the annexation of Tract 60259 to County Lighting Maintenance District 1687 is approved and accepted.

2. For fiscal years commencing on or after July 1, 2022, or the July 1 after the effective date of this jurisdictional change, whichever is later, the property tax revenue increment generated from the area within Tract 60259, Tax Rate Area 09142 shall be allocated to the affected agencies as indicated on the Property Tax Transfer Resolution Worksheet.

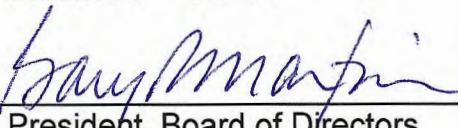
3. No transfer of property tax revenues other than those specified in Paragraph 2 shall be made as a result of the annexation of Tract 60259.

4. If at any time after the effective date of this resolution, the calculations used herein to determine initial property tax transfers or the data used to perform those calculations are found to be incorrect, thus, producing an improper or inaccurate property tax transfer, the property tax transfer shall be recalculated and the corrected transfer shall be implemented for the next fiscal year

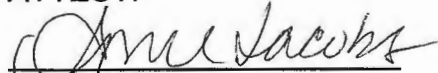
PASSED, APPROVED, AND ADOPTED this 1st day of March 2022, by the following vote:

Directors Armitage, Atkins, Braunstein, Colley, Cooper, Ford, Gladbach, Kelly,  
AYES: Martin, Mortensen, Orzechowski and Plambeck  
NOES: None.  
ABSENT: None.  
ABSTAIN: None.

SANTA CLARITA VALLEY WATER  
AGENCY – CLWA

By   
President, Board of Directors

ATTEST:

  
Secretary

March 1, 2022  
Date





**RESOLUTION NO. SCV-259**

**JOINT RESOLUTION OF  
THE BOARD OF SUPERVISORS OF THE COUNTY OF LOS ANGELES,  
THE BOARD OF TRUSTEES OF THE GREATER LOS ANGELES COUNTY VECTOR  
CONTROL DISTRICT, THE BOARD OF DIRECTORS OF THE SANTA CLARITA  
VALLEY WATER AGENCY APPROVING AND ACCEPTING THE  
NEGOTIATED EXCHANGE OF PROPERTY TAX REVENUES  
RESULTING FROM ANNEXATION OF TRACT 60259  
TO COUNTY LIGHTING MAINTENANCE DISTRICT 1687**

WHEREAS, pursuant to Section 99.01 of the California Revenue and Taxation Code, prior to the effective date of any jurisdictional change that will result in a special district providing one or more services to an area where those services have not previously been provided by any local agency, the special district and each local agency that receives an apportionment of property tax revenue from the area must negotiate an exchange of property tax increment generated in the area subject to the jurisdictional change and attributable to those local agencies; and

WHEREAS, the Board of Supervisors of the County of Los Angeles, acting on behalf of the County Lighting Maintenance District (CLMD) 1687, Los Angeles County General Fund, Los Angeles County Public Library, Los Angeles County Road Maintenance District 5, the Consolidated Fire Protection District of Los Angeles County, Los Angeles County Flood Control Drainage Improvement Maintenance District, and Los Angeles County Flood Control District; the Board of Trustees of the Greater Los Angeles County Vector Control District; and the Board of Directors of the Santa Clarita Valley Water Agency (CLWA, NCW, NCE02S, and NCW02W) have determined that the amount of property tax revenue to be exchanged between their respective agencies as a result of the annexation proposal identified as Tract 60259 to CLMD 1687 is as shown on the attached Property Tax Transfer Resolution Worksheet.

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NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

1. The negotiated exchange of property tax revenues between CLMD 1687, Los Angeles County General Fund, Los Angeles County Public Library, Los Angeles County Road District 5, the Consolidated Fire Protection District of Los Angeles County, Los Angeles County Flood Control Drainage Improvement Maintenance District, Los Angeles County Flood Control District, the Greater Los Angeles County Vector Control District, and the Santa Clarita Valley Water Agency (CLWA, NCW, NCE02S, and NCW02W) resulting from the annexation of Tract 60259 to County Lighting Maintenance District 1687 is approved and accepted.

2. For fiscal years commencing on or after July 1, 2022, or the July 1 after the effective date of this jurisdictional change, whichever is later, the property tax revenue increment generated from the area within Tract 60259, Tax Rate Areas 09142 shall be allocated to the affected agencies as indicated on the Property Tax Transfer Resolution Worksheet.

3. No transfer of property tax revenues other than those specified in Paragraph 2 shall be made as a result of the annexation of Tract 60259.

4. If at any time after the effective date of this resolution, the calculations used herein to determine initial property tax transfers or the data used to perform those calculations are found to be incorrect, thus, producing an improper or inaccurate property tax transfer, the property tax transfer shall be recalculated and the corrected transfer shall be implemented for the next fiscal year

PASSED, APPROVED, AND ADOPTED this 1st day of March 2022, by the following vote:

Directors Armitage, Atkins, Braunstein, Colley, Cooper, Ford, Gladbach, Kelly,  
AYES: Martin, Mortensen, Orzechowski and Plambeck  
NOES: None.  
ABSENT: None.  
ABSTAIN: None.

SANTA CLARITA VALLEY WATER  
AGENCY- NCW

By *Gary Martin*  
President, Board of Directors

ATTEST:

*April Vawter*  
Secretary

March 1, 2022  
Date





**RESOLUTION NO. SCV-260**

**JOINT RESOLUTION OF  
THE BOARD OF SUPERVISORS OF THE COUNTY OF LOS ANGELES,  
THE BOARD OF TRUSTEES OF THE GREATER LOS ANGELES COUNTY VECTOR  
CONTROL DISTRICT, THE BOARD OF DIRECTORS OF THE SANTA CLARITA  
VALLEY WATER AGENCY APPROVING AND ACCEPTING THE  
NEGOTIATED EXCHANGE OF PROPERTY TAX REVENUES  
RESULTING FROM ANNEXATION OF TRACT 60259  
TO COUNTY LIGHTING MAINTENANCE DISTRICT 1687**

WHEREAS, pursuant to Section 99.01 of the California Revenue and Taxation Code, prior to the effective date of any jurisdictional change that will result in a special district providing one or more services to an area where those services have not previously been provided by any local agency, the special district and each local agency that receives an apportionment of property tax revenue from the area must negotiate an exchange of property tax increment generated in the area subject to the jurisdictional change and attributable to those local agencies; and

WHEREAS, the Board of Supervisors of the County of Los Angeles, acting on behalf of the County Lighting Maintenance District (CLMD) 1687, Los Angeles County General Fund, Los Angeles County Public Library, Los Angeles County Road Maintenance District 5, the Consolidated Fire Protection District of Los Angeles County, Los Angeles County Flood Control Drainage Improvement Maintenance District, and Los Angeles County Flood Control District; the Board of Trustees of the Greater Los Angeles County Vector Control District; and the Board of Directors of the Santa Clarita Valley Water Agency (CLWA, NCW, NCE02S, and NCW02W) have determined that the amount of property tax revenue to be exchanged between their respective agencies as a result of the annexation proposal identified as Tract 60259 to CLMD 1687 is as shown on the attached Property Tax Transfer Resolution Worksheet.

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NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

1. The negotiated exchange of property tax revenues between CLMD 1687, Los Angeles County General Fund, Los Angeles County Public Library, Los Angeles County Road District 5, the Consolidated Fire Protection District of Los Angeles County, Los Angeles County Flood Control Drainage Improvement Maintenance District, Los Angeles County Flood Control District, the Greater Los Angeles County Vector Control District, and the Santa Clarita Valley Water Agency (CLWA, NCW, NCW02S, and NCW02W) resulting from the annexation of Tract 60259 to County Lighting Maintenance District 1687 is approved and accepted.

2. For fiscal years commencing on or after July 1, 2022, or the July 1 after the effective date of this jurisdictional change, whichever is later, the property tax revenue increment generated from the area within Tract 60259, Tax Rate Area 09142 shall be allocated to the affected agencies as indicated on the Property Tax Transfer Resolution Worksheet.

3. No transfer of property tax revenues other than those specified in Paragraph 2 shall be made as a result of the annexation of Tract 60259.

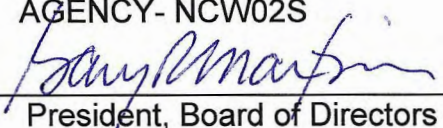
4. If at any time after the effective date of this resolution, the calculations used herein to determine initial property tax transfers or the data used to perform those calculations are found to be incorrect, thus, producing an improper or inaccurate property tax transfer, the property tax transfer shall be recalculated and the corrected transfer shall be implemented for the next fiscal year

PASSED, APPROVED, AND ADOPTED this 1st day of March 2022, by the following vote:

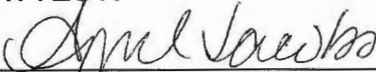
Directors Armitage, Atkins, Braunstein, Colley, Cooper, Ford, Gladbach, Kelly, Martin,  
AYES: Mortensen, Orzechowski and Plambeck  
NOES: None.  
ABSENT: None.  
ABSTAIN: None.

SANTA CLARITA VALLEY WATER  
AGENCY- NCW02S

By

  
President, Board of Directors

ATTEST:

  
Secretary

March 1, 2022  
Date





**RESOLUTION NO. SCV-261**

**JOINT RESOLUTION OF  
THE BOARD OF SUPERVISORS OF THE COUNTY OF LOS ANGELES,  
THE BOARD OF TRUSTEES OF THE GREATER LOS ANGELES COUNTY VECTOR  
CONTROL DISTRICT, THE BOARD OF DIRECTORS OF THE SANTA CLARITA  
VALLEY WATER AGENCY APPROVING AND ACCEPTING THE  
NEGOTIATED EXCHANGE OF PROPERTY TAX REVENUES  
RESULTING FROM ANNEXATION OF TRACT 60259  
TO COUNTY LIGHTING MAINTENANCE DISTRICT 1687**

WHEREAS, pursuant to Section 99.01 of the California Revenue and Taxation Code, prior to the effective date of any jurisdictional change that will result in a special district providing one or more services to an area where those services have not previously been provided by any local agency, the special district and each local agency that receives an apportionment of property tax revenue from the area must negotiate an exchange of property tax increment generated in the area subject to the jurisdictional change and attributable to those local agencies; and

WHEREAS, the Board of Supervisors of the County of Los Angeles, acting on behalf of the County Lighting Maintenance District (CLMD) 1687, Los Angeles County General Fund, Los Angeles County Public Library, Los Angeles County Road Maintenance District 5, the Consolidated Fire Protection District of Los Angeles County, Los Angeles County Flood Control Drainage Improvement Maintenance District, and Los Angeles County Flood Control District; the Board of Trustees of the Greater Los Angeles County Vector Control District; and the Board of Directors of the Santa Clarita Valley Water Agency (CLWA, NCW, NCW02S, and NCW02W) have determined that the amount of property tax revenue to be exchanged between their respective agencies as a result of the annexation proposal identified as Tract 60259 to CLMD 1687 is as shown on the attached Property Tax Transfer Resolution Worksheet.

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NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

1. The negotiated exchange of property tax revenues between CLMD 1687, Los Angeles County General Fund, Los Angeles County Public Library, Los Angeles County Road District 5, the Consolidated Fire Protection District of Los Angeles County, Los Angeles County Flood Control Drainage Improvement Maintenance District, Los Angeles County Flood Control District, the Greater Los Angeles County Vector Control District, and the Santa Clarita Valley Water Agency (CLWA, NCW, NCW02S, and NCW02W) resulting from the annexation of Tract 60259 to County Lighting Maintenance District 1687 is approved and accepted.

2. For fiscal years commencing on or after July 1, 2022, or the July 1 after the effective date of this jurisdictional change, whichever is later, the property tax revenue increment generated from the area within Tract 60259, Tax Rate Area 09142 shall be allocated to the affected agencies as indicated on the Property Tax Transfer Resolution Worksheet.

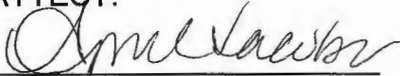
3. No transfer of property tax revenues other than those specified in Paragraph 2 shall be made as a result of the annexation of Tract 60259.

4. If at any time after the effective date of this resolution, the calculations used herein to determine initial property tax transfers or the data used to perform those calculations are found to be incorrect, thus, producing an improper or inaccurate property tax transfer, the property tax transfer shall be recalculated and the corrected transfer shall be implemented for the next fiscal year

PASSED, APPROVED, AND ADOPTED this 1st day of March 2022,  
by the following vote: Directors Armitage, Atkins, Braunstein, Colley, Cooper, Ford, Gladbach, Kelly,  
AYES: Martin, Mortensen, Orzechowski and Plambeck  
NOES: None.  
ABSENT: None.  
ABSTAIN: None.

SANTA CLARITA VALLEY WATER  
AGENCY - NCW02W

By   
President, Board of Directors

ATTEST:  
  
Secretary

March 1, 2022  
Date





ANNEXATION TO: CO LIGHTING MAINT DIST NO 1687  
 ACCOUNT NUMBER: 019.40  
 TRA: 09142  
 EFFECTIVE DATE: 07/01/2021  
 ANNEXATION NUMBER: TR 60259 PROJECT NAME: TRACT 60259  
 DISTRICT SHARE: 0.021387834

ACCOUNT #	TAXING AGENCY	CURRENT TAX SHARE	PERCENT	PROPOSED DIST SHARE	ALLOCATED SHARE	ADJUSTMENTS	NET SHARE
001.05	LOS ANGELES COUNTY GENERAL	0.181560218	18.1574 %	0.021387834	0.003883191	-0.003974945	0.177585273
001.20	L.A. COUNTY ACCUM CAP OUTLAY	0.000117520	0.0117 %	0.021387834	0.000002513	0.000000000	0.000117520
003.01	L A COUNTY LIBRARY	0.025304385	2.5304 %	0.021387834	0.000541205	-0.000541205	0.024763180
005.25	ROAD DIST # 5	0.006707708	0.6707 %	0.021387834	0.000143463	-0.000143463	0.006564245
007.30	CONSOL. FIRE PRO.DIST.OF L.A.CO.	0.185810671	18.5810 %	0.021387834	0.003974087	-0.003974087	0.181836584
007.31	L A C FIRE-FFW	0.004172531	0.4172 %	0.021387834	0.000089241	0.000000000	0.004172531
030.10	L.A.CO.FL.CON.DR.IMP.DIST.MAINT.	0.001908680	0.1908 %	0.021387834	0.000040822	-0.000040822	0.001867858
030.70	LA CO FLOOD CONTROL MAINT	0.010823529	1.0823 %	0.021387834	0.000231491	-0.000231491	0.010592038
061.80	GREATER L A CO VECTOR CONTROL	0.000322714	0.0322 %	0.021387834	0.000006902	-0.000006902	0.000315812
068.05	ANTELOPE VY RESOURCE CONSER DIST	0.000000000	0.0000 %	0.021387834	0.000000000	0.000000000	0.000000000
302.01	SANTA CLARITA VALLEY WATER-CLWA	0.061038339	6.1038 %	0.021387834	0.001305477	-0.001305477	0.059732862
309.01	SANTA CLARITA VALLEY WATER-NCW	0.001295737	0.1295 %	0.021387834	0.000027713	-0.000027713	0.001268024
309.02	STA CLRTA VALLEY WTR-NCW02S	0.024497968	2.4497 %	0.021387834	0.000523958	-0.000523958	0.023974010
309.03	STA CLRTA VALLEY WTR-NCW02W	0.021533616	2.1533 %	0.021387834	0.000460557	-0.000460557	0.021073059
400.00	EDUCATIONAL REV AUGMENTATION FD	0.066692841	6.6692 %	0.021387834	0.001426415	EXEMPT	0.066692841
400.01	EDUCATIONAL AUG FD IMPOUND	0.131877650	13.1877 %	0.021387834	0.002820577	EXEMPT	0.131877650
400.15	COUNTY SCHOOL SERVICES	0.001509686	0.1509 %	0.021387834	0.000032288	EXEMPT	0.001509686
400.21	CHILDREN'S INSTIL TUITION FUND	0.002992253	0.2992 %	0.021387834	0.000063997	EXEMPT	0.002992253
665.01	SULPHUR SPRINGS UNION SCHOOL DIS	0.091792549	9.1792 %	0.021387834	0.001963243	EXEMPT	0.091792549



ANNEXATION NUMBER: TR 60259

PROJECT NAME: TRACT 60259

TRA: 09142

ACCOUNT #	TAXING AGENCY	CURRENT TAX SHARE	PERCENT	PROPOSED DIST SHARE	ALLOCATED SHARE	ADJUSTMENTS	NET SHARE
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665.06	CO.SCH.SERV.FD.- SULPHUR SPRINGS	0.007873873	0.7873 %	0.021387834	0.000168405	EXEMPT	0.007873873
665.07	DEV.CTR.HDCPD-MINOR-SULPHUR SPGS	0.000867844	0.0867 %	0.021387834	0.000018561	EXEMPT	0.000867844
757.02	HART WILLIAM S UNION HIGH	0.086097325	8.6097 %	0.021387834	0.001841435	EXEMPT	0.086097325
757.06	CO.SCH.SERV.FD.- HART,WILLIAM S.	0.000361602	0.0361 %	0.021387834	0.000007733	EXEMPT	0.000361602
757.07	HART,WILLIAM S.-ELEM SCHOOL FUND	0.045299632	4.5299 %	0.021387834	0.000968861	EXEMPT	0.045299632
814.04	SANTA CLARITA COMMUNITY COLLEGE	0.039541129	3.9541 %	0.021387834	0.000845699	EXEMPT	0.039541129
***019.40	CO LIGHTING MAINT DIST NO 1687	0.000000000	0.0000 %	0.021387834	0.000000000	0.000000000	0.011230620
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	TOTAL:	1.000000000	100.0000 %		0.021387834	-0.011230620	1.000000000



**RESOLUTION NO. SCV-262**

**JOINT RESOLUTION OF  
THE BOARD OF SUPERVISORS OF THE COUNTY OF LOS ANGELES,  
THE BOARD OF TRUSTEES OF THE GREATER LOS ANGELES COUNTY VECTOR  
CONTROL DISTRICT, THE BOARD OF DIRECTORS OF THE SANTA CLARITA  
VALLEY WATER AGENCY APPROVING AND ACCEPTING THE  
NEGOTIATED EXCHANGE OF PROPERTY TAX REVENUES  
RESULTING FROM ANNEXATION OF TRACT 60259  
TO COUNTY LIGHTING MAINTENANCE DISTRICT 1687**

WHEREAS, pursuant to Section 99.01 of the California Revenue and Taxation Code, prior to the effective date of any jurisdictional change that will result in a special district providing one or more services to an area where those services have not previously been provided by any local agency, the special district and each local agency that receives an apportionment of property tax revenue from the area must negotiate an exchange of property tax increment generated in the area subject to the jurisdictional change and attributable to those local agencies; and

WHEREAS, the Board of Supervisors of the County of Los Angeles, acting on behalf of the County Lighting Maintenance District (CLMD) 1687, Los Angeles County General Fund, Los Angeles County Public Library, Los Angeles County Road Maintenance District 5, the Consolidated Fire Protection District of Los Angeles County, Los Angeles County Flood Control Drainage Improvement Maintenance District, and Los Angeles County Flood Control District; the Board of Trustees of the Greater Los Angeles County Vector Control District; and the Board of Directors of the Santa Clarita Valley Water Agency (CLWA and NCW) have determined that the amount of property tax revenue to be exchanged between their respective agencies as a result of the annexation proposal identified as Tract 60259 to CLMD 1687 is as shown on the attached Property Tax Transfer Resolution Worksheet.

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NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

1. The negotiated exchange of property tax revenues between CLMD 1687, Los Angeles County General Fund, Los Angeles County Public Library, Los Angeles County Road District 5, the Consolidated Fire Protection District of Los Angeles County, Los Angeles County Flood Control Drainage Improvement Maintenance District, Los Angeles County Flood Control District, the Greater Los Angeles County Vector Control District, and the Santa Clarita Valley Water Agency (CLWA and NCW) resulting from the annexation of Tract 60259 to County Lighting Maintenance District 1687 is approved and accepted.

2. For fiscal years commencing on or after July 1, 2022, or the July 1 after the effective date of this jurisdictional change, whichever is later, the property tax revenue increment generated from the area within Tract 60259, Tax Rate Area 10683 shall be allocated to the affected agencies as indicated on the Property Tax Transfer Resolution Worksheet.

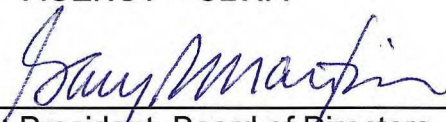
3. No transfer of property tax revenues other than those specified in Paragraph 2 shall be made as a result of the annexation of Tract 60259.

4. If at any time after the effective date of this resolution, the calculations used herein to determine initial property tax transfers or the data used to perform those calculations are found to be incorrect, thus, producing an improper or inaccurate property tax transfer, the property tax transfer shall be recalculated and the corrected transfer shall be implemented for the next fiscal year

PASSED, APPROVED, AND ADOPTED this 1st day of March 2022, by the following vote:

Directors Armitage, Atkins, Braunstein, Colley, Cooper, Ford, Gladbach, Kelly,  
AYES: Martin, Mortensen, Orzechowski and Plambeck  
NOES: None.  
ABSENT: None.  
ABSTAIN: None.

SANTA CLARITA VALLEY WATER  
AGENCY – CLWA

By   
President, Board of Directors

ATTEST:

  
Secretary

March 1, 2022  
Date





**RESOLUTION NO. SCV-263**

**JOINT RESOLUTION OF  
THE BOARD OF SUPERVISORS OF THE COUNTY OF LOS ANGELES,  
THE BOARD OF TRUSTEES OF THE GREATER LOS ANGELES COUNTY VECTOR  
CONTROL DISTRICT, THE BOARD OF DIRECTORS OF THE SANTA CLARITA  
VALLEY WATER AGENCY APPROVING AND ACCEPTING THE  
NEGOTIATED EXCHANGE OF PROPERTY TAX REVENUES  
RESULTING FROM ANNEXATION OF TRACT 60259  
TO COUNTY LIGHTING MAINTENANCE DISTRICT 1687**

WHEREAS, pursuant to Section 99.01 of the California Revenue and Taxation Code, prior to the effective date of any jurisdictional change that will result in a special district providing one or more services to an area where those services have not previously been provided by any local agency, the special district and each local agency that receives an apportionment of property tax revenue from the area must negotiate an exchange of property tax increment generated in the area subject to the jurisdictional change and attributable to those local agencies; and

WHEREAS, the Board of Supervisors of the County of Los Angeles, acting on behalf of the County Lighting Maintenance District (CLMD) 1687, Los Angeles County General Fund, Los Angeles County Public Library, Los Angeles County Road Maintenance District 5, the Consolidated Fire Protection District of Los Angeles County, Los Angeles County Flood Control Drainage Improvement Maintenance District, and Los Angeles County Flood Control District; the Board of Trustees of the Greater Los Angeles County Vector Control District; and the Board of Directors of the Santa Clarita Valley Water Agency (CLWA and NCW) have determined that the amount of property tax revenue to be exchanged between their respective agencies as a result of the annexation proposal identified as Tract 60259 to CLMD 1687 is as shown on the attached Property Tax Transfer Resolution Worksheet.

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NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

1. The negotiated exchange of property tax revenues between CLMD 1687, Los Angeles County General Fund, Los Angeles County Public Library, Los Angeles County Road District 5, the Consolidated Fire Protection District of Los Angeles County, Los Angeles County Flood Control Drainage Improvement Maintenance District, Los Angeles County Flood Control District, the Greater Los Angeles County Vector Control District, and the Santa Clarita Valley Water Agency (CLWA and NCW) resulting from the annexation of Tract 60259 to County Lighting Maintenance District 1687 is approved and accepted.

2. For fiscal years commencing on or after July 1, 2022, or the July 1 after the effective date of this jurisdictional change, whichever is later, the property tax revenue increment generated from the area within Tract 60259, Tax Rate Area 10683 shall be allocated to the affected agencies as indicated on the Property Tax Transfer Resolution Worksheet.

3. No transfer of property tax revenues other than those specified in Paragraph 2 shall be made as a result of the annexation of Tract 60259.

4. If at any time after the effective date of this resolution, the calculations used herein to determine initial property tax transfers or the data used to perform those calculations are found to be incorrect, thus, producing an improper or inaccurate property tax transfer, the property tax transfer shall be recalculated and the corrected transfer shall be implemented for the next fiscal year

PASSED, APPROVED, AND ADOPTED this 1st day of March 2022, by the following vote:

Directors Armitage, Atkins, Braunstein, Colley, Cooper, Ford, Gladbach, Kelly,  
AYES: Martin, Mortensen, Orzechowski and Plambeck  
NOES: None.  
ABSENT: None.  
ABSTAIN: None

SANTA CLARITA VALLEY WATER  
AGENCY- NCW

By *Gay Martin*  
President, Board of Directors

ATTEST:

*April Jacobs*  
Secretary

March 1, 2022  
Date





ANNEXATION TO: CO LIGHTING MAINT DIST NO 1687  
 ACCOUNT NUMBER: 019.40  
 TRA: 10683  
 EFFECTIVE DATE: 07/01/2021  
 ANNEXATION NUMBER: TR 60259 PROJECT NAME: TRACT 60259  
 DISTRICT SHARE: 0.021387834

ACCOUNT #	TAXING AGENCY	CURRENT TAX SHARE	PERCENT	PROPOSED DIST SHARE	ALLOCATED SHARE	ADJUSTMENTS	NET SHARE
001.05	LOS ANGELES COUNTY GENERAL	0.216780709	21.6792 %	0.021387834	0.004636480	-0.004745785	0.212034924
001.20	L.A. COUNTY ACCUM CAP OUTLAY	0.000130034	0.0130 %	0.021387834	0.000002781	0.000000000	0.000130034
003.01	L A COUNTY LIBRARY	0.027353154	2.7353 %	0.021387834	0.000585024	-0.000585024	0.026768130
005.25	ROAD DIST # 5	0.007149438	0.7149 %	0.021387834	0.000152910	-0.000152910	0.006996528
007.30	CONSOL. FIRE PRO.DIST.OF L.A.CO.	0.185810671	18.5810 %	0.021387834	0.003974087	-0.003974087	0.181836584
007.31	L A C FIRE-FFW	0.004980607	0.4980 %	0.021387834	0.000106524	0.000000000	0.004980607
030.10	L.A.CO.FL.CON.DR.IMP.DIST.MAINT.	0.002101702	0.2101 %	0.021387834	0.000044950	-0.000044950	0.002056752
030.70	LA CO FLOOD CONTROL MAINT	0.011896725	1.1896 %	0.021387834	0.000254445	-0.000254445	0.011642280
061.80	GREATER L A CO VECTOR CONTROL	0.000322714	0.0322 %	0.021387834	0.000006902	-0.000006902	0.000315812
068.05	ANTELOPE VY RESOURCE CONSER DIST	0.000000000	0.0000 %	0.021387834	0.000000000	0.000000000	0.000000000
302.01	SANTA CLARITA VALLEY WATER-CLWA	0.065080983	6.5080 %	0.021387834	0.001391941	-0.001391941	0.063689042
309.01	SANTA CLARITA VALLEY WATER-NCW	0.001455483	0.1455 %	0.021387834	0.000031129	-0.000031129	0.001424354
400.00	EDUCATIONAL REV AUGMENTATION FD	0.050447601	5.0447 %	0.021387834	0.001078964	EXEMPT	0.050447601
400.01	EDUCATIONAL AUG FD IMPOUND	0.131877650	13.1877 %	0.021387834	0.002820577	EXEMPT	0.131877650
400.15	COUNTY SCHOOL SERVICES	0.001608255	0.1608 %	0.021387834	0.000034397	EXEMPT	0.001608255
400.21	CHILDREN'S INSTIL TUITION FUND	0.003190749	0.3190 %	0.021387834	0.000068243	EXEMPT	0.003190749
665.01	SULPHUR SPRINGS UNION SCHOOL DIS	0.097863142	9.7863 %	0.021387834	0.002093080	EXEMPT	0.097863142
665.06	CO.SCH.SERV.FD.- SULPHUR SPRINGS	0.008390898	0.8390 %	0.021387834	0.000179463	EXEMPT	0.008390898
665.07	DEV.CTR.HDCPD-MINOR-SULPHUR SPGS	0.000927415	0.0927 %	0.021387834	0.000019835	EXEMPT	0.000927415



ANNEXATION NUMBER: TR 60259

PROJECT NAME: TRACT 60259

TRA: 10683

ACCOUNT #	TAXING AGENCY	CURRENT TAX SHARE	PERCENT	PROPOSED DIST SHARE	ALLOCATED SHARE	ADJUSTMENTS	NET SHARE
757.02	HART WILLIAM S UNION HIGH	0.091793236	9.1793 %	0.021387834	0.001963258	EXEMPT	0.091793236
757.06	CO.SCH.SERV.FD.- HART,WILLIAM S.	0.000382743	0.0382 %	0.021387834	0.000008186	EXEMPT	0.000382743
757.07	HART,WILLIAM S.-ELEM SCHOOL FUND	0.048299187	4.8299 %	0.021387834	0.001033014	EXEMPT	0.048299187
814.04	SANTA CLARITA COMMUNITY COLLEGE	0.042156904	4.2156 %	0.021387834	0.000901644	EXEMPT	0.042156904
***019.40	CO LIGHTING MAINT DIST NO 1687	0.000000000	0.0000 %	0.021387834	0.000000000	0.000000000	0.011187173
TOTAL:		1.000000000	100.0000 %		0.021387834	-0.011187173	1.000000000



The foregoing resolution was adopted on the \_\_\_\_\_ day of \_\_\_\_\_, 2022, by the Board of Supervisors of the County of Los Angeles and ex-officio the governing body of all other special assessment and taxing district, agencies, and authorities for which said Board so acts.

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

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

APPROVED AS TO FORM:

DAWYN R. HARRISON  
Acting County Counsel

By: Talin Halabi  
Deputy



# BOARD LETTER/MEMO CLUSTER FACT SHEET

☒ Board Letter

☐ Board Memo

☐ Other

<b>CLUSTER AGENDA REVIEW DATE</b>	8/31/2022				
<b>BOARD MEETING DATE</b>	9/13/2022				
<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 checked="" type="checkbox"/> 4 <sup>th</sup> <input type="checkbox"/> 5 <sup>th</sup>				
<b>DEPARTMENT(S)</b>	Public Works				
<b>SUBJECT</b>	Construction Contract for East Los Angeles Community Roadway Improvement Project				
<b>PROGRAM</b>	Transportation Improvement Program				
<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>	There is urgency to award the construction contract as soon as possible as the bidders are not obligated to honor their bid price beyond 90 days after bid opening.				
<b>COST &amp; FUNDING</b>	Total cost: \$16,600,000	Funding source: Federal Surface Transportation Block Grant and First Supervisorial District's Transportation Improvement Program Proposition C Local Return Funds			
	TERMS (if applicable): N/A				
	Explanation: N/A				
<b>PURPOSE OF REQUEST</b>	Board approval to award a construction contract for the East Los Angeles Community Roadway Improvement Project in the Cities of Commerce and Montebello and in the unincorporated community of East Los Angeles to Palp Inc., dba Excel Paving Company.				
<b>BACKGROUND (include internal/external issues that may exist including any related motions)</b>	On March 1, 2022, the Board approved adoption of the plans, advertising the projects, and delegating authority to the Director of Public Works to deliver the project. On April 12, 2022, four bids were received. The responsible bidder with the lowest responsive bid was Palp Inc., dba Excel Paving Company with a bid price of \$9,634,240.74, which exceeded the authority delegated to the Director of Public Works to award and execute the construction contract for the work.				
<b>EQUITY INDEX OR LENS WAS UTILIZED</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please explain how: The included improvements will support all roadway users and provide needed Americans with Disabilities Act compliance in this historically disadvantaged community.				
<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 #7: Sustainability. The project will increase the service life of the roadway pavement and construct curb ramps to make the community more livable. Board Priority #9: Poverty Alleviation. The project will require a certain percentage of the work be performed by Disadvantaged Business Enterprises.				
<b>DEPARTMENTAL CONTACTS</b>	Name, Title, Phone # and Email: Steve Burger, Deputy Director, (626) 458-4018, cell (626) 476-9847 <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

September 13, 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  
TRANSPORTATION CORE SERVICE AREA  
AWARD CONSTRUCTION CONTRACT  
EAST LOS ANGELES COMMUNITY ROADWAY IMPROVEMENT  
PROJECT ID NO. RDC0016147  
IN THE CITIES OF COMMERCE AND MONTEBELLO AND  
THE UNINCORPORATED COMMUNITY OF EAST LOS ANGELES  
(SUPERVISORIAL DISTRICTS 1 AND 4)  
(3 VOTES)**

**SUBJECT**

Public Works is seeking Board approval to award a construction contract to Palp Inc., dba Excel Paving Company for the East Los Angeles Community Roadway Improvement Project in the Cities of Commerce and Montebello and the unincorporated community of East Los Angeles.

**IT IS RECOMMENDED THAT THE BOARD:**

1. Find that the recommended actions are within the scope of a previous exemption from the California Environmental Quality Act for the reasons stated in this Board letter and in the record of the project.



2. Award and authorize the Director of Public Works or his designee to execute a construction contract to Palp Inc., dba Excel Paving Company in the amount of \$9,634,240.74 and establish the effective date following receipt of approved Faithful Performance and Labor and Material Bonds and insurance certificate filed by the contractor for Project ID No. RDC0016147, East Los Angeles Community Roadway Improvement Project.

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

Approval of the recommended actions will find that the project is exempt from the California Environmental Quality Act (CEQA), award the contract to Palp Inc., dba Excel Paving Company, and allow Public Works to execute a construction contract to construct the East Los Angeles Community Roadway Improvement Project in the Cities of Commerce and Montebello and in the unincorporated community of East Los Angeles.

This project includes repair of existing facilities; resurfacing of pavement; and reconstruction of curb ramps, sidewalk, driveways, and curb and gutter. The project will increase the service life of the roadway improvement, better motorists' rideability, and reduce wear and tear on vehicles.

On March 1, 2022, the Board approved the project, adopted the plans and specifications, instructed the Executive Officer of the Board of Supervisors to advertise the project, and delegated certain authorities to the Director of Public Works to deliver the project, including the authority to award the project and execute a contract with the responsible contractor with the lowest responsive bid within or less than the estimated cost range of \$6,000,000 and \$9,000,000.

On April 12, 2022, four bids were received (see Enclosure). Palp Inc., dba Excel Paving Company was the apparent lowest responsive and responsible bidder with a bid price of \$9,634,240.74. This bid price exceeded the Director of Public Works' authority to award the project and represents a price 44 percent higher than the construction cost estimate, which was based on historical average contract prices for similar items of work. A review of the estimate indicates prices of several items were below current market prices. Re-advertising the project will result in increased contract administration costs and delay construction with no guarantee that lower bids will be received. Public Works believes the bid price submitted by Palp Inc., dba Excel Paving Company is reasonable and recommends awarding them the contract.



It is anticipated the work will start in December 2022 and be completed in February 2024.

### **Implementation of Strategic Plan Goals**

These recommendations support the County Strategic Plan: Strategy III.3, Pursue Operational Effectiveness, Fiscal Responsibility, and Accountability, Objective III.3.2, Manage and Maximize County Assets, by supporting ongoing efforts to manage and improve public infrastructure assets.

### **FISCAL IMPACT/FINANCING**

There will be no impact to the County General Fund.

The revised construction contract cost in the amount of \$9,634,240.74 represents the lowest bid received and reflects an increase of \$634,240.74 from the original estimated range of \$6,000,000 to \$9,000,000. The revised total project cost is estimated to be \$16,600,000.

Portions of the project are in the Cities of Commerce and Montebello. The cities will finance their jurisdictional shares of the project cost estimated to be \$87,000 and \$30,000, respectively, under Service Requests.

This project will be administered under the Federal Surface Transportation Block Grant Program, formerly known as Surface Transportation Program, covered by Agreement No. 78542 with the State of California. Under this program, Federal-aid funds allocated to local agencies are used to finance a portion of the construction cost of qualifying projects. Approximately \$8,150,000 in Federal-aid funds have been allocated to this project. The remaining project cost of \$8,333,000 is funded with the First Supervisorial District's Transportation Improvement Program Proposition C Local Return funds.

Funding for the project is included in the Road Fund (B03 - Capital Assets - Infrastructure and Services and Supplies), and First and Fourth Supervisorial Districts' Transportation Improvement Programs in the Proposition C Local Return Fund (CN9 - Capital Assets - Infrastructure and Services and Supplies) Fiscal Year 2022-23 Budgets.



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

The contract award will comply with applicable Federal and State requirements and Board policies and mandates. The contract documents will require the contractor to comply with these same requirements, policies, and mandates. The construction contract will be in the form previously reviewed and approved as to form by County Counsel.

Documents related to award of this contract will be available at Los Angeles County Public Works, Project Management Division III, 900 South Fremont Avenue, 8th Floor, Alhambra, CA 91803.

## **ENVIRONMENTAL DOCUMENTATION**

On March 1, 2022, the Board approved an exemption pursuant to Section 15301 (c) and 15303 (e) of the State CEQA Guidelines and Class 1 (x) Subsections 2, 4, 9, 14, 19, and 22 and Class 3 (b) of the County's Environmental Document Reporting Procedures and Guidelines, Appendix G. The recommendations are within the scope of the previously approved exemptions from CEQA, as there is no change in the project scope.

## **CONTRACTING PROCESS**

The contract was solicited on an open-competitive basis in accordance with the provisions of the State Public Contract Code.

To increase contractor awareness of Public Works' program to contract work out to the private sector, this project was listed on both the County's "Doing Business with the County" and "Do Business with Public Works" websites for open bids:

<https://lacounty.gov/business/doing-business-with-la-county>

<http://pw.lacounty.gov/general/contracts/opportunities>

Public Works received and publicly opened four bids on the solicitation for the advertised project. The responsible contractor with the lowest responsive bid identified in the enclosure was not a certified Local Small Business Enterprise or a certified Community Business Enterprise.



The Honorable Board of Supervisors  
September 13, 2022  
Page 5

As required by Board Policy No. 5.140, information such as defaulted contracts with the County, complaints filed with the Contractors State License Board, labor violations, and debarment actions was considered before making the recommendation to award to Palp Inc., dba Excel Paving Company.

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

When the project is completed, it will have a positive impact by increasing the service life of the roadway pavement, improving motorists' rideability, and reducing wear and tear on vehicles.

**CONCLUSION**

Please return an adopted copy of this letter to Public Works, Project Management Division III.

Respectfully submitted,

MARK PESTRELLA, PE  
Director

MP:RLG:dw

Enclosure

c: Chief Executive Office (Chia-Ann Yen)  
County Counsel  
Executive Office  
Internal Services Department (Countywide Contract Compliance)



**CONSTRUCTION CONTRACT  
TRANSPORTATION CORE SERVICE AREA  
AWARD CONSTRUCTION CONTRACT  
EAST LOS ANGELES COMMUNITY ROADWAY IMPROVEMENT  
PROJECT ID NO. RDC0016147  
IN THE CITIES OF COMMERCE AND MONTEBELLO AND  
THE UNINCORPORATED COMMUNITY OF EAST LOS ANGELES  
(SUPERVISORIAL DISTRICTS 1 AND 4)  
(3 VOTES)**

BID OPENING DATE: April 12, 2022

BID SUMMARY:

<u>Bidder</u>	<u>Bid Amount</u>	<u>Local Small Business Enterprise Certified</u>	<u>Certified Business Enterprise Certified</u>	<u>Disabled Veterans Business Enterprise Certified</u>
1. Palp Inc., dba Excel Paving Company P.O. Box 16405 2230 Lemon Avenue Long Beach, CA 90806	\$9,634,240.74	No	No	No
2. Toro Enterprises, Inc. 2101 Ventura Boulevard Oxnard, CA 93036	\$9,692,759.07	No	No	No
3. Sully-Miller Contracting Company 135 South State College Boulevard Brea, CA 92821	\$9,780,000.00	No	No	No
4. All American Asphalt 400 East 6th Street Corona, CA	\$9,984,768.53	No	No	No



# BOARD LETTER/MEMO CLUSTER FACT SHEET

☒ Board Letter

☐ Board Memo

☐ Other

<b>CLUSTER AGENDA REVIEW DATE</b>	8/31/2022		
<b>BOARD MEETING DATE</b>	9/13/2022		
<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>	On-Call Project Management/Construction Management and Related Services		
<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>	None		
<b>COST &amp; FUNDING</b>	Total cost:	Funding source:	
	\$110,000,000	Appropriate capital, refurbishment, infrastructure, various Public Works Funds, or various operating and special funds	
	TERMS (if applicable):		
	These consultant services agreements will be for a 3-year term plus two 1-year extension options		
	Explanation:		
<b>PURPOSE OF REQUEST</b>	Approval of the recommended actions will award and authorize Public Works to execute 11 consultant services agreements to provide on-call and related services for various County and capital projects and find that the recommended actions in this Board letter are not a project pursuant to the California Environmental Quality Act.		
<b>BACKGROUND (include internal/external issues that may exist including any related motions)</b>	Public Works is currently managing active capital projects that are in various stages of feasibility analysis, programming, design, and construction. Public Works is requesting on-call project management/construction management and related services to ensure the availability of adequate consultant resources with the appropriate level of training and experience to execute work on schedule, within budget, and without loss of continuity.		
<b>EQUITY INDEX OR LENS WAS UTILIZED</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please explain how: As part of the County's ongoing equity efforts, this contract opportunity involved extensive community outreach to local and small business enterprises, and the contracts are being awarded in an equitable manner to large, medium, and small size firms.		
<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. 7 Sustainability. The project management/construction management contracts will support the delivery of County capital improvement and infrastructure projects to sustain and improve County facilities and services for County residents and visitors.		



<b>DEPARTMENTAL CONTACTS</b>	Name, Title, Phone # & Email:  Vincent Yu, Deputy director, (626) 458-4010, cell (626) 614-7214, <a href="mailto:vyu@pw.lacounty.gov">vyu@pw.lacounty.gov</a>
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P:\aepub\CONTRACTS\Board Letter Files\Board Letters\On-Call PMCM\PMCM - Cluster 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:

September 13, 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-RELATED CONTRACT  
CONSTRUCTION MANAGEMENT CORE SERVICE AREA  
ON-CALL PROJECT MANAGEMENT/CONSTRUCTION MANAGEMENT  
AND RELATED SERVICES  
AWARD CONSULTANT SERVICES AGREEMENTS  
(ALL SUPERVISORIAL DISTRICTS)  
(3 VOTES)**

**SUBJECT**

Public Works is seeking Board approval to execute 11 separate consultant services agreements for a not-to-exceed amount of \$10,000,000 each to provide on-call project management/construction management and related services to be utilized on various County of Los Angeles projects.

**IT IS RECOMMENDED THAT THE BOARD:**

1. Find that the recommended actions in this Board letter are not a project pursuant to the California Environmental Quality Act
2. Award and delegate authority to the Director of Public Works or his designee to execute consultant services agreements with the following: seven small-sized firms (Citadel CPM, Inc.; RW BID Construction Management, LLC; Quest Project Controls, Inc., dba CM Solutions; Alliance Planning and Management, Inc.; PMCS Group, Inc.; Simpson & Simpson Management Consulting, Inc.; and AIM Consulting Services), three medium-sized firms (Kitchell/CEM, Inc.; PMA Consultants, LLC; and Cordoba Corporation), and one large-sized firm (Arcadis U.S., Inc.) for an initial not-to-exceed contract amount of \$10,000,000



each for a 3-year term plus two 1-year extension options. These contracts will be subject to the additional extension provisions specified below.

3. Delegate authority to the Director of Public Works or his designee to authorize additional services and extend the contract expiration date for each of the 11 agreements as necessary to complete those additional services when those additional services are: (1) previously unforeseen, (2) related to a previously assigned scope of work on a given project, and (3) are necessary for the completion of that given project.
4. Delegate authority to the Director of Public Works or his designee to supplement the initial not-to-exceed amount of \$10,000,000 for each of the 11 agreements by up to 25 percent of the original contract amount based on workload requirements, which is included in the maximum amount for all contracts of \$137,500,000.
5. Delegate authority to the Director of Public Works or his designee to extend these contracts by exercising the two 1-year extension options based upon project demands and the level of satisfaction with the services provided.

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

Approval of the recommended actions will award and authorize Public Works to execute 11 consultant services agreements to provide on-call project management/construction management and related services for various County and capital projects.

These consultant services agreements will ensure that adequate resources are available to provide project management/construction management and related services for various Public Works administered projects. In addition, other County departments may occasionally require services performed under these contracts.

#### **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 contracting the contractors that have the specialized expertise to provide these services accurately, efficiently, timely, and in responsive matter.

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

Each consultant services agreement will be for a not-to-exceed contract amount of \$10,000,000 for a 3-year term plus two 1-year extension options, and the Director of Public Works or his designee may supplement each contract by up to 25 percent of the original contract amount, for a maximum not-to-exceed contract amount of \$12,500,000.



Funding to finance work orders issued for these agreements will be through the appropriate capital, refurbishment, infrastructure, or various operating and special fund(s). For capital projects and refurbishments, no work will be assigned to these consultants without the prior review and funding verification from the Chief Executive Office. For Public Works' infrastructure and maintenance projects, no work will be assigned to these consultants without the appropriate funding authorization.

Expenditures for the subject services incurred by Public Works' Internal Service Fund-Capital Project Management Program will be reimbursed through approved individual project budgets.

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

The proposed contracts will contain terms and conditions in compliance with the Chief Executive Office and the Board's requirements. The proposed contracts will also contain information technology and data ownership provisions and service level, standard indemnity, and insurance requirements required by the County. Finally, the proposed contracts will include the new Board policy provisions for compliance with the County Policy of Equity, Default Method of Payment: Direct Deposit or Electronic Funds Transfer, and Compliance with Fair Chance Employment Practices.

The term of each consultant services agreement shall commence on the date of the full execution of the contract and shall extend for a period of 3 years from such commencement date plus two 1-year extension options for a maximum contract duration of 5 years. The expiration of each of the consultant services agreements will be subject to the following condition: where services for a given project have been authorized in writing by the County but are not completed by the consultant prior to the stated expiration date, the expiration date will be automatically extended solely to allow for the completion of such services.

Enclosure A reflects the consultants' minority participation and the Community Business Enterprises participation data.

### **ENVIRONMENTAL DOCUMENTATION**

The proposed action is not a project pursuant to California Environmental Quality Act (CEQA) because it is an activity that is excluded from the definition of a project by Section 21065 of the California Public Resources Code and Section 15378(b) of the CEQA Guidelines. The proposed action to award on-call project management/construction management and related services is an administrative activity of government, which will not result in direct or indirect changes to the environment. We will return to the Board as necessary for consideration of appropriate environmental documentation pursuant to CEQA before the approval of any activities that constitute a project under CEQA.



## **CONTRACTING PROCESS**

On October 20, 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 *Los Angeles Daily Journal*, *Los Angeles Sentinel*, *La Opinión*, *Pasadena Star News*, *Press Telegram*, *Santa Monica Daily Press*, *Daily Breeze*, *The Signal*, *San Gabriel Valley Tribune*, and *World Journal*. Also, Public Works informed 1,630 Local Small Business Enterprises, 187 Disabled Veteran Business Enterprises, and 191 Social Enterprises about this business opportunity. Thirty-two firms registered on the Public Works' website for the RFP.

The RFP allowed firms to compete as primes in one of three categories: small-, medium-, or large-sized firms. Each firm was requested to certify its own-size based on number of personnel for competition with other firms in the same size category. The RFP stated that a total of ten firms would be awarded contracts as follows: seven small-sized firms (with 100 or fewer personnel), three medium-sized firms (with 1,000 or fewer personnel), one large-sized firms (with over 1,000 personnel), and that prior to contract award, the County reserved the right to increase the number of selected firms in any category or the total number of contracts. The small-sized firms evaluation produced a tie between the sixth and seventh place firms; and because the seventh-place firm was deemed highly qualified, the number of small-sized contracts was increased by one.

On December 8, 2021, 33 firms submitted proposals: 23 small-sized firms, five medium-sized firms, and five large-sized firms.

Evaluation committees, each 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, the following firms were selected without regard to race, creed, color, or gender: seven small-sized firms: (Citadel CPM, Inc.; RW BID Construction Management, LLC; Quest Project Controls, Inc., dba CM Solutions; Alliance Planning and Management, Inc.; PMCS Group, Inc.; Simpson & Simpson Management Consulting, Inc.; and AIM Consulting Services), three medium-sized firms: (Kitchell/CEM, Inc.; PMA Consultants, LLC; and Cordoba Corporation), and one large-sized firm: (Arcadis U.S., Inc.). The firms selected represent the best-qualified firms to provide the required services. Public Works negotiated a set schedule of fees with all the selected firms for performing the services that is considered fair and reasonable. This established schedule of fees will remain valid for the 3-year base term of the contracts. The 3-year contracting history for the selected firms are 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 agreements.



These agreements are exempt from the requirements of Proposition A because the services are required on a part-time and intermittent basis.

The consultant services agreements will include a cost-of-living adjustment provision in accordance with the Board Policy No. 5.070 - Multi-Year Services Contract Cost-of-Living Adjustments. This provision will be applicable to the two 1-year extension options.

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

There will be no impact on current County services or projects as a result of authorizing the recommended consultant services agreements. These agreements will provide necessary on-call project management/construction management and related services to assist various County projects in an efficient manner, enhancing the delivery of Public Works and County projects.

**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:ad

Enclosures

c: Chief Executive Office (Capital Project Program Division)  
County Counsel  
Executive Office



**PROPOSERS' UTILIZATION PARTICIPATION AND COMMUNITY BUSINESS ENTERPRISE PROGRAM INFORMATION FOR  
ON-CALL PROJECT MANAGEMENT/CONSTRUCTION MANAGEMENT, AND RELATED SERVICES**

**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	<b>Citadel CPM, Inc.</b>	x	x					
	3QC, Inc.		x					
	Berg & Associates, Inc.	x	x		x	x		
	Casamar Group, LLC.	x	x	x		x	x	
	GIS Surveyors, Inc.							
	C.P. O'Halloran Associates, Inc.						x	
	IDS Group, Inc.		x					
	Kosmont & Associates, Inc.		x	x				
	MTGL, Inc.		x	x	x	x		
	Sapphos Environmental, Inc.	x	x	x	x	x		
2	<b>Quest Project Controls, Inc., dba CM Solutions</b>	x	x		x	x		
	PADCOM Design and Construction Management Services LLC	x		x		x		
	Carollo Engineers, Inc.							
	InnoActive Group		x					
	Moran Consulting Corporation	x	x	x		x		
	Nati Soffer							
	Silveira Consulting, Inc.					x		
	Ninyo & Moore Geotechnical and Environmental Sciences Consultants			x				
	Impact Sciences, Inc.	x	x		x	x		
3	<b>PMCS Group, Inc.</b>	x	x		x	x		
	BORJ Construction Management, Inc.		x					
	CaliWorks							
	Gannett Fleming							
	Global ASR Consulting, Inc.		x	x		x		
	Leland Saylor Associates		x				x	
	Mindful Integration of Construction Services	x	x					
	Mott MacDonald Group, Inc.							
	PMA Consultants, LLC.			x				
	Twining, Consulting Inc.							



**PROPOSERS' UTILIZATION PARTICIPATION AND COMMUNITY BUSINESS ENTERPRISE PROGRAM INFORMATION FOR  
ON-CALL PROJECT MANAGEMENT/CONSTRUCTION MANAGEMENT, AND RELATED SERVICES**

	Wagner Engineering and Survey, Inc.	x		x	x	x		
<b>4</b>	<b>Simpson &amp; Simpson Management Consulting, Inc.</b>	x	x		x			
	NAC Architecture							
	Parsons Environment and Infrastructure Group, Inc. dba Parsons							
	Moore Twining Associates, Inc.							
	VCA Engineers, Inc.	x	x	x		x		
	STV Construction, Inc.							
	Prufen, LLC.		x					
	FESS Energy, Inc.							
<b>5</b>	<b>Alliance Planning and Management, Inc.</b>	x	x					
	3QC, INC		x					
	AECOM Technical Services, Inc.							
	AESCO		x		x	x		
	BAE Urban Economics, Inc.		x		x	x		
	BORJ Construction Management, Inc.		x					
	CBRE							
	FUSCOE Engineering, Inc.							
	GCC and Associates, LLC.		x			x	x	
	Integrated Engineering Management	x	x		x	x		
	Impact Sciences, Inc.		x		x			
	Kardent							
	Kitchell/CEM, Inc.							
	KPFF, Inc.							
	McCormick-Busse, Inc.	x	x		x	x		
	P2S, Inc,							
	Padilla & Associates, Inc.		x	x	x			
	Project Controls and Development, Inc.							
	Sapphos Environmental, Inc.	x	x	x	x	x		
	SWA Architects							
	Technology Plus, Inc.							



**PROPOSERS' UTILIZATION PARTICIPATION AND COMMUNITY BUSINESS ENTERPRISE PROGRAM INFORMATION FOR  
ON-CALL PROJECT MANAGEMENT/CONSTRUCTION MANAGEMENT, AND RELATED SERVICES**

	TSG Enterprises, Inc. dba The Solis Group			x	x	x		
<b>6</b>	<b>RW BID Construction Management, LLC.</b>	x	x					
	APSI Construction Management			x				
	Jacobus & Yuang, Inc.		x					
	Casamar Group, LLC.	x	x	x		x	x	
	Geotechnical Professionals, Inc.		x					
	Sirius Envirionmental							
	3QC, Inc.		x					
	Ehrlich Yanai Rhee Chaney Architects	x						
	Hahn and Associates, Inc.							
	VH Planning Design & Construction, LLC.							
	Lat 34 LLC							
<b>7</b>	<b>AIM Consulting Services</b>	x	x	x		x		
	Kal Krishnan Consulting Services, Inc.		x	x		x		
	Kitchell/CEM, Inc.							
	Cumming							
	Gafcon							
	AI Management and Inspection, Inc.	x	x		x	x		
	<b>Medium-Sized Business Category</b>							
	<b>Proposer Name</b>							
<b>1</b>	<b>Cordoba Corporation</b>			x				
	Citadel CPM, Inc.	x						
	CTI Environmental, Inc.		x			x		
	Dabri, Inc.		x					
	GCC & Associates LLC		x				x	
	Impact Sciences, Inc.	x	x		x	x		
	JCE Structural Engineering Group, Inc.	x		x		x		
	MB Professional Services, Inc.		x		x	x		
	Mott MacDonald							
	O2 Engineering, Projects & Construction Management, Inc. dba O2EPCM, Inc.	x		x	x	x		
	P2S Engineering							



**PROPOSERS' UTILIZATION PARTICIPATION AND COMMUNITY BUSINESS ENTERPRISE PROGRAM INFORMATION FOR  
ON-CALL PROJECT MANAGEMENT/CONSTRUCTION MANAGEMENT, AND RELATED SERVICES**

	SafeWork, Inc. dba SafeWorkCM				x	x		
	Touchstone Project Solutions LLC			x	x	x		
	Twining Testing & Inspection							
	Wagner Engineering & Survey, Inc.	x			x	x		
	Watearth	x			x	x		
<b>2</b>	<b>Kitchell/CEM, Inc.</b>							
	AIM Consulting Services, Inc.	x		x		x		
	Miyamoto International, Inc.			x				
	Mindful Integration of Construction Services	x						
	Element Consulting Group			x				
	TSG Enterprises, Inc. dba The Solis Group			x	x	x		
	Jensen Partners, LLC				x			



**PROPOSERS' UTILIZATION PARTICIPATION AND COMMUNITY BUSINESS ENTERPRISE PROGRAM INFORMATION FOR  
ON-CALL PROJECT MANAGEMENT/CONSTRUCTION MANAGEMENT, AND RELATED SERVICES**

	Alliance Planning & Management, Inc.	x	x	x				
	Trilogoy Strategies dba The Tsui Group,							
<b>3</b>	<b>PMA Consultants, LLC.</b>			x				
	Capstone Planning and Control, Inc.			x	x			
	Dabri, Inc.		x	x	x	x		
	Klemanowicz & Associates, Inc.	x	x					
	O2 Engineering, Projects & Construction Management, Inc. dba O2EPCM, Inc.	x	x	x	x	x		
	OCMI, Inc.		x				x	
	Program Planning Professionals, Inc. DBA Pcubed							
	PMCS Group, Inc.	x	x		x	x		
	Shannon & Wilson, Inc.							
	Stratsulting, Inc.				x			
	<b>Large-Sized Business Category</b>							
	<b>Proposer Name</b>							
<b>1</b>	<b>Arcadis U.S., Inc.</b>							
	3QC, Inc.		x				x	
	AIM Consulting Services	x		x		x		
	Alliance Planning and Management, Inc.	x						
	Borj Construction Management, Inc.		x					
	C. Camacho & Associates	x	x	x	x			
	Casamar Group LLC		x	x		x	x	
	Impact Sciences, Inc.	x	x		x			
	Ninyo & Moore Geotechnical & Environmental Sciences			x				
	O2 Engineering, Projects & Construction	x	x	x	x	x		
	PMCS Group, Inc.		x			x		
	RW BID Construction Management LLC	x						
	SafeWork, Inc. dba SafeWorkCM	x	x		x	x		
	TSG Enterprises, Inc. dba The Solis Group			x	x	x		
	Z&K Consulting, Inc.		x		x	x		

\*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 PROJECT MANAGEMENT/CONSTRUCTION MANAGEMENT, AND RELATED SERVICES**

FIRM INFORMATION*		Arcadis	Cordoba	Kitchell	PMA	AIM	Alliance
BUSINESS STRUCTURE		Corporation	Corporation	Corporation	LLC	Corporation	Corporation
CULTURAL/ETHNIC COMPOSITION		NUMBER/% OF OWNERSHIP					
OWNERS/PARTNERS	Black/African American	0	0	9%	0	0	0
	Hispanic/Latino	0	100%	9%	100%	55%	0
	Asian or Pacific Islander	0	0	9%	0	45%	0
	American Indian	0	0	0	0	0	0
	Filipino	0	0	0	0	0	0
	White	0	0	73%	0	0	100%
	<i>Female (included above)</i>	0	0	27%	0	0	51%
		NUMBER					
MANAGER	Black/African American	11	4	1	2	0	0
	Hispanic/Latino	33	28	1	14	1	0
	Asian or Pacific Islander	36	15	1	6	0	0
	American Indian	1	1	0	0	0	0
	Filipino	0	0	0	0	0	0
	White	808	49	5	58	0	0
	<i>Female (included above)</i>	219	37	5	9	1	0
STAFF	Black/African American	157	23	16	12	0	1
	Hispanic/Latino	240	102	42	19	5	1
	Asian or Pacific Islander	345	37	20	35	12	1
	American Indian	21	0	1	0	0	0
	Filipino	0	0	0	0	0	1
	White	3,167	77	147	99	4	3
	<i>Female (included above)</i>	1,476	99	71	0	10	2
Total No. of Employees		4,819	336	234	245	22	7
COUNTY CERTIFICATION							
CBE			X		X	X	
LSBE						X	X
OTHER CERTIFYING AGENCY			Supplier Clearinghouse		The City of Los Angeles	Metro	



**PROPOSERS' UTILIZATION PARTICIPATION AND COMMUNITY BUSINESS ENTERPRISE PROGRAM INFORMATION FOR  
ON-CALL PROJECT MANAGEMENT/CONSTRUCTION MANAGEMENT, AND RELATED SERVICES**

<b>FIRM INFORMATION*</b>		Citadel	CM Solutions	PMCS Group	Simpson & Simpson	RWBID	
<b>BUSINESS STRUCTURE</b>		Corporation	Corporation	Corporation	Corporation	LLC	
<b>CULTURAL/ETHNIC COMPOSITION</b>		<b>NUMBER/% OF OWNERSHIP</b>					
<b>OWNERS/PARTNERS</b>	Black/African American	0	0	0	0	0	
	Hispanic/Latino	0	0	0	0	0	
	Asian or Pacific Islander	0	0	0	0	0	
	American Indian	0	0	0	0	0	
	Filipino	0	0	0	0	0	
	White	100%	100%	100%	100%	100%	
	<i>Female (included above)</i>	0	40%	55%	52%	0	
		<b>NUMBER</b>					
<b>MANAGER</b>	Black/African American	2	1	0	0	0	
	Hispanic/Latino	3	0	3	1	0	
	Asian or Pacific Islander	7	0	4	1	0	
	American Indian	0	0	0	0	0	
	Filipino	3	0	0	0	0	
	White	22		14	4	0	
	<i>Female (included above)</i>	11	1	3	4	0	
<b>STAFF</b>	Black/African American	0	1	0	7	1	
	Hispanic/Latino	4	2	13	16	4	
	Asian or Pacific Islander	5	6	9	7	5	
	American Indian	0	0	0	8	0	
	Filipino	0	0	4	0	1	
	White	0	27	24	26	13	
	<i>Female (included above)</i>	8	11	17	31	5	
<b>Total No. of Employees</b>		46	37	71	70	24	
<b>COUNTY CERTIFICATION</b>							
CBE			X	X			
LSBE		X	X	X	X	X	
<b>OTHER CERTIFYING AGENCY</b>			CA Unified Certification Program	City of Los Angeles; LAMTA	California Public Utilities Commission		

\*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.



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1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100	101	102	103	104	105	106	107	108	109	110	111	112	113	114	115	116	117	118	119	120	121	122	123	124	125	126	127	128	129	130	131	132	133	134	135	136	137	138	139	140	141	142	143	144	145	146	147	148	149	150	151	152	153	154	155	156	157	158	159	160	161	162	163	164	165	166	167	168	169	170	171	172	173	174	175	176	177	178	179	180	181	182	183	184	185	186	187	188	189	190	191	192	193	194	195	196	197	198	199	200	201	202	203	204	205	206	207	208	209	210	211	212	213	214	215	216	217	218	219	220	221	222	223	224	225	226	227	228	229	230	231	232	233	234	235	236	237	238	239	240	241	242	243	244	245	246	247	248	249	250	251	252	253	254	255	256	257	258	259	260	261	262	263	264	265	266	267	268	269	270	271	272	273	274	275	276	277	278	279	280	281	282	283	284	285	286	287	288	289	290	291	292	293	294	295	296	297	298	299	300	301	302	303	304	305	306	307	308	309	310	311	312	313	314	315	316	317	318	319	320	321	322	323	324	325	326	327	328	329	330	331	332	333	334	335	336	337	338	339	340	341	342	343	344	345	346	347	348	349	350	351	352	353	354	355	356	357	358	359	360	361	362	363	364	365	366	367	368	369	370	371	372	373	374	375	376	377	378	379	380	381	382	383	384	385	386	387	388	389	390	391	392	393	394	395	396	397	398	399	400	401	402	403	404	405	406	407	408	409	410	411	412	413	414	415	416	417	418	419	420	421	422	423	424	425	426	427	428	429	430	431	432	433	434	435	436	437	438	439	440	441	442	443	444	445	446	447	448	449	450	451	452	453	454	455	456	457	458	459	460	461	462	463	464	465	466
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<b>Solicitation Number:</b>	BRC0000276		
<b>Title:</b>	On-Call Project Management/Construction Management and Related Services		
<b>Department:</b>	Public Works		
<b>Bid Type:</b>	Service	<b>Bid Amount:</b>	\$10,000,000.00
<b>Commodity:</b>	CONSULTING SERVICES - ENGINEERING		




[lacounty.gov](http://lacounty.gov)
**Description:**

(/LACOBids/)

Los Angeles County Public Works is requesting proposals from qualified firms to provide On-Call Project Management/Construction Management and Related Services for various projects throughout the Los Angeles County

The deadline to submit proposals is Wednesday, December 1, 2021, at 4 p.m. Proposals received after the deadline will not be accepted.

#### Optional Pre-Proposal Conference

A pre-proposal virtual conference to answer questions concerning the project will be held on Thursday, November 4, 2021 at 10:00 a.m., via Microsoft Teams. Subconsultants are not required to attend. Those who wish to attend must click the link below to join.

The RFP may be downloaded here: <https://dpw.lacounty.gov/contracts/Opportunities.aspx>

[Less](#)
**Open Day:**

10/20/2021

**Closed Date:**

12/1/2021 4:00:00 PM

**Contact Name:**

Matt Jerge

**Contact Phone:**

(626) 458-2593

**Contact Email:**

mjerge@dpw.lacounty.gov

**Notice of Intent to Award  
(0) :**

[Click here to view notice intent to award list.](#)
**Solicitation Award (0) :**

[Click here to view award list.](#)
**Last Changed On:**

10/20/2021 12:33:15 PM

**Attachment File (0) :**

[Click here to download attachment files.](#)



# BOARD LETTER CLUSTER FACT SHEET

☒ Board Letter

☐ Board Memo

☐ Other

<b>CLUSTER AGENDA REVIEW DATE</b>	8/31/2022	
<b>BOARD MEETING DATE</b>	9/13/2022	
<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 Sewer Pump and Motor Repair 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 November 30, 2022.	
<b>COST &amp; FUNDING</b>	Total cost: \$6,050,000	Funding source: Funding for these services is included in the Sewer Maintenance Districts Funds (GA9, GB8, GC4, GC5, GC6, GC9, and J14 - Services and Supplies Appropriation) and Internal Service Fund (B04 - Services and Supplies Appropriation) Fiscal Year 2022-23 Budgets.
	<b>TERMS (if applicable):</b> These contracts will be for a period 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.	
	Explanation:	
<b>PURPOSE OF REQUEST</b>	Public Works is seeking Board approval to award three services contracts to the following Local Small Business Enterprises: Power Bros. Machine, Inc.; Superior Electric Motor Service, Inc.; and Multi W. Systems, Inc., for on-call sewer pump and motor repair services throughout the unincorporated County areas.	
<b>BACKGROUND (include internal/external issues that may exist including any related motions)</b>	The work requires unique equipment, certifications, and skills that are possessed by the recommended contractors and will ensure that sanitary sewer overflow events are minimized at the various sewer pump stations and wastewater treatment plants maintained by Public Works throughout the County of Los Angeles, including those within the Consolidated Sewer Maintenance District. The work to be performed will consist of disassembling, inspecting, repairing, and reassembling submersible and nonsubmersible sewage pumps, motors, and other sewage treatment-related equipment.	
<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:  Board Priority No. 7: Sustainability (Adopted in 2019). Providing resources for maintaining sanitary sewers to achieve a reduction of spills, thereby ensuring that the public does not come in to contact with wastewater. Therefore, this action creates healthier, more livable, economically stronger, more equitable, and more resilient communities.
<b>DEPARTMENTAL CONTACTS</b>	Name, Title, Phone # & E-mail:  Coby Skye, Deputy Director, (626) 458-4016, <a href="mailto:cskye@pw.lacounty.gov">cskye@pw.lacounty.gov</a>

p:\aepub\service contracts\contract\danny\sewer pump & motor repair\2021 rfp\rfp\6-award\board letter\on-call sewer pump - 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:

September 13, 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 OF SERVICES CONTRACTS  
ON-CALL SEWER PUMP AND MOTOR REPAIR SERVICES PROGRAM  
(ALL SUPERVISORIAL DISTRICTS)  
(3 VOTES)**

**SUBJECT**

Public Works is seeking Board approval to award three services contracts to the following Local Small Business Enterprises: Power Bros. Machine, Inc.; Superior Electric Motor Service, Inc.; and Multi W. Systems, Inc., for on-call sewer pump and motor repair services throughout the unincorporated County areas.

**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. Award three contracts for the on-call sewer pump and motor repair services program, each a Local Small Business Enterprise, to: Power Bros. Machine, Inc.; Superior Electric Motor Service, Inc.; and Multi W. Systems, Inc. These services 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 \$6,050,000.

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 the Local Small Business Enterprises (Power Bros. Machine, Inc.; Superior Electric Motor Service, Inc.; and Multi W. Systems, Inc.) 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 for contingencies, 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 three Local Small Business Enterprises, Power Bros. Machine, Inc.; Superior Electric Motor Service, Inc.; and Multi W. Systems, Inc., to provide on-call and intermittent sewer pump and motor repair and maintenance services. The work requires unique equipment, certifications, and skills to ensure that sanitary sewer overflow events are minimized at the various sewer pump stations and wastewater treatment plants maintained by Public Works throughout the County of Los Angeles, including those within the Consolidated Sewer Maintenance District. The work to be performed will consist of disassembling, inspecting, repairing, and reassembling submersible and nonsubmersible sewage pumps, motors, and other sewage treatment-related equipment.

The current contracts will expire on November 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 III.3, Pursue Operational Effectiveness, Fiscal Responsibility and Accountability, Objective III.3.2, Manage and Maximize County Assets, by maximizing and leveraging resources to enhance the County's capacity to perform necessary and emergency repairs and



maintenance to critical infrastructure and effectively reducing the frequency and duration of the disruption of essential public sanitary sewer services and 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**

There will be no impact to the County General Fund.

The annual program amount for these contracts is \$1,000,000. The maximum potential aggregate program sum is \$6,050,000 for the maximum program period of 66 months, which includes 10 percent of the annual program sum for unforeseen additional work within the scope of the contracts. 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 the Sewer Maintenance Districts Funds (GA9, GB8, GC4, GC5, GC6, GC9, and J14 - Services and Supplies Appropriation) and Internal Service Fund (B04 - Services and Supplies Appropriation) Fiscal Year 2022-23 Budgets.

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 contracts' renewal 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, each a Local Small Business Enterprise, are Power Bros. Machine, Inc., located in Montebello, California; Superior Electric Motor Service, Inc., located in Vernon, California; and Multi W. Systems, Inc., located in El Monte, California. These contracts will commence on October 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 Local Small Business Enterprises (Power Bros. Machine, Inc.; Superior Electric Motor Service, Inc.; and Multi W. Systems, Inc.) 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 these contracts. In addition, the contractors understand and agree that the contracted work involves public works as defined by Section 1720 of the California Labor Code. The contractors represent and warrant that the contracts are in full compliance with the applicable provisions of the Labor Code relating to payment of prevailing wages for all prevailing wage work.

These contracts include a cost-of-living adjustment provision, which is in accordance with Board Policy 5.070., Multi-Year Services Contract Cost-of-Living Adjustment.

#### **ENVIRONMENTAL DOCUMENTATION**

These services are categorically exempt from the provisions of the California Environmental Quality Act. These services for sewer pump and motor repair and maintenance services are within a class of projects that have been determined not to have a significant effect on the environment in that they meet criteria set forth in Section 15301(b) of the 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, the 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 work would cause a substantial adverse change in the significance of a historical resource that would make the exemption inapplicable.

#### **CONTRACTING PROCESS**

On December 22, 2021, a notice of the Request for Proposals 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 1,562 Local Small Business Enterprises; 183 Disabled Veteran Business Enterprises; 165 Social Enterprises;



830 Community Business Enterprises; and 152 independent contractors, various business development centers, and municipalities about this business opportunity.

On January 20, 2022, three proposals were received. All proposals were 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, 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, each a Local Small Business Enterprise: Power Bros. Machine, Inc., located in Montebello, California; Superior Electric Motor Service, Inc., located in Vernon, California; and Multi W. Systems, Inc., located in El Monte, 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:ss

Enclosures

c: Chief Executive Office (Chia-Ann Yen)  
County Counsel  
Executive Office



AGREEMENT FOR  
ON-CALL SEWER PUMP AND MOTOR REPAIR  
SERVICES PROGRAM (BRC0000295)

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 January 20, 2022, hereby agrees to provide services as described in this Contract for On-Call Sewer Pump and Motor Repair Services Program.

SECOND: This AGREEMENT, together with Exhibit A, Scope of Work; Exhibit A.1, Schedule of Prices (Form PW-2); 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; and Exhibit G, Public Works Sewer Pump Stations Map; 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. In no event will the COUNTY pay any and all Contractors providing service under this Program an aggregate annual amount in excess of \$1,000,000 or such greater amount as the Board may approve (Maximum Program Sum).

FOURTH: When Public Works identifies work to be performed on a particular manufacturer pump, motor, or part; Public Works will first offer the work to the highest-rated CONTRACTOR authorized or certified to work on the particular pump, motor, or part, in accordance with Scope of Work, paragraph K, Assignment of Work. Based on your firm's final score, your firm has been ranked \_\_\_\_ out of \_\_\_\_\_. If the highest-rated Contractor 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 be for a period of one year commencing on October 1, 2022, or upon Board's approval and execution of this Agreement by both parties, whichever occurs last. The COUNTY shall have the sole option to renew this Contract term for up to four additional one-year renewal options and one month-to-month extension, not to exceed six months, for a total potential Contract 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 Form PW-2, 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 or his/her designee 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 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 G, 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.

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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

By \_\_\_\_\_  
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 SEWER PUMP AND MOTOR REPAIR 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>
<b>Power Bros. Machine, Inc.</b>	Yes	Yes	N/A	N/A	N/A	N/A	N/A
<b>Superior Electric Motor Service, Inc.</b>	Yes	Yes	N/A	N/A	N/A	N/A	N/A
<b>Medium-Sized Business Category Proposer Name</b>							
<b>Multi W. Systems, Inc.</b>	Yes	Yes	N/A	N/A	N/A	N/A	N/A
<b>Large-Sized Business Category Proposer Name</b>							
<i>None</i>							



# **PROPOSERS' UTILIZATION PARTICIPATION AND COMMUNITY BUSINESS ENTERPRISE PROGRAM INFORMATION FOR ON-CALL SEWER PUMP AND MOTOR REPAIR SERVICES PROGRAM**

FIRM INFORMATION*		Power Bros. Machine, Inc.	Superior Electric Motor Service, Inc.	Multi W. Systems, Inc.
BUSINESS STRUCTURE		Corporation	Corporation	Corporation
CULTURAL/ETHNIC COMPOSITION		NUMBER/% OF OWNERSHIP		
OWNERS/PARTNERS	Black/African American	0	0	0
	Hispanic/Latino	0	0	0
	Asian or Pacific Islander	0	0	4/100%
	American Indian	0	0	0
	Filipino	0	0	0
	White	1/100%	4/100%	0
	Female (included above)	0	1/10%	1/15%
		NUMBER		
MANAGER(S)	Black/African American	0	0	0
	Hispanic/Latino	2	0	0
	Asian or Pacific Islander	0	0	1
	American Indian	0	0	0
	Filipino	0	0	0
	White	3	0	0
	Female (included above)	1	0	1
STAFF	Black/African American	0	0	1
	Hispanic/Latino	6	13	11
	Asian or Pacific Islander	0	0	12
	American Indian	0	0	0
	Filipino	0	0	0
	White	1	8	0
	Female (included above)	0	0	5
Total Number of Employees:		13	25	29
COUNTY CERTIFICATION				
CBE		N	N	N
LSBE		Y	Y	Y
OTHER CERTIFYING AGENCY		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.





lacounty.gov

## Los Angeles County Solicitations (/LACoBids/)

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### Solicitation Information

<b>Solicitation Number:</b>	PW-BRCD069		
<b>Title:</b>	On-Call Sewer Pump and Motor Repair Services Program (BRC0000295)		
<b>Department:</b>	Public Works		
<b>Bid Type:</b>	Service	<b>Bid Amount:</b>	\$1,000,000.00
<b>Commodity:</b>	PUMPS - SEWAGE AND SLUDGE - SUBMERSIBLE		
<b>Description:</b>	<p>PLEASE TAKE NOTICE that Public Works requests proposals for the On-Call Sewer Pump and Motor Repair Services Program (BRC0000295). This Program has been designed to have a potential maximum Program term of 5 years, consisting of an initial 1-year term and potential additional four 1-year option renewals. The total annual Program amount of this service is estimated to be \$1,000,000. 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: The County may award multiple contracts for this Program. Each proposer whose proposal meets the minimum mandatory requirements and receives a preliminary score of no less than 50 points in accordance with the evaluation criteria set forth herein, may be awarded a contract. Awardees will be ranked from highest to lowest based on their proposal scoring. The assignment of work will be in accordance with Exhibit A, Scope of Work, Section K, Assignment of Work, on page A.3.</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: IMPORTANT: Each of the following minimum requirements listed below must be met by the proposing entity. 1. Proposer and its subcontractor(s), if any, must have a minimum of 5 years of experience providing sewer pump and electric motor repair services for units ranging in size from 1.5 horsepower to 125 horsepower. 2. Proposers project manager and its subcontractor's project manager(s), if any, must have a minimum of 3 years of experience supervising sewer pump and electric motor repair services. 3. Proposer must have an operational repair shop/facility located within Los Angeles County. 4. 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.</p> <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. Proposer and its subcontractors performing prevailing wage work 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>There will be no proposers conference or walk-through for this solicitation. The deadline to submit written questions for a response is Wednesday, January 12, 2022, by or before 5:30 p.m. Please direct your questions to Messrs. Medina at (626) 458 4080 or Pang at (626) 458 7167.</p> <p>The deadline to submit proposals is Thursday, January 20, 2022, at 5:30 p.m.</p> <p>IMPORTANT NOTICE: Submission of proposals will only be accepted electronically using BidExpress or electronic proposals via Universal Serial Bus (USB) drive or compact disk to the Cashier's Office at Public Works Headquarters located on the Mezzanine Floor, 900 South Fremont Avenue, Alhambra, California 91803. Submission of hard copy proposals will not be accepted.</p> <p>Electronic Submission of Proposals: In lieu of submitting electronic proposals via USB drive or compact disk to the cashier's office, proposals may be submitted electronically through <a href="http://www.bidexpress.com">www.bidexpress.com</a>, a secure online bidding service website. To submit your proposals using this method, 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. Please note, each upload of file in BidExpress is limited to 10 MB per file up to 50 files for a total of 500 MB. Proposals will not be accepted after the closing date and time specified in this Notice of Request for Proposals.</p>		
	Less		
<b>Open Day:</b>	12/22/2021	<b>Closed Date:</b>	1/20/2022 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@dpw.lacounty.gov">dmedina@dpw.lacounty.gov</a>		
<b>Notice of Intent to Award (0) :</b>	<a href="#">Click here to view notice intent to award list.</a>		



# BOARD LETTER/MEMO CLUSTER FACT SHEET

☒ Board Letter

☐ Board Memo

☐ Other

<b>CLUSTER AGENDA REVIEW DATE</b>	8/31/2022							
<b>BOARD MEETING DATE</b>	9/13/2022							
<b>SUPERVISORIAL DISTRICT AFFECTED</b>	<input type="checkbox"/> All <input checked="" 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 two services contracts to Mariposa Landscapes, Inc., and Oakridge Landscape, Inc., for landscape maintenance services for channel right of way clearing services – East and South areas.							
<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 previous contracts expired on November 30, 2019, for east area and March 30, 2021, for south area.							
<b>COST &amp; FUNDING</b>	<table border="1" style="width: 100%;"> <tr> <td style="width: 50%;">Total cost: \$10,338,937 for east area and \$21,034,134 for south area</td> <td style="width: 50%;">Funding source: Internal Service Fund (B04) Fiscal Year 2022-23 Budget (Services and Supplies), which will be reimbursed by the Flood Control District Fund.</td> </tr> <tr> <td colspan="2">TERMS (if applicable): These contracts 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.</td> </tr> <tr> <td colspan="2">Explanation:</td> </tr> </table>		Total cost: \$10,338,937 for east area and \$21,034,134 for south area	Funding source: Internal Service Fund (B04) Fiscal Year 2022-23 Budget (Services and Supplies), which will be reimbursed by the Flood Control District Fund.	TERMS (if applicable): These contracts 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.		Explanation:	
Total cost: \$10,338,937 for east area and \$21,034,134 for south area	Funding source: Internal Service Fund (B04) Fiscal Year 2022-23 Budget (Services and Supplies), which will be reimbursed by the Flood Control District Fund.							
TERMS (if applicable): These contracts 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.								
Explanation:								
<b>PURPOSE OF REQUEST</b>	Public Works is seeking Board approval to award services contracts to Mariposa Landscapes, Inc., a Community Business Enterprise, and Oakridge Landscape, Inc., for channel right of way clearing services.							
<b>BACKGROUND (include internal/external issues that may exist including any related motions)</b>	Approval of the recommended action will award services contracts to Mariposa Landscapes, Inc., and Oakridge Landscape, Inc., to provide on-call and intermittent channel right of way clearing services to maintain various flood control channel facilities within the eastern and southern portions of Los Angeles County. The work to be performed will consist of vegetation, trash, debris, and brush clearing. Public Works has contracted these services since 2000.							
<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 Workforce Development, Aging and Community Services and advertise in regional and small newspapers in each Supervisorial District. 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: These recommendations support Board Priorities No. 4, Environmental Health, and No. 7, Sustainability. The landscape maintenance and channel right of way clearing services will provide proper vegetation, trash, debris, and brush clearing as needed within these communities in the Los Angeles County Flood Control District.
<b>DEPARTMENTAL CONTACTS</b>	Name, Title, Phone # & Email: Keith Lilley, Deputy Director, (626) 458-4012, cell (626) 320-9841, <a href="mailto:klilley@pw.lacounty.gov">klilley@pw.lacounty.gov</a>

P:\aepub\Service Contracts\CONTRACT\Dwayne\Channel ROW Clearing\2020 East and South IFB\East IFB\05 AWARD\05 AWARD\BOARD LETTER\On-Call Channel ROW - 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:

September 13, 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  
WATER RESOURCES CORE SERVICE AREA  
AWARD OF SERVICES CONTRACTS FOR  
ON-CALL CHANNEL RIGHT OF WAY  
CLEARING SERVICES - EAST AND SOUTH AREAS  
(SUPERVISORIAL DISTRICTS 1, 2, 4, AND 5)  
(3 VOTES)**

**SUBJECT**

Public Works is seeking Board approval to award two services contracts to Mariposa Landscapes, Inc., and Oakridge Landscape, Inc., for channel right of way clearing services in the eastern and southern portions of Los Angeles County.

**IT IS RECOMMENDED THAT THE BOARD:**

1. Find that the contract work is exempt from the California Environmental Quality Act for the reasons stated in this Board letter and in the record of the project.
2. Award the contract for on-call channel right of way clearing services – east area to Mariposa Landscapes, Inc., a Community Business Enterprise, for an annual contract sum of \$2,088,674, which includes \$417,735 for disposal fee reimbursement. This contract will be for a term 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 \$10,338,937.

3. Award the contract for on-call channel right of way clearing services - south area to Oakridge Landscape, Inc., for an annual contract sum of \$4,249,320, which includes \$849,864 for disposal fee reimbursement. This contract will be for a term 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 \$21,034,134.
4. 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, Mariposa Landscapes, Inc., and Oakridge Landscape, Inc., have successfully performed during the previous contracts' 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 contracts 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 contracts if required, and to adjust the annual contract 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.

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

Approval of the recommended action will award services contracts to Mariposa Landscapes, Inc., and Oakridge Landscape, Inc., to provide on-call and intermittent channel right of way clearing services to maintain various flood control channel facilities within the eastern and southern portions of Los Angeles County. The work to be performed is to clear vegetation, trash, debris, and brush growing within various flood control channel operational rights of way, and vegetation growing out of channel lining weep holes, expansion joints, cold joints, construction joints, and cracks, at the channel reaches. The anticipated workload exceeds the capacity of presently available County staff, so augmentation with the recommended on-call contractors is necessary to ensure timely delivery of these services. Public Works has contracted these services since 2000.



### **Implementation of Strategic Plan Goals**

These recommendations support the County Strategic Plan: Strategy III.3, Pursue Operational Effectiveness, Fiscal Responsibility, and Accountability, Objective III.3.2, Manage and Maximize County Assets, 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**

There will be no impact to the County General Fund.

These amounts are based on Public Works' estimated annual utilization of the contractors' service at the unit prices and the hourly rates quoted by the contractors.

The maximum potential contract sum for channel right of way clearing services - east area is \$10,338,937 for the maximum contract period of 54 months, which includes disposal fee reimbursement plus an additional 10 percent of the contract sum for unforeseen, additional work within the scope of the contract. The maximum potential contract sum for channel right of way clearing services - south area is \$21,034,134 for the maximum contract period of 54 months, which includes disposal fee reimbursement plus an additional 10 percent of the contracts sum for unforeseen, additional work within the scope of the contracts. Adjustments will be made to the annual contracts' sums 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 the first year of these services is included in the Internal Service Fund (B04 - Services and Supplies) Fiscal Year 2022-23 Budget, which will be reimbursed by the Flood Control District Fund. 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 recommended contractors, Mariposa Landscapes, Inc., is located in Irwindale, California; and Oakridge Landscape, Inc., is located in Valencia, California. These contracts' initial terms will be for a period of 1 year commencing upon the Board's approval and execution between both parties, whichever occurs last. With the Board's delegated authority, Public Works may renew these contracts 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 reviewed the contracts as to form (Enclosure A.1 and Enclosure A.2) prior to approving. The recommended contracts with



Mariposa Landscapes, Inc., and Oakridge Landscape, Inc., were solicited on an open-competitive basis and are in accordance with applicable Federal, State, and County requirements.

Standard services contracts have been used that contain terms and conditions in compliance with the Board's ordinances, policies, and programs. Enclosure B.1 and Enclosure B.2 reflect 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 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 these contracts. In addition, the contractors understand and agree that these contracts work involve public works as defined by Section 1720 of the California Labor Code. The contractors represent and warrant 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.

These contracts include a cost-of-living adjustment provision, which is in accordance with Board Policy 5.070, Multi-Year Services Contract Cost-of-Living Adjustments.

### **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 have been determined not to have a significant effect on the environment in that they meet the criteria set forth in Section 15301 of the California Environmental Quality Act.

### **CONTRACTING PROCESS**

The Request for Statement of Qualifications (RFSQ) has been open continuous since 2015. A total of four Statement of Qualifications (SOQs) have been received in response to the RFSQ. The SOQs were first reviewed to ensure they met the mandatory requirements outlined in the RFSQ. All four SOQs met these mandatory requirements. These four SOQs were then evaluated by an evaluation committee consisting of Public Works staff. The committee's evaluation was based on criteria described in the RFSQ, including experience, work plan, and references, utilizing the informed averaging methodology for applicable criteria. Based on this evaluation, Public Works selected four apparent, responsive, and responsible vendors and were placed on the Qualified Contractors List.



On September 27, 2021, a notice of the Invitation for Bids was e-mailed to the four vendors on the Qualified Contractors List that resulted from the RFSQ for on-call channel clearing services. Advertisement and outreach activities were conducted during the RFSQ process, which were placed on the "Doing Business with the County" website (Enclosure C), "Do Business with Public Works" website, and Twitter. Also, Public Works informed over 1,200 local small business enterprises and 298 independent contractors, various business development centers, and municipalities about this business opportunity.

On November 18, 2021, five bids were received, three for the east area and two for the south area. All bids were evaluated based on the price category. Based on this evaluation, it is recommended that these contracts be awarded to the apparent low bid, responsive, and responsible bidders, Mariposa Landscapes, Inc., for the east area, and Oakridge Landscape, Inc., for the south area.

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

The award of these contracts 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:ss

Enclosures

c: Chief Executive Office (Chia-Ann Yen)  
County Counsel  
Executive Office



AGREEMENT FOR  
CHANNEL RIGHT-OF-WAY CLEARING SERVICES – EAST AREA (BRC0000212)

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 MARIPOSA LANDSCAPES, INC., a California corporation, located at 6232 Santos Diaz Street, Irwindale, CA 91702, (hereinafter referred to as CONTRACTOR). COUNTY and CONTRACTOR are each a Party and collectively referred to as the Parties.

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 Bid filed with the COUNTY on November 18, 2021, hereby agrees to provide services as described in this Contract for Channel Right-of-Way Clearing Services – East Area.

SECOND: This AGREEMENT, together with Exhibit A.1, (Supplemental) Scope of Work; Exhibit A.2, 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.1, (Supplemental) Performance Requirement Summary; Exhibit G.1, Typical Channel Drawing; Exhibit H.1, Vehicle and Walk Access Drawing; Exhibit I.1, Channel Right-of-Way Clearing Report; Exhibit J.1, Intentionally Omitted; Exhibit K.1, Bid Submission Instructions; Exhibit L.1, Intentionally Omitted; Exhibit M.1, Intentionally Omitted; and Exhibit N, Maps; the CONTRACTOR'S Statement of Qualifications and Bid Submissions, all attached hereto; the Request for Statement of Qualifications (RFSQ); Addenda to the RFSQ and the Invitation for Bids (IFB) and Addenda thereto, 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 of Public Works, to pay the CONTRACTOR pursuant to the Schedule of Prices set forth in the Bid and attached hereto as Form PW-2.1, an amount not to exceed \$2,088,673.50, which includes \$417,734.70 for disposal fee reimbursement, per year, plus any remaining amount unused from the previous Contract terms, or such greater amount as the Board may approve (Maximum Contract Sum).

FOURTH: This Contract's initial term shall be for a period of one year commencing upon Board approval and execution between both parties, whichever occurs last. The COUNTY shall have the sole option to renew this Contract term for up to three additional one-year periods and six month-to-month extensions, for a maximum total Contract term of 54 months. Each such option 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.

FIFTH: The CONTRACTOR shall bill monthly, in arrears, for the work performed during the preceding month. Work performed shall be billed at the hourly rates and/or unit prices quoted in Form PW-2.1, Schedule of Prices.

SIXTH: 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

SEVENTH: 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.

EIGHTH: 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 Contract's Maximum Contract Sum.

NINTH: The CONTRACTOR shall not perform or accept work requests from the Contract Manager or any other person that will cause the Maximum Contract Sum of this Contract to be exceeded. The CONTRACTOR shall monitor the balance of this Contract's 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 Contract Manager in writing. The CONTRACTOR shall send written notification to the Contract Manager when this Contract is within six months from expiration of the term as provided for hereinabove.

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-Riverside-Orange County 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 Bid, conflict with the COUNTY'S specifications, requirements, and terms and conditions as reflected in this AGREEMENT including, but not limited to, Exhibits A.1 through N, 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

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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

MARIPOSA LANDSCAPES, INC.

By \_\_\_\_\_  
Its CEO  
  
\_\_\_\_\_  
Type or Print Name

By \_\_\_\_\_  
Its Secretary  
  
\_\_\_\_\_  
Type or Print Name



AGREEMENT FOR  
CHANNEL RIGHT-OF-WAY CLEARING SERVICES - SOUTH AREA (BRC0000222)

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 OAKRIDGE LANDSCAPE, INC, a California corporation, located at 28064 Avenue Stanford, Unit K, Valencia, CA 91355, (hereinafter referred to as CONTRACTOR). COUNTY and CONTRACTOR are each a Party and collectively referred to as the Parties.

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 Bid filed with the COUNTY on November 18, 2021, hereby agrees to provide services as described in this Contract for Channel Right-of-Way Clearing Services - South Area.

SECOND: This AGREEMENT, together with Exhibit A.1, (Supplemental) Scope of Work; Exhibit A.2, 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.1, (Supplemental) Performance Requirements Summary; Exhibit G.1, Typical Channel Drawing; Exhibit H.1, Vehicle and Walk Access Drawing; Exhibit I.1, Channel Right-of-Way Clearing Report; J.1, Intentionally Omitted; Exhibit K.1, Bid Submission Instructions; Exhibit L.1, Intentionally Omitted; Exhibit M.1, Intentionally Omitted; Exhibit N, Maps; Exhibit O, Vehicle and Walk Access with Backslope Drawing; and Exhibit P, Channel Right-of-Way Clearing Trash Disposal and Green Waste Recycling Report; the CONTRACTOR'S Statement of Qualifications and Bid Submissions, all attached hereto; the Request for Statement of Qualifications (RFSQ); Addenda to the RFSQ and the Invitation for Bids (IFB) and Addenda thereto, 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 of Public Works, to pay the CONTRACTOR pursuant to the Schedule of Prices set forth in the Bid and attached hereto as Form PW-2.1, an amount not to exceed \$4,249,319.33, which includes \$849,863.87 for disposal fee reimbursement, per year, plus any remaining amount unused from the previous Contract terms, or such greater amount as the Board may approve (Maximum Contract Sum).

FOURTH: This Contract's initial term shall be for a period of one year commencing upon Board approval and execution between both parties, whichever occurs last. The COUNTY shall have the sole option to renew this Contract term for up to three additional one-year periods and six month-to-month extensions, for a maximum total Contract term of 4 years and six months. Each such option 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.

FIFTH: The CONTRACTOR shall bill monthly, in arrears, for the work performed during the preceding month. Work performed shall be billed at the hourly rates and/or unit prices quoted in Form PW-2.1, Schedule of Prices.

SIXTH: 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

SEVENTH: 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.

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NINTH: The CONTRACTOR shall not perform or accept work requests from the Contract Manager or any other person that will cause the Maximum Contract Sum of this Contract to be exceeded. The CONTRACTOR shall monitor the balance of this Contract's 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 Contract Manager in writing. The CONTRACTOR shall send written notification to the Contract Manager when this Contract is within six months from expiration of the term as provided for hereinabove.

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-Riverside-Orange County 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 Bid, conflict with the COUNTY'S specifications, requirements, and terms and conditions as reflected in this AGREEMENT including, but not limited to, Exhibits A.1 through P, 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.

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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

OAKRIDGE LANDSCAPE, INC

By \_\_\_\_\_  
Its President  
  
\_\_\_\_\_  
Type or Print Name

By \_\_\_\_\_  
Its Secretary  
  
\_\_\_\_\_  
Type or Print Name



**PROPOSERS' UTILIZATION PARTICIPATION AND COMMUNITY BUSINESS ENTERPRISE PROGRAM INFORMATION FOR  
ON-CALL CHANNEL RIGHT OF WAY CLEARING SERVICES - EAST AREA**

**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>
None	None	None	None	None	None	None	None
<b>Medium-Sized Business Category Proposer Name</b>							
None	None	None	None	None	None	None	None
<b>Large-Sized Business Category Proposer Name</b>							
Mariposa Landscapes, Inc.	None	None	Yes	None	None	None	None

**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>
None	None	None	None	None	None	None	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>
J. Orozco Enterprises, Inc. dba Orozco Landscape and Tree Company	Yes	Yes	None	None	None	None	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>
Oakridge Landscape, Inc.	None	None	None	None	None	None	None

\*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 CHANNEL RIGHT OF WAY CLEARING SERVICES - EAST AREA**

<b>FIRM INFORMATION*</b>		Mariposa Landscapes, Inc.	Oakridge Landscape, Inc.	J. Orozco Enterprises, Inc. dba Orozco Landscape and Tree Company
<b>BUSINESS STRUCTURE</b>		Corporation	Corporation	Corporation
<b>CULTURAL/ETHNIC COMPOSITION</b>		<b>NUMBER/% OF OWNERSHIP</b>		
<b>OWNERS/PARTNERS</b>	Black/African American	0	0	0
	Hispanic/Latino	1/100%	1/10%	1/100%
	Asian or Pacific Islander	0	0	0
	American Indian	0	0	0
	Filipino	0	0	0
	White	0	1/90%	0
	<i>Female (included above)</i>	0	0	0
		<b>NUMBER</b>		
<b>MANAGER</b>	Black/African American	0	0	0
	Hispanic/Latino	35	23	4
	Asian or Pacific Islander	4	0	0
	American Indian	0	0	0
	Filipino	0	0	0
	White	12	0	0
	<i>Female (included above)</i>	3	1	2
<b>STAFF</b>	Black/African American	0	0	0
	Hispanic/Latino	531	325	38
	Asian or Pacific Islander	2	0	0
	American Indian	1	0	0
	Filipino	0	0	0
	White	16	2	2
	<i>Female (included above)</i>	10	0	3
Total No. of Employees		602	352	45
<b>COUNTY CERTIFICATION</b>				
Los Angeles County Department of Consumer and Business Affairs	CBE	Yes	None	None
Los Angeles County Department of Consumer and Business Affairs	LSBE	None	None	Yes
<b>OTHER CERTIFYING AGENCY</b>		None	None	None

\*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 CHANNEL RIGHT OF WAY CLEARING SERVICES - SOUTH AREA**

**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>
None	None	None	None	None	None	None	None
<b>Medium-Sized Business Category Proposer Name</b>							
None	None	None	None	None	None	None	None
<b>Large-Sized Business Category Proposer Name</b>							
Oakridge Landscape, Inc.	None	None	None	None	None	None	None

**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>
None	None	None	None	None	None	None	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>
J. Orozco Enterprises, Inc. dba Orozco Landscape and Tree Company	Yes	Yes	None	None	None	None	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>
None	None	None	None	None	None	None	None

\*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 CHANNEL RIGHT OF WAY CLEARING SERVICES - SOUTH AREA**

<b>FIRM INFORMATION*</b>	Oakridge Landscape, Inc.	J. Orozco Enterprises, Inc. dba Orozco Landscape and Tree Company
<b>BUSINESS STRUCTURE</b>	Corporation	Corporation

CULTURAL/ETHNIC COMPOSITION		NUMBER/% OF OWNERSHIP	
<b>OWNERS/PARTNERS</b>	Black/African American	0	0
	Hispanic/Latino	1/10%	1/100%
	Asian or Pacific Islander	0	0
	American Indian	0	0
	Filipino	0	0
	White	1/90%	0
	<i>Female (included above)</i>	0	0
		NUMBER	
<b>MANAGER</b>	Black/African American	0	0
	Hispanic/Latino	23	4
	Asian or Pacific Islander	0	0
	American Indian	0	0
	Filipino	0	0
	White	0	0
	<i>Female (included above)</i>	1	2
<b>STAFF</b>	Black/African American	0	0
	Hispanic/Latino	325	38
	Asian or Pacific Islander	0	0
	American Indian	0	0
	Filipino	0	0
	White	2	2
	<i>Female (included above)</i>	0	3
Total No. of Employees		602	45

COUNTY CERTIFICATION			
	CBE	None	None
Los Angeles County Department of Consumer and Business Affairs	LSBE	None	Yes
<b>OTHER CERTIFYING AGENCY</b>		None	None

\*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.





[Home \(/LACoBids/\)](#) / 
 [Admin \(/LACoBids/Admin/\)](#) / 
 [Closed & Award Solicitations \(/LACoBids/Admin/AwardBidList?page=1&TextSearch=2015-SQAN007&FieldSort=Title&DirectionSort=Asc\)](#) / 
 [Detail](#)

### Solicitation Information

Solicitation Number:	PW-AED956		
Title:	RFSQ for As-Needed Channel Clearing Services		
Department:	Public Works		
Bid Type:	Commodity	Bid Amount:	N/A
Commodity:	GROUNDS MAINTENANCE: MOWING, EDGING, PLANT (NOT TREE) TRIMMING, ETC.		
Description:	<p>PLEASE TAKE NOTICE that Public Works requests statement of qualifications (SOQ) for the contract for As-Needed Channel Clearing Services (2015-SQAN007). The purpose of this solicitation is to establish a qualified list of contractors that can perform work under this Master Agreement when the County anticipates the need for channel clearing services. The Request for Statement of Qualifications (RFSQ) with contract specifications, forms, and instructions for preparing and submitting proposals may be accessed at <a href="http://dpw.lacounty.gov/aed/contracts">http://dpw.lacounty.gov/aed/contracts</a> or may be requested from Ms. Jessica Chuang at (626) 458 4169 or <a href="mailto:jchuang@dpw.lacounty.gov">jchuang@dpw.lacounty.gov</a>, Monday through Thursday, 7 a.m. to 5 p.m.</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://dpw.lacounty.gov/aed/contracts">http://dpw.lacounty.gov/aed/contracts</a>.</p> <p>Minimum Requirements: Proposers must meet all minimum requirements set forth in the RFSQ document including, but not limited to:</p> <p>Subcontractors are not allowed for this service except for the use of services of an arborist and/or a horticulturist.</p> <ol style="list-style-type: none"> <li>Proposers must have a minimum of three years of experience providing landscaping services similar to the service being solicited.</li> <li>Proposer must submit a copy of a valid and active State of California Contractor's Class C-27 (Landscaping Contractor) license.</li> <li>Proposer must submit a copy of a valid and active Waste Collector Permit issued by the County of Los Angeles Department of Public Health (DPH). Proposers who do not possess the permit at the proposal deadline date may submit other forms of verification including, but not limited to, a copy of DPH's invoice to Proposer for permit fees along with a copy of proof of payment, such as a cashier's check, money order, or cancelled check (showing payment to DPH at least five days prior to the proposal submission).</li> <li>Proposer and/or its subcontractor employee(s) must submit a copy of a valid and active arborist and/or horticulturist certification.</li> <li>Proposer 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>Once the need to utilize the contractor's services is identified, Public Works will send out an Invitation for Bids to all contractors determined to be qualified through this solicitation process ("Qualified Contractors") with a specific work description, price sheets, and may include additional requirements for the bids to be considered responsive and responsible. Some of the requirements may include, but are not limited to, submission of a sealed bid prior to the established deadline, additional licenses/certificates, and/or additional experience and equipment requirements.</p> <p>Public Works may release an Invitation for Bids to Qualified Contractors in the near future. This RFSQ process may take several weeks to process before a Qualified Contractor list is generated. Therefore, it is imperative that Proposers return all SOQ material no later than November 23, 2015, at 5:30 p.m.</p> <p>SOQ that are not submitted by November 23, 2015, may not be reviewed until April 1, 2016. SOQ will be reviewed in the order they are submitted to Public Works based on the time indicated by the Public Works Cashier's time stamp.</p>		
Open Day:	10/26/2015	Closed Date:	Continuous
Contact Name:	Ms. Jessica Chuang	Contact Phone:	(626) 458-4169
Contact Email:	<a href="mailto:jchuang@dpw.lacounty.gov">jchuang@dpw.lacounty.gov</a>		
Notice of Intent to Award (0):			
Solicitation Award (0):	<div style="border: 1px solid orange; padding: 5px; margin-top: 10px;"> </div> <div style="margin-top: 5px;"> </div>		
Last Changed On:	5/24/2016 7:55:20 AM		
Attachment File (0):			



# BOARD LETTER/MEMO CLUSTER FACT SHEET

☒ Board Letter

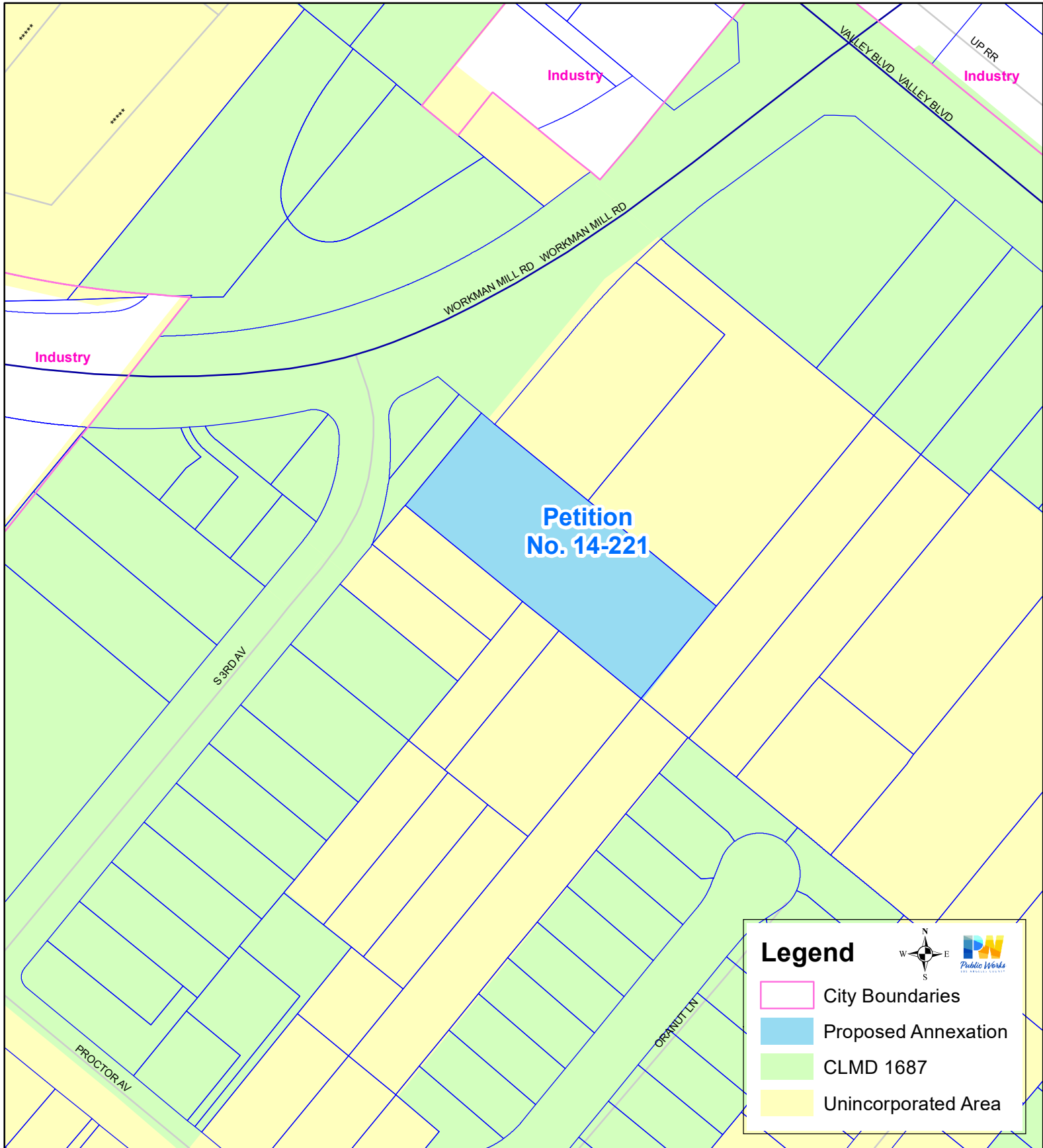
☐ Board Memo

☐ Other

<b>CLUSTER AGENDA REVIEW DATE</b>	8/31/2022		
<b>BOARD MEETING DATE</b>	9/13/2022		
<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 checked="" type="checkbox"/> 4 <sup>th</sup> <input type="checkbox"/> 5 <sup>th</sup>		
<b>DEPARTMENT(S)</b>	Public Works		
<b>SUBJECT</b>	Annexation and Levying of Assessments for County Lighting Districts in the Unincorporated Areas of Avocado Heights and South Whittier		
<b>PROGRAM</b>	County Street Lighting Districts		
<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>	November 15, 2022, Public Hearing (To provide sufficient time to complete remaining tasks to receive revenues from the benefiting parcels in FY 2023-24)		
<b>COST &amp; FUNDING</b>	Total cost: \$1,314	Funding source: County Lighting Maintenance District 1687 (Fund F46)	
	TERMS (if applicable):		
	Explanation: The estimated annual cost to operate and maintain streetlights in the annexed territory is \$1,314. Sufficient funding will be included in the FY 2023-24 budget.		
<b>PURPOSE OF REQUEST</b>	The proposed annexation of the petition areas to the County Lighting Districts will provide funding to continue operation of six existing streetlights.		
<b>BACKGROUND (include internal/external issues that may exist including any related motions)</b>	<ul style="list-style-type: none"> <li>• The Board previously approved and filed Petition Nos. 14-221 and 36-416 and ordered Public Works to prepare an Engineer's Report for each petitioned area.</li> <li>• The proposed annexation and levy of assessments, as well as exchange of property tax with other taxing agencies, will provide funding for the operation and maintenance of existing streetlights.</li> <li>• Proposition 218 assessment ballot and notice of the public hearing will be mailed to the affected property owners 45 days in advance of the November 15, 2022, hearing.</li> <li>• Provided there is no majority protest, the Board may adopt a resolution ordering the levying of assessments in Fiscal Year 2023-24 upon conclusion of the public hearing.</li> </ul>		
<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: Approval of the annexations provides the funding necessary for the operation and maintenance of existing streetlights.		
<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>		

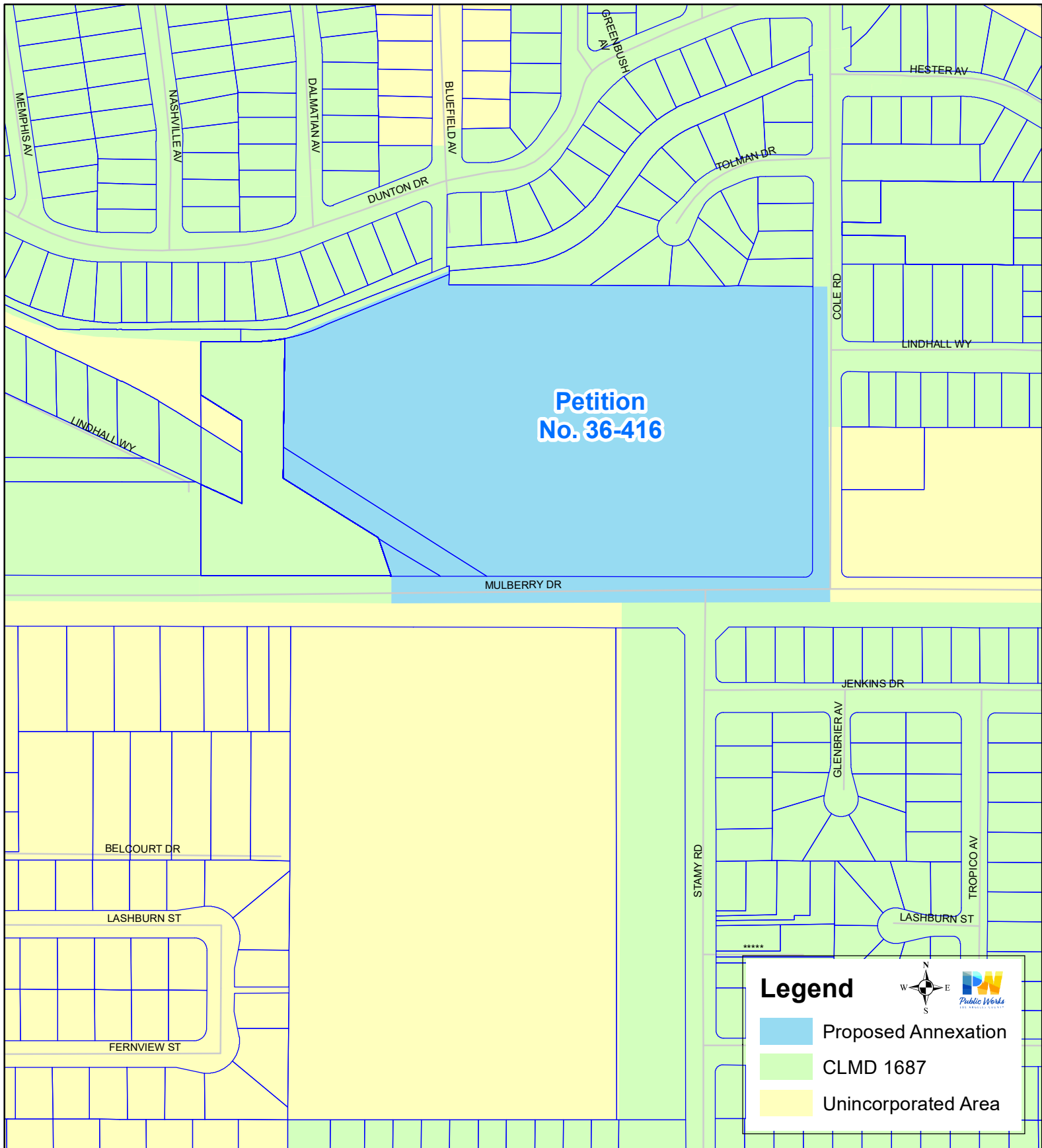


## PROPOSED ANNEXATION TO COUNTY LIGHTING DISTRICTS SUPERVISORIAL DISTRICT 1





## PROPOSED ANNEXATION TO COUNTY LIGHTING DISTRICTS SUPERVISORIAL DISTRICT 4







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:

September 13, 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:

**TRANSPORTATION CORE SERVICE AREA  
ANNEXATION AND LEVYING OF ASSESSMENTS FOR  
COUNTY LIGHTING DISTRICTS IN THE UNINCORPORATED AREAS OF  
AVOCADO HEIGHTS AND SOUTH WHITTIER  
(SUPERVISORIAL DISTRICTS 1 AND 4)  
(3 VOTES)**

**SUBJECT**

Public Works is seeking Board approval and authorization to (1) annex Petition Nos. 14-221 and 36-416 located in the unincorporated areas of Avocado Heights and South Whittier to County Lighting Maintenance District 1687 and County Lighting District Landscaping and Lighting Act-1, Unincorporated Zone; (2) order the levying of assessments for street lighting purposes; and (3) approve the negotiated exchange of property tax revenues among those nonexempt taxing agencies whose service areas are subject to jurisdictional changes.

**IT IS RECOMMENDED THAT THE BOARD:**

1. Find that the proposed project is categorically exempt from the provisions of the California Environmental Quality Act for the reasons stated in this letter and record of the action.
2. Approve the Engineer's Reports for Petition Nos. 14-221 and 36-416, either as filed or as modified, for the annexation of territories to County Lighting Maintenance District 1687 and County Lighting District Landscaping and Lighting Act-1, Unincorporated Zone, and the levying of assessments within the



annexed territories for street lighting purposes. The proposed annexation areas are located in the unincorporated areas of Avocado Heights and South Whittier.

3. Adopt the Resolution of Intention to Annex Territories to County Lighting Maintenance District 1687 and County Lighting District Landscaping and Lighting Act-1, Unincorporated Zone; and Order the Levying of Assessments within the Annexed Territories for Fiscal Year 2023-24 whose areas and boundaries are identified on the diagrams included in the resolution.
4. Set a date for a public hearing regarding the proposed annexations and levying of annual assessments within the annexed territories for street lighting purposes based on the approved Engineer's Reports, which establish assessments for each petition area based on land use type with an annual base assessment rate for a single-family residence of \$5 for the Unincorporated Zone of County Lighting District Landscaping and Lighting Act-1.
5. Instruct the Executive Officer of the Board to cause notice of the public hearing by mail at least 45 days prior to the scheduled public hearing date of Tuesday, November 15, 2022, pursuant to Section 53753 of the California Government Code. The mailed notice will include assessment ballots.
6. Instruct the Executive Officer of the Board to cause notice of the public hearing to be posted in three conspicuous places within the territories to be annexed and to publish the notice of public hearing once a week for two successive weeks in a newspaper of general circulation. Such posting and publication to be completed at least 10 days prior to the date of hearing, pursuant to the California Streets and Highways Code Section 5838.

**AFTER THE PUBLIC HEARING, IT IS RECOMMENDED THAT THE BOARD:**

1. Find that the annexations and assessments are for the purpose of meeting operating expenses; purchasing supplies, equipment, or materials; meeting financial reserve needs and requirements; and obtaining funds for capital projects, including the operation and maintenance of existing streetlights necessary to maintain service within the proposed annexation territories.
2. Order changes, if needed, in any matter provided in the Engineer's Reports, including changes in the improvements, the proposed diagrams, and/or proposed assessments.



3. Order the tabulation of assessment ballots submitted, and not withdrawn, in support of or in opposition to the proposed assessments.
4. Determine whether a majority protest against the proposed annexations or assessments exists.
5. Make a finding terminating the annexation, levying of assessments, and property tax transfer proceedings in those petition territories where the proposed annexation and levying of assessments have been rejected as a result of a majority protest and refer the matter back to Public Works.
6. If there is no majority protest against the proposed annexations or assessments:
  - a. Adopt the Resolution Ordering Annexation of Territories to County Lighting Maintenance District 1687 and County Lighting District Landscaping and Lighting Act-1, Unincorporated Zone, Confirming a Diagram and Assessment and Levying of Assessments within the Annexed Territories for Fiscal Year 2023-24, either as proposed or as modified by the Board. The adoption of the resolution ordering annexation shall constitute the levying of assessments in Fiscal Year 2023-24.
  - b. Adopt the joint resolutions between the Board and other taxing agencies approving and accepting the negotiated exchange of property tax revenues resulting from the annexation of territories to County Lighting Maintenance District 1687 as approved by the nonexempt taxing agencies.

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

Approval of the recommended actions will find that the project is exempt from the California Environmental Quality Act (CEQA) Guidelines and allow the Board to: (1) annex the territories known as Petition Nos. 14-221 (3RD Avenue) and 36-416 (Mulberry Drive and Cole Road) to County Lighting Maintenance District (CLMD) 1687 and County Lighting District (CLD) Landscaping and Lighting Act-1 (LLA-1), Unincorporated Zone (collectively, County Lighting Districts); (2) levy assessments in Fiscal Year 2023-24 on each lot or parcel lying within the proposed annexed territories based on land use categories that designate usage units on the basis of benefits received; and (3) approve the exchange of property tax revenues between CLMD 1687 and other nonexempt taxing entities whose service areas are subject to the jurisdictional changes.

Annexation of territory to the County Lighting Districts is required prior to the installation of new streetlights requested by property owners or the continued operation and



maintenance of existing streetlights. The approved petitions are for the continued operation and maintenance of existing streetlights.

There will be levying of annual assessments within the annexed territories for street lighting based on land use type with an annual base assessment rate for a single-family residence of \$5 and proportionately higher rates for other land uses for the Unincorporated Zone. If the annexations are approved by the Board after the public hearing, Public Works will continue to operate and maintain the existing streetlights.

### **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. Annexation of territories to the County Lighting Districts will provide funding necessary for the operation and maintenance of existing streetlights in these communities. Maintaining lighting services provides for the convenience and safety of the motoring public, as well as the safety and security of people and property, which improves the quality of life in the County.

### **FISCAL IMPACT/FINANCING**

The estimated annual costs for the operation and maintenance of the streetlights within the annexed territories is \$1,314 for CLMD 1687 (Fund F46). Sufficient funding will be included in the Fund F46 Fiscal Year 2023-24 Budget.

In subsequent years, the ongoing operation and maintenance costs of the streetlights within the annexed territories will be funded by the CLMDs share of ad valorem property taxes, supplemented by assessments annually approved by the Board from property owners within these annexed territories. Adoption of the joint resolutions will result in a minimal property tax growth transfer from the affected taxing entities to CLMD 1687, including the following taxing entities governed by the Board: The County General Fund, Los Angeles County Public Library, Road Maintenance Districts 1 and 4, Los Angeles County Flood Control Drainage Improvement Maintenance District, Los Angeles County Flood Control District, and the Consolidated Fire Protection District of Los Angeles County.

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

The Board previously approved and filed Petition Nos. 14-221 and 36-416; adopted a resolution initiating proceedings for the annexation of territories to CLMD 1687; and ordered the Director of Public Works to prepare and file an Engineer's Report for



each petitioned territory. The enclosed Engineer's Reports were prepared in response to that directive (Enclosure A).

Under California Government Code Section 53753, it is necessary to follow the procedures for levying of assessments previously authorized by the Board, including the distribution, receipt, and tabulation of ballots at a public hearing. Ballots will be mailed to each property owner within the annexation territories. The assessments will only be levied if the weighted majority of ballots returned are in favor of the assessments.

The enclosed Resolution of Intention to Annex Territories (Enclosure B) must be adopted to set a date for the required public hearing. The Board, at the close of the public hearing, may delay its determination regarding the annexations and levying of assessments until a later date, continue the public hearing to receive further testimony, or make a determination regarding the annexation and/or assessment. The approval of the enclosed Resolution Ordering Annexation (Enclosure C), the levying of assessments, and the joint resolutions for the exchange of property tax revenues are required to provide the necessary funding for the operation and maintenance of the existing streetlights in the annexed territories.

The California Revenue and Taxation Code Section 99.01(a)(4) provides that affected agencies must approve and accept the negotiated exchange of property tax revenues by resolution. The joint resolutions approving and accepting the negotiated exchange of property tax revenues have been approved by nonexempt taxing agencies and are enclosed for your consideration (Enclosure D).

The boundaries of the proposed annexations have been reviewed and approved by Public Works and the Assessor in accordance with the requirements of California Government Code Section 58850 et seq. and are on file with Public Works. A copy of the diagram showing the boundaries of each proposed annexation area is included in the Engineer's Report prepared for each petition area.

Following the Board's approval of the resolutions for the annexation, levying of assessments, and exchange of property tax revenues, Public Works will file the statement of boundary changes with the State Board of Equalization as required by California Government Code Section 54900 et seq. The resolutions have been approved as to form by County Counsel.

## **ENVIRONMENTAL DOCUMENTATION**

The proposed action is categorically exempt from the provisions of CEQA. The project to annex territories to the County Lighting Districts for the purpose of enhancing street lighting is within a class of projects that have been determined not to have a significant



effect on the environment in that it meets the criteria set forth in Section 15301(c) of CEQA Guidelines and Class 1(x)(27) of the County's Environmental Document Reporting Procedures and Guidelines, Appendix G, that specifically include annexations to street lighting districts and installation of streetlights and involves no expansion of use.

In addition, there are no cumulative impacts, unusual circumstance, or other limiting factors that would make the exemption inapplicable based on the project records.

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

The annexation of territories to the County Lighting Districts will result in continued street lighting for these areas and will have no impact on other services or projects.

**CONCLUSION**

Please return one adopted copy of this letter and a copy of the signed resolutions to Public Works, Traffic Safety and Mobility Division. Also, please forward one adopted copy of the letter and resolutions to the Assessor, Ownership Services Section, and one to the Auditor-Controller, Tax Division.

Respectfully submitted,

MARK PESTRELLA, PE  
Director of Public Works

MP:EK:dj

Enclosures

c: Chief Executive Office (Chia-Ann Yen)  
County Counsel  
Executive Office



**LOS ANGELES COUNTY PUBLIC WORKS  
ENGINEER'S REPORT  
PETITION NO. 14-221  
(3RD AVENUE SOUTH OF WORKMAN MILL ROAD)**

On October 5, 2021, Item 27, the County of Los Angeles Board of Supervisors adopted a resolution initiating proceedings for the annexation of territory to County Lighting Maintenance District (CLMD) 1687 and County Lighting District (CLD) Landscaping and Lighting Act-1 (LLA-1), Unincorporated Zone, pursuant to the California Streets and Highways Code Landscaping and Lighting Act of 1972, for the purpose of providing for the cost of operation and maintenance of two existing streetlights on concrete poles with underground wiring within the territory proposed for annexation, as shown on the diagram, plan, and specifications attached hereto. In addition, Public Works was ordered to prepare and file an Engineer's Report in accordance with Section 22565 et seq. of the California Streets and Highways Code and Article XIII D, Section 4(b), of the California Constitution. This report was prepared in response to that directive.

The annual operating cost of \$374 for the two existing 9,500 lumen streetlights will be funded by CLMD 1687 and CLD LLA-1, Unincorporated Zone. An annual assessment for the operation and maintenance of the streetlights of \$5 per parcel for a single-family home with proportionately higher assessments for other land uses, based on the approved Fiscal Year (FY) 2022-23 Annual Engineer's Report for CLD LLA-1), is proposed to be added to the FY 2023-24 tax bill of the property owners whose parcels lie within the boundary of Petition No. 14-221. Each year thereafter, an annual assessment for the operation and maintenance costs of the streetlights, approved by the Board of Supervisors, will be added to the property tax bill.

With the passage of Proposition 218 (the Right to Vote on Taxes Act) by the California voters in November 1996, the levying of an assessment is now subject to certain provisions under Article XIII D of the California Constitution. This report conforms with the applicable provisions of Proposition 218.

CLMD 1687 is an established street lighting district and was fully funded from ad valorem property taxes prior to the passage of Proposition 13 (The People's Initiative to Limit Property Taxation) in 1978, which limited the maximum amount of ad valorem tax on real property. The ad valorem property taxes received under the guidelines established by the State Legislature subsequent to the passage of this amendment are not sufficient to pay the cost of the street lighting in the district. Therefore, CLD LLA-1 was formed under the Landscaping and Lighting Act of 1972 (Section 22585 et seq.) to provide supplemental funding.

The Landscaping and Lighting Act provides for the assessment of street lighting costs against the benefited properties within the lighting district in proportion to the benefits received. A method of distributing the street lighting costs on the basis of land use and



The affected parcel of real property is shown in Appendix A, included herein. The parcel is more particularly described in a map prepared in accordance with Section 327 of the California Revenue and Taxation Code, which is on file in the office of the Assessor and is made a part hereof by reference.

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**APPENDIX A**

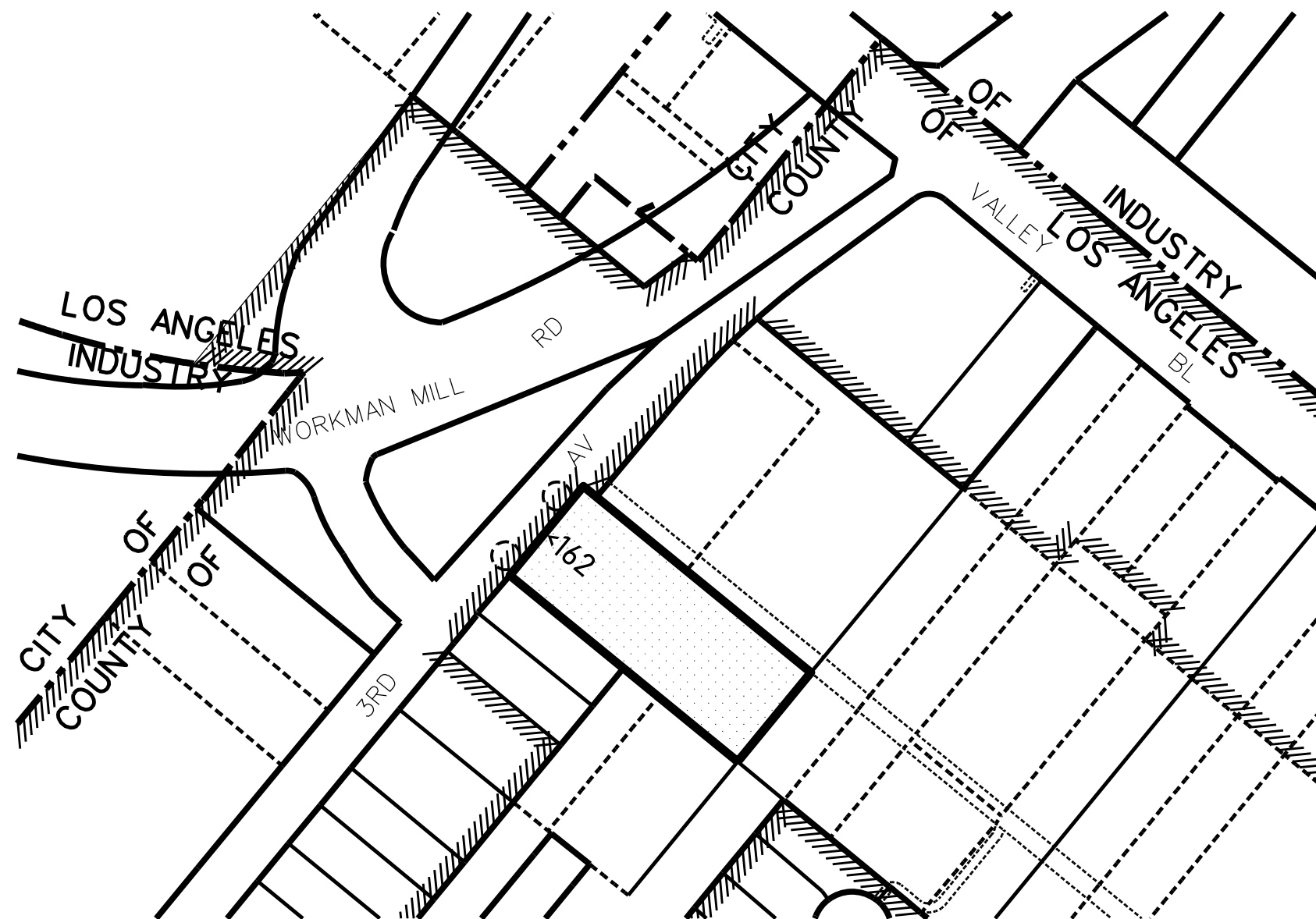
**LOS ANGELES COUNTY PUBLIC WORKS  
ENGINEER'S REPORT  
PETITION NO. 14-221  
(3RD AVENUE SOUTH OF WORKMAN MILL ROAD)**

The following page is a listing of the parcel of real property within the proposed annexation boundary using the Assessor's designation for the parcel.

Assessor's Parcel Number

8206 010 077

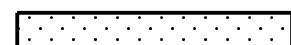




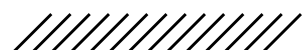
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## LEGEND



PROPOSED ANNEXATION AREA



EXISTING LIGHTING MAINTENANCE DISTRICT 1687



CITY/COUNTY BOUNDARY



EXISTING STREET LIGHTS

PROPOSED ANNEXATION TO COUNTY LIGHTING  
MAINTENANCE DISTRICT 1687 AND COUNTY LIGHTING  
DISTRICT LLA-1, UNINCORPORATED ZONE

## PETITION NO. 14-221

LOS ANGELES COUNTY PUBLIC WORKS  
TRAFFIC SAFETY AND MOBILITY DIVISION  
STREET LIGHTING SECTION

3RD AVENUE  
SOUTH OF WORKMAN MILL ROAD  
AVOCADO HEIGHTS AREA

Revised By TT	Scale NOT TO SCALE	Design By	Sup. Dist. 1	T.G. 637-J4
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Recommended By	Date 2/12/2021
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Approved By <i>Joaquin Herrera</i>	Date 2/12/2021
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**LOS ANGELES COUNTY PUBLIC WORKS  
ENGINEER'S REPORT  
PETITION NO. 36-416  
(MULBERRY DRIVE AND COLE ROAD)**

On October 5, 2021, Item 27, the County of Los Angeles Board of Supervisors adopted a resolution initiating proceedings for the annexation of territory to County Lighting Maintenance District (CLMD) 1687 and County Lighting District (CLD) Landscaping and Lighting Act-1 (LLA-1), Unincorporated Zone, pursuant to the California Streets and Highways Code Landscaping and Lighting Act of 1972, for the purpose of providing for the cost of operation and maintenance of four existing streetlights on three wood poles and one concrete pole with underground wiring within the territory proposed for annexation, as shown on the diagram, plan, and specifications attached hereto. In addition, Public Works was ordered to prepare and file an Engineer's Report in accordance with Section 22565 et seq. of the California Streets and Highways Code and Article XIII D, Section 4(b), of the California Constitution. This report was prepared in response to that directive.

The annual operating cost of \$940 for the two 9,500 lumen and two 22,000 lumen streetlights will be funded by CLMD 1687 and CLD LLA-1, Unincorporated Zone. An annual assessment for the operation and maintenance of the streetlights of \$5 per parcel for a single-family home with proportionately higher assessments for other land uses, based on the approved Fiscal Year (FY) 2022-23 Annual Engineer's Report for CLD LLA-1, is proposed to be added to the FY 2023-24 tax bill of the property owners whose parcels lie within the boundary of Petition No. 36-416. Each year thereafter, an annual assessment for the operation and maintenance costs of the streetlights, approved by the Board of Supervisors, will be added to the property tax bill.

With the passage of Proposition 218 (the Right to Vote on Taxes Act) by the California voters in November 1996, the levying of an assessment is now subject to certain provisions under Article XIII D of the California Constitution. This report conforms with the applicable provisions of Proposition 218.

CLMD 1687 is an established street lighting district and was fully funded from ad valorem property taxes prior to the passage of Proposition 13 (The People's Initiative to Limit Property Taxation) in 1978, which limited the maximum amount of ad valorem tax on real property. The ad valorem property taxes received under the guidelines established by the State Legislature subsequent to the passage of this amendment are not sufficient to pay the cost of the street lighting in the district. Therefore, CLD LLA-1 was formed under the Landscaping and Lighting Act of 1972 (Section 22585 et seq.) to provide supplemental funding.

The Landscaping and Lighting Act provides for the assessment of street lighting costs against the benefited properties within the lighting district in proportion to the benefits received. A method of distributing the street lighting costs on the basis of land use and land-use data compiled by the Assessor was approved by the Board of Supervisors on



The affected parcel of real property is shown in Appendix A, included herein. The parcel is more particularly described in a map prepared in accordance with Section 327 of the California Revenue and Taxation Code, which is on file in the office of the Assessor and is made a part hereof by reference.

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**APPENDIX A**

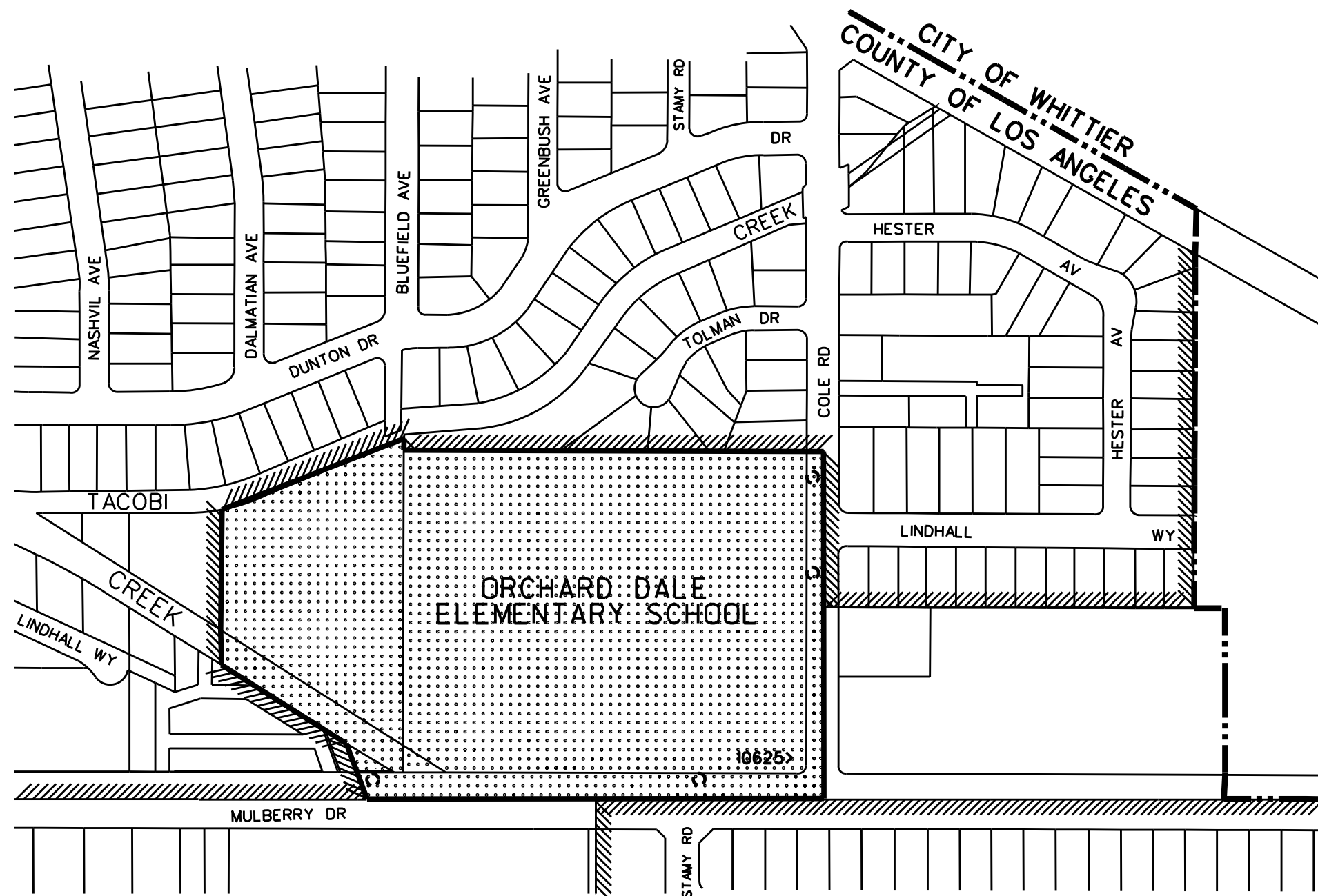
**LOS ANGELES COUNTY PUBLIC WORKS  
ENGINEER'S REPORT  
PETITION NO. 36-416  
(MULBERRY DRIVE AND COLE ROAD)**

The following page is a listing of the parcel of real property within the proposed annexation boundary using the Assessor's designation for the parcel.

Assessor's Parcel Number

8226 020 905





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LEGEND

- PROPOSED ANNEXATION BOUNDARY
- EXISTING LIGHTING DISTRICT 1687
- CITY/COUNTY BOUNDARY
- EXISTING STREETLIGHTS

PROPOSED ANNEXATION TO COUNTY LIGHTING  
MAINTENANCE DISTRICT 1687 AND COUNTY LIGHTING  
DISTRICT LLA-1, UNINCORPORATED ZONE

PETITION NO. 36-416

LOS ANGELES COUNTY PUBLIC WORKS TRAFFIC SAFETY AND MOBILITY DIVISION STREET LIGHTING SECTION				
MULBERRY DRIVE AND COLE ROAD SOUTH WHITTIER AREA				
Revised By T.T.	Scale NOT TO SCALE	Design By DA	Sup. Dist 4	T.G.
Recommended	Tigist Desta			Date 01-07-2021
Approved	Joaquin Herrera			Date 1/7/21



**COUNTY OF LOS ANGELES BOARD OF SUPERVISORS  
RESOLUTION OF INTENTION TO ANNEX TERRITORIES TO  
COUNTY LIGHTING MAINTENANCE DISTRICT 1687, AND  
COUNTY LIGHTING DISTRICT LANDSCAPING AND LIGHTING ACT-1,  
UNINCORPORATED ZONE, AND ORDER THE LEVYING OF ASSESSMENTS  
WITHIN THE ANNEXED TERRITORIES FOR FISCAL YEAR 2023-24**

WHEREAS, the County of Los Angeles Board of Supervisors previously approved and filed Petition Nos. 14-221 and 36-416 located in the unincorporated area requesting annexation of territories to County Lighting Maintenance District 1687 and County Lighting District Landscaping and Lighting Act-1 (LLA-1), Unincorporated Zone, to provide for the operation and maintenance of existing streetlights within the annexed territories and assessments for the costs thereof; and

WHEREAS, the Board of Supervisors on \_\_\_\_\_, approved the Engineer's Reports for said territories, which contains descriptions of the improvements, estimated operating costs, diagrams of the territories to be annexed, and recommended assessments as required by law.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Supervisors of the County of Los Angeles, State of California, that:

SECTION 1. The public interest and convenience require, and it is the intention of the Board of Supervisors to order the benefited territories hereinafter described, all of which territory lies in the Los Angeles County, be annexed to County Lighting Maintenance District 1687 pursuant to California Streets and Highways Code Section 5837.

SECTION 2. The public interest and convenience require, and it is the intention of the Board of Supervisors to order the benefited territories be annexed to County Lighting District LLA-1, Unincorporated Zone, pursuant to California Streets and Highways Code Section 22605.

SECTION 3. The public interest and convenience require and it is the intention of the Board of Supervisors to order the expense necessary for the operation, maintenance, repairs, replacement, electric current, care, supervision, and all other items necessary for the proper operation and maintenance of street lighting systems proposed within the annexed territories shall be assessed in Fiscal Year (FY) 2023-24 upon each lot or parcel of land lying within the annexed territories in proportion to the estimated benefit received from the proposed street lighting improvements and which should be assessed to pay the expenses of the operation and maintenance of said improvements. An annual Engineer's Report, approved by the Board of Supervisors each fiscal year, establishes the annual base rate assessment for all zones within County Lighting District LLA-1. For FY 2022-23, the annual base rate assessment for the Unincorporated Zone is \$5 for a single-family residence, with proportionately higher assessment rates for other land uses.



This annual assessment for the operation and maintenance of existing streetlights is proposed to be added to the property tax bill of benefited parcels within the boundary of County Lighting District LLA-1, Unincorporated Zone, in FY 2023-24. Each year thereafter, an assessment for operation and maintenance costs approved by the Board will be added to the property tax bill.

The Engineer's Report prepared for each petitioned territory contains a full and detailed description of the proposed improvements, a description of the lots or parcels of land to be annexed, the estimated costs of operation and maintenance, a diagram of the territory to be annexed, and the recommended assessment on each lot or parcel of land included therein.

SECTION 4. The boundaries of the territories proposed for annexation consists of the areas shown on the attached maps.

SECTION 5. The proposed assessments are subject to majority approval of the property owners. A ballot and public hearing notice will be sent to all property owners within the areas proposed for annexation at least 45 days prior to the date of the public hearing in the form and manner specified by California Government Code Section 53753. The ballots will be weighted by the amount of assessments to be paid by each property owner. The territories will not be annexed, and the proposed assessments will be abandoned if the weighted majority of ballots submitted are opposed to the assessments.

SECTION 6. The amounts to be assessed for the expense of such operation and maintenance of the work or improvements described above shall be levied and collected in the same manner and by the same officers as taxes for County purposes.

SECTION 7. Proceedings for the levying of assessments shall be taken in accordance with the Landscaping and Lighting Act of 1972 (California Streets and Highways Code Division 15, Part 2) and California Government Code Section 53753.

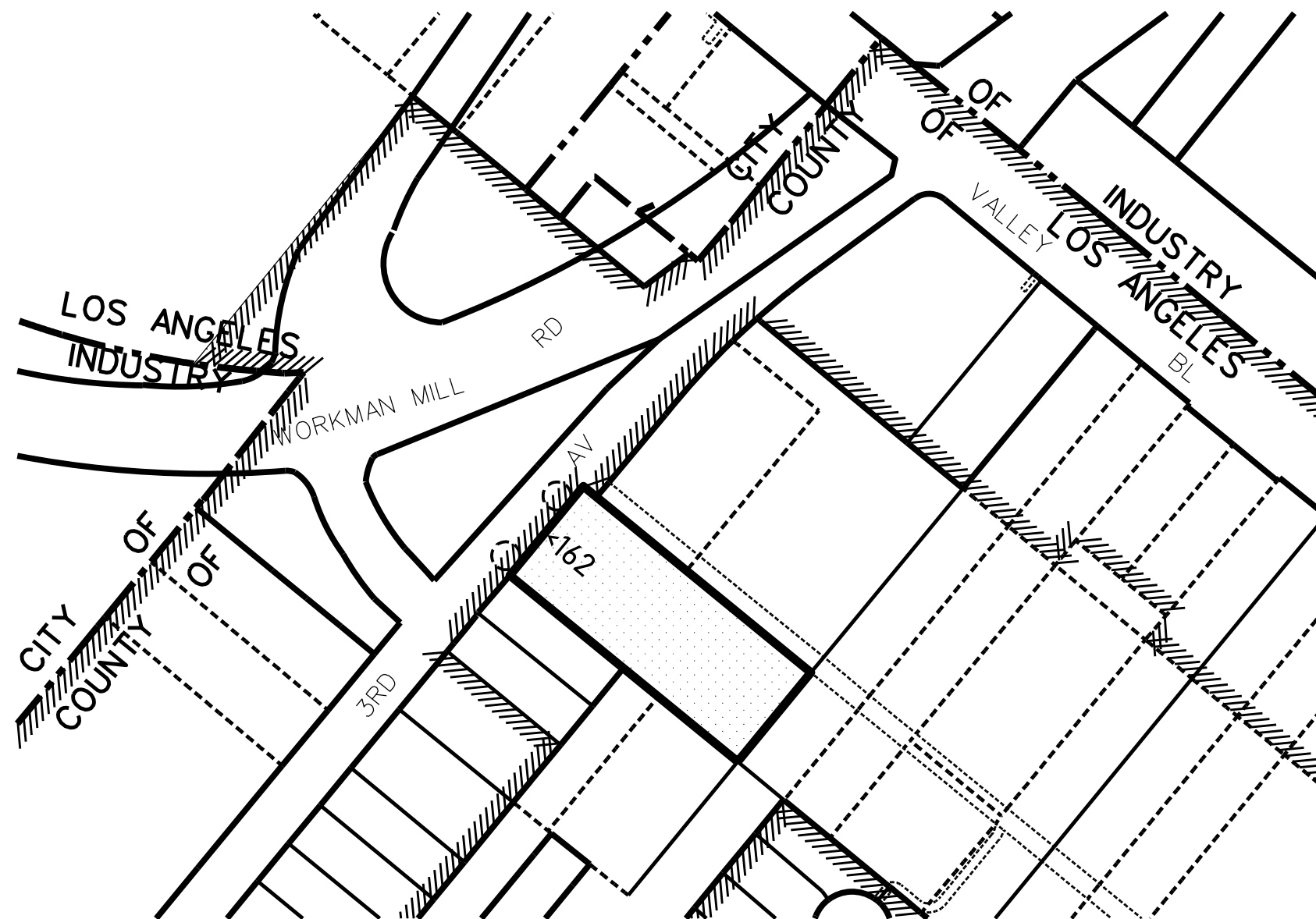
SECTION 8. A public hearing will be held by the Board of Supervisors to consider the annexation of territories to County Lighting Maintenance District 1687 and County Lighting District LLA-1, Unincorporated Zone, and the levying of assessments within the territories proposed to be annexed. Said hearing will be held on Tuesday, November 15, 2022, at 9:30 a.m., at the Chambers of the Board of Supervisors of the County of Los Angeles, in Room 381B of the Kenneth Hahn Hall of Administration, 500 West Temple Street (corner of Temple Street at Grand Avenue), Los Angeles, California 90012.

SECTION 9. The Executive Officer of the Board of Supervisors shall give notice of the public hearing, in the form and manner specified in California Streets and Highways Code Section 5838, to be published once a week for two successive weeks in the \_\_\_\_\_, a newspaper published and circulated in Los Angeles County, which is hereby designated for that purpose. Such publication to be completed at least 10 days prior to the date of said hearing.



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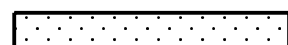




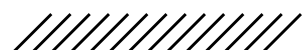
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## LEGEND



PROPOSED ANNEXATION AREA



EXISTING LIGHTING MAINTENANCE DISTRICT 1687



CITY/COUNTY BOUNDARY



EXISTING STREET LIGHTS

PROPOSED ANNEXATION TO COUNTY LIGHTING  
MAINTENANCE DISTRICT 1687 AND COUNTY LIGHTING  
DISTRICT LLA-1, UNINCORPORATED ZONE

## PETITION NO. 14-221

LOS ANGELES COUNTY PUBLIC WORKS  
TRAFFIC SAFETY AND MOBILITY DIVISION  
STREET LIGHTING SECTION

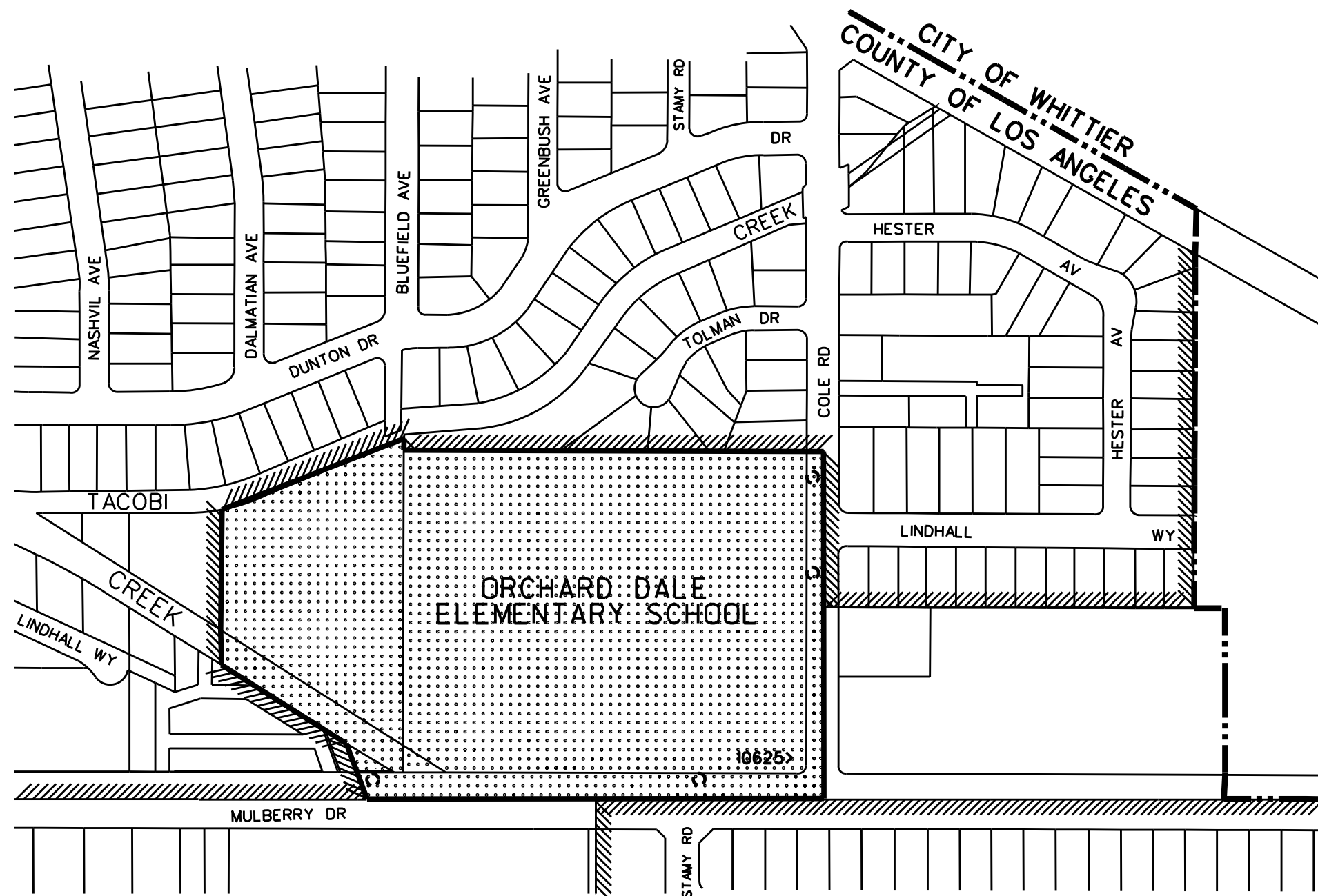
3RD AVENUE  
SOUTH OF WORKMAN MILL ROAD  
AVOCADO HEIGHTS AREA

Revised By TT	Scale NOT TO SCALE	Design By	Sup. Dist. 1	T.G. 637-J4
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Recommended By	Date 2/12/2021
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Approved By <i>Joaquin Herrera</i>	Date 2/12/2021
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LEGEND

- PROPOSED ANNEXATION BOUNDARY
- EXISTING LIGHTING DISTRICT 1687
- CITY/COUNTY BOUNDARY
- EXISTING STREETLIGHTS

PROPOSED ANNEXATION TO COUNTY LIGHTING  
MAINTENANCE DISTRICT 1687 AND COUNTY LIGHTING  
DISTRICT LLA-1, UNINCORPORATED ZONE

PETITION NO. 36-416

LOS ANGELES COUNTY PUBLIC WORKS TRAFFIC SAFETY AND MOBILITY DIVISION STREET LIGHTING SECTION				
MULBERRY DRIVE AND COLE ROAD SOUTH WHITTIER AREA				
Revised By T.T.	Scale NOT TO SCALE	Design By DA	Sup. Dist 4	T.G.
Recommended	Tigist Desta			Date 01-07-2021
Approved	Joaquin Herrera			Date 1/7/21



The foregoing Resolution was adopted on the \_\_\_\_\_ day of \_\_\_\_\_, 2022, by the Board of Supervisors of the County of Los Angeles and ex-officio the governing body of all other special assessments and taxing districts, agencies, and authorities for which said Board so acts.

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

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

APPROVED AS TO FORM:

DAWYN R. HARRISON  
Acting County Counsel

By Talin Halabi  
Deputy



**COUNTY OF LOS ANGELES BOARD OF SUPERVISORS  
RESOLUTION ORDERING ANNEXATION OF TERRITORIES TO  
COUNTY LIGHTING MAINTENANCE DISTRICT 1687 AND  
COUNTY LIGHTING DISTRICT LANDSCAPING AND LIGHTING ACT-1,  
UNINCORPORATED ZONE, CONFIRMING A DIAGRAM AND ASSESSMENT,  
AND LEVYING OF ASSESSMENTS WITHIN THE ANNEXED TERRITORIES  
FOR FISCAL YEAR 2023-24**

WHEREAS, the County of Los Angeles Board of Supervisors previously approved and filed Petition Nos. 14-221 and 36-416, requesting annexation of territories to County Lighting Maintenance District 1687 and County Lighting District Landscaping and Lighting Act-1 (LLA-1), Unincorporated Zone, to provide for the operation and maintenance of existing streetlights within the annexed territories and assessments for the costs thereof; and

WHEREAS, the Board of Supervisors on \_\_\_\_\_, has approved the Engineer's Reports, which identifies the diagrams, improvements, assessments, plans and specifications, and other pertinent data for each petitioned territory, and adopted a Resolution of Intention to Annex Territories to County Lighting Maintenance District 1687 and County Lighting District LLA-1, Unincorporated Zone, and Order the Levying of Assessments within the Annexed Territories for Fiscal Year 2023-24; and fixed a time for hearing Petition Nos. 14-221 and 36-416, and the protests of interested persons; and

WHEREAS, the Executive Officer of the Board of Supervisors did cause the notice of public hearing to be mailed to all property owners within the territories subject to the proposed annexation at least 45 days prior to the date set for hearing; and

WHEREAS, Public Works has mailed assessment ballots and notices to property owners of identified parcels within the territories proposed for annexation pursuant to California Government Code Section 53753 to indicate support or opposition on the matter of the assessment; and

WHEREAS, the Executive Officer of the Board of Supervisors did cause the notice of the public hearing to be posted in three conspicuous places within the territories to be annexed and did give notice of the public hearing by publishing once a week for two successive weeks in a newspaper of general circulation; and

WHEREAS, said Board of Supervisors has heard all testimony and evidence with regard to the annexations and levy of assessments and has tabulated all returned assessment ballots concerning the proposed assessments and has found that no majority protest exists.



NOW, THEREFORE, BE IT RESOLVED, by the Board of Supervisors of the County of Los Angeles, that:

SECTION 1. Petition Nos. 14-221 and 36-416 for annexation of territories hereinafter described to County Lighting Maintenance District 1687 and County Lighting District LLA-1, Unincorporated Zone, were signed by property owners representing 60 percent or more of the areas proposed to be annexed.

SECTION 2. The Board of Supervisors hereby finds that the public interest and convenience require the operation and maintenance of the street lighting improvements within the territories proposed for annexation and hereby grants the petitions.

SECTION 3. The Board of Supervisors hereby orders the annexation of territories listed in Attachment A to County Lighting Maintenance District 1687 and County Lighting District LLA-1, Unincorporated Zone, with the exception where a majority protest exists.

SECTION 4. The Board of Supervisors hereby determines that the territories identified will benefit by the annexation to County Lighting Maintenance District 1687 and County Lighting District LLA-1, Unincorporated Zone, and hereby orders the boundary of said districts be altered to include said benefited territories.

SECTION 5. The Diagrams and Assessments, as set forth in the Engineer's Reports or as modified, are hereby approved, confirmed, and adopted by this Board.

SECTION 6. The Director of Public Works or his designee shall authorize the operation and maintenance of the street lighting improvements indicated in the Engineer's Reports.

SECTION 7. The adoption of this resolution constitutes the levying of assessments on benefited parcels identified in the Engineer's Reports and located within Petition Nos. 14-221 and 36-416 for the fiscal year commencing July 1, 2023, and ending June 30, 2024, for the operation and maintenance of existing streetlights located therein.

SECTION 8. The amounts to be assessed for the expense of the operation and maintenance of the improvements, as described in said Engineer's Reports and resolution of intention, shall be levied and collected in the same manner and by the same officers as taxes for County purposes are levied and collected and shall be disbursed and expended for operation and maintenance of said improvements, all as described in the Engineer's Reports and in the Resolution of Intention.

SECTION 9. The Executive Officer of the Board is hereby ordered and directed to file a certified copy of the Engineer's Reports, which include the lighting district diagrams and assessments together with a certified copy of this resolution upon its adoption, with the County Assessor, Ownership Services Section (Attention Sonia Carter Baltazar), and with the Auditor-Controller, Tax Division (Attention Grace Kinoshita).



**PROPOSED ANNEXATION AND  
LEVYING OF ASSESSMENTS  
LOS ANGELES COUNTY PUBLIC WORKS**

[illegible]



The foregoing Resolution was adopted on the \_\_\_\_\_ day of \_\_\_\_\_ 2022, by the Board of Supervisors of the County of Los Angeles and ex-officio of the governing body of all other special assessments and taxing districts, agencies, and authorities for which said Board so acts.

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

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

APPROVED AS TO FORM:

DAWYN R. HARRISON  
Acting County Counsel

By Talin Halabi  
Deputy



**JOINT RESOLUTION OF  
THE BOARD OF SUPERVISORS OF THE COUNTY OF LOS ANGELES,  
THE BOARD OF TRUSTEES OF THE GREATER LOS ANGELES COUNTY VECTOR  
CONTROL DISTRICT, THE BOARD OF DIRECTORS OF THE COUNTY SANITATION  
DISTRICT NO. 15 OF LOS ANGELES COUNTY, AND THE BOARD OF DIRECTORS  
OF THE UPPER SAN GABRIEL VALLEY MUNICIPAL WATER DISTRICT  
APPROVING AND ACCEPTING THE NEGOTIATED EXCHANGE OF  
PROPERTY TAX REVENUES RESULTING FROM  
ANNEXATION OF PETITION NO. 14-221  
TO COUNTY LIGHTING MAINTENANCE DISTRICT 1687**

WHEREAS, pursuant to Section 99.01 of the California Revenue and Taxation Code, prior to the effective date of any jurisdictional change that will result in a special district providing one or more services to an area where those services have not previously been provided by any local agency, the special district and each local agency that receives an apportionment of property tax revenue from the area must negotiate an exchange of property tax increment generated in the area subject to the jurisdictional change and attributable to those local agencies; and

WHEREAS, the Board of Supervisors of the County of Los Angeles, acting on behalf of the County Lighting Maintenance District (CLMD) 1687, Los Angeles County General Fund, Los Angeles County Public Library, Los Angeles County Road District 1, the Consolidated Fire Protection District of Los Angeles County, Los Angeles County Flood Control Drainage Improvement Maintenance District, and Los Angeles County Flood Control District; the Board of Trustees of the Greater Los Angeles County Vector Control District; the Board of Directors of the County Sanitation District No. 15 of Los Angeles County; and the Board of Directors of the Upper San Gabriel Valley Municipal Water District have determined that the amount of property tax revenue to be exchanged between their respective agencies as a result of the annexation proposal identified as Petition No. 14-221 to CLMD 1687 is as shown on the attached Property Tax Transfer Resolution Worksheet.



NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

1. The negotiated exchange of property tax revenues between the CLMD 1687, Los Angeles County General Fund, Los Angeles County Public Library, Los Angeles County Road District 1, the Consolidated Fire Protection District of Los Angeles County, Los Angeles County Flood Control Drainage Improvement Maintenance District, Los Angeles County Flood Control District, the Greater Los Angeles County Vector Control District, the County Sanitation District No. 15 of Los Angeles County, and the Upper San Gabriel Valley Municipal Water District resulting from the annexation of Petition No. 14-221 to CLMD 1687 is approved and accepted.

2. For fiscal years commencing on or after July 1, 2022, or the July 1 after the effective date of this jurisdictional change, whichever is later, the property tax revenue increment generated from the area within as Petition No. 14-221, Tax Rate Area 02228, shall be allocated to the affected agencies as indicated on the Property Tax Transfer Resolution Worksheet.

3. No transfer of property tax revenues other than those specified in Paragraph 2 shall be made as a result of the annexation of as Petition No. 14-221.

4. If at any time after the effective date of this resolution, the calculations used herein to determine initial property tax transfers or the data used to perform those calculations are found to be incorrect, thus, producing an improper or inaccurate property tax transfer, the property tax transfer shall be recalculated and the corrected transfer shall be implemented for the next fiscal year.

PASSED, APPROVED, AND ADOPTED this 18<sup>th</sup> day of November 2021, by the following vote:

AYES: 31  
NOES: 0  
ABSENT: 0  
ABSTAIN: 0

GREATER LOS ANGELES COUNTY  
VECTOR CONTROL DISTRICT

By Heidi Hennrich  
President, Board of Trustees

ATTEST: [Signature]  
Secretary

11-18-2021  
Date



**JOINT RESOLUTION OF  
THE BOARD OF SUPERVISORS OF THE COUNTY OF LOS ANGELES,  
THE BOARD OF TRUSTEES OF THE GREATER LOS ANGELES COUNTY VECTOR  
CONTROL DISTRICT, THE BOARD OF DIRECTORS OF THE COUNTY SANITATION  
DISTRICT NO. 15 OF LOS ANGELES COUNTY, AND THE BOARD OF DIRECTORS  
OF THE UPPER SAN GABRIEL VALLEY MUNICIPAL WATER DISTRICT  
APPROVING AND ACCEPTING THE NEGOTIATED EXCHANGE OF  
PROPERTY TAX REVENUES RESULTING FROM  
ANNEXATION OF PETITION NO. 14-221  
TO COUNTY LIGHTING MAINTENANCE DISTRICT 1687**

WHEREAS, pursuant to Section 99.01 of the California Revenue and Taxation Code, prior to the effective date of any jurisdictional change that will result in a special district providing one or more services to an area where those services have not previously been provided by any local agency, the special district and each local agency that receives an apportionment of property tax revenue from the area must negotiate an exchange of property tax increment generated in the area subject to the jurisdictional change and attributable to those local agencies; and

WHEREAS, the Board of Supervisors of the County of Los Angeles, acting on behalf of the County Lighting Maintenance District (CLMD) 1687, Los Angeles County General Fund, Los Angeles County Public Library, Los Angeles County Road District 1, the Consolidated Fire Protection District of Los Angeles County, Los Angeles County Flood Control Drainage Improvement Maintenance District, and Los Angeles County Flood Control District; the Board of Trustees of the Greater Los Angeles County Vector Control District; the Board of Directors of the County Sanitation District No. 15 of Los Angeles County; and the Board of Directors of the Upper San Gabriel Valley Municipal Water District have determined that the amount of property tax revenue to be exchanged between their respective agencies as a result of the annexation proposal identified as Petition No. 14-221 to CLMD 1687 is as shown on the attached Property Tax Transfer Resolution Worksheet.

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NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

1. The negotiated exchange of property tax revenues between the CLMD 1687, Los Angeles County General Fund, Los Angeles County Public Library, Los Angeles County Road District 1, the Consolidated Fire Protection District of Los Angeles County, Los Angeles County Flood Control Drainage Improvement Maintenance District, Los Angeles County Flood Control District, the Greater Los Angeles County Vector Control District, the County Sanitation District No. 15 of Los Angeles County, and the Upper San Gabriel Valley Municipal Water District resulting from the annexation of Petition No. 14-221 to CLMD 1687 is approved and accepted.

2. For fiscal years commencing on or after July 1, 2022, or the July 1 after the effective date of this jurisdictional change, whichever is later, the property tax revenue increment generated from the area within as Petition No. 14-221, Tax Rate Area 02228, shall be allocated to the affected agencies as indicated on the Property Tax Transfer Resolution Worksheet.

3. No transfer of property tax revenues other than those specified in Paragraph 2 shall be made as a result of the annexation of as Petition No. 14-221.

4. If at any time after the effective date of this resolution, the calculations used herein to determine initial property tax transfers or the data used to perform those calculations are found to be incorrect, thus, producing an improper or inaccurate property tax transfer, the property tax transfer shall be recalculated and the corrected transfer shall be implemented for the next fiscal year.

PASSED, APPROVED, AND ADOPTED this 26th day of January 2022 by the following vote:

AYES: Directors, Adams, Ancona, Cobos-Cawthorne, Finlay, Gordo, Goss, Jakubowski, Klinakis, Liao, Lopez-Viado, Mitchell, Moss, Olmos, Tay, Warner and Barakat

NOES: None

ABSENT: Directors Burrola, Estrada, Lo, Low, Yu

ABSTAIN: None

COUNTY SANITATION DISTRICT NO. 15  
OF LOS ANGELES COUNTY

By Richard Barakat  
Chairperson, Board of Directors

ATTEST: Kimberly A. Christensen  
Secretary

January 26, 2022  
Date



**JOINT RESOLUTION OF  
THE BOARD OF SUPERVISORS OF THE COUNTY OF LOS ANGELES,  
THE BOARD OF TRUSTEES OF THE GREATER LOS ANGELES COUNTY VECTOR  
CONTROL DISTRICT, THE BOARD OF DIRECTORS OF THE COUNTY SANITATION  
DISTRICT NO. 15 OF LOS ANGELES COUNTY, AND THE BOARD OF DIRECTORS  
OF THE UPPER SAN GABRIEL VALLEY MUNICIPAL WATER DISTRICT  
APPROVING AND ACCEPTING THE NEGOTIATED EXCHANGE OF  
PROPERTY TAX REVENUES RESULTING FROM  
ANNEXATION OF PETITION NO. 14-221  
TO COUNTY LIGHTING MAINTENANCE DISTRICT 1687**

WHEREAS, pursuant to Section 99.01 of the California Revenue and Taxation Code, prior to the effective date of any jurisdictional change that will result in a special district providing one or more services to an area where those services have not previously been provided by any local agency, the special district and each local agency that receives an apportionment of property tax revenue from the area must negotiate an exchange of property tax increment generated in the area subject to the jurisdictional change and attributable to those local agencies; and

WHEREAS, the Board of Supervisors of the County of Los Angeles, acting on behalf of the County Lighting Maintenance District (CLMD) 1687, Los Angeles County General Fund, Los Angeles County Public Library, Los Angeles County Road District 1, the Consolidated Fire Protection District of Los Angeles County, Los Angeles County Flood Control Drainage Improvement Maintenance District, and Los Angeles County Flood Control District; the Board of Trustees of the Greater Los Angeles County Vector Control District; the Board of Directors of the County Sanitation District No. 15 of Los Angeles County; and the Board of Directors of the Upper San Gabriel Valley Municipal Water District have determined that the amount of property tax revenue to be exchanged between their respective agencies as a result of the annexation proposal identified as Petition No. 14-221 to CLMD 1687 is as shown on the attached Property Tax Transfer Resolution Worksheet.

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NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

1. The negotiated exchange of property tax revenues between the CLMD 1687, Los Angeles County General Fund, Los Angeles County Public Library, Los Angeles County Road District 1, the Consolidated Fire Protection District of Los Angeles County, Los Angeles County Flood Control Drainage Improvement Maintenance District, Los Angeles County Flood Control District, the Greater Los Angeles County Vector Control District, the County Sanitation District No. 15 of Los Angeles County, and the Upper San Gabriel Valley Municipal Water District resulting from the annexation of. Petition No. 14-221 to CLMD 1687 is approved and accepted.

2. For fiscal years commencing on or after July 1, 2022, or the July 1 after the effective date of this jurisdictional change, whichever is later, the property tax revenue increment generated from the area within as Petition No. 14-221, Tax Rate Area 02228, shall be allocated to the affected agencies as indicated on the Property Tax Transfer Resolution Worksheet.

3. No transfer of property tax revenues other than those specified in Paragraph 2 shall be made as a result of the annexation of as Petition No. 14-221.

4. If at any time after the effective date of this resolution, the calculations used herein to determine initial property tax transfers or the data used to perform those calculations are found to be incorrect, thus, producing an improper or inaccurate property tax transfer, the property tax transfer shall be recalculated and the corrected transfer shall be implemented for the next fiscal year.

PASSED, APPROVED, AND ADOPTED this 9th day of February 2022, by the following vote:

AYES: FELLOW, TREVIÑO, GARCIA, SANTANA, CHAVEZ

NOES:

ABSENT:

ABSTAIN:

UPPER SAN GABRIEL VALLEY  
MUNICIPAL WATER DISTRICT

By

DocuSigned by:



0023C80060C8841

President, Board of Directors

ATTEST:

DocuSigned by:



46EECD837073443

Secretary

3/21/2022

Date



ANNEXATION TO: CO LIGHTING MAINT DIST NO 1687  
 ACCOUNT NUMBER: 019.40  
 TRA: 02228  
 EFFECTIVE DATE: 07/01/2021  
 ANNEXATION NUMBER: 14-221 PROJECT NAME: PETITION NO. 14-221  
 DISTRICT SHARE: 0.021387834

ACCOUNT #	TAXING AGENCY	CURRENT TAX SHARE	PERCENT	PROPOSED DIST SHARE	ALLOCATED SHARE	ADJUSTMENTS	NET SHARE
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001.05	LOS ANGELES COUNTY GENERAL	0.303510274	30.3521 %	0.021387834	0.006491438	-0.006642893	0.296867381
001.20	L.A. COUNTY ACCUM CAP OUTLAY	0.000110947	0.0110 %	0.021387834	0.000002372	0.000000000	0.000110947
003.01	L A COUNTY LIBRARY	0.022571853	2.2571 %	0.021387834	0.000482763	-0.000482763	0.022089090
005.05	ROAD DIST # 1	0.005679020	0.5679 %	0.021387834	0.000121461	-0.000121461	0.005557559
007.30	CONSOL. FIRE PRO.DIST.OF L.A.CO.	0.170588942	17.0588 %	0.021387834	0.003648527	-0.003648527	0.166940415
007.31	L A C FIRE-FFW	0.006970473	0.6970 %	0.021387834	0.000149083	0.000000000	0.006970473
030.10	L.A.CO.FL.CON.DR.IMP.DIST.MAINT.	0.001662250	0.1662 %	0.021387834	0.000035551	-0.000035551	0.001626699
030.70	LA CO FLOOD CONTROL MAINT	0.009407094	0.9407 %	0.021387834	0.000201197	-0.000201197	0.009205897
061.80	GREATER L A CO VECTOR CONTROL	0.000358591	0.0358 %	0.021387834	0.000007669	-0.000007669	0.000350922
066.50	CO SANIT DIST NO 15 OPERATING	0.012730121	1.2730 %	0.021387834	0.000272269	-0.000272269	0.012457852
368.05	UPPER SAN GAB. VY. MUN. WATER	0.000547699	0.0547 %	0.021387834	0.000011714	-0.000011714	0.000535985
400.00	EDUCATIONAL REV AUGMENTATION FD	0.069138904	6.9138 %	0.021387834	0.001478731	EXEMPT	0.069138904
400.01	EDUCATIONAL AUG FD IMPOUND	0.131877650	13.1877 %	0.021387834	0.002820577	EXEMPT	0.131877650
400.15	COUNTY SCHOOL SERVICES	0.001375922	0.1375 %	0.021387834	0.000029427	EXEMPT	0.001375922
400.21	CHILDREN'S INSTIL TUITION FUND	0.002730791	0.2730 %	0.021387834	0.000058405	EXEMPT	0.002730791
809.04	MT.SAN ANTONIO COMMUNITY COLLEGE	0.029472021	2.9472 %	0.021387834	0.000630342	EXEMPT	0.029472021
809.20	MT SAN ANTONIO CHILDRENS CTR FD	0.000284471	0.0284 %	0.021387834	0.000006084	EXEMPT	0.000284471
821.03	BASSETT UNIFIED SCHOOL DISTRICT	0.219931624	21.9931 %	0.021387834	0.004703861	EXEMPT	0.219931624
821.06	CO.SCH.SERV.FD.- BASSETT	0.009816925	0.9816 %	0.021387834	0.000209962	EXEMPT	0.009816925



ANNEXATION NUMBER: 14-221

PROJECT NAME: PETITION NO. 14-221

TRA: 02228

ACCOUNT #	TAXING AGENCY	CURRENT TAX SHARE	PERCENT	PROPOSED DIST SHARE	ALLOCATED SHARE	ADJUSTMENTS	NET SHARE
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821.07	DEV.CTR.HDCPD.MINOR-BASSETT	0.001234428	0.1234 %	0.021387834	0.000026401	EXEMPT	0.001234428
***019.40	CO LIGHTING MAINT DIST NO 1687	0.000000000	0.0000 %	0.021387834	0.000000000	0.000000000	0.011424044
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	TOTAL:	1.000000000	100.0000 %		0.021387834	-0.011424044	1.000000000



The foregoing Resolution was adopted on the \_\_\_\_\_ day of \_\_\_\_\_, 2022, by the Board of Supervisors of the County of Los Angeles and ex-officio the governing body of all other special assessments and taxing districts, agencies, and authorities for which said Board so acts.

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

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

APPROVED AS TO FORM:

DAWYN R. HARRISON  
Acting County Counsel

By Talin Halabi  
Deputy



**JOINT RESOLUTION OF  
THE BOARD OF SUPERVISORS OF COUNTY OF LOS ANGELES, THE BOARD OF  
TRUSTEES OF THE GREATER LOS ANGELES COUNTY VECTOR CONTROL  
DISTRICT, THE BOARD OF DIRECTORS OF THE COUNTY SANITATION  
DISTRICT NO.18 OF LOS ANGELES COUNTY, AND THE BOARD OF DIRECTORS  
OF THE WATER REPLENISHMENT DISTRICT OF SOUTHERN CALIFORNIA  
APPROVING AND ACCEPTING THE NEGOTIATED EXCHANGE OF PROPERTY  
TAX REVENUES RESULTING FROM ANNEXATION OF PETITION NO. 36-416 TO  
COUNTY LIGHTING MAINTENANCE DISTRICT 1687**

WHEREAS, pursuant to Section 99.01 of the California Revenue and Taxation Code, prior to the effective date of any jurisdictional change that will result in a special district providing one or more services to an area where those services have not previously been provided by any local agency, the special district and each local agency that receives an apportionment of property tax revenue from the area must negotiate an exchange of property tax increment generated in the area subject to the jurisdictional change and attributable to those local agencies; and

WHEREAS, the Board of Supervisors of the County of Los Angeles, acting on behalf of the County Lighting Maintenance District (CLMD) 1687, Los Angeles County General Fund, Los Angeles County Public Library, Los Angeles County Road District 4, the Consolidated Fire Protection District of Los Angeles County, Los Angeles County Flood Control Drainage Improvement Maintenance District, and Los Angeles County Flood Control District; the Board of Trustees of the Greater Los Angeles County Vector Control District; the Board of Directors of the County Sanitation District No. 18 of Los Angeles County; and the Board of Directors of the Water Replenishment District of Southern California have determined that the amount of property tax revenue to be exchanged between their respective agencies as a result of the annexation proposal identified as Petition No. 36-416 to CLMD 1687 is as shown on the attached Property Tax Transfer Resolution Worksheet.

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NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

1. The negotiated exchange of property tax revenues between the CLMD 1687, Los Angeles County General Fund, Los Angeles County Public Library, Los Angeles County Road District 4, the Consolidated Fire Protection District of Los Angeles County, Los Angeles County Flood Control Drainage Improvement Maintenance District, Los Angeles County Flood Control District, the Greater Los Angeles County Vector Control District, the County Sanitation District No. 18 of Los Angeles County, and the Water Replenishment District of Southern California resulting from the annexation of Petition No. 36-416 to CLMD 1687 is approved and accepted.

2. For fiscal years commencing on or after July 1, 2022, or the July 1 after the effective date of this jurisdictional change, whichever is later, the property tax revenue increment generated from the area within Petition No. 36-416, Tax Rate Area 03540, shall be allocated to the affected agencies as indicated on the attached Property Tax Transfer Resolution Worksheet.

3. No transfer of property tax revenues other than those specified in Paragraph 2 shall be made as a result of the annexation of Petition No. 36-416.

4. If at any time after the effective date of this resolution, the calculations used herein to determine initial property tax transfers or the data used to perform those calculations are found to be incorrect, thus producing an improper or inaccurate property tax transfer, the property tax transfer shall be recalculated and the corrected transfer shall be implemented for the next fiscal year.

PASSED, APPROVED, AND ADOPTED this 18<sup>th</sup> day of November 2021, by the following vote:

AYES: 31  
NOES: 0  
ABSENT: 6  
ABSTAIN: 0

GREATER LOS ANGELES COUNTY  
VECTOR CONTROL DISTRICT

By Heidi Heinrich  
President, Board of Trustees

ATTEST: [Signature]  
Secretary

11-18-2021  
Date



**JOINT RESOLUTION OF  
THE BOARD OF SUPERVISORS OF COUNTY OF LOS ANGELES, THE BOARD OF  
TRUSTEES OF THE GREATER LOS ANGELES COUNTY VECTOR CONTROL  
DISTRICT, THE BOARD OF DIRECTORS OF THE COUNTY SANITATION  
DISTRICT NO.18 OF LOS ANGELES COUNTY, AND THE BOARD OF DIRECTORS  
OF THE WATER REPLENISHMENT DISTRICT OF SOUTHERN CALIFORNIA  
APPROVING AND ACCEPTING THE NEGOTIATED EXCHANGE OF PROPERTY  
TAX REVENUES RESULTING FROM ANNEXATION OF PETITION NO. 36-416  
TO COUNTY LIGHTING MAINTENANCE DISTRICT 1687**

WHEREAS, pursuant to Section 99.01 of the California Revenue and Taxation Code, prior to the effective date of any jurisdictional change that will result in a special district providing one or more services to an area where those services have not previously been provided by any local agency, the special district and each local agency that receives an apportionment of property tax revenue from the area must negotiate an exchange of property tax increment generated in the area subject to the jurisdictional change and attributable to those local agencies; and

WHEREAS, the Board of Supervisors of the County of Los Angeles, acting on behalf of the County Lighting Maintenance District (CLMD) 1687, Los Angeles County General Fund, Los Angeles County Public Library, Los Angeles County Road District 4, the Consolidated Fire Protection District of Los Angeles County, Los Angeles County Flood Control Drainage Improvement Maintenance District, and Los Angeles County Flood Control District; the Board of Trustees of the Greater Los Angeles County Vector Control District; the Board of Directors of the County Sanitation District No. 18 of Los Angeles County; and the Board of Directors of the Water Replenishment District of Southern California have determined that the amount of property tax revenue to be exchanged between their respective agencies as a result of the annexation proposal identified as Petition No. 36-416 to CLMD 1687 is as shown on the attached Property Tax Transfer Resolution Worksheet.

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NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

1. The negotiated exchange of property tax revenues between the CLMD 1687, Los Angeles County General Fund, Los Angeles County Public Library, Los Angeles County Road District 4, the Consolidated Fire Protection District of Los Angeles County, Los Angeles County Flood Control Drainage Improvement Maintenance District, Los Angeles County Flood Control District, the Greater Los Angeles County Vector Control District, the County Sanitation District No. 18 of Los Angeles County, and the Water Replenishment District of Southern California resulting from the annexation of Petition No. 36-416 to CLMD 1687 is approved and accepted.

2. For fiscal years commencing on or after July 1, 2022, or the July 1 after the effective date of this jurisdictional change, whichever is later, the property tax revenue increment generated from the area within Petition No. 36-416, Tax Rate Area 03540, shall be allocated to the affected agencies as indicated on the attached Property Tax Transfer Resolution Worksheet.

3. No transfer of property tax revenues other than those specified in Paragraph 2 shall be made as a result of the annexation of Petition No. 36-416.

4. If at any time after the effective date of this resolution, the calculations used herein to determine initial property tax transfers or the data used to perform those calculations are found to be incorrect, thus producing an improper or inaccurate property tax transfer, the property tax transfer shall be recalculated and the corrected transfer shall be implemented for the next fiscal year.

PASSED, APPROVED, AND ADOPTED this 26th day of January 2022 by the following vote:

AYES: Directors De Ruse, Dunton, Hu, Laherty, Mitchell, Moss, Pacheco, Ramirez, Rodriguez, Warner and Taj

NOES: None

ABSENT: Director Sanchez

ABSTAIN: None

COUNTY SANITATION DISTRICT NO. 18  
OF LOS ANGELES COUNTY

By Ali Sajjad Taj  
Chairperson, Board of Directors

ATTEST Emberly A. Christensen  
Secretary

January 26, 2022  
Date



**RESOLUTION NO. 22-1174**

**JOINT RESOLUTION OF  
THE BOARD OF SUPERVISORS OF COUNTY OF LOS ANGELES, THE BOARD OF  
TRUSTEES OF THE GREATER LOS ANGELES COUNTY VECTOR CONTROL  
DISTRICT, THE BOARD OF DIRECTORS OF THE COUNTY SANITATION  
DISTRICT NO.18 OF LOS ANGELES COUNTY, AND THE BOARD OF DIRECTORS  
OF THE WATER REPLENISHMENT DISTRICT OF SOUTHERN CALIFORNIA  
APPROVING AND ACCEPTING THE NEGOTIATED EXCHANGE OF PROPERTY  
TAX REVENUES RESULTING FROM ANNEXATION OF PETITION NO. 36-416 TO  
COUNTY LIGHTING MAINTENANCE DISTRICT 1687**

WHEREAS, pursuant to Section 99.01 of the California Revenue and Taxation Code, prior to the effective date of any jurisdictional change that will result in a special district providing one or more services to an area where those services have not previously been provided by any local agency, the special district and each local agency that receives an apportionment of property tax revenue from the area must negotiate an exchange of property tax increment generated in the area subject to the jurisdictional change and attributable to those local agencies; and

WHEREAS, the Board of Supervisors of the County of Los Angeles, acting on behalf of the County Lighting Maintenance District (CLMD) 1687, Los Angeles County General Fund, Los Angeles County Public Library, Los Angeles County Road District 4, the Consolidated Fire Protection District of Los Angeles County, Los Angeles County Flood Control Drainage Improvement Maintenance District, and Los Angeles County Flood Control District; the Board of Trustees of the Greater Los Angeles County Vector Control District; the Board of Directors of the County Sanitation District No. 18 of Los Angeles County; and the Board of Directors of the Water Replenishment District of Southern California have determined that the amount of property tax revenue to be exchanged between their respective agencies as a result of the annexation proposal identified as Petition No. 36-416 to CLMD 1687 is as shown on the attached Property Tax Transfer Resolution Worksheet.

[illegible]



NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

1. The negotiated exchange of property tax revenues between the CLMD 1687, Los Angeles County General Fund, Los Angeles County Public Library, Los Angeles County Road District 4, the Consolidated Fire Protection District of Los Angeles County, Los Angeles County Flood Control Drainage Improvement Maintenance District, Los Angeles County Flood Control District, the Greater Los Angeles County Vector Control District, the County Sanitation District No. 18 of Los Angeles County, and the Water Replenishment District of Southern California resulting from the annexation of Petition No. 36-416 to CLMD 1687 is approved and accepted.

2. For fiscal years commencing on or after July 1, 2022, or the July 1 after the effective date of this jurisdictional change, whichever is later, the property tax revenue increment generated from the area within Petition No. 36-416, Tax Rate Area 03540, shall be allocated to the affected agencies as indicated on the attached Property Tax Transfer Resolution Worksheet.

3. No transfer of property tax revenues other than those specified in Paragraph 2 shall be made as a result of the annexation of Petition No. 36-416.

4. If at any time after the effective date of this resolution, the calculations used herein to determine initial property tax transfers or the data used to perform those calculations are found to be incorrect, thus producing an improper or inaccurate property tax transfer, the property tax transfer shall be recalculated and the corrected transfer shall be implemented for the next fiscal year.

PASSED, APPROVED, AND ADOPTED this 17 day of March 2022,  
by the following vote:

AYES: 4  
NOES: 0  
ABSENT: 1  
ABSTAIN: 0

WATER REPLENISHMENT DISTRICT  
OF SOUTHERN CALIFORNIA

By [Signature]  
President, Board of Directors

ATTEST:

[Signature]  
Secretary

3-17-22  
Date



ANNEXATION TO: CO LIGHTING MAINT DIST NO 1687  
 ACCOUNT NUMBER: 019.40  
 TRA: 03540  
 EFFECTIVE DATE: 07/01/2021  
 ANNEXATION NUMBER: 36-416 PROJECT NAME: PETITION NO 36-416  
 DISTRICT SHARE: 0.021387834

ACCOUNT #	TAXING AGENCY	CURRENT TAX SHARE	PERCENT	PROPOSED DIST SHARE	ALLOCATED SHARE	ADJUSTMENTS	NET SHARE
-----	-----	-----	-----	-----	-----	-----	-----
001.05	LOS ANGELES COUNTY GENERAL	0.319715103	31.9726 %	0.021387834	0.006838025	-0.006997512	0.312717591
001.20	L.A. COUNTY ACCUM CAP OUTLAY	0.000114665	0.0114 %	0.021387834	0.000002452	0.000000000	0.000114665
003.01	L A COUNTY LIBRARY	0.023524155	2.3524 %	0.021387834	0.000503130	-0.000503130	0.023021025
005.20	ROAD DIST # 4	0.005869700	0.5869 %	0.021387834	0.000125540	-0.000125540	0.005744160
007.30	CONSOL. FIRE PRO.DIST.OF L.A.CO.	0.176315949	17.6315 %	0.021387834	0.003771016	-0.003771016	0.172544933
007.31	L A C FIRE-FFW	0.007342266	0.7342 %	0.021387834	0.000157035	0.000000000	0.007342266
030.10	L.A.CO.FL.CON.DR.IMP.DIST.MAINT.	0.001749890	0.1749 %	0.021387834	0.000037426	-0.000037426	0.001712464
030.70	LA CO FLOOD CONTROL MAINT	0.009903067	0.9903 %	0.021387834	0.000211805	-0.000211805	0.009691262
061.80	GREATER L A CO VECTOR CONTROL	0.000376572	0.0376 %	0.021387834	0.000008054	-0.000008054	0.000368518
066.65	CO SANIT DIST NO 18 OPERATING	0.012836262	1.2836 %	0.021387834	0.000274539	-0.000274539	0.012561723
350.90	WTR REPLENISHMENT DIST OF SO CAL	0.000175114	0.0175 %	0.021387834	0.000003745	-0.000003745	0.000171369
400.00	EDUCATIONAL REV AUGMENTATION FD	0.067965233	6.7965 %	0.021387834	0.001453629	EXEMPT	0.067965233
400.01	EDUCATIONAL AUG FD IMPOUND	0.131877650	13.1877 %	0.021387834	0.002820577	EXEMPT	0.131877650
400.15	COUNTY SCHOOL SERVICES	0.001422145	0.1422 %	0.021387834	0.000030416	EXEMPT	0.001422145
400.21	CHILDREN'S INSTIL TUITION FUND	0.002822443	0.2822 %	0.021387834	0.000060365	EXEMPT	0.002822443
469.01	EAST WHITTIER CITY SCHOOL DIST	0.069855666	6.9855 %	0.021387834	0.001494061	EXEMPT	0.069855666
469.06	CO.SCH.SERV.FD.- EAST WHITTIER	0.000007994	0.0007 %	0.021387834	0.000000170	EXEMPT	0.000007994
469.07	DEV.CTR.HDCPD. MINOR-E. WHITTIER	0.000536954	0.0536 %	0.021387834	0.000011484	EXEMPT	0.000536954
789.02	WHITTIER UNION HIGH SCHOOL DIST	0.101988257	10.1988 %	0.021387834	0.002181307	EXEMPT	0.101988257



ANNEXATION NUMBER: 36-416

PROJECT NAME: PETITION NO 36-416

TRA: 03540

ACCOUNT #	TAXING AGENCY	CURRENT TAX SHARE	PERCENT	PROPOSED DIST SHARE	ALLOCATED SHARE	ADJUSTMENTS	NET SHARE
789.07	WHITTIER HIGH-ELEM SCHOOL FUND	0.043525678	4.3525 %	0.021387834	0.000930919	EXEMPT	0.043525678
789.08	DEV CTR HDCPD MINOR WHITTIER	0.000166261	0.0166 %	0.021387834	0.000003555	EXEMPT	0.000166261
816.04	RIO HONDO COMMUNITY COLLEGE DIST	0.021869159	2.1869 %	0.021387834	0.000467733	EXEMPT	0.021869159
816.20	RIO HONDO CHILDRENS CTR FUND	0.000039817	0.0039 %	0.021387834	0.000000851	EXEMPT	0.000039817
***019.40	CO LIGHTING MAINT DIST NO 1687	0.000000000	0.0000 %	0.021387834	0.000000000	0.000000000	0.011932767
TOTAL:		1.000000000	100.0000 %		0.021387834	-0.011932767	1.000000000



The foregoing Resolution was adopted on the \_\_\_\_\_ day of \_\_\_\_\_, 2022, by the Board of Supervisors of the County of Los Angeles and ex-officio the governing body of all other special assessments and taxing districts, agencies, and authorities for which said Board so acts.

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

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

APPROVED AS TO FORM:

DAWYN R. HARRISON  
Acting County Counsel

By Talin Halabi  
Deputy



# BOARD LETTER/MEMO CLUSTER FACT SHEET

☒ Board Letter

☐ Board Memo

☐ Other

<b>CLUSTER AGENDA REVIEW DATE</b>	8/31/2022				
<b>BOARD MEETING DATE</b>	9/13/2022				
<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>	Resolution to Apply for and Accept Assembly Bill No. 97 Specified Funding FY 2017-18, for Puente Creek Greenway Project				
<b>PROGRAM</b>	General Fund Specified Grant from the California Natural Resources Agency (CNRA)				
<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>	While not "urgent", this Board agenda item is a priority since the CNRA requested the grant application and the Board Resolution as soon as possible.				
<b>COST &amp; FUNDING</b>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; vertical-align: top;">           Total cost: \$12,115,000         </td> <td style="width: 50%; vertical-align: top;">           Funding source:           <ul style="list-style-type: none"> <li>CNRA Grant</li> <li>Flood Control District Fund</li> <li>First Supervisorial District's Transportation Improvement Program Measure R Local Return funds</li> <li>State and Federal transportation grant funding under the Active Transportation Program</li> </ul> </td> </tr> </table>			Total cost: \$12,115,000	Funding source: <ul style="list-style-type: none"> <li>CNRA Grant</li> <li>Flood Control District Fund</li> <li>First Supervisorial District's Transportation Improvement Program Measure R Local Return funds</li> <li>State and Federal transportation grant funding under the Active Transportation Program</li> </ul>
Total cost: \$12,115,000	Funding source: <ul style="list-style-type: none"> <li>CNRA Grant</li> <li>Flood Control District Fund</li> <li>First Supervisorial District's Transportation Improvement Program Measure R Local Return funds</li> <li>State and Federal transportation grant funding under the Active Transportation Program</li> </ul>				
	TERMS (if applicable): The CNRA Grant Agreement defines the project performance period from June 1, 2022, to March 1, 2024 (Board Letter requests District approval to execute grant agreement and amendments).				
	Explanation: <ul style="list-style-type: none"> <li>Greenway Portion- CNRA General Fund Grant: \$3,000,000; District Fund: \$375,000</li> <li>Bikeway Portion- \$2,960,000 Federal transportation grant funding under the Active Transportation Program; \$5,780,000 First Supervisorial District's Transportation Improvement Program Measure R Local Return funds</li> </ul>				
<b>PURPOSE OF REQUEST</b>	Adopt a resolution approving the acceptance of grant funds from the California Natural Resources Agency under the Assembly Bill No. 97 Specified Funding FY 2017-18, General Fund Specified Grant Program of up to \$3,000,000 for the Puente Creek Greenway Project.				
<b>BACKGROUND (include internal/external issues that may exist including any related motions)</b>	<p>In May 2018, \$10 million of the 2017-18 State Budget was appropriated to the CNRA for "Los Angeles County, River Restoration Projects" with support from Supervisor Hilda L. Solis and Assembly Speaker Anthony Rendon. \$3 million of the grant funds is dedicated to the construction of the Puente Creek Greenway Project.</p> <p>The Puente Creek Greenway Project is identified as an early implementation project of the San Gabriel Valley Greenway Network and will serve as a model for a partnership with cities in the development of future greenway projects. On May 16, 2017, the Board of Supervisors approved the San Gabriel Valley Greenway Network Strategic Implementation Plan Motion that instructed Public Works, as the lead agency, to develop an implementation plan that envisions a world class, interconnected network of greenways along District channels throughout the San Gabriel Valley that will provide</p>				



	for recreation, pedestrian and bicycle transportation, habitat, and water quality by utilizing the corridors along the District right of way.
<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: The Puente Creek Greenway will support Board Priority #7: Sustainability. The project will expand access to recreational opportunities in an area of high park need in line with the Priority focus to make the County healthier, more livable, and more equitable.
<b>DEPARTMENTAL CONTACTS</b>	Name, Title, Phone # & Email: Keith Lilley, Deputy Director, Office (626) 458-4012 or <a href="mailto:klilley@pw.lacounty.gov">klilley@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:

September 13, 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:

**WATER RESOURCES CORE SERVICE AREA  
APPROVAL OF PUENTE CREEK BIKEWAY PROJECT  
RESOLUTION TO APPLY FOR AND ACCEPT GRANT FOR GREENWAY  
COMPONENT OF PROJECT BETWEEN HACIENDA BOULEVARD AND RIMGROVE  
DRIVE IN CITIES OF INDUSTRY AND LA PUENTE AND UNINCORPORATED  
COMMUNITY OF VALINDA  
(SUPERVISORIAL DISTRICT 1)  
(3 VOTES)**

**SUBJECT**

Public Works recommends that the Board approve the Puente Creek Bikeway Project, on behalf of the County and the Los Angeles County Flood Control District, and adopt a resolution to authorize the Chief Engineer of the Los Angeles County Flood Control District or his designee to file an application for a General Fund Specified Grant from the California Natural Resources Agency for the greenway elements of the Project; and if awarded, accept the grant funds and execute an agreement with the California Natural Resources Agency to define roles and responsibilities with respect to the grant funds.

**IT IS RECOMMENDED THAT THE BOARD ACTING AS THE GOVERNING BODY OF  
THE COUNTY OF LOS ANGELES:**

1. Determine that the recommended actions are within the scope of the Puente Creek Bikeway project impacts analyzed in the Program Environmental Impact Report for the 2012 Bicycle Master Plan previously certified by the Board.
2. Approve the Puente Creek Bikeway Project.



**IT IS RECOMMENDED THAT THE BOARD ACTING AS THE GOVERNING BODY OF THE LOS ANGELES COUNTY FLOOD CONTROL DISTRICT:**

1. As responsible agency, consider the Program Environmental Impact Report for the 2012 Bicycle Master Plan prepared and certified by the County as lead agency for the project; certify that the Board has independently reviewed and considered the information contained in the Program Environmental Impact Report reached its own conclusions regarding the environmental effects of the District's approvals related to the project as shown in the Program Environmental Impact Report; adopt the mitigation monitoring program as applicable; and determine that the significant adverse effects of the project have been reduced to an acceptable level or are outweighed by the specific considerations of the project, as outlined in the Environmental Findings of Fact, which findings are adopted and incorporated herein by reference as applicable.
2. Approve the Puente Creek Bikeway Project and adopt a resolution (1) approving the acceptance of grant funds from the California Natural Resources Agency under the Assembly Bill No. 97 Specified Funding Fiscal Year 2017-18, General Fund Specified Grant Program of up to \$3,000,000 for the greenway elements of the Project; (2) certifying that the Los Angeles County Flood Control District understands the assurances and certification in the Project Information Form; (3) certifying that, if the project is completed, the Los Angeles County Flood Control District will have sufficient funds to operate and maintain the greenway elements of the Project or will enter into an agreement with another entity to perform said operation and maintenance; (4) certifying that the Los Angeles County Flood Control District understands the General Provisions of the standard grant agreement; and (5) appointing the Chief Engineer of the Los Angeles County Flood Control District or his designee as agent to conduct all negotiations, execute and submit all documents including, but not limited to Project Information Form, agreements and payment requests, which may be necessary for the completion of the greenway elements of the Project.
3. Authorize the Chief Engineer of the Los Angeles County Flood Control District or his designee to execute the grant agreement and amendments to the grant agreement with the California Natural Resources Agency as necessary to complete the greenway elements of the Project, including extensions of time, minor changes in Project scope, and alterations in the Project budget or grant amount of up to 10 percent.



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

Approval of the recommended actions will comply with the California Environmental Quality Act.

Approval of the recommended actions will also allow the Los Angeles County Flood Control District to apply for and accept up to \$3,000,000 from the Assembly Bill No. 97, Specified Funding Fiscal Year 2017-18, General Fund Specified Grant Program (Grant) and enter into a grant agreement and any necessary amendments with the California Natural Resources Agency (CNRA) for the greenway elements of the Puente Creek Bikeway Project.

The Puente Creek Bikeway Project (Project) consists of a 2-mile long multi-use trail along the Puente Creek Channel access road between Hacienda Boulevard and Rimgrove Drive. The Project will include the following greenway elements to be implemented by the District: planting native and drought tolerant landscaping where possible, new omega style fencing along the channel, wayfinding signage, new decorative wrought iron access gates, new chain link fence along the District's right of way boundary and a rest area near Valinda Avenue featuring amenities such as a trellis, a bench, a trash receptacle, and pet waste dispenser. The County will implement and maintain the Class I bikeway improvements.

California Natural Resources Agency's grant procedures require the Board to adopt the enclosed resolution (Enclosure A), which (1) approves the acceptance of grant funds from CNRA under the Assembly Bill No. 97 Specified Funding FY 2017-18, General Fund Specified Grant Program of up to \$3,000,000 for the greenway elements of the Project; (2) certifies that the Los Angeles County Flood Control District understands the assurances and certification in the Project Information Form (Enclosure B); (3) certifies that, if the Project is completed, the Los Angeles County Flood Control District will have sufficient funds to operate and maintain the greenway elements of the Project or will enter into an agreement with another entity to perform said operation and maintenance; (4) certifies that the Los Angeles County Flood Control District understands the General Provisions of the standard grant agreement (Enclosure C); and (5) appoints the Chief Engineer of the Los Angeles County Flood Control District or his designee as agent to conduct all negotiations, execute and submit all documents including, but not limited to Project Information Form, agreements and payment requests, which may be necessary for the completion of the greenway elements of the Project.

The Project will improve: the aesthetics of the flood control channel right of way; mobility for users by connecting them to a community park, local schools, and other amenities; and the health and safety of pedestrians and bicyclists of the surrounding communities. On May 16, 2017, the Board of Supervisors approved the San Gabriel Valley Greenway Network Strategic Implementation Plan Motion that instructed Public Works, as the lead agency, and Department of Parks and Recreation, in consultation with the Healthy Design



Workgroup, the Water Conservation Authority, and the San Gabriel Valley Council of Governments to develop an implementation plan that envisions a world-class, interconnected network of greenways along District channels throughout the San Gabriel Valley that will provide for recreation, pedestrian and bicycle transportation, habitat, and water quality by utilizing the corridors along the District right of way. The Project is identified as an early implementation project of the San Gabriel Valley Greenway Network and will serve as a model for a partnership with cities in the development of future greenway projects.

### **Implementation of Strategic Plan Goals**

The recommendations support County Strategic Plan Goal II.2 – Support the Wellness of our Communities, Objective II.2.4, Promote Active and Healthy Lifestyles, Strategy III.3 – Pursue Operational Effectiveness, Fiscal Responsibility, and Accountability, and Objective III.3.1, Maximize Revenue. The recommended actions promote collaborating across jurisdictions and developing partnerships to effectively manage and leverage resources for a project. This Project also supports the wellness of our communities by expanding access to recreational opportunities.

### **FISCAL IMPACT/FINANCING**

There will be no impact to the County General Fund.

The total project cost is estimated to be \$12,115,000. The CNRA Grant of \$3,000,000 will offset a portion of the cost for the greenway elements of the Puente Creek Bikeway Project. The remaining \$375,000 of the greenway elements of the project will be funded by the Flood Control District Fund. The Class I bikeway improvements of the Project will utilize State and Federal transportation grant funding in the amount of \$2,960,000 under the Active Transportation Program. The remaining project cost of \$5,780,000 for the Project Class I bikeway improvements is funded with the First Supervisorial District's Transportation Improvement Program Measure R Local Return funds.

Funding for this project is included in the Flood Control District Fund (B07 – Services and Supplies) and the First Supervisorial District's Transportation Improvement Program in the Measure R Local Return Fund (CN5 – Services and Supplies) Fiscal Year 2022-23 Budgets. Funding for future years will be requested through the annual budget process. Public Works will return to the Board for approval to advertise the project.

The cost for the greenway elements of the project and the respective operation and maintenance will be included in Flood Control District Fund budget through the annual budget process.



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

In May 2018, \$10 million of the 2017-18 State Budget was appropriated to the CNRA for “Los Angeles County, River Restoration Projects” with support from Supervisor Hilda L. Solis and Assembly Speaker Anthony Rendon. Three million dollars of the grant funds is dedicated to the construction of the greenway elements of the Puente Creek Bikeway Project.

California Natural Resources Agency requires the adoption of the enclosed resolution (Enclosure A) by the Board as part of the grant process. The resolution has been approved as to form by County Counsel.

The grant agreement will be substantially similar to the enclosed CNRA standard grant agreement (Enclosure C) and will be approved as to form by County Counsel prior to execution by the Chief Engineer or his designee.

## **ENVIRONMENTAL DOCUMENTATION**

The Flood Control District is acting as a responsible agency for the project. The County, as lead agency, prepared and initial study, consulted with the Flood Control District, and on February 28, 2012, the Board, acting as the governing body of the County of Los Angeles, certified the Program Environmental Impact Report (PEIR) for the 2012 Bicycle Master Plan project.

The recommended actions are within the scope of the project in the previously certified PEIR. The 2012 Bicycle Master Plan covered by the PEIR identifies Project 52 of the East San Gabriel Valley Planning Area as a proposed Class 1 bicycle path along the Puente Creek channel between Hacienda Boulevard and Azusa Avenue. The Project will implement a segment of this proposed facility. Policy IA 1.4.2 to, “provide landscaping along bikeways where appropriate”, and Policy 4.3 to, “develop maps and wayfinding signage and striping to assist navigating the regional bikeways” are goals of the Bicycle Master Plan. The Project will provide greenway elements and signage to support these program goals.

There are no changes to the project or to the circumstances under which the project is undertaken that require further review under the California Environmental Quality Act.

The previously certified PEIR is available and can be viewed at 900 South Fremont Avenue Alhambra, CA 91803 as well as <https://pw.lacounty.gov/tpp/bike/masterplan.cfm> on-line. The custodian of such documents and materials is the Environmental Planning Section Head, Transportation Planning and Programs Division, Los Angeles County Public Works.



The location of the documents and other materials constituting the record of the proceedings for the PEIR Board decision is available at <https://bos.lacounty.gov/Board-Meeting/MediaArchive>.

Upon the Board's approval of the project, the Los Angeles County Public Works will file a Notice of Determination with the County Clerk in accordance with Section 21152 of the California Public Resources Code.

**IMPACTS ON CURRENT SERVICES (OR PROJECTS)**

There will be no negative impact on current District services or projects during the implementation of the recommended services.

**CONCLUSION**

Please return an adopted copy of this letter and two originals of the resolution to Public Works, Stormwater Planning Division.

Respectfully submitted,

MARK PESTRELLA  
Director of Public Works

MP:KAL:tr

Enclosures

c: Chief Executive Office (Chia-Ann Yen)  
County Counsel (Mark Yanai)  
Executive Office









The foregoing Resolution was adopted on the \_\_\_\_\_ day of \_\_\_\_\_, 2022, by the Board of Supervisors of the County of Los Angeles acting as the governing body of the Los Angeles County Flood Control District.

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

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

APPROVED AS TO FORM:

DAWYN R. HARRISON  
Acting County Counsel

By   Digitally signed by Mark Yanai  
Date: 2022.05.31 08:33:09 -07'00'  
\_\_\_\_\_  
Deputy



**PROJECT INFORMATION FORM**

<b>Project Name</b>  Puente Creek Greenway - Between Hacienda Boulevard and Rimgrove Drive		<b>Estimated Date of Completion:</b> <u>March 2024</u>	
		<b>Grant Amount Requested:</b> \$ <u>3,000,000</u>	
		<b>Estimated Total Project Cost:</b> \$ <u>3,375,000</u> (State Grant and other funds and In-Kind donations)	
<b>Grantee Name (with mailing address)</b> Check one: Non-Profit <input type="checkbox"/> Local Public Agency <input checked="" type="checkbox"/> State Agency <input type="checkbox"/> Los Angeles County Flood Control District (LACFCD) 900 South Fremont Ave. Alhambra, California 91803		<b>County</b> Los Angeles	
		<b>Nearest City/Town</b> Unincorporated County Valinda, Cities of La Puente and Industry	
		<b>Project Address (or nearest cross street)</b> Puente Creek Channel at Hacienda Boulevard	
		<b>Senate Dist.</b> 22	<b>Assembly Dist.</b> 48 & 57
		<b>US Congressional Dist.</b> 32	
<b>Grantee's Representative Authorized in Resolution</b> (Signature required at the bottom of this page)			
Name: <u>Mark Pestrella</u>		Title: <u>Director of Public Works</u>	
Phone: <u>(626) 458-4001</u>		Email Address: <u>mpestrella@dpw.lacounty.gov</u>	
<b>Project Manager - Person with day to day responsibility for project (if different from authorized representative)</b>			
Name: <u>Julian Juarez</u>		Title: <u>Senior Civil Engineer</u>	
Phone: <u>(626) 458 - 7149</u>		Email Address: <u>jjuarez@dpw.lacounty.gov</u>	
<b>Brief Description of Project</b> (Summarize major activities to be funded by this Grant)  The proposed project includes 2-mile multi-use trail along Puente Creek Channel between Hacienda Boulevard and Rimgrove Drive. Improvements include planting native and drought tolerant landscaping, new omega style fencing along the channel, new chain link fence along District right of way boundary, way finding signage, new decorative access gates and a rest area near Valinda Avenue featuring amenities such as a trellis, a bench, a trash receptacle, and pet waste dispenser.		<b>Latitude</b>  34.032691 N	<b>Longitude</b>  117.930748 W
<b>Site Control/Land Tenure (Check the box that applies)</b>  <input checked="" type="checkbox"/> The grantee owns the property <input type="checkbox"/> The grantee leases the property Term end date: _____ <input checked="" type="checkbox"/> The grantee owns an easement on the property <input type="checkbox"/> The grantee has an MOU with the property owner		<b>CEQA/Environmental Requirements</b>  <input type="checkbox"/> Exempt from CEQA, pursuant to CEQA Guidelines #  <u>Article 19 of California Environmental Quality Act</u> (Attach Notice of Exemption)  <input type="checkbox"/> CEQA Approval received from another public Agency Attach lead agency's resolution approving the project, along with the Notice of Determination, Negative Declaration, or Mitigated Negative Declaration, stamped by State Clearinghouse and County Clerk's Office. <input checked="" type="checkbox"/> CEQA is not complete; CEQA will be finalized a year after execution of grant agreement as required by CNRA <input type="checkbox"/> CEQA does not apply to this project under Code Section: _____	
I certify that the information contained in this project application, including required attachments, is complete and accurate.			
Signed: _____ <div style="text-align: center; color: red;">Grantee's Authorized Representative as shown in Resolution</div>		_____ Date	
Mark Pestrella  <b>Print Name:</b>		Director of Public Works  <b>Print Title:</b>	
		<b>Designee? Y N</b> If yes, attach letter of designation from authorized representative.	



**STATE OF CALIFORNIA NATURAL RESOURCES AGENCY  
GRANT AGREEMENT**

**GRANTEE NAME:** County of Los Angeles

**PROJECT TITLE:** Puente Creek Greenway Between Hacienda Boulevard and Rimgrove Avenue Project

**AUTHORITY:** Assembly Bill No. 97 Specified Funding FY 2017/2018

**PROGRAM:** General Fund Specified Grant Projects

**AGREEMENT NUMBER:** GF1707-0

**TERM OF LAND TENURE:** 25 years from date of project completion as evidenced by Project Certification Form

**PROJECT PERFORMANCE PERIOD IS:** 06/01/2022 to 03/01/2024

Under the terms and conditions of this agreement, the applicant agrees to complete the project as described in the project scope set forth in Exhibit A and any subsequent amendments, and the State of California, acting through the Natural Resources Agency pursuant to Assembly Bill No. 74, agrees to fund the project up to the total grant amount indicated.

**PROJECT DESCRIPTION:**

See project description on page 1 and Exhibit A of the Agreement

Total State Grant not to exceed **\$3,000,000.00** (or project costs, whichever is less)

**The Special and General Provisions attached are made a part of and incorporated into the Agreement.**

**LOS ANGELES COUNTY  
FLOOD CONTROL DISTRICT**

**STATE OF CALIFORNIA  
NATURAL RESOURCES AGENCY**

By \_\_\_\_\_  
Mark Pestrella

Title Chief Engineer

Date \_\_\_\_\_

By \_\_\_\_\_  
Andrea Scharffer

Title Deputy Assistant Secretary, Bonds and Grants

Date \_\_\_\_\_

**CERTIFICATION OF FUNDING**

AMOUNT OF ESTIMATE FUNDING		AGREEMENT NUMBER		FUND			
\$3,000,000.00		GF1707-0		.0001– General Fund			
ADJ. INCREASING ENCUMBRANCE				FI\$Cal PO Number			
\$				0817			
ADJ. DECREASING ENCUMBRANCE		FUNCTION					
\$		Local Assistance					
UNENCUMBERED BALANCE		REF NUMBER	FUND	ENACTMENT YEAR	ACCOUNT NUMBER	ALT ACCOUNT	
\$		101	0001	2017	5432000	5432000000	
PROGRAM	PCBU	PROJECT	ACTIVITY	RPTG STRUCTURE	SVC LOC	AGENCY USE	BUDGET PERIOD
0320	0540	0540GF17070	30451	05400001	30451		2019

I hereby certify upon my personal knowledge that budgeted funds are available for this encumbrance

SIGNATURE OF ACCOUNTING OFFICER \_\_\_\_\_

DATE \_\_\_\_\_



**STATE OF CALIFORNIA NATURAL RESOURCES AGENCY  
GRANT AGREEMENT**

**Grantee Name:** Los Angeles County Flood Control District

**Project Title:** Puente Creek Greenway Between Hacienda Boulevard and Rimgrove Avenue Project

**Agreement Number:** GF1717-0

**Authority:** Assembly Bill No. 97 Specified Funding FY 2017/2018

**Program:** General Fund Specified Grant Projects

**PROJECT DESCRIPTION**

The proposed Puente Creek Greenway Project is a 2-mile-long multi-use trail along the Los Angeles County Flood Control District's Puente Creek Channel between Hacienda Boulevard and Rimgrove Drive in the Cities of La Puente and Industry, and the Unincorporated Valinda Community.

A detailed project scope and activities, project schedule and project budget are described and attached hereto as Exhibit A.

Grant Funds are to be used to support capital asset projects in accordance with the provisions contained in the Procedural Guide for General Fund Specified Grant Projects and this Agreement.

**TERMS AND CONDITIONS OF GRANT**

**Special Provisions**

1. As conditions precedent to the State's obligation to make any construction funding available pursuant to this agreement, Grantee shall first provide evidence of compliance with CEQA by April 1, 2023.
2. As conditions precedent to the State's obligation to make any funding available pursuant to this agreement, Grantee shall first provide evidence of adequate land tenure and evidence that the project will be operated and maintained for a minimum of twenty-five (25) years satisfactory to the State for all land to be improved under this agreement.

**General Provisions**

**A. Definitions**

1. The term "Act" means Assembly Bill No. 97.
2. The term "Acquisition" means obtaining a fee interest or any other interest, including easements, leases, and development rights.
3. The term "Agreement" means this Grant Agreement.
4. The term "Application" means the individual application form, its required attachments for grants pursuant to the enabling legislation and/or program and any applicable materials supplied by applicant to the California Natural Resources Agency prior to award.
5. The term "Application Guidelines" means the Procedural Guide for General Fund Specified Grant Projects.



6. The term "Development" means improvement, rehabilitation, restoration, enhancement, preservation, protection and interpretation or other similar activities.
7. The term "Fair Market Value" means the value placed upon the property as supported by an appraisal that has been reviewed and approved by the California Department of General Services (DGS).
8. The term "Grant" or "Grant Funds" means the money provided by the State to the Grantee in his agreement.
9. The term "Grant Agreement" means a contractual arrangement between the State and Grantee specifying the payment of funds by the State for the performance of specific project objectives within a specific project performance period by the Grantee.
10. The term "Grantee" means an applicant who has a signed agreement for grant funds.
11. The term "Interpretation" means visitor-serving amenities that communicate the significance and value of natural, historical and cultural resources in a manner that increases the understanding and enjoyment of these resources, or other similar activities.
12. The term "Other Sources of Funds" means cash or in-kind contributions that are required or used to complete the project beyond the grant funds provided by this Agreement.
13. The term "Payment Request Form" means Form RA212.
14. The term "Project" means the acquisition or development activity described in the application as modified by Exhibit A to be accomplished with grant funds.
15. The term "Project Budget" means the State approved cost estimate included as Exhibit A to this Agreement.
16. The term "Project Scope" means the description or activity for work to be accomplished by the project.
17. The term "State" means the Secretary for California Natural Resources or his/her representatives, or other political subdivision of the State.

B. Project Execution

1. Subject to the availability of funds in the Act, the State hereby grants to the Grantee a sum of money (Grant Funds) not to exceed the amount stated on the signature page in consideration of and on condition that the sum be expended in carrying out the purposes as set forth in the description of project in this Agreement and its attachments and under the Terms and Conditions set forth in this agreement.
2. Grantee shall furnish any and all additional funds that may be necessary to complete the project.
3. Grantee shall complete the project in accordance with the Project Performance Period set forth on the signature page unless an extension has been formally granted by the State and under the Terms and Conditions of this agreement. Extensions may be requested in advance and will be considered by State, at its sole discretion, in the event of circumstances beyond the control of the Grantee, but in no event beyond **May 1, 2024**.
4. Grantee shall at all times ensure that project complies with the California Environmental Quality Act (CEQA) (Public Resources Code, Division 13, commencing with section 21000, et. seq., Cal Code Regs tit. 14, section 15000 et. seq.) and all other environmental laws, including but not limited to obtaining all necessary permits. Grant funds will not be disbursed before the close of the period for legal challenge under CEQA.



Grant funds for planning and document preparation may be available sooner if included in the grant project scope (Exhibit A) and approved by the State. CEQA compliance shall be completed within one (1) year from the Grant Agreement start date unless an extension is granted by the State.

Changes to the scope resulting from CEQA compliance are permitted provided the State determines that the project continues to meet all objectives of the General Fund Specified Grant Project and is consistent with the intent cited in the original Application.

If a grantee's project is disapproved on grounds related to the California Natural Resource Agency's CEQA determination, the grantee shall have the option of either: (1) reimbursing the Natural Resources Agency for all state-reimbursed preliminary costs (e.g., planning, design, etc.), or (2) relinquishing any planning/design documents, including all copies, reproductions, and variations resulting from said funding, without a license to use or otherwise retain in any form.

5. Projects must comply with any applicable laws pertaining to prevailing wage and labor compliance.
6. Grantee certifies that the project does and will continue to comply with all current laws and regulations which apply to the project, including, but not limited to, legal requirements for construction contracts, building codes, environmental laws, health and safety codes, and disabled access laws. Grantee certifies that, prior to commencement of construction; all applicable permits and licenses (e.g., state contractor's license) will have been obtained.
7. Grantee shall provide access by the State upon 24-hours' notice to determine if project work is in accordance with the approved project scope, including a final inspection upon project completion.
8. Prior to the commencement of any work, Grantee agrees to submit in writing to the State for prior approval any deviation from the original project scope per Exhibit A and the application. Changes in project scope must continue to meet the need cited in the original application or they will not be approved. Any modification or alteration in the Project as set forth in the application on file with the State must be submitted to the State for approval. Any modification or alteration in the project must also comply with all current laws and regulations, including but not limited to CEQA.
9. Grantee shall provide for public access and/or educational features where feasible.
10. Grantee must have (1) fee title, (2) leasehold, or (3) other interest to project lands and demonstrate to the satisfaction of the State that the proposed project will provide public benefits that are commensurate with the type and duration of the interest in land. Any acquisition of project lands by Grantee following award shall not involve eminent domain proceedings or threat of eminent domain proceedings.
11. Grantee shall promptly provide photographs of the site during and after implementation of project at the request of the State.

**C. Project Costs**

1. Grant funds provided to Grantee under this agreement will be disbursed for eligible costs, on a reimbursement basis. Requests for advance funds are allowable on a case-by-case basis, at the State's discretion. Payments are made as follows, but shall not exceed in any event the amount set forth on the signature page of this agreement:
  - a. Grantee agrees to use any Grant Funds advanced by the State under the terms of this Agreement solely for the project herein described.



- b. Approved direct management costs or construction and development costs. Up to ten percent (10%) of the reimbursement amount will be held back and issued as a final payment upon completion of the project.
  - c. If Grant Funds are advanced, the Grantee shall place these Funds in a separate interest-bearing account, setting up and identifying such account prior to the advance. Interest earned on Grant Funds shall be used on the project, as approved by the State. Any overpayment of Grant Funds in excess of final project costs shall be returned to the State within sixty (60) days of completion of the project or the end of the project performance period as shown on the signature page, whichever is earlier.
  - d. Remaining grant funds shall be paid up to the total amount of the grant funds or the actual project cost, whichever is less, upon completion of the project, receipt of a detailed summary of project costs from the Grantee found to be satisfactory by the State, and the satisfactory completion of a site inspection by the State.
2. Payment Documentation:
- a. All payment requests must be submitted using a completed Payment Request Form. This form must be accompanied by an itemized list of all expenditures that clearly documents the check numbers, dates, recipients, line-item description as described in the project budget approved by the State and amounts. Each payment request must also include proof of payment such as receipts, paid invoices, canceled checks or other forms of documentation demonstrating payment has been made.
  - b. Any payment request that is submitted without the required itemization and documentation will not be authorized. If the payment request package is incomplete, inadequate, or inaccurate, the State will inform the Grantee and hold the payment request until all required information is received or corrected. Any penalties imposed on the Grantee by a contractor, or other consequence, because of delays in payment will be paid by the Grantee and is not reimbursable under this agreement.
3. Grant funds in this award have a limited period in which they must be expended. Grantee expenditures funded by the State must occur within the time frame of the Project Performance Period as indicated in this agreement.
4. The State reserves the right to request reimbursement of any funds spent on the project, even funds deemed eligible costs, if the project is not completed in accordance with the Grant Agreement and the guidelines.
5. Except as otherwise provided herein, the Grantee shall expend grant funds in the manner described in the Exhibit A approved by the State. The total dollars of a category in the project budget may be increased by up to ten percent (10%) through a reallocation of funds from another category, without approval by the State. However, the Grantee shall notify the State in writing when any such reallocation is made and shall identify both the item(s) being increased and those being decreased. Any cumulative increase or decrease of more than ten percent (10%) from the original budget in the amount of a category must be approved by the State. In any event, the total amount of the grant funds may not be increased, nor may any adjustments exceed the limits for management costs as described in the Application Guidelines.

**D. Project Administration**

- 1. Grantee shall promptly provide project reports and/or photographs upon request by the State. In any event Grantee shall provide the State a report showing total final project expenditures with the final payment request and required closing documents.



2. Grantee shall make property and facilities acquired or developed pursuant to this agreement available for inspection upon request by the State.
3. Grantee shall use any income earned by the Grantee from use of the project to further project purposes, or, if approved by the State, for related purposes within the jurisdiction.
4. Grantee shall submit all documentation for project completion, including a notice of completion as applicable and final reimbursement within ninety (90) days of project completion, but in no event any later than **May 1, 2024**.
5. Final payment is contingent upon State verification that project is consistent with project scope as described in Exhibit A, together with any State approved amendments.
6. This agreement may be amended by mutual agreement in writing between Grantee and State. Any request by the Grantee for amendments must be in writing stating the amendment request and reason for the request. The Grantee shall make requests in a timely manner and in no event less than sixty (60) days before the effective date of the proposed amendment.
7. Grantee must report to the State all sources of other funds for the project.

E. Project Termination

1. The State reserves the right to terminate a Grant Agreement for any reason at any time. There are no vested rights or entitlements to funding that a Grantee can or should rely upon, and once a notice of termination is provided to the Applicant, only authorized and eligible work prior to that notification of termination will be paid by the State.
2. Prior to the completion of project construction, either party may terminate this agreement by providing the other party with thirty (30) days' written notice of such termination. The State may also terminate this Grant Agreement for any reason at any time if it learns of or otherwise discovers that there is a violation of any state or federal law or policy by Grantee which affects performance of this, or any other grant agreement or contract entered into with the State.
3. If the State terminates without cause the agreement prior to the end of the project Performance Period, the Grantee shall take all reasonable measures to prevent further costs to the State under this agreement. The State shall be responsible for any reasonable and non-cancelable obligations incurred by the Grantee in the performance of the agreement prior to the date of the notice to terminate, but only up to the undisbursed balance of funding authorized in this agreement.
4. If the Grantee fails to complete the project in accordance with this agreement or fails to fulfill any other obligations of this agreement prior to the termination date, the Grantee shall be liable for immediate repayment to the State of all amounts disbursed by the State under this agreement, plus accrued interest and any further costs related to the project. The State may, at its sole discretion, consider extenuating circumstances and not require repayment for work partially completed provided that the State determines it is in the State's best interest to do so. This paragraph shall not be deemed to limit any other remedies available to the State for breach of this agreement.
5. Failure by the Grantee to comply with the terms of this agreement or any other agreement under the Act may be cause for suspension of all obligations of the State hereunder.
6. Failure of the Grantee to comply with the terms of this agreement shall not be cause for suspending all obligations of the State hereunder if, in the judgment of the State, such failure was due to no fault of the Grantee. At the discretion of the State, any amount required to settle at minimum cost any irrevocable obligations properly incurred shall be eligible for reimbursement under this agreement.



7. Because the benefit to be derived by the State, from the full compliance by the Grantee with the terms of this agreement, is the for the purposes as stated in the application for the people of the State of California, and because such benefit exceeds to an immeasurable and unascertainable extent the amount of money furnished by the State by way of grant funds under the provisions of this agreement, the Grantee agrees that payment by the Grantee to the State of an amount equal to the amount of the grant funds disbursed under this agreement by the State would be inadequate compensation to the State for any breach by the Grantee of this agreement. The Grantee further agrees therefore, that the appropriate remedy in the event of a breach by the Grantee of this agreement shall be the specific performance of this agreement, unless otherwise agreed to by the State.
8. Notwithstanding any other provision of this agreement, if environmental review pursuant to the California Environmental Quality Act (CEQA) discloses that the project will have one or more significant environmental impacts that cannot be feasibly mitigated, Grantee shall consult with Grantor regarding the possible suspension or termination of the project. With Grantor's approval, which shall not be unreasonably withheld, Grantee may determine not to implement the project so as to avoid the environmental impact. In the event the parties, pursuant to this paragraph, determine not to implement the project, Grantee shall not be deemed in breach of this agreement, this agreement shall be deemed terminated, and the parties shall have no further obligations to each other under this agreement.

F. Hold Harmless

1. Grantee shall waive all claims and recourses against the State, including the right to contribution for loss or damage to persons or property arising from, growing out of or in any way connected with or incident to this agreement, except claims arising from the gross negligence of State, its officers, agents and employees.
2. Grantee shall indemnify, hold harmless and defend State, its officers, agents and employees in perpetuity against any and all claims, demands, damages, costs, expenses or liability costs arising out of the project, including development, construction, operation or maintenance of the property described in the project description which claims, demands or causes of action arise under Government Code Section 895.2 or otherwise, including but not limited to items to which the Grantee has certified, except for liability arising out of the gross negligence of State, its officers, agents or employees. Grantee acknowledges that it is solely responsible for compliance with items to which it has certified.
3. Grantee and State agree that in the event of judgment entered against the State and Grantee because of the gross negligence of the State and Grantee, their officers, agents or employees, an apportionment of liability to pay such judgment shall be made by a court of competent jurisdiction. Neither party shall request a jury apportionment.

G. Financial Records

1. Grantee shall maintain satisfactory financial accounts, documents and records for the project and to make them available to the State for auditing at reasonable times. Grantee shall also retain such financial accounts, documents and records for three (3) years after final payment and one (1) year following an audit.
2. Grantee agrees that during regular office hours, the State and its duly authorized representatives shall have the right to inspect and make copies of any books, records or reports of the Grantee pertaining to this agreement or matters related thereto. Grantee shall maintain and make available for inspection by the State accurate records of all of its costs, disbursements and receipts with respect to its activities under this agreement.
3. Grantee shall use applicable Generally Accepted Accounting Principles, unless otherwise agreed to by the State.



H. Use of Facilities

1. The real property (including any portion of it or any interest in it) may not be sold or transferred without the written approval of the State of California, acting through the Natural Resources Agency, or its successor, provided that such approval shall not be unreasonably withheld as long as the purposes for which the grant was awarded are maintained.
2. Grantee shall maintain, operate and use the project in fulfillment of the purpose funded pursuant to this grant for a minimum of **TWENTY-FIVE (25) YEARS**, consistent with the Land Tenure/Site Control requirements included in the Application Guidelines. The Grantee, or the Grantee's successor in interest in the property, may assign without novation the responsibility to maintain and operate the property in accordance with this requirement only with the written approval of the State. Grantee may be excused from its obligations for operation and maintenance of the project site only upon the written approval of the State for good cause. "Good cause" includes, but is not limited to, natural disasters that destroy the project improvements and render the project obsolete or impracticable to rebuild.
3. Grantee shall use the property for the purposes for which the grant was made and shall make no other use or sale or other disposition of the property. This agreement shall not prevent the transfer of the property from the Grantee to a Public Agency, if the successor public agency assumes the obligations imposed by this agreement.
4. Notwithstanding any other provision of this agreement, if the use of the property is changed to a use that is not permitted by the agreement, or if the property is sold or otherwise disposed of prior to the end of the 25th year following the completion of project construction, at the State's sole discretion, an amount equal to the amount of the Grant reduced by an amount that takes into consideration the number of years in which the project was operated prior to the change in use or sale/disposition, shall be reimbursed to the State.
5. The Grantee shall not use or allow the use of any portion of the real property for mitigation without the written permission of the State.
6. The Grantee shall not use or allow the use of any portion of the real property as security for any debt.

I. Nondiscrimination

1. During the performance of this grant, grantee and its subcontractors shall not unlawfully discriminate, harass or allow harassment, against any person because of sex, sexual orientation, race, color, religious creed, marital status, denial of family and medical care leave, ancestry, national origin, medical condition (cancer/genetic characteristics), age (40 and above), disability (mental and physical) including HIV and AIDS, denial of pregnancy disability leave or reasonable accommodation. Grantee and subcontractors shall ensure that the evaluation and treatment of all persons, and particularly their employees and applicants for employment are free from such discrimination and harassment. Grantee and its subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code, §12900 et seq.) and the applicable regulations promulgated thereunder (Cal. Code Regs, tit. 2, §7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, §12990 (a)–(f), are incorporated into this grant by reference and made a part hereof as if set forth in full (Cal. Code Regs, tit. 2, §7285.0 et seq.). Grantee shall include this non-discrimination and compliance provisions of this clause in all subcontracts to perform work under the grant.
2. The Grantee shall not discriminate against any person on the basis of residence except to the extent that reasonable difference in admission or other fees may be maintained on the basis of residence and pursuant to law.



3. The completed project and all related facilities shall be open to members of the public generally, except as noted under the special provisions of this agreement or under provisions of the Act.

**J. Application Incorporation**

The Grant Guidelines and the Application and any subsequent changes or additions to the Application approved in writing by the State are hereby incorporated by reference into this agreement as though set forth in full in this agreement.

**K. Severability**

If any provision of this agreement or the application thereof is held invalid, that invalidity shall not affect other provisions or applications of this agreement which can be given effect without the invalid provision or application, and to this end the provisions of this agreement are severable.

**L. Waiver**

No term or provision hereof will be considered waived by either party, and no breach excused by either party, unless such waiver or consent is in writing and signed on behalf of the party against whom the waiver is asserted. No consent by either party to, or waiver of, a breach by either party, whether expressed or implied, will constitute consent to, waiver of or excuse of any other, different or subsequent breach by either party.

**M. Assignment**

Except as expressly provided otherwise, this agreement is not assignable by the Grantee either in whole or in part.

**N. Disputes**

If the Grantee believes that there is a dispute or grievance between Grantee and the State arising out of or relating to this agreement, the Grantee shall first discuss and attempt to resolve the issue informally with the Agency Grants Administrator. If the issue cannot be resolved at this level, the Grantee shall follow the following procedures:

1. If the issue cannot be resolved informally with the Agency Grants Administrator, the Grantee shall submit, in writing, a grievance report together with any evidence to the Deputy Assistant Secretary for Bonds and Grants for the California Natural Resources Agency. The grievance report must state the issues in the dispute, the legal authority, or other basis for the Grantee's position and the remedy sought. Within ten (10) working days of receipt of the written grievance report from the Grantee, the Deputy Assistant Secretary shall make a determination on the issue(s) and shall respond in writing to the Grantee indicating the decision and reasons, therefore. Should the Grantee disagree with the Deputy Assistant Secretary's decision, the Grantee may appeal to the Assistant Secretary for Administration and Finance for the Natural Resources Agency.
2. The Grantee must submit a letter of appeal to the Assistant Secretary explaining why the Deputy Assistant Secretary's decision is unacceptable. The letter must include, as an attachment, copies of the Grantee's original grievance report, evidence originally submitted, and response from the Deputy Assistant Secretary. The Grantee's letter of appeal must be submitted within ten (10) working days of the receipt of the Deputy Assistant Secretary's written decision. The Assistant Secretary or designee shall, within twenty (20) working days of receipt of Grantee's letter of appeal, review the issues raised and shall render a written decision to the Grantee. The decision of the Assistant Secretary or designee shall be final.



## O. Audit Requirements

Grant projects are subject to audit by the State annually and for three (3) years following the final payment of grant funds. The audit shall include all books, papers, accounts, documents, or other records of the Grantee, as they relate to the project for which the grant funds were granted.

[illegible]



**STATE OF CALIFORNIA NATURAL RESOURCES AGENCY  
GRANT AGREEMENT**

**General Fund Specified Grant Projects**

**Grantee Name:** Los Angeles County Flood Control District

**Project Title:** Puente Creek Greenway Between Hacienda Boulevard and Rimgrove Avenue Project

**Agreement Number:** GF1717-0

**Project Scope:**

The proposed Puente Creek Greenway Project includes a 2-mile-long multi-use trail along the Los Angeles County Flood Control District's Puente Creek Channel between Hacienda Boulevard and Rimgrove Drive in the Cities of La Puente and Industry, and the unincorporated Valinda Community.

Elements funded by General Fund grant funds:

- Demolition
- Landscaping
  - Plantings
    - Approximately 122 Trees
    - Approximately 2,500 Shrubs or 4,500 Linear Feet Planted with Shrubs
- Fencing
- Access gates
  - Approximately 10 Automated Swing Gates with Pedestrian Gates
- Wayfinding signage
- Rest area site Amenities to include:
  - One trellis
  - Approximately one bench
  - Approximately one trash receptacle
  - Approximately one pet waste dispenser

The Puente Creek Greenway Project will have the following public access points:

- City of La Puente at Hacienda Blvd, west Puente Creek Channel entrance
- City of La Puente at Del Valle Ave, east and west Puente Creek Channel entrances
- City of Industry at Echelon Ave east and west Puente Creek Channel entrances
- Unincorporated Valinda at Helmsdale Ave, east and west Puente Creek Channel entrances
- Unincorporated Valinda at Valinda Ave east and west Puente Creek Channel entrances
- Unincorporated Valinda at Rimgrove Dr east Puente Creek Channel entrance

**Project Schedule:**

Activity Description	Timeline
Finalize Design, CEQA and easement acquisition	June 2022– January 2023
Submit final site design/plans/specifications	August 2022
Submit CEQA documents	April 2023
Submit evidence of bond acknowledgement sign	July 2023
Construction period	August 2023 – March 2024
Submit Project Closeout package with final Payment Request to State	March 2024



**COST ESTIMATE FORM FOR DEVELOPMENT PROJECTS**

All cost elements included should be consistent with the scope, site plan and CEQA documents. Add and delete project elements as applicable to your project.

Project Elements	Total Project Costs	General Fund Grant	District Fund
<b>NON-CONSTRUCTION COSTS</b>			
<b>Direct Project Management &amp; Administration</b>			
Staff Time (direct costs only)	\$ 340,000.00	\$ 225,000.00	\$ 115,000.00
Incidental Charges	\$ -	<b>Ineligible</b>	\$ -
Consultants	\$ -	\$ -	\$ -
<b>Subtotal - Direct Management</b>	\$ 340,000.00	\$ 225,000.00	\$ 115,000.00
<b>Planning, Design &amp; Permitting</b>			
Staff Time (direct costs only)	\$ 775,000.00	\$ 525,000.00	\$ 250,000.00
Consultants	\$ -	\$ -	\$ -
Permit Costs	\$ -	\$ -	\$ -
<b>Subtotal - Planning, Design and Permitting</b>	\$ 775,000.00	\$ 525,000.00	\$ 250,000.00
<b>CEQA Compliance</b>			
Staff Time (direct costs only)	\$ 10,000.00	\$ -	\$ 10,000.00
Consultants	\$ -	\$ -	\$ -
<b>Subtotal - CEQA</b>	\$ 10,000.00	\$ -	\$ 10,000.00
<b>SUB-TOTAL Non-Construction Costs</b> (not to exceed 25% of grant)	<b>\$ 1,125,000.00</b>	<b>\$ 750,000.00</b>	<b>\$ 375,000.00</b>
<b>CONSTRUCTION COSTS</b>			
<b>CONSTRUCTION CONTRACT COSTS</b>			
Demolition	\$ 237,000.00	\$ 237,000.00	\$ -
Landscape	\$ 219,000.00	\$ 219,000.00	\$ -
Fencing	\$ 1,179,000.00	\$ 1,179,000.00	\$ -
Site Amenities	\$ 174,000.00	\$ 174,000.00	\$ -
	\$ 1,809,000.00		
<b>DISTRICT ONSITE LABOR CONSTRUCTION COSTS</b>			
Construction Engineering	\$ 200,000.00	\$ 200,000.00	\$ -
Construction Survey	\$ 60,000.00	\$ 60,000.00	\$ -
<b>DISTRICT ONSITE LABOR CONSTRUCTION COSTS</b>			
<b>SUB-TOTAL Construction Costs</b>	<b>\$ 2,069,000.00</b>	<b>\$ 2,069,000.00</b>	<b>\$ -</b>
Contingency - Construction Contract (not to exceed 10% of grant)	\$ 181,000.00	\$ 181,000.00	\$ -
<b>PROJECT GRAND TOTAL</b>			
	<b>\$ 3,375,000.00</b>	<b>\$ 3,000,000.00</b>	<b>\$ 375,000.00</b>



# BOARD LETTER/MEMO CLUSTER FACT SHEET

☒ Board Letter

☐ Board Memo

☐ Other

<b>CLUSTER AGENDA REVIEW DATE</b>	8/31/2022		
<b>BOARD MEETING DATE</b>	9/13/2022		
<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 type="checkbox"/> 4 <sup>th</sup> <input type="checkbox"/> 5 <sup>th</sup>		
<b>DEPARTMENT(S)</b>	Public Works		
<b>SUBJECT</b>	Marina del Rey – Department of Beaches and Harbors Fiscal Building Improvements Project		
<b>PROGRAM</b>	N/A		
<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: N/A		
<b>DEADLINES/ TIME CONSTRAINTS</b>	N/A		
<b>COST &amp; FUNDING</b>	Total cost: \$1,600,000	Funding source: Marina Replacement Accumulative Capital Outlay Fund	
	TERMS (if applicable): N/A		
	Explanation: N/A		
<b>PURPOSE OF REQUEST</b>	Approve the proposed capital project 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>	The proposed project will refurbish the Beaches and Harbors Fiscal Building, including the repair and remodel of the First Floor boater restroom and shower areas, Second Floor office space, and the accessible path of travel from the parking area to the building.		
<b>EQUITY INDEX OR LENS WAS UTILIZED</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain how: N/A		
<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: The project supports Board Priority No. 7, Sustainability, by investing in County buildings to provide improved public services and workforce environments that will lead to increased productivity.		
<b>DEPARTMENTAL CONTACTS</b>	Name, Title, Phone # & Email: Vincent Yu, Deputy Director, (626) 458-4010, cell (626) 614-7217, <a href="mailto:vyu@pw.lacounty.gov">vyu@pw.lacounty.gov</a> .		



September 13, 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  
MARINA DEL REY – DEPARTMENT OF BEACHES AND HARBORS  
FISCAL BUILDING IMPROVEMENTS PROJECT  
APPROVE CAPITAL PROJECT  
APPROVE APPROPRIATION ADJUSTMENT  
APPROVE USE OF JOB ORDER CONTRACTING  
SPECS. 7765; CAPITAL PROJECT NO. 89108  
(FISCAL YEAR 2022-23)  
(SUPERVISORIAL DISTRICT 2)  
(3 VOTES)**

**SUBJECT:**

Public Works is seeking Board approval of the Marina del Rey – Department of Beaches and Harbors Fiscal Building Improvements Project and authorization to deliver the proposed project using a Board-approved Job Order Contract.

**IT IS RECOMMENDED THAT THE BOARD:**

1. Find the Marina del Rey – Department of Beaches and Harbors Fiscal Building Improvements Project exempt from the California Environmental Quality Act for the reasons stated in this letter and in the record of the project.
2. Approve the Marina del Rey – Department of Beaches and Harbors Fiscal Building Improvements Project, Capital Project No. 89108, with a project budget of \$1,600,000.
3. Approve the appropriation adjustment to transfer \$1,100,000 from the Services and Supplies Marina Replacement Accumulative Capital Outlay Fund to the Marina del Rey – Department of Beaches and Harbors Fiscal Building Improvements Project, Capital Project No. 89108, to fully fund the project.
4. Authorize the Director of Public Works or his designee to deliver the project using a Board-approved Job Order Contract.



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

Approval of the recommended actions will find the Marina del Rey – Department of Beaches and Harbors Fiscal Building Improvements Project is exempt from the California Environmental Quality Act (CEQA); approve the capital project, project budget, and associated appropriation adjustment; and authorize Public Works to deliver the proposed project using a Board-approved Job Order Contract (JOC).

The Beaches and Harbors Fiscal Building is located at 13575 Mindanao Way in Marina del Rey, CA, 90292. The two-story, approximately 3,500-square-foot building was built in 1969. The First Floor includes boater restroom and shower areas for slip tenants of Anchorage 47, and the Second Floor includes office space for Beaches and Harbors Operational Services.

The proposed project will refurbish the existing facility, including the boater restroom and shower areas, office space, and the accessible path of travel from the parking area to the building. The work will include repair and remodel of the building's electrical, mechanical, and plumbing systems; interior and exterior finishes; and replacement of the interior and exterior lighting and the office furniture.

Public Works utilized a Board-approved on-call consultant to prepare the design and is seeking approval from the Board to carry out construction using a Board-approved JOC. It is anticipated that construction will begin in October 2022 and be completed by August 2023.

#### **Green Building/Sustainable Design Program**

The project will support the Board's Green Building/Sustainable Design Program by incorporating water and energy efficient plumbing, mechanical, and electrical equipment and fixtures as part of the project.

### **Implementation of Strategic Plan Goals**

These recommendations support the County's Strategic Plan: Strategy II.2, Support the Wellness of our Communities, Objective II.2.2, Expand Access to Recreational and Cultural Opportunities; 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 enhance recreational and cultural opportunities for County residents and visitors and improve the operational effectiveness of an existing County asset.



### **FISCAL IMPACT/FINANCING**

The project budget is estimated at \$1,600,000 and includes design, plan check, consultant services, construction, change order contingency, furniture, civic art fee, and County services. The Project Schedule and Budget Summary are included in Enclosure A.

The design phase costs of \$500,000 were funded from the Fiscal Year 2019-2020 Capital Projects/Refurbishment Budget under Capital Project No. 89108. Approval of the enclosed appropriation adjustment (Enclosure B) will transfer \$1,100,000 from the Services and Supplies Marina Replacement Accumulative Capital Outlay Fund to the Fiscal Year 2022-2023 Capital Projects/Refurbishment Budget, under Marina del Rey - Department of Beaches and Harbors Fiscal Building Improvements, Project Capital Project No. 89108, to fully fund the proposed project. The project is entirely funded by the Marina Replacement Accumulative Capital Outlay Fund.

#### **Operating Budget Impact**

Following completion of the project, Beaches and Harbors will fund the additional associated maintenance and operational costs for the facility with existing budgetary resources from its Operating Budget.

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

In accordance with the Board's Civic Art Policy amended on August 4, 2020, the proposed project budget includes 1 percent of the eligible design and construction costs for the Civic Art Allocation, which is estimated at \$11,000.

In accordance with the Board's consolidated Local and Targeted Worker Hire Policy adopted on September 6, 2016, the project will include a best efforts goal that at least 30 percent of the total California craft worker hours for construction of the project be performed by Local Residents. The "Targeted Worker" component will not be included as part of the project.

Beaches and Harbors will work with the Internal Services Department, as the County's purchasing agent, to process a Purchase Order through a master vendor agreement for the office furniture procurement and installation.



## **ENVIRONMENTAL DOCUMENTATION**

The proposed project is categorically exempt from CEQA. The project consists of repairing and refurbishing an office building and is within certain classes of projects that have been determined not to have a significant effect on the environment. The project meets the criteria set forth in Sections 15301 (a) and (d); and 15302 (c) of the State CEQA Guidelines and Classes 1 (c), (d), (h), and (i); and 2 of the County's Environmental Document Reporting Procedures and Guidelines, Appendix G. The project provides for repair, refurbishment, and alterations of existing facilities involving negligible or no expansion of an existing use and where replacement features will have the same purpose and capacity.

Additionally, the proposed project will comply with all applicable regulations, is not located in a sensitive environment, and there are no cumulative impacts, unusual circumstances, damage to scenic highways, listing on hazardous waste sites compiled pursuant to Government Code Section 65962.5, or indications that the project may cause a substantial adverse change in the significance of a historical resource that would make the exemptions inapplicable.

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 Section 21152 of the California Public Resources Code and will post the Notice to its website in accordance with Section 21092.2.

## **CONTRACTING PROCESS**

Public Works utilized a Board-approved, on-call consultant to prepare the design and is requesting Board authorization to carry out construction 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)**

Approval of the recommended actions will have no impact on current County services or projects. The boater's permit office located on the building's First Floor will remain open to the public during construction, and the contractor will be required to coordinate construction activities with the County to minimize disruption of public access to the building. The staff that previously occupied the Second Floor of the building have been relocated to the Marina Airport Building, a leasehold in Marina del Rey, and the office



The Honorable Board of Supervisors  
September 13, 2022  
Page 5

space is currently vacant. However, the boater restroom and shower areas will be closed during construction, and Anchorage 47 slip tenants will be directed to adjacent restroom and shower 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:AKM:sl

Enclosure

c: Department of Arts and Culture (Civic Art Division)  
Department of Beaches and Harbors  
Chief Executive Office (Capital Programs Division)  
County Counsel  
Executive Office



**CONSTRUCTION CONTRACT  
CONSTRUCTION MANAGEMENT CORE SERVICE AREA  
MARINA DEL REY – DEPARTMENT OF BEACHES AND HARBORS  
FISCAL BUILDING IMPROVEMENTS PROJECT  
APPROVE CAPITAL PROJECT  
APPROVE APPROPRIATION ADJUSTMENT  
APPROVE USE OF JOB ORDER CONTRACTING  
SPECS. 7765; CAPITAL PROJECT NO. 89108  
(FISCAL YEAR 2022-23)  
(SUPERVISORIAL DISTRICT 2)  
(3 VOTES)**

**I. PROJECT SCHEDULE**

<b>Project Activity</b>	<b>Scheduled Completion Date</b>
Construction Documents	09/20/2021*
Jurisdictional Approvals	06/30/2022*
Construction Award (Job Order Contract)	09/29/2022
Construction Start	10/17/2022
Substantial Completion	08/31/2023
Project Acceptance	10/31/2023

\*Actual Completion Date

**II. PROJECT BUDGET SUMMARY**

<b>Project Activity</b>	<b>Proposed Budget</b>
Construction (Job Order Contract)	\$1,120,000
Furniture	\$ 100,000
Civic Art Allowance	\$ 11,000
Plans and Specifications	\$ 120,000
Consultant Services	\$ 25,000
Miscellaneous Expenditures	\$ 1,000
Jurisdictional Review/Plan Check/Permits	\$ 5,000
County Services	\$ 218,000
<b>TOTAL</b>	<b>\$1,600,000</b>



PINK

BA FORM 11162021

BOARD OF SUPERVISORS  
OFFICIAL COPY

September 13, 2022

COUNTY OF LOS ANGELES

## REQUEST FOR APPROPRIATION ADJUSTMENT

DEPARTMENT OF BEACHES AND HARBORS

## AUDITOR-CONTROLLER:

THE FOLLOWING APPROPRIATION ADJUSTMENT IS DEEMED NECESSARY BY THIS DEPARTMENT. PLEASE CONFIRM THE ACCOUNTING ENTRIES AND AVAILABLE BALANCES AND FORWARD TO THE CHIEF EXECUTIVE OFFICER FOR HER RECOMMENDATION OR ACTION.

## ADJUSTMENT REQUESTED AND REASONS THEREFORE

FY 2022-23

3 - VOTES

## SOURCES

## USES

## MARINA REPLACEMENT A.C.O. FUND

MA2-BH-2000-65296

SERVICES &amp; SUPPLIES

DECREASE APPROPRIATION

1,100,000

MARINA DEL REY ACO

## MDR-DBH FISCAL BUILDING IMPROVEMENTS

MA2-CP-6014-65051-89108

CAPITAL ASSETS - B &amp; I

INCREASE APPROPRIATION

1,100,000

SOURCES TOTAL

\$ 1,100,000

USES TOTAL

\$ 1,100,000

## JUSTIFICATION

Reflects a transfer of \$1,100,000 from the Marina Replacement Accumulative Capital Outlay Fund to Capital Project No. 89108 to fully fund the Marina Del Rey-Department of Beaches and Harbors Fiscal Building Improvements project.

Penelope  
RodriguezDigitally signed by Penelope  
Rodriguez  
Date: 2022.07.28 17:26:51 -07'00'

AUTHORIZED SIGNATURE

PENELOPE RODRIGUEZ, DEPT. FINANCE MGR. I

BOARD OF SUPERVISOR'S APPROVAL (AS REQUESTED/REVISED)

REFERRED TO THE CHIEF  
EXECUTIVE OFFICER FOR---

ACTION



RECOMMENDATION

AUDITOR-CONTROLLER

BY Lan SamDigitally signed by Lan  
Sam  
Date: 2022.07.29  
18:56:26 -07'00'B.A. NO. 019DATE July 29, 2022

APPROVED AS REQUESTED



APPROVED AS REVISED

CHIEF EXECUTIVE OFFICER

James Yun

BY

Digitally signed by  
James Yun  
Date: 2022.08.02  
07:11:40 -07'00'DATE August 2, 2022



# BOARD LETTER/MEMO CLUSTER FACT SHEET

☒ Board Letter

☐ Board Memo

☐ Other

<b>CLUSTER AGENDA REVIEW DATE</b>	8/31/2022	
<b>BOARD MEETING DATE</b>	9/13/2022	
<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 type="checkbox"/> 4 <sup>th</sup> <input checked="" type="checkbox"/> 5 <sup>th</sup>	
<b>DEPARTMENT(S)</b>	Public Works	
<b>SUBJECT</b>	Probation Camp Glenn Rockey Closed-Circuit Television Project	
<b>PROGRAM</b>	Capital Programs	
<b>AUTHORIZES DELEGATED AUTHORITY TO DEPT</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
<b>SOLE SOURCE CONTRACT</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please explain why: Certain proposed Closed-Circuit Television (CCTV) components must match other products in use at Central Juvenile Hall and other Probation Department facilities.	
<b>DEADLINES/ TIME CONSTRAINTS</b>	Board letter must be adopted on September 13, 2022, in order to prevent project completion delays. Many items with electronic chips currently have approximately 20 weeks or longer lead time.	
<b>COST &amp; FUNDING</b>	Total cost: \$3,631,000	Funding source: Sufficient funding is available in Capital Project No. 87699 to fund the project
	TERMS (if applicable): N/A	
	Explanation:	
<b>PURPOSE OF REQUEST</b>	Approval to establish the project and adopt, advertise, and award the construction contract.	
<b>BACKGROUND (include internal/external issues that may exist including any related motions)</b>	Installation of a CCTV security system, appurtenant infrastructure upgrades, and limited Wi-Fi infrastructure to support proposed future Wi-Fi upgrades.	
<b>EQUITY INDEX OR LENS WAS UTILIZED</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please explain how: Construction bid requirements support and encourage equity.	
<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. 3 – Care First Jails Last/Justice Reform. This project will support the proposed CCTV Project that will provide safety and security to both detained youth and staff.	
<b>DEPARTMENTAL CONTACTS</b>	Name, Title, Phone # & Email: Vincent Yu, Deputy Director, (626) 458-4010, cell (626) 614-7217, <a href="mailto:vyu@pw.lacounty.gov">vyu@pw.lacounty.gov</a>	



# PROBATION CAMP GLENN ROCKEY CLOSED-CIRCUIT TELEVISION PROJECT



**1900 SYCAMORE CANYON ROAD, SAN DIMAS, CA 91773**



September 13, 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-RELATED CONTRACT  
CONSTRUCTION MANAGEMENT CORE SERVICE AREA  
PROBATION CAMP GLENN ROCKEY  
CLOSED-CIRCUIT TELEVISION PROJECT  
ESTABLISH CAPITAL PROJECT AND APPROVE BUDGET  
ADOPT, ADVERTISE, AND AWARD  
SPECS. 7702; CAPITAL PROJECT NO. 87699  
(FISCAL YEAR 2022-23)  
(SUPERVISORIAL DISTRICT 5)  
(3 VOTES)**

**SUBJECT**

Public Works is seeking Board approval of the Probation Camp Glenn Rockey Closed-Circuit Television Project, approve the project budget, adopt plans and specifications, direct the advertising for construction bids, and authorize Public Works to award and execute a construction contract for the project located in unincorporated Los Angeles County.

**IT IS RECOMMENDED THAT THE BOARD:**

1. Find the proposed project exempt from the California Environmental Quality Act for the reasons stated in this Board letter and in the record of the project.
2. Establish and approve the Probation Camp Glenn Rockey Closed-Circuit Television Project, Capital Project No. 87699, and approve the project budget of \$3,631,000.
3. Adopt the plans and specifications that are on file with Public Works for the project and make a finding that the items specified as sole source items in the plans and specifications are the only such items available to match other products in use at Central Juvenile Hall and other Probation Department facilities and may be designated by specific brand name in accordance with State Public Contract Code Section 3400.



4. Instruct the Executive Officer of the Board to advertise the project for bids to be received and opened on October 26, 2022, in accordance with the Instruction Sheet for Publishing Legal Advertisements.
5. Authorize the Director of Public Works or his designee to execute a consultant services agreement with the apparent lowest responsive and responsible bidder to prepare a baseline construction schedule for \$5,000 not-to-exceed amount funded by the project funds.
6. 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 bid 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, authorize the Director of Public Works or his designee to award and execute the construction contract, in the form previously approved by County Counsel, to the apparent lowest responsive and responsible bidder if the contract can be awarded within the approved project budget. Establish the effective date of the contract upon receipt of acceptable performance bonds, payment bonds, and required contractor insurance by Public Works, and to take all other actions necessary and appropriate to deliver the project.

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

Approval of the recommended actions will find the proposed Probation Camp Glenn Rockey Closed-Circuit Television (CCTV) Project exempt from the California Environmental Quality Act (CEQA); establish Capital Project No. 87699; approve the project budget; adopt plans and specifications; find the project has properly designated certain products by specific brand name; direct the advertising for construction bids; and authorize Public Works to award and execute a construction contract for the project.

#### **Project Description and Background**

The proposed CCTV Project is located at Camp Glenn Rockey, a Probation facility at 1900 Sycamore Canyon Road, San Dimas, CA 91773 in unincorporated Los Angeles County. Implementation of this project will provide improved safety and security to both detained youth and staff.

Due to the nature of the facility's operations, CCTV systems are necessary to ensure safety and proper monitoring of individuals on-site. Providing managers and designated



staff with the ability to monitor the facility's daily activities, including remote monitoring, allows them to identify and deescalate potential incidents, summon support as applicable, confirm compliance with various policies and procedures, and provide a visual record for follow-up.

The ability to play back video recordings is an important tool for management and oversight entities to conduct post-incident reviews to determine compliance with policy and to identify adaptations of policies based on lessons learned and emerging industry expectations and practices.

Video recordings are also an important tool to clarify actions by staff, youth, and others, particularly matters involving policy compliance at the facility and appropriate care and treatment of individuals housed at the facility. Video recordings supports transparency of operations to the courts, oversight entities, families, and community members.

The scope of work for the proposed CCTV Project includes the installation of a security system with new CCTV cameras and network infrastructure, including a fiber-optic backbone and fiber patch panels to connect the equipment and servers, monitoring stations, video and audio management systems, software applications, and video and audio storage systems. Additionally, the CCTV Project also includes installation of new cooling systems in the archiver rooms, which will help mitigate the added heat loads generated by the data recording and storage equipment. Improvements to the electrical infrastructure includes new transformer and new sub panel in the primary archiver room and new circuit breakers in exiting electrical panels serving two archiver rooms. To facilitate future Wi-Fi access, identified data distribution infrastructure in specific exterior locations will also be installed within the scope of work of this project.

Public Works has completed the design and project estimating services and obtained jurisdictional approvals to proceed with construction. The CCTV Project will be delivered via design-bid-build contracting. It is anticipated that, if approved, construction would begin in December 2022 and will be completed in January 2024.

### **Implementation of Strategic Plan Goals**

These recommendations support the County Strategic Plan: Strategy III.2, Embrace Digital Government for the Benefit of our Internal Customers and Communities, Objective III.2.3, Prioritize and Implement Technology Initiatives That Enhance Service Delivery and Increase Efficiency; and Strategy III.3, Pursue Operational Effectiveness, Fiscal Responsibility, and Accountability, and Objective III.3.2, Manage and Maximize County Assets. These recommendations contribute to this goal by investing in public



infrastructure that will maximize the effectiveness of the process, structure, and operations to support timely delivery of public service.

### **FISCAL IMPACT/FINANCING**

The total project cost is currently estimated at \$3,631,000 (see Enclosure A), which includes the plans and specifications, jurisdictional approvals, consultant services, Civic Art, construction, change order contingency, and County services.

Sufficient appropriation is available in the Camp Glenn Rockey CCTV Project, Capital Project No. 87699, in the Fiscal Year 2022-23 Capital Projects/Refurbishments Budget to fully fund the proposed project.

#### **Operating Budget Impact**

Based on the project description, Probation Department anticipates operating and system maintenance costs upon project completion. Probation Department will submit to the Chief Executive Office a funding request through the budget process.

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

The proposed CCTV Project will be advertised in accordance with Section 20125 of the State Public Contract Code.

A standard construction contract, in a form previously approved by County Counsel, will be used that contains terms and conditions supporting the Board's ordinances, policies, and programs including, but not limited to: County's Greater Avenues for Independence and General Relief Opportunities for Work Programs, Contract Language to Assist in Placement of Displaced County Workers, and Notice to Employees Regarding the Federal Earned Income Credit (Federal Income Tax Law, Internal Revenue Service Notice 1015).

To ensure the contract is awarded to a responsible contractor with a satisfactory history of performance, bidders are required to report violations of the False Claims Act, criminal convictions, civil litigation, defaulted contracts with the County, complaints filed with the Contractor's State License Board, labor law/payroll violations, and debarment actions. As provided for in Board Policy No. 5.140, the information reported by the contractor will be considered before making an award.



The plans and specifications include the contractual provisions and material requirements necessary for the project and are on file with Public Works' Business Relations and Contracts Division.

The State Public Contract Code Section 3400 allows a product to be designated by specific brand name for any of the following purposes: to determine the product's suitability for future use, to match other products in use on a completed public improvement, to obtain a necessary item that is only available from one source, or to respond to an emergency declared by the State or local agency. See Enclosure B for items designated by specific brand names referenced in the proposed CCTV Project plans and specifications, as well as purposes in compliance with Section 3400 of the State Public Contract Code. The Notice of Inviting Bids includes language describing this finding.

In accordance with Board Policy 5.270, Countywide Local and Targeted Worker Hiring, the project will require that at least 30 percent of the California construction labor hours be performed by qualified Local Residents and at least 10 percent be performed by Targeted Workers facing employment barriers. The project will also include a job coordinator who will facilitate the implementation of the targeted hiring requirement of the policy.

In accordance with the Board's Civic Art Policy, adopted on December 7, 2004, and last amended on August 4, 2020, the proposed CCTV Project budget includes 1 percent of the eligible design and construction costs in the amount of \$28,000 to be allocated towards Civic Art Fund.

## **ENVIRONMENTAL DOCUMENTATION**

The project is categorically exempt from CEQA. The project includes the following components: a CCTV security system, network infrastructure, cooling systems, and required electrical components. Therefore, the scope 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) and (f), 15303 (d), and 15304 (f) of the State CEQA Guidelines; and Classes 1 and 4 (k) of the County's Environmental Document Reporting Procedures and Guidelines, Appendix G, because it includes maintenance and minor alterations to existing facilities, and installation of mechanical equipment at existing facilities.

Based on the records of the proposed CCTV Project, it 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 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 California Public Resources Code 21152 and will post the Notice of Exemption to the County's website pursuant to Section 21092.2.

### **CONTRACTING PROCESS**

Advertising for construction bids will be in accordance with the County's standard Instruction Sheet for Publishing Legal Advertisements (see Enclosure C).

To increase contractor awareness of Public Works' program to contract work out to the private sector, this project will be listed on the County's "Doing Business with Us" and "Do Business with Public Works" websites for open bids.

In addition, to increase opportunities for small businesses, Public Works will be coordinating with the Office of Small Business at the Department of Consumer and Business Affairs to maximize outreach, as well as offering preferences to Local Small Business Enterprises in compliance with Los Angeles County Code, Chapter 2.204.

Participation in Public Works' Community Business Enterprises Outreach Program is encouraged for this project. Public Works monitors good faith efforts of bidders to utilize Community Business Enterprises.

An award by Public Works will be made upon review of the bids. The contract will be awarded to a responsible contractor who submits the lowest responsive bid meeting the criteria established by the Board and the State Public Contract Code.

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

During construction, Camp Rockey will remain operational. Construction will be sequenced to minimize disruptions to Probation services.



The Honorable Board of Supervisors  
September 13, 2022  
Page 7

## **CONCLUSION**

Please return one adopted copy of this Board letter to Public Works, Project Management Division II.

Respectfully submitted,

MARK PESTRELLA, PE  
Director of Public Works

MP:SK:cl

Enclosures

c: Department of Arts and Culture  
Auditor-Controller  
Chief Executive Office (Capital Programs Division)  
County Counsel  
Executive Office  
Internal Services Department  
Probation Department



# BOARD LETTER/MEMO CLUSTER FACT SHEET

☒ Board Letter

☐ Board Memo

☐ Other

<b>CLUSTER AGENDA REVIEW DATE</b>	8/31/2022		
<b>BOARD MEETING DATE</b>	9/27/2022		
<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>	Regional Planning		
<b>SUBJECT</b>	HEARING ON THE OIL WELL ORDINANCE PROJECT NUMBER PRJ2020-000246-(1-5) ADVANCE PLANNING CASE NUMBER RPPL2020000624 (ALL SUPERVISORIAL DISTRICTS) (3-VOTES)		
<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>	n/a		
<b>COST &amp; FUNDING</b>	Total cost: \$0.00	Funding source:	
	TERMS (if applicable):		
	Explanation: Adoption of the Ordinance will not result in additional costs to the County.		
<b>PURPOSE OF REQUEST</b>	The Oil Well Ordinance amends Title 22 - Planning and Zoning of the County Code and Title 12 - Environmental Protection of the County Code. The Ordinance amends Title 22 to prohibit new oil wells and production facilities, designate existing oil wells and production facilities as nonconforming due to use, and establish consistent regulations for existing oil wells and production facilities during the amortization period. The amendment to Title 22 applies to the unincorporated areas of Los Angeles County. The Ordinance amends Title 12 to remove the exemption for oil wells and production facilities from the County's noise and vibration regulations.		
<b>BACKGROUND (include internal/external issues that may exist including any related motions)</b>	<p>The September 15, 2021 Board motion "Protecting Communities Near Oil and Gas Drilling Operations in Los Angeles County" instructed the Department of Regional Planning to prepare the Oil Well Ordinance. The Oil Well Ordinance amends the basic zone requirements in Title 22 and addresses about a third of the oil wells in the unincorporated areas. The Department of Regional Planning is working to address the remaining oil wells as separate actions.</p> <p>At the June 8, 2022 Regional Planning Commission public hearing, eight persons spoke in support of the Ordinance and three persons spoke in opposition of the Ordinance. After expressing support for the Ordinance, speakers also encouraged the County to proceed quickly to address areas not covered by the Ordinance and requested that the Ordinance include regulations from the 2020 draft ordinance.</p>		



	Speakers in opposition to the Ordinance commented that the Ordinance will lead to major litigation and related expenses for the County of Los Angeles; make the County more reliant on oil from other sources; and lead to increased traffic and pollution from importing oil.
<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:  The Ordinance supports Board Priority #7 Sustainability by advancing the vision of the Our County Sustainability Plan, to make the County healthier, more livable, economically stronger, more equitable, and more resilient.
<b>DEPARTMENTAL CONTACTS</b>	Name, Title, Phone # & Email: Bruce Durbin, Supervising Regional Planner, or Adrienne Ng, Regional Planner Department of Regional Planning, Ordinance Studies Section (213) 974-6432 ordinance@planning.lacounty.gov



# LOS ANGELES COUNTY DEPARTMENT OF REGIONAL PLANNING

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Deputy Director,  
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**JOSEPH HORVATH**  
Administrative Deputy,  
Regional Planning

September 27, 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:

**HEARING ON THE OIL WELL ORDINANCE  
PROJECT NUMBER PRJ2020-000246-(1-5)  
ADVANCE PLANNING CASE NUMBER RPPL2020000624  
(ALL SUPERVISORIAL DISTRICTS) (3-VOTES)**

**SUBJECT**

The Oil Well Ordinance (Ordinance or Project), Project Number PRJ2020-000246-(1-5) and Advance Planning Case Number RPPL2020000624, amends Title 22 - Planning and Zoning of the County Code and Title 12 - Environmental Protection of the County Code. The Ordinance amends Title 22 to prohibit new oil wells and production facilities, designate existing oil wells and production facilities as nonconforming due to use, and establish consistent regulations for existing oil wells and production facilities during the amortization period. The amendment to Title 22 applies to the unincorporated areas of Los Angeles County. The Ordinance amends Title 12 to remove the exemption for oil wells and production facilities from the County's noise and vibration regulations. A project summary is included as Attachment 1 and the Ordinance is included as Attachment 2.

**IT IS RECOMMENDED THAT YOUR BOARD, AFTER THE PUBLIC HEARING:**

1. Find that the Project is exempt from California Environmental Quality Act (CEQA) for the reasons stated in this Board letter and in the record;
2. Indicate its intent to approve the Ordinance; and



3. Instruct County Counsel to prepare the necessary final documents for the Ordinance and submit to the Board for consideration.

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

On September 15, 2021, the County of Los Angeles Board of Supervisors (Board) approved three motions which articulate the Board's vision to prioritize and protect the public health, safety, and welfare of residents living near oil wells and begin the process of a just transition away from fossil fuels and decarbonization of the economy. All three motions are long term projects and will take years to complete and decades to fully implement. Several County agencies are assigned to work on the policy directives in these motions.

The motion "Protecting Communities Near Oil and Gas Drilling Operations in Los Angeles County" instructs the Department of Regional Planning (Department) to prepare the Oil Well Ordinance. The Ordinance, as described below, represents one of several actions that the Department and the County of Los Angeles are making to fulfill this motion.

On June 8, 2022, the Regional Planning Commission (Commission) held a public hearing to consider an amendment to Title 22 to effectuate the Ordinance. The Commission recommended that the Board consider and adopt the amendment to Title 22 and approved a resolution to this effect, which is included as Attachment 3. The summary of proceedings for the public hearing is included as Attachment 4. The amendment to Title 12 does not require action by the Commission and was provided to the Commission for their information.

### **Key Components**

The Ordinance includes the following key components:

#### **Prohibit New Oil Wells and Production Facilities**

The Ordinance prohibits new oil wells and production facilities in 33 zones in Title 22 by adding "oil wells and production facilities" as a use "not permitted." The Ordinance also prohibits new oil wells and production facilities by amending the East Los Angeles Community Standards District and the Florence-Firestone Community Standards District to remove "oil wells and appurtenances, to the same extent and under all of the same conditions as permitted in Zone A-2" from the list of uses allowed in Zone M-1.

#### **Designate Existing Oil Wells and Production Facilities as Nonconforming Due to Use**

By adding "oil wells and production facilities" as a use "not permitted" in Title 22, the Ordinance designates existing, legally established oil wells and production facilities as nonconforming due to use. Chapter 22.172 (Nonconforming Uses, Buildings and Structures) contains regulations for the continuation, addition, repair, and termination of status for nonconforming uses. According to Sections 22.172.050.B and 22.172.050.B.1.f, nonconforming uses shall be discontinued and removed from their sites within 20 years of becoming nonconforming.



### **Establish Regulations for Existing Oil Wells and Production Facilities**

The Ordinance adds consistent regulations to Title 22 for existing oil wells and production facilities, including: well and site signage, comment and complaint log, requirements for site maintenance, bonds for existing wells, and standards for well plugging and abandonment and restoration. These regulations ensure that existing oil wells and production facilities operate under a consistent set of development and performance standards and increase transparency in operations until the uses are discontinued and removed.

### **Implementation Schedule**

The Ordinance specifies a schedule for the effective date for regulations in Title 22. Regulations for site maintenance, well plugging and abandonment, and restoration become effective on the day the Ordinance goes into effect. Regulations for well and site signage and the comment and complaint log become effective one year after the Ordinance goes into effect. Regulations for bonds become effective two years after the Ordinance goes into effect.

### **Amendment to Title 22 Applicability**

The amendment to Title 22 applies to the unincorporated areas of Los Angeles County, except for the Baldwin Hills Community Standards District and uses operating under a valid discretionary permit. In addition, specific plans must be amended in order for the Ordinance to apply. Concurrent to the development of the Ordinance, the Department will amend the Baldwin Hills Community Standards District and individual specific plans to prohibit new wells and production facilities and add additional standards, as applicable. Once the Ordinance is in effect, the Department will take separate actions to pursue modifications to valid discretionary permits in accordance with existing procedures in Title 22.

### **Amendment to Title 12**

The Ordinance amends Title 12 to remove the exemption for oil wells and production facilities from the County's noise and vibration regulations. Removal of this exemption means that oil wells and production facilities are subject to the County's noise and vibration regulations.

### **Implementation of Strategic Plan Goals**

The Ordinance is consistent with and supportive of the County of Los Angeles Strategic Plan: Goal II, to foster vibrant and resilient communities and Strategy II.3, to make environmental sustainability our daily reality.

### **FISCAL IMPACT/FINANCING**

Adoption of the Ordinance will not result in additional costs to the County. Implementation of the County Code is an ongoing responsibility of the County of Los Angeles and thus covered by the the County of Los Angeles' operating budget.



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

In addition to the public hearing conducted by the Commission on June 8, 2022, a public hearing before the Board is required pursuant to Chapter 22.244 of the County Code and Section 65856 of the Government Code. Required notice was provided pursuant to Chapter 22.244 of the County Code.

The Department provided outreach for the Ordinance, including: posting the Ordinance and supporting materials online, informing stakeholders of the Ordinance and the public hearing by email and social media, publishing the notice of public hearing in 14 local newspapers, providing language access support in Spanish and Chinese at the public hearing and through translated project summary sheets, and meeting with stakeholders.

## **ENVIRONMENTAL DOCUMENTATION**

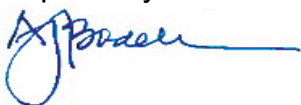
The Project is exempt from the provisions of the CEQA and County CEQA Guidelines pursuant to CEQA Guidelines sections 15061(b)(3), 15061(b)(2), 15301 (Class 1), and 15308 (Class 8). The Notice of Exemption is included as Attachment 5.

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

Approval of the Ordinance will not significantly impact County services.

For further information, please contact Bruce Durbin or Adrienne Ng at (213) 974-6432 or [ordinance@planning.lacounty.gov](mailto:ordinance@planning.lacounty.gov).

Respectfully submitted,



AMY J. BODEK, AICP  
Director of Regional Planning

AJB:CC:BD:AN:ia

### Attachments:

1. Project Summary
2. Ordinance
3. Regional Planning Commission Resolution – June 8, 2022
4. Summary of Proceedings – June 8, 2022
5. Notice of Exemption

c: Executive Office, Board of Supervisors  
Chief Executive Office



The Honorable Board of Supervisors  
September 27, 2022  
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County Counsel  
Fire Department  
Public Works  
Public Health

S\_AP\_BL\_09272022\_ PROJECT NUMBER PRJ2020-000246-(1-5)



**COUNTY OF LOS ANGELES  
DEPARTMENT OF REGIONAL PLANNING**

**PROJECT SUMMARY**

<b>PROJECT DESCRIPTION:</b>	The Oil Well Ordinance amends Title 22 - Planning and Zoning of the County Code and Title 12 - Environmental Protection of the County Code. The Ordinance amends Title 22 to prohibit new oil wells and production facilities, designate existing oil wells and production facilities as nonconforming due to use, and establish consistent regulations for existing oil wells and production facilities during the amortization period. The amendment to Title 22 applies to the unincorporated areas of Los Angeles County. The Ordinance also amends Title 12 to remove the exemption for oil wells and production facilities from the County's noise and vibration regulations.
<b>REQUEST:</b>	Approval and adoption of the Oil Well Ordinance.
<b>LOCATION:</b>	Countywide
<b>STAFF CONTACT:</b>	Bruce Durbin or Adrienne Ng, (213) 974-6432
<b>RPC HEARING DATE(S):</b>	June 8, 2022
<b>RPC RECOMMENDATION:</b>	Approval and recommendation to the Board to consider adoption of the Oil Well Ordinance.
<b>MEMBERS VOTING AYE:</b>	Duarte-White, Louie, Moon, O'Connor
<b>MEMBERS VOTING NAY:</b>	Hastings
<b>MEMBERS ABSENT:</b>	None
<b>MEMBERS ABSTAINING:</b>	None
<b>KEY ISSUES:</b>	On September 15, 2021, the Board approved three motions: "Protecting Communities Near Oil and Gas Drilling Operations in Los Angeles County", Developing an Oil Well Cleanup Pilot Program for Los Angeles County", and "Developing a Comprehensive Strategy for a Just Transition Away from Fossil Fuels for Los Angeles County". These



motions represent a comprehensive effort by the County to demonstrate leadership on climate change, environmental justice, and public health.

**MAJOR POINTS FOR:**

The Oil Well Ordinance amends the basic zone requirements in Title 22 and addresses about a third of the oil wells in the unincorporated areas. Department of Regional Planning is working to address the remaining parts of this Board Motion, as well as the other two Board Motions from September 15, 2021.

The Department of Regional Planning is the land use authority for unincorporated areas and the standards in the Oil Well Ordinance are within the Department's purview. Numerous federal, state, regional, and local agencies regulate oil wells and production facilities. Regulations, such as air quality, fire, seismology, site restoration, etc. are within the purview of other agencies.

The Ordinance supports Board Priority #7 Sustainability by advancing the vision of the Our County Sustainability Plan, to make the County healthier, more livable, economically stronger, more equitable, and more resilient.

**MAJOR POINTS AGAINST:**

The Oil Well Ordinance implements one part of the September 15, 2021 Board motion, "Protecting Communities Near Oil and Gas Drilling Operations in Los Angeles County". All three Board motions from September 15, 2021 are long term projects. It will take the assigned County agencies years to complete and decades to fully implement the work directed by these motions.

The Oil Well Ordinance may make the County more reliant on oil from foreign and domestic sources, which do not have the same regulatory protections that are in Los Angeles County and may result in increased traffic and pollution at the ports in Los Angeles from importing oil.



**ORDINANCE NO. \_\_\_\_\_**

An ordinance amending Title 22 – Planning and Zoning of the Los Angeles County Code and Title 12 – Environmental Protection of the Los Angeles County Code. The ordinance amends Title 22 to prohibit new oil wells and production facilities, designate existing oil wells and production facilities as nonconforming due to use, and establish consistent regulations for existing oil wells and production facilities during the amortization period. The ordinance amends Title 12 to remove the exemption for the operation of oil and gas wells from Chapter 12.08 - Noise Control.

**SECTION 1.** Section 12.08.570 is hereby amended to read as follows:

...

~~M. — Operation of Oil and Gas Wells.~~

~~1. Normal well servicing, remedial or maintenance work performed within an existing well which does not involve drilling or redrilling and which is restricted to the hours between 7:00 a.m. and 10:00 p.m., and~~

~~2. Drilling or redrilling work which is done in full compliance with the conditions of permits issued under Chapter 5, Article 1, of the County Zoning Ordinance, as amended, as set out in Title 22 of this code.~~

**SECTION 2.** Section 22.14.150 is hereby amended to read as follows:

...

Oil Wells and Production Facilities. The following terms are defined solely for Section 22.140.400 (Oil Wells and Production Facilities):

Oil. Any natural hydrocarbon liquid or gas coming from the earth. This term includes petroleum.



Operator. As defined in Section 3009 of the California Public Resources Code.

Plugging and abandonment. The permanent plugging of a well in accordance with the requirements of the California Geologic Energy Management Division.

Production facility. As defined in Section 3010 of the California Public Resources Code.

Well site. The premises used during the maintaining, operating, and producing of a well or wells located thereon. Where the oil well or production facility is not the sole occupant of a property, the well site shall be determined by the Director.

Well. As defined in Section 3008(a) of the California Public Resources Code, but excluding any well used to inject or withdraw gas from an underground storage facility. This term includes any active well, idle well as defined in Section 3008(d) of the California Public Resources Code, and partially plugged and abandoned well.

...

**SECTION 3.** Section 22.16.030 is hereby amended to read as follows:

**22.16.030 - Land Use Regulations for Zones A-1, A-2, O-S, R-R, and W.**

...

C. Use Regulations.

1. Principal Uses. Table 22.16.030-B, below, identifies the permit or review required to establish each principal use.

...



<b>TABLE 22.16.030-B: PRINCIPAL USE REGULATIONS FOR AGRICULTURAL, OPEN SPACE, RESORT AND RECREATION, AND WATERSHED ZONES</b>						
	<b>A-1</b>	<b>A-2</b>	<b>O-S</b>	<b>R-R</b>	<b>W</b>	<b>Additional Regulations</b>
<b>Agricultural and Resource-Based Uses</b>						
...						
<u>Oil wells</u>						
<i>In compliance with Section 22.140.400.C.1.a</i>	CUP	SPR	-	CUP	CUP	Section 22.140.400
<i>In compliance with Section 22.140.400.C.1.b</i>	CUP	SPR	-	CUP	CUP	Section 22.140.400
<i>In compliance with Section 22.140.400.D</i>	-	-	CUP	-	-	Section 22.140.400
<u>Oil wells and production facilities</u>	=	=	=	=	-	Section 22.140.400
...						

...

**SECTION 4.** Section 22.18.030 is hereby amended to read as follows:

**22.18.030 - Land Use Regulations for Zones R-A, R-1, R-2, R-3, R-4, and R-5.**

...

C. Use Regulations.

1. Principal Uses. Table 22.18.030-B, below, identifies the permit or review required to establish each principal use.

...



TABLE 22.18.030-B: PRINCIPAL USE REGULATIONS FOR RESIDENTIAL ZONES							
	R-A	R-1	R-2	R-3	R-4	R-5	Additional Regulations
<b>Agricultural and Resource-Based Uses</b>							
...							
Oil wells and production facilities	-CUP	-CUP	-CUP	-CUP	-CUP	-	Section 22.140.400
...							

...

**SECTION 5.** Section 22.18.060 is hereby amended to read as follows:

**22.18.060 - Development Standards and Regulations for Zone RPD.**

Premises in Zone RPD shall be subject to the following regulations:

A. Use Regulations.

...

4. Prohibited Uses. The following uses are prohibited in Zone RPD:

a. Oil wells and production facilities, in accordance with Section

22.140.400 (Oil Wells and Production Facilities).

**Section 6.** Section 22.20.030 is hereby amended to read as follows:

**22.20.030 - Land Use Regulations for Zones C-H, C-1, C-2, C-3, C-M, C-MJ, and C-R.**

...

C. Use Regulations.

1. Principal Uses. Table 22.20.030-B, below, identifies the permit or review required to establish each principal use.

...



TABLE 22.20.030-B: PRINCIPAL USE REGULATIONS FOR COMMERCIAL ZONES								
	C-H	C-I	C-2	C-3	C-M	C-MJ	C-R	Additional Regulations
<b>Agricultural and Resource-Based Uses</b>								
...								
Oil wells and production facilities	<del>CUP</del>	<del>CUP</del>	<del>CUP</del>	<del>CUP</del>	<del>CUP</del>	-	<del>CUP</del>	Section 22.140.400
...								

...

**SECTION 7.** Section 22.20.090 is hereby amended to read as follows:

**22.20.090 - Development Standards and Regulations for Zone CPD.**

Premises in Zone CPD shall be subject to the following regulations:

A. Use Regulations.

...

3. Prohibited Uses. The following uses are prohibited in Zone CPD:

a. Oil wells and production facilities, in accordance with Section

22.140.400 (Oil Wells and Production Facilities).

**Section 8.** Section 22.22.030 is hereby amended to read as follows:

**22.22.030 - Land Use Regulations for Zones M-1, M-1.5, M-2, and M-2.5.**

...

C. Use Regulations.

1. Principal Uses. Table 22.22.030-B, below, identifies the permit or review required to establish each principal use.

...



<b>TABLE 22.22.030-B: PRINCIPAL USE REGULATIONS FOR INDUSTRIAL ZONES</b>					
	<i>M-1</i>	<i>M-1.5</i>	<i>M-2</i>	<i>M-2.5</i>	<i>Additional Regulations</i>
<b>Agricultural and Resource-Based Uses</b>					
...					
Oil wells	-				-
<del>In compliance with Section 22.140.400.C.1.a</del>	SPR	SPR	SPR	CUP	Section 22.140.400
<del>In compliance with Section 22.140.400.C.1.b</del>	CUP	CUP	CUP	CUP	Section 22.140.400
<u>Oil wells and production facilities</u>	=	=	=	=	Section 22.140.400
...					

88

89 **Section 9.** Section 22.22.040 is hereby amended to read as follows:

90 **22.22.040 - Land Use Regulations for Zone M-3.**

91 A. Permitted Uses. Premises in Zone M-3 may be used for any use, except  
 92 that a use listed in Subsections B and C, is permitted only as provided in such sections,  
 93 below, and uses listed in Subsection D, below, are prohibited. In addition, the following  
 94 uses are permitted in Zone M-3:

95 ...

96 D. Prohibited Uses. The following uses are prohibited in Zone M-3:

97 1. Mobilehomes and recreational vehicles used for sleeping or  
 98 residential purposes, except if used as caretaker residences as provided in Subsections  
 99 A or B, above.



2. Mobilehome parks.

3. Oil wells and production facilities, in accordance with Section

22.140.400 (Oil Wells and Production Facilities).

**SECTION 10.** Section 22.22.050 is hereby amended to read as follows:

**22.22.050 - Land Use Regulations for Zones B-1 and B-2.**

Table 22.22.050-A, below, identifies the permit or review required to establish each use.

...

<b>TABLE 22.22.050-A: LAND USE REGULATIONS FOR ZONES B-1 AND B-2</b>			
<i>Use or Structure</i>	<i>B-1</i>	<i>B-2</i>	<i>Additional Regulations</i>
...			
<u>Oil wells and production facilities</u>	=	=	<u>Section 22.140.400</u>
...			

...

**SECTION 11.** Section 22.22.090 is hereby amended to read as follows:

**22.22.090 - Development Standards and Regulations for Zone MPD.**

A. Use Regulations.

...

3. Prohibited Uses. The following uses are prohibited in Zone MPD:

a. Oil wells and production facilities, in accordance with Section

22.140.400 (Oil Wells and Production Facilities).

**SECTION 12.** Section 22.24.030 is hereby amended to read as follows:

**22.24.030 - Land Use Regulations for Rural Zones.**

...

C. Use Regulations.



1. Principal Uses. Table 22.24.030-B, below, identifies the permit or review required to establish each principal use.

...

TABLE 22.24.030-B:PRINCIPAL USE REGULATIONS FOR RURAL ZONES			
	C-RU	MXD-RU	Additional Regulations
<b>Agricultural and Resource-Based Uses</b>			
...			
Oil wells and production facilities	CUP	-	Section 22.140.400
...			

...

**SECTION 13.** Section 22.26.020 is hereby amended to read as follows:

**22.26.020 - Institutional Zone**

...

B. Land Use Regulations.

3. Use Regulations.

a. Principal Uses. Table 22.26.020-B, below, identifies the permit or review required to establish each use.

TABLE 22.26.020-B:PRINCIPAL USE REGULATIONS FOR ZONE IT		
		Additional Regulations
<b>Agricultural and Resource-Based Uses</b>		
...		
Oil wells and production facilities	-	Section 22.140.400
...		

...

**SECTION 14.** Section 22.26.030 is hereby amended to read as follows:

**22.26.030 - Mixed Use Development Zone.**



...

## B. Land Use Regulations.

## 3. Use Regulations.

a. Principal Uses. Table 22.26.030-B, below, identifies the permit or review required to establish each use.

TABLE 22.26.030-B:PRINCIPAL USE REGULATIONS FOR ZONE MXD		
		<i>Additional Regulations</i>
<b>Agricultural and Resource-Based Uses</b>		
Community gardens	P	
<u>Oil wells and production facilities</u>	=	<u>Section 22.140.400</u>
...		

...

**SECTION 15.** Section 22.26.060 is hereby amended to read as follows:

**22.26.060 - Parking Restricted Zone.**

...

## B. Land Use Regulations.

## 3. Use Regulations.

a. Principal Uses. Table 22.26.060-B, below, identifies the permit or review required to establish each use.

TABLE 22.26.060-B:PRINCIPAL USE REGULATIONS FOR ZONE P-R		
		<i>Additional Regulations</i>
...		
<u>Oil wells and production facilities</u>	=	<u>Section 22.140.400</u>
...		

...

**SECTION 16.** Section 22.140.400 is hereby amended to read as follows:



**22.140.400 Oil Wells and Production Facilities.**

A.—— Purpose. ~~This Section regulates oil, including the installation and use of such equipment, structures, and facilities for oil drilling and producing operations customarily required or incidental to usual oil field practice; including, but not limited to, the initial separation of oil, gas, and water, and for the storage, handling, recycling, and transportation of such oil, gas, and water to and from the property.~~

B.—— Prohibition. ~~Unless otherwise permitted in the zone, no refineries or absorption plants are permitted in conjunction with an oil well.~~

C.—— Development Standards in Zones A-2, M-1, M-1.5, and M-2. ~~This Subsection C applies to oil wells located in Zones A-2, M-1, M-1.5, and M-2:~~

1.—— Application Requirements.

a.—— A Ministerial Site Plan Review (Chapter 22.186) application is required for oil wells:

i.—— ~~In established oil fields as delineated on maps published by the California Department of Conservation, Division of Oil, Gas, and Geothermal Resources; and~~

ii.—— ~~That comply with the requirements in this Subsection C; or~~

b.—— A Conditional Use Permit (Chapter 22.158) application is required for oil wells:

i.—— ~~Outside established oil fields as delineated on maps published by the California Department of Conservation, Division of Oil, Gas, and Geothermal Resources;~~



~~ii. That request a modification to any of the standards in this Subsection C; or~~

~~iii. Notwithstanding Subsection C.3, below, in Zone M-2, if located within 300 feet of any public school or park, or any Residential Zone or Zone A-1.~~

~~2. Setback From Highway. A well hole, derrick, or tank shall not be placed within 20 feet of any public highway.~~

~~3. Setback From Residences. No oil drilling shall be within 300 feet of any residence, except for a residence on the same land that is owned or leased by the person drilling the oil well.~~

~~4. Additional Standards for Setbacks Less Than 500 Feet From Residences. Drilling within 500 feet of one or more residences, except for a residence on the same land that is owned or leased by the person drilling the oil well, shall comply with the following standards:~~

~~a. All derricks used in connection with the drilling of the well shall be enclosed with fire-resistant and soundproofing material unless the heads of all families occupying any residence within 1,320 feet (one-quarter mile) of the drilling site, other than of a residence described at the beginning of this Subsection C.3, above, file a written waiver with the Commission or Hearing Officer.~~

~~b. All drilling and pumping equipment shall be operated by muffled internal combustion engines or by electric motors.~~

~~c. Materials, equipment, tools, or pipe used for either drilling or producing operations at the well hole shall not be delivered to or removed from the~~



drilling site except between the hours of 8:00 a.m. and 6:00 p.m. of any day, except in the case of emergency.

5.—— Enclosures. Any unattended earthen sump located within 1,320 feet of the nearest highway, or within 2,640 feet (one half mile) of 20 or more residences shall be enclosed with a fence not less than five feet high, mounted on steel posts with not less than three strands of barbed wire around the top. Such fence shall be constructed of woven wire fencing or equivalent of not greater than six-inch mesh.

6.—— Roads. When private roads to wells are constructed, that portion of such roads lying within 200 feet of an oiled or surfaced public highway, or of an existing residence, shall be oiled or surfaced.

7.—— Fire and Safety. All drilling and producing operations shall conform to all applicable fire and safety regulations.

8.—— Number of Tanks Allowed. Not more than two production tanks, neither to exceed 1,000 barrels capacity, shall remain on the property following completion of production tests at each well; provided that this condition shall not restrict the maintenance of additional tanks for storage and shipping.

9.—— No Public Nuisance. All drilling and production operations shall be conducted in such a manner as not to constitute a public nuisance. Proven technological improvements in drilling and production methods shall be adopted as they may become, from time to time, available if capable of reducing factors of nuisance and annoyance.



216                   ~~10.—Signs. Signs shall not be constructed, erected, maintained, or~~  
217 ~~placed on the property, or any part thereof, except those required by law or ordinance to~~  
218 ~~be displayed in connection with the drilling or maintenance of the well.~~

219                   ~~11.—Toilet Facilities. Suitable and adequate sanitary toilet and washing~~  
220 ~~facilities shall be installed and maintained in a clean and sanitary condition at all times.~~

221                   ~~12.—Removal Upon Completion or Abandonment. The derrick used to~~  
222 ~~drill any well hole or to repair, clean out, deepen, or re-drill any completed or drilling~~  
223 ~~well, shall be removed within 90 days after completion or abandonment of any well.~~

224                   ~~13.—Restoration Upon Abandonment. Within 90 days after~~  
225 ~~abandonment of any well, earthen sumps used in drilling or production, or both, shall be~~  
226 ~~filled, and the drilling site restored as nearly as practicable to its original condition.~~

227                   ~~14.—Bonds. Except as provided in Subsection C.15, below, a faithful~~  
228 ~~performance bond of \$2,000 shall be filed with the Board for each well for the first five~~  
229 ~~wells. Where more than five wells are drilled, \$10,000 in bonds shall be the total~~  
230 ~~required of all oil operators. Either such bond shall include as obligees all persons who~~  
231 ~~may be damaged or annoyed by such use, or a policy of insurance shall be filed with~~  
232 ~~the Board having a maximum amount of recovery not less than the amounts required of~~  
233 ~~a bond, directly insuring all persons who may be damaged or annoyed by such use.~~

234                   ~~15.—Assignment of Savings and Loan Certificates and Shares. In lieu of~~  
235 ~~the bond required by Subsection C.14, above, the oil well operator may deposit with the~~  
236 ~~Executive Officer-Clerk of the Board and assign to the County savings and loan~~  
237 ~~certificates or shares equal in amount to the required amount of the bond. Such deposit~~  
238 ~~and assignment shall comply with all the provisions and conditions of Section 4.36~~



~~(Assignment of Savings and Loan Certificates and Shares) of Title 4 of the County Code.~~

~~16. Insurance Agreement. If an oil well operator deposits and assigns savings and loan certificates and shares in lieu of filing the bond required by Subsection C.14, above, and does not file with the Board the policy of insurance described in the same Subsection, the operator also shall file a written agreement with the Board that the County may satisfy, either in whole or in part from such certificates or shares, any final judgment, the payment of which would have been guaranteed by such bond or policy of insurance.~~

~~D. Development Standards in Zone O-S. All oil and gas drilling operations proposed in Zone O-S shall be located, developed, and operated in compliance with the following standards:~~

~~1. Restrictions on Sumps. On or after December 24, 1982, no person shall dig, excavate, construct, or establish any open sump on any oil well site or at any other place in connection with the operation of any oil well approved pursuant to this Subsection D, except that sumps which are containerized or otherwise lined and covered to protect wildlife and groundwater are permitted.~~

~~2. Uses Permitted. Oil wells shall be limited to gas drilling operations, including accessory storage tanks and equipment.~~

~~3. Additional Standards for Setbacks Less Than 500 Feet From Sensitive Uses.~~



~~a.—— If the proposed drilling is within 500 feet of a dwelling unit, hospital, school, rooming house, or other similar residential, educational, or health care facility; the following standards shall apply:~~

~~i.—— All derricks used in connection with the drilling of the well shall be fully enclosed with fire-resistant and soundproofing material maintained in a serviceable condition.~~

~~ii.—— All engines or motors used in connection with the drilling of the well shall be either electric or adequately muffled to prevent the emission of sound, sparks or ignited carbon, or soot.~~

~~iii.—— All oil, gas, or other produced substances shall be transported from any site by buried pipeline, except that an alternative transport system may be approved with a Conditional Use Permit (Chapter 22.158) application.~~

~~b.—— A well hole, derrick, or tank shall not be placed within 300 feet of any dwelling unit, school, or hospital or other similar residential, educational, or health facility.~~

~~4.—— Production. Production tanks shall not exceed a capacity of 1,000 barrels per tank, nor total more than a capacity of 2,000 barrels per well.~~

~~5.—— Refining Not Permitted. Refining shall not take place on-site, except that normal production operations including the initial separation of oil, gas, and water and the storage, handling, recycling, and transportation of such materials is permitted.~~

~~6.—— Noise, Odor, and Vibrations. Any machinery or equipment used in the production or processing of substances within the site shall be designed or housed and operated so that odor is limited to a minimum and so that noise and vibrations~~



conform to the limits as specified in Chapter 12.08 (Noise Ordinance) of Title 12 of the County Code.

7. Containment. Adequate measures shall be designed and constructed to insure containment of spills. For operations outside of established oil fields, the Commission or Hearing Officer may require additional measures if a spill may potentially affect a Significant Ecological Area or a similar natural resource area.

8. Equipment Storage. Accessory tanks and equipment shall be stored within the fenced or walled area of the site. Any other equipment that is not essential to the daily operation of the oil well located on the site shall not be stored on the site.

9. Discharge. All oil field waste shall be discharged into a suitable container for removal from the site.

10. Roads. All private access roads leading off any surfaced public street or highway shall be paved with asphalt or concrete not less than three inches thick for the first 50 feet of the access road from the public street or highway. The remainder of the access road shall be wet down during use, oiled, hard surfaced, or maintained in such other fashion to limit dust.

11. Fences and Walls. Fences or walls in compliance with Chapters 11.46 and 11.48 of Title 11 (Health and Safety) of the County Code is required. Such fence shall enclose all drilling equipment or machinery, tanks, and vehicular parking.

12. Signs. No signs shall be placed, constructed, or used on the drilling site except those required for public safety, and except those required by law or ordinance to be displayed in connection with the drilling or maintenance of any well.



306                   13.—Screening. All visible structures shall be painted or otherwise  
307 surfaced with a color compatible with the surrounding area.

308                   14.—Landscaping. A landscaping plan indicating the size, type, and  
309 location of all vegetation to be planted, as well as topographic features and irrigation  
310 facilities, shall be submitted for review and approval by the Director. A phasing plan  
311 indicating the time schedule of planting shall be submitted in conjunction with the  
312 landscape plan. The plan shall show the placement of all trees and shrubs plantings  
313 around the perimeter of the property for screening of the operations from adjoining or  
314 adjacent public streets or highways or Residential Zones. If the oil wells, equipment,  
315 and facilities are effectively screened from view due to their isolation or with existing  
316 trees and shrubs or by intervening topography to the satisfaction of the Director, such  
317 may be used in lieu of required landscaping.

318                   15.—Toilet Facilities. Suitable and adequate sanitary toilet and washing  
319 facilities shall be installed on site, and shall be maintained in a clean and sanitary  
320 condition at all times.

321                   16.—Maintenance. The drilling site and access to the site shall be  
322 maintained in a neat and orderly fashion.

323                   17.—Abandonment. Within 90 days from the date of abandonment, the  
324 oil well site shall be cleared of all equipment and restored as nearly as practicable to its  
325 original condition.

326                   18.—Other Regulations. The drilling operation and development of the  
327 site shall be compatible with all other applicable laws, ordinances, and regulations.



19. ~~Bonding. A faithful performance bond, cashier's check, or certificate of deposit of \$5,000 shall be filed with the Board for each well drilled; or at the election of the applicant, \$25,000 for five or more wells. Such bond, cashier's check, or certificate of deposit shall be executed in favor of the County to cover all costs of rehabilitating the drilling site after abandonment of the well in the event of a failure to rehabilitate the site.~~

A. Applicability.

1. This Section applies to oil wells and production facilities in all zones.

2. New oil wells and production facilities are prohibited in all zones.

3. In accordance with Section 22.172 (Nonconforming Uses, Buildings and Structures), existing, legally established oil wells or production facilities lawfully operating without an approved Conditional Use Permit or other discretionary permit are nonconforming due to use on [Date of Final Adoption], the effective date of this Section.

B. Definitions. Specific terms used in this Section are defined in Section 22.14.150 of Division 2 (Definitions), under "Oil Wells and Production Facilities."

C. Signs.

1. Notwithstanding Chapter 22.114 (Signs), the following signs shall be provided:

a. Site Identification Signs.

i. Where oil wells or production facilities are the sole use on a lot, signs shall be required at each entrance to the lot. Such signs shall:



(1) Provide the information required in Subsection C.1.a.iii, below, in lettering not less than two inches in height.

(2) Comply with Section 22.114.190 (Directional or Informational Signs) requirements for directional or informational signs for Zone C-1.

(3) Be placed in a location so that the sign is clearly readable to a person on a public street or highway.

ii. Where oil wells or production facilities are on a lot with another primary use and such oil wells or production facilities have individual perimeter fencing, an identification sign shall be required on each fenced area in a place clearly readable to a person passing by and shall provide the information required by Subsection C.1.a.iii, below.

iii. Each site identification sign shall provide the name of the operator, the name of the lease, the telephone number of the operator, the telephone number of the Department of Regional Planning Zoning Enforcement Section, and the telephone number of the South Coast Air Quality Management District for odor complaints.

b. Well Identification Signs. Each well shall have an identification sign that provides the name of the operator, name of the lease, the lease number of the well, and the API number of the well.

c. The Director may approve existing identification signs if they substantially comply with the intent of this Subsection C.



2. Signs shall not be constructed, erected, maintained, or placed on the property, except those required by federal, state, or local regulations to be displayed in connection with the drilling or maintenance of the well.

3. All signs required by federal, state, or local regulations shall be properly posted and maintained in good condition as to be clearly visible and shall not be obstructed from view.

D. Comment and Complaint Log.

1. The operator shall maintain a written log of all calls and emails registering comments or complaints regarding site operations. The log shall include the date, time, nature of the comment or complaint, and the response or resolution offered.

2. The operator shall respond to each call or email comment or complaint within 24 hours or the next business day, as applicable, with an update on the operator's actions to address the comment or complaint.

3. A copy of the log shall be provided to the Director upon request.

E. Site Maintenance.

1. All structures, fences, walls, signs, and landscaping shall be maintained in a neat and orderly fashion where visible from the public right-of-way.

2. All structures, fences, walls, and signs that are visible from the public right-of-way shall remain free of graffiti. If graffiti occurs, the operator shall remove such graffiti within 24 hours, weather permitting. Paint utilized in covering such graffiti shall be of a color that matches, as closely as possible, the color of the adjacent surfaces.



393                    3. All structures, fences, walls, signs, and equipment shall be  
394 maintained free of rust, oil, and stains.

395                    4. The site shall be kept free of debris, trash, and pools of oil, water,  
396 or other liquids. The area within 25 feet of any oil well or production facility shall be kept  
397 free of dry weeds, brush, or other combustible material.

398                    5. Any equipment used to repair, clean out, plug and abandon, or any  
399 other work on an existing well shall be removed within 90 days after completion of such  
400 activities.

401                    6. Restoration Upon Abandonment. Within 90 days after the  
402 abandonment of any well, the well site shall be restored as nearly as practicable to its  
403 original condition.

404                    F. Bonds.

405                    1. The operator shall file with the Board an indemnity bond for each  
406 site in the amount specified by the Director. The Director shall determine the bond  
407 amount based on the site and existing operations, including the total number of wells,  
408 operations, size, and nature of the operations on the property, and other relevant  
409 conditions related to the existing site operations. The amount of the bond shall be not  
410 less than \$152,000 per well.

411                    2. Such bonds shall be executed in favor of the County to cover the  
412 costs in the event of a failure of the operator to perform any proper oil well operating  
413 actions, such as actions taken to ensure the operation of wells and production facilities  
414 in accordance with all federal, state, and local regulations; the completion of plugging  
415 and abandonment of each oil well on the site, the reabandonment of any oil well on the



site where directed by the California Geologic Energy Management Division,  
remediation of contamination of the property, and site remediation, to the extent not fully  
covered by California Geologic Energy Management Division bonds, if any such work  
was performed by the County.

3. Such bonds shall include the County as an obligee. All bonds shall  
be duly executed by a solvent surety company that is authorized by the State of  
California, is listed in the United States Department of the Treasury's Listing of  
Approved Sureties and is satisfactory to the County.

4. The operator shall also file a written agreement with the Board that  
the County may satisfy, either in whole or in part from such bonds described in this  
Subsection F, any final judgement, the payment of which have been guaranteed by  
such bonds.

5. Such bonds may be reassessed by the Director not more than once  
every five years to ensure the amount is sufficient to ensure coverage as specified in  
this Subsection F.

6. After all wells have been plugged and abandoned and the lot has  
been restored consistent with California Geologic Energy Management Division  
requirements and in accordance with this Section, to the satisfaction of the Director, the  
Director shall release bonds required by this Subsection F.

G. Well Plugging and Abandonment and Restoration.

1. All California Geologic Energy Management Division requirements  
related to the plugging and abandonment of a well; removal of equipment, trash, and  
other waste materials; and well site and lease restoration shall be fulfilled.



2. All equipment and pipelines which are not necessary for the operation or maintenance of other oil wells or production facilities on the property shall be removed.

3. The well site or lease area shall be restored so that the site is free of oil, rotary mud, oil-soaked earth, asphalt, tar, concrete, litter, and debris.

4. Restoration of the well site shall be completed within 60 days following plugging and abandonment of the well.

5. When the last oil well on a lot is plugged and abandoned or the production facility on the lot is removed, restoration of the lot shall begin within three (3) months and be completed within one year after the plugging and abandonment of the last oil well on the lot, unless the California Geologic Energy Management Division approves a schedule with a longer timeline for restoration. The lot shall be restored in compliance with all California Geologic Energy Management Division requirements and to the satisfaction of the Director.

H. Schedule for Compliance. Existing oil wells and production facilities shall comply with the requirements in Subsections C through G, in accordance with the following schedule:

1. Existing oil wells and production facilities shall comply with Subsection E (Site Maintenance) and Subsection G (Well Plugging and Abandonment and Restoration) on **month, day, year**, the effective date of this Section.

2. Existing oil wells and production facilities shall comply with Subsection C (Signs) and Subsection D (Comment and Complaint Log) by **month, day, year**, one year from the effective date of this Section.



3. Existing oil wells and production facilities shall comply with  
Subsection F (Bonds) by **month, day, year**, two years from the effective date of this  
Section.

**SECTION 17.** Section 22.316.080 is hereby amended to read as follows:

...

C. Union Pacific Area.

...

4. Zone Specific Development Standards

...

b. Zone M-1.

...

ii. Uses Subject to Permits. In addition to the uses  
 specified in Section 22.22.030 (Land Use Regulations for Zones M-1, M-1.5, M-2, and  
 M-2.5) as subject to approval of a Conditional Use Permit for Zone M-1, the following  
 uses shall require a Conditional Use Permit (Chapter 22.158) application in Zone M-1:

...

· Motors, the manufacture of electric motors.

~~· Oil wells and appurtenances, to the same extent and  
 under all of the same conditions as permitted in Zone A-2.~~

...

**SECTION 18.** Section 22.324.070 is hereby amended to read as follows:

...

C. Industrial Zones



485 ...

486 2. Zone M-1. The standards prescribed for Zone C-M in Subsections  
487 B.4.a through B.4.g, above, shall apply to Zone M-1. In addition, the following standards  
488 shall apply:

489 ...

490 e. Uses Subject to Permits. In addition to the uses specified in  
491 Chapter 22.22 (Land Use Regulations for Zones M-1, M-1.5, M-2, and M-2.5) for Zone  
492 M-1, and notwithstanding any contrary provision within that Chapter, the following uses  
493 shall require a Conditional Use Permit (Chapter 22.158) application in Zone M-1:

494 ...

495 • Nightclubs.

496 • ~~Oil wells and appurtenances, to the same extent and~~  
497 ~~under all of the same conditions as permitted in Zone A-2.~~

498 ...



**RESOLUTION  
REGIONAL PLANNING COMMISSION  
COUNTY OF LOS ANGELES  
OIL WELL ORDINANCE  
PROJECT NO. 2020-000246-(1-5)  
PLAN NO. RPPL2020000624**

**WHEREAS**, the Regional Planning Commission of the County of Los Angeles conducted a duly noticed public hearing on June 8, 2022 to consider the Oil Well Ordinance, an amendment to Title 22 (Planning and Zoning) of the Los Angeles County Code to prohibit new oil wells and production facilities, designate existing oil wells and production facilities as nonconforming due to use, and establish consistent regulations for existing oil wells and production facilities during the amortization period.

**WHEREAS**, the Regional Planning Commission finds as follows:

1. On September 15, 2021, the Los Angeles County Board of Supervisors (Board) approved three motions "Protecting Communities Near Oil and Gas Drilling Operations in Los Angeles County," "Developing an Oil Well Cleanup Pilot Program for Los Angeles County," and "Developing a Comprehensive Strategy for a Just Transition Away from Fossil Fuels for Los Angeles County." These motions assigned several County agencies to work on these directives.
2. The motion "Protecting Communities Near Oil and Gas Drilling Operations in Los Angeles County" instructed the Department of Regional Planning (Department) to prepare the Oil Well Ordinance.
3. The Ordinance amends Title 22 (Planning and Zoning) of the Los Angeles County Code to prohibit new oil wells and production facilities, designate existing oil wells and production facilities as nonconforming due to use, and establish consistent regulations for existing oil wells and production facilities during the amortization period.
4. The Ordinance applies to the unincorporated areas of Los Angeles County, except for the Baldwin Hills Community Standards District, areas designated as a specific plan, and uses operating under a valid discretionary permit.
5. The Ordinance affects approximately 473 existing oil wells and production facilities.
6. The Ordinance prohibits new oil wells and production facilities by adding "oil wells and production facilities" as a use "not permitted" in Zones A-1, A-2, O-S, R-R, W, R-A, R-1, R-2, R-3, R-4, R-5, RPD, C-H, C-1, C-2, C-3, C-M, C-



MJ, C-R, CPD, M-1, M-1.5, M-2, M-2.5, M-3, B-1, B-2, MPD, C-RU, MXD-RU, IT, MXD, and P-R.

7. The Ordinance amends the East Los Angeles Community Standards District and the Florence-Firestone Community Standards District in order to prohibit new oil wells and production facilities.
8. By adding "oil wells and production facilities" as a use "not permitted" in Title 22, the Ordinance designates existing, legally established oil wells and production facilities as nonconforming due to use.
9. The Ordinance adds consistent regulations to Title 22 for existing oil wells and production facilities, including: well and site signage, comment and complaint log, requirements for site maintenance, bonds for existing wells, and standards for well plugging and abandonment and restoration.
10. The Ordinance is consistent with and supportive of the goals, policies, and principles of the General Plan, including: Policy LU 7.1: Reduce and mitigate the impacts of incompatible land uses, where feasible, using buffers and other design techniques; Policy LU 7.8: Promote environmental justice in the areas bearing disproportionate impacts from stationary pollution sources; Policy LU 9.1: Promote community health for all neighborhoods; and Policy LU 9.4: Encourage patterns of development that protect the health of sensitive receptors.
11. The Ordinance is in the interest of the public health, safety, and general welfare and in conformity with good zoning practice.
12. The Ordinance is consistent with other applicable provisions of Title 22.
13. Pursuant to Chapter 22.244 (Ordinance Amendments) and Section 22.222.180 of the County Code, a public hearing notice was published in 14 local newspapers countywide, including the Spanish-language newspaper La Opinión. The public hearing notice and materials were posted on the Department website and promoted through social media.
14. The Ordinance is exempt from the provisions of the California Environmental Quality Act (CEQA) and the County CEQA Guidelines pursuant to CEQA Guidelines sections 15061(b)(3), 15061(b)(2), 15301 (Class 1), and 15308 (Class 8).

**THEREFORE, BE IT RESOLVED THAT** the Regional Planning Commission recommends to the Board of Supervisors of the County of Los Angeles as follows:

1. That the Board hold a public hearing to consider the Oil Well Ordinance;



2. That the Board find that the Oil Well Ordinance is exempt from the provisions of the California Environmental Quality Act for the reasons in the record;
3. That the Board determine that the Oil Well Ordinance is compatible with and supportive of the goals and policies of the General Plan; and
4. That the Board adopt the Oil Well Ordinance.

I hereby certify that the foregoing resolution was adopted by a majority of the voting members of the Regional Planning Commission on the County of Los Angeles on June 8, 2022



Elida Luna  
Commission Secretary  
County of Los Angeles  
Regional Planning Commission

APPROVED AS TO FORM: OFFICE OF THE COUNTY COUNSEL

By 

Elaine Lemke  
Assistant County Counsel  
County of Los Angeles



**SUMMARY OF PROCEEDINGS  
REGIONAL PLANNING COMMISSION  
PROJECT NUMBER PRJ2020-000246-(1-5)  
ADVANCE PLANNING CASE NUMBER RPPL2020000624  
OIL WELL ORDINANCE**

**June 8, 2022 Regional Planning Commission Hearing**

On June 8, 2022, the Regional Planning Commission (Commission) conducted a duly-noticed public hearing to consider the Oil Well Ordinance (Ordinance). At the public hearing, the Commission considered the amendment to Title 22 - Planning and Zoning of the County Code. The amendment to Title 12 - Environmental Protection of the County Code was provided to the Commission for their information. Regional Planning staff (staff) provided an overview of the Ordinance to the Commission.

Eight speakers supported the Ordinance. After expressing support that the Ordinance will ban new oil wells and phase out existing oil wells, additional comments included several topics. Speakers encouraged the County to proceed quickly to address areas not covered by the Ordinance. Speakers requested that the Ordinance include additional regulations, including: public health and safety protections from the 2020 draft ordinance; the comment and complaint log be made available to the public; and to require testing and robust remediation for sites after oil wells are plugged and abandoned.

Three speakers opposed the Ordinance. Comments included that the Ordinance was bad policy and it would not benefit the people of Los Angeles County because it will: shutdown a legal and viable essential industry; result in an illegal taking of property that will lead to major litigation and related expenses for the County; make Los Angeles County more reliant on oil from foreign and domestic sources, which do not have the same regulatory protections that are in Los Angeles County; and lead to increased traffic and pollution at the ports in Los Angeles from importing oil. Speakers stated that the California oil and natural gas industry complies with rules and ordinances at the local, state, and federal levels, adheres to environmental regulations to protect the safety of the workforce and communities where they operate, and produces the cleanest oil and natural gas in the world. Speakers requested that instead of moving forward with the Ordinance, the County work with the operators and stakeholders to find the right balance of regulations, best practices, and good neighbor provisions.

One speaker requested an amendment to the Ordinance to explicitly exempt the Baldwin Hills Community Standards District (CSD), specific plans, and uses operating under a discretionary permit.

In response to public testimony, staff stated that the Ordinance was the first step in fulfilling the September 15, 2021 Board motion "Protecting Communities Near Oil and Gas Drilling Operations in Los Angeles County". Staff highlighted the history and purpose of the project from the initial 2016 Board motion to the present. Staff explained that the 2020 draft ordinance reflected the policy directives in the initial 2016 Board motion and would have required operators to make significant improvements and investments to



comply with updated standards; and, in exchange, the operators would receive a permit to continue to extract oil. Staff explained that the policy directive in the September 15, 2021 Board motion was different in that it directed the Department to prohibit new oil wells and deem existing oil wells as nonconforming. Staff noted that oil wells are highly regulated in California and that air quality, site remediation, fire, seismic monitoring, etc. are already regulated by various federal, state, and local agencies. Staff stated that, as the land use authority over unincorporated areas, the standards in the Ordinance were within the Department's purview.

Regarding the request to amend the Ordinance to explicitly exempt the Baldwin Hills CSD, specific plans, and uses operating under a discretionary permit, staff noted that Title 22 already addresses the applicability of the Ordinance and that the requested amendment is not necessary.

During discussion, the Commission noted that recommending the Ordinance, as written, to the Board would initiate the phase out of oil wells in the unincorporated areas of Los Angeles County and that they look forward to updates from staff on additional efforts to fulfil the rest of the September 14, 2021 Board motion. Prior to voting on the resolution, the Commission advised that before eliminating oil wells in the unincorporated areas, the County should deeply examine the feasibility of sustainable energy and the adequacy of alternatives should sustainable energy not work in the long term. After discussion, the Commission closed the public hearing and with a vote of (4-1), and adopted the resolution to recommend that the Board of Supervisors consider and adopt the Ordinance.



# Notice of Exemption

**To:**

☐ Office of Planning and Research  
P.O. Box 3044  
Sacramento, CA 95812-3044

☐ County Clerk  
County of: Los Angeles, Business Filings  
12400 E. Imperial Hwy., #1201  
Norwalk, CA 90650

**From:**

Public Agency: LA County Regional Planning  
320 W. Temple Street, 13<sup>th</sup> Floor  
Los Angeles, CA 90012

Project Title: \_\_\_\_\_

Project Applicant: \_\_\_\_\_

Project Location - Specific: \_\_\_\_\_

Project Location - City: \_\_\_\_\_ Project Location - County: \_\_\_\_\_

Description of Nature, Purpose and Beneficiaries of Project: \_\_\_\_\_

Name of Public Agency Approving Project: County of Los Angeles Board of Supervisors

Name of Person or Agency Carrying Out Project: \_\_\_\_\_

Exempt Status: **(check one):**

- ☐ Ministerial (Sec. 21080(b)(1); 15268)  
☐ Declared Emergency (Sec. 21080(b)(3); 15269(a))  
☐ Emergency Project (Sec. 21080(b)(4); 15269(b)(c))  
☐ Categorical Exemption. State type and section number: \_\_\_\_\_  
☐ Statutory Exemption. State code number: \_\_\_\_\_  
☐ Common Sense Exemption (Sec. 15061(b)(3))

Reasons why project is exempt: \_\_\_\_\_

Lead Agency

Contact Person: \_\_\_\_\_ Area Code/Telephone/Extension: \_\_\_\_\_

**If filed by applicant:**

1. Attach certified document of exemption finding.
2. Has a Notice of Exemption been filed by the public agency approving the project? ☐ Yes ☐ No

Signature: \_\_\_\_\_ Date: \_\_\_\_\_ Title: \_\_\_\_\_

☐ Signed by Lead Agency

☐ Signed by Applicant

Date Received for filing at OPR: \_\_\_\_\_



## ATTACHMENT TO NOTICE OF EXEMPTION OIL WELL ORDINANCE

### **Project Location**

The project location is Los Angeles County. A map of the project location is attached.

### **Project Description**

The project is the Oil Well Ordinance, Project No PRJ2020-000246-(1-5) and Case No RPPL2020000624. The project amends Title 22 (Planning and Zoning) and Title 12 (Environmental Protection) of the Los Angeles County Code. The project consists of more stringent regulations than the current regulations in Title 22 and Title 12 and does not relax regulatory standards for new or existing oil wells and production facilities.

The project amends Title 22 to prohibit new oil wells and production facilities, designate existing oil wells and production facilities as nonconforming due to use, and establish consistent regulations for existing oil wells and production facilities during the amortization period. The regulations include: well and site signage, comment and complaint log, requirements for site maintenance, bonds for existing wells, and standards for well plugging and abandonment and restoration. The amendment to Title 22 applies to the unincorporated areas of Los Angeles County, except for the Baldwin Hills Community Standards District, areas designated as a specific plan, and uses operating under a valid discretionary permit.

The project amends Title 12 by removing the exception for oil wells from regulations for noise and vibration, resulting in more stringent regulations for oil wells because the use must comply with the County's regulations for noise and vibration.

### **Reasons Why this Project is Exempt**

This project is exempt from the provisions of the California Environmental Quality Act (CEQA) and the County CEQA Guidelines pursuant to CEQA Guidelines sections 15061(b)(3), 15061(b)(2), 15301 (Class 1), and 15308 (Class 8).

#### **CEQA Guidelines section 15061(b)(3)**

*The activity is covered by the common sense exemption that CEQA applies only to projects which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA.*

The project is exempt pursuant to Section 15061(b)(3) because it can be seen with certainty that there is no possibility that it may have a significant effect on the environment. The project adopts more stringent regulations for oil wells and production facilities than the current regulations in Title 22 and Title 12. The project does not cause physical changes to the environment and does not have any potential for causing a significant effect on the environment.

#### **CEQA Guidelines section 15061(b)(2)**

*The project is exempt pursuant to a categorical exemption and the application of that categorical exemption is not barred by one of the exceptions set forth in Section 15300.2.*



## ATTACHMENT TO NOTICE OF EXEMPTION OIL WELL ORDINANCE

The project is exempt pursuant to CEQA Guidelines section 15301, Existing Facilities, Class 1 and CEQA Guidelines section 15308, Actions by Regulatory Agencies for Protection of the Environment, Class 8.

- **CEQA Guidelines Section 15301, Existing Facilities, Class 1.** *Class 1 consists of the operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public or private structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of existing or former use.*

The project consists of more stringent regulations than the current regulations in Title 22 and Title 12. Under the amendment to Title 22, new oil wells and production facilities are prohibited and existing oil wells and production facilities as nonconforming may continue to operate in accordance with Section 22.172 (Nonconforming Uses, Buildings and Structures). The project also establishes consistent regulations in Title 22 for existing oil wells and production facilities, including: well and site signage, comment and complaint log, requirements for site maintenance, bonds for existing wells, and standards for well plugging and abandonment and restoration. The amendment to Title 12 removes the exception for oil wells from regulations for noise and vibration. The project involves no change nor expansion to existing facilities and sites. Therefore, the project qualifies for a Class 1 exemption.

- **CEQA Guidelines Section 15308. Actions by Regulatory Agencies for Protection of the Environment, Class 8.** *Class 8 consists of actions taken by regulatory agencies, as authorized by state or local ordinance, to assure the maintenance, restoration, enhancement, or protection of the environment where the regulatory process involves procedures for protection of the environment. Construction activities and relaxation of standards allowing environmental degradation are not included in this exemption.*

The project consists of more stringent regulations than the current regulations in Title 22 and Title 12. Under the amendment to Title 22, new oil wells and production facilities are prohibited and existing oil wells and production facilities as nonconforming may continue to operate in accordance with Section 22.172 (Nonconforming Uses, Buildings and Structures). The amendment to Title 12 removes the exception for oil wells from regulations for noise and vibration, therefore, oil wells will be subject to regulations for noise and vibration. The project does not relax standards for existing oil wells and production facilities. The project increases the level of protection of the environment. Therefore, the project qualifies for a Class 8 exemption.

### **Review of Possible Exceptions to the Categorical Exemptions**

CEQA Guidelines Section 15300.2 identifies circumstances when a categorical exemption cannot be used. This project has been reviewed to determine if any of the conditions listed in this section might invalidate findings that the project is exempt under



ATTACHMENT TO NOTICE OF EXEMPTION  
OIL WELL ORDINANCE

CEQA. None of the following exceptions to the categorical exemptions are applicable to the project, therefore, the project qualifies for Class 1 and Class 8 exemptions under CEQA Guidelines section 15061(b)(2).

- CEQA Guidelines Section 15300.2 (a) - Location.  
This exception is specific to Classes 3, 4, 5, 6, and 11. This exception does not apply to the Class 1 or Class 8 exemptions.
- CEQA Guidelines Section 15300.2 (b) - Cumulative Impact.  
In Title 22, the project prohibits new oil wells and production facilities and allows existing oil wells and production facilities to continue to operate in accordance with Section 22.172 (Nonconforming Uses, Buildings and Structures). Current regulations in Title 22 allow new oil wells with either a ministerial permit or a discretionary permit. In Title 12, the project removes the exception for oil wells from regulations for noise and vibration, therefore, oil wells will be subject to more stringent regulations for noise and vibration than the regulations in Title 12 before the project. The project adopts more stringent regulations for oil wells and production facilities than the current regulations in Title 22 and Title 12, therefore the project will not have an individual or cumulative adverse impact on the environment.
- CEQA Guidelines Section 15300.2 (c) - Significant Effect.  
The project does not propose or facilitate new development on any property. Currently, Title 22 allows new oil wells with either a ministerial permit or a discretionary permit. In Title 22, the project prohibits the development of new oil wells and production facilities and prohibits new wells on properties with existing oil wells and production facilities. In Title 12, the project removes the exception for oil wells from regulations for noise and vibration, The project adopts more stringent regulations for oil wells and production facilities than the current regulations in Title 22 and Title 12, therefore there is no reasonable possibility that the project will have a significant effect on the environment due to unusual circumstances.
- CEQA Guidelines Section 15300.2 (d) - Scenic Highways.  
In Title 22, the project prohibits the development of new oil wells and production facilities, thereby preventing development of such a use on a property, including scenic resources within a highway officially designated as a state scenic highway. In Title 22, the project allows existing oil wells and production facilities to continue to operate in accordance with Section 22.172 (Nonconforming Uses, Buildings and Structures). In Title 12, the project removes the exception for oil wells from regulations for noise and vibration. Therefore, the project will not result in damage to scenic resources, including but not limited to, trees, historic buildings, rock outcroppings, or similar resources, within a highway officially designated as a state scenic highway.
- CEQA Guidelines Section 15300.2 (e) - Hazardous Waste Sites.



# ATTACHMENT TO NOTICE OF EXEMPTION OIL WELL ORDINANCE

In the unincorporated areas of Los Angeles County, there are nine sites on the Cortese List, a list compiled pursuant to Section 65962.5 of the Government Code. A list of sites is provided below:

List of Sites on the Cortese List in the unincorporated areas of Los Angeles County					
SITE_FACIL	ENVIROSTOR	ADDRESS_DE	CITY	ZIP	LATITUDE, LONGITUDE
CALTRANS I-105 FWY PROJECT 3, PARCEL 15	19990002	NE OF INTRSECTN OF WESTERN AVE & 120 ST	ATHENS	90047	33.92366078, -118.3086294
CALTRANS I-105 #16 & 17	19990003	I-5 FWY BTW NORMANDIE BLV & IMPERIAL HWY	LOS ANGELES	90047	33.92855586, -118.3017158
DAVIS CHEMICAL COMPANY	19281215	1550 NORTH BONNIE BEACH PLACE	LOS ANGELES	90063	34.0591752, -118.1826778
WHITTIER NARROWS (SAN GABRIEL VALLEY SUPERFUND SITE)	60001340	BETWEEN HIGHWAY 60 AND THE MONTEBELLO FOREBAY (NEAR WHITTIER NARROWS DAM)	SOUTH EL MONTE	91733	34.03045157, -118.0588031
PUENTE VALLEY (SAN GABRIEL VALLEY SUPERFUND SITE)	60001338	COVERS MOST OF CITY OF INDUSTRY, PORTIONS OF THE CITY OF LA PUENTE AND UNINCORPORATED LOS ANGELES COUNTY	CITY OF INDUSTRY	91744	34.02933124, -117.9674149
PALOS VERDES LANDFILL	19490181	25706 HAWTHORNE BLVD.	ROLLING HILLS ESTATES	90274	33.784775, -118.348361
WATTS/JORDAN DOWNS PROJECT	60002017	VARIOUS ADDRESSES NEAR ALAMEDA STREET AND EAST 97TH STREET	LOS ANGELES	90002	33.9487635, -118.2298932
SERVICE PLATING COMPANY INC	60002166	1855 EAST 62ND STREET	LOS ANGELES	90001	33.9842021, -118.23936
LUBRICATION COMPANY OF AMERICA	19290153	12500 LANG STATION ROAD	CANYON COUNTRY	91350	34.4323, -118.369951

The project does not propose or facilitate new development on any property designated as a hazardous waste site. Instead, the project prohibits the development of new oil wells and production facilities, thereby preventing development of such a use on any property, including properties designated as a site which is included on any list compiled pursuant to Section 65962.5 of the Government Code.

- CEQA Guidelines Section 15300.2 (f) - Historical Resources.  
The project will not cause a substantial adverse change in the significance of a historical resource. None of the properties with existing oil wells and production facilities are designated as a federal, state, or local historical resource. The project prohibits the development of new oil wells and production facilities, thereby



ATTACHMENT TO NOTICE OF EXEMPTION  
OIL WELL ORDINANCE

preventing development and any negative impacts associated with such a use on a property with a historical resource.



December 16, 2021

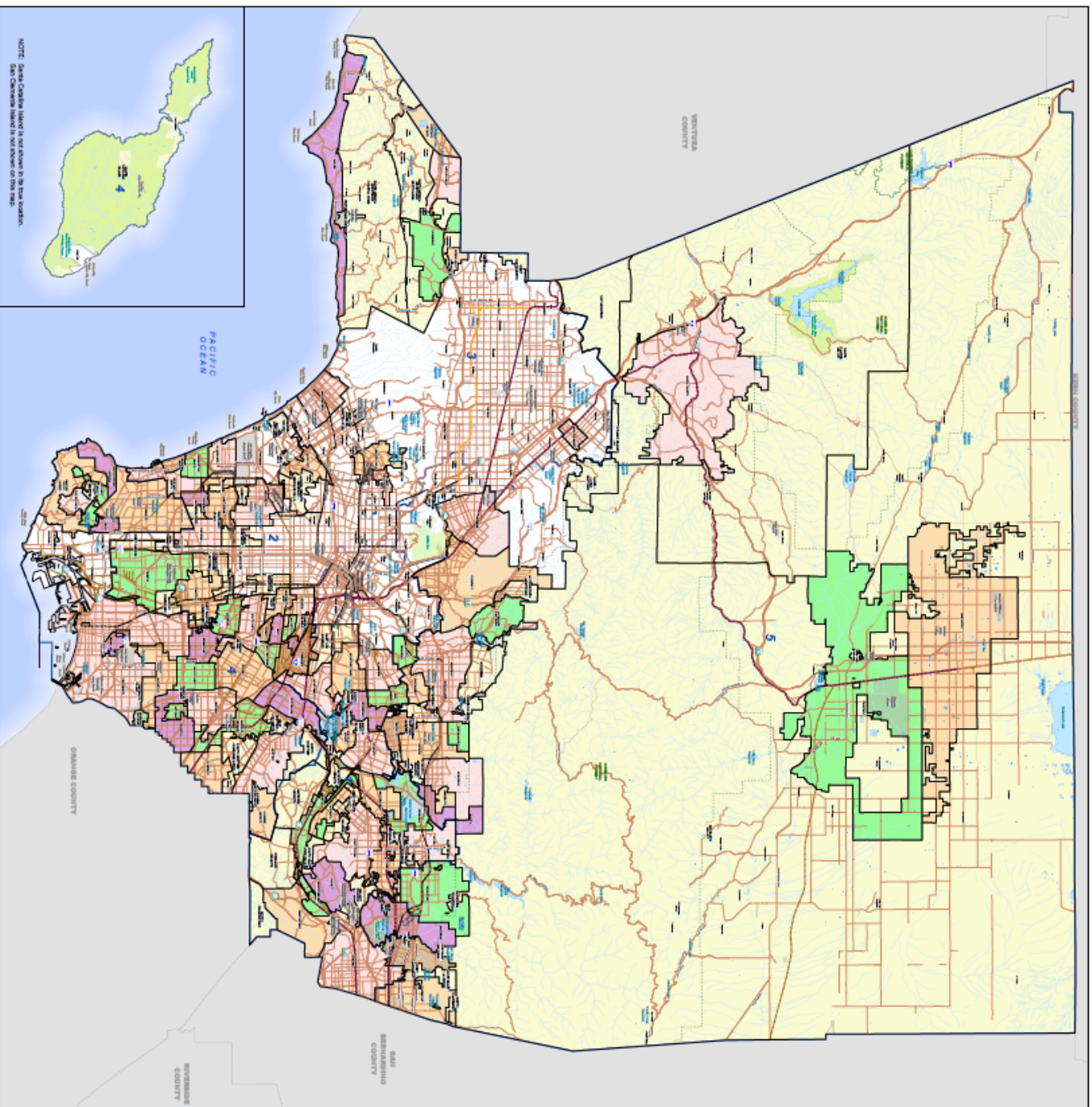
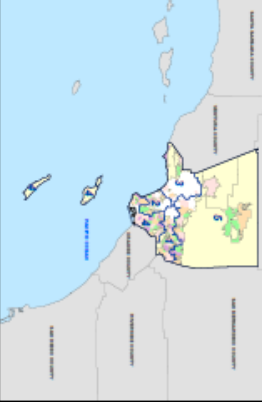
**Legend:**

- State Freeway  
— Freeway  
— Highway  
— Primary or Secondary Road  
— Roadway  
— River, Stream or Channel  
— Unincorporated District  
— Incorporated City  
— Unincorporated Community  
— Significant River Section  
— National Forest  
— Land Type - National Park or Garden  
— Land Type - Marsh or Wetlands  
— Land Type - Marsh or Wetlands  
— Land Type - Place of Interest  
— Transit Line  
— Air Route  
— Orange Line Transitway  
— Yellow Line Transitway  
— Metro Rail  
— Metro Bus

**NOTES:**

During the past year, the Agency has been actively in contact with the U.S. Coast Guard through a formal letter of understanding, which is scheduled for release in January 2002. The U.S. Coast Guard has been conducting operations on April 1, 2002, and provided a number of items relating to the search and rescue of the shipwrecked vessel.

## VICINITY MAP:



NOTE: Santa Catalina Island is not shown in its true location. San Clemente Island is not shown on this map.