



County of Los Angeles
Chief Executive Office

COMMUNITY SERVICES CLUSTER AGENDA REVIEW MEETING

FESIA A. DAVENPORT
Chief Executive Officer

DATE: Wednesday, October 12, 2022
TIME: 3:30 p.m.

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

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

[Click here to join the meeting](#)

AGENDA

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

1. CALL TO ORDER

2. INFORMATIONAL ITEM(S): [Any Information Item is subject to discussion and/or presentation at the request of two or more Board offices with advance notification]:

- A.** Board Letter (Agricultural Commissioner/Weights and Measures) for November 1, 2022 Board agenda:
APPROVAL OF COOPERATIVE AGREEMENT #21-0517-054-SF WITH CALIFORNIA DEPARTMENT OF FOOD AND AGRICULTURE TO PROVIDE FOR GLASSY-WINGED SHARPSHOOTER/ PIERCE'S DISEASE CONTROL PROGRAM
- B.** Board Letter (Agricultural Commissioner/Weights and Measures) for November 1, 2022 Board agenda:
APPROVAL OF AGREEMENT #22-0294-014-SF WITH THE CALIFORNIA DEPARTMENT OF FOOD AND AGRICULTURE FOR THE ASIAN CITRUS PSYLLID, CITRUS COMMODITY PROGRAM
- C.** Board Letter (Los Angeles County Development Authority) for November 1, 2022 Board agenda:
ADOPT RESOLUTIONS TO ISSUE MULTIFAMILY HOUSING REVENUE BONDS TO FINANCE THE DEVELOPMENT OF HOUSING FOR HOMELESS VETERANS ON THE WEST LOS ANGELES VETERANS AFFAIRS CAMPUS
- D.** Board Letter (Los Angeles County Development Authority) for November 1, 2022 Board agenda:
APPROVE CONTRACT FOR SB 721 BALCONY AND DECK INSPECTION SERVICES

- E.** Board Letter (LA County Library) for November 1, 2022 Board agenda:
DELEGATE AUTHORITY TO COUNTY LIBRARIAN TO EXECUTE
NO-COST PARTNERSHIP AGREEMENTS
- F.** Board Letter (LA County Library) for November 1, 2022 Board agenda:
ACCEPT A GRANT AWARD OF \$75,000 FROM THE CALIFORNIA STATE
LIBRARY FOR PROGRAMS AND SERVICES FOR TRANSITION AGE
YOUTH (TAY) AND NON-MINOR DEPENDENTS (NMD) AND DELEGATE
AUTHORITY TO THE COUNTY LIBRARIAN TO ACCEPT GRANTS IN
SUPPORT OF TAY AND NMD PROGRAMS AND SERVICES
- G.** Board Letter (LA County Library) for November 1, 2022 Board agenda:
AWARD CONTRACTS FOR AFTER-HOURS CUSTODIAL AND
DAYTIME DISINFECTING SERVICES FOR LA COUNTY LIBRARIES
- H.** Board Letter (Parks and Recreation) for November 1, 2022 Board agenda:
APPROVAL OF SECURITY SERVICES FOR
CENTRAL AND NORTH REGIONS CONTRACTS
- I.** Board Letter (Public Works) for November 1, 2022 Board agenda:
CONSTRUCTION-RELATED CONTRACT
AWARD CONSULTANT SERVICES AGREEMENTS
FOR OUTREACH AND NEGOTIATION SERVICES FOR
COMMUNITY WORKFORCE AGREEMENT ADMINISTRATION
AND RELATED SERVICES FOR VARIOUS CAPITAL PROJECTS
- J.** Board Letter (Public Works) for November 1, 2022 Board agenda:
SERVICES CONTRACTS
AWARD OF SERVICES CONTRACTS FOR DIAL-A-RIDE SERVICES IN
THE UNINCORPORATED COUNTY COMMUNITY OF EAST LOS
ANGELES AND ATHENS, FLORENCE-FIRESTONE-WALNUT PARK,
LENNOX, RANCHO DOMINGUEZ, AND ROSEWOOD WILLOWBROOK
- K.** Board Letter (Public Works) for November 1, 2022 Board agenda:
WHITTIER, ET AL., DIAL-A-RIDE SERVICES -
UNINCORPORATED COMMUNITIES OF AVOCADO HEIGHTS, BASSETT,
HACIENDA HEIGHTS, ROWLAND HEIGHTS, SOUTH SAN GABRIEL, AND
UNINCORPORATED AREAS SURROUNDING THE CITIES OF COVINA,
LA PUENTE, WEST COVINA, AND WHITTIER
- L.** Board Letter (Public Works) for November 1, 2022 Board agenda:
SERVICES CONTRACT
PUBLIC CONTRACTING AND ASSET MANAGEMENT
CORE SERVICE AREA
AWARD OF SERVICES CONTRACT
ON-CALL NONEMERGENCY REMOVAL OF HAZARDOUS MATERIAL

- M.** Board Letter (Public Works) for November 1, 2022 Board agenda:
SERVICES CONTRACT
TRANSPORTATION CORE SERVICE AREA
AWARD OF A SERVICES CONTRACT
STREET SWEEPING SERVICES FOR THE AREA OF
VALINDA/HACIENDA HEIGHTS
- N.** Board Letter (Public Works) for November 1, 2022 Board agenda:
SERVICES CONTRACT
TRANSPORTATION CORE SERVICE AREA
AWARD OF SERVICES CONTRACT FOR
STREET SWEEPING SERVICES FOR THE AREA OF WEST WHITTIER
- O.** Board Letter (Public Works) for November 1, 2022 Board agenda:
SERVICES CONTRACT
WATER RESOURCES CORE SERVICE AREA
AWARD OF SERVICES CONTRACT FOR
LANDSCAPE MAINTENANCE SERVICES FOR THE DOMINGUEZ GAP
SPREADING GROUNDS AND OXFORD RETENTION BASIN
- P.** Board Letter (Public Works) for November 1, 2022 Board agenda:
DEVELOPMENT SERVICES CORE SERVICE AREA
QUITCLAIM EASEMENT FROM LLA DISTRICT, DISTRICT NO. 4,
ZONE NO. 74, TESORO DEL VALLE TO BLC TO BLC TESORO LLC;
APPROVAL OF FINAL MAP FOR TRACT 51644-12

3. PRESENTATION/DISCUSSION ITEM(S):

- A.** Board Briefing (Beaches and Harbors):
HOUSING POLICY
Speaker: Gary Jones
- B.** Board Briefing (Public Works):
EQUITY IN INFRASTRUCTURE INTERIM REPORT UPDATE
Speaker: Mark Pestrella

4. PUBLIC COMMENTS (2 minutes each speaker)

5. ADJOURNMENT

BOARD LETTER/MEMO CLUSTER FACT SHEET

☒ Board Letter

☐ Board Memo

☐ Other

CLUSTER AGENDA REVIEW DATE	10/12/2022	
BOARD MEETING DATE	11/1/2022	
SUPERVISORIAL DISTRICT AFFECTED	<input checked="" type="checkbox"/> All <input type="checkbox"/> 1 st <input type="checkbox"/> 2 nd <input type="checkbox"/> 3 rd <input type="checkbox"/> 4 th <input type="checkbox"/> 5 th	
DEPARTMENT(S)	Agricultural Commissioner/Weights and Measures (ACWM)	
SUBJECT	Approval of an Agreement with the California Department of Food and Agriculture (CDFA) which reimburses the County for work conducted by the Department of Agricultural Commissioner/Weights and Measures for the Glassy-Winged Sharpshooter/ Pierce's Disease Control Program. This agreement is federally funded by the United States Department of Agriculture (USDA), Animal and Plant Health Inspection Services, Plant Protection and Quarantine, Catalog of Federal Domestic Assistance Number 10.025 for the Plant and Animal Disease, Pest Control and Animal Care.	
PROGRAM	Pest Exclusion/Produce Quality	
AUTHORIZES DELEGATED AUTHORITY TO DEPT	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
SOLE SOURCE CONTRACT	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain why:	
DEADLINES/ TIME CONSTRAINTS	Current contract with CDFA ends June 30, 2022	
COST & FUNDING	Total cost: \$2,137,516.44	Funding source: CDFA
	TERMS (if applicable):	
	Explanation: Under this Agreement, CDFA will provide reimbursement funding in the amount of \$2,137,516.44 for direct and indirect expenses to the County for two years of operations under GWSS/PD Program. The State's limitations on cost recovery for overhead expenses are covered using Net County Cost funding and Unclaimed Gas Tax. Sufficient funding from the work performed from July 1, 2022, through June 30, 2023, is included in the Department's 2022-23 Adopted Budget, and the work to be completed from July 1, 2023, through June 30, 2024, will be included in the Department's 2023-24 Budget.	

PURPOSE OF REQUEST	<p>We are requesting that the Board of Supervisors:</p> <ol style="list-style-type: none"> 1. Designate the Los Angeles County Department of Agricultural Commissioner/ Weights and Measures (ACWM) as the local public entity to conduct the Glassy-winged Sharpshooter/Pierce's Disease (GWSS/PD) Control Program within the County. 2. Approve and instruct the Agricultural Commissioner/Director of Weights and Measures (Commissioner/Director) to sign the attached Agreement in the amount of \$2,137,516.44 for a two-year term beginning July 1, 2022, through June 30, 2024, with the CDFA for the GWSS/PD Control Program. 3. Delegate authority to the Commissioner/Director, or his designee, to prepare, sign and execute future amendments to the Agreement, including amending the Agreement amount and Scope of Work, provided that: 1) approval of County Counsel as to form is obtained prior to any such amendments; and 2) the Commissioner/Director notifies your Board in writing within 30 days after execution of each amendment.
BACKGROUND (include internal/external issues that may exist including any related motions)	<p>The purpose of the above actions is to enable the ACWM to place traps at nurseries and vineyards, and to inspect nursery stock to prevent the artificial spread of Pierce's Disease through the movement of GWSS, the vector of the disease.</p> <p>The GWSS/PD Control Program provides inspection and certification services to plant growing nurseries, the County's number one agricultural industry. The program provides for inspection and certification of all nursery stock destined for regulating counties. Wine-grape growers in the County require inspection certification to move bulk grape shipments to counties not infested with GWSS.</p> <p>The critical importance of inspection services to commercial nurseries and vineyards necessitates that the Commissioner/Director sign and execute amendments to fund additional work that may be required for programs described in this Agreement. Therefore, ACWM requests that the Board delegate authority to the Commissioner/Director to sign amendments to the Agreement, subject to review and approval by County Counsel and the Chief Executive Office and notification of Board offices.</p>

EQUITY INDEX OR LENS WAS UTILIZED	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain how:
SUPPORTS ONE OF THE NINE BOARD PRIORITIES	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please state which one(s) and explain how:
DEPARTMENTAL CONTACTS	Name, Title, Phone # & Email: KURT E. FLOREN Agricultural Commissioner/ Director of Weights and Measures (626) 575-5451 KFloren@acwm.lacounty.gov

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 COOPERATIVE AGREEMENT #21-0517-054-SF WITH
CALIFORNIA DEPARTMENT OF FOOD AND AGRICULTURE
TO PROVIDE FOR GLASSY-WINGED SHARPSHOOTER/
PIERCE'S DISEASE CONTROL PROGRAM
(ALL DISTRICT) (3-VOTES)**

SUBJECT

Approval of an Agreement with the California Department of Food and Agriculture (CDFA) which reimburses the County for work conducted by the Department of Agricultural Commissioner/Weights and Measures for the Glassy-Winged Sharpshooter/Pierce's Disease Control Program. This agreement is federally funded by the United States Department of Agriculture (USDA), Animal and Plant Health Inspection Services, Plant Protection and Quarantine, Catalog of Federal Domestic Assistance Number 10.025 for the Plant and Animal Disease, Pest Control and Animal Care.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Designate the Los Angeles County Department of Agricultural Commissioner/Weights and Measures (ACWM) as the local public entity to conduct the Glassy-winged Sharpshooter/Pierce's Disease (GWSS/PD) Control Program within the County.
2. Approve and instruct the Agricultural Commissioner/Director of Weights and Measures (Commissioner/Director) to sign the attached Agreement in the amount of \$2,137,516.44 for a two-year term beginning July 1, 2022, through June 30, 2024, with the CDFA for the GWSS/PD Control Program.
3. Delegate authority to the Commissioner/Director, or his designee, to prepare, sign and execute future amendments to the Agreement, including amending the Agreement amount and Scope of Work, provided that: 1) approval of County Counsel as to form is obtained prior to any such amendments; and 2) the Commissioner/Director notifies your Board in writing within 30 days after execution of each amendment.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of the recommendations will designate the ACWM as the local public entity to conduct the GWSS/PD Control Program within the County, as required by the Agreement, and allow the Commissioner/Director to execute an Agreement and amendments to the scope of work with CDFA in order to continue the GWSS/PD Control Program in Los Angeles County and receive reimbursement from CDFA for an amount not to exceed amount of \$2,137,516.44.

The purpose of the above actions is to enable the ACWM to place traps at nurseries and vineyards, and to inspect nursery stock to prevent the artificial spread of Pierce's Disease through the movement of GWSS, the vector of the disease.

The GWSS/PD Control Program provides inspection and certification services to plant growing nurseries, the County's number one agricultural industry. The program provides for inspection and certification of all nursery stock destined for regulating counties. Wine-grape growers in the County require inspection certification to move bulk grape shipments to counties not infested with GWSS.

The critical importance of inspection services to commercial nurseries and vineyards necessitates that the Commissioner/Director sign and execute amendments to fund additional work that may be required for programs described in this Agreement. Therefore, ACWM requests that the Board delegate authority to the Commissioner/Director to sign amendments to the Agreement, subject to review and approval by County Counsel and the Chief Executive Office and notification of Board offices.

Implementation of Strategic Plan Goals:

This action supports the County Strategic Plan goals through the following strategies:

- Goal II - Foster Vibrant and Resilient Communities - Strategy II.2, Support the Wellness of Our Communities - Objective II.2.4, Promote Active and Healthy Lifestyles: This cooperative Agreement is designed to maintain a strong GWSS control program, which ultimately will lead to a pest-free environment and reduced pesticide use needs. This will promote the establishment and success of local community gardens and home-grown production of fruits and vegetables.
- Goal III - Realizing Tomorrow's Government Today - Strategy III.3: *Pursue Operational Effectiveness, Fiscal Responsibility, and Accountability* - By Maximizing Revenue and Leveraging Resources (III.3.1) to eliminate pest risks, thus minimizing negative impacts upon agricultural trade and preventing the need for costly pest management and emergency eradication response activities.

FISCAL IMPACT/FINANCING:

Under this Agreement, CDFA will provide reimbursement funding in the amount of \$2,137,516.44 for direct and indirect expenses to the County for two years of operations under GWSS/PD Program.

The State's limitations on cost recovery for overhead expenses are covered using Net County Cost funding and Unclaimed Gas Tax. Sufficient funding from the work performed from July 1, 2022, through June 30, 2023, is included in the Department's 2022-23 Adopted Budget, and the work to be completed from July 1, 2023, through June 30, 2024, will be included in the Department's 2023-24 Budget.

FACTS AND PROVISIONS/ LEGAL REQUIREMENTS:

This Agreement is for the period of two years from July 1, 2022, through June 30, 2024. The Agreement has been reviewed by County Counsel and is approved as to form.

IMPACT ON CURRENT SERVICES (OR PROJECTS):

The recommended Board action will support the program's services for the entirety of Fiscal Year 2022/2023 and Fiscal Year 2023/ 2024.

Respectfully submitted,

KURT E. FLOREN
Agricultural Commissioner
Director of Weights and Measures

KEF:MR:ar

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

**COOPERATIVE AGREEMENT
SIGNATURE PAGE**

AGREEMENT NUMBER

21-0517-054-SF

1. This Agreement is entered into between the State Agency and the Recipient named below:
STATE AGENCY'S NAME
CALIFORNIA DEPARTMENT OF FOOD AND AGRICULTURE (CDFA)
RECIPIENT'S NAME
COUNTY OF LOS ANGELES
2. The Agreement Term is: July 1, 2022 through June 30, 2024
3. The maximum amount of this Agreement is: \$2,137,516.44
4. The parties agree to comply with the terms and conditions of the following exhibits and attachments which are by this reference made a part of the Agreement:

Exhibit A: Prime Award Information	2 Page(s)
Recipient and Project Information	
Exhibit B: General Terms and Conditions	5 Page(s)
Exhibit C: Payment and Budget Provisions	2 Page(s)
Exhibit D: Federal Terms and Conditions	3 Page(s)

Attachments: Scope of Work and Budget

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

RECIPIENT

RECIPIENT'S NAME (*Organization's Name*)
COUNTY OF LOS ANGELES

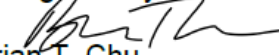
BY (*Authorized Signature*)



DATE SIGNED

APPROVED AS TO FORM

Dawyn R. Harrison
Acting County Counsel


Brian T. Chu
Principal Deputy Co.Co.

PRINTED NAME AND TITLE OF PERSON SIGNING

Kurt E. Floren, Agricultural Commissioner/Director of Weights and Measures

ADDRESS

12300 Lower Azusa Road, Arcadia, CA 91006

STATE OF CALIFORNIA

AGENCY NAME

CALIFORNIA DEPARTMENT OF FOOD AND AGRICULTURE (CDFA)

BY (*Authorized Signature*)



DATE SIGNED

PRINTED NAME AND TITLE OF PERSON SIGNING

CRYSTAL MYERS, BRANCH CHIEF, OFFICE OF GRANTS ADMINISTRATION

ADDRESS

1220 N STREET, ROOM 120
SACRAMENTO, CA 95814

LB

EXHIBIT A

PRIME AWARD INFORMATION

Federal Agency:	USDA-APHIS-PPQ
Federal Award Identification Number:	AP22PPQFO000C001
Federal Award Date:	June 21, 2022
Catalog of Federal Domestic Assistance Number (CFDA) and Name:	10.025 Plant and Animal Health, Pest Control, and Animal Care
Amount Awarded to CDFA:	\$15,574,754.00
Effective Dates for CDFA:	October 1, 2021 through September 30, 2022
Federal Award to State Agency is Research & Development (Yes/No)	No

RECIPIENT AND PROJECT INFORMATION

1. CDFA hereby awards an Agreement to the Recipient for the project described herein:
Grant recipient will establish workplans for survey, inspection, and control of the glassy-winged sharpshooter (GWSS).

Project Title: Glassy-Winged Sharpshooter (GWSS) Program

2. The Managers for this Agreement are:

FOR CDFA:		FOR RECIPIENT:	
Name:	Stacie Oswalt	Name:	Kurt Floren
Division/Branch:	Pierce's Disease Control Program	Organization:	County of Los Angeles
Address:	1220 N Street	Address:	12300 Lower Azusa Road
City/State/Zip:	Sacramento, CA 95814	City/State/Zip:	Arcadia, CA 91006
Phone:	916-530-0485	Phone:	626-575-5451
Email Address:	stacie.oswalt@cdfa.ca.gov	Email Address:	losangag@acwm.lacounty.gov

3. The Grant Administrative Contacts for this Agreement are:

FOR CDFA:		FOR RECIPIENT:	
Name:	Myrna Villegas	Name:	Max Regis
Division/Branch:	Pierce's Disease Control Program	Organization:	LA Co. Dept. of Agricultural Commissioner/Weights and Measures
Address:	1220 N Street	Address:	11012 Garfield Avenue
City/State/Zip:	Sacramento, CA 95814	City/State/Zip:	South Gate, CA 90280
Phone:	916-530-0461	Phone:	562-622-0421
Email Address:	myrna.villegas@cdfa.ca.gov	Email Address:	mregis@acwm.lacounty.gov

FISCAL CONTACT FOR RECIPIENT (if different from above):
Name:
Organization:
Address:
City/State/Zip:
Phone:
Email Address:

4. RECIPIENT: Please check appropriate box below:
Research and Development (R&D) means all research activities, both basic and applied, and all development activities that are performed by non-Federal entities. The term research also includes activities involving the training of individuals in research techniques where such activities utilize the same facilities as other R&D activities and where such activities are not included in the instruction function.

This award ☐ does ☒ does not support R&D.

5. For a detailed description of activities to be performed and duties, see Scope of Work and Budget.

EXHIBIT B

GENERAL TERMS AND CONDITIONS

1. Approval

This Agreement is of no force or effect until signed by both parties. The Recipient may not invoice for activities performed prior to the commencement date or completed after the termination date of this Agreement.

2. Agreement Execution

Unless otherwise prohibited by state law, regulation, or Department or Recipient policy, the parties agree that an electronic copy of a signed Agreement, or an electronically signed Agreement, has the same force and legal effect as an Agreement executed with an original ink signature. The term "electronic copy of a signed Agreement" refers to a transmission by facsimile, electronic mail, or other electronic means of a copy of an original signed Agreement in a portable document format. The term "electronically signed Agreement" means an Agreement that is executed by applying an electronic signature using technology approved by all parties.

3. Assignment

This Agreement is not assignable by the Recipient, either in whole or in part, without the prior consent of the CDFA Agreement Manager or designee in the form of a formal written amendment.

4. Governing Law

This Agreement is governed by and will be interpreted in accordance with all applicable State and Federal laws.

5. State and Federal Law

It is the responsibility of the Recipient to know and understand which State, Federal, and local laws, regulations, and ordinances are applicable to this Agreement and the Project, as described in Exhibit A. The Recipient shall be responsible for observing and complying with all applicable State and Federal laws and regulations. Failure to comply may constitute a material breach.

6. Recipient Commitments

The Recipient accepts and agrees to comply with all terms, provisions, conditions and commitments of the Agreement, including all incorporated documents, and to fulfill all assurances, declarations, representations, and statements made by the Recipient in the application, documents, amendments, and communications in support of its request for funding.

7. Performance and Assurances

The Recipient agrees to faithfully and expeditiously perform or cause to be performed all Project work as described in the Scope of Work, and to apply grant funds awarded in this Agreement only to allowable Project costs.

8. Mutual Liability

Parties shall, to the extent allowed by law, each be individually liable for any and all claims, losses, causes of action, judgments, damages, and expenses to the extent directly caused by their officers, agents, or employees.

9. Unenforceable Provision

In the event that any provision of this Agreement is unenforceable or held to be unenforceable, the parties agree that all other provisions of this Agreement shall remain operative and binding.

10. Contractors/Consultants

The Recipient assumes full responsibility for its obligation to pay its Contractors/Consultants. The Recipient is responsible to ensure that any/all contractors/consultants it engages to carry out activities under this Agreement shall have the proper licenses/certificates required in their respective disciplines. The Recipient's use of contractors/consultants shall not affect the Recipient's responsibilities under this Agreement.

11. Non-Discrimination Clause

The Recipient agrees that during the performance of this Agreement, it will not discriminate, harass, or allow harassment or discrimination against any employee or applicant for employment based on race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. The Recipient agrees to require the same of all contractors and consultants retained to carry out the activities under this Agreement.

The Recipient agrees that during the performance of this Agreement, the evaluation and treatment of its employees and applicants for employment are free from discrimination and harassment. The Recipient will comply with the provisions of the Fair Employment and Housing Act (Government Code section 12990 *et seq.*) and the applicable regulations promulgated there under (California Code of Regulations, Title 2, section 7285 *et seq.*). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. The Recipient will give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining unit or other Agreement. The Recipient must include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this Agreement.

The Recipient agrees to require the same of all contractors and consultants retained to carry out activities under this Agreement.

12. Excise Tax

The State of California is exempt from federal excise taxes and no payment will be made for any taxes levied on employees' wages. The CDFA will pay for any applicable State of California or local sales or use taxes on the services rendered or equipment or parts supplied pursuant to this Agreement. California may pay any applicable sales and use tax imposed by another State.

13. Disputes

The Recipient must continue with the responsibilities under this Agreement during any dispute. In the event of a dispute, the Recipient must file a "Notice of Dispute" with the CDFA Agreement Manager, identified in Exhibit A, or designee within ten (10) calendar days of discovery of the problem. The Notice of Dispute must contain the Agreement number. Within ten (10) calendar days of receipt of the Notice of Dispute, the CDFA Agreement Manager or designee must meet with the Recipient for the purpose of resolving the dispute. In the event of a dispute, the language contained within this Agreement prevails.

14. Termination for Convenience

This Agreement may be terminated by either party upon written notice. Notice of termination must be delivered to the other party at least thirty (30) calendar days prior to the intended date of termination. Notice of termination does not nullify obligations already incurred prior to the date of termination. In the event of Termination for Convenience of this Agreement by CDFA, CDFA must pay all responsible costs and non-cancellable obligations incurred by the Recipient as of the date of termination.

15. Termination for Cause

Either party may terminate this Agreement for cause in the event of a material breach of this Agreement, provided that the non-breaching party provides written notice of the material breach and ten (10) calendar days to cure the breach. If the breach is not cured to the satisfaction of the non-breaching party within ten (10) calendar days of receipt of notice, this Agreement shall automatically terminate and the CDFA shall reimburse the Recipient for all documented costs incurred up to the date of the notice of termination, including all non-cancellable obligations.

16. Acceptable Failure to Perform

The Recipient shall not be liable for any failure to perform as required by this Agreement, to the extent such failure to perform is caused by any of the following: labor disturbances or disputes of any kind, accidents, or the inability to obtain any required government approval to proceed, civil disorders, acts of aggression, acts of God, energy or other conservation measures, failure of utilities, mechanical breakdowns, materials shortages, disease, pandemics, or similar occurrences.

17. Breach

Reimbursement under this Agreement may be suspended, terminated, or both, and the Recipient may be subject to debarment if CDFA determines that the Recipient has breached the terms of this Agreement. A determination of breach may be appealed in writing to the CDFA. The appeal must be post marked within ten (10) calendar days of the date the Recipient received notification and addressed to the CDFA Legal Office of Hearing and Appeals or emailed to CDFA.LegalOffice@cdfa.ca.gov.

California Department of Food and Agriculture
Legal Office of Hearing and Appeals
1220 N Street
Sacramento, CA 95814

18. Non-Material Breach

The Recipient may be in material breach under this Agreement if it fails to comply with any term of this Agreement. In the event of a material breach, CDFA shall provide in writing a Notice of Breach to the Recipient within ten (10) calendar days upon discovery of breach. The Recipient shall have ten (10) calendar days from receipt of the notice to cure the breach. If the Recipient fails to cure the breach within the time prescribed by this Agreement, CDFA may do any of the following:

- A. Suspend payments;
- B. Demand repayment of all funding;
- C. Terminate the Agreement; or
- D. Take any other action deemed necessary to recover costs.

If CDFA determines that the Recipient is not in material breach but that the Project is not being implemented in accordance with the provisions of this Agreement, or that the Recipient has failed in any other respect to comply with the provisions of this Agreement, and the Recipient has failed to remedy any such failure in a reasonable and timely manner, CDFA may withhold all or any portion of the grant funding and take any other action that CDFA deems necessary to protect its interests.

Where a portion of the grant funding has been disbursed to the Recipient and CDFA notifies the Recipient of its decision not to release funds that have been withheld pursuant to paragraph 17, the portion that has been disbursed shall thereafter be repaid immediately. CDFA may consider the Recipient's refusal to repay the requested disbursed amount a material breach.

If CDFA notifies the Recipient of its decision to withhold the entire funding amount from the Recipient pursuant to this paragraph, this Agreement shall terminate upon receipt of such notice by the Recipient and CDFA shall no longer be required to provide funds under this Agreement and the Agreement shall no longer be binding on either party.

In the event CDFA finds it necessary to enforce this provision of this Agreement in the manner provided by law, the Recipient agrees to pay all enforcement costs incurred by CDFA including, if CDFA should prevail in a civil action, reasonable attorneys' fees, legal expenses, and costs related to the action.

19. Publicity and Acknowledgement

The Recipient agrees that it will acknowledge CDFA's support whenever projects funded, in whole or in part, by this Agreement are publicized in any news media, brochures, publications, audiovisuals, presentations or other types of promotional material and in accordance with the Grant Procedures Manual if incorporated by reference and attachment to the Agreement. The Recipients may not use the CDFA logo.

20. News Releases/Public Conferences

The Recipient agrees to notify the CDFA in writing at least two (2) business days before any news releases or public conferences are initiated by the Recipient or its Contractors/Consultants regarding the project described in the Attachments, Scope of Work and Budget and any project results.

21. Scope of Work and Budget Changes

Changes to the Scope of Work, Budget, or the Project term, must be requested in writing to CDFA Grant Administrative Contact no less than thirty (30) days prior to the requested implementation date. Any changes to the Scope of Work and Budget are subject to CDFA approval and, at its discretion, CDFA may choose to accept or deny any changes. If accepted and after negotiations are concluded, the agreed upon changes will be made and become part of this Agreement. CDFA will respond in writing within ten (10) business days as to whether the proposed changes are accepted.

22. Reporting Requirements

The Recipient agrees to comply with all reporting requirements specified in Scope of Work and/or Grant Procedures Manual if incorporated by reference to this Agreement as an attachment.

23. California State Auditor

This Agreement is subject to examination and audit by the California State Auditor for a period of three (3) years after final payment under the Agreement.

24. Equipment

Purchase of equipment not included in the approved Budget requires prior approval. The Recipient must comply with applicable state requirements regarding the use, maintenance, disposition, and reporting of equipment as contained in CCR, Title 3, Division 1, Chapter 5, sections 303, 311, 324.1 and 324.2.

25. Closeout

The Agreement will be closed out after the completion of the Project or project term, receipt and approval of the final invoice and final report, and resolution of any performance or compliance issues.

26. Confidential and Public Records

The Recipient and CDFA understand that each party may come into possession of information and/or data which may be deemed confidential or proprietary by the person or organization furnishing the information or data. Such information or data may be subject to disclosure under the California Public Records Act or the Public Contract Code. CDFA has the sole authority to determine whether the

information is releasable. Each party agrees to maintain such information as confidential and notify the other party of any requests for release of the information.

27. Amendments

Changes to funding amount or Agreement term require an amendment and must be requested in writing to the CDFA Agreement Manager or designee no later than sixty (60) calendar days prior to the requested implementation date. Amendments are subject to CDFA approval, and, at its discretion, may choose to accept or deny these changes. No amendments are possible if the Agreement is expired.

28. Plant Protection Act Memorandum of Understanding

The Recipient agrees to abide by Articles 3 through 13 of the Memorandum of Understanding (MOU) agreed to between the California Department of Food and Agriculture (CDFA) and the United States Department of Agriculture (USDA), Animal and Plant Health Inspections Services Plant Protection and Quarantine executed on May 6, 2019. The Articles in the MOU provide for cooperation, of the parties involved in plant protection and quarantine programs and activities directed at plant pests and noxious weeds of mutual concern to the USDA and California. The Articles outline authorities, codes and sections under which cooperation will be met, including data sharing responsibilities, limitations and confidentiality under Section 1619 of the Food, Conservation, and Energy Act of 2008 (Section 1619 was codified into law 7 USC §8791).

EXHIBIT C

PAYMENT AND BUDGET PROVISIONS

1. Invoicing and Payment

- A. For activities satisfactorily rendered and performed according to the attached Scope of Work and Budget, and upon receipt and approval of the invoices, CDFA agrees to reimburse the Recipient for actual allowable expenditures incurred in accordance with the rates specified herein, which is attached hereto and made a part of this Agreement.
- B. Invoices must include the Agreement Number, performance period, type of activities performed in accordance with this Agreement, and when applicable, a breakdown of the costs of parts and materials, labor charges, and any other relevant information required to ensure proper invoices are submitted for payment.
- C. Unless stated in the Scope of Work, quarterly invoices must be submitted to the CDFA Administrative Contact, within thirty (30) calendar days after the end of each quarter in which activities under this Agreement were performed.
- D. Unless stated in the Scope of Work, a final invoice will be submitted for payment no more than thirty (30) calendar days following the expiration date of this Agreement, or after project is complete, whichever comes first. The final invoice must be clearly marked "Final Invoice" thus indicating that all payment obligations of the CDFA under this Agreement have ceased and that no further payments are due or outstanding.

2. Allowable Expenses and Fiscal Documentation

- A. The Recipient must maintain adequate documentation for expenditures of this Agreement to permit the determination of the allowability of expenditures reimbursed by CDFA under this Agreement. If CDFA cannot determine if expenditures are allowable under the terms of this Agreement because records are nonexistent or inadequate according to Generally Accepted Accounting Principles, CDFA may disallow the expenditures.
- B. If mileage is a reimbursable expense, using a privately-owned vehicle will be at the standard mileage rate established by the United States (U.S.) Internal Revenue Service (IRS) and in effect at the time of travel. The standard mileage rate in effect at the time of travel can be found on [IRS's website](#) regardless of funding source/type.
- C. If domestic travel is a reimbursable expense, receipts must be maintained to support the claimed expenditures. The maximum rates allowable for travel within California are those established by the California Department of Human Resources ([CalHR](#)). The maximum rates allowable for domestic travel outside of California are those established by the United States General Services Administration ([GSA](#)).
- D. If foreign travel is a reimbursable expense, receipts must be maintained to support the claimed expenditures. The maximum rates allowable are those established in a per diem supplement to Section 925, Department of State Standardized Regulations.
- E. The Recipient will maintain and have available, upon request by CDFA, all financial records and documentation pertaining to this Agreement. These records and documentation will be kept for three (3) years after completion of the Agreement period or until final resolution of any performance/compliance review concerns or litigation claims.

3. Prompt Payment Clause

Payment will be made in accordance with, and within the time specified in, California Government Code Title 1, Division 3.6, Part 3, Chapter 4.5, commencing with Section 927 - The California Prompt Payment Act.

4. Budget Contingency Clause

If funding for any fiscal year is reduced or deleted for purposes of this program, the CDFA has the option to either cancel this Agreement with no liability occurring to the CDFA or offer to amend the Agreement to reflect the reduced amount.

EXHIBIT D

FEDERAL TERMS AND CONDITIONS

The Recipient and recipients of any subawards under this award, agree to comply with all applicable requirements of all Federal laws, executive orders, regulations, and policies governing this program, including but not limited to 2 CFR 200, Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards. For-profit organizations will be subject to 48 CFR Subpart 31. Recipients are responsible for identifying the federal regulations appropriate to their organization, consistently applying cost principles and ensuring contractors or consultants comply with applicable federal regulations.

1. Civil Rights

The Recipient must comply with civil rights and nondiscrimination standards pursuant to the following:

- A. Civil Rights Act, 42 USC 2000, as implemented at 28 CFR Part 42;
- B. Age Discrimination Act, 42 USC 6101, as implemented at 45 CFR Part 90;
- C. Age Discrimination in Employment Act, 29 USC 621, as implemented at 29 CFR Part 1625;
- D. Title IX of the Education Amendments of 1972, 20 USC 1681, as implemented at 45 CFR Part 86;
- E. Section 504 of the Rehabilitation Act, 29 USC 791, as implemented at 28 CFR Part 41;
- F. Executive Order (EO) 11246; and
- G. Americans with Disabilities Act, (PL 101-366).

2. Labor Standards

The Recipient must comply with labor standards pursuant to the following:

- A. Fair Labor Standards Act, 29 USC 207, as implemented at 29 CFR Part 500-899;
- B. Davis-Bacon Act, 40 USC 3141-3148, as implemented at 29 CFR Parts 1, 3, 5, and 7; and
- C. Contract Work Hours and Safety Standards Act, 40 USC 3701, as implemented at 29 CFR Part 5.

3. Environmental Standards

The Recipient must comply with environmental standards pursuant to the following:

- A. Institution of environmental quality control measures under the National Environmental Policy Act of 1969 (PL 91-190) and EO 11514 as implemented at 7 CFR Part 1b;
- B. Notification of violating facilities pursuant to EO 11738;
- C. Protection of wetlands pursuant to EO 11990;
- D. Evaluation of flood hazards in floodplains in accordance with EO 11988;
- E. Assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 USC §§1451 *et seq.*);
- F. Conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176 (c) of the Clean Air Act of 1955, as amended (42 USC §§7401 *et seq.*);
- G. Protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (PL 93-523); and,
- H. Protection of endangered species under the Endangered Species Act of 1973, as amended (PL 93-205).

4. Drug-Free Environment

The Recipient must comply with drug-free environment standards pursuant to §5151-5610 of the Drug-Free Workplace Act of 1988, as implemented by 2 CFR 421.

5. Restrictions on Lobbying and Political Activities

The Recipient must comply with lobbying restriction standards pursuant to the Limitations on Use of Appropriated Funds to Influence Certain Federal Contracting and Financial Transactions, 31 USC 1352, as implemented at 2 CFR 418.

6. Officials Not to Benefit

The Recipient must ensure that no member of Congress be admitted to any share or part of this Agreement or to any benefit arising from it, in accordance with 41 USC 22.

7. Trafficking in Persons

The Recipient must comply with the provisions in 2 CFR Part 175, prohibiting trafficking in persons.

8. Intergovernmental Review

The Recipient must comply with intergovernmental review standards pursuant to the following:

- A. Executive Order 12372, as implemented at 2 CFR 415; and
- B. The Intergovernmental Cooperation Act of 1968, 31 USC 6501.

9. Confidentiality

The Recipient must comply with confidentiality standards pursuant to the following:

- A. Freedom of Information Act, 5 USC 552, as implemented at 7 CFR Part 1; and
- B. Privacy Act, 5 USC 552 (a).

10. Conservation in Procurement

The Recipient must comply with procurement standards pursuant to the Resource Conservation and Recovery Act, 42 USC 6962 and EO 12873, as implemented at 40 CFR Part 247.

11. Debarment, Suspension, Criminal or Civil Convictions

The Recipient and its principals must comply with debarment and suspension standards pursuant to the EO 12549, as implemented at 2 CFR 180 and 2 CFR 417.

The Recipient must provide immediate written notice to CDFA if at any time it learns that this certification was erroneous when made or has become erroneous by reason of changed circumstances and must require recipients of lower-tier covered transactions under this Agreement to similarly certify pursuant to EO 12549, as implemented by 2 CFR 180 and 2 CFR 417.

See www.sam.gov to determine debarment and suspension status.

12. Crimes and Prohibited Activities

The Recipient must comply with crimes and prohibited activities standards pursuant to the following:

- A. Anti-Kickback (Copeland) Act, as implemented at 29 CFR Part 3.1;
- B. False Claims Act, 31 USC 3729; and
- C. Program Fraud Civil Remedies Act, 31 USC 3801-3812.

13. Biosafety in Laboratories

The Recipient must comply with laboratory biosafety standards pursuant to the following the *Biosafety in Microbiological and Biomedical Laboratories*, published jointly by the Centers for Disease Control and the National Institutes of Health.

14. Conflicts of Interest

The Recipient must comply with the conflict of interest standards pursuant to 2 CFR 400.2.

15. Inventions, Patents, Copyrights and Project Results

A. The Recipient must comply with invention and patent standards pursuant to the following:

- 1. Patent Rights in Inventions Made with Federal Assistance, 35 USC 202-204, as implemented at 37 CFR Part 401 (Bayh-Dole Act and the Technology Transfer Commercialization Act of 2000) to ensure that inventions made are used in a manner to promote free competition and enterprise without unduly encumbering future research and discovery.
- 2. The Plant Variety Protection Act, 7 USC 2321 *et seq.*

- B. The Recipient may retain title to any invention conceived of or first actually reduced to practice using Federal funds provided Recipient does the following:
1. Reports all subject inventions to CDFA;
 2. Makes efforts to commercialize the subject invention through patent or licensing;
 3. Formally acknowledges the Federal government's support in all patents that arise from the subject invention; and
 4. Formally grants the Federal government and CDFA a limited use license to the subject invention.
- C. The Recipient may copyright any publications, data, or other copyrightable works developed using Federal funds provided it provides the Federal government and CDFA a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use the material, and agrees that the Federal government and CDFA may do so in cooperation with other public agencies.
- D. The Recipient agrees that the results of this project may be published by the Federal government, CDFA or appropriate contractors or cooperators as mutually agreed.

16. Care and Use of Laboratory Animals

The Recipient must comply with the care and use of laboratory animal standards pursuant to the following:

- A. Animal Welfare Act, 7 USC 2131, as implemented at 9 CFR, Sub Chapter A, Parts 1-4; and
- B. Marine Mammal Protection Act, 16 USC 1361-1407.

17. Fly America Act

The Recipient must comply with the Fly America Act (49 USC 40118) as implemented at 41 CFR 301-10.131 to 301-10.143.

18. Motor Vehicle Safety

The Recipient must comply with seat belt use standards pursuant to the following:

- A. Highway Safety Act of 1966 as amended (23 USC 402-403);
- B. Occupational Safety and Health Act of 1970 as amended (29 USC 668);
- C. Federal Property and Administrative Services Act of 1949 as amended (40 USC §101 *et seq.*)
- D. Increasing Seat Belt Use in the United States (EO 13043).
- E. Federal Leadership on Reducing Text Messaging While Driving (EO 13513).

19. Records Retention and Accessibility

The Recipient and its contractors must comply with the procedures and requirements regarding record retention and accessibility as contained in 2 CFR 200.333 – 200.337.

20. All Other Federal Laws

The Recipient must comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

PIERCE'S DISEASE CONTROL PROGRAM

LOCAL PUBLIC ENTITY'S DESIGNATED PIERCE'S DISEASE CONTROL PROGRAM COORDINATOR AND CONTACT INFORMATION

PRIMARY CONTACT:

Name: Maximiliano Regis
Address: 11012 Garfield Ave., South Gate, CA 90280
Phone Number: (562) 622-0421
Fax Number: (562) 861-2828
E-Mail Address: MRegis@acwm.lacounty.gov

ALTERNATE CONTACT (IF APPLICABLE)

Name: Geoff Burch
Address: 11012 Garfield Ave., South Gate, CA 90280
Phone Number: (562) 622-0423
Fax Number: (562) 861-2828
E-Mail Address: GBurch@acwm.lacounty.gov

PIERCE'S DISEASE CONTROL PROGRAM
RESPONSE/CONTROL PROGRAM FOR PIERCE'S DISEASE AND ITS
VECTORS, AND OTHER DESIGNATED PESTS AND DISEASES

LOS ANGELES COUNTY

Objective

To know the extent of the infestation and to enforce regulations to prevent the artificial movement of GWSS and/or other designated pests.

RESPONSIBILITIES

CDFA Responsibilities

The California Department of Food and Agriculture (CDFA) shall provide training on management practices at least one week prior to any activity occurring.

Designated Agency

The Los Angeles County Department of Agriculture (County) is designated by the Los Angeles County Board of Supervisors as the local public entity to conduct the Pierce's Disease Control Program (PDCP) within the County. The California Department of Food and Agriculture (CDFA) will work in cooperation with the County, the State PDCP Science Advisory Panel, officials in affected counties, the Los Angeles County PDCP Task Force (if applicable), and other interested parties in implementing this plan. The CDFA will provide biological control program guidance and support to the County as favorable agents become available.

County Responsibilities

- Act as local public entity for the PDCP activities occurring within the jurisdiction of the county.
- Act as lead liaison to local City Councils, the County Board of Supervisors, county legal counsels, and other county agencies, regarding the PDCP activities.
- The work plan activities qualify for the exemption to CEQA under Public Resources Code Section 21080(b)(4). The County will complete a checklist and ensure all activities follow CDFA management practices and any necessary mitigation measures are implemented. The CDFA management practices and mitigation measures are attached.
- Copies of the completed checklists must be submitted along with the agreement. To complete the checklist, add in the Project Leader (normally the Commissioner) and County name in the introductory fields (those areas are designated with XXXXX). Also, in the document title (e.g., PDCP XX County Trapping 07 01

22), replace the XX with the county number and replace “County” with the county name. When the contract ends, the county dates and signs a copy of the checklist and sends that copy to PDCP to signify that the requirements were implemented.

- Certifying regulated commodities destined to noninfested areas of the state.

ELEMENTS

Public Outreach

The County will act as lead spokesperson for the PDCP activities. The County, in cooperation with the CDFA, will generate press releases and distribute information to all affected communities.

The CDFA will develop technical information and provide technical support and training, assist in the development and dissemination of literature, and act as a clearinghouse for information to the public and the press.

PIERCE'S DISEASE CONTROL PROGRAM
REGULATION OF COMMODITY MOVEMENT

The Los Angeles County Department of Agriculture will implement the CDFA GWSS Nursery Shipping Protocol, bulk citrus protocol, and all other commodity-movement protocols, including associated compliance agreements and exhibits, to ensure the movement of products and commodities does not present a risk of moving GWSS to uninfested areas. The County will submit a written request and justification to the Pierce's Disease Control Program if they wish to deviate from the protocols.

The list of approved products for bulk citrus and nursery treatment and/or certification is listed in CDFA's management practices and mitigation measures.

PIERCE'S DISEASE CONTROL PROGRAM

SURVEY PLAN

Due to Los Angeles County being generally infested; no general county survey plan will be conducted. Nurseries in the County that are under compliance agreement will be monitored for compliance.

For bulk citrus destined or transiting GWSS uninfested areas, or areas under active control, citrus orchards will be monitored and/or surveyed to comply with bulk citrus shipping regulations.

PIERCE'S DISEASE CONTROL PROGRAM

ENFORCEMENT OPTIONS AND AUTHORITIES

The Pierce's Disease Control Program (PDCP) regulations are contained in Sections 3650-3663.5, Title 3, California Code of Regulations (CCR). These regulations were established to prevent the artificial spread of glassy-winged sharpshooter (GWSS).

The statutory authority for these regulations is Sections 6045, 6046, and 6047, Food and Agricultural Code (FAC). To enforce these provisions, the Secretary or Agricultural Commissioner is empowered to conduct inspections and investigate any suspected violations; each Commissioner is an enforcing officer for all laws and regulations to prevent the spread of plant pests and to certify shipments of plant material as to its pest freedom.

The FAC provides several options for enforcement of the requirements of the PDCP regulations. This flexibility allows enforcement actions chosen as a result of a violation(s) to be proportionate to the nature/severity of the violation with progressive enforcement for repeat violators.

- Any violation of applicable provisions of FAC Division 4, Plant Quarantine and Pest Control, is an infraction punishable by a fine of not more than \$1,000 for the first offense and a misdemeanor for a second or subsequent offense within three years [Section 5309, FAC].
- Except where otherwise expressly provided, a violation of any provision of this division is a misdemeanor [Section 5027, FAC]. In addition to other remedies provided, any person violating the PDCP regulation requirements can be civilly liable up to \$10,000 for each violation; in lieu of any civil action, the Secretary or Commissioner may levy a civil penalty for up to \$2,500 for each violation [Sections 5310 and 5311, FAC].
- Anyone who negligently or intentionally violates a regulation and imports a GWSS-infested plant that results in an infestation, or the spread of an infestation may be civilly liable in an amount up to \$25,000 for each violation [Section 5028(c), FAC].
- It is unlawful to sell any nursery stock without a valid nursery license [Section 6721, FAC]. The Secretary can revoke or suspend a nursery license if a nursery has willfully refused to comply with all laws and regulations relative to any pest that might be carried by nursery stock [Section 6761, FAC].
- It is unlawful for anyone to ship, sell, deliver or transport nursery stock in California without either a Hold for Inspection ("blue tag") or a valid nursery stock certificate [Sections 6922 and 6923, FAC]. The Commissioner may revoke or suspend the right to use any nursery stock certificate or other shipping permit because of non-compliance [Section 6968, FAC]. It is unlawful to alter or otherwise misuse any shipping permit or nursery stock certificate [Section 6927, FAC].

- Any one receiving or moving any nursery stock must notify the Commissioner immediately upon arrival and hold the nursery stock for inspection unless it is accompanied by a valid nursery stock certificate. Some counties have elected to waive that exemption and require GWSS host plant material entering the county (or non-infested area of a county) to be accompanied by a Warning Hold For Inspection certificate [Section 6505, FAC]. In this case, it is unlawful even to move nursery stock within a county without forwarding a manifest specified by Section 6925 and 6926, FAC.
- To facilitate the investigation of violations, proof of ownership is required of any person buying, selling, or transporting a shipment of plant material intended for commercial sale and it is unlawful for any person to alter any proof of ownership document [Sections 5030 and 5031, FAC].
- Under the PDCP regulations, all host plants of GWSS moving from an infested area to a non-infested area must be certified free of GWSS [Section 5721, FAC; Sections 3060.2, 3060.4 and 3660, CCR]. Certification can be based on surveys confirming non-infested status, inspection, or by approved treatment. It is unlawful to alter or otherwise wrongfully use a certificate [Section 5208, FAC].
- The Secretary or Commissioner may enter into compliance agreements to facilitate the movement of host plant material. The compliance agreement provides the survey, treatment, and handling requirements necessary to assure freedom from GWSS. Violation of the provisions of a compliance agreement is unlawful and any person that violates the provisions of a compliance agreement can also be held liable civilly for up to \$10,000. Remedies provided here do not supersede or limit any and all other remedies available to the State [Section 5705, FAC].
- If any shipment of any nursery stock, plant, or container of any nursery stock or plant, or appliance, or any host or other carrier of any pest which is brought into any county or locality in the state from another county or locality within the state, is found to be infested with a pest (i.e., GWSS), or there is reasonable cause to believe that the shipment may be infested, the entire shipment shall be refused delivery and may be immediately destroyed by, or under the supervision of the Commissioner, unless the nature of the pest is such that no damage or detriment can be caused to agriculture by the return of the shipment to the point of shipment [Section 6521, FAC]. The officer who makes the inspection of such a shipment may affix a warning tag or notice to the shipment and shall notify in writing the owner or bailee of the shipment to return the shipment to the point of shipment within the time limit which the officer specifies [Section 6522, FAC]. Similarly, a warning hold may be placed on a shipment *entering* the state if it is found to be infested with GWSS, or there is reasonable cause to believe that the shipment may be infested, with GWSS. It is unlawful, except by written permission, to move or divert any plant shipment placed under a warning hold order without written permission. It is unlawful to remove, destroy, or otherwise alter any warning hold order [Section 6303, FAC].

- If or when GWSS is found infesting any location, the Secretary or Commissioner may require that any plant, or other GWSS host, be held at that location, and may require any host within five miles of that location be held as well [Section 5701, FAC]. It is unlawful to move any plant or host in violation of a hold order.
- Any location, plants, or other things found infested with GWSS can be considered a public nuisance and may be prosecuted as such and any remedies provided by law for the prevention and abatement of a public nuisance will apply. It is unlawful for any person to maintain a public nuisance. The remedies provided here are in addition to any other applicable remedies [Sections 5401 and 5402, FAC].

PIERCE'S DISEASE CONTROL PROGRAM

STANDARDS AND RESTRICTIONS

This workplan does not include any variations from the standards set by law. If the Los Angeles County Department of Agriculture (County) and the Los Angeles County PDCP Task Force (if applicable) find that there is clear and convincing evidence to support a more stringent standard than is set by regulation, then the County will notify the CDFA and provide detailed justification as to the need for the more stringent standard.

The County of Los Angeles is generally-infested and we do not anticipate conducting any rapid response activities.

PIERCE'S DISEASE CONTROL PROGRAM

WORKPLAN ASSURANCES

1. The Los Angeles County Department of Agriculture's planned producer outreach and training program in accordance with Food and Agricultural Code Section 6046(h)(1) will be coordinated with CDFA. The development and delivery of producer outreach information and training to local communities, groups, and individuals will be done through public meetings and the local PDCP task force. Efforts will be directed towards raising awareness regarding Pierce's disease and its vectors, and other designated pests and diseases, and workplan involvement through direct mailing, local media, and press releases.
2. The Los Angeles County Department of Agriculture's training plan for the Agency's employees in accordance with Food and Agricultural Code Section 6046(h)(2) will be coordinated with CDFA. The biology, survey, and treatment of Pierce's disease and its vectors and other designated pests and diseases will be the basic components of the training. Scientific Advisory Panel discussions on GWSS and Pierce's disease will be included in this training for key Agency employees. The University of California Cooperative Extension will be a local resource for training and information for this program.
3. The Los Angeles County Department of Agriculture plans to fully participate in the development and implementation of a data collection system in accordance with Food and Agricultural Code Section 6046(h)(5). These activities will be coordinated through CDFA. The data collection system will make it possible to track and report new infestations of Pierce's disease and its vectors, and other designated pests and diseases in a manner respectful of property and other rights of those affected.
4. The Los Angeles County Department of Agriculture will provide monthly program reports via the internet and financial progress reports as per CDFA guidelines.
5. The Los Angeles County Department of Agriculture should invoice the Pierce's Disease Control Program on a monthly basis but no later than 120 days after the end of the month. Invoices not received within this timeframe may be disallowed for reimbursement.

PIERCE'S DISEASE CONTROL PROGRAM

LOCAL APPEAL PROCESS

Pursuant to Section 3651 (c) (3) of the regulations, the Los Angeles County Department of Agriculture's Pierce's Disease Control Program Coordinator shall conduct a hearing if any application of the workplan is appealed in writing to him/her or his/her agency. Once the Coordinator receives an appeal, he/she or his/her agent will respond within 10 days to the appellant. The appellant will be given notice as to the date and time for the hearing. At the hearing, the appellant will be given the opportunity to be heard by the Coordinator and to present evidence on matters concerning the application of the workplan. The Coordinator will render a decision and respond to the appellant in writing within 30 days of the hearing. The results of said hearing will be transmitted to CDFA.

**LOS ANGELES COUNTY PIERCE'S DISEASE CONTROL CONTRACT
COST ANALYSIS FISCAL YEAR 2022/2023**

*POSITIONS	# POSITIONS	FTE POSITIONS	EST HOURS	HOURLY RATE	SALARY	BENEFITS %	EMPLOYEE BENEFITS	O/H %	OVERHEAD	TOTALS
INSPECTOR AIDS	10	3.0	5,226.0	\$24.22	\$126,573.72	73.63%	\$93,196.23	25.00%	\$31,643.43	\$251,413.38
ACWM INSP II	4	3.0	5,226.0	\$42.35	\$221,321.10	73.63%	\$162,958.73	25.00%	\$55,330.28	\$439,610.11
ACWM DEPUTY/SEALER	0.5	0.5	871.0	\$53.97	\$47,007.87	73.63%	\$34,611.89	25.00%	\$11,751.97	\$93,371.73
ACWM INSP III	1	1.0	1,742.0	\$47.21	\$82,239.82	73.63%	\$60,553.18	25.00%	\$20,559.96	\$163,352.96
SENIOR TYPIST CLERK	1	0.6	1,000.0	\$29.62	\$29,620.00	73.63%	\$21,809.21	25.00%	\$7,405.00	\$58,834.21
ASSO AGRIC / WTS & MEAS INSP	0	0.0	0.0	\$27.88	\$0.00	73.63%	\$0.00	25.00%	\$0.00	\$0.00
ACWM INSP I	0	0.0	0.0	\$38.00	\$0.00	73.63%	\$0.00	25.00%	\$0.00	\$0.00
SENIOR BIOLOGIST	0	0.0	0.0	\$55.96	\$0.00	73.63%	\$0.00	25.00%	\$0.00	\$0.00
TOTALS SAL AND E.B.	16.5	8.1	14,065.00							\$1,006,582.39
SERVS AND SUPPLIES (gloves, cell phones)										\$3,664.30
**MILEAGE - COUNTY			99,130.0	0.585						\$57,991.05
**MILEAGE - PERMITTEE			955.0	0.545						\$520.48
										\$0.00
GRAND TOTALS							TOTAL EXPENSES			\$1,068,758.22
							AMT OF CONTRACT			\$1,068,758.22

NOTE: PERMANENT PRODUCTIVE WORK HOURS @ 1742

NOTE: TOTALS DO NOT REFLECT TRUE COSTS INCLUDING ACTUAL OH AND S & S

NOTE: L.A. COUNTY ACWM AGREES TO FULLY PERFORM THE TERMS OF
THE AGREEMENT FOR THE CONTRACT AMOUNT

*Subject to change due to salary increases, available work force, labor contract changes, program modifications, etc.

**Subject to change due to federal mileage rate changes.

**LOS ANGELES COUNTY PIERCE'S DISEASE CONTROL CONTRACT
COST ANALYSIS FISCAL YEAR 2023/2024**

*POSITIONS	# POSITIONS	FTE POSITIONS	EST HOURS	HOURLY RATE	SALARY	BENEFITS %	EMPLOYEE BENEFITS	O/H %	OVERHEAD	TOTALS
INSPECTOR AIDS	10	3.0	5,226.0	\$25.43	\$132,897.18	73.63%	\$97,852.19	25.00%	\$33,224.30	\$263,973.67
ACWM INSP II	4	2.5	4,355.0	\$44.47	\$193,666.85	73.63%	\$142,596.90	25.00%	\$48,416.71	\$384,680.46
ACWM DEPUTY/SEALER	0.5	0.5	871.0	\$56.66	\$49,350.86	73.63%	\$36,337.04	25.00%	\$12,337.72	\$98,025.62
ACWM INSP III	1	1.0	1,742.0	\$49.57	\$86,350.94	73.63%	\$63,580.20	25.00%	\$21,587.74	\$171,518.88
SENIOR TYPIST CLERK	1	0.8	1,430.0	\$31.11	\$44,487.30	73.63%	\$32,756.00	25.00%	\$11,121.83	\$88,365.13
ASSO AGRIC / WTS & MEAS INSP	0	0.0	0.0	\$29.27	\$0.00	73.63%	\$0.00	25.00%	\$0.00	\$0.00
ACWM INSP I	0	0.0	0.0	\$39.90	\$0.00	73.63%	\$0.00	25.00%	\$0.00	\$0.00
SENIOR BIOLOGIST	0	0.0	0.0	\$58.76	\$0.00	73.63%	\$0.00	25.00%	\$0.00	\$0.00
TOTALS SAL AND E.B.	16.5	7.8	13,624.00							\$1,006,563.76
SERVS AND SUPPLIES (gloves, cell phones)										\$3,665.38
**MILEAGE - COUNTY			99,160.0	0.585						\$58,008.60
**MILEAGE - PERMITTEE			955.0	0.545						\$520.48
										\$0.00
GRAND TOTALS							TOTAL EXPENSES			\$1,068,758.22
							AMT OF CONTRACT			\$1,068,758.22

NOTE: PERMANENT PRODUCTIVE WORK HOURS @ 1742

NOTE: TOTALS DO NOT REFLECT TRUE COSTS INCLUDING ACTUAL OH AND S & S

NOTE: L.A. COUNTY ACWM AGREES TO FULLY PERFORM THE TERMS OF
THE AGREEMENT FOR THE CONTRACT AMOUNT

*Subject to change due to salary increases, available work force, labor contract changes, program modifications, etc.

**Subject to change due to federal mileage rate changes.

BOARD LETTER/MEMO CLUSTER FACT SHEET

☒ Board Letter

☐ Board Memo

☐ Other

CLUSTER AGENDA REVIEW DATE	10/12/2022		
BOARD MEETING DATE	11/1/2022		
SUPERVISORIAL DISTRICT AFFECTED	<input checked="" type="checkbox"/> All <input type="checkbox"/> 1 st <input type="checkbox"/> 2 nd <input type="checkbox"/> 3 rd <input type="checkbox"/> 4 th <input type="checkbox"/> 5 th		
DEPARTMENT(S)	Agricultural Commissioner/Weights and Measures (ACWM)		
SUBJECT	Requesting approval of an agreement with the California Department of Food and Agriculture (CDFA) for reimbursement of work conducted under the Asian Citrus Psyllid, Citrus Commodity Program.		
PROGRAM	Pest Exclusion/Produce Quality		
AUTHORIZES DELEGATED AUTHORITY TO DEPT	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
SOLE SOURCE CONTRACT	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain why:		
DEADLINES/ TIME CONSTRAINTS	Current contract with CDFA ends September 30, 2022		
COST & FUNDING	Total cost: \$263,358.11	Funding source: CDFA	
	TERMS (if applicable):		
	Explanation: Under this Agreement, CDFA will provide funding of up to \$263,358.11 for work performed by ACWM for the period of October 1, 2022, through September 30, 2023. There is no net County cost associated with this program. The revenue was included in the Department's Fiscal Year 2022/2023 Adopted Budget, and the work to be completed from July 1, 2023, through September 30, 2023, will be included in the Department's Fiscal Year 2023/2024 Budget.		
PURPOSE OF REQUEST	We are requesting that the Board of Supervisors: 1. Approve and instruct the Agricultural Commissioner/Director of Weights and Measures (Commissioner/Director) to sign the accompanying Agreement (#22-0294-014-SF) with the California Department of Food and Agriculture, which reimburses the County up to \$263,358.11 for the work conducted by the		

	<p>Department of Agricultural Commissioner/Weights and Measures (ACWM) for the Program for 12 months, from October 1, 2022, through September 30, 2023.</p> <p>2. Delegate authority to the Commissioner/Director, or his designee, to prepare, sign and execute future amendments to the Agreement, including amending the Agreement amount and Scope of Work, provided that: 1) Approval as to form of County Counsel is obtained prior to any such amendments; and 2) the Commissioner/Director notifies your Board in writing within 30 days after execution of each amendment.</p>
BACKGROUND (include internal/external issues that may exist including any related motions)	<p>The Asian Citrus Psyllid, Citrus Commodity Program (Program) provides for the inspection of shipments of bulk citrus in produce distribution businesses to prevent the introduction of Asian Citrus Psyllid (ACP) insects and the vectored disease Huanglongbing (HLB). Interception at these locations is the primary defense against the introduction and spread of the devastating HLB disease carried by ACP. The disease would cause irreparable damage to agriculture in Los Angeles County and throughout the State, and to residents' citrus trees. ACWM has consulted and worked collaboratively with shippers and receivers to assist in preventing the entry of these plant pests and diseases.</p> <p>The CFDA and the California Citrus Pest and Disease Prevention Advisory Committee have requested county agricultural commissioners throughout California to carry out the Program because the County Agricultural Commissioner (Commissioner) is responsible for the administration of local pest exclusion programs specified by the California Food and Agricultural Code (F&A Code) Sections 2282 and 5915, subdivision (d).</p>
EQUITY INDEX OR LENS WAS UTILIZED	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain how:
SUPPORTS ONE OF THE NINE BOARD PRIORITIES	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please state which one(s) and explain how:
DEPARTMENTAL CONTACTS	<p>Name, Title, Phone # & Email:</p> <p>KURT E. FLOREN Agricultural Commissioner/ Director of Weights and Measures (626) 575-5451 KFloren@acwm.lacounty.gov</p>

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

Dear Supervisors:

**APPROVAL OF AGREEMENT #22-0294-014-SF WITH
THE CALIFORNIA DEPARTMENT OF FOOD AND AGRICULTURE
FOR THE ASIAN CITRUS PSYLLID, CITRUS COMMODITY PROGRAM
(ALL DISTRICTS) (3-VOTES)**

SUBJECT

The Department of Agricultural Commissioner/Weights and Measures (ACWM) is requesting approval of an agreement with the California Department of Food and Agriculture for reimbursement of work conducted under the Asian Citrus Psyllid, Citrus Commodity Program. This agreement is federally funded by the United States Department of Agriculture, Animal and Plant Health Inspection Services, Plant Protection and Quarantine, Catalog of Federal Domestic Assistance (CFDA) Number 10.025 for the Plant and Animal Disease, Pest Control and Animal Care.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve and instruct the Agricultural Commissioner/Director of Weights and Measures (Commissioner/Director) to sign the accompanying Agreement (#22-0294-014-SF) with the California Department of Food and Agriculture (CDFA), which reimburses the County up to \$263,358.11 for the work conducted by the Department of Agricultural Commissioner/Weights and Measures (ACWM) for the Program for 12 months, from October 1, 2022, through September 30, 2023.
2. Delegate authority to the Commissioner/Director, or his designee, to prepare, sign and execute future amendments to the Agreement, including amending the Agreement amount and Scope of Work, provided that: 1) Approval as to form of County Counsel is obtained prior to any such amendments; and 2) the Commissioner/Director notifies your Board in writing within 30 days after execution of each amendment.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The Asian Citrus Psyllid, Citrus Commodity Program (Program) provides for the inspection of shipments of bulk citrus in produce distribution businesses to prevent the introduction of Asian Citrus Psyllid (ACP) insects and the vectored disease Huanglongbing (HLB). Interception at these locations is the primary defense against the introduction and spread of the devastating HLB disease carried by ACP. The disease would cause irreparable damage to agriculture in Los Angeles County and throughout the State, and to residents' citrus trees. ACWM has consulted and worked

collaboratively with shippers and receivers to assist in preventing the entry of these plant pests and diseases.

The CFDA and the California Citrus Pest and Disease Prevention Advisory Committee have requested county agricultural commissioners throughout California to carry out the Program because the County Agricultural Commissioner (Commissioner) is responsible for the administration of local pest exclusion programs specified by the California Food and Agricultural Code (F&A Code) Sections 2282 and 5915, subdivision (d).

Approval of Recommendation #1 will allow for continuation of this program.

Approval of Recommendation #2 will allow for any needed amendments to the Agreement, including those affecting the maximum Agreement amount and the scope of work.

IMPLEMENTATION OF STRATEGIC PLAN GOALS

This action supports the County Strategic Plan goals through the following strategies:

- Goal II - Foster Vibrant and Resilient Communities - Strategy II.2: *Support the Wellness of Our Communities* – By Promoting Active and Healthy Lifestyles (11.2.4) through protecting against invasive pests which threaten the availability of fresh, healthful, locally-grown foods.
Strategy II.3: *Make Environmental Sustainability Our Daily Reality* – By reducing the need for widespread pesticide applications through preventing new introductions of invasive pests before they spread in our environment.
- Goal III - Realizing Tomorrow's Government Today - Strategy III.3: *Pursue Operational Effectiveness, Fiscal Responsibility, and Accountability* - By Maximizing Revenue and Leveraging Resources (III.3.1) to eliminate pest risks before introduction, thus minimizing negative impacts upon agricultural trade and preventing the need for costly pest management and emergency eradication response activities.

FISCAL IMPACT/FINANCING

Under this Agreement, CDFA will provide funding of up to \$263,358.11 for work performed by ACWM for the period of October 1, 2022, through September 30, 2023. There is no net County cost associated with this program. The revenue was included in the Department's Fiscal Year 2022/2023 Adopted Budget, and the work to be completed from July 1, 2023, through September 30, 2023, will be included in the Department's Fiscal Year 2023/2024 Budget.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The Agreement is for the period of October 1, 2022, through September 30, 2023.

The F&A Code Section 5915, subdivision (d) authorizes the Secretary of Food and Agriculture (Secretary) in cooperation with the California Citrus Pest and Disease Prevention Committee to designate the Commissioner to administer this local enforcement program. F&A Code Section 5918 requires the Secretary be reimbursed from funds collected from the citrus industry for all expenditures incurred in carrying out the duties and responsibilities of this Chapter. F&A Code Section 482 also authorizes the Secretary to enter into cooperative agreements with boards of supervisors and county agricultural commissioners for the purpose of administering and enforcing this program.

Agreement #22-0294-014-SF has been reviewed by County Counsel and is approved as to form.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The recommended Board action will support the Program services for the period of October 1, 2022, through September 30, 2023, and presents no impact upon other services or programs.

Respectfully submitted,

KURT E. FLOREN
Agricultural Commissioner
Director of Weights and Measures

KEF:MER:ar

Attachment

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

**COOPERATIVE AGREEMENT
SIGNATURE PAGE**

AGREEMENT NUMBER

22-0294-014-SF

1. This Agreement is entered into between the State Agency and the Recipient named below:

STATE AGENCY'S NAME

CALIFORNIA DEPARTMENT OF FOOD AND AGRICULTURE (CDFA)

RECIPIENT'S NAME

COUNTY OF LOS ANGELES

2. The Agreement Term is: October 1, 2022 through September 30, 2023

3. The maximum amount of this Agreement is: \$263,358.11

4. The parties agree to comply with the terms and conditions of the following exhibits and attachments which are by this reference made a part of the Agreement:

Exhibit A: Prime Award Information 3 Page(s)

Recipient and Project Information

Exhibit B: General Terms and Conditions 5 Page(s)

Exhibit C: Payment and Budget Provisions 2 Page(s)

Exhibit D: Federal Terms and Conditions 3 Page(s)

Attachments: Scope of Work and Budget

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

RECIPIENT

RECIPIENT'S NAME (*Organization's Name*)

COUNTY OF LOS ANGELES

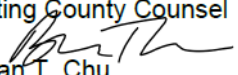
BY (*Authorized Signature*)



DATE SIGNED

APPROVED AS TO FORM

Dawyn R. Harrison
Acting County Counsel


Brian T. Chu
Principal Deputy Co.Co.

PRINTED NAME AND TITLE OF PERSON SIGNING

Kurt E. Floren, Agricultural Commissioner/Director of Weights and Measures

ADDRESS

12300 Lower Azusa Road, Arcadia, CA 91006

STATE OF CALIFORNIA

AGENCY NAME

CALIFORNIA DEPARTMENT OF FOOD AND AGRICULTURE (CDFA)

BY (*Authorized Signature*)



DATE SIGNED

PRINTED NAME AND TITLE OF PERSON SIGNING

LAURA RODRIGUEZ, STAFF SERVICES MANAGER I, OFFICE OF GRANTS ADMINISTRATION

ADDRESS

1220 N STREET, ROOM 120

SACRAMENTO, CA 95814

CJ

EXHIBIT A

PRIME AWARD INFORMATION

Federal Agency:	United States Department of Agriculture, Animal and Plant Health Inspection Service, Plant Protection and Quarantine
Federal Award Identification Number:	Pending
Federal Award Date:	Pending
Catalog of Federal Domestic Assistance Number (CFDA) and Name:	10.025 Plant and Animal Disease, Pest Control and Animal Care
Amount Awarded to CDFA:	\$Pending
Effective Dates for CDFA:	October 1, 2022 through September 30, 2023
Federal Award to State Agency is Research & Development (Yes/No)	Yes

RECIPIENT AND PROJECT INFORMATION

1. CDFA hereby awards an Agreement to the Recipient for the project described herein:
The Asian Citrus Psyllid (ACP) Bulk Citrus Regulatory activities covered by the counties ensure that requirements of the United States Department of Agriculture's Federal Order and the California state interior quarantine CCR 3435 for ACP are met.

Project Title: Asian Citrus Psyllid Bulk Citrus Regulatory

2. The Managers for this Agreement are:

FOR CDFA:		FOR RECIPIENT:	
Name:	Keith Okasaki	Name:	Kurt Floren
Division/Branch:	Citrus Division / Citrus Administration	Organization:	County of Los Angeles
Address:	1220 N Street	Address:	12300 Lower Azusa Road
City/State/Zip:	Sacramento, CA 95814	City/State/Zip:	Arcadia, CA 91006
Phone:	916-704-5464	Phone:	626-575-5451
Email Address:	keith.okasaki@cdfa.ca.gov	Email Address:	kfloren@acwm.lacounty.gov

3. The Grant Administrative Contacts for this Agreement are:

FOR CDFA:		FOR RECIPIENT:	
Name:	Stephanie Jacobs	Name:	Max Regis
Division/Branch:	Citrus Division / Citrus Administration	Organization:	LA Co. Dept. of Agricultural Commissioner/ Weights and Measures
Address:	1220 N Street	Address:	1102 Garfield Avenue
City/State/Zip:	Sacramento, CA 95814	City/State/Zip:	South Gate, CA 90280
Phone:	916-699-0116	Phone:	562-622-0421
Email Address:	stephanie.jacobs@cdfa.ca.gov	Email Address:	mregis@acwm.lacounty.gov

FISCAL CONTACT FOR RECIPIENT (if different from above):
Name:
Organization:
Address:
City/State/Zip:
Phone:
Email Address:

4. RECIPIENT: Please check appropriate box below:

Research and Development (R&D) means all research activities, both basic and applied, and all development activities that are performed by non-Federal entities. The term research also includes activities involving the training of individuals in research techniques where such activities utilize the same facilities as other R&D activities and where such activities are not included in the instruction function.

This award ☐ does ☒ does not support R&D.

5. For a detailed description of activities to be performed and duties, see Scope of Work and Budget.

EXHIBIT B

GENERAL TERMS AND CONDITIONS

1. Approval

This Agreement is of no force or effect until signed by both parties. The Recipient may not invoice for activities performed prior to the commencement date or completed after the termination date of this Agreement.

2. Agreement Execution

Unless otherwise prohibited by state law, regulation, or Department or Recipient policy, the parties agree that an electronic copy of a signed Agreement, or an electronically signed Agreement, has the same force and legal effect as an Agreement executed with an original ink signature. The term "electronic copy of a signed Agreement" refers to a transmission by facsimile, electronic mail, or other electronic means of a copy of an original signed Agreement in a portable document format. The term "electronically signed Agreement" means an Agreement that is executed by applying an electronic signature using technology approved by all parties.

3. Assignment

This Agreement is not assignable by the Recipient, either in whole or in part, without the prior consent of the CDFA Agreement Manager or designee in the form of a formal written amendment.

4. Governing Law

This Agreement is governed by and will be interpreted in accordance with all applicable State and Federal laws.

5. State and Federal Law

It is the responsibility of the Recipient to know and understand which State, Federal, and local laws, regulations, and ordinances are applicable to this Agreement and the Project, as described in Exhibit A. The Recipient shall be responsible for observing and complying with all applicable State and Federal laws and regulations. Failure to comply may constitute a material breach.

6. Recipient Commitments

The Recipient accepts and agrees to comply with all terms, provisions, conditions and commitments of the Agreement, including all incorporated documents, and to fulfill all assurances, declarations, representations, and statements made by the Recipient in the application, documents, amendments, and communications in support of its request for funding.

7. Performance and Assurances

The Recipient agrees to faithfully and expeditiously perform or cause to be performed all Project work as described in the Scope of Work, and to apply grant funds awarded in this Agreement only to allowable Project costs.

8. Mutual Liability

Parties shall, to the extent allowed by law, each be individually liable for any and all claims, losses, causes of action, judgments, damages, and expenses to the extent directly caused by their officers, agents, or employees.

9. Unenforceable Provision

In the event that any provision of this Agreement is unenforceable or held to be unenforceable, the parties agree that all other provisions of this Agreement shall remain operative and binding.

10. Contractors/Consultants

The Recipient assumes full responsibility for its obligation to pay its Contractors/Consultants. The Recipient is responsible to ensure that any/all contractors/consultants it engages to carry out activities under this Agreement shall have the proper licenses/certificates required in their respective disciplines. The Recipient's use of contractors/consultants shall not affect the Recipient's responsibilities under this Agreement.

11. Non-Discrimination Clause

The Recipient agrees that during the performance of this Agreement, it will not discriminate, harass, or allow harassment or discrimination against any employee or applicant for employment based on race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. The Recipient agrees to require the same of all contractors and consultants retained to carry out the activities under this Agreement.

The Recipient agrees that during the performance of this Agreement, the evaluation and treatment of its employees and applicants for employment are free from discrimination and harassment. The Recipient will comply with the provisions of the Fair Employment and Housing Act (Government Code section 12990 *et seq.*) and the applicable regulations promulgated there under (California Code of Regulations, Title 2, section 10000 *et seq.*). The applicable regulations of the Fair Employment and Housing Council implementing Government Code section 12990 (a-f), set forth in Division 4.1 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. The Recipient will give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining unit or other Agreement. The Recipient must include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this Agreement.

The Recipient agrees to require the same of all contractors and consultants retained to carry out activities under this Agreement.

12. Excise Tax

The State of California is exempt from federal excise taxes and no payment will be made for any taxes levied on employees' wages. The CDFA will pay for any applicable State of California or local sales or use taxes on the services rendered or equipment or parts supplied pursuant to this Agreement. California may pay any applicable sales and use tax imposed by another State.

13. Disputes

The Recipient must continue with the responsibilities under this Agreement during any dispute. In the event of a dispute, the Recipient must file a "Notice of Dispute" with the CDFA Agreement Manager, identified in Exhibit A, or designee within ten (10) calendar days of discovery of the problem. The Notice of Dispute must contain the Agreement number. Within ten (10) calendar days of receipt of the Notice of Dispute, the CDFA Agreement Manager or designee must meet with the Recipient for the purpose of resolving the dispute. In the event of a dispute, the language contained within this Agreement prevails.

14. Termination for Convenience

This Agreement may be terminated by either party upon written notice. Notice of termination must be delivered to the other party at least thirty (30) calendar days prior to the intended date of termination. Notice of termination does not nullify obligations already incurred prior to the date of termination. In the event of Termination for Convenience of this Agreement by CDFA, CDFA must pay all responsible costs and non-cancellable obligations incurred by the Recipient as of the date of termination.

15. Termination for Cause

Either party may terminate this Agreement for cause in the event of a material breach of this Agreement, provided that the non-breaching party provides written notice of the material breach and ten (10) calendar days to cure the breach. If the breach is not cured to the satisfaction of the non-breaching party within ten (10) calendar days of receipt of notice, this Agreement shall automatically terminate and the CDFA shall reimburse the Recipient for all documented costs incurred up to the date of the notice of termination, including all non-cancellable obligations.

16. Acceptable Failure to Perform

The Recipient shall not be liable for any failure to perform as required by this Agreement, to the extent such failure to perform is caused by any of the following: labor disturbances or disputes of any kind, accidents, or the inability to obtain any required government approval to proceed, civil disorders, acts of aggression, acts of God, energy or other conservation measures, failure of utilities, mechanical breakdowns, materials shortages, disease, pandemics, or similar occurrences.

17. Breach

Reimbursement under this Agreement may be suspended, terminated, or both, and the Recipient may be subject to debarment if CDFA determines that the Recipient has breached the terms of this Agreement. A determination of breach may be appealed in writing to the CDFA. The appeal must be post marked within ten (10) calendar days of the date the Recipient received notification and addressed to the CDFA Legal Office of Hearing and Appeals or emailed to CDFA.LegalOffice@cdfa.ca.gov.

California Department of Food and Agriculture
Legal Office of Hearing and Appeals
1220 N Street
Sacramento, CA 95814

18. Non-Material Breach

The Recipient may be in material breach under this Agreement if it fails to comply with any term of this Agreement. In the event of a material breach, CDFA shall provide in writing a Notice of Breach to the Recipient within ten (10) calendar days upon discovery of breach. The Recipient shall have ten (10) calendar days from receipt of the notice to cure the breach. If the Recipient fails to cure the breach within the time prescribed by this Agreement, CDFA may do any of the following:

- A. Suspend payments;
- B. Demand repayment of all funding;
- C. Terminate the Agreement; or
- D. Take any other action deemed necessary to recover costs.

If CDFA determines that the Recipient is not in material breach but that the Project is not being implemented in accordance with the provisions of this Agreement, or that the Recipient has failed in any other respect to comply with the provisions of this Agreement, and the Recipient has failed to remedy any such failure in a reasonable and timely manner, CDFA may withhold all or any portion of the grant funding and take any other action that CDFA deems necessary to protect its interests.

Where a portion of the grant funding has been disbursed to the Recipient and CDFA notifies the Recipient of its decision not to release funds that have been withheld pursuant to paragraph 17, the portion that has been disbursed shall thereafter be repaid immediately. CDFA may consider the Recipient's refusal to repay the requested disbursed amount a material breach.

If CDFA notifies the Recipient of its decision to withhold the entire funding amount from the Recipient pursuant to this paragraph, this Agreement shall terminate upon receipt of such notice by the Recipient and CDFA shall no longer be required to provide funds under this Agreement and the Agreement shall no longer be binding on either party.

In the event CDFA finds it necessary to enforce this provision of this Agreement in the manner provided by law, the Recipient agrees to pay all enforcement costs incurred by CDFA including, if CDFA should prevail in a civil action, reasonable attorneys' fees, legal expenses, and costs related to the action.

19. Publicity and Acknowledgement

The Recipient agrees that it will acknowledge CDFA's support whenever projects funded, in whole or in part, by this Agreement are publicized in any news media, brochures, publications, audiovisuals, presentations or other types of promotional material and in accordance with the Grant Procedures Manual if incorporated by reference and attachment to the Agreement. The Recipients may not use the CDFA logo.

20. News Releases/Public Conferences

The Recipient agrees to notify the CDFA in writing at least two (2) business days before any news releases or public conferences are initiated by the Recipient or its Contractors/Consultants regarding the project described in the Attachments, Scope of Work and Budget and any project results.

21. Scope of Work and Budget Changes

Changes to the Scope of Work, Budget, or the Project term, must be requested in writing to CDFA Grant Administrative Contact no less than thirty (30) days prior to the requested implementation date. Any changes to the Scope of Work and Budget are subject to CDFA approval and, at its discretion, CDFA may choose to accept or deny any changes. If accepted and after negotiations are concluded, the agreed upon changes will be made and become part of this Agreement. CDFA will respond in writing within ten (10) business days as to whether the proposed changes are accepted.

22. Reporting Requirements

The Recipient agrees to comply with all reporting requirements specified in Scope of Work and/or Grant Procedures Manual if incorporated by reference to this Agreement as an attachment.

23. California State Auditor

This Agreement is subject to examination and audit by the California State Auditor for a period of three (3) years after final payment under the Agreement.

24. Equipment

Purchase of equipment not included in the approved Budget requires prior approval. The Recipient must comply with applicable state requirements regarding the use, maintenance, disposition, and reporting of equipment as contained in CCR, Title 3, Division 1, Chapter 5, sections 303, 311, 324.1 and 324.2.

25. Closeout

The Agreement will be closed out after the completion of the Project or project term, receipt and approval of the final invoice and final report, and resolution of any performance or compliance issues.

26. Confidential and Public Records

The Recipient and CDFA understand that each party may come into possession of information and/or data which may be deemed confidential or proprietary by the person or organization furnishing the information or data. Such information or data may be subject to disclosure under the California Public Records Act or the Public Contract Code. CDFA has the sole authority to determine whether the information is releasable. Each party agrees to maintain such information as confidential and notify the other party of any requests for release of the information.

27. Amendments

Changes to funding amount or Agreement term require an amendment and must be requested in writing to the CDFA Agreement Manager or designee no later than sixty (60) calendar days prior to the requested implementation date. Amendments are subject to CDFA approval, and, at its discretion, may choose to accept or deny these changes. No amendments are possible if the Agreement is expired.

28. Executive Order N-6-22 Russia Sanctions

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate agreements with, and to refrain from entering any new agreements with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine Recipient is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. The State shall provide Recipient advance written notice of such termination, allowing Recipient at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.

EXHIBIT C

PAYMENT AND BUDGET PROVISIONS

1. Invoicing and Payment

- A. For activities satisfactorily rendered and performed according to the attached Scope of Work and Budget, and upon receipt and approval of the invoices, CDFA agrees to reimburse the Recipient for actual allowable expenditures incurred in accordance with the rates specified herein, which is attached hereto and made a part of this Agreement.
- B. Invoices must include the Agreement Number, performance period, type of activities performed in accordance with this Agreement, and when applicable, a breakdown of the costs of parts and materials, labor charges, and any other relevant information required to ensure proper invoices are submitted for payment.
- C. Unless stated in the Scope of Work quarterly invoices must be submitted to the CDFA Administrative Contact, within thirty (30) calendar days after the end of each quarter in which activities under this Agreement were performed.
- D. Unless stated in the Scope of Work a final invoice will be submitted for payment no more than thirty (30) calendar days following the expiration date of this Agreement, or after project is complete, whichever comes first. The final invoice must be clearly marked "Final Invoice" thus indicating that all payment obligations of the CDFA under this Agreement have ceased and that no further payments are due or outstanding.

2. Allowable Expenses and Fiscal Documentation

- A. The Recipient must maintain adequate documentation for expenditures of this Agreement to permit the determination of the allowability of expenditures reimbursed by CDFA under this Agreement. If CDFA cannot determine if expenditures are allowable under the terms of this Agreement because records are nonexistent or inadequate according to Generally Accepted Accounting Principles, CDFA may disallow the expenditures.
- B. If mileage is a reimbursable expense, using a privately-owned vehicle will be at the standard mileage rate established by the United States (U.S.) Internal Revenue Service (IRS) and in effect at the time of travel. The standard mileage rate in effect at the time of travel can be found on [IRS's website](#) regardless of funding source/type.
- C. If domestic travel is a reimbursable expense, receipts must be maintained to support the claimed expenditures. The maximum rates allowable are those established by the Federal Travel Regulation, issued by [General Services Administration \(GSA\)](#), including the maximum per diem and subsistence rates prescribed in those regulations.
- D. If foreign travel is a reimbursable expense, receipts must be maintained to support the claimed expenditures. The maximum rates allowable are those established in a per diem supplement to Section 925, Department of State Standardized Regulations.
- E. The Recipient will maintain and have available, upon request by CDFA, all financial records and documentation pertaining to this Agreement. These records and documentation will be kept for three (3) years after completion of the Agreement period or until final resolution of any performance/compliance review concerns or litigation claims.

3. Prompt Payment Clause

Payment will be made in accordance with, and within the time specified in, California Government Code Title 1, Division 3.6, Part 3, Chapter 4.5, commencing with Section 927 - The California Prompt Payment Act.

4. Budget Contingency Clause

If funding for any fiscal year is reduced or deleted for purposes of this program, the CDFA has the option to either cancel this Agreement with no liability occurring to the CDFA or offer to amend the Agreement to reflect the reduced amount.

EXHIBIT D

FEDERAL TERMS AND CONDITIONS

The Recipient and recipients of any subawards under this award, agree to comply with all applicable requirements of all Federal laws, executive orders, regulations, and policies governing this program, including but not limited to 2 CFR 200, Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards. For-profit organizations will be subject to 48 CFR Subpart 31. Recipients are responsible for identifying the federal regulations appropriate to their organization, consistently applying cost principles and ensuring contractors or consultants comply with applicable federal regulations.

1. Civil Rights

The Recipient must comply with civil rights and nondiscrimination standards pursuant to the following:

- A. Civil Rights Act, 42 USC 2000, as implemented at 28 CFR Part 42;
- B. Age Discrimination Act, 42 USC 6101, as implemented at 45 CFR Part 90;
- C. Age Discrimination in Employment Act, 29 USC 621, as implemented at 29 CFR Part 1625;
- D. Title IX of the Education Amendments of 1972, 20 USC 1681, as implemented at 45 CFR Part 86;
- E. Section 504 of the Rehabilitation Act, 29 USC 791, as implemented at 28 CFR Part 41;
- F. Executive Order (EO) 11246; and
- G. Americans with Disabilities Act, (PL 101-366).

2. Labor Standards

The Recipient must comply with labor standards pursuant to the following:

- A. Fair Labor Standards Act, 29 USC 207, as implemented at 29 CFR Part 500-899;
- B. Davis-Bacon Act, 40 USC 3141-3148, as implemented at 29 CFR Parts 1, 3, 5, and 7; and
- C. Contract Work Hours and Safety Standards Act, 40 USC 3701, as implemented at 29 CFR Part 5.

3. Environmental Standards

The Recipient must comply with environmental standards pursuant to the following:

- A. Institution of environmental quality control measures under the National Environmental Policy Act of 1969 (PL 91-190) and EO 11514 as implemented at 7 CFR Part 1b;
- B. Notification of violating facilities pursuant to EO 11738;
- C. Protection of wetlands pursuant to EO 11990;
- D. Evaluation of flood hazards in floodplains in accordance with EO 11988;
- E. Assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 USC §§1451 *et seq.*);
- F. Conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176 (c) of the Clean Air Act of 1955, as amended (42 USC §§7401 *et seq.*);
- G. Protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (PL 93-523); and,
- H. Protection of endangered species under the Endangered Species Act of 1973, as amended (PL 93-205).

4. Drug-Free Environment

The Recipient must comply with drug-free environment standards pursuant to §5151-5610 of the Drug-Free Workplace Act of 1988, as implemented by 2 CFR 421.

5. Restrictions on Lobbying and Political Activities

The Recipient must comply with lobbying restriction standards pursuant to the Limitations on Use of Appropriated Funds to Influence Certain Federal Contracting and Financial Transactions, 31 USC 1352, as implemented at 2 CFR 418.

6. Officials Not to Benefit

The Recipient must ensure that no member of Congress be admitted to any share or part of this Agreement or to any benefit arising from it, in accordance with 41 USC 22.

7. Trafficking in Persons

The Recipient must comply with the provisions in 2 CFR Part 175, prohibiting trafficking in persons.

8. Intergovernmental Review

The Recipient must comply with intergovernmental review standards pursuant to the following:

- A. Executive Order 12372, as implemented at 2 CFR 415; and
- B. The Intergovernmental Cooperation Act of 1968, 31 USC 6501.

9. Confidentiality

The Recipient must comply with confidentiality standards pursuant to the following:

- A. Freedom of Information Act, 5 USC 552, as implemented at 7 CFR Part 1; and
- B. Privacy Act, 5 USC 552 (a).

10. Conservation in Procurement

The Recipient must comply with procurement standards pursuant to the Resource Conservation and Recovery Act, 42 USC 6962 and EO 12873, as implemented at 40 CFR Part 247.

11. Debarment, Suspension, Criminal or Civil Convictions

The Recipient and its principals must comply with debarment and suspension standards pursuant to the EO 12549, as implemented at 2 CFR 180 and 2 CFR 417.

The Recipient must provide immediate written notice to CDFA if at any time it learns that this certification was erroneous when made or has become erroneous by reason of changed circumstances and must require recipients of lower-tier covered transactions under this Agreement to similarly certify pursuant to EO 12549, as implemented by 2 CFR 180 and 2 CFR 417.

See www.sam.gov to determine debarment and suspension status.

12. Crimes and Prohibited Activities

The Recipient must comply with crimes and prohibited activities standards pursuant to the following:

- A. Anti-Kickback (Copeland) Act, as implemented at 29 CFR Part 3.1;
- B. False Claims Act, 31 USC 3729; and
- C. Program Fraud Civil Remedies Act, 31 USC 3801-3812.

13. Biosafety in Laboratories

The Recipient must comply with laboratory biosafety standards pursuant to the following the *Biosafety in Microbiological and Biomedical Laboratories*, published jointly by the Centers for Disease Control and the National Institutes of Health.

14. Conflicts of Interest

The Recipient must comply with the conflict of interest standards pursuant to 2 CFR 400.2.

15. Inventions, Patents, Copyrights and Project Results

A. The Recipient must comply with invention and patent standards pursuant to the following:

- 1. Patent Rights in Inventions Made with Federal Assistance, 35 USC 202-204, as implemented at 37 CFR Part 401 (Bayh-Dole Act and the Technology Transfer Commercialization Act of 2000) to ensure that inventions made are used in a manner to promote free competition and enterprise without unduly encumbering future research and discovery.
- 2. The Plant Variety Protection Act, 7 USC 2321 *et seq.*

- B. The Recipient may retain title to any invention conceived of or first actually reduced to practice using Federal funds provided Recipient does the following:
1. Reports all subject inventions to CDFA;
 2. Makes efforts to commercialize the subject invention through patent or licensing;
 3. Formally acknowledges the Federal government's support in all patents that arise from the subject invention; and
 4. Formally grants the Federal government and CDFA a limited use license to the subject invention.
- C. The Recipient may copyright any publications, data, or other copyrightable works developed using Federal funds provided it provides the Federal government and CDFA a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use the material, and agrees that the Federal government and CDFA may do so in cooperation with other public agencies.
- D. The Recipient agrees that the results of this project may be published by the Federal government, CDFA or appropriate contractors or cooperators as mutually agreed.

16. Care and Use of Laboratory Animals

The Recipient must comply with the care and use of laboratory animal standards pursuant to the following:

- A. Animal Welfare Act, 7 USC 2131, as implemented at 9 CFR, Sub Chapter A, Parts 1-4; and
- B. Marine Mammal Protection Act, 16 USC 1361-1407.

17. Fly America Act

The Recipient must comply with the Fly America Act (49 USC 40118) as implemented at 41 CFR 301-10.131 to 301-10.143.

18. Motor Vehicle Safety

The Recipient must comply with seat belt use standards pursuant to the following:

- A. Highway Safety Act of 1966 as amended (23 USC 402-403);
- B. Occupational Safety and Health Act of 1970 as amended (29 USC 668);
- C. Federal Property and Administrative Services Act of 1949 as amended (40 USC §101 *et seq.*)
- D. Increasing Seat Belt Use in the United States (EO 13043).
- E. Federal Leadership on Reducing Text Messaging While Driving (EO 13513).

19. Records Retention and Accessibility

The Recipient and its contractors must comply with the procedures and requirements regarding record retention and accessibility as contained in 2 CFR 200.333 – 200.337.

20. All Other Federal Laws

The Recipient must comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

Asian Citrus Psyllid Program, Citrus Commodities (Regulatory)

Scope of Work

October 1, 2022 – September 30, 2023

The County agrees to perform and provide the following quarantine response and regulatory enforcement activities for the California Department of Food and Agriculture (CDFA) in compliance with Title 3, section 3435 of the California Code of Regulations (CCR) and Title 7, Part 301.76 of the Code of Federal Regulations (CFR).

This agreement is inclusive of the County's agreement to perform activities approved by CDFA as described in the attached projected Work Plan.

Regulatory and records inspections at regulated establishments are the highest priority. Compliance agreement issuance is a lower priority. If regional quarantine zones are modified and commercial channels change, county personnel shall prioritize inspection activities as appropriate to meet changing needs.

Authorized expenses under this Asian citrus psyllid (ACP) regulatory cooperative agreement include:

I. Personnel Activities

A. Quarantine Enforcement

- 1. Citrus Growers**
- 2. Citrus Transporters**
- 3. Citrus Packers/Juice Plants/Processors**
- 4. Citrus Fruit Sellers**
- 5. Dump and Disposal**
- 6. Regulatory Trace-Back and Trace-Forward Activities**
- 7. Environmental Management Practices**

B. Other Activities

- 1. Conference Calls**
- 2. Meetings**
- 3. Administrative Support**
- 4. Reporting**

II. Non-Personnel

- A. Dump and Disposal**
- B. Supplies/Equipment**
- C. Vehicle Mileage**

III. Reporting/Invoicing

- A. ACP Regulatory Monthly Activity Report**
- B. Invoicing/Reimbursement**

Description of authorized expenses:

- I. Personnel Activities:** The County agrees to perform the listed quarantine response and regulatory enforcement activities required by the ACP State Interior Quarantine

and the Federal Domestic Quarantine for Citrus Greening and Asian Citrus Psyllid. This agreement is also inclusive of the following:

A. Quarantine Enforcement Activities for The Following Regulated Entities:

1. Citrus Growers

Includes commercial growers of ACP host fruit.

a. Compliance Agreement Issuance

- i. Initial visit to issue and explain the terms of the compliance agreement and exhibits, and regulatory requirements.
- ii. Assigning a compliance agreement number, countersigning the agreement, and sending a copy to ACPCompliance@cdfa.ca.gov.

b. Regulatory and Records Inspections

- i. Regulatory inspections and records review to verify quarantine compliance.
- ii. Receiving, maintaining, and approving grower-submitted ACP-Free Declaration forms.
- iii. Issuing Hold Notices, Notices of Rejection, Notices of Violation, and Notices of Proposed Action for non-compliance.

2. Citrus Transporters

Includes transporters of commercial ACP host fruit.

a. Compliance Agreement Issuance

- i. Initial visit to issue and explain the terms of the compliance agreement and exhibits, and regulatory requirements.
- ii. Assigning a compliance agreement number, countersigning the agreement, and sending a copy to ACPCompliance@cdfa.ca.gov.

b. Regulatory and Records Inspections

- i. Regulatory inspections to ensure compliance with safeguarding performance standards and records review to verify quarantine compliance.
- ii. Issuing Hold Notices, Notices of Rejection, Notices of Violation, and Notices of Proposed Action for non-compliant shipments.

3. Citrus Packers/Juice Plants/Processors

Includes packers/juicers/processors of commercial ACP host fruit.

a. Compliance Agreement Issuance

- i. Initial visit to issue and explain terms of compliance agreement and exhibits, and regulatory requirements.
- ii. Assigning a compliance agreement number, countersigning the agreement, and sending a copy to ACPCompliance@cdfa.ca.gov.

b. Regulatory and Records Inspections

- i. Regulatory inspections and records review to verify quarantine compliance.
- ii. Issuing Hold Notices, Notices of Rejection, Notices of Violation, and Notices of Proposed Action for non-compliant shipments.
- iii. Placing, servicing, relocating, and submitting yellow panel traps.

4. Citrus Fruit Sellers

Includes sellers, distributors, and market vendors of ACP host fruit.

a. Compliance Agreement Issuance

- i. Initial visit to issue and explain the terms of the compliance agreement and exhibits, and regulatory requirements.
- ii. Assigning a compliance agreement number, countersigning the agreement, and sending a copy to ACPCompliance@cdfa.ca.gov.

b. Regulatory and Records Inspections

- i. Regulatory inspections to ensure compliance with safeguarding performance standards and records review to verify quarantine compliance.
- ii. Issuing Hold Notices, Notices of Rejection, Notices of Violation, and Notices of Proposed Action for non-compliant shipments.

5. Dump and Disposal

Personnel hours associated with the disposal of confiscated bulk citrus related material.

6. Regulatory Trace-Back Activities

Regulatory trace-back and trace-forward activities when required. Trace-back and trace-forward activities may occur at any regulated establishment.

7. Environmental Management Practices

Ensure that all activities are performed following CDFA's management practices and any necessary mitigation measures.

B. Other Activities:

1. Conference Calls

Personnel hours associated with attendance at and participation in conference calls regarding ACP quarantine response and regulatory enforcement.

2. Meetings

Personnel hours associated with attendance at and participation in meetings associated with ACP quarantine response and regulatory enforcement.

3. Administrative Support

Personnel hours associated with administrative activities such as maintaining and recording received ACP-Free Declaration forms, HLB Pest Risk Mitigation Forms, data entry, or invoicing for ACP quarantine response and regulatory enforcement.

4. Reporting

Personnel hours associated with entering compliance agreement information into spreadsheets, completing the ACP Regulatory Monthly Activity Report, and reporting any other requested data. Use of ACP Program forms for reporting and inspections is required. Forms will be provided to all counties. Forms created by the County will **not be** accepted and incomplete forms will be returned.

II. Non-Personnel

A. Dump and Disposal: Only dump and disposal fees related to administering and conducting quarantine and regulatory enforcement activities associated with the ACP Program will be reimbursed. Dump fees include the landfill cost for disposal with special handling (deep burial with immediate cover). Disposal fees include, but are not limited to, bags for safeguarding confiscated material enroute to the dump for disposal.

B. Supplies/Equipment:

1. Supplies: In accordance with 2 C.F.R. § 200.94 (<http://www.ecfr.gov>), supplies are considered articles having a useful life of less than one year. Only supplies directly related to administering and conducting quarantine and regulatory enforcement activities associated with the ACP Program will be reimbursed. Examples of supplies include materials from a general supply or stockroom, fabricated parts, paper, stationery, general office goods, ink and toner cartridges, and organization tools.

2. Equipment: In accordance with 2 C.F.R. § 200.33 (<http://www.ecfr.gov>), equipment is considered articles having a useful life of more than one year. Only equipment directly related to administering and conducting quarantine and regulatory enforcement activities associated with the ACP Program will be reimbursed. Articles with a unit cost of \$5,000 or more must have prior approval for reimbursement. Examples of equipment include microscopes, spectrometers, office equipment, office furnishings, modular offices, telephone networks, information technology equipment and systems, air conditioning equipment, reproduction and printing equipment, and motor vehicles.

All records substantiating that the supplies and equipment are used for the ACP Program must be maintained by the county.

- C. Vehicle Mileage:** The mileage reimbursement rate used on the monthly invoice must be the same as the rate in the Work Plan. If the federal mileage reimbursement rate (<http://www.irs.gov>) fluctuates during the agreement period, counties must submit invoices for the current federal rate.

Substantiation of Vehicle Mileage Costs: Counties must maintain a single vehicle log per vehicle, and all mileage must be recorded daily with an indication of which program the vehicle was used for and the name of the driver. Vehicle logs must be submitted if requested.

III. Reporting/Invoicing: Personnel hours associated with the compilation, submittal, and maintenance of the following:

- A. ACP Regulatory Monthly Activity Report:** The County must submit an ACP Regulatory Monthly Activity Report utilizing the template provided to report all authorized ACP quarantine response and regulatory enforcement activities. Monthly activity reports must be submitted with the monthly invoice to Keith Okasaki (Keith.Okasaki@cdfa.ca.gov) and **no later than 30 days** after the end of the coinciding reporting period. Questions about the reporting can be directed to Keith Okasaki at the email listed above or by calling (916) 274-6300.
- B. Invoicing/Reimbursement:** The County must submit a monthly itemized invoice using the provided template (Appendix A) on county letterhead to CDFA **no later than 30 days** after the end of the coinciding reporting period. Completed official ACP Program forms must be submitted with or prior to invoicing. Invoices will not be processed without current and completed ACP Program forms.
- 1. Allowable Costs:** All invoiced expenses must fall within the parameters of this Scope of Work and must be directly related to administering and conducting ACP quarantine response and regulatory enforcement activities.
 - 2. ACP Regulatory Monthly Activity Report Required for Reimbursement:** Invoices will not be paid until the ACP Regulatory Monthly Activity Report for the invoicing period has been submitted by the County and verified by CDFA. Personnel hours on the activity report must match the hours on the invoice.
 - 3. Hourly Rate(s) on Invoices:** Invoices must reflect the actual hourly rates (salary and benefits) for each personnel classification listed on the Work Plan that conducted ACP quarantine response and regulatory enforcement activities.
 - 4. Personnel on Invoice Must Match Work Plan:** Invoices must reflect work performed by personnel classifications listed on the Work Plan.

5. **Documentation:** Documentation (including purchase receipts) for expense reimbursement must be retained by the County and shall be made available upon request for audit purposes.
6. **Substantiation of Costs:** All personnel salary costs must be properly tracked or allocated to the cooperative agreement in accordance with the Office of Management and Budget (OMB) requirements and Federal Cost Principles. Personnel costs must be able to be traced back to original documents detailing the account to which personnel hours are billed. In addition, all invoiced personnel costs must match the work plan.

If the County plans to seek reimbursement for vehicle mileage, the documentation for mileage reimbursement must be tracked separately from all other programs and documentation must be available to support the reimbursement. In addition, all invoiced vehicle costs must match the work plan. Mileage rates used on invoices must be the same as contained in the work plan. CDFA will notify counties of new rates (current rate \$0.585) if the federal mileage rate changes during the term of the agreement.

All other expenses (travel, supplies, communications, etc.) for which the County will seek reimbursement under the cooperative agreement must be directly related to the cost of administering and conducting the program, and documentation must be available to support the reimbursement. In addition, all invoiced expenses must match the work plan.

The following citations are requirements outlined in OMB Circulars and Federal Cost Principles applicable to your agency/organization.

State, Local and Indian Tribal Governments:

- 2 C.F.R. § 200 (<http://www.ecfr.gov>), Uniform administrative requirements, cost principles, and audit requirement for federal awards.
- 2 C.F.R. § 225 (<http://www.ecfr.gov>), Cost Principles (formerly OMB Circular A-87), see Cost Allocation Plans and Attachment B, 8. Compensation for personal services, h. Support of Salaries and wages.

7. **Submission of Monthly Invoice:** Invoices with the ACP Regulatory Monthly Activity Report must be emailed to Keith Okasaki at Keith.Okasaki@cdfa.ca.gov.

Contact Keith Okasaki with any questions regarding invoicing or reimbursement by email or by calling (916) 274-6300.

Appendix A - Invoice Template

(County Letterhead)

California Department of Food and Agriculture

Attn: Keith Okasaki

Keith.Okasaki@cdfa.ca.gov

Asian Citrus Psyllid Program, Citrus Commodities (Regulatory)

Agreement #

October 1, 2022 - September 30, 2023

Invoice for Period from [Month, Date, Year]

Remit Payment to:

Personnel Services

Name and Classification	Hours	Hourly Rate	Total Salaries
	0.00	\$0.00	\$0.00
	0.00	\$0.00	\$0.00
	0.00	\$0.00	\$0.00
	0.00	\$0.00	\$0.00
	0.00	\$0.00	\$0.00
	0.00	\$0.00	\$0.00
	0.00	\$0.00	\$0.00
	0.00	\$0.00	\$0.00
	0.00	\$0.00	\$0.00
	0.00	\$0.00	\$0.00
	0.00	\$0.00	\$0.00
	0.00	\$0.00	\$0.00
Total Hours:	0.00	Total Salaries:	\$0.00
Total Personnel Services:			\$0.00
Indirect (up to 25% of Personnel Services):			\$0.00
Total Personnel Costs:			\$0.00

Operating Expenses

Dump and Disposal	\$0.00
Supplies	\$0.00
Equipment	\$0.00
Total Operating Expenses:	\$0.00

Vehicle Usage

	Miles	Rate	
Vehicle Mileage	0.00	0.585	\$0.00
Total Mileage Cost:			\$0.00

Total Operating Expenses

Grand Total: \$0.00

Agreement Amount

Billed to Date

Balance

\$0.00
\$0.00
\$0.00

Asian Citrus Psyllid Program, Citrus Commodities (Regulatory)

Personnel Cost Work Sheet FY 2022/2023 & FY 2023/2024

October 1, 2022 through September 30, 2023

County: LOS ANGELES COUNTY



Title	Hourly Wage	Hourly Benefit Amount	Total Hourly Rate	Estimated Hours to be Worked	Total Cost
Agricultural/Weights&MeasuresInsp I	\$38.00	\$27.98	\$65.98	0	\$0.00
Agricultural/Weights&Measures Insp II	\$42.35	\$31.19	\$73.54	1175	\$86,409.50
Agricultural/Weights&Measures Insp III	\$47.21	\$34.76	\$81.97	1125	\$92,216.25
Associate Agricultural/Weights&Measures Ins	\$27.88	\$7.79	\$35.67	0	\$0.00
Deputy Agricultural Commissioner	\$64.08	\$47.19	\$111.27	158	\$17,580.66
Intermediate Typist Clerk	\$26.25	\$19.33	\$45.58	120	\$5,469.60
Title 7	\$0.00	\$0.00	\$0.00	0	\$0.00
Title 8	\$0.00	\$0.00	\$0.00	0	\$0.00
Title 9	\$0.00	\$0.00	\$0.00	0	\$0.00
			*Total:	2578	\$201,676.01
*Total "Estimated Hours to Be Worked" MUST match the "Total Hours" on the Work Plan.					

Asian Citrus Psyllid Program, Citrus Commodities (Regulatory)
Work Plan FY 2022/2023 & FY 2023/2024
October 1, 2022 through September 30, 2023



County: LOS ANGELES

Date:

	Number of Facilities Requiring Activities	Estimated Visits/Year/Facility	Estimated Hours per Visit	Total Estimated Hours
I. Personnel				
A(1) Citrus Growers				
a. Compliance Agreement Issuance	2	3	1	6
b. Regulatory and Records Inspections	8	4	1	32
A(2) Citrus Transporters				
a. Compliance Agreement Issuance	6	6	1.5	54
b. Regulatory and Records Inspections	29	8	1.5	348
A(3) Citrus Packers/Juice Plants/Processors				
a. Compliance Agreement Issuance	18	6	1	108
b. Regulatory and Records Inspections	94	8	1	752
A(4) Citrus Fruit Sellers				
a. Compliance Agreement Issuance	11	2	1.5	33
b. Regulatory and Records Inspections	25	3	1	75
A(5) Dump and Disposal				
Dump and Disposal of Confiscated Quarantine Material			22	22
A(6) Regulatory Trace-Back and Trace-Forward				
Trace-Back and Trace-Forward Activities	500	1	1.5	750
B. Other Activities				
1. Conference Calls				12
2. Meetings				12
3. Administrative Support				240
4. Reporting				134
*Total Hours:				2578

Personnel		
**Personnel Costs:		\$201,676.01
Overhead (Indirect Costs) ----- Enter county overhead percentage, do not to exceed 25%	25%	\$50,419.00
Total Personnel Costs (Personnel Costs + Overhead):		\$252,095.01

II. Non-Personnel - Operating Expenses	
A. Dump and Disposal	\$1,200.00
B. Supplies	\$200.00
C. Equipment	\$0.00
Total Operating Expenses:	\$1,400.00

Vehicle Mileage				
Vehicle Mileage	Enter Estimated Miles:	16860	Rate Per Mile:	\$0.585
				\$9,863.10

TOTAL COST:	\$263,358.11
--------------------	---------------------

The Cost Per Hour Worksheet must be submitted with the Workplan.

Asian Citrus Psyllid Program, Citrus Commodities (Regulatory)
Work Plan Summary FY 2022/2023 & FY 2023/2024
October 1, 2022 through September 30, 2023



County: LOS ANGELES
Agreement Manager: Maximiliano Regis

Expenses	Description		Total	
Personnel Costs for Regulatory Activities	Compliance Agreement Issuance, Regulatory Inspections, Trace-Back/Trace-Forward Activities, Data Entry, and Attend Meetings.	Total Activity Hours:	2,578	\$201,676.01
Overhead Costs	Indirect Costs (Not to exceed 25% of Total Personnel Costs)	Overhead Percentage:	25%	\$50,419.00
Miscellaneous Costs	All supply/equipment costs exceeding \$5,000.00 must be accompanied by an itemized list of items to be purchased.	Itemized Supply List Required (Y/N):	N	\$1,400.00
Vehicles Mileage	Mileage rate must be \$0.585, or current federal rate (http://www.irs.gov).	Estimated Miles:	16860	\$9,863.10
		Rate Per Mile:	0.560	
		TOTAL COST:		\$263,358.11

BOARD LETTER/MEMO CLUSTER FACT SHEET

☒ Board Letter

☐ Board Memo

☐ Other

CLUSTER AGENDA REVIEW DATE	10/12/2022							
BOARD MEETING DATE	11/1/2022							
SUPERVISORIAL DISTRICT AFFECTED	<input type="checkbox"/> All <input type="checkbox"/> 1 st <input type="checkbox"/> 2 nd <input checked="" type="checkbox"/> 3 rd <input type="checkbox"/> 4 th <input type="checkbox"/> 5 th							
DEPARTMENT(S)	Los Angeles County Development Authority (LACDA)							
SUBJECT	ADOPT RESOLUTIONS TO ISSUE MULTIFAMILY HOUSING REVENUE BONDS TO FINANCE THE DEVELOPMENT OF HOUSING FOR HOMELESS VETERANS ON THE WEST LOS ANGELES VETERANS AFFAIRS CAMPUS							
PROGRAM	Housing Investment and Finance							
AUTHORIZES DELEGATED AUTHORITY TO DEPT	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No							
SOLE SOURCE CONTRACT	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain why:							
DEADLINES/ TIME CONSTRAINTS	N/A							
COST & FUNDING	<table border="1" style="width: 100%;"> <tr> <td style="width: 50%;">Total cost: No County cost</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. The Bonds will be repaid solely through rent revenues collected by VA Building 402 LP (Borrower). The Borrower will pay all fees and related costs.</td></tr> </table>		Total cost: No County cost	Funding source:	TERMS (if applicable):		Explanation: There is no impact on the County General Fund. The Bonds will be repaid solely through rent revenues collected by VA Building 402 LP (Borrower). The Borrower will pay all fees and related costs.	
Total cost: No County cost	Funding source:							
TERMS (if applicable):								
Explanation: There is no impact on the County General Fund. The Bonds will be repaid solely through rent revenues collected by VA Building 402 LP (Borrower). The Borrower will pay all fees and related costs.								
PURPOSE OF REQUEST	The purpose of this action is to authorize the issuance, sale, and delivery of Bonds in an aggregate principal amount not to exceed \$33,755,000 to finance the acquisition, construction, rehabilitation, or development of West LA VA Building 402 Apartments, a 120-unit prefabricated modular housing for homeless veterans on the West Los Angeles Veterans Affairs Campus (Project). The project will be comprised of 11 buildings containing 120 units of modular housing for special needs populations. The 120 units will consist of 107 studio units and 13 two-bedroom units.							
BACKGROUND (include internal/external issues that may exist including any related motions)	The LACDA is authorized to issue multifamily revenue bonds or notes to assist in financing for nonprofit public benefit organizations or for-profit corporations with a public benefit project, including the Borrower.							
EQUITY INDEX OR LENS WAS UTILIZED	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain how:							
SUPPORTS ONE OF THE NINE BOARD PRIORITIES	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please state which one(s) and explain how:							
DEPARTMENTAL CONTACTS	Name, Title, Phone # & Email: Lynn Katano, Director of Housing Investment and Finance, (626) 586-1806, Lynn.Katano@lacda.org							

November 1, 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 and Commissioners:

**ADOPT RESOLUTIONS TO ISSUE MULTIFAMILY HOUSING REVENUE BONDS TO
FINANCE THE DEVELOPMENT OF HOUSING FOR HOMELESS VETERANS ON
THE WEST LOS ANGELES VETERANS AFFAIRS CAMPUS
(DISTRICT 3) (3 VOTE)**

SUBJECT

This letter requests that your Board approve resolutions authorizing and actions facilitating the issuance, sale, and delivery of tax-exempt Multifamily Housing Mortgage Revenue Bonds or Notes to finance the site acquisition, construction, rehabilitation, or development of West LA VA Building 402 Apartments, a 120 unit prefabricated modular housing development for homeless veterans on the West Los Angeles Veterans Affairs Campus located in the unincorporated County of Los Angeles.

IT IS RECOMMENDED THAT THE BOARD OF SUPERVISORS:

1. Find that adoption of the Resolutions is not subject to the provisions of the California Environmental Quality Act (CEQA) because the actions will not have the potential of causing a significant effect on the environment.

2. Adopt and instruct the Chair to sign the attached Resolution approving the issuance of tax-exempt Multifamily Housing Mortgage Revenue Bonds or Notes by the Los Angeles County Development Authority (LACDA), in an aggregate principal amount not exceeding \$33,755,000 to assist VA Building 402 LP (Borrower), or an LACDA-approved designee, to finance the site acquisition, construction, rehabilitation, or development of West LA VA Building 402 Apartments, a 120-unit prefabricated modular housing for homeless veterans on the West Los Angeles Veterans Affairs Campus located at 11301 Wilshire Boulevard in the unincorporated County of Los Angeles (Project).

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

1. Find that adoption of the Resolutions is not subject to the provisions of CEQA because the actions will not have the potential of causing a significant effect on the environment.
2. Adopt and instruct the Chair to sign the attached Resolution authorizing the issuance, sale and delivery of tax-exempt Multifamily Housing Revenue Bonds or Notes (Bonds) in an aggregate principal amount not to exceed \$33,755,000 to finance the site acquisition, construction, rehabilitation, or development of the Project.
3. Authorize the Executive Director of the LACDA, or his designee, to negotiate, execute, and if necessary, amend or terminate all related documents and take all necessary actions for the issuance, sale, and delivery of the Bonds.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of this action is to authorize the issuance, sale, and delivery of Bonds in an aggregate principal amount not to exceed \$33,755,000 to finance the acquisition, construction, rehabilitation, or development of the Project. The developer for the Project is Thomas Safran & Associates Development, Inc. and the Borrower is a limited partnership which includes the developer as a partner.

The Project will be located at 11301 Wilshire Boulevard, on the West Los Angeles Veterans Affairs Campus in the unincorporated County of Los Angeles. The project will be comprised of 11 buildings containing 120 units of modular housing for special needs populations. The 120 units will consist of 107 studio units and 13 two-bedroom units. Fifty-four studio units and five two-bedroom units will be restricted to households with incomes that do not exceed 30% of the Area Median Income (AMI). Fifty-three studio units and six two-bedroom units will be restricted to households with incomes that do not exceed 50% AMI. Two two-bedroom units will be reserved for onsite property management.

The Project site is in a mixed-use neighborhood, within the West Los Angeles Veterans Affairs Campus. The Project will utilize state-of-the-art design and high-quality construction standards to serve residents with high-quality affordable housing with modern amenities and on-site supportive services. Each unit will be furnished with bathrooms and kitchens. Residents will benefit from the substantial outdoor open space, which is activated by a variety of community spaces, giving them a sense of community. The community spaces will include a lobby, restrooms, on-site manager leasing office, a community room with a full kitchen, computer lounge, TV viewing lounge, fitness and exercise center, central laundry, six supportive service offices, and an outdoor central plaza equipped with a theater and picnic areas. The project will include two parking lots containing 55 surface parking spaces, which includes four accessible parking spaces.

FISCAL IMPACT/FINANCING

There is no impact on the County General Fund. The Bonds will be repaid solely through rent revenues collected by the Borrower. The Borrower will pay all fees and related costs.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

On August 10, 2021, the Board of Commissioners adopted an inducement resolution declaring the intent of the LACDA to undertake the financing of a Multifamily Housing Mortgage Revenue Bond project in accordance with U.S. Treasury Department regulations. This action established a base date after which costs incurred by the Borrower for the Project could be included in the acquisition and permanent financing obtained pursuant to the issuance of tax-exempt Bonds.

The LACDA is authorized to issue multifamily revenue bonds or notes to assist in financing for nonprofit public benefit organizations or for-profit corporations with a public benefit project, including the Borrower. In order for the LACDA to issue such Bonds, the LACDA and the County must execute the following actions: (1) The LACDA must conduct a public hearing to satisfy the public approval requirement of Section 147(f) of the Internal Revenue Code; and (2) the County must approve a resolution approving the plan of financing and authorizing the LACDA to issue the Bonds. Although the LACDA will be issuing the Bonds at the request of the Borrower, the financing cannot proceed without the approval of the applicable elected legislative body.

On October 11, 2022, the LACDA conducted a telephonic hearing regarding the issuance of the tax-exempt Bonds to finance the Project at its office located at 700 West Main Street in Alhambra. No comments were received at the hearing concerning the issuance of the tax-exempt Bonds or the nature and location of the Project.

The attached Resolutions were prepared by Kutak Rock, LACDA Bond Counsel, and approved as to form by County Counsel.

Honorable Board of Supervisors/Commissioners

November 1, 2022

Page 4

Pursuant to California Government Code Section 5852.1, a required public disclosure document for this Bond issuance is also attached. All other related documents, in substantially final form, are on file with the Executive Office. They will be approved as to form by County Counsel prior to execution by the authorized parties.

ENVIRONMENTAL DOCUMENTATION

The proposed actions are not a project pursuant to CEQA because they are activities that are excluded from the definition of a project by Section 15378 (b) of the State CEQA guidelines. The proposed actions are administrative activities of government which will not result in direct or indirect physical change to the environment.

IMPACT ON CURRENT PROJECT

The proposed action is a necessary step to provide Bond financing for the Project, which will increase the supply of housing for homeless veterans.

Respectfully submitted,

EMILIO SALAS
Executive Director

Enclosure

PUBLIC DISCLOSURES RELATING TO CONDUIT REVENUE OBLIGATIONS

Pursuant to California Government Code Section 5852.1, the borrower (the "Borrower") identified below has provided the following required information to the Los Angeles County Development Authority (the "LACDA") prior to the LACDA's regular meeting (the "Meeting") of its Board of Commissioners (the "Board of Commissioners"), at which Meeting the Board will consider the authorization of conduit multifamily housing mortgage revenue bond (the "Bond") as identified below.

1. Name of Borrower: VA Building 402 LP
2. Board of Commissioners Meeting Date: November 1, 2022
3. Name of Conduit Revenue Obligations: Los Angeles County Development Authority Multifamily Housing Revenue Bond (West Los Angeles VA Campus Building 402 Apartments) 2022 Series F
4. ☐ Private Placement Lender or Bond Purchaser, ☒ Underwriter or ☐ Financial Advisor (mark one) engaged by the Borrower presented the Borrower with the following required good faith estimates relating to the Bond, and such good faith estimates have been presented to the governing board or official(s) of the Borrower with authority to obligate the Borrower in connection with the financing:
 - (A) The true interest cost of the Bond, which means the rate necessary to discount the amounts payable on the respective principal and interest payment dates to the purchase price received for the new issue of Bond (to the nearest ten-thousandth of one percent): 3.10%.
 - (B) The finance charge of the Bond, which means the sum of all fees and charges paid to third parties: \$252,575.
 - (C) The amount of proceeds received by the LACDA for sale of the Bond less the finance charge of the Bond described in subparagraph (B) and any reserves or capitalized interest paid or funded with proceeds of the Bond: \$33,502,425.
 - (D) The total payment amount, which means the sum total of all payments the Borrower will make to pay debt service on the Bond plus the finance charge of the Bond described in subparagraph (B) not paid with the proceeds of the Bond (which total payment amount shall be calculated to the final maturity of the Bond): \$37,059,590.

This document has been made available to the public at the Meeting of the Board of Commissioners.

RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF
LOS ANGELES APPROVING THE ISSUANCE OF MULTIFAMILY HOUSING
REVENUE BONDS AND RELATED ACTIONS IN THE COUNTY OF LOS ANGELES

WHEREAS, the Los Angeles County Development Authority (the “LACDA”), has indicated its intent to adopt a plan of financing to sell and issue multifamily housing revenue bonds or notes in one or more series issued from time to time, and at no time to exceed \$33,755,000 in outstanding aggregate principal amount (the “Bonds”), in order to assist in financing (including reimbursement of Borrower’s expenditures) the acquisition, construction, development or rehabilitation of a multifamily rental housing development consisting of 120 units located at 11301 Wilshire Boulevard, in unincorporated Los Angeles County (the “Project”), to be owned by VA Building 402 LP, a California limited partnership formed by Thomas Safran & Associates Development Inc. (or an affiliate, assign or designee approved by LACDA) and such intent was adopted by a resolution of the LACDA Board of Commissioners on August 10, 2021; and

WHEREAS, pursuant to Section 147(f) of the Internal Revenue Code of 1986 (the “Code”), the Bonds are required to be approved prior to their issuance by the applicable elected representative of the governmental unit on whose behalf the bonds are expected to be issued and by each governmental unit having jurisdiction over the area in which any facility financed by such bonds is to be located, after a public hearing held following reasonable public notice; and

WHEREAS, the interest on the Bonds may qualify for exclusion from gross income under Section 103 of the Code, only if the Bonds are approved in accordance with Section 147(f) of the Code; and

WHEREAS, the Project is located wholly within the unincorporated County of Los Angeles, California; and

WHEREAS, this Board of Supervisors (the “Board”) is the elected legislative body of the County and is the applicable elected representative of the LACDA within the meaning of Section 147(f) of the Code; and

WHEREAS, pursuant to Section 147(f) of the Code, the LACDA has, following notice duly given, held a public hearing regarding the plan of financing and the issuance of such Bonds on October 11, 2022, and now desires that the Board approve the issuance of such Bonds within the County of Los Angeles; and

WHEREAS, this Board hereby finds and declares that this Resolution is being adopted pursuant to the powers granted by law.

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

1. The above recitals, and each of them, are true and correct.
2. This Board hereby approves the plan of financing and the issuance of the Bonds by the LACDA to finance costs of the Project. It is the purpose and intent of this

Board that this Resolution constitute approval of the plan of financing and the Bonds by the applicable elected representative of the issuer of the Bonds and the applicable elected representative of the governmental unit having jurisdiction over the area in which the Project is located, in accordance with Section 147(f) of the Code.

3. The LACDA is hereby authorized and directed to take whatever further action relating to the aforesaid financial assistance may be deemed reasonable and desirable, provided that the terms and conditions under which the Bonds are to be issued and sold shall be approved by the LACDA in the manner provided by law prior to the sale thereof.

4. The Executive Officer of the Board or a deputy thereof is directed to certify and deliver a copy of this Resolution to the LACDA.

5. This Resolution shall take effect immediately upon its adoption.

[Remainder of page intentionally left blank]

PASSED AND ADOPTED by the Board of Supervisors of the County of Los Angeles,
State of California, this ____ day of _____, 20____, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

By _____
Chair of the Board of Supervisors

ATTEST:

CELIA ZAVALA,
Executive Officer
of the Board of Supervisors

By: _____
Deputy

APPROVED AS TO FORM:

DAWYN R. HARRISON
Acting County Counsel

By: Behnaz Tashakorian
Deputy

RESOLUTION AUTHORIZING THE ISSUANCE, SALE AND DELIVERY OF ONE OR MORE SERIES OF MULTIFAMILY HOUSING REVENUE BONDS OR NOTES IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$33,755,000 FOR THE PURPOSE OF MAKING A LOAN TO PROVIDE FINANCING FOR A MULTIFAMILY RENTAL HOUSING PROJECT KNOWN AS WEST LOS ANGELES VA CAMPUS BUILDING 402 APARTMENTS, DETERMINING AND PRESCRIBING CERTAIN MATTERS RELATING THERETO, AND APPROVING AND AUTHORIZING THE EXECUTION OF RELATED DOCUMENTS, AGREEMENTS AND ACTIONS.

WHEREAS, the Los Angeles County Development Authority (the “LACDA”) is authorized and empowered by the provisions of Section 34312.3 of the Health and Safety Code of the State of California (the “Act”) to issue and sell revenue bonds or notes for the purpose of making loans or otherwise providing funds to finance the acquisition, construction, rehabilitation and development of multifamily residential rental housing projects, including units for households meeting the income limits set forth in the Act; and

WHEREAS, there has been prepared and presented to this Board for consideration at this meeting the documentation required for the issuance of one or more series of bonds or notes for the financing of the acquisition, development, rehabilitation and construction of a multifamily rental housing development consisting of 120 total units located at 11301 Wilshire Boulevard, unincorporated Los Angeles County, California (the “Project”), known or to be known as West Los Angeles VA Campus Building 402 Apartments and to be owned by VA Building 402 LP (or an affiliate or assign thereof, the “Borrower”); and

WHEREAS, the Project is located within unincorporated County of Los Angeles; and

WHEREAS, the LACDA proposes to issue, pursuant to and in accordance with the Act, its Multifamily Housing Revenue Bond (West Los Angeles VA Campus Building 402 Apartments) 2022 Series F with a principal amount not to exceed \$33,755,000 (the “Bond”) pursuant to this resolution and a Trust Indenture (the “Indenture”) by and between the LACDA and U.S. Bank Trust Company, National Association, as trustee (the “Trustee”) to provide funds to finance the costs of the Project; and

WHEREAS, the LACDA proposes to finance the costs of the Project by using the proceeds derived from the sale of the Bond to make a construction-phase loan to the Borrower pursuant to a Loan Agreement (the “Loan Agreement”) between the LACDA and the Borrower; and

WHEREAS, Wells Fargo Bank, National Association (the “Underwriter”) has expressed the intention of the Underwriter to purchase the Bond authorized hereby pursuant to the terms of a Bond Purchase Agreement (the “Bond Purchase Agreement”) among the LACDA, the Borrower and the Underwriter; and

WHEREAS, the Bond will be cash-collateralized with the proceeds of a construction loan (the “Construction Loan”) from Wells Fargo Bank, National Association, to the Borrower such that when the proceeds of the Bond are drawn to pay for costs of the Project, corresponding draws

on the Construction Loan will be deposited in a collateral fund held by the Trustee for security of the repayment of the principal and interest on the Bond; and

WHEREAS, pursuant to a Loan Purchase Agreement (the “Loan Purchase Agreement”), California Community Reinvestment Corporation, a California nonprofit public benefit corporation (“CCRC”) is expected, on satisfaction of certain conditions, to provide funds to convert the construction-phase loan to the permanent-phase loan for the Project (“Conversion”); and

WHEREAS, at Conversion, (i) the Bond will be tendered for purchase and purchased with funds held by the Trustee in the collateral fund, (ii) the Bond will be resized to the permanent-phase amount (as determined by CCRC at Conversion), (iii) the Bond will be converted to a Multifamily Housing Revenue Note (West Los Angeles VA Campus Building 402 Apartments) 2022 Series F (the “Governmental Lender Note” and to describe the Governmental Lender Note or the Bond, whichever may be outstanding from time to time, the “Obligation”) and purchased by CCRC, (iv) the Indenture and the Loan Agreement will be superseded by a Funding Loan Agreement (the “Funding Loan Agreement”) among CCRC, as funding lender, the LACDA, as governmental lender, and the U.S. Bank Trust Company, National Association, as fiscal agent (the “Fiscal Agent”) and a Borrower Loan Agreement (the “Borrower Loan Agreement”) among the LACDA, the Fiscal Agent, and the Borrower, respectively, (v) the purchase price paid by CCRC for the Governmental Lender Note, together with other available funds, will be used to repay the Construction Loan, and all security related to the Construction Loan will be released or assigned to CCRC; and

WHEREAS, pursuant to Section 5852.1 of the California Government Code, this Board has received the following information as a good faith estimate of the cost of the Project financing and the LACDA has disclosed such information in accordance with Section 5852.1 of the California Government Code: (a) the true interest cost of the Obligation; (b) the finance charge of the Obligation, including all third party expenses; (c) the amount of proceeds received by the LACDA for the sale of the Obligation less the finance charge of the Obligation and any reserves or capitalized interest paid or funded with proceeds of the Bond; and (d) the total payment amount; and

WHEREAS, it appears that each of the documents and instruments above referred to which are now before this meeting is in appropriate form and is an appropriate instrument to be executed and delivered for the purposes intended.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Commissioners of the Los Angeles County Development Authority, as follows:

1. It is hereby found and determined that it is necessary and desirable for the LACDA to provide financing for the Project through the issuance and delivery of the Obligation in order to assist in the acquisition, construction, rehabilitation and development of the type of dwelling units provided by the Project.
2. For the purpose of raising moneys with which to effectuate financing for the Project, the LACDA hereby determines to issue the Obligation of the LACDA to be

designated as “Los Angeles County Development Authority Multifamily Housing Revenue Bond (West Los Angeles VA Campus Building 402 Apartments), 2022 Series F” or “Los Angeles County Development Authority Multifamily Housing Revenue Note (West Los Angeles VA Campus Building 402 Apartments), 2022 Series F,” as applicable (or such other name or series designation as may be designated by officers or agents of the LACDA), in one or more series or subseries, each with an appropriate series designation, in an aggregate maximum principal amount not to exceed \$33,755,000. The Obligation shall bear interest at the interest rates set forth in or in accordance with the Indenture or the Funding Loan Agreement, as applicable, maturing as provided in the respective Indenture or the Funding Loan Agreement, as applicable, but not later than 40 years from the date of issue. The Bond shall be in substantially the form set forth in the Indenture, with such appropriate variations, omissions, insertions and provisions as are permitted or required by the Indenture, which shall be appropriately completed when the Bond is prepared. The Governmental Lender Note shall be in substantially the form set forth in the Funding Loan Agreement, with such appropriate variations, omissions, insertions and provisions as are permitted or required by the Funding Loan Agreement, which shall be appropriately completed when the Governmental Lender Note is prepared.

The Obligation shall be a limited obligation of the LACDA payable solely from the revenues, receipts and other moneys pledged therefor under the Indenture or the Funding Loan Agreement, as applicable.

The Obligation shall be executed on behalf of the LACDA by the manual or facsimile signature of the Chair of this Board or the Executive Director of the LACDA.

3. The proposed form of Indenture providing for the issuance of the Bond, in the form presented to this meeting, is hereby approved. The proposed form of Funding Loan Agreement providing for the issuance of the Governmental Lender Note, in the form presented to this meeting, is hereby approved. The Chair of this Board and the Executive Director of the LACDA or his designee are each hereby authorized and directed, for and in the name and on behalf of the LACDA, to execute and deliver the Indenture, in substantially said form, with such additions thereto or changes therein as such officer may approve or recommend upon consultation with counsel to the LACDA and Bond Counsel to the LACDA (provided that such additions or changes shall not authorize an aggregate principal amount of the Bond in excess of the amount stated above or result in an initial interest rate on the Bond in excess of 9%), the approval of such additions or changes to be evidenced conclusively by the execution and delivery of the Indenture. At Conversion, the Chair of this Board and the Executive Director of the LACDA or his designee are each hereby authorized and directed, for and in the name and on behalf of the LACDA, to execute and deliver the Funding Loan Agreement, in substantially said form, with such additions thereto or changes therein as such officer may approve or recommend upon consultation with counsel to the LACDA and Bond Counsel to the LACDA (provided that such additions or changes shall not authorize an aggregate principal amount of the Governmental Lender Note in excess of the amount stated above or result in an initial interest rate on the Governmental Lender Note in excess of 9%), the approval of such additions or changes to be evidenced conclusively by the execution and delivery of the Funding Loan Agreement. The proposed forms of the Bond and the Governmental Lender

Note, as set forth in the Indenture and the Funding Loan Agreement, respectively, are hereby approved, and the Chair of the Board and Executive Director of the LACDA or his designee are hereby authorized and directed to execute, by manual or facsimile signatures of such officers, and, if deemed necessary or desirable, the Trustee is hereby authorized and directed to authenticate, by manual signatures of one or more authorized officers of the Trustee, the Bond in substantially such form, and the LACDA or the Trustee, as applicable, is hereby authorized and directed to sell and deliver such Bond to the Underwriter in accordance with the Indenture. At Conversion, the Chair of the Board and Executive Director of the LACDA or his designee are hereby authorized and directed to execute, by manual or facsimile signatures of such officers, and, if deemed necessary or desirable, the Fiscal Agent is hereby authorized and directed to authenticate, by manual signatures of one or more authorized officers of the Fiscal Agent, the Governmental Lender Note in substantially such form, and the LACDA or the Fiscal Agent, as applicable, is hereby authorized and directed to deliver the Governmental Lender Note to the purchaser thereof, which shall be CCRC, or an affiliate thereof, in accordance with the Funding Loan Agreement. The date, maturity date, interest rate or rates, interest payment dates, denominations, form, registration privileges, manner of execution, place of payment, terms of redemption and other terms of the Obligation shall be as provided in the Indenture or the Funding Loan Agreement, each as finally executed and applicable; provided, however, that the principal amount of the Obligation shall not exceed \$33,755,000.

4. The proposed form of Loan Agreement, in the form presented to this meeting, is hereby approved. The proposed form of Borrower Loan Agreement, in the form presented to this meeting, is hereby approved. The Chair of this Board and the Executive Director of the LACDA or his designee are each hereby authorized and directed, for and in the name and on behalf of the LACDA, to execute and deliver the Loan Agreement, with such additions or changes in said document as such officer may recommend or approve upon consultation with counsel to the LACDA and Bond Counsel to the LACDA, the approval of such additions or changes to be evidenced conclusively by the execution and delivery of the Loan Agreement. At Conversion, the Chair of this Board and the Executive Director of the LACDA or his designee are each hereby authorized and directed, for and in the name and on behalf of the LACDA, to execute and deliver the Borrower Loan Agreement, with such additions or changes in said document as such officer may recommend or approve upon consultation with counsel to the LACDA and Bond Counsel to the LACDA, the approval of such additions or changes to be evidenced conclusively by the execution and delivery of the Borrower Loan Agreement.

5. The proposed form of Regulatory Agreement and Declaration of Restrictive Covenants (the "Regulatory Agreement") in the form presented to this meeting, is hereby approved. The Chair of this Board and the Executive Director of the LACDA or his designee are each hereby authorized and directed, for and in the name and on behalf of the LACDA, to execute and deliver the Regulatory Agreement, with such additions or changes in said document as such officer may recommend or approve upon consultation with counsel to the LACDA and Bond Counsel to the LACDA, the approval of such additions or changes to be evidenced conclusively by the execution and delivery of the Regulatory Agreement.

6. The proposed form of Bond Purchase Agreement, in substantially the form presented to this meeting, is hereby approved. The Chair of this Board and the Executive Director of the LACDA or his designee are each hereby authorized and directed, for and in the name and on behalf of the LACDA, to execute and deliver the Bond Purchase Agreement, with such additions or changes in said document as such officer may recommend or approve upon consultation with counsel to the LACDA and Bond Counsel to the LACDA, the approval of such additions or changes to be evidenced conclusively by the execution and delivery of the Bond Purchase Agreement.

7. The proposed form of Official Statement (the "Official Statement"), in substantially the form presented to this meeting, is hereby approved. This Board hereby approves and authorizes the use and distribution by the Underwriter of a Preliminary Official Statement and/or an Official Statement in substantially such form to prospective purchasers of the Bond. The Chair of this Board and the Executive Director of the LACDA or his designee are each hereby authorized and directed, for and in the name and on behalf of the LACDA, to execute and deliver, at the time of the sale of the Bond, the Official Statement, with such additions or changes in said document as such officer may recommend or approve upon consultation with counsel to the LACDA and Bond Counsel to the LACDA, the approval of such additions or changes to be evidenced conclusively by the execution and delivery of the Official Statement.

8. The proposed form of Loan Purchase Agreement, in substantially final form presented to this meeting, is hereby approved. This Chair of this Board and the Executive Director of the LACDA or his designee are each hereby authorized and directed, for and in the name and on behalf of the LACDA, to execute and deliver the Loan Purchase Agreement, with such additions or changes in said document as such officer may recommend or approve upon consultation with counsel to the LACDA and Bond Counsel to the LACDA, the approval of such additions or changes to be evidenced conclusively by the execution and delivery of the Loan Purchase Agreement.

9. All consents, approvals, notices, orders, requests and other actions permitted or required by any of the documents authorized by this resolution, whether before or after the issuance of the Obligation, including without limitation any of the foregoing which may be necessary or desirable in connection with any default under or amendment of such documents, any transfer or other disposition of the Project or any redemption of the Obligation, may be given or taken by the Administrator without further authorization by this Board, and the Administrator is hereby authorized and directed to give any such consent, approval, notice, order or request and to take any such action which such officer may deem necessary or desirable to further the purposes of this resolution, including executing and delivering the Funding Loan Agreement and the Borrower Loan Agreement approved herein to be effective on the Conversion Date and any additional documents required for tax compliance in connection therewith.

10. All actions heretofore taken by the officers and agents of the LACDA with respect to the sale, issuance and delivery of the Obligation are hereby approved, confirmed and ratified, and the proper officers of the LACDA are hereby authorized and directed, for and in the name and on behalf of the LACDA to do any and all things and take any and all

actions and execute and deliver any and all certificates, agreements and other documents, including but not limited to those described in the Indenture, the Funding Loan Agreement, and the other documents herein approved, which they, or any of them, may deem necessary or advisable in order to consummate the lawful issuance and delivery of the Obligation and to effectuate the purposes thereof and of the documents herein approved in accordance with this resolution and resolutions heretofore adopted by the LACDA.

11. All resolutions or parts thereto in conflict herewith are, to the extent of such conflict, hereby repealed.

12. This resolution shall take effect upon its adoption.

PASSED AND ADOPTED by the Board of Commissioners of the Los Angeles County Development Authority, State of California, this ____ day of _____, 2022, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

By: _____
Chair of the Board of Commissioners

ATTEST:

CELIA ZAVALA
Executive Officer
of the Board of Commissioners

By: _____
Deputy

APPROVED AS TO FORM:

DAWYN R. HARRISON,
Acting County Counsel

By: Behnaz Tashakorian
Deputy

BOARD LETTER/MEMO CLUSTER FACT SHEET

☒ Board Letter

☐ Board Memo

☐ Other

CLUSTER AGENDA REVIEW DATE	10/12/2022		
BOARD MEETING DATE	11/1/2022		
SUPERVISORIAL DISTRICT AFFECTED	<input checked="" type="checkbox"/> All <input checked="" type="checkbox"/> 1 st <input type="checkbox"/> 2 nd <input type="checkbox"/> 3 rd <input type="checkbox"/> 4 th <input type="checkbox"/> 5 th		
DEPARTMENT(S)	Los Angeles County Development Authority (LACDA)		
SUBJECT	CONTRACT FOR SB 721 BALCONY AND DECK INSPECTION SERVICES		
PROGRAM	Public Housing		
AUTHORIZES DELEGATED AUTHORITY TO DEPT	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
SOLE SOURCE CONTRACT	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain why:		
DEADLINES/ TIME CONSTRAINTS	N/A		
COST & FUNDING	Total cost: \$478,371	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 Fiscal Year 2022-2023 budget	
	TERMS (if applicable): One-year term, may be extended up to two more years at no additional cost		
	Explanation:		
PURPOSE OF REQUEST	The purpose of this request is to approve aContract with Pacific InterWest to provide Senate Bill No. 721 (SB 721) Balcony and Deck Inspection Services at facilities owned, leased or managed by the Los Angeles County Development Authority (LACDA) located throughout the County. The LACDA has 18 housing and affordable housing sites that require SB 721 Balcony and Deck Inspection Services. Services include, but are not limited to, pre-inspection services, inspection services, and post inspection services for balconies and decks in compliance with SB 721.		
BACKGROUND (include internal/external issues that may exist including any related motions)	SB 721 requires that specific exterior elevated elements (EEEs) at buildings with three or more multifamily dwelling units be inspected no later than January 1, 2025, with certain exceptions, and requires subsequent inspections every six years. EEEs include structures such as decks, balconies, stairways, and similar elements. Inspections will determine that EEEs and their associated waterproofing elements are in a generally safe condition, adequate working order, and free from any hazardous condition caused by fungus, deterioration, decay, or improper alternation to the extent that the life, limb, health, property, safety, or welfare of the public or the occupants is not endangered.		
EQUITY INDEX OR LENS WAS UTILIZED	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain how:		
SUPPORTS ONE OF THE NINE BOARD PRIORITIES	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please state which one(s) and explain how:		
DEPARTMENTAL CONTACTS	Name, Title, Phone # & Email: Twima Earley, Director of Housing Operations, (626) 586-1900, Twima.Earley@lacda.org		

November 1, 2022

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

Dear Commissioners:

**APPROVE CONTRACT FOR SB 721 BALCONY AND DECK INSPECTION
SERVICES
(ALL DISTRICTS) (3 VOTE)**

SUBJECT

This letter requests approval of a Contract with Pacific InterWest to provide Senate Bill No. 721 (SB 721) Balcony and Deck Inspection Services at facilities owned, leased or managed by the Los Angeles County Development Authority (LACDA) located throughout the County of Los Angeles.

IT IS RECOMMENDED THAT THE BOARD:

1. Find that the approval of the SB 721 Balcony and Deck Inspection Services Contract is exempt from the California Environmental Quality Act (CEQA), for the reasons stated in this Board letter and the record of the project.
2. Authorize the Executive Director or his designee to execute a three-year Contract with Pacific InterWest for SB 721 Balcony and Deck Inspection Services for various LACDA public and affordable housing developments, for a not-to-exceed Contract amount of \$478,371, using 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.

3. Authorize the Executive Director or his designee to amend the Contract to extend the term for a maximum of two additional years at no additional cost.
4. Authorize the Executive Director or his designee to amend the Contract to increase the original Contract amount by up to \$47,837 (10%) for any unforeseen services associated with the Contract, using the same source of funds.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

On September 17, 2018, the Governor of California approved Senate Bill No. 721 which requires that specific exterior elevated elements (EEEs) at buildings with three or more multifamily dwelling units be inspected no later than January 1, 2025, with certain exceptions, and requires subsequent inspections every six years. EEEs include structures such as decks, balconies, stairways, and similar elements. The purpose of the SB 721 inspections is to determine that EEEs and their associated waterproofing elements are in a generally safe condition, adequate working order, and free from any hazardous condition caused by fungus, deterioration, decay, or improper alteration to the extent that the life, limb, health, property, safety, or welfare of the public or the occupants is not endangered.

The LACDA has 18 housing and affordable housing sites that require SB 721 Balcony and Deck Inspection Services. Services include, but are not limited to, pre-inspection services, inspection services, and post inspection services for balconies and decks in compliance with SB 721.

The recommended action will find that the SB 721 Balcony and Deck Inspection Services proposed under this Contract are exempt from the provisions of CEQA, approve the proposed Contract, and authorize the Executive Director or his designee to execute a Contract with the most qualified firm to provide balcony and deck inspection services and other related services.

FISCAL IMPACT/FINANCING

There is no impact on the County general fund. The LACDA will fund the Contract with Pacific InterWest with up to \$478,371 in CFP funds allocated by HUD and included in the LACDA's approved Fiscal Year 2022-2023 budget.

The cost for the first three years of services will be up to \$478,371 included in the LACDA's approved Fiscal Year 2022-2023 budget through the annual budget approval process, and to be included in future budgets through the LACDA's annual budget approval process. The Contract may be extended by up to two additional years at no additional cost.

A 10% contingency in the amount of up to \$47,837 is also being set aside for any unforeseen costs, using the same source of funds described above. The maximum total cost for all three years, including contingency, is \$526,208.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The services are being federally and state funded and are not subject to the requirements of the Greater Avenues for Independence (GAIN) Program or the General Relief Opportunity for Work (GROW) Program implemented by the County of Los Angeles. Instead, Pacific InterWest will 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 HUD assistance be directed to low- and very low-income persons, particularly to persons who are recipients of HUD housing assistance. Pacific InterWest will also comply with the LACDA Living Wage Program, which requires the current Living Wage Program Rate payments to employees for SB 721 Balcony and Deck Inspection Services.

The Contract has been approved as to form by County Counsel and will be effective upon Board approval and execution by all parties.

ENVIRONMENTAL DOCUMENTATION

This action is exempt from the provisions of the National Environmental Policy Act pursuant to 24 Code of Federal Regulations, Part 58, Section 58.34 (a)(5) because it involves inspection services activities that will not have a physical impact or result in any physical changes to the environment. The action is exempt from the provisions of CEQA pursuant to State CEQA Guidelines section 15309 because it involves inspection activities that do not have the potential for causing a significant effect on the environment.

CONTRACTING PROCESS

On December 9, 2021, Request For Statement of Qualifications (RFSQ) process was initiated to identify vendors to provide SB 721 Balcony and Deck Inspection Services for the LACDA. Notices were emailed to vendors from the LACDA vendor list. An announcement was also posted on the County's WebVen and LACDA websites, and 49 vendors downloaded the solicitation package.

On December 28, 2021, one Statement of Qualifications was received in response to the RFSQ. Immediately following the submittal deadline, a selection panel of LACDA staff began independent evaluations of the RFSQ proposal. The evaluation was based on experience and personnel qualifications, without regard to price. Pacific InterWest was determined to be qualified and was invited to submit a fee proposal for the contract and enter negotiations with the LACDA. This resulted in a total negotiated not-to-exceed fee of \$478,371 for the proposed contract, which the LACDA has determined is fair and reasonable.

The Summary of Outreach Activities is provided as Attachment A.

IMPACT ON CURRENT PROGRAMS

The proposed Contract will provide necessary SB 721 Balcony and Deck Inspection Services for the LACDA public and affordable housing developments located throughout the County of Los Angeles and continue to provide residents with decent and safe living conditions.

Respectfully submitted,

EMILIO SALAS
Executive Director

Enclosures

ATTACHMENT A

Summary of Outreach Activities

SB 721 Balcony and Deck Inspection Services

On December 9, 2021, the following outreach was initiated to identify SB 721 Balcony and Deck Inspection Service contractors for the LACDA.

A. Announcement

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

B. Distribution of Notices

The LACDA's vendor list was used to e-mail notices to 1663 vendors to visit the LACDA's website and download the solicitation package. In addition, vendors on the County's Webven were directed to download the solicitation package from the LACDA website. As a result of the outreach, 49 RFSQ packages were downloaded from the LACDA website.

C. RFSQs Proposals

On December 28, 2021, one firm submitted a proposal in response to the RFSQ, and identified themselves as non-minority-owned business.

D. Interview Process

On January 4, 2022, a selection panel of LACDA staff began independent evaluations of the RFSQ proposal. The evaluation was based on experience and personnel qualifications, without regard to price. A three-member Evaluation Committee evaluated the Qualifications, Work Plan, and any other optional measurement standards. Evaluation Committee members provided comprehensive written comments on the evaluation scoring sheets to justify each evaluation component score. Pacific InterWest was determined to be qualified and was invited to submit a fee proposal for the contract and enter negotiations with the LACDA. This resulted in a total negotiated not-to-exceed fee of \$478,371.00 for the proposed contract, which the LACDA has determined is fair and reasonable.

E. Minority/Female Participation – Selected Firm

<u>Name</u>	<u>Ownership/Certification</u>	<u>Employees</u>
Pacific InterWest	Non-Minority	Total: 85

The LACDA conducts ongoing outreach to encourage participation by minorities and women in the contract award process, including, providing information at local and national conferences, expos and vendor fairs, and mailing information to associations representing minorities and women. The above information has been voluntarily provided to the LACDA.

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

BOARD LETTER/MEMO CLUSTER FACT SHEET

☒ Board Letter

☐ Board Memo

☐ Other

CLUSTER AGENDA REVIEW DATE	10/12/2022	
BOARD MEETING DATE	11/1/2022	
SUPERVISORIAL DISTRICT AFFECTED	<input checked="" type="checkbox"/> All <input type="checkbox"/> 1 st <input type="checkbox"/> 2 nd <input type="checkbox"/> 3 rd <input type="checkbox"/> 4 th <input type="checkbox"/> 5 th	
DEPARTMENT(S)	LA County Library	
SUBJECT	Delegate Authority to County Librarian to Execute No-Cost Partnership Agreements	
PROGRAM		
AUTHORIZES DELEGATED AUTHORITY TO DEPT	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
SOLE SOURCE CONTRACT	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain why:	
DEADLINES/ TIME CONSTRAINTS		
COST & FUNDING	Total cost: N/A	Funding source: N/A
	TERMS (if applicable): Delegated authority is for three years and the term of each agreement is no greater than one-year, with semiannual reporting to the Board of Supervisors (Board) and Chief Executive Office (CEO) of executed agreements.	
	Explanation:	
PURPOSE OF REQUEST	Authorize and delegate authority for three years to the County Librarian, or designee, to negotiate, execute, and if necessary, amend or terminate agreements with a term no greater than one-year, to partner with public or private entities, in support of the Library's mission, with no-cost to the County, approved as to form by County Counsel, and prior notification to the CEO; and direct the County Librarian to report on a semiannual basis, to the Board and the CEO, the agreements executed under this agreement.	
BACKGROUND (include internal/external issues that may exist including any related motions)	On November 26, 2019, the Board approved a motion by Supervisor Hahn delegating authority for three years to the County Librarian, or designee, to negotiate, execute, and if necessary, amend or terminate agreements with a term no greater than one-year, to partner with public or private entities, in support of the Library's mission, with no-cost to the County; and directing the County Librarian to report, on a semiannual basis, to the Board and the CEO the agreements executed under this delegated authority. Since the approval of this motion, the Library has executed at least fifteen (15) no-cost partnership agreements. The delegated authority will expire on November 26, 2022.	
EQUITY INDEX OR LENS WAS UTILIZED	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain how:	
SUPPORTS ONE OF THE NINE BOARD PRIORITIES	<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 recommended actions supports the vision of making the County more livable, economically stronger, more equitable, and more resilient, by	

	providing access to resources that promote health, literacy, culture, entertainment, arts, and music through partnerships with other entities.
DEPARTMENTAL CONTACTS	Name, Title, Phone # & Email: Grace Reyes (Library), Administrative Deputy, (562) 940-8406, greyes@library.lacounty.gov

November 1, 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 COUNTY LIBRARIAN TO EXECUTE
NO-COST PARTNERSHIP AGREEMENTS
(ALL SUPERVISORIAL DISTRICTS) (3 VOTES)**

SUBJECT

Delegate authority to the County Librarian to negotiate and execute one-year no-cost partnership agreements with public and private entities, in support of LA County Library's (Library) mission.

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. Authorize and delegate authority for three years to the County Librarian, or designee, to negotiate, execute, and if necessary, amend or terminate agreements with a term no greater than one-year, to partner with public or private entities, in support of the Library's mission, with no-cost to the County, approved as to form by County Counsel, and prior notification to the Chief Executive Office (CEO).
3. Direct the County Librarian to report on a semiannual basis, to the Board of Supervisors (Board) and the CEO, the agreements executed under this delegated authority.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

As trusted centers of the community, libraries are in a unique position to attract potential

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

partners and collaborate with organizations serving a common goal to provide resources and benefits to library patrons. With a diminishing library operating budget and increased demand for services, partnerships are essential to meeting community needs, and to sustaining an active and engaging environment for libraries.

On November 26, 2019, the Board approved a motion by Supervisor Hahn delegating authority for three years to the County Librarian, or designee, to negotiate, execute, and if necessary, amend or terminate agreements with a term no greater than one-year, to partner with public or private entities, in support of the Library's mission, with no-cost to the County; and directing the County Librarian to report, on a semiannual basis, to the Board and the CEO the agreements executed under this delegated authority.

Since the approval of this motion, the Library has executed at least fifteen (15) no-cost partnership agreements, including, but not limited to, the following:

- California State University, Dominguez Hills to place university students as virtual volunteers for Library's Reading Buddy Program.
- Growing Great, Inc., a non-profit organization, to offer virtual programs in English and Spanish teaching healthy food choices and gardening.
- LA County Museum of Art to provide virtual art workshops in support of Library's 'Creative Storytelling Workshops' and a second agreement to provide free in-person art-making workshops at AC Bilbrew and Compton Libraries.
- Los Angeles Regional Food Bank to provide 'Grab and Go' meals at 20 libraries.
- Boys and Girls Club of Malibu for Library staff to provide a librarian for story time sessions for summer camp and a second agreement to provide after school reading programs in the fall.
- PBS SoCal to provide quarterly on-site or virtual events for families; renewed following the expiration of the first agreement.
- Symphonic Jazz Orchestra to film virtual music lessons for the Library to host on its YouTube site.
- Art Trek, Inc. to provide a minimum of 80 art kits to Westlake Village Library for children, age 5-12.
- LA Centers for Alcohol and Drug Abuse for on-site substance abuse prevention programs.

The authority granted under this motion allowed Library to expand its programming in support of its communities, both during and after the peaks of the COVID-19 Pandemic, without impacting its operating budget. Approval of the recommended actions will allow the Library, and its patrons, to benefit from additional partnerships with local organizations that share a mutual interest in supporting its communities.

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 introducing communities to organizations, outside of the Library, that promote health, literacy, culture, entertainment, arts, and music, and by extending the reach of services and programs available to the communities.

FISCAL IMPACT/FINANCING

The authority delegated to the County Librarian authorizes the execution of agreements at no cost to the County. Approval of these actions will have no impact on the Library's Operating Budget and do not commit the Library to provide ongoing services.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The approval delegated to the County Library on November 26, 2019, was for a period of 3 years and expires on November 26, 2022. Since the approval of this motion, the Library has executed at least fifteen (15) no-cost partnership agreements. The authority granted under this motion allowed Library to expand its programming in support of its communities, both during and after the peaks of the COVID-19 Pandemic, without impacting its operating budget.

Approval of the recommended actions will allow the Library, and its patrons, to benefit from additional partnerships with local organizations that share a mutual interest in supporting its communities.

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

Approval of the delegated authority for no-cost partnership agreements will allow the Library to continue to provide an opportunity to expose the communities to programming and events that promote health, literacy, culture, entertainment, arts, and music.

Honorable Board of Supervisors
November 1, 2022
Page 4

CONCLUSION

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

Respectfully submitted,

SKYE PATRICK
County Librarian

SP:YDR:GR:EM

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

BOARD LETTER/MEMO CLUSTER FACT SHEET

☒ Board Letter

☐ Board Memo

☐ Other

CLUSTER AGENDA REVIEW DATE	10/12/2022	
BOARD MEETING DATE	11/1/2022	
SUPERVISORIAL DISTRICT AFFECTED	<input checked="" type="checkbox"/> All <input type="checkbox"/> 1 st <input type="checkbox"/> 2 nd <input type="checkbox"/> 3 rd <input type="checkbox"/> 4 th <input type="checkbox"/> 5 th	
DEPARTMENT(S)	LA County Library	
SUBJECT	Accept a Grant Award of \$75,000 from the California State Library for Programs and Services for Transition Age Youth (TAY) and Non-Minor Dependent (NMD) and Delegate Authority to the County Librarian to Accept Grants in Support of TAY and NMD Programs and Services	
PROGRAM	Programs and Services for Transition Age Youth and Non-Minor Dependents	
AUTHORIZES DELEGATED AUTHORITY TO DEPT	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
SOLE SOURCE CONTRACT	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
	If Yes, please explain why:	
DEADLINES/ TIME CONSTRAINTS		
COST & FUNDING	Total cost: \$75,000	Funding source: California State Library
	TERMS (if applicable): The grant period is from June 1, 2022 through June 30, 2023	
	Explanation:	
PURPOSE OF REQUEST	Accept grant funding of \$75,000 from the California State Library for programs and services for Transition Age Youth and Non-Minor Dependents; authorize the County Librarian to execute documents, agreements or amendments associated with the acceptance and use of the grant; and delegate authority to the County Librarian to accept grants in support of TAY and NMD programs and services.	
BACKGROUND (include internal/external issues that may exist including any related motions)	As Transition Age Youth (TAY) and Non-Minor Dependents (NMD) begin to age out of the foster care system it is evident the need for programs and services to support their socio-economic development. LA County Library currently has teen and adult life skills programs and services to help individuals become self-sufficient. Acceptance of the grant will allow the Library to modify its current programs and services, to customize them to the needs of TAY and NMD.	
EQUITY INDEX OR LENS WAS UTILIZED	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain how:	
SUPPORTS ONE OF THE NINE BOARD PRIORITIES	<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 providing programs and services to engage TAY and NMD populations and by providing access to resources that promote and support education and economic stability.	

DEPARTMENTAL CONTACTS	Name, Title, Phone # & Email: Grace Reyes (Library), Administrative Deputy, (562) 940-8406, greyes@library.lacounty.gov
----------------------------------	--

November 1, 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:

**ACCEPT A GRANT AWARD OF \$75,000 FROM THE CALIFORNIA STATE LIBRARY
FOR PROGRAMS AND SERVICES FOR TRANSITION AGE YOUTH (TAY) AND
NON-MINOR DEPENDENTS (NMD) AND DELEGATE AUTHORITY TO THE COUNTY
LIBRARIAN TO ACCEPT GRANTS IN SUPPORT OF TAY AND NMD PROGRAMS
AND SERVICES
(ALL SUPERVISORIAL DISTRICTS) (3 VOTES)**

SUBJECT

LA County Library (Library) is recommending that the Board of Supervisors accept a grant award of \$75,000 from the California State Library (CSL), funded by the Library Services and Technology Act (LSTA), for programs and services for Transition Age Youth (TAY) and Non-Minor Dependents (NMD) and delegate authority to the County Librarian to accept future grants for TAY and NMD programs and services.

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. Accept grant funding of \$75,000 from the California State Library for Library programs and services for TAY and NMD.

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

3. Delegate authority to the County Librarian, or her designee, to execute documents, agreements or amendments associated with the acceptance and use of the grant. County Counsel approved as to form.
4. Delegate authority to the County Librarian, or her designee, to accept and execute grants and awards from the California State Library, federal, State, and other public and private agencies in support of programs and services for TAY and NMD, subject to review and approval to Board offices and the Chief Executive Office. County Counsel approved as to form.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

According to data from the Los Angeles County Department of Child and Family Services, there are over 20% TAY and NMDs in foster care, making evident the need for services to support these populations. With its 86 library locations spanning over 3,000 square miles, LA County Library is dedicated to reducing barriers and increasing equitable access to all by designing services and programs that address the needs of the diverse communities it serves. Approval of the recommend actions will allow the Library to customize programs and services specific to the needs of the TAY and NMD populations to help support their socio-economic development.

The Library currently offers programs and services for teens and adults including in-person and virtual programming that focuses on independent living, work readiness, and career development skills, as well as related books and materials, access to the internet, and specialized support. The Library will identify the needs of the TAY and NMD populations through participant feedback, community outreach, stakeholder input, and collaborations with the Los Angeles County Youth Commission, and will modify existing programs accordingly, tailoring them to these populations.

Approval of the recommended actions will also allow the County Librarian to accept and execute current and future grants and awards from the California State Library, federal, State, and other public and private agencies, allowing the Library to meet time-sensitive grant requirements to fully utilize grant funds efficiently in support of programs and services for TAY and NMD. The recommended actions will also streamline operations; ensure rapid implementation of the grants requirements; and reduce the amount of time required to implement TAY and NMD programs for the benefit of the residents of Los Angeles County.

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 providing programs and services to engage TAY and NMD populations and by providing access to resources that promote and support education and economic stability.

FISCAL IMPACT/FINANCING

The total grant award of \$75,000 is funded by the LSTA. There is no match requirement however, the Library will contribute staff time and existing resources to supplement program needs.

The grant period is from June 1, 2022 through June 30, 2023. The grant award will be used to fund staff and purchase the necessary supplies and materials for programs and services for TAY and NMD. LA County Library's existing Fiscal Year 2022-23 Operating Budget has the appropriation to cover grant expenditures. Upon expiration of the grant funding, the Library is not obligated to continue with the programs, and will eliminate or reduce, as appropriate, positions and/or program costs funded by the grant.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

After applying for the LSTA grant the Library was selected to receive a grant in the amount of \$75,000.

County policy requires grants submission to the Board of Supervisors for acceptance. A Grant Management statement is not required for this grant because the grant amount is under \$100,000.

ENVIRONMENTAL DOCUMENTATION

The recommended actions are not subject to the CEQA because they do not constitute a project according to Section 15378 of CEQA.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

This grant will enable the Library to develop programs and services focused on improving

the socioeconomic outcomes for TAY and NMD.

CONCLUSION

If there are any questions or there is a need for additional information, please contact Yolanda De Ramus, Chief Deputy, at (562) 940-8412.

Respectfully submitted,

Skye Patrick
County Librarian

SP:YDR:GR:EM

Attachment

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

BOARD LETTER/MEMO CLUSTER FACT SHEET

☒ Board Letter

☐ Board Memo

☐ Other

CLUSTER AGENDA REVIEW DATE	10/12/2022		
BOARD MEETING DATE	11/1/2022		
SUPERVISORIAL DISTRICT AFFECTED	<input checked="" type="checkbox"/> All <input type="checkbox"/> 1 st <input type="checkbox"/> 2 nd <input type="checkbox"/> 3 rd <input type="checkbox"/> 4 th <input type="checkbox"/> 5 th		
DEPARTMENT(S)	LA County Library		
SUBJECT	Approve the proposed contracts with Pride Industries One, Inc., and Lincoln Training Center to provide after-hours custodial and daytime disinfecting services at LA County Library facilities.		
PROGRAM	County Library		
AUTHORIZES DELEGATED AUTHORITY TO DEPT	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
SOLE SOURCE CONTRACT	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain why:		
DEADLINES/ TIME CONSTRAINTS	The current contracts will expire on November 30, 2022		
COST & FUNDING	Total cost: \$6,131,245.21 Area 1 \$7,381,783.60 Area 3 \$6,763,355.74 Area 4 \$6,250,576.13 Area 5 \$6,614,112.65 Area 6 \$6,489,268.12 Area 8 \$1,409,193.10 LHQ		Funding source: Funding for the annual contract sum of \$7,461,733.55 in year one for these contracts is included in the Library's Fiscal Year 2022-23 Operating Budget.
	TERMS (if applicable): Five (5) years and six (6) months		
	Explanation:		
PURPOSE OF REQUEST	Approve and instruct the Chair to sign four (4) contracts with Lincoln Training Center, two (2) for custodial services and two (2) for disinfecting services, for Library's Custodial Area 5 and Area 6, and ten (10) contracts with Pride Industries One, Inc., five (5) for custodial services and five (5) for disinfecting services, for Library's Custodial Area 1, Area 3, Area 4, Area 8 and Library Headquarters.		
BACKGROUND (include internal/external issues that may exist including any related motions)	<p>Pride Industries One, Inc., and Lincoln Training Center have provided Library facilities with after-hours custodial services through Board-approved contracts. In response to the COVID-19 pandemic, Library implemented a daytime disinfecting service through purchase orders. Library intends to continue with the daytime service through Board approved contracts.</p> <p>The current contracts with Pride Industries One, Inc., and Lincoln Training Center will expire on November 30, 2022. Approval of the recommended actions will allow Library to continue with after-hours custodial services and daytime disinfecting services for 82 library facilities.</p>		
EQUITY INDEX OR LENS WAS UTILIZED	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain how:		

SUPPORTS ONE OF THE NINE BOARD PRIORITIES	<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.
DEPARTMENTAL CONTACTS	Name, Title, Phone # & Email: Grace Reyes (Library), Administrative Deputy, (562) 940-8406, greyes@library.lacounty.gov

November 1, 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 AFTER-HOURS CUSTODIAL AND
DAYTIME DISINFECTING SERVICES FOR LA COUNTY LIBRARIES
(ALL SUPERVISORIAL DISTRICTS) (3 VOTES)**

SUBJECT

Approve the proposed contracts with Pride Industries One, Inc., and Lincoln Training Center to provide after-hours custodial and daytime disinfecting services at LA County Library facilities.

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 after-hours custodial and daytime disinfecting services at LA County Library facilities can be performed more economically by an independent contractor than by County employees.
3. Approve and instruct the Chair to sign two (2) contracts to provide custodial services and two (2) contracts to provide disinfecting services for Library's Custodial Area 5 and Area 6 with Lincoln Training Center, each for a maximum period of five (5) years and six (6) months for a total of \$12,864,688.78 for these contracts. The contracts will become effective upon your Board's approval or December 1, 2022, whichever is later.
4. Approve and instruct the Chair to sign five (5) contracts to provide custodial services and five (5) contracts to provide disinfecting services for Library's Custodial Area 1, Area 3, Area 4, Area 8 and Library Headquarters with Pride Industries One, Inc., each for a maximum period of five (5) years and six (6) months for a total of \$28,174,845.75 for these contracts. The contracts will

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

become effective upon your Board's approval or December 1, 2022, whichever is later.

5. Authorize and delegate authority to the County Librarian, or designee, to execute amendments to exercise renewal options, to increase or decrease the number or size of facilities or the days of service and to adjust the Contract Sum, accordingly.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Historically, Library provided daily after-hours custodial services through Board-approved contracts. The current contracts with Pride Industries One, Inc., and Lincoln Training Center will expire on November 30, 2022.

In response to the COVID-19 pandemic and the local public health guidelines, Library implemented a daytime disinfecting service through purchase orders. Library intends to continue this cleaning as an on-going service, and therefore is converting to a Board-approved contract.

Approval of the recommended actions will allow Library to continue to provide after-hours custodial and daytime disinfecting services for all the library facilities as detailed in Attachment A. The recommended actions are submitted based upon a finding that the services can be performed more economically by an independent contractor. The proposed contracts will become effective upon your Board's approval or December 1, 2022, whichever is later.

The total contract amounts for the five (5) years and six (6) months are detailed below:

Lincoln Training Center	Custodial Services	Disinfecting Services	Total
Area 5	\$4,231,360.32	\$2,019,215.81	\$6,250,576.13
Area 6	\$4,406,215.97	\$2,207,896.68	\$6,614,112.65
Sub-Total	\$8,637,576.29	\$4,227,112.49	\$12,864,688.78

Pride Industries One, Inc.			
Area 1	\$4,576,301.80	\$1,554,943.41	\$6,131,245.21
Area 3	\$5,109,413.03	\$2,272,370.56	\$7,381,783.60
Area 4	\$4,097,694.28	\$2,665,661.46	\$6,763,355.74
Area 8	\$4,198,089.19	\$2,291,178.92	\$6,489,268.12
Library Headquarters	\$1,084,064.65	\$325,128.45	\$1,409,193.10
Sub-Total	\$19,065,562.95	\$9,109,282.80	\$28,174,845.75

Grand Total	\$27,703,139.24	\$13,336,395.29	\$41,039,534.53
--------------------	------------------------	------------------------	------------------------

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.2.3, Prioritize Environmental Health Oversight and Monitoring, 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 providing a clean 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 contracts, the contractors will provide after-hour custodial services and daytime disinfecting services for a maximum term of five (5) years and six (6) months.

Funding for the annual contract sum of \$7,461,733.55 for these contracts is included in the Library's Fiscal Year 2022-23 Operating Budget, detailed below by contract:

Area # (Contractor)	Custodial Services	Disinfecting Services	Total
Area 1 (Pride)	\$ 832,054.87	\$ 282,716.98	\$ 1,114,771.86
Area 3 (Pride)	\$ 928,984.19	\$ 413,158.28	\$ 1,342,142.47
Area 4 (Pride)	\$ 745,035.32	\$ 484,665.72	\$ 1,229,701.04
Area 5 (Lincoln)	\$ 769,338.24	\$ 367,130.15	\$ 1,136,468.39
Area 6 (Lincoln)	\$ 801,130.18	\$ 401,435.76	\$ 1,202,565.94
Area 8 (Pride)	\$ 763,288.94	\$ 416,577.99	\$ 1,179,866.93
Headquarters (Pride)	\$ 197,102.66	\$ 59,114.26	\$ 256,216.93
Total	\$ 5,036,934.41	\$ 2,424,799.14	\$ 7,461,733.55

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

The recommended contractor's annual fee represents a cost savings over the estimated County cost (including start-up costs), to perform similar services for the first year, as detailed below, per contract:

Area # (Contractor)	% Savings Custodial	% Savings Disinfecting
Area 1 (Pride)	36%	28%
Area 3 (Pride)	34%	29%
Area 4 (Pride)	40%	28%
Area 5 (Lincoln)	42%	25%
Area 6 (Lincoln)	41%	19%
Area 8 (Pride)	36%	28%
Headquarters (Pride)	24%	17%

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.

Custodial services for Area 1, Area 3, Area 4, and Area 8, have been performed by Pride Industries One, Inc. since December 1, 2015, and the contracts will expire on November 30, 2022. Custodial services for Area 5, Area 6, and Library Headquarters, have been performed by Lincoln Training Center since December 1, 2015, and the contracts will expire on November 30, 2022.

Daytime disinfecting services for Area 1 and Area 8 have been performed by NMS Management Inc. since August 1, 2021. Daytime disinfecting services for Area 3, Area 4, Area 5, Area 6 have been performed by Dedicated Building Services, Inc. since August 1, 2021.

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 custodial and daytime disinfecting services. All requirements of County Code Section 2.121.380 have been met and there is no conflict of interest.

The proposed 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 contractors fully comply with the requirements of the Living Wage Program and the contractors have certified that they will comply with all terms, conditions, and requirements of the County's Living Wage Program and agree to pay 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 contractors were selected without regard to gender, race, color, creed, or national origin.

The proposed contracts contain a provision that requires the contractors 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 contracts. The recommended contractors further agree 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 Contractors are in compliance with all Board, Chief Executive Office, and County Counsel's requirements. Additionally, the contracts contain performance standards, including liquidated damages for substandard and/or non-performance.

The attached contracts (Attachment C) have been reviewed and approved as to form by County Counsel and will commence upon the Board's approval or December 1, 2022, whichever is later.

CONTRACTING PROCESS

On May 31, 2022, LA County Library released a Request for Proposal (RFP). The RFP was posted on the County's "Doing Business with Us" web site (Attachment D) and sent to 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 Times*, *Long Beach Press-Telegram*, *Excelsior*, and *San Gabriel Valley Tribune*.

On June 29, 2022, LA County Library received a total of sixteen proposals: two (2) for Area 1, three (3) for Area 3, two (2) for Area 4, three (3) for Area 5, three (3) for Area 6, two (2) for Area 8, and one (1) for Library Headquarters. The proposals from CM Simple Janitorial were disqualified for being non-responsive. Proposals from Pride Industries One, Inc, Dedicated Building Maintenance, Inc., and Lincoln Training Center 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. Proposer's past performance were also reviewed. All related evaluation materials and scoring documents were retained.

The recommended contractors, Pride Industries One, Inc., and Lincoln Training Center, met the minimum RFP requirements and their proposals were complete. The proposals demonstrated that the proposers have a good understanding of the scope of work to be performed, the complexity of the service requirements and possess verifiable experience providing the required services.

Though the proposals submitted by Pride Industries One, Inc., were the highest ranked for all areas, Library is exercising its option, under Sub-section 8.2 of the RFP, to recommend a proposer other than the proposer receiving the highest number of points.

In the best interests of the County, and to minimize the risk of a contractor's failure to perform, Library is electing to award the contracts for Areas 5 and 6 to the Lincoln Training Center, the second-highest ranked proposer.

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 contracts will allow Library to continue to provide after-hours custodial and daytime disinfecting services for all the library facilities.

CONCLUSION

Please return to LA County Library an adopted Board Letter and fully conformed contracts.

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

Respectfully submitted,

SKYE PATRICK
County Librarian

SP:YDR:GR:EM

Enclosures

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

BOARD LETTER/MEMO CLUSTER FACT SHEET

☒ Board Letter

☐ Board Memo

☐ Other

CLUSTER AGENDA REVIEW DATE	10/12/2022	
BOARD MEETING DATE	11/1/2022	
SUPERVISORIAL DISTRICT AFFECTED	<input type="checkbox"/> All <input checked="" type="checkbox"/> 1 st <input checked="" type="checkbox"/> 2 nd <input type="checkbox"/> 3 rd <input checked="" type="checkbox"/> 4 th <input checked="" type="checkbox"/> 5 th	
DEPARTMENT(S)	Department of Parks and Recreation	
SUBJECT	APPROVAL OF SECURITY SERVICES FOR CENTRAL AND NORTH REGIONS CONTRACTS	
PROGRAM	Prop A Service Contracts	
AUTHORIZES DELEGATED AUTHORITY TO DEPT	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
SOLE SOURCE CONTRACT	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
	If Yes, please explain why:	
DEADLINES/ TIME CONSTRAINTS	The current contract for the Security Services for Central Region expires November 30, 2022. The current contract for the Security Services for North Region expires January 31, 2023.	
COST & FUNDING	Total cost: combined \$651,508.56 for the first year and increase annually	Funding source: General Fund
	TERMS (if applicable): each Contract Three (3) years, with two (2) 1-year options, six (6) month-to-month extensions	
	Explanation:	
PURPOSE OF REQUEST	<p>Approval of the security services contracts (Contracts) (Attachments I, II) will enable the Department of Parks and Recreation (Department) to continue to maintain security services for the Central and North Regions using the services of private contractors. The private sector has been providing security services for the Central and North Regions since May 1990. This is part of the continuing effort on behalf of the Department to provide the possible service to the public to standardized conditions in a cost-effective manner.</p> <p>The Department's Proposition A cost analysis, using a methodology approved by the Auditor-Controller, shows that the security services can be performed more economically by an independent Contractor (Attachments III, IV). The proposed contracted services will enable the Department to continue to provide security services at the present service level, which will ensure the safety of Department buildings, equipment, and county employees upon expiration of the current term extension, resulting in continued savings to the County of Los Angeles.</p> <p>The commencement date for each Contract is indicated in the Potential Maximum Contract Costs (Attachment V). The current Contract at each Area/Facilities will expire at the end of the month prior to the commencement date of the new Contract.</p> <p>After an evaluation of the proposals received in response to a Request for Proposals (RFP) for security services, the Department has determined that the aforementioned Contractors are the most responsible proposers</p>	

BACKGROUND (include internal/external issues that may exist including any related motions)	<p>On January 26, 2022, the Department released an RFP for the security services for the Central and North Regions. The RFP was advertised in three local community newspapers: Baldwin Park Bulletin, Daily News, and Long Beach Press-Telegram. 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.</p> <p>On February 16, 2022, a virtual Mandatory Proposers Conference was held and attended by 13 vendors. In addition, the following mandatory site visits were conducted:</p> <ul style="list-style-type: none"> • East/ Regional HQ on February 16, 2022, and eight vendors participated; • South Agency HQ on February 17, 2022, and eight vendors participated; • William S. Hart Park on February 22, 2022, and eight vendors participated; and • Los Angeles County Arboretum on February 23, 2022, and seven vendors participated. <p>Proposals were due on Tuesday, March 22, 2022, by 2:00 P.M. PDT. The Department received five proposals from three 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. All five proposals met the minimum requirements of the RFP and 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%.</p> <p>Upon review and evaluation of the proposals submitted for the Central and North Regions, which are the two contracts being recommended for award under this Board letter, the Committee determined that the recommended Contractors were the most responsive and responsible proposers for the respective facility, ranking their proposals as the highest of the proposals evaluated. Each Contractor received the highest aggregate scores in categories evaluated by the Committee, including approach to contract requirements, experience and organizational resources, quality control plan, and Living Wage compliance, outperforming the other proposers.</p> <p>The Department received one request for debriefing from the non-selected proposer; there was no protest resulting from this solicitation.</p> <p>It should be noted that upon final analysis and award, each Contractor was selected without regard to gender, race, creed, or color (Attachment VI-Recommended Contractors' Community Business Enterprise).</p>
EQUITY INDEX OR LENS WAS UTILIZED	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain how:
SUPPORTS ONE OF THE NINE BOARD PRIORITIES	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please state which one(s) and explain how:
DEPARTMENTAL CONTACTS	Name, Title, Phone # & Email: Ruben Lopez, Chief of Contracts and Procurement Division, 626-588-5300, rlopez@parks.lacounty.gov Dennis Morelos, Contracts Section Head, 626-588-5260 dmorelos@parks.lacounty.gov



COUNTY OF LOS ANGELES
DEPARTMENT OF PARKS AND RECREATION
"Parks Make Life Better!"

Norma E. García-González, Director

Alina Bokde, Chief Deputy Director

November 1, 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 SECURITY SERVICES FOR
CENTRAL AND NORTH REGIONS CONTRACTS
(SUPERVISORIAL DISTRICTS 1, 2, 4, AND 5) (3-VOTES)**

SUBJECT

Approval of the recommended actions will allow the County of Los Angeles Department of Parks and Recreation to award two security services contracts for Central Region (South Headquarters, East/Regional Headquarters, the 72nd Street Corral and Equestrian Arena, and the Los Angeles County Arboretum and Botanic Garden, collectively known as the Central Region facilities) and North Region (William S. Hart Park and Placerita Canyon Park, collectively known as the North Region facilities) within the County of Los Angeles.

IT IS RECOMMENDED THAT THE BOARD:

1. Find that the proposed actions are not a project under the California Environmental Quality Act for the reasons stated in this Board letter and the record.
2. Find that the security services can be performed more economically by independent contractors than by County employees.

3. Approve and instruct the Chair to execute two contracts for security services for three years, with two one-year renewal options and an additional six month-to-month extension periods, if needed, for a total term of five years and six months, with Absolute Security International, Inc. for security services at the Central Region for a total maximum cost of \$527,503.76 for the first year commencing on December 1, 2022 upon Board approval, and increasing annually throughout the term of the contract, including the two one-year renewal options for a total maximum contract amount of \$3,717,168.95; and with Securitas Security USA, Inc. for security services at North Region for a total maximum cost of \$124,004.80 for the first year commencing on February 1, 2023 upon Board approval, and increasing annually throughout the term of the contract, including the two one-year renewal options for a total maximum contract amount of \$797,321.92.
4. Authorize the Director of Parks and Recreation, or her designee, to exercise two one-year contract renewal options for each 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 each 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 either 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 for each contract by up to ten percent in any year, including any renewal option period, for any additional or unforeseen services within the scope of each 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 these contracts.
7. Authorize the Director of Parks and Recreation, or her designee, to decrease the contract amount for each contract 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 security services contracts (Contracts) (Attachments I, II) will enable the Department of Parks and Recreation (Department) to continue to maintain security services for the Central and North Regions using the services of private contractors. The private sector has been providing security services for the Central and North Regions since May 1990. This is part of the continuing effort on behalf of the Department to provide the possible service to the public to standardized conditions in a cost-effective manner.

The Department's Proposition A cost analysis, using a methodology approved by the County of Los Angeles (County) Auditor-Controller, shows that the security services can be performed more economically by an independent contractor (Attachments III, IV). The proposed contracted services will enable the Department to continue to provide security services at the present service level, which will ensure the safety of Department buildings, equipment, and County employees upon expiration of the current term extension, resulting in continued savings to the County.

The commencement date for each Contract is indicated in the Potential Maximum Contract Costs (Attachment V). The current Contract at each Area/Facilities will expire at the end of the month prior to the commencement date of the new Contract.

After an evaluation of the proposals received in response to a Request for Proposals (RFP) for security services, the Department has determined that the aforementioned contractors are the most responsible proposers.

Implementation of Strategic Plan Goals

The recommended Contracts will promote and further the Board-approved Strategic Plan Goal III, Strategy III.3, Realize Tomorrow's Government Today, by pursuing operational effectiveness, fiscal responsibility, and accountability, by maximizing the effectiveness of security services, structure, operations, and strong fiscal management to support timely delivery of customer-oriented and efficient public services.

FISCAL IMPACT/FINANCING

The costs for each year and the potential maximum Contract costs for each recommended Contract are identified in Attachment V, Potential Maximum Contract Costs.

The Proposition A cost analysis indicates that the recommended Contracts can be performed more economically by the private sector. The total County cost to provide security services at Central Region, by County staff, would be \$918,981.73 annually. The recommended contractor's direct cost to perform similar services is \$527,503.76 for the initial one-year term and would then increase annually. This reflects a savings of \$391,477.97 for the initial year (Attachment III). The total County cost to provide security services at North Region, by County staff, would be \$158,824.70 annually. The recommended Contractor's direct cost to perform similar services is \$124,004.80, for the initial one-year term and would then increase annually. This reflects a savings of \$34,819.90 for the initial year (Attachment IV). Please note that the recommended Contracts will perform more economically by the private sector throughout the initial term and option years.

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 costs for Central Region will increase the current annual base cost by \$77,766.60, from \$449,737.16 to \$527,503.76, for the initial year and would increase annually; and the recommended Contract cost for North Region will increase the current annual base cost by \$55,544.28, from \$68,460.52 to \$124,004.80, for the initial year and would then increase annually. Due to the varying expiration date of each Contract, the total increase for both Contracts for FY 2022-23 is \$68,507.30 (Attachment VII, Recommended Contract Costs – 2022).

The Department will utilize existing resources to fund the prorated cost increase of \$68,507.30 in FY 2022-23. The Department will submit a funding request to the Chief Executive Office for an annual cost increase of \$133,310.88 beginning in FY 2023-24, as part of the annual budget process.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

In accordance with County policy, the Agreement contains a 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 January 26, 2022, the Department issued an RFP for security services for the Central and North Regions. Based on the results of the RFP, the Department is requesting award of Contract(s) to the following: Absolute Security International, Inc. for security services at the Central Region and Securitas Security USA, Inc. for security services at the North Region.

The recommended Contract term for each of the Contracts 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 each of the Contracts, as the work is presently contracted out.

The Department has evaluated and determined that each recommended Contractor fully complies with the requirements of the Living Wage Program, County Code Chapter 2.201, and have agreed to pay all employees providing these County services a living wage.

The Department, using a methodology approved by the Auditor-Controller, has calculated the cost-effectiveness of contracting for these services and has determined that these services continue to be more economically performed by an independent contractor than by County employees.

In addition, the award of each Contract fully complies with the mandatory Proposition A requirements contained in County Code Section 2.121.380. Award of the Contracts 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 citizens. No confidential information is involved in the performance of the Contracts; thus, award of the Contracts will not result in the unauthorized disclosure of confidential information.

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 any of the Contractors.

The Contracts contain, and the contractors have agreed to, the County's standard provisions, including consideration of hiring Gain/Grow participants, the Jury Service Program, the Defaulted Property Tax Reduction Program, the Safely Surrendered Baby Law, Zero Tolerance Policy on Human Trafficking, Fair Chance Employment Practices, the County Policy of Equity, and COVID-19 Vaccinations of County Contractor Personnel. The Contracts are 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 Contracts.

The Contracts have 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 Contracts will enable the Department to continue receiving security 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 security services contracts is an organizational or administrative activity of government which will not result in direct or indirect physical changes to the environment.

CONTRACTING PROCESS

On January 26, 2022, the Department released an RFP for the security services for the Central and North Regions. The RFP was advertised in three local community newspapers: Baldwin Park Bulletin, Daily News, and Long Beach Press-Telegram. 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 February 16, 2022, a virtual Mandatory Proposers Conference was held and attended by 13 vendors. In addition, the following mandatory site visits were conducted:

- East/ Regional HQ on February 16, 2022, and eight vendors participated;
- South Agency HQ on February 17, 2022, and eight vendors participated;
- William S. Hart Park on February 22, 2022, and eight vendors participated; and,
- Los Angeles County Arboretum on February 23, 2022, and seven vendors participated.

Proposals were due on Tuesday, March 22, 2022, by 2:00 P.M. PDT. The Department received five proposals from three 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. All five proposals met the minimum requirements of the RFP and 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 proposals submitted for the Central and North Regions, which are the two contracts being recommended for award under this Board letter, the

Committee determined that the recommended Contractors were the most responsive and responsible proposers for the respective facility, ranking their proposals as the highest of the proposals evaluated. Each Contractor received the highest aggregate scores in categories evaluated by the Committee, including approach to contract requirements, experience and organizational resources, quality control plan, and Living Wage compliance, outperforming the other proposers.

The Department received one request for debriefing from the non-selected proposer; there was no protest resulting from this solicitation.

It should be noted that upon final analysis and award, each Contractor was selected without regard to gender, race, creed, or color (Attachment VI-Recommended Contractors' Community Business Enterprise).

IMPACT ON CURRENT SERVICES (OR PROJECTS)

There will be no impact on current public services.

The Honorable Board of Supervisors
November 1, 2022
Page 9

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. Humberto Chairez at (626) 588-5253 or via email at hchairez@parks.lacounty.gov, Mr. Dennis Morelos at (626) 588-5260 or via email at dmorelos@parks.lacounty.gov, or Ms. Kimberly Rios at (626) 588-5368 or via email at krios@parks.lacounty.gov.

Respectfully submitted,

NORMA E. GARCÍA-GONZÁLEZ
Director

NEGG:AB:MR
RL:DM:HC:rc

Enclosures (7)

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



CONTRACT BY AND BETWEEN

COUNTY OF LOS ANGELES

DEPARTMENT OF PARKS AND RECREATION

AND

ABSOLUTE SECURITY INTERNATIONAL, INC.

FOR

SECURITY SERVICES AT

CENTRAL REGION FACILITIES

**SAMPLE CONTRACT PROVISIONS
TABLE OF CONTENTS**

PARAGRAPH	TITLE	PAGE
RECITALS		1
1	APPLICABLE DOCUMENTS	2
2	DEFINITIONS	3
3	CONTRACTOR'S SERVICE	4
4	TERM OF CONTRACT	5
5	CONTRACT SUM	5
5.1	Total Contract Sum	5
5.2	Written Approval for Reimbursement	5
5.3	Notification of 75% of Total Contract Sum	6
5.4	No Payment for Services Provided Following Expiration-Termination of Contract	6
5.5	Invoices and Payments	6
5.6	Cost of Living Adjustment (COLA's)	8
5.7	Default Method of Payment: Direct Deposit or Electronic Funds Transfer	8
6	ADMINISTRATION OF CONTRACT- COUNTY	9
6.1	County Administration	9
6.2	County's Project Manager	9
6.3	County's Contract Project Monitor	10
7	ADMINISTRATION OF CONTRACT-CONTRACTOR	10
7.1	Contractor Administration	10
7.2	Contractor's Project Manager	10
7.3	Approval of Contractor's Staff	10
7.4	Contractor's Staff Identification	10
7.5	Background and Security Investigations	11
7.6	Confidentiality	11
8	STANDARD TERMS AND CONDITIONS	12
8.1	Amendments	12
8.2	Assignment and Delegation/Mergers or Acquisitions	13
8.3	Authorization Warranty	14
8.4	Budget Reductions	14
8.5	Complaints	15
8.6	Compliance with Applicable Law	15
8.7	Compliance with Civil Rights Laws	16

**SAMPLE CONTRACT PROVISIONS
TABLE OF CONTENTS**

PARAGRAPH	TITLE	PAGE
8.8	Compliance with the County's Jury Service Program	17
8.9	Conflict of Interest.....	18
8.10	Consideration of Hiring County Employees Targeted for Layoffs or are on a County Re-Employment List	19
8.11	Consideration of Hiring GAIN-GROW Participants	19
8.12	Contractor Responsibility and Debarment	20
8.13	Contractor's Acknowledgement of County's Commitment to Safely Surrendered Baby Law	22
8.14	Contractor's Warranty of Adherence to County's Child Support Compliance Program	23
8.15	County's Quality Assurance Plan.....	23
8.16	Damage to County Facilities, Buildings or Grounds.....	24
8.17	Employment Eligibility Verification	24
8.18	Counterparts and Electronic Signatures and Representations	24
8.19	Fair Labor Standards	25
8.20	Force Majeure.....	25
8.21	Governing Law, Jurisdiction, and Venue.....	26
8.22	Independent Contractor Status	26
8.23	Indemnification.....	27
8.24	General Provisions for all Insurance Coverage.....	27
8.25	Insurance Coverage	32
8.26	Liquidated Damages	33
8.27	Most Favored Public Entity	34
8.28	Nondiscrimination and Affirmative Action.....	34
8.29	Non Exclusivity	36
8.30	Notice of Delays.....	36
8.31	Notice of Disputes.....	36
8.32	Notice to Employees Regarding the Federal Earned Income Credit.....	36
8.33	Notice to Employees Regarding the Safely Surrendered Baby Law	36
8.34	Notices	37
8.35	Prohibition Against Inducement or Persuasion	37
8.36	Public Records Act	37
8.37	Publicity	38

**SAMPLE CONTRACT PROVISIONS
TABLE OF CONTENTS**

PARAGRAPH	TITLE	PAGE
8.38	Record Retention and Inspection-Audit Settlement	38
8.39	Recycled Bond Paper	41
8.40	Subcontracting	41
8.41	Termination for Breach of Warranty to Maintain Compliance with County's Child Support Compliance Program.....	42
8.42	Termination for Convenience	42
8.43	Termination upon Transfer of Title, Maintenance Responsibility or Facility/Park Closure	43
8.44	Termination for Default	45
8.45	Termination for Improper Consideration	46
8.46	Termination for Insolvency.....	47
8.47	Termination for Non-Adherence of County Lobbyist Ordinance.....	47
8.48	Termination for Non-Appropriation of Funds.....	48
8.49	Validity	48
8.50	Waiver.....	48
8.51	Warranty Against Contingent Fees	48
8.52	Warranty of Compliance with County's Defaulted Property Tax Reduction Program	49
8.53	Termination for Breach of Warranty to Maintain Compliance with County's Defaulted Property Tax Reduction Program	49
8.54	Time off for Voting	49
8.55	Compliance with County's Zero Tolerance Policy on Human Trafficking .	49
8.56	Compliance with Fair Chance Employment Practices	50
8.57	Compliance with the County Policy of Equity.....	50
8.58	Prohibition from Participation in Future Solicitation(s).....	50
8.59	COVID-19 Vaccinations of County Contractor Personnel	51
9	UNIQUE TERMS AND CONDITIONS	53
9.1	Compliance with the County's Living Wage Program	53
9.2	Extraordinary Incidents, Acts of God, Third Party Negligence	61
9.3	Compliance with the County's Smoking Ban Ordinance	61
10	ENFORCEMENT OF CONTRACT	62
11	ENTIRE CONTRACT	62

**SAMPLE CONTRACT PROVISIONS
TABLE OF CONTENTS**

PARAGRAPH	TITLE	PAGE
SIGNATURES	63

STANDARD EXHIBITS

A	Pricing and Billing Schedule	
B	Statement of Work	
C	Statement of Work Exhibits	
D	Contractor's EEO Certification	
E	County's Administration	
F	Contractor's Administration	
G	Form(s) Required at the Time of Contract Execution (COVID-19 Vaccination Certification of Compliance and Confidentiality Forms)	
H	Contractor's Quality Control Plan	
I	Internal Revenue Service's Notice No. 1015	
J	Jury Service Ordinance	
K	Safely Surrendered Baby Law	
L	Living Wage Ordinance	
M	Living Wage Rate Annual Adjustments	
N	Payroll Statement of Compliance	
O	County Defaulted Property Tax Reduction Program	
P	Certification of Compliance with Green Initiatives	
Q	County's Smoking Ban Ordinance	

**CONTRACT BETWEEN
COUNTY OF LOS ANGELES
AND
ABSOLUTE SECURITY INTERNATIONAL, INC.
FOR
SECURITY SERVICES AT
CENTRAL REGION FACILITIES**

This Contract ("Contract") and Exhibits made and entered into this ____ day of _____, 2022 by and between the County of Los Angeles, hereinafter referred to as County and Absolute Security International, Inc., hereinafter referred to as "Contractor".

RECITALS

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

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

WHEREAS, the Contractor is duly licensed and certified to engage in the business of Security services; and warrants that it possesses the competence, expertise, equipment, resources and personnel necessary to provide such services; and

WHEREAS, the Contractor has submitted a proposal to the County for provision of such services and based upon an evaluation of the proposals under Los Angeles County Code Section 2.121.320 the Contractor has been selected for recommendation for award of such contract; and

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

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

Standard Exhibits:

- 1.1 Exhibit A - Pricing and Billing Schedule
- 1.2 Exhibit B - Statement of Work
- 1.3 Exhibit C - Statement of Work Exhibits
- 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 (COVID-19 Vaccination Certification of Compliance and Confidentiality Forms)
- 1.8 Exhibit H - Contractor's Quality Control Plan
- 1.9 Exhibit I - Internal Revenue Service's Notice No. 1015
- 1.10 Exhibit J - Jury Service Ordinance

- 1.11 Exhibit K - Safely Surrendered Baby Law
- 1.12 Exhibit L - Living Wage Ordinance
- 1.13 Exhibit M - Living Wage Rate Annual Adjustments
- 1.14 Exhibit N - Payroll Statement of Compliance
- 1.15 Exhibit O - County Defaulted Property Tax Reduction Program
- 1.16 Exhibit P - Certification of Compliance with Green Initiatives
- 1.17 Exhibit Q - County's Smoking Ban Ordinance

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

2 DEFINITIONS

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

- 2.1 **Board of Supervisors:** The Board of Supervisors of the County of Los Angeles acting as governing body or their designee.
- 2.2 **Contract:** This agreement executed between County and Contractor. Included are all supplemental agreements amending or extending the service to be performed. The Contract sets forth the terms and conditions for the issuance and performance of all tasks, deliverables, services and other work.
- 2.3 **Contractor:** The person or persons, sole proprietor, partnership, joint venture, corporation or other legal entity who has entered into an agreement with the County to perform or execute the work covered by this contract.
- 2.4 **Contractor Project Manager:** The person designated by the Contractor to administer the Contract operations under this Contract.

- 2.5 **County Project Manager:** Person designated by Director with authority to manage the operations under this contract, or his/her authorized representative.
- 2.6 **County Contract Project Monitor:** Person with responsibility to oversee the day to day activities of this contract. Responsibility for inspections of any and all tasks, deliverables, goods, services and other work provided by the Contractor.
- 2.7 **Day(s):** Calendar day(s) unless otherwise specified.
- 2.8 **Department:** The County of Los Angeles Department of Parks and Recreation acting on behalf of the County for matters relating to this Contract.
- 2.9 **Director:** The Director of the Department of Parks and Recreation, County of Los Angeles, acting on behalf of the County on contractual or administrative matters relating to the enforcement of this Contract, or his/her authorized representative(s).
- 2.10 **Fiscal Year:** The twelve (12) month period beginning July 1st and ending the following June 30th.
- 2.11 **Monthly Contract Sum:** The amount of one-twelfth (1/12) of the total annual amount of compensation, or a prorated monthly amount, to be paid by the County for services rendered by the Contractor under the terms and conditions of this Contract.
- 2.12 **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.
- 2.13 **Subcontract:** An agreement by the Contractor to employ a subcontractor to provide services to fulfill this contract.
- 2.14 **Subcontractor:** Any individual, person or persons, sole proprietor, firm, partnership, joint venture, corporation, or other legal entity furnishing supplies, services of any nature, equipment, and/or materials to Contractor in furtherance of Contractor's performance of this contract, at any tier, under oral or written agreement.

3 CONTRACTOR'S SERVICE

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

4 TERM OF CONTRACT

4.1 The term of this Contract shall be three (3) years commencing December 1, 2022, after execution by County's Board of Supervisors, unless sooner terminated or extended, in whole or in part, as provided in this Contract.

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

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

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

5 CONTRACT SUM

5.1 Total Contract Sum

The contract sum under the terms of this Contract shall be the total monetary amount payable by the County to the Contractor for provision of park maintenance services. Said sum shall comply with Exhibit A, Pricing and Billing Schedule.

5.2 Written Approval for Reimbursement

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

5.3 Notification of 75% of Total Contract Sum

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

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

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

5.5 Invoices and Payments

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

5.5.2 The Contractor's invoices shall be priced in accordance with Exhibit A, Pricing and Billing Schedule.

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

- 5.5.4 The Contractor shall submit the monthly invoices to the County by the 15th calendar day of the month following the month of service.

Said invoices shall include all required certifications and reports as provided for in this Contract, including but not limited to:

- Prop A - Living Wage Program as identified in Section 9, County's Living Wage Program, and Exhibit L
- Exhibit N - Payroll Statement of Compliance
- Staffing Plan by Location

No invoice will be approved for payment unless all required certifications and reports are included along with the invoices.

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

Facility: East/ Regional Agencies HQ

Name: Bill Hottran, Regional Grounds Maintenance Supervisor

Phone: (626) 369-1910

Email: bhottran@parks.lacounty.gov

Facility: South Agency HQ

Name: Chris Elliott, Manager I, Facilities Ops and Crafts

Phone: (310) 965-8609

Email: CElliott@parks.lacounty.gov

Facility: Arboretum of Los Angeles County, Arboretum
Superintendent

Name: Timothy Phillips,

Phone: (626)821-3208

Email: tphillips@parks.lacounty.gov

Facility: 72nd Street Corral Equestrian Arena

Name: David Jallo, Regional Park Superintendent III

Phone: (626) 258-7161

Email: djallo@parks.lacounty.com

5.5.6 County Approval of Invoices

All invoices submitted by the Contractor for payment must have the written approval of the County's Project Manager prior to any payment thereof. In no event shall the County

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

5.5.7 Local Small Business Enterprises – Prompt Payment Program

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

5.6 Cost of Living Adjustments (COLA's)

If requested by the Contractor, the contract (hourly, daily, monthly, etc.) amount may at the sole discretion of the County for the option years, be increased annually based on the most recent published percentage change in the U.S. Department of Labor, Bureau of Labor Statistics' Consumer Price Index for Urban Consumers (CPI-U) for the Los Angeles-Long Beach-Anaheim Area for the twelve (12) month period preceding the contract anniversary date, which shall be the effective date for any Cost of Living Adjustment (COLA). However, any increase shall not exceed the general salary movement granted to County employees as determined by the Chief Executive Officer as of each July 1 for the prior twelve (12) month period. Furthermore, should fiscal circumstances ultimately prevent the Board from approving any increase in County employee salaries, no COLA will be granted. Where the County decides to grant a COLA pursuant to this paragraph for living wage contracts during the option years, it may, in its sole discretion exclude the cost of labor (including the cost of wages and benefits paid to employees providing services under this Contract) from the base upon which a COLA is calculated, unless the Contractor can show that his/her labor cost will actually increase. Further, before any COLA increase shall take effect and become part of this Contract, it shall require a written amendment to this Contract first, that has been formally approved and executed by the parties.

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

5.7.1 The County, at its sole discretion, has determined that the most efficient and secure default form of payment for goods and/or services provided under an agreement/ contract with the County shall be Electronic Funds Transfer (EFT) or direct

deposit, unless an alternative method of payment is deemed appropriate by the Auditor-Controller (A-C).

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

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

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

6 ADMINISTRATION OF CONTRACT - COUNTY

6.1 County Administration

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

6.2 County's Project Manager

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

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

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

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

6.3 County's Contract Project Monitor

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

7 ADMINISTRATION OF CONTRACT - CONTRACTOR

7.1 Contractor Administration

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

7.2 Contractor's Project Manager

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

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

7.3 Approval of Contractor's Staff

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

7.4 Contractor's Staff Identification

Contract shall provide, at Contractor's expense, all staff providing services under this Contract with a photo identification badge. Contractor shall notify the County within one business day when staff is terminated from working under this Contract.

7.5 Background and Security Investigations

- 7.5.1 Each of Contractor's staff performing services under this Contract, who is in a designated sensitive position, as determined by County in County's sole discretion, shall undergo and pass a background investigation to the satisfaction of County as a condition of beginning and continuing to perform services under this Contract. Such background investigation must be obtained through fingerprints submitted to the California Department of Justice to include State, local, and federal-level review, which may include, but shall not be limited to, criminal conviction information. The fees associated with the background investigation shall be at the expense of the Contractor, regardless of whether the member of Contractor's staff passes or fails the background investigation. If a member of Contractor's staff does not pass the background investigation, County may request that the member of Contractor's staff be removed immediately from performing services under the Contract. Contractor shall comply with County's request at any time during the term of the Contract. County will not provide to Contractor or to Contractor's staff any information obtained through the County's background investigation.
- 7.5.2 County, in its sole discretion, may immediately deny or terminate facility access to any member of Contractor's staff that does not pass such investigation to the satisfaction of the County or whose background or conduct is incompatible with County facility access.
- 7.5.3 Disqualification of any member of Contractor's staff pursuant to this Paragraph 7.5 shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

7.6 Confidentiality

- 7.6.1 Contractor shall maintain the confidentiality of all records and information in accordance with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures relating to confidentiality, including, without limitation, County policies concerning information technology security and the protection of confidential records and information.

- 7.6.2 Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with this Paragraph 7.6, as determined by County in its sole judgment. Any legal defense pursuant to contractor's indemnification obligations under this Paragraph 7.6 shall be conducted by contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and to reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of County without County's prior written approval.
- 7.6.3 Contractor shall inform all of its officers, employees, agents and subcontractors providing services hereunder of the confidentiality provisions of this Contract.

Contractor shall sign and adhere to the provisions of the "Contractor Acknowledgement and Confidentiality Agreement", Exhibit G1.

8 STANDARD TERMS AND CONDITIONS

8.1 Amendments and Change Notices

The County reserves the right to change any portion of the work required under this Contract, or amend such other terms and conditions that may be necessary. All such revisions shall be accomplished in the following manner:

- 8.1.1 A Change Notice shall be prepared and executed by the Contractor and the Director for any changes, deemed by the Director as necessary for the proper park security services of the area, and which affect the Contractor's service requirements set forth in Exhibit A, and any corresponding

changes in the Contract Sum, not to exceed the annual contract amount plus ten percent (10%).

- 8.1.2 For any change which affects any other term or condition included in his Contract, or any changes in the Contractor's service requirements as set forth in Exhibit A that exceeds the annual contract amount plus ten percent (10%), excluding the provisions of Paragraph 5.6 (COLA) hereinabove, an Amendment shall be prepared therefore, executed by the Contractor, and thereafter by the County's Board of Supervisors.
- 8.1.3 The County's Board of Supervisors or Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in the Contract during the term of this Contract. The County reserves the right to add and/or change such provisions as required by the County's Board of Supervisors or Chief Executive Officer. To implement such changes, an Amendment to the Contract shall be prepared and executed by the Contractor and by the Director.

8.2 Assignment and Delegation/Mergers or Acquisitions

- 8.2.1 The contractor shall notify the County of any pending acquisitions/mergers of its company unless otherwise legally prohibited from doing so. If the contractor is restricted from legally notifying the County of pending acquisitions/mergers, then it should notify the County of the actual acquisitions/mergers as soon as the law allows and provide to the County the legal framework that restricted it from notifying the County prior to the actual acquisitions/mergers.
- 8.2.2 The contractor shall not assign, exchange, transfer, or delegate its rights or duties under this Contract, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment, delegation, or otherwise transfer of its rights or duties, without such consent shall be null and void. For purposes of this paragraph, County consent shall require a written Amendment to the Contract, which is formally approved and executed by the parties. Any payments by the County to any approved 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 Shareholders, partners, members, or other equity holders of

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

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

8.3 Authorization Warranty

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

8.4 Budget Reductions

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

as set forth in the preceding sentence, the contractor shall continue to provide all of the services set forth in this Contract.

8.5 Complaints

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

8.5.2 Complaint Procedures:

8.5.2.1 Within ten (10) business days after the Contract effective date, the contractor shall provide the County with the contractor's policy for receiving, investigating and responding to user complaints.

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

8.5.2.3 If the County requests changes in the contractor's policy, the contractor shall make such changes and resubmit the plan within 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 shall submit proposed changes to the County for approval before implementation.

8.5.2.5 The contractor shall preliminarily investigate all complaints and notify the County's Project Manager of the status of the investigation within five (5) business days of receiving the complaint.

8.5.2.6 When complaints cannot be resolved informally, a system of follow-through shall be instituted which adheres to formal plans for specific actions and strict time deadlines.

8.5.2.7 Copies of all written responses shall be sent to the County's Project Manager within five (5) business days of mailing to the complainant.

8.6 Compliance with Applicable Law

8.6.1 In the performance of this Contract, contractor shall comply with all applicable Federal, State and local laws, rules,

regulations, ordinances, directives, guidelines, policies and procedures, and all provisions required thereby to be included in this Contract are hereby incorporated herein by reference.

- 8.6.2 Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by contractor, its officers, employees, agents, or subcontractors, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as determined by County in its sole judgment. Any legal defense pursuant to contractor's indemnification obligations under Paragraph 8.6 (Compliance with Applicable Law) shall be conducted by contractor and performed by counsel selected by contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and to reimbursement from contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of County without County's prior written approval.

8.7 Compliance with Civil Rights Laws

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

8.8 Compliance with the County's Jury Service Program

8.8.1 Jury Service Program:

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

8.8.2 Written Employee Jury Service Policy.

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

County under the Contract, the subcontractor shall also be subject to the provisions of this paragraph. The provisions of this paragraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

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

8.9 Conflict of Interest

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

8.9.2 The contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Contract. The contractor warrants that it is not now aware of any facts that create a conflict of interest. If the contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to the County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this paragraph shall be a material breach of this Contract.

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

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

8.11 Consideration of Hiring GAIN-GROW Participants

8.11.1 Should the contractor require additional or replacement personnel after the effective date of this Contract, the contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that the contractor will interview qualified candidates. The County will refer GAIN-GROW participants by job category to the contractor. Contractors shall report all job openings with job requirements to: GAINGROW@DPSS.LACOUNTY.GOV and BSERVICES@WDACS.LACOUNTY.GOV and DPSS will refer qualified GAIN/GROW job candidates.

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

8.12 Contractor Responsibility and Debarment

8.12.1 Responsible Contractor

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

8.12.2 Chapter 2.202 of the County Code

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

8.12.3 Non-responsible contractor

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

8.12.4 Contractor Hearing Board

8.12.4.1 If there is evidence that the contractor may be subject to debarment, the Department will notify the contractor in writing of the evidence which is

the basis for the proposed debarment and will advise the contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.

- 8.12.4.2 The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The contractor and/or the contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the contractor should be debarred, and, if so, the appropriate length of time of the debarment. The contractor and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.
- 8.12.4.3 After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
- 8.12.4.4 If a contractor has been debarred for a period longer than five (5) years, that contractor may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the contractor has adequately demonstrated one or more of the following: 1) elimination of the grounds for which the debarment was imposed; 2) a bona fide change in ownership or management; 3) material evidence discovered after debarment was imposed; or 4) any other reason that is in the best interests of the County.

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

8.12.5 Subcontractors of Contractor

These terms shall also apply to subcontractors of County contractors.

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

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 K, in a prominent position at the contractor's place of business. The contractor will also encourage

its subcontractors, if any, to post this poster in a prominent position in the subcontractor's place of business. Information and posters for printing are available at www.babysafela.org.

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

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

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

8.15 County's Quality Assurance Plan

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

8.16 Damage to County Facilities, Buildings or Grounds

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

8.17 Employment Eligibility Verification

- 8.17.1 The contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. The contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. The contractor shall retain all such documentation for all covered employees for the period prescribed by law.
- 8.17.2 The contractor shall indemnify, defend, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the contractor or the County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

8.18 Counterparts and Electronic Signatures and Representations

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

original signatures, and facsimile or electronic copies hereof shall be deemed to constitute duplicate originals.

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

8.19 Fair Labor Standards

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

8.20 Force Majeure

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

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

“subcontractor” and “subcontractors” mean subcontractors at any tier.

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

8.21 Governing Law, Jurisdiction, and Venue

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

8.22 Independent Contractor Status

- 8.22.1 This Contract is by and between the County and the contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the County and the contractor. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.
- 8.22.2 The contractor shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract all compensation and benefits. The County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the contractor.
- 8.22.3 The contractor understands and agrees that all persons performing work pursuant to this Contract are, for purposes of Workers' Compensation liability, solely employees of the contractor and not employees of the County. The contractor shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the contractor pursuant to this Contract.

8.22.4 The contractor shall adhere to the provisions stated in Paragraph 7.6 (Confidentiality).

8.23 Indemnification

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

8.24 General Provisions for all Insurance Coverage

8.24.1 Without limiting Contractor's indemnification of County, and in the performance of this Contract and until all of its obligations pursuant to this Contract have been met, Contractor shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in Paragraphs 8.24 and 8.25 of this Contract. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon Contractor pursuant to this Contract. The County in no way warrants that the Required Insurance is sufficient to protect the Contractor for liabilities which may arise from or relate to this Contract.

8.24.2 Evidence of Coverage and Notice to County

- a. Certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming County Indemnitees (defined below) has been given Insured status under the Contractor's General Liability policy, shall be delivered to County at the address shown below and provided prior to commencing services under this Contract.
- b. Renewal Certificates shall be provided to County not less than ten (10) days prior to contractor's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required

contractor and/or sub-contractor insurance policies at any time.

- c. Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Contract by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the contractor identified as the contracting party in this Contract. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand dollars (\$50,000), and list any County required endorsement forms.
- d. Neither the County's failure to obtain, nor the County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the contractor, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.
- e. Certificates and copies of any required endorsements shall be sent to:

Attention: Contracts and Procurement Division
County of Los Angeles
Department of Parks and Recreation
1000 South Fremont Avenue, Unit # 40
Building A-9 West, 2nd Floor
Alhambra, CA 91803

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

8.24.3 Additional Insured Status and Scope of Coverage

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

8.24.4 Cancellation of or Changes in Insurance

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

8.24.5 Failure to Maintain Insurance

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

further notice to contractor, deduct the premium cost from sums due to contractor or pursue contractor reimbursement.

8.24.6 Insurer Financial Ratings

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

8.24.7 Contractor's Insurance Shall Be Primary

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

8.24.8 Waivers of Subrogation

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

8.24.9 Subcontractor Insurance Coverage Requirements

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

8.24.10 Deductibles and Self-Insured Retentions (SIRs)

Contractor's policies shall not obligate the County to pay any portion of any contractor deductible or SIR. The County retains the right to require contractor to reduce or eliminate

policy deductibles and SIRs as respects the County, or to provide a bond guaranteeing contractor's payment of all deductibles and SIRs, including all related claims investigation, administration and defense expenses. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

8.24.11 Claims Made Coverage

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

8.24.12 Application of Excess Liability Coverage

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

8.24.13 Separation of Insureds

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

8.24.14 Alternative Risk Financing Programs

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

8.24.15 County Review and Approval of Insurance Requirements

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

8.25 Insurance Coverage

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

General Aggregate: \$2 million

Products/Completed Operations Aggregate: \$1 million

Personal and Advertising Injury: \$1 million

Each Occurrence: \$1 million

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

- 8.25.3 **Professional Liability Insurance providing coverage for Armed and unarmed security operations**, naming County Indemnitees as an additional insured, **with limits not less than \$3 million per occurrence.**

- 8.25.4 **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 shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer. The written notice shall be provided to County at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. If applicable to Contractor's operations, coverage also shall be arranged to satisfy the requirements of any federal

workers or workmen's compensation law or any federal occupational disease law.

8.26 Liquidated Damages

- 8.26.1 If, in the judgment of the Department Head, or his/her designee, the contractor is deemed to be non-compliant with the terms and obligations assumed hereby, the Department Head, or his/her designee, at his/her option, in addition to, or in lieu of, other remedies provided herein, may withhold the entire monthly payment or deduct pro rata from the contractor's invoice for work not performed. A description of the work not performed and the amount to be withheld or deducted from payments to the contractor from the County, will be forwarded to the contractor by the Department Head, or his/her designee, in a written notice describing the reasons for said action.
- 8.26.2 If the Department Head, or his/her designee, determines that there are deficiencies in the performance of this Contract that the Department Head, or his/her designee, deems are correctable by the contractor over a certain time span, the Department Head, or his/her designee, will provide a written notice to the contractor to correct the deficiency within specified time frames. Should the contractor fail to correct deficiencies within said time frame, the Department Head, or his/her designee, may: (a) Deduct from the contractor's payment, pro rata, those applicable portions of the Monthly Contract Sum; and/or (b) Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the contractor to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages is **one hundred dollars (\$100)** per day per infraction, or as specified in the Performance Requirements Summary (PRS) Chart hereunder, and that the contractor shall be liable to the County for liquidated damages in said amount. Said amount shall be deducted from the County's payment to the contractor; and/or (c) Upon giving five (5) days notice to the contractor for failure to correct the deficiencies, the County may correct any and all deficiencies and the total costs incurred by the County for completion of the work by an alternate source, whether it be County forces or separate private contractor, will be deducted and forfeited from the

payment to the contractor from the County, as determined by the County.

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

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

8.27 Most Favored Public Entity

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

8.28 Nondiscrimination and Affirmative Action

8.28.1 The contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.

8.28.2 The contractor shall certify to, and comply with, the provisions of Exhibit D (Contractor's EEO Certification).

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

or other forms of compensation, and selection for training, including apprenticeship.

- 8.28.4 The contractor certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.
- 8.28.5 The contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.
- 8.28.6 The contractor shall allow County representatives access to the contractor's employment records during regular business hours to verify compliance with the provisions of this Paragraph 8.28 (Nondiscrimination and Affirmative Action) when so requested by the County.
- 8.28.7 If the County finds that any provisions of this Paragraph 8.28 (Nondiscrimination and Affirmative Action) have been violated, such violation shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract. While the County reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment and Housing Commission or the Federal Equal Employment Opportunity Commission that the contractor has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by the County that the contractor has violated the anti-discrimination provisions of this Contract.
- 8.28.8 The parties agree that in the event the contractor violates any of the anti-discrimination provisions of this Contract, the County shall, at its sole option, be entitled to the sum of five hundred dollars (\$500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

8.29 Non Exclusivity

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

8.30 Notice of Delays

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

8.31 Notice of Disputes

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

8.32 Notice to Employees Regarding the Federal Earned Income Credit

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

8.33 Notice to Employees Regarding the Safely Surrendered Baby Law

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

8.34 Notices

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

8.35 Prohibition Against Inducement or Persuasion

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

8.36 Public Records Act

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

documents, information, books, records, and/or contents of a proposal marked “trade secret”, “confidential”, or “proprietary”, the contractor agrees to defend and indemnify the County from all costs and expenses, including reasonable attorney’s fees, in action or liability arising under the Public Records Act.

8.37 Publicity

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

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

8.37.1.2 During the term of this Contract, the contractor shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the County without the prior written consent of the County’s Project Director. The County shall not unreasonably withhold written consent.

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

8.38 Record Retention and Inspection-Audit Settlement

8.38.1 The contractor shall maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. The contractor shall also maintain accurate and complete employment and other records relating to its performance of this Contract. The contractor agrees that the County, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Contract. All

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

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

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

by the County by cash payment, provided that in no event shall the County's maximum obligation for this Contract exceed the funds appropriated by the County for the purpose of this Contract.

- 8.38.4 In addition to the above, the contractor agrees, should the County or its authorized representatives determine, in the County's sole discretion, that it is necessary or appropriate to review a broader scope of the contractor's records (including, certain records related to non-County contracts) to enable the County to evaluate the contractor's compliance with the County's Living Wage Program, that the contractor shall promptly and without delay provide to the County, upon the written request of the County or its authorized representatives, access to and the right to examine, audit, excerpt, copy, or transcribe any and all transactions, activities, or records relating to any of its employees who have provided services to the County under this Contract, including without limitation, records relating to work performed by said employees on the contractor's non-County contracts. The contractor further acknowledges that the foregoing requirement in this paragraph relative to contractor's employees who have provided services to the County under this Contract is for the purpose of enabling the County in its discretion to verify the contractor's full compliance with and adherence to California labor laws and the County's Living Wage Program. All such materials and information, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, shall be kept and maintained by the contractor and shall be made available to the County during the term of this Contract and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such materials and information prior to such time. All such materials and information shall be maintained by the contractor at a location in Los Angeles County, provided that if any such materials and information is located outside Los Angeles County, then, at the County's option, the contractor shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such materials and information at such other location.

8.39 Recycled Bond Paper

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

8.40 Subcontracting

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

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

8.40.2.1 A description of the work to be performed by the subcontractor;

8.40.2.2 A draft copy of the proposed subcontract; and

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

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

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

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

8.40.6 The Director 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 shall forward a fully executed subcontract to the County for their files.

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

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

Attention: Contracts and Procurement Division
County of Los Angeles
Department of Parks and Recreation
1000 South Fremont Avenue, Unit # 40
Building A-9 West, 2nd Floor
Alhambra, CA 91803

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

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

8.42 Termination for Convenience

8.42.1 This Contract may be terminated, in whole or in part, from time to time, when such action is deemed by the County, in its sole discretion, to be in its best interest. Termination of work hereunder shall be effected by notice of termination to the contractor specifying the extent to which performance of work is terminated and the date upon which such termination

becomes effective. The date upon which such termination becomes effective shall be no less than ten (10) days after the notice is sent.

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

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

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

8.42.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of the contractor under this Contract shall be maintained by the contractor in accordance with Paragraph 8.38 (Record Retention and Inspection-Audit Settlement).

8.43 Termination upon Transfer of Title, Maintenance Responsibility or Facility/Park Closure

Notwithstanding any other provision of this Contract, the County reserves the right to transfer title, maintenance responsibility or close one or more of the facilities described in Section 4.0, "Contractor Responsibilities" of the Statement of Work, Exhibit B of this Contract (hereinafter, "Exhibit B, Section 4.0, Contractor Responsibilities").

8.43.1 In the event the County transfers title of the facilities described in Exhibit B, Section 4.0, Contractor Responsibilities, to a governmental agency (assignee), the County reserves the right to:

- a. Terminate this Contract or, provided there is consent by an assignee, assign the County's interest in this Contract to said assignee. The County shall provide the Contractor with notice of termination or assignment of this Contract pursuant to this provision; or
- b. Delete the transferred facility(ies) from the Contract or, provided there is consent by an assignee, assign the portion(s) of the Contract dealing with the transferred facility(ies) to said assignee and reduce the Contract sum pro tanto. The County shall provide the Contractor with notice of deletion or assignment of said facility(ies) pursuant to this provision from this Contract.

8.43.2 In the event the County transfer's responsibility for all or a portion(s) of the facility(ies) described in Exhibit B, Section

4.0, Contractor Responsibilities, the County reserved the right to:

- a. Terminate this Contract or, provided there is consent by an assignee, assign the County's interest in this Contract to said assignee. The County shall provide the Contractor with notice of termination or assignment of this Contract pursuant to this provision; or
- b. Delete the transferred facility(ies) from the Contract or, provided there is consent by assignee, assign those portion(s) of the Contract dealing with the transferred facility(ies) to said assignee and reduce the sum of the Contract pro tanto. The County shall provide the Contractor with notice of deletion or assignment of said facility(ies) pursuant to this provision from this Contract; or
- c. Delete transferred portion(s) of the facility(ies) from the Contract or, provided there is consent by an assignee, assign the portion(s) of the Contract dealing with the transferred portion(s) of the facility(ies) to said assignee and reduce the Contract sum pro tanto. The County shall provide the Contractor with notice of deletion or assignment of said portion(s) of facility(ies) pursuant to this provision from this Contract.

8.43.3 In the event the County closes one or more of the facilities described in Exhibit B, Section 4.0, Contract Responsibilities, the County reserves the right to:

- a. Terminate this Contract upon the effective date of such closure(s). Upon the effective date of facility(ies) closures(s), the Contractor shall immediately cease its operations, and within fifteen (15) days thereafter remove all items of its personal property, equipment and inventory. The County shall provide advance notice to the Contractor of such facility(ies) closure(s); or
- b. Delete the facility(ies) closure(s) to be closed from the Contract and reduce the Contract sum pro tanto. Upon the effective date of facility(ies) closure(s), the Contractor shall immediately cease its operations at said facility(ies), and within fifteen (15) days thereafter remove all items of its personal property, equipment and inventory. The County shall provide advance notice to the Contractor of such facility(ies) closure(s).

8.44 Termination for Default

8.44.1 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:

8.44.1.1 Contractor has materially breached this Contract; or

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

8.44.1.3 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.

8.44.2 In the event that the County terminates this Contract in whole or in part as provided in Paragraph 8.44.1, the County may procure, upon such terms and in such manner as the County may deem appropriate, goods and services similar to those so terminated. The contractor shall be liable to the County for any and all excess costs incurred by the County, as determined by the County, for such similar goods and services. The contractor shall continue the performance of this Contract to the extent not terminated under the provisions of this paragraph.

8.44.3 Except with respect to defaults of any subcontractor, the contractor shall not be liable for any such excess costs of the type identified in Paragraph 8.44.2 if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of the contractor. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the contractor. If the failure to perform is caused by the default of a subcontractor, and if such default

arises out of causes beyond the control of both the contractor and subcontractor, and without the fault or negligence of either of them, the contractor shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the contractor to meet the required performance schedule. As used in this paragraph, the term "subcontractor(s)" means subcontractor(s) at any tier.

- 8.44.4 If, after the County has given notice of termination under the provisions of Paragraph 8.44 (Termination for Default) it is determined by the County that the contractor was not in default under the provisions of Paragraph 8.44 (Termination for Default) or that the default was excusable under the provisions of subparagraph 8.44.3, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Paragraph 8.42 (Termination for Convenience).
- 8.44.5 The rights and remedies of the County provided in this Paragraph 8.44 (Termination for Default) shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.45 Termination for Improper Consideration

- 8.45.1 The County may, by written notice to the contractor, immediately terminate the right of the contractor to proceed under this Contract if it is found that consideration, in any form, was offered or given by the contractor, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing this Contract or securing favorable treatment with respect to the award, amendment, or extension of this Contract or the making of any determinations with respect to the contractor's performance pursuant to this Contract. In the event of such termination, the County shall be entitled to pursue the same remedies against the contractor as it could pursue in the event of default by the contractor.
- 8.45.2 The contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to

the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.

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

8.46 Termination for Insolvency

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

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

- 8.46.1.2 The filing of a voluntary or involuntary petition regarding the contractor under the Federal Bankruptcy Code;

- 8.46.1.3 The appointment of a Receiver or Trustee for the contractor; or

- 8.46.1.4 The execution by the contractor of a general assignment for the benefit of creditors.

- 8.46.2 The rights and remedies of the County provided in this Paragraph 8.46 (Termination for Insolvency) shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.47 Termination for Non-Adherence of County Lobbyist Ordinance

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

8.48 Termination for Non-Appropriation of Funds

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

8.49 Validity

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

8.50 Waiver

No waiver by the County of any breach of any provision of this Contract shall constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time, or from time to time, any provision of this Contract shall not be construed as a waiver thereof. The rights and remedies set forth in this paragraph 8.50 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.51 Warranty Against Contingent Fees

8.51.1 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.

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

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

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

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

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

Failure of contractor to maintain compliance with the requirements set forth in Paragraph 8.52 "Warranty of Compliance with County's Defaulted Property Tax Reduction Program" shall constitute default under this contract. Without limiting the rights and remedies available to County under any other provision of this contract, failure of contractor to cure such default within ten (10) days of notice shall be grounds upon which County may terminate this contract and/or pursue debarment of contractor, pursuant to County Code Chapter 2.206.

8.54 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.

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

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

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

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

8.56 Compliance with Fair Chance Employment Practices

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

8.57 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 shall 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 shall 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 shall 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 shall 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 shall 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 shall 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 L (Living Wage Program Ordinance) and incorporated by reference into and made a part of this Contract.

9.1.2 Payment of Living Wage Rates

9.1.2.1 Unless the contractor has demonstrated to the County's satisfaction either that the contractor is not an "Employer" as defined under the Program (Section 2.201.020 of the County Code) or that the contractor qualifies for an exception to the Living Wage Program (Section 2.201.090 of the

County Code), the contractor shall pay its employees no less than the applicable hourly living wage rate, as set forth in Exhibit K (Living Wage Rate Annual Adjustment), for the employees' services provided to the County, including, without limitation, "Travel Time" as defined below Paragraph 9.1.2.5 under the Contract.

- 9.1.2.2 For purposes of this paragraph, "contractor" includes any subcontractor engaged by the contractor to perform services for the County under the Contract. If the contractor uses any subcontractor to perform services for the County under the Contract, the subcontractor shall be subject to the provisions of this paragraph. The provisions of this paragraph shall be inserted into any such subcontract and a copy of the Living Wage Program shall be attached to the subcontract. "Employee" means any individual, who is an employee of the contractor under the laws of California, and who is providing full-time or part-time services to the contractor, which are provided to the County under the Contract. "Full-time" means a minimum of forty (40) hours worked per week, or a lesser number of hours, if the lesser number is a recognized industry standard and is approved as such by the County; however, fewer than thirty-five (35) hours worked per week will not, in any event, be considered full-time.
- 9.1.2.3 If the contractor is required to pay a living wage when the Contract commences, the contractor shall continue to pay a living wage for the entire term of the Contract, including any option period.
- 9.1.2.4 If the contractor is not required to pay a living wage when the Contract commences, the contractor shall have a continuing obligation to review the applicability of its "exemption status" from the living wage requirement. The contractor shall immediately notify the County if the contractor at any time either comes within the Living Wage Program's definition of "Employer" or if the contractor no longer qualifies for the

exception to the Living Wage Program. In either event, the contractor shall immediately be required to commence paying the living wage and shall be obligated to pay the living wage for the remaining term of the Contract, including any option period. The County may also require, at any time during the Contract and at its sole discretion, that the contractor demonstrate to the County's satisfaction that the contractor either continues to remain outside of the Living Wage Program's definition of "Employer" and/or that the contractor continues to qualify for the exception to the Living Wage Program. Unless the contractor satisfies this requirement within the time frame permitted by the County, the contractor shall immediately be required to pay the living wage for the remaining term of the Contract, including any option period.

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

9.1.3 Contractor's Submittal of Certified Monitoring Reports

The contractor shall submit to the County certified monitoring reports at a frequency instructed by the County.

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

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

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

9.1.5 County Auditing of Contractor Records

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

9.1.6 **Notifications to Employees**

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

9.1.7 **Enforcement and Remedies**

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

1. Remedies for Submission of Late or Incomplete Certified Monitoring Reports. If the contractor submits a certified monitoring report to the County after the date it is due or if the report submitted does not contain all of the required information or is inaccurate or is not properly certified, any such deficiency shall constitute a breach of the Contract. In the event of any such breach, the County may, in its sole discretion, exercise any or all of the following rights/remedies:
 - a. Withholding of Payment. If the contractor fails to submit accurate, complete, timely and properly certified monitoring reports, the County may withhold from payment to the contractor up to the full amount of any invoice that would otherwise be due, until the contractor has satisfied the concerns of the County, which may include required submittal of revised certified monitoring reports or additional supporting documentation.
 - b. Liquidated Damages. It is mutually understood and agreed that the contractor's failure to submit an accurate, complete, timely and properly certified monitoring report will result in damages being sustained by the County. It is also understood and agreed that the nature and amount of the damages will be extremely difficult and impractical to fix; that the liquidated damages set forth herein are the

nearest and most exact measure of damages for such breach that can be fixed at this time; and that the liquidated damages are not intended as a penalty or forfeiture for the contractor's breach. Therefore, in the event that a certified monitoring report is deficient, including but not limited to being late, inaccurate, incomplete or uncertified, it is agreed that the County may, in its sole discretion, assess against the contractor liquidated damages in the amount of one hundred dollars (\$100) per monitoring report for each day until the County has been provided with a properly prepared, complete and certified monitoring report. The County may deduct any assessed liquidated damages from any payments otherwise due the contractor.

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

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

- a. Withholding Payment. If the contractor fails to pay one or more of its employees at least the applicable hourly living wage rate, the County may withhold from any payment otherwise due the contractor the aggregate difference between the living wage amounts the contractor was required to pay its employees for a given pay period and the amount actually paid to the employees for that pay period. The County may withhold said amount until the contractor has satisfied the County that any underpayment has been cured, which may include required submittal of revised certified monitoring reports or additional supporting documentation.
- b. Liquidated Damages. It is mutually understood and agreed that the contractor's failure to pay any of its

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

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

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

9.1.8 Use of Full-Time Employees

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

staffing plan. If the contractor changes its full-time employee staffing plan, the contractor shall immediately provide a copy of the new staffing plan to the County.

9.1.9 Contractor Retaliation Prohibited

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

9.1.10 Contractor Standards

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

9.1.11 Employee Retention Rights

1. The contractor shall offer employment to all retention employees who are qualified for such jobs. A “retention employee” is an individual:
 - a. Who is not an exempt employee under the minimum wage and maximum hour exemptions defined in the federal Fair Labor Standards Act; and
 - b. Who has been employed by a contractor under a predecessor Proposition A contract or a predecessor cafeteria services contract with the County for at least six (6) months prior to the date of this new Contract, which predecessor contract was terminated by the County prior to its expiration; and
 - c. Who is or will be terminated from his or her employment as a result of the County entering into this new contract.
2. The contractor is not required to hire a retention employee who:

- a. Has been convicted of a crime related to the job or his or her performance; or
 - b. Fails to meet any other County requirement for employees of a contractor.
3. The contractor shall not terminate a retention employee for the first ninety (90) days of employment under the contract, except for cause. Thereafter, the contractor may retain a retention employee on the same terms and conditions as the contractor's other employees.

9.1.12 Neutrality in Labor Relations

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

9.2 Extraordinary Incidents, Acts of God, Third Party Negligence

Contractor shall notify the Director in writing as soon as reasonably possible on the same day of discovery of any damage due to extraordinary incidents such as Acts of God and suspected third party negligence.

By reasons or acts beyond the control of the County, this Contract may be terminated by the County without liability or damages whenever the County is prevented by operation of laws, Acts of God, or by the official action of Local, State or Federal authorities from complying with the provisions of this Contract.

9.3 Compliance with the County's Smoking Ban Ordinance

This Agreement is subject to the provisions of the County's ordinance entitled Los Angeles County Code Title 17, Parks, Beaches, and Other Public Places, prohibiting smoking at County Parks ("Smoking Ban Ordinance") as codified in Sections 17.04.185 through 17.04.650 of the Los Angeles County Code.

10 ENFORCEMENT OF CONTRACT


- 10.1 The Director shall be responsible for the enforcement of this Contract on behalf of the County and shall be assisted therein by those officers and employees of the County having duties in connection with the administration thereof. The Director hereby reserves the right to: (a) assign such personnel as are needed to serve as County's Contract Project Monitor(s) in order to inspect and review the Contractor's performance of, and compliance with, all contractual services, duties, obligations, responsibilities, administrative procedures and staffing as set forth in this Contract, and (b) require the Contractor to provide such written documentation and/or regular reports as the Director deems necessary to verify and review the Contractor's performance under this Contract.
- 10.2 The County reserves the right to perform inspections at any time for the purpose of maintaining the Contractor's compliance with all Contract terms and conditions and performance standards.
- 10.3 The Contractor hereby agrees to cooperate with the Director, County's Project Managers and County's Contract Project Monitors, and any appropriate Federal or State representative, in the review and monitoring of the Contractor's service program, records and procedures at any reasonable time, as requested by the County.
- 10.4 In the event the County commences legal proceedings for the enforcement of this Contract or recovery of the premises herein, the Contractor does hereby agree to pay any sum which may be awarded to the County by the Court for attorney's fees and costs incurred in the action brought thereon.

11 ENTIRE CONTRACT

This document and the Exhibit(s) attached hereto constitute the entire contract between County and Contractor and its subcontractors, if any, for the security services to be provided for the Central Region Facilities. All other agreements, promises and representations with respect thereto, other than those contained herein, are expressly revoked, as it has been the intention of the parties to provide for a complete integration within the provisions of this document, and the Exhibit(s) attached hereto, the terms, conditions, promises and covenants relating to the security services of the Central Region Facilities. The unenforceability, invalidity, or illegality of any provision of this Contract shall not render the other provisions thereof unenforceable, invalid or illegal. No change to this Contract shall be valid unless prepared pursuant to Subsection 8.1, Amendments and Change Notices, and signed by both parties.

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.

ABSOLUTE SECURITY INTERNATIONAL, INC.

By _____
Signature
Lucy Lin_____
Print Name
President/QM_____
Title

COUNTY OF LOS ANGELES

By_____
Holly J. Mitchell, Chair
Board of Supervisors

ATTEST:

Celia Zavala, Executive Officer
of the Board of Supervisors

By_____

APPROVED AS TO FORM:

DAWYN R. HARRISON
Acting County Counsel

By _____
Deputy County Counsel

CALIFORNIA ACKNOWLEDGMENT

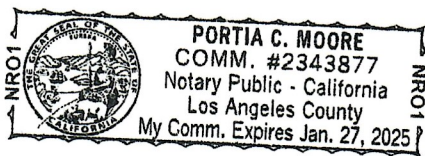
CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }

County of Los AngelesOn August 22, 2022 before me, Portia C. Moore, notary public,
Date Here Insert Name and Title of the Officerpersonally appeared Lucy Lin
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Place Notary Seal and/or Stamp Above

Signature [Signature]
Signature of Notary Public**OPTIONAL**

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached DocumentTitle or Type of Document: Security Services Contract

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)Signer's Name: Lucy Lin☒ Corporate Officer – Title(s): President / COO☐ Partner – ☐ Limited ☐ General☐ Individual ☐ Attorney in Fact☐ Trustee ☐ Guardian or Conservator☐ Other: _____

Signer is Representing: _____

Signer's Name: _____

☐ Corporate Officer – Title(s): _____☐ Partner – ☐ Limited ☐ General☐ Individual ☐ Attorney in Fact☐ Trustee ☐ Guardian or Conservator☐ Other: _____

Signer is Representing: _____

**CONTRACT FOR
SECURITY SERVICES**

TABLE OF CONTENTS OF EXHIBITS

STANDARD EXHIBITS

A	PRICING AND BILLING SCHEDULE
B	STATEMENT OF WORK
C	STATEMENT OF WORK EXHIBITS
D	CONTRACTOR'S EEO CERTIFICATION
E	COUNTY'S ADMINISTRATION
F	CONTRACTOR'S ADMINISTRATION
G	FORM(S) REQUIRED AT THE TIME OF CONTRACT EXECUTION (COVID-19 Vaccination Certification of Compliance and Confidentiality Forms)
H	CONTRACTOR'S QUALITY CONTROL PLAN
I	INTERNAL REVENUE SERVICES'S NOTICE NO. 1015
J	JURY SERVICE ORDINANCE
K	SAFELY SURRENDERED BABY LAW
L	LIVING WAGE ORDINANCE
M	LIVING WAGE RATE ANNUAL ADJUSTMENTS
N	PAYROLL STATEMENT OF COMPLIANCE
O	COUNTY DEFAULTED PROPERTY TAX REDUCTION PROGRAM
P	CERTIFICATION OF COMPLIANCE WITH GREEN INITIATIVES
Q	COUNTY'S SMOKING BAN ORNIDANCE

PRICING AND BILLING SCHEDULE

ABSOLUTE SECURITY INTERNATIONAL, INC. - CENTRAL REGION

LOCATION	WEEKLY SCHEDULE	GUARD		1 ST YEAR (12/1/2022 - 11/30/2023)		2 ND YEAR (12/1/2023 - 11/30/2024)		3 RD YEAR (12/1/2024 - 11/30/2025)		OPTION YEAR 1 (12/1/2025 - 11/30/2026)		OPTION YEAR 2 (12/1/2026 - 11/30/2027)	
		GUARD TYPE	ANNUAL HOURS	HRLY RATE	TOTAL ANNUAL SUM	HRLY RATE	TOTAL ANNUAL SUM	HRLY RATE	TOTAL ANNUAL SUM	HRLY RATE	TOTAL ANNUAL SUM	HRLY RATE	TOTAL ANNUAL SUM
South Agency HQ	7 days per week: Monday -Friday 5:00pm - 4:00am (11 hrs.) Sat, Sun, and Holidays 4:00am - 4:00am (24 hrs.)	ARMED	5510	\$29.98	\$165,189.80	\$32.08	\$176,760.80	\$34.32	\$189,103.20	\$36.73	\$202,382.30	\$39.30	\$216,543.00
East/ Regional Agencies HQ	7 days per week: Monday - Friday 5pm - 6am (13 hrs.) Sat, Sun, and Holidays 6:00am - 6:00am (24 hrs.)	ARMED	6010	\$29.98	\$180,179.80	\$32.08	\$192,800.80	\$34.32	\$206,263.20	\$36.73	\$220,747.30	\$39.30	\$236,193.00
Arboretum of Los Angeles County	7 days per week Excluding Christmas Monday - Sunday 7:00am - 11:00pm (16 Hrs.)	UNARMED	5824	\$28.49	\$165,925.76	\$30.48	\$177,515.52	\$32.62	\$189,978.88	\$34.90	\$203,257.60	\$37.34	\$217,468.16
72nd Street Corral and Equestrian Arena	7 days per week Monday - Sunday Close gate at Sunset (including Holidays)	UNARMED VEHICLE	N/A	MONTHLY RATE	TOTAL ANNUAL SUM	MONTHLY RATE	TOTAL ANNUAL SUM	MONTHLY RATE	TOTAL ANNUAL SUM	MONTHLY RATE	TOTAL ANNUAL SUM	MONTHLY RATE	TOTAL ANNUAL SUM
				\$1,350.70	\$16,208.40	\$1,445.25	\$17,343.00	\$1,546.42	\$18,557.04	\$1,654.67	\$19,856.04	\$1,770.49	\$21,245.88
ANNUAL GRAND TOTAL				\$527,503.76		\$564,420.12		\$603,902.32		\$646,243.24		\$691,450.04	

STATEMENT OF WORK
Security Services – North and Central Regions

TABLE OF CONTENTS

<u>SECTION</u>	<u>HEADING</u>	<u>PAGE</u>
1.	Scope of Work	1
2.	Contractor's Requirements	2
3.	Contractor's Background Clearance Requirements	3
4.	Contractor Responsibilities	4
5.	Contractor – Furnished Items	5
6.	Security Guard/Lead Guard/ Supervisor Tasks	10
7.	Contractor Employee Training Program	18
8.	Contractor's Annual Physical Exams and Requirements	22
9.	Contractor's Requirements for Observance of Regulations	22
10.	Sheriff's Department Regulations Regarding Weapon Safety	23
11.	County Forms to be used by Contractor	24
12.	Contractor's Quality Control Plan	25
13.	County's Contract Manager	26
14.	Assessments for Non-Performance	26
15.	County Furnished Items	27
16.	County's Responsibilities	28
17.	Minimum Staffing Plan	29
18.	Performance Requirements Summary	29

STATEMENT OF WORK
Security Services – North and Central Regions

1.0 SCOPE OF WORK

- 1.1 This Statement of Work (SOW), Appendix A, defines the scope of work to be performed by qualified contractor(s) for two (2) contracts to provide both armed and unarmed security services at various Headquarters/ Parks and Recreation locations throughout the Central, and North Regions of Los Angeles County Department of Parks and Recreation (Parks and Recreation) as specified in Section 4.0, Contractor Responsibilities.
- 1.2 Contractor shall be required to provide licensed uniformed security guards, who have been trained according to **California Code of Regulations Title 16, Division 7 of the Bureau of Security and Investigative Services (BSIS), Article 9.** (https://www.bsis.ca.gov/industries/g_train.shtml)
- 1.3 Contractor shall provide all personnel, materials, general supervision and other items or services necessary to perform the required security guard services described under Section 6.0, “Security Guard/Lead Security Guard/Supervisor Tasks”.
- 1.4 The Department shall have the right (1) to delete and/or add facilities and (2) add, delete, reduce, or change specific tasks and/or work hours for any and all shifts, based on organizational and/or operational requirements during the term of the contract, in accordance with Appendix C, Sample Contract, Subsection 8.1, Amendments and Change Notices. Added services shall be based on the agreed contract rates.
- 1.5 The requirement of said services may increase or decrease and/or the unarmed posts listed may become armed posts. Therefore, the Statement of Work includes all weapon-associated requirements necessary for any future armed security guards.
- 1.6 County requests for a change, addition, and/or deletion of services shall be made by written notice to Contractor three (3) to five (5) Business Days prior to coverage change. Contractor shall be required to provide written confirmation of coverage changes within three (3) calendar days of receipt of such notice. County will prepare evidence of the change, addition, and/or deletion of services, according to Appendix C, Sample Contract, Subsection 8.1, Amendments and Change Notices
- 1.7 Urgent service requests shall be made by County’s Contract Manager, in writing to Contractor, prior to the requested start of services with written evidence of the change in accordance with Appendix C, Sample Contract, Subsection 8.1, Amendments and Change Notices.

STATEMENT OF WORK
Security Services – North and Central Regions

2.0 CONTRACTOR'S REQUIREMENTS**2.1 Contractor shall provide the following personnel:**

2.1.1 Contractor's Project Manager shall have of a minimum of three (3) years' paid security management experience within the last five (5) years. Contractor's Project Manager will be responsible for the overall management of the contract and act as a central point of contact with the County. Contractor's Project Manager shall ensure on a daily basis, 100% post coverage or have sufficient back-up personnel available to replace guards absent from assigned post within two (2) hours or less. Contractor's Project Manager shall be available by telephone twenty-four (24) hours a day, seven (7) days a week to respond to emergencies or other critical operational requirements.

2.1.2 Supervisor shall have, at a minimum, two (2) years of security supervisory experience within the past five (5) years or at the lieutenant level and above. Contractor shall provide one (1) supervisor to inspect each post weekly to ensure proper performance of security guards.

2.1.3 Contractor shall be responsible for providing security guards who shall be competent and qualified to fulfill the requirements of the Agreement. Additional criteria for the selection and training of all security personnel are provided under Section 3.0, "Contractor's Background Clearance Requirements"; Section 7.0, "Contractor Employee Training Program"; and Section 8.0, "Contractor's Annual Physical Exams and Requirements".

2.1.4 Unarmed security officers shall have three (3) years' experience in the field and two (2) years' paid security experience.

2.1.5 Armed security officers shall have three (3) years' paid armed security experience, one year paid unarmed security experience, and have satisfactory work history.

2.2 Contractor shall provide sufficient staff to meet the level specified for each location designated in Section 4.0, "Contractor Responsibilities".

2.2.1 Contractor shall maintain trained and County-approved security guards as back-up staff to replace security guards who are absent for any reason.

STATEMENT OF WORK
Security Services – North and Central Regions

- 2.2.2 Contractor shall ensure security guards report absences to Contractor and to his/her County Contract Manager the day before a planned absence or within one (1) hour prior to employee's reporting time to work for unplanned absences.
- 2.2.3 Contractor shall notify the County Contract Manager of any absences. Contractor shall ensure post coverage at all times, replacement security guard shall report within two (2) hours or less of the absent security guard's reporting time.
- 2.2.4 In the event that a security guard must leave during the workday, Contractor shall send replacement security guard within two (2) hours or less to complete the remaining work schedule. The two (2) hour replacement requirement is a baseline; Contractor shall make every effort to have a replacement guard on site immediately upon notice of a vacant post.

3.0 CONTRACTOR'S BACKGROUND CLEARANCE REQUIREMENTS

- 3.1 Contractor must obtain a background investigation report of sufficient detail to ensure good character and trustworthiness of each security guard. Contractor shall be responsible for any cost associated with the background investigation process.
- 3.2 Contractor's security guards and supervisors who have been involved in any of the following shall not be accepted:
 - 3.2.1 Any felony conviction.
 - 3.2.2 Any sex conviction.
 - 3.2.3 Any military conduct that involved dishonorable discharge, bad conduct, or an undesirable discharge.
 - 3.2.4 Any pattern of irresponsible behavior including, but not limited to, unreasonable driving records as revealed on DMV Reports or poor employment records.
 - 3.2.5 Any conduct that would preclude the employee from receiving a bond.

STATEMENT OF WORK
Security Services – North and Central Regions

4.0 CONTRACTOR RESPONSIBILITIES

- 4.1 Contractor(s) shall provide security services at Central Region and/or North Region as specified:

CENTRAL REGION

- 4.1.1 South Agency Headquarters
360 West El Segundo Boulevard, Los Angeles, CA 90061
- 4.1.2 East Agency and Regional Facilities Agency Headquarters
265 Cloverleaf Drive, Baldwin Park, CA 91706
- 4.1.3 The Arboretum of Los Angeles County (Arboretum)
301 North Baldwin Avenue, Arcadia, CA 91007
- 4.1.4 The 72 Street Corral and Equestrian
550 72 Street, Long Beach, CA 90805

NORTH REGION

- 4.1.5 William S. Hart Regional Park and Museum
24151 North San Fernando Road, Newhall, CA 91321
- 4.1.6 Placerita Canyon Park
19152 Placerita Canyon Road
Newhall, CA 91321
- 4.2 Contractor shall be responsible for tracking approved service hours as identified in Pricing and Billing Schedule, to ensure service hours are not beyond the approved hours.
- 4.3 Contractor shall ensure that all posts are filled according to County's staffing plan, unless County gives a written modification of a change. Contractor shall be liable for all directly related and associated costs, should County or another contractor be required to fill the open post that Contractor is responsible for staffing.
- 4.4 Open Post without County's prior approval will be viewed by County as a serious breach of performance and may subject to Remedies and Liquidated Damages.
- 4.5 Facilities covered and the number of hours may be increased or reduced during the contract period by the County Contract Manager. Any additional work requested by the County Contract Manager will be provided to the

STATEMENT OF WORK
Security Services – North and Central Regions

County at the same rates outlined in the Pricing and Billing Schedule. As an example, it may become necessary during the life of this Contract to temporarily provide additional armed or unarmed security guards at other Parks and Recreation facilities.

- 4.6 All changes in services shall have the approval of the County's Contract Manager prior to deployment of added services. County shall contact Contractor either by phone call or written notice, when possible, three to five business days prior to coverage.
- 4.7 Contractor shall be required to provide written confirmation of the added Post Coverage within 24 hours, but no more than three (3) days of receipt of such order. Cost for security guards shall be according to the Pricing and Billing Schedule. Prior to services, the County's Contract Manager will prepare a Change Notice in accordance with the Agreement.
- 4.8 Contractor shall be responsible for parking fees for its employees, if applicable.

5.0 CONTRACTOR – FURNISHED ITEMS

All Contractor-furnished items in this Subsection 5.0, including all paragraphs, shall be provided by the Contractor at Contractor expense and at no cost to Contractor employees or to the County.

- 5.1 Contractor shall ensure that all equipment provided by Contractor shall, at all times, be kept clean, well maintained and up to manufacturer standards. Contractor shall provide regular maintenance, repair or replacement for equipment caused by reasonable wear and tear.

5.2 Uniforms/ Identification Badges

The Contractor shall at its expense ensure that all on-duty security guards wear complete County-approved uniforms. Uniforms shall be the same for all assigned security guards and security guard supervisors, unless an exception is required or approved by the County's Contract Manager. At least ten (10) days prior to the start of contract, Contractor shall obtain approval by Director for said uniforms. Said uniforms will consist of the following items, unless an exception is requested by County or due to facility requirements:

- 5.2.1 Trousers;
- 5.2.2 Shirt/Blouse;
- 5.2.3 Belt – solid black [smooth or basket-weave];
- 5.2.4 Tie – solid black [on request];

STATEMENT OF WORK
Security Services – North and Central Regions

- 5.2.5 Tie bar;
 - 5.2.6 Socks – solid black;
 - 5.2.7 Shoes – solid black, leather, military-type;
 - 5.2.8 Shoulder patches, as required by California Business and Professions Code 7582.26(f), on both arms of uniform shirt/blouse and jacket;
 - 5.2.9 Rain gear (as needed);
 - 5.2.10 Name Tags;
 - 5.2.11 Photo Identification Badges, with name, to be in the immediate possession of employee, and visibly displayed while on duty;
 - 5.2.12 Jacket, as appropriate to weather conditions; and
 - 5.2.13 Security guard and security guard supervisor uniforms shall always be clean and neatly pressed.
- 5.3 Contractor shall provide all employees providing services under the Contract with a County-approved photo identification card, listed above in section 5.2.11, as noted in Subsection __, Contractor Staff Identification of the Contract. Contractor identification card may be subject to County approval and shall contain a graphic of the appropriate badge, security guard name, and at least the following identifying information and specifications:
- 5.3.1 Recent photograph of the employee (within last five (5) years);
 - 5.3.2 Full name of employee, employee number, and title;
 - 5.3.3 Card should note: Los Angeles County Parks and Recreation Contracted Employee;
 - 5.3.4 Signature of employee and approving authority;
 - 5.3.5 Height, eye color, and hair color of the employee;
 - 5.3.6 The card should be numbered by the issuing employer;
 - 5.3.7 The card may contain medical information (e.g. blood type) if that information is supported by competent medical documentation;
 - 5.3.8 The card should be approximately 3 ½ inches wide by 2 ½ inches high;
 - 5.3.9 The card should indicate the date issued and any expiration date established by the issuing employer; and
 - 5.3.10 The completed card must be laminated securely both front and back.
- 5.4 Contractor shall issue a photo identification card, as described above, to each of their employees before assigning the employee to work in any County Location. Contractor personnel may be asked to leave a County Location by a County representative if they do not have the proper photo identification card on their person.

STATEMENT OF WORK
Security Services – North and Central Regions

- 5.5 Contractor shall notify County within 24 hours whenever one of their employees is terminated from providing services under this Contract. Contractor shall retrieve the Contractor's employee photo identification card and any County access keycard/ keys within 24 hours of termination.

5.6 **Security Guard Equipment/Accessories**

All armed and unarmed security guards and security guard supervisors (including relief, as required) shall be equipped by the Contractor, at Contractor expense and at no cost to Contractor employee or to the County, with at least the following equipment/accessories:

- 5.6.1 Current California Guard Registration Card;
- 5.6.2 Sam/Sally Browne (gun belt);
- 5.6.3 One (1) Handcuff Case;
- 5.6.4 One (1) set of Handcuffs plus key;
- 5.6.5 Four (4) Keepers;
- 5.6.6 One (1) Key Snap.
- 5.6.7 One (1) heavy duty 3-cell Flashlight approved by County, or approved alternate, with batteries;
- 5.6.8 One (1) radio holder/pouch;
- 5.6.9 Badge, to be worn and visibly displayed while on duty;
- 5.6.10 Side Handle Baton with Baton Ring or Collapsible Side Handle Baton with Baton Ring. Handler, 12", or the ASP (24" or 26") expandable straight stick;
- 5.6.11 Valid and current permit for Baton;
- 5.6.12 Pepper spray (10% solution of oleoresin capsicum in a 1.47 oz. container and carried in holster); and
- 5.6.13 Battery Operated, handheld, super bright, LED search light with a minimum 9-inch diameter lens. (at East/Regional Agency HQ)

Contractor shall be responsible for the maintenance of all Contractor-furnished Security Guard equipment/accessories.

5.7 **Armed Security Guard Equipment/Accessories**

All armed Security Guard equipment/accessories shall be provided by the Contractor, at Contractor expense and at no cost to Contractor employee or to the County.

Armed Security Guards shall be equipped with all items listed in Paragraph 5.6 - Security Guard Equipment/ Accessories of this Statement of Work, and the following items:

STATEMENT OF WORK

Security Services – North and Central Regions

- 5.7.1 Valid and current firearms permit indicating the specific firearm issued;
- 5.7.2 Ammunition pouch designed to hold two (2) magazines;
- 5.7.3 Issued duty holster, which specifically fits the issued weapon;
- 5.7.4 A pistol, semi-automatic, produced by Beretta or Smith & Wesson, 9mm caliber only, as issued by the Contractor, from the following pistol series:
 - Beretta 92F Series
 - Smith & Wesson M&P9 Series
 - Smith & Wesson M&P9 M2.0 Series
- 5.7.5 The above listed firearms have been approved by the Los Angeles County Sheriff's Department as meeting their testing requirements for safety, performance, quality, and training procedures.
- 5.7.6 Ammunition, for pistol, semi-automatic, a minimum quantity to fill three (3) magazines for the carried weapon, 9mm Jacketed Hollow Point ammunition, as issued by the Contractor. A semi-automatic pistol shall be carried with one round chambered and a full magazine inserted into the pistol, safety on if so equipped.
- 5.7.7 Armed security guards shall only carry a firearm for which they are currently licensed and qualified under the California Business and Professions Code Section 7596 – 7596.13. The firearm shall be listed on their firearms' card issued by Department of Consumer Affairs, Bureau of Security and Investigative Services.
- 5.7.8 Each armed security guard shall be required to qualify/re-qualify twice annually. Once during the first half of the year and once during the second half of the year.
- 5.7.9 Qualification slips shall be filed with their company of employment and be available for audit by personnel of the Department.

5.8 Weapons List.

Contractor shall provide a Weapons List at start of contract with the name of the security guards and the make and serial number of each security guard's revolver or pistol. Contractor is responsible for providing updated Weapons List as changes occur. County will conduct random inspection to ensure compliances.

5.9 Patrol Vehicle or other Mobile Unit:

For Central Region:

- **Arboretum** - Contractor shall furnish, maintain, and operate a vehicle that should be able to maneuver effectively and efficiently on the miles of unimproved roads and paths throughout the

STATEMENT OF WORK

Security Services – North and Central Regions

Arboretum, including during periods of inclement weather, to patrol the designated areas.

- **East Agency and Regional Agency** – Contractor shall furnish, maintain, and operate a patrol vehicle to patrol the designated areas.

For North Region:

- **William S. Hart Regional Park and Museum and Placerita Canyon** - Contractor shall furnish, maintain, and operate a patrol vehicle. Patrol vehicle specification shall be a mid-sized sedan equipped with the minimum safety and security items:
 - Spotlight with ½ mile illumination range
 - Fire extinguisher and flares
 - Emergency road repair equipment including jack and spare tire
 - First aid kit
 - Decals on the exterior right and left front door panels identifying the Contractor's name.
 - Public Address (PA) System
 - Light Bar

5.10 Replacement of County Equipment.

- 5.10.1 Contractor assumes full responsibility for all equipment issued by the County to Contractor solely for performance of work contained herein.
- 5.10.2 Should Contractor's employees damage County property or equipment, County shall forward an invoice to Contractor for all repairs or replacement cost of any lost, stolen, or damaged County equipment assigned to Contractor's personnel along with a Contract Discrepancy Report (CDR).
- 5.10.3 Payment for equipment damaged is due to County within thirty (30) days of receipt of invoice. If payment is not received within thirty (30) days, County shall deduct replacement cost from Contractor's invoice for security guard services.
- 5.10.4 Contractor shall reimburse County, at current replacement rate, for all equipment that is lost, damaged, stolen, or becomes otherwise unavailable due to Contractor negligence.

STATEMENT OF WORK
Security Services – North and Central Regions

5.10.5 Upon termination of the Agreement, all equipment shall be returned to County in good operating condition, less reasonable wear and tear.

5.11 Additional Material Provided by Contractor

5.11.1 Contractor shall provide all working materials necessary for the proper performance of the Agreement including such items as logs, required forms, and stationery. Contractor shall supply these materials at no cost to County.

5.11.2 Contractor shall provide portable two-way communication device to all Contractor personnel for the purpose of maintaining communication with base station. Radios may be passed on to Contractor personnel at the change of a shift.

5.11.3 Contractor shall supply, install, operate, and maintain, at its own expense, technology used to monitor patrol guards, approved by the Director, at specific locations throughout the East and South Agencies identified in Section 4, Contractor Responsibilities. Checkpoints and patrol frequencies will be agreed upon for maximum security coverage. Said technology should be able to download its data or access its data, electronically, to be reviewed by the County's Contract Manager on an as-needed basis. Such data shall include, at a minimum, each checkpoint location and the date and time the guard was at each checkpoint. In addition, a report should be available to be generated that shows check in/out times, foot patrol as directed by site specific post orders, and hours worked. The report shall be used to generate monthly invoices to be submitted to County along with hard copy sign-in/sign-out sheets. Contractor shall provide and maintain such technology at no cost to County.

6.0 SECURITY GUARD/LEAD SECURITY GUARD/SUPERVISOR TASKS

6.1 **Mandatory Tasks For All Regions** - Security guard shall perform the following tasks as outlined below:

6.1.1 Security guard shall patrol buildings, parking lots and access areas for the purpose of protecting against vandalism, damage or theft of public and private property. During patrol, he/she must visit all designated checkpoint locations at the agreed upon frequencies.

STATEMENT OF WORK
Security Services – North and Central Regions

- 6.1.2 Security guard shall sign in and out each day, on the County's Sign-In sheet.
- 6.1.3 Security guard shall report to work on time and hold over on specified posts until relieved as required.
- 6.1.4 Security guard shall wear photo I.D. while on duty.
- 6.1.5 Security guard shall maintain a clean and professional appearance; be courteous to the public and County personnel at all times.
- 6.1.6 Security guard shall lock/unlock gates and doors at designated times.
- 6.1.7 Security guard shall raise and lower flags at designated hours.
- 6.1.8 Security guard shall turn off/on lights at close/start of business.
- 6.1.9 Security guard shall communicate effectively in English, both verbally and in writing with the public and County personnel; direct visitors to personnel or services within the facility.
- 6.1.10 Security guard shall visually inspect persons for proper identification, and if required, maintain a sign in and out log.
- 6.1.11 Security guard shall be familiar with the Department's Emergency Procedures for each post.
- 6.1.12 Security guard shall keep an updated list of contacts to report emergencies including the Internal Services Department dispatcher, (562) 401-0064.
- 6.1.13 Security guard shall detain person(s) suspected of damaging property, injuring others, and possession of stolen goods. He/she must exercise proper arrest techniques to avoid inappropriate touching or the use of force according to **Bureau of Security and Investigative Services (BIS) Business and Professional Code Section 7583.7(a)**.
- 6.1.14 Security guard shall maintain order and use good judgment and discretion in handling unruly or trespassing public.
- 6.1.15 Security guard shall report all incidents of an emergency nature involving potential damage or injury to local law enforcement and the County's Contract Manager with written reports to follow

STATEMENT OF WORK
Security Services – North and Central Regions

immediately. If the incident is of a non-emergency nature, the written reports may be submitted at the end of the security guard's shift.

- 6.1.16 Security guard shall be knowledgeable of security procedures, alarm systems, electronic devices, on each assigned post.
- 6.1.17 Security guard shall be knowledgeable in the operation of assigned radios, including knowledge of all appropriate codes.
- 6.1.18 Security guard shall be knowledgeable of local jurisdiction and who to call when incidents occur.
- 6.1.19 Security guard shall be knowledgeable of and adhere to the "Sheriffs Department Regulations Regarding Weapons Safety" as outlined in Section 10 of this Appendix A, Statement of Work.
- 6.1.20 Security guard shall be awake at all times during post coverage. Assessments will be made for reports of negligence of duty.
- 6.1.21 Security guard shall monitor and respond to the security alarm system at the facilities and document any action taken.
 - 6.1.21.1 If the incident is of an emergency nature involving potential damage or potential injury, security guard shall contact 911, local law enforcement, Superintendent, and his/her immediate supervisor. Security guard shall remain and keep facility secure until appropriate County personnel reach the facility. Written reports regarding the incident shall also be submitted immediately to the County's Contract Manager.
 - 6.1.21.2 If the incident is of a non-emergency nature, the written reports should be completed at the end of the security guard's shift and submitted to the County's Contract Manager by the next business day.
- 6.1.22 Security guards shall not use any County telephone except for the purpose of making or receiving calls to/from their supervisors, representatives of the County, and emergency situations.
- 6.1.23 Security guards shall present a business like demeanor at all times. Excessive socializing with the public or County employees during the security guard's working hours is to be discouraged.

STATEMENT OF WORK
Security Services – North and Central Regions

6.1.24 Security guards shall not be allowed to sit or socialize in their personal vehicles during their assigned shift unless prior approval has been given by the County's Contract Manager.

6.1.25 Security guards shall not read, or use personal radios, compact disc players, tape players, cell phones, televisions, laptop computers or any handheld computer devices, etc., at their assigned posts at anytime.

6.1.26 Security guards shall not remove or borrow County materials or equipment or items owned by employees of the County. This includes heaters, fans, radios, food found in employee break-room refrigerators, etc.

6.2 North Region - William Hart Facility Requirements

In addition to 6.1 above, the security guard at William S. Hart Park and Museum shall be responsible for the following:

6.2.1 At the start of the shift, security guard will meet at the Museum and sign in with a member of the Museum staff. At the end of the shift, the security guard will sign out at the park maintenance office.

6.2.2 Security guard's shift schedule will change twice per year based on the museum's hours.

6.2.3 (Intentionally Omitted)

6.2.4 The security guard shall be responsible to check the campgrounds and picnic areas for any vandalism, graffiti, etc., after the museum tours are completed, and report any incidents back to the Superintendent of the facility.

6.2.5 Security guard will ensure the Museum staff or Park staff opens the Ranch House before proceeding to the Museum.

6.2.6 Security guard shall secure the inside of the Museum by ensuring all exhibit gates are locked prior to the start of tours.

6.2.7 Security guard shall follow each tour through the Museum. If there is more than one tour in the Museum, the security guard shall position him/herself between the tours.

6.2.8 Security guard shall remove any unruly patrons from the Museum at the request of the Museum staff or when he/she feels that the

STATEMENT OF WORK
Security Services – North and Central Regions

patron(s) should be removed for the protection and general well-being of the artifacts and the facility.

- 6.2.9 Security guard shall patrol the Park grounds on a routine basis after the Museum tours are completed. While patrolling, security guard shall check on the Museum staff.
- 6.2.10 During winter hours only, before closing time, when possible, the security guard shall make a public announcement to the patrons of the park that the park will be closing in one-half (½) hour. After the public announcement has been made, the security guard will proceed to the Senior Center and lock the Trail Gate near the buffalo pen. County Sheriffs will lock the Trail Gate during summer hours.
- 6.2.11 After locking the Trail Gate, security guard shall check the campgrounds for authorized/permitted campers. If unauthorized/non-permitted campers are present, security guard shall identify himself/herself and shall ask them to leave the facility.
- 6.2.12 Security guard shall lock the District Office Front Gates under the following circumstances:
- 6.2.12.1 If there are no authorized/permitted campers in the campgrounds and no Society members present.
- 6.2.12.2 If there are no authorized/permitted campers in the campgrounds and Society members are present, but have no key. Security guard shall identify himself/herself and let the member(s) know that he/she is leaving and will be locking the facility and they will be asked to leave the facility.
- 6.2.13 Security guard shall close, not lock, the District Office Front Gates under the following circumstances:
- 6.2.13.1 If there are authorized/permitted campers in the campgrounds and no Society members present.
- 6.2.13.2 If there are authorized/permitted campers in the campgrounds and Society members are present, but have no key. Security guard shall identify himself/herself and let the member(s) know that he/she is leaving and will be closing the facility. Member(s) will be asked to leave the facility.

STATEMENT OF WORK

Security Services – North and Central Regions

6.2.13.3 Security guard must notify Superintendent the status upon leaving his/her shift.

6.2.14 If there are Society members present who have a key, they will be responsible for locking or closing the Historical Society and the District Office Front Gates. Security guard shall identify himself/herself and let the member(s) know that he/she is leaving and will be locking the other gates.

6.2.15 After locking or closing the Historical Society and the District Office Front Gates, security guard shall lock the Interim Gate between the District Office and the Hart Park facility.

6.2.16 After locking the Interim Gate, security guard shall lock the Exit Gate along Newhall Avenue. If there are any cars left in the parking lot, the security guard will locate the patron(s) and let him/her (them) know that the facility is closed and to please exit. If the security guard is unable to locate the patron(s), he/she shall notify the local law enforcement and provide them with a description of the vehicle and the license plate number. The security guard shall lock the Exit Gate.

6.2.17 After locking the Exit Gate, security guard shall lock the Main Gate on Newhall Avenue once all the patrons have exited; at the end of shift.

6.2.18 Security guard shall contact 911 immediately if there are any emergencies or patron confrontations on the facility. In addition, guard must contact the Sheriff's Park Bureau at (800) 834-0064, and Superintendent.

6.2.19 Security guard shall immediately inform the Superintendent of any vandalism or incidents. Verbal notification shall be followed up with written report. If the incident is of a non-emergency nature, the written reports may be submitted at the end of the security guard's shift.

6.3 North Region - Placerita Canyon Park Facility and Walker Ranch Trail (Patrol Only)

In addition to 6.1 above, the security guard at Placerita Canyon Park shall be responsible for the following:

6.3.1 At sunrise and sunset, security guard shall patrol the following areas: Placerita main office and Walker Ranch Trail.

STATEMENT OF WORK
Security Services – North and Central Regions

6.3.2 Security guard must have a list of contacts and radio communication device for reporting purposes.

6.3.3 **At Sunrise** - security guard shall conduct vehicle patrol at Placerita Canyon to check for intruders, and trespassers. Security guard shall conduct surveillance on the following locations:

6.3.3.1 **Placerita Canyon and Walker Ranch Trail** – unlock the front entrance trail gate and drive in the parking area to identify any signs of vandalism, trespassing, and illegal activities. Report all incidents to the Superintendent. Unauthorized vehicle(s) shall be reported to Superintendent immediately. Unauthorized individuals found in the parking area must be asked to leave. If the unauthorized individual is uncooperative, Security Guard shall contact local law enforcement, and Superintendent.

6.3.3.2 After routine check at Placerita main office parking lot, security guard shall drive East toward the Walker Ranch Trail approximately two (2) miles. Security Guard shall assure that the gate is locked. Any illegal activities must be reported to local law enforcement, and Superintendent. In an emergency situation, Security Guard must immediately call 911.

6.3.4 **At Sunset** - Security Guard will conduct a routine check of Placerita Canyon and Walker Ranch Trail.

6.3.4.1 **Placerita and Walker Ranch Trail** - Upon arriving at Placerita main office, Security Guard shall drive through front gate and conduct a routine check for unauthorized vehicles and trespassers. Any illegal activities must report immediately to local law enforcement and Superintendent. After thorough surveillance, security guard shall lock the gate and drive East to Walking Ranch Trail for final routine check.

6.4 East Agency and Regional Agency

In addition to 6.1 above, the security guard at the East and Regional Agencies shall be responsible for the following:

6.4.1 During night guard's first patrol, check locks on all vehicles, buildings, gates, bins, etc. to ensure they are locked. Lock those items that were found unlocked. Include those items that were not locked in the incident report.

STATEMENT OF WORK
Security Services – North and Central Regions

6.4.2 Night guard must use a handheld, super bright, LED search light during night patrol.

6.5 Arboretum

In addition to 6.1 above, the security guard at the Arboretum shall be responsible for the following:

6.5.1 During night guard's first patrol, check locks on all vehicles, buildings, gates, bins, etc. to ensure they are locked. Lock those items that were found unlocked. Include those items that were not locked in the incident report.

6.5.2 Night guard must use a handheld, super bright, LED search light during night patrol.

6.6 Supervisor and/or Lead Security Guard shall perform the following tasks once per week:

6.6.1 Inspection of all security personnel to ensure proper uniform, sobriety, and clear comprehension of Post Orders and emergency procedures.

6.6.2 Conducting on-site training, as necessary.

6.6.3 Issue radios, radio holders, and entrance keys (as appropriate) to all security guards.

6.6.4 Ensure rain gear is provided to all security guards posted outside in stormy weather.

6.6.5 Provide orientation and training for all newly assigned security guards to the facility. He/she may also be required to provide refresher and/or remedial training to security personnel as needed.

6.6.6 When necessary, Supervisor will act as a back-up for security guard until suitable replaced guard reports to post.

6.6.7 Maintain Sign-In Sheets, including:

6.6.7.1 Obtain County signature on all sign-in sheets.

6.6.7.2 Verify and obtain all security guards' signatures on shift and ensuring all hours worked are properly accounted for and ensure signatures are legible according to appropriate invoicing procedures.

STATEMENT OF WORK

Security Services – North and Central Regions

- 6.5.7.3 Submit sign-in sheets electronically to the appropriate personnel at corporate headquarters; maintain originals for proper invoicing procedures.

7.0 CONTRACTOR EMPLOYEE TRAINING PROGRAM

- 7.1 Contractor shall provide to County, prior to the Agreement start date, a Training Program, and refresher courses according to BSIS, Division 3, Section 7580 of the Business and Professions Code (B&P) for all personnel, with names of employees, dates and a complete list of 1) Training Completed; and, 2) Training Schedule of future training needs.
- 7.2 Contractor shall provide training to its entire personnel providing services to County under this Agreement, whereby County can be assured that personnel are capable of assuming the responsibilities of their assignments.
- 7.3 Training shall focus on and relate directly to duties in the Statement of Work.
- 7.4 Contractor shall present to County, prior to the Agreement start date, a detailed plan of how training for supervisors and security guards shall be accomplished. This training program must meet the standards requirements prescribed by section 7581, 7583.6, and 7583.7 of the Business and Professions Code.
- 7.5 Contractor shall ensure that all firearms training complies with California Firearms Training Standards prescribed by the California Department of Consumer Affairs, Section 7583.5 of the Business and Professions Code prior to be assigned to armed posts.

7.6 New Personnel

Contractor shall conduct background check on new personnel prior to placement; provide all training to new personnel; and issue all related equipment, supplies, and uniforms as specified throughout Appendix A, Statement of Work.

- 7.7 Pursuant to California's Business and Professions Code Section 7583.6 (b), Contractor's Employee Training Plan shall include:**
[\(http://law.onecle.com/california/business/](http://law.onecle.com/california/business/)^(OBJ)[\)](#)

- 7.7.1 Orientation/Duties and Function of Contractor Security Guards (2 hours Preliminary Training):
- 7.7.2 Training titled, "What is Security?"

STATEMENT OF WORK
Security Services – North and Central Regions

- 7.7.3 Public Relations – Shall include intensive training in the area of courtesy, professionalism, and working well with culturally diverse populations, thereby ensuring that each security guard's demeanor and attitude is: a) civil; b) well-mannered; c) gracious; and d) polished when responding to County employees and the public.
- 7.7.4 Sexual Harassment Training – Per Government Code 12950.1 (AB 1825) Two (2) hours of classroom training regarding sexual harassment for all supervisory employees.
- 7.7.5 Maintenance and safe-guarding of uniform and equipment.
- 7.7.6 Neat appearance.
- 7.7.7 Role of Security guard (Security guards shall respond and handle situation not merely observe and report).
- 7.7.8 Note taking/Reporting.
- 7.7.9 First Aid / CPR

7.8 Legal Powers and Limitations

- 7.8.1 Prevention versus apprehension
- 7.8.2 Use of force
- 7.8.3 Search and seizure
- 7.8.4 Limitations on security guard power to arrest (Arrest powers)
- 7.8.5 Responsibilities and ethics in citizen arrest
- 7.8.6 Restrictions on searches and seizures
- 7.8.7 Criminal and civil liabilities
- 7.8.8 Personal Liability

7.9 Prevention/Protection

- 7.9.1 Patrolling
- 7.9.2 Checking for hazards
- 7.9.3 Access control
- 7.9.4 Interviewing techniques
- 7.9.5 County rules/regulations
- 7.9.6 Inspections
- 7.9.7 Safety

7.10 Enforcement

- 7.10.1 Techniques of searching
- 7.10.2 Handling juveniles
- 7.10.3 Handling mentally disturbed persons
- 7.10.4 Parking/traffic control
- 7.10.5 Observation/Description
- 7.10.6 Preservation of evidence
- 7.10.7 Criminal/Civil law
- 7.10.8 Crimes in progress

STATEMENT OF WORK
Security Services – North and Central Regions

- 7.10.9 Unruly persons
- 7.10.10 Defensive tactics
- 7.10.11 Procedures for bomb threats
- 7.10.12 Procedures during fires, explosion, floods, demonstrations

7.11 Special Problems

- 7.11.1 Vandalism
- 7.11.2 Escort
- 7.11.3 Arson
- 7.11.4 Burglary
- 7.11.5 Robbery
- 7.11.6 Theft
- 7.11.7 Loitering
- 7.11.8 Drugs/Alcohol
- 7.11.9 Sabotage
- 7.11.10 Espionage
- 7.11.11 Terrorism

7.12 General Emergency Services

- 7.12.1 Communications
- 7.13.2 Crowd Control
- 7.13.3 Fire control systems/Fire prevention
- 7.13.4 Safe security guarding County property
- 7.13.5 Law enforcement/Private security relationships
- 7.13.6 Responding to alarms

7.13 Contractor Training Reports

- 7.13.1 Contractor is responsible for ensuring that all courses of Contractor's security guards and supervisors successfully pass each Training Block with a minimum score of seventy-five percent (75%) to be eligible to work (be assigned to a County Facility). Contractor shall provide a Training Report of Training Block, prior to contract start.
- 7.13.2 County has the right to audit Contractor's training classes at County's discretion. Contractor shall make available all training records upon request.
- 7.13.3 Contractor shall provide a Quarterly in-service intensive training to all assigned security personnel in the area of Public Relations, Section 7.7.3 of the Statement of Work. Such training shall ensure that the Contractor's provision of security services are representative of promoting a positive reputation of the County of Los Angeles, in County's relationship with the public it serves.

STATEMENT OF WORK
Security Services – North and Central Regions

7.13.4 Contractor shall be monetarily assessed for any security personnel who exhibits any rude behavior/demeanor or uses any offensive language while assigned to a post at any County facility.

7.14 Employment / Training File

7.14.1 Contractor shall be responsible for maintaining the Employment/Training File for each employee assigned to a County facility. The training file shall serve as a source to maintain all copies of required certifications, training records and training completion dates, and a biography of each employee. All files must include the following items:

7.14.2 Background Investigation Clearance Form with current Polaroid photo

7.14.3 Copy of Consumer Credit Report

7.14.4 Copy of high school diploma or GED

7.14.5 Copy of current State of California Security Guard Registration Card

7.14.6 Copy of current State of California Firearms Qualification Card (armed security guards and Security Guard Supervisors only)

7.14.7 Copy of current California Firearm Permit (armed Security Guards and Security Guard Supervisors only)

7.14.8 Pepper Spray Permit. Include copy of permit to carry ten percent (10%) solution of oleoresin capsicum (pepper spray).

7.14.9 Copy of P.O.S.T. Certification in Baton Training

7.14.10 Copy of current CPR/First Aid Certificate

7.14.11 Copy of Valid California class "C" Drivers License

7.14.12 Copy of Radio Communication Certification

7.14.13 Copy of Social Security Card

7.14.14 Copy of Medical Drug Test Record (pass/fail)

STATEMENT OF WORK
Security Services – North and Central Regions

7.14.15 Employment History

Employment history shall include a list of candidates' present or last job first, then all jobs held and any periods of unemployment for the previous ten (10) years, including all security services experience.

7.15.16 Military Services

All military experience (regular or reserve) must be documented. Include a copy of candidate's Selective Service Card and/or military discharge papers DD214. If candidate does not possess a Selective Service Card or military discharge papers, explain why information is not available.

7.15 Contractor's Monitor System for Training File

7.15.1 Contractor shall monitor employee's expiration dates for all required certifications and required training and ensure all training and required certifications are kept current.

7.15.2 Contractor shall be assessed a Monetary Assessment by the County as shown on the Performance Requirement Summary for failure to comply with any segment of this Section 7.0

8.0 CONTRACTOR'S ANNUAL PHYSICAL EXAMS AND REQUIREMENTS

8.1 Contractor's supervisors and security guards must be in good general health without physical limitations or abnormalities, which would interfere with the performance of required duties.

8.2 All employees to be hired by Contractor for assignment to County facilities under this Agreement must undergo a physical examination at Contractor's own expense before commencing services and annually thereafter.

8.3 Medical records shall be available for review upon the request of the County's Contract Manager.

9.0 CONTRACTOR'S REQUIREMENTS FOR OBSERVANCE OF REGULATIONS

The Contractor and Contractor's personnel are required to follow all Federal, State and local laws that apply to providing security services under this Agreement, and all laws affecting arrest as set forth in Sections 834 and 837 of the California Penal Code. Additional laws include, but are not limited to, the licensing of personnel. Further, Contractor shall ensure that all designated armed security guards are

STATEMENT OF WORK
Security Services – North and Central Regions

properly qualified to possess a firearm pursuant to the California Business and Professions Code Section 7596 – 7596.13.

10.0 SHERIFFS DEPARTMENT REGULATIONS REGARDING WEAPON SAFETY

10.1 The Contractor shall observe the following safeguards regarding the use of firearms and batons at any and all County work sites and/or facilities.

10.1.1 At no time will weapons, i.e., firearms and batons, including Sam/Sally Browne belt and ammunition be stored at County facilities where security services are being provided.

10.1.2 At no time are the Sam/Sally Browne belt, firearm, baton or ammunition to be removed from the person of the security guard or left unattended at any County site unless under extreme emergency or in a life threatening situation.

10.1.3 Firearms and batons are not to be utilized as a measure of threat or intimidation, but in a life threatening or emergency situation only.

10.1.4 Firearms are not to be removed and cleaned at any County facility at any time.

10.1.5 Unauthorized weapons, holsters, and ammunition are specifically prohibited at all County facilities.

10.1.6 In the event of an incident involving serious misuse of authority or violation of firearm regulations by Security Guard or any Contractor employees, Contract Monitor may proceed with and conduct an administrative investigation. Contractor shall fully cooperate with County in such situation, including, but not limited to, submitting documentation requested by Contract Monitor, and allowing Contractor employees to be interviewed at a location designated by Contract Monitor

10.1.7 Contractor shall maintain all firearms, ammunition, and accessories in good working condition..

10.1.8 Armed Security Guards and Security Guard Supervisors shall adhere to regulations regarding proper use of firearms as set forth in California Penal Code Sections 830.1 through 854.

10.1.9 Loss, theft or misuse of any equipment must be reported immediately to the County's Contract Manager.

STATEMENT OF WORK

Security Services – North and Central Regions

10.1.10 Accidental discharge of a firearm by the contract security guard will require immediate removal of the security guard and a monetary assessment.

10.1.11 Contractor shall, upon award of contract, provide the County's Contract Manager with a copy of company's CAL/OSHA Industrial Injury Prevention Program (IIPP).

11.0 COUNTY FORMS TO BE USED BY CONTRACTOR

11.1 The following is a list of forms or logs that are applicable to the requirements for implementation of the Statement of Work and will be provided to the Contractor by County's Contract Manager upon award of Contract:

- 11.1.1 County Equipment Damage and Loss Liability Form
- 11.1.2 Statement of Loss of County Security Equipment
- 11.1.3 Incident Report
- 11.1.4 Daily Sign In/Out Log
- 11.1.5 Living Wage Compliance Forms

11.2 Contractor shall provide all Contractor forms, sample of invoices, time sheets or any contract related form to County for review and approval, prior to start of contract.

11.3 Contractor may substitute its company's forms for County's forms; however, County's Contract Manager shall approve the substitute forms prior to use.

11.4 Contractor shall provide weekly/Bi-weekly/ or Monthly reports automatically to the County's Contract Manager to include any incidents, verifying patrols, verifying supervisor visits, and any other reports needed to ensure the requirements of the Contract are met.

11.5 Contractor must provide a daily written log indicating time in/time out and a schedule of times of the area patrols that would be available to the County's Contract Manager at the Facility.

11.6 Certification/Reports

11.6.1 Payroll Report

The Contractor shall complete a Payroll Certification Report which shall be made available to the Director or his Designee concurrent with the monthly invoicing. The Contractor may use Public Works Payroll Reporting and Certification Form that can be found at: <https://www.dir.ca.gov/dlse/Forms/PW/DLSEFormA-1-131.pdf>, or provide the required information in a form acceptable to the Director

STATEMENT OF WORK
Security Services – North and Central Regions

or his Designee. The monthly payment will not be made until such report is received and found acceptable by the Director or his Designee

11.6.2 Certified Monitoring Reports for Living Wage Program

The Contractor shall submit to the County, certified monitoring reports at a frequency instructed by the County. The certified monitoring reports shall list all of the Contractor's Employees during the reporting period. The certified monitoring reports shall also verify the number of hours worked, the hourly wage rate paid, and the amount paid by the Contractor for health benefits, if any, for each of its Employees. The certified monitoring reports shall also state the name and identification number of the Contractor's current health care benefits plan, and the Contractor's portion of the premiums paid as well as the portion paid by each Employee. All certified monitoring reports shall be submitted on forms provided by the County which contains the above information. The County reserves the right to request any additional information it may deem necessary. If the County requests additional information, the Contractor shall promptly provide such information. The Contractor, through one of its officers, shall certify under penalty of perjury that the information contained in each certified monitoring report is true and accurate.

11.6.3 Staffing Plan by Location

12.0 CONTRACTOR'S QUALITY CONTROL PLAN

- 12.1 Contractor shall ensure the requirements of the Contract are met. The Contractor's Quality Control Plan is separate from the Performance Requirement Summary or any other inspection programs in the Agreement.
- 12.2 Contractor's supervisor or Quality Control personnel, not the security guards actually performing the security services, shall conduct this program. A copy of the Contractor's Quality Control Plan must be provided to County's Contract Manager prior to the start of the Agreement.
- 12.3 Contractor shall provide to County all changes to Contractor's Quality Control Plan as changes occur.
- 12.4 The Quality Control Plan shall include, but not be limited to, the following:
 - 12.4.1 Monitoring system covering all tasks and services listed in the Statement of Work and the Agreement which specifies a method for identifying and preventing deficiencies in the quality of services, performed before the level of performance becomes unacceptable.

STATEMENT OF WORK
Security Services – North and Central Regions

- 12.4.2 A Monitoring system covering all employee certifications and training files listed in the Statement of Work and Performance Requirements Summary.
- 12.4.3 A file of all inspections conducted by contractor and, if necessary, the corrective action taken. This documentation shall be made available as requested by the County during the term of this Contract.
- 12.4.4 The methods for continuing assured service to the County in the event of a strike of Contractor's employees.

13.0 COUNTY'S CONTRACT MANAGER

- 13.1 County's Contract Manager is the only person authorized by Parks and Recreation to request work of the contractor. The County's Contract Manager will be supported by an on-site County's Assistant Contract Manager at each field facility. From time to time, Parks and Recreation may change County's Contract Manager and/or County's Assistant Contract Manager. The Contractor will be notified in writing when there is a change in the County's Contract Manager and/or County's Assistant Contract Manager.
- 13.2 County's Contract Manager will perform the following duties:
 - 13.2.1 Review Living Wage Program requirements, monthly reports and medical coverage certifications, if applicable, to ensure compliance.
 - 13.2.2 Perform monthly inspections covering all assigned tasks, review results of action taken as a result of contract discrepancy report, and perform on-site inspections and other necessary functions.
 - 13.2.3 Monitor condition of security guard equipment and, if found defective or inadequate, shall prepare a Contract Discrepancy Report.
 - 13.2.4 Evaluate Contractor's performance under the Agreement, using the Statement of Work, Performance Requirements Summary and/or such procedures as may be necessary to ascertain Contractor's compliance with the Agreement
 - 13.2.5 County's Contract Manager reserves the right to schedule meetings, if Contractor's performance does not meet an acceptable quality level. An acceptable quality level will be determined by, but not be limited to, the Contractor adhering to the Agreement requirements and the Statement of Work.
 - 13.2.6 County's Contract Manager will provide a list of the County holidays at the start of the Contract and then annually.

14.0 ASSESSMENTS FOR NON-PERFORMANCE

- 14.1 County will closely monitor all aspects of the Agreement and Contractor's performance and when necessary make assessment for Non-Performance

STATEMENT OF WORK
Security Services – North and Central Regions

as a means to remedy or correct the problem as County perceives appropriate.

- 14.2 County will use a Contract Discrepancy Report Form, which is the method used to make assessments for each incident of Contractor's Non-Performance with the Contract requirements in the Statement of Work and Performance Requirements Summary.
- 14.3 The Director or designee will determine whether a formal Contract Discrepancy Report must be issued and/or shall have the discretion to impose a monetary assessment against Contractor for formal Contract Discrepancy Reports issued to Contractor when non-compliance or poor performance is identified.
- 14.4 Upon receipt of Contract Discrepancy Report, Contractor shall resolve the problem immediately when possible, but resolution of the problem shall not exceed two (2) business days unless otherwise specified in the Contract Discrepancy Report.
- 14.5 Contractor shall present a written program or solution for immediate correction of all failures of performance identified in the Contract Discrepancy Report that meets County's Contract Manager's expectations and all requirements set forth in the Agreement.
- 14.6 The Director or designee may waive monetary assessments should he/she determine that an assessment is unjustified.
- 14.7 Monetary assessments that are imposed on Contractor for documented contract discrepancies shall double the initial amount in the event the same contract discrepancy occurs a second or subsequent time within forty-five (45) days of the previous discrepancy.
- 14.8 County's Contract Manager will determine any monetary assessment to be imposed upon Contractor based upon, but not limited to, factors such as:
 - 14.8.1 Seriousness of contract deficiency.
 - 14.8.2 Number of occurrences for the same problem.
 - 14.8.3 Type of problems or deficiencies previously recorded.
 - 14.8.4 Monetary damage to County caused by Contractor's failure to perform in the specific incident being reported.

15.0 COUNTY FURNISHED ITEMS

- 15.1 County will furnish space, telephone and the use of other necessary equipment to perform various security guard related tasks.

STATEMENT OF WORK
Security Services – North and Central Regions

- 15.2 Facility – In the event Contractor's staff damages a County facility by reason of abuse or carelessness, as determined by County, Contractor shall repair any and all damages to facility to the satisfaction of County. In the event Contractor does not repair damages to the facility, County will do so and charge Contractor for all expenses.
- 15.4 In the event that the Contractor may be assigned keys to the various facilities:
- 15.4.1 Contractor shall be responsible for the series of keys assigned to them.
 - 15.4.2 The Contractor will be held responsible for the proper use and safe keeping of all keys issued by the County to the Contractor.
 - 15.4.3 Contractor shall report all lost or stolen keys to the Director within twenty-four (24) hours of discovery of the loss. Contractor shall reimburse the County for the cost as determined by the Director, of rekeying the facility or duplicating additional keys.
 - 15.4.4 Upon termination, cancellation, or expiration of this Agreement all keys received by the Contractor shall be returned to the Director.
 - 15.4.5 California law stipulates that it is unlawful for a person to duplicate any key without the permission by the owner. The penalty for violation of this law is either six (6) months imprisonment or a Five Hundred Dollar (\$500) fine or both.

16.0 COUNTY'S RESPONSIBILITIES

- 16.1 The County will administer this Statement of Work according to the Agreement. Specific duties performed by the County will include:
- 16.1.1 Monitoring the Contractor's performance in the daily operation of this Agreement.
 - 16.1.2 Providing direction to the Contractor in areas relating to policy, information, procedural requirements, weapon safety and training requirements.
 - 16.1.3 Preparing Change Notices and Amendments in accordance with the Agreement.
- 16.2 County may direct Contractor to replace any employee, when found necessary or in the best interest of the County. Contractor shall remove the employee from his/her post or assignment. Contractor shall not reassign this employee to any County facility listed in the Agreement without authorization from the County's Contract Manager or appointed designee. No written or verbal explanation for removal shall be required or supplied

STATEMENT OF WORK
Security Services – North and Central Regions

by County. Contractor shall schedule replacement of that employee within two (2) hours of notification.

17.0 MINIMUM STAFFING PLAN

- 17.1 Refer to **Appendix D, Required Forms - Exhibit 19**, Proposer's Staffing Plan.

18.0 PERFORMANCE REQUIREMENTS SUMMARY

- 18.1 The Performance Requirements Summary (PRS) chart, **Appendix B**, Technical Exhibits B-2 is a listing of required services that will be monitored by the County during the term of this Contract. This Exhibit is an important monitoring tool for the County. The chart should:
- 18.1.1 Reference section of the Agreement and/or Appendix A, Statement of Work.
 - 18.1.2 List the required services.
 - 18.1.3 Indicate method of monitoring.
 - 18.1.4 Indicate the deductions/fees to be assessed for each service that is not satisfactory.
- 18.2 All listings of services used in the PRS chart are intended to be completely consistent with the Agreement and the SOW, and are not meant in any case to create, extend, revise, or expand any obligation of Contractor beyond that defined in the Agreement and the SOW. In any case of apparent inconsistency between services as stated in the Agreement, the SOW, and the PRS, the meaning apparent in the Agreement and the SOW will prevail. If any service seems to be created in the PRS which is not clearly and forthrightly set forth in the Agreement and the SOW, that apparent service will be null and void and place no requirement on Contractor.
- 18.3 When the Contractor's performance does not conform to the requirements of this Agreement, the County will have the option to apply any or all of the following non-performance remedies:
- 18.3.1 Require Contractor to implement a formal Corrective Action Plan, subject to approval by the County. In the plan, the Contractor must include reasons for the unacceptable performance, specific steps to return performance to an acceptable level, and monitoring methods to prevent recurrence.
 - 18.3.2 Reduce payment to Contractor by a computed amount based on the Monetary Assessment(s) in the PRS.
 - 18.3.3 Reduce, suspend or cancel this Agreement for systematic, deliberate misrepresentations or unacceptable levels of performance.

STATEMENT OF WORK
Security Services – North and Central Regions

- 18.4 Failure of the Contractor to comply with or satisfy the request(s) for improvement of performance or to perform the neglected work specified within ten (10) calendar days shall constitute authorization for the County to have the service(s) performed by others. The entire cost of such work performed by others as a consequence of the Contractor's failure to perform said service(s), as determined by the County, shall be credited to the County on the Contractor's future invoice.
- 18.5 This section does not preclude the County's right to terminate the Agreement upon ten (10) days written notice with or without cause shall be considered "Termination for Default" of the Contractor.

STATEMENT OF WORK EXHIBITS

TABLE OF CONTENTS

EXHIBIT

- C-1 LOCATION / ADDRESS / SHIFT SCHEDULE/ MINIMUM ANNUAL HOURS
- C-2 PERFORMANCE REQUIREMENTS SUMMARY (PRS)
- C-3 CONTRACT DISCREPENCY REPORT (CDR)
- C-4 CENTRAL REGION FACILITIES MAPS
- C-5 SECURITY GUARD CHECKPOINTS MAPS

CENTRAL REGION

FACILITY	ADDRESS	TYPE	GUARDS PER SHIFT	WEEKLY SCHEDULE	TOTAL ANNUAL HOURS
South Agency Headquarters	360 West El Segundo Blvd. Los Angeles, CA 90061-1130	Armed	1	7 days per week: Monday -Friday 5:00pm - 4:00am (11 hrs.) Sat, Sun, and Holidays 4:00am - 4:00am (24 hrs.)	5,510
East Agency and Regional Headquarters	265 Cloverleaf Drive Baldwin Park, CA 91706-6599	Armed	1	7 days per week: Monday - Friday 5pm - 6am (13 hrs.) Sat, Sun, and Holidays 6:00am - 6:00am (24 hrs.)	6,010
Los Angeles County Arboretum	301 N. Baldwin Avenue Arcadia, CA 91007	Unarmed	1	7 days per week Excluding Christmas Monday - Sunday 7:00am - 11:00pm (16 Hrs.)	5,824
The 72 Street Corral and Equestrian	550 72 Street Long Beach, CA 90805	Unarmed Vehicle	1	7 days per week Monday - Sunday Close gate at Sunset (including Holidays)	Monthly Rate

PERFORMANCE REQUIREMENTS SUMMARY (PRS)

TASKS FOR ARMED AND UNARMED SECURITY GUARDS AT VARIOUS COUNTY FACILITIES

SPECIFIC PERFORMANCE REFERENCE	SERVICE	MONITORING METHOD	LIQUIDATED DAMAGES
Contract: Subsection 8.28 - Nondiscrimination and Affirmative Action	The parties agree that in the event the Contractor violates any of the anti-discrimination provisions of the Contract, County shall, at its sole option, be entitled to the sum of five hundred dollars (\$500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.	Inspection & Observation	\$500 for each violation
SOW: Subsection 2.2.1	Contractor shall maintain back-up staff to replace security guards who are absent for any reason.	Inspection & Observation	\$100 for each occurrence
SOW: Subsection 2.2.2	Security guards shall report absences to Contractor and County Contract Manager the day before planned absence or within 1 hour or reporting time.	Inspection & Observation	\$100 for each occurrence
SOW: Subsection 2.2.3	Contractor shall provide backup within 2 hours or less of absent guard reporting time.	Inspection & Observation	\$200 for each occurrence
SOW: Subsection 4.4	Contractor shall comply with Open Post provision.	Inspection & Observation	\$100 per day
SOW: Subsection 5.11.2	Contractor shall provide device to all Contractor Personnel for the purpose of maintaining communication with base station.	Inspection & Observation	\$100 for each occurrence

SPECIFIC PERFORMANCE REFERENCE	SERVICE	MONITORING METHOD	LIQUIDATED DAMAGES
SOW: Subsection 5.2	Contractor shall provide uniforms/ Identification Badges as specified.	Inspection & Observation	\$100 for each occurrence
SOW: Subsection 5.6	Contractor shall provide equipment as specified.	Inspection & Observation	\$100 for each occurrence
SOW: Subsection 5.7	Contractor shall provide the necessary firearms as specified.	Inspection & Observation	\$100 for each occurrence
SOW: Subsection 5.7.9, 5.7.10, and 5.7.11	Contractor shall ensure that armed guards qualify/re-qualify twice annual and Qualifications slips are available to Parks and Recreation.	Inspection & Observation	\$100 for each occurrence
SOW: Subsection 5.8	Contractor shall maintain Weapons List and make available to Parks and Recreation.	Inspection & Observation	\$100 for each occurrence
SOW: Subsection 6.0	Contractor shall ensure all guard tasks are performed and monitored and included in post orders.	Inspection & Observation	\$100 for each occurrence
SOW: Subsection 6.1.1	Security Guards equipped with Monitoring devise must scan at each check point.	Inspection & Observation	\$100 for each occurrence
SOW: Subsection 6.1.24	Security guards shall not be allowed to sit in their personal vehicles during their assigned shift unless prior approval has been given by the Contract Manager	Inspection & Observation	\$100 for each occurrence
SOW: Subsection 6.1.25	Security Guards shall not read, or use personal radios, compact disc players, tape players, cell phones, televisions, any handheld computer devices, etc., at their assigned posts at anytime.	Inspection & Observation	\$100 per occurrence per employee

SPECIFIC PERFORMANCE REFERENCE	SERVICE	MONITORING METHOD	LIQUIDATED DAMAGES
SOW: Subsection 7.0	Contractor shall provide prior to contract start, Training Plan & Training updates.	Inspection & Observation	\$100 for each occurrence
SOW: Subsection 7.5	Contractor shall comply with California's Firearm Training Standards.	Inspection & Observation	\$200 for each occurrence
SOW: Subsection 7.6	Contractor shall ensure New Personnel meet all requirements as specified, prior to placement.	Inspection & Observation	\$100 for each occurrence
SOW: Subsection 7.13.4	Contractor shall ensure employees are not rude or use offensive language.	Inspection, Complaints, & Observation	\$150 for each occurrence
SOW: Subsection 7.14	Contractor shall ensure Training Files are current and in compliance with requirements.	Inspection & Observation	\$100 for each occurrence
SOW: Subsection 7.15	Contractor shall monitor all certifications and training requirements.	Inspection & Observation	\$100 for each occurrence
SOW: Subsection 10.1.10	Contractor shall <u>immediately</u> remove any guard who accidentally discharges firearm.	Inspection, Complaints, & Observation	\$2,000 for each occurrence
SOW: Subsection 14.2	Contractor must respond to written discrepancy report prepared by County and if needed, submit plan to correct deficiency within the time specified.	Observation and Inspection	\$50 per day after time specified

SPECIFIC PERFORMANCE REFERENCE	SERVICE	MONITORING METHOD	LIQUIDATED DAMAGES
SOW: Subsection 15.4.3	Contractor shall report loss/stolen County keys within 24 hours.	Inspection & Observation	\$100 for each occurrence

CONTRACT DISCREPANCY REPORT (CDR)

TO:
FROM:
DATES:

Prepared: _____
Returned by Contractor: _____
Action Completed: _____

DISCREPANCY PROBLEMS:

Signature of County Representative Date

CONTRACTOR RESPONSE (Cause and Corrective Action):

Signature of Contractor Representative Date

COUNTY EVALUATION OF CONTRACTOR RESPONSE:

Signature of County Representative Date

COUNTY ACTIONS:

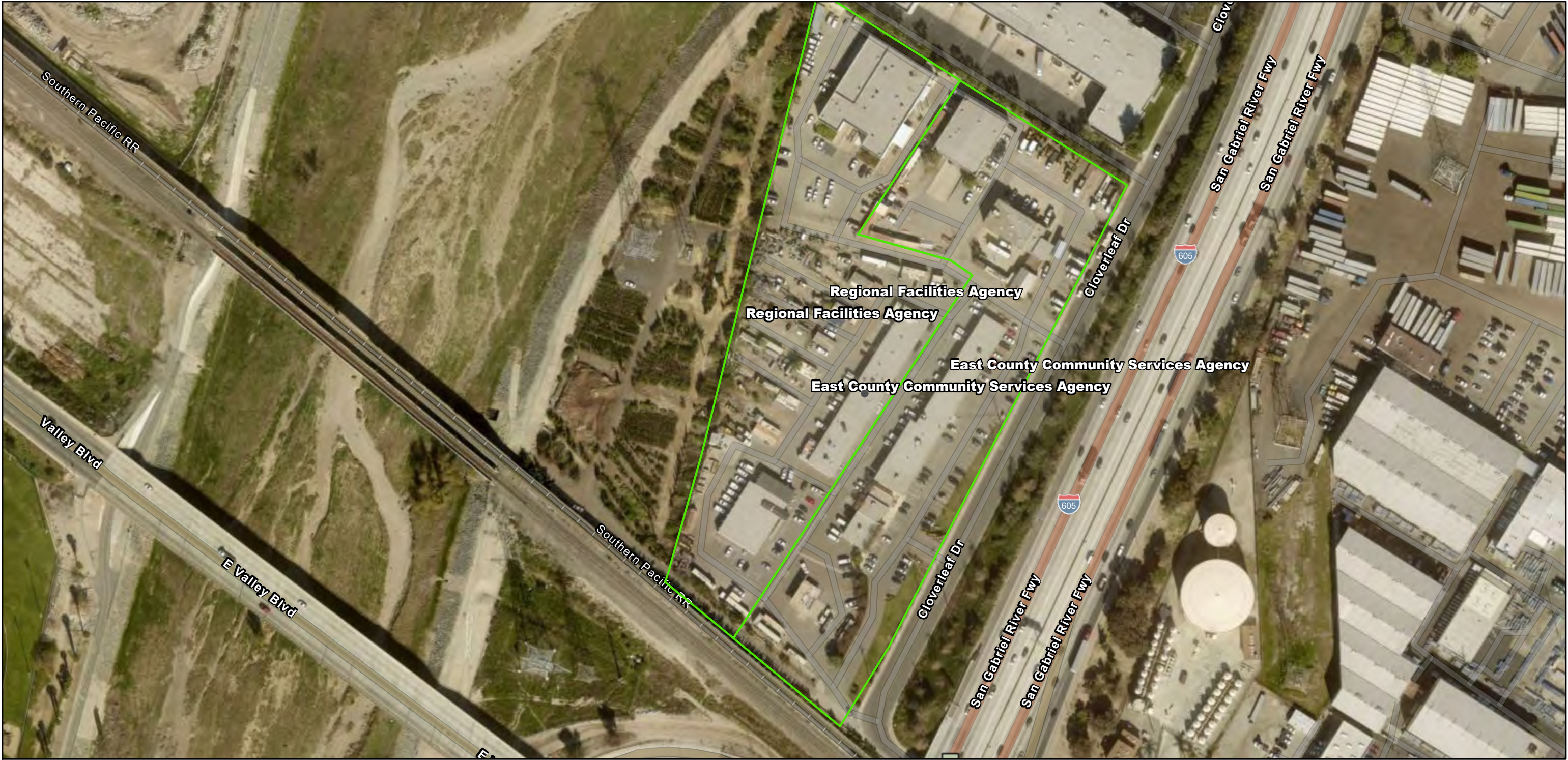
CONTRACTOR NOTIFIED OF ACTION:

County Representative's Signature and Date

Contractor Representative's Signature and Date

CENTRAL REGIONAL FACILITIES MAPS

East Agency and Regional Facilities Agency Headquarters, 265 Cloverleaf Dr, Baldwin Park, CA, 91706




1/20/2022, 1:14:05 PM

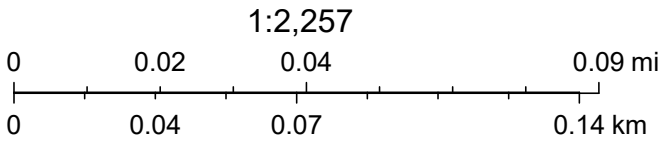
DPR Parks (Points)

 Admin

DPR Park Facilities (Outline)

 County Park

 2021 Supervisorial Districts (Black)



South Agency Headquarters, 360 W El Sengundo Blvd., Los Angeles, CA 90061



2/17/2022, 3:42:32 PM

DPR Parks (Points)



Admin



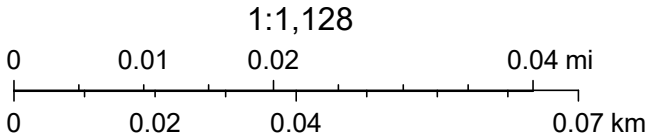
South Agency HQ Building



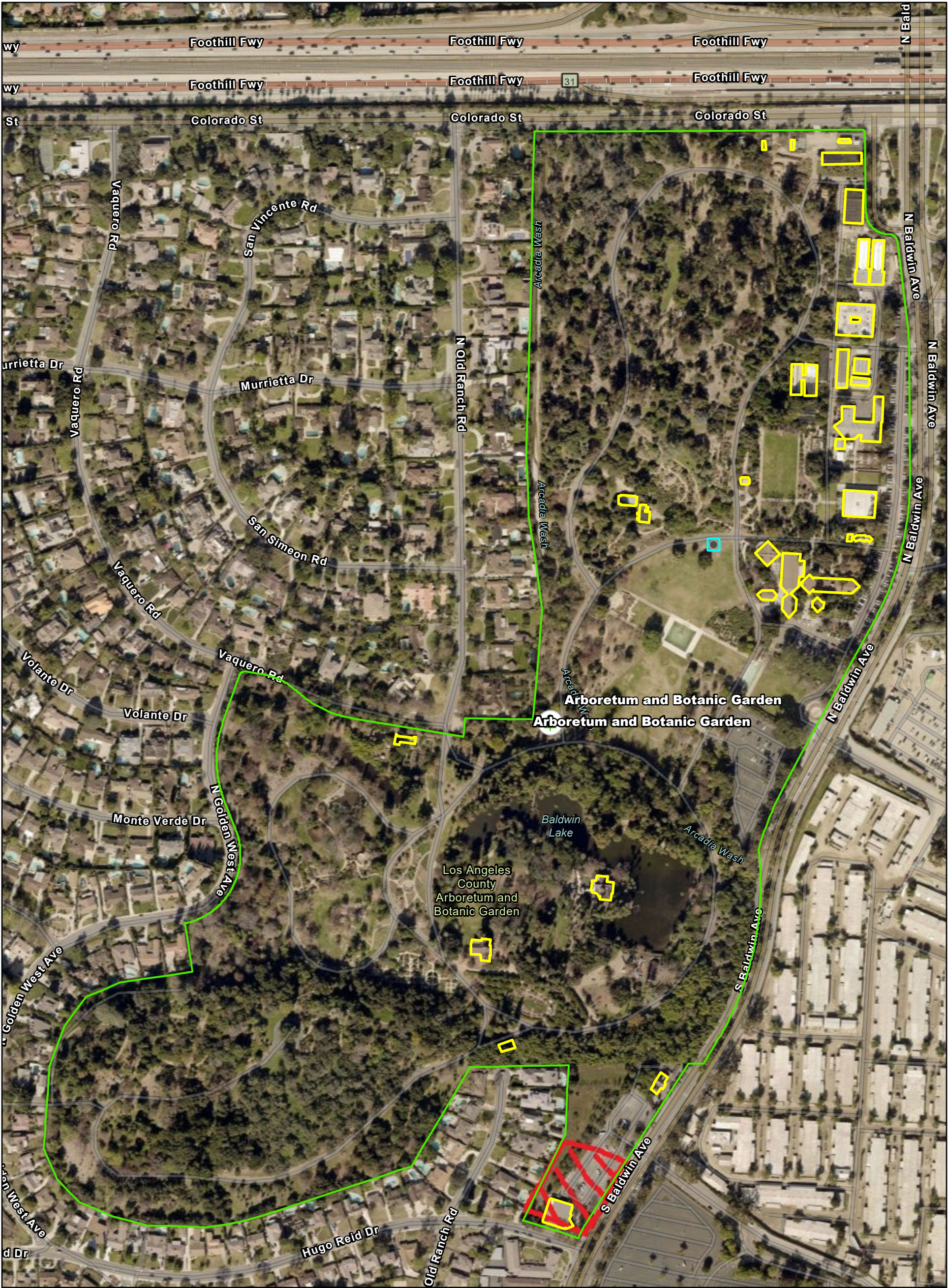
County Facility



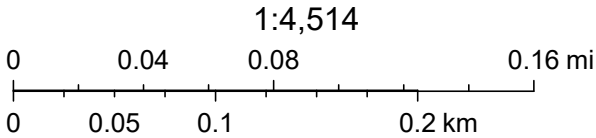
Area not included in security service contract




The Arboretum of LA County, 301 N Baldwin Ave, Arcadia, CA, 91007





1/20/2022, 1:54:01 PM




- DPR Parks (Points)

 Regional

 DPR Park Buildings
- DPR Park Facilities (Outline)

 County Park

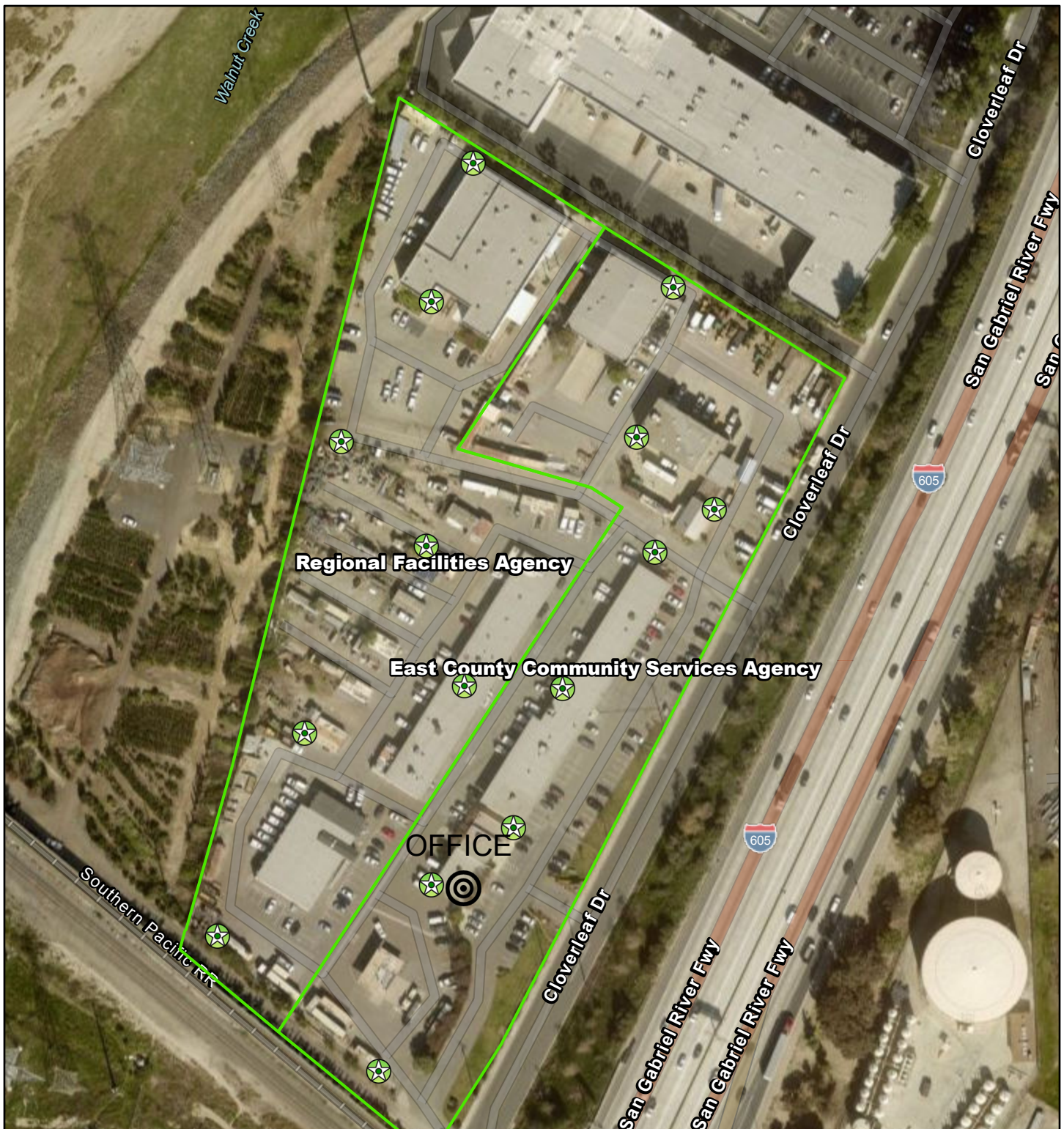
 2021 Supervisorial Districts (Black)



Area belongs to LA County DPW and not part of Arboretum

Security Guard Checkpoint Maps

East/ Regional Agencies HQ, 265 Cloverleaf Dr., Baldwin PArk, CA, 91706



2/17/2022, 9:54:08 AM


Points

 check points

 Office

DPR Park Facilities (Outline)

 County Park

 2021 Supervisorial Districts (Black)

1:2,257

0 0.01 0.03 0.06 mi
0 0.03 0.05 0.1 km

South Agency Headquarters, 360 W El Segundo Blvd., Los Angeles, CA 90061



2/17/2022, 3:42:32 PM
DPR Parks (Points)



Admin



South Agency HQ Building



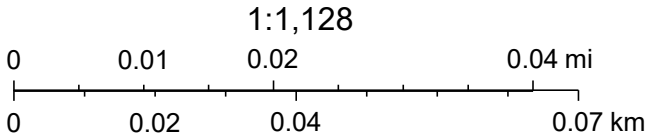
check points



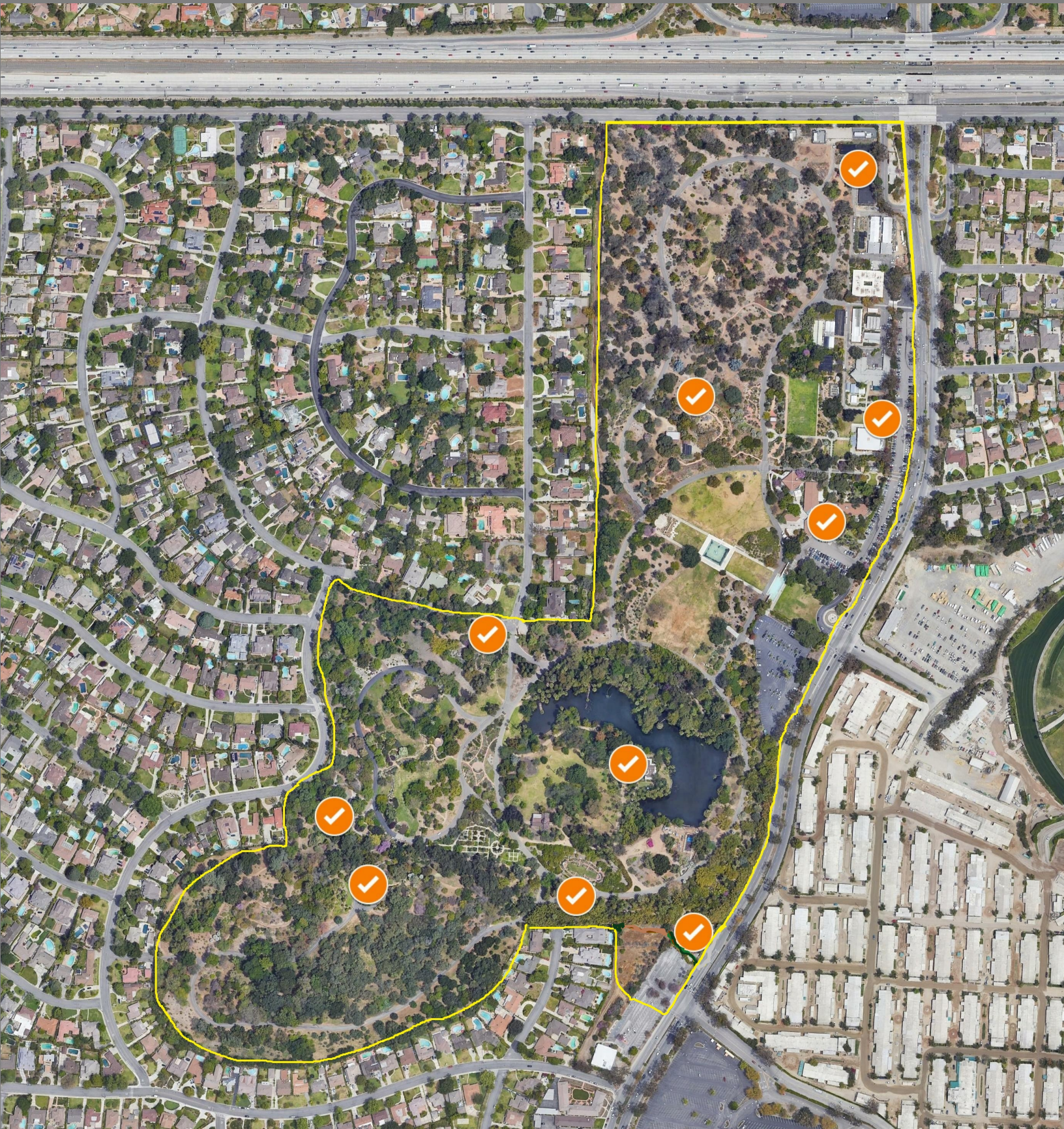
County Facility



Area not included in security service contract



The Arboretum of LA County, 301 N Baldwin Ave. Arcadia, CA, 91007



Guard Security Check points



REQUIRED FORMS - EXHIBIT 8
PROPOSER'S EEO CERTIFICATION

Absolute Security International, Inc

Company Name

4255 Tyler Ave, El Monte, CA 91731

Address

26-3437797

Internal Revenue Service Employer Identification Number

GENERAL

In accordance with provisions of the County Code of the County of Los Angeles, the Proposer 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.

CERTIFICATION	YES	NO
1. Proposer has written policy statement prohibiting discrimination in all phases of employment.	(x)	()
2. Proposer periodically conducts a self-analysis or utilization analysis of its work force.	(x)	()
3. Proposer has a system for determining if its employment practices are discriminatory against protected groups.	(x)	()
4. When problem areas are identified in employment practices, Proposer has a system for taking reasonable corrective action to include establishment of goal and/or timetables.	(x)	()


Signature

03/22/2022

Date

Lucy Lin, President/QM

Name and Title of Signer (please print)

COUNTY'S ADMINISTRATION

CONTRACT NO. _____

Facility: East/ Regional Agencies HQ**COUNTY PROJECT MANAGER:**

Name: _____ Michael Ralston _____
Title: _____ Regional Operations Manager _____
Address: _____ 265 Cloverleaf Drive _____
_____ Baldwin Park, CA 91706 _____
Telephone: _____ 626 - 369-5146 _____ Facsimile: _____
E-Mail Address: _____ mralston@parks.lacounty.gov _____

COUNTY CONTRACT PROJECT MONITOR:

Name: _____ Bill Hottran _____
Title: _____ Regional Grounds Maintenance Supervisor _____
Address: _____ 265 Cloverleaf Drive _____
_____ Baldwin Park, CA 91706 _____
Telephone: _____ 626 - 369-1910 _____ Facsimile: _____
E-Mail Address: _____ bhottran@parks.lacounty.gov _____

COUNTY'S ADMINISTRATION

CONTRACT NO. _____

Facility: South Agency HQ**COUNTY PROJECT MANAGER:**Name: Chris ElliottTitle: Crafts Manager IAddress: 360 W El Segundo Blvd. Los Angeles, CA 90061Telephone: 310-965-8609 Facsimile: _____E-Mail Address: celliot@parks.lacounty.gov**COUNTY CONTRACT PROJECT MONITOR:**Name: Lizbeth MonroyTitle: Senior Typist-ClerkAddress: 360 W El Segundo Blvd. Los Angeles, CA 90061Telephone: 310-965-8645 Facsimile: _____E-Mail Address: lmonroy@parks.lacounty.gov

COUNTY'S ADMINISTRATION

CONTRACT NO. _____

Facility: Arboretum of Los Angeles County, Arboretum

COUNTY PROJECT MANAGER:

Name: TIMOTHY R PHILLIPS
Title: SUPERINTENDENT
Address: 301 NORTH BALDWIN AVE,
ARCADIA - 91007
Telephone: 626-821-3208 Facsimile: 626-447-8573
E-Mail Address: TPHILLIPS@PARKS.LACOUNTY.GOV

COUNTY CONTRACT PROJECT MONITOR:

Name: NADIA BALAZ
Title: SPECIAL EVENTS COORDINATOR
Address: 301 N BALDWIN AVE.
ARCADIA, CA 91007
Telephone: 626-821-3204 Facsimile: _____
E-Mail Address: nadia.balaz@charter.net

COUNTY'S ADMINISTRATION

CONTRACT NO. _____

Facility: 72nd Street Corral Equestrian Arena

COUNTY PROJECT MANAGER:

Name: _____

David Jallo

Title: _____

Regional Park Superintendant III

Address: _____

823 Lexington - Gallatin Road
S. FL Monte, CA 91733

Telephone: _____

(626) 258-7161

Facsimile: _____

E-Mail Address: _____

DJallo@Parks.LACounty.gov

COUNTY CONTRACT PROJECT MONITOR:

Name: _____

Jahnel Dixon

Title: _____

Regional Park Superintendant I

Address: _____

823 Lexington - Gallatin Road
S. FL Monte, CA 91733

Telephone: _____

(310) 200-4153

Facsimile: _____

E-Mail Address: _____

JDixon@Parks.LACounty.gov

CONTRACTOR'S ADMINISTRATION**CONTRACTOR'S NAME:** Absolute Security International, Inc**CONTRACT NO:** _____**CONTRACTOR'S PROJECT MANAGER:** Bryan Colindres**Name:** Bryan Colindres**Title:** Executive of Operations & Training**Address:** 5155 Irwindale Avenue, Irwindale, California 91706**Telephone:** (626) 848-7406**Facsimile:** (626) 858-2882**E-Mail Address:** bcolindres@absolutesecurityintl.com**CONTRACTOR'S AUTHORIZED OFFICIAL(S)****Name:** Lucy Lin**Title:** President / QM**Address:** 5155 Irwindale Avenue, Irwindale, California 91706**Telephone:** 626-858-7188**Facsimile:** 626-858-2882**E-Mail Address:** llin@absolutesecurityintl.com**Name:** Daivd Reynoso**Title:** Chief of Operations**Address:** 5155 Irwindale Avenue, Irwindale, California 91706**Telephone:** 626-858-7188**Facsimile:** 626-858-2882**E-Mail Address:** drreynoso@absolutesecurityintl.com**Notices to Contractor shall be sent to the following:****Name:** Lucy Lin**Title:** President / QM**Address:** 5155 Irwindale Avenue, Irwindale, California 91706**Telephone:** 626-858-7188**Facsimile:** 626-858-2882**E-Mail Address:** llin@absolutesecurityintl.com

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, Rogelio Flores, on behalf of Absolute Security International, Inc, (the
 "Contractor"), certify that on County Contract _____ [ENTER
 CONTRACT NUMBER AND NAME]:

☒ 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

08/17/2022

Date

 Director of Compliance

Title

Absolute Security International, Inc

Company/Contractor Name

CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENTCONTRACTOR NAME Absolute Security International, 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: 08 / 22 / 2022PRINTED NAME: Lucy LinPOSITION: President / QM



ABSOLUTE INTERNATIONAL SECURITY



7.9.10 Proposer's Quality Control Plan (Section D)

1. Electronic Monitoring Methods

Check in and Check Out System

When a security officer begins his shift, he reports directly to the post (job location) and calls our 24-hour IN-HOUSE dispatch center to check in. The dispatch center keeps track of the check in and check out times computerized for every guard and every shift for all Absolute International Security Customers.

Sign-in Sheets

In addition to calling in and out, we also implement sign in and sign out sheets at each job site. The sign in sheets are collected by one of our field supervisors and are turned in to our headquarters. The sign in sheets are then compared with the call in and call out log for each employee. Once this is completed, the time sheets are checked against the post schedule to ensure that the correct employee is checking in and out and that there is no unnecessary overtime being worked and there is full coverage of the post. If there are any changes in the schedule or hours worked, it is updated on our weekly schedule. All sign in sheets and call in and out logs should match the schedule for a particular jobsite at this point. If the post does not require a sign in and out sheet, dispatch matches all time sheets to the call in and out logs to ensure the hours of work are accurate.

Electronic Sign-In Equipment/Method

AIS utilizes software to keep track of work schedules and check in/out times. Guards can clock-in from their phone and the client can verify the guards' time and location when reviewing timesheets. Geofencing the work site means guards can only clock in with the app when they are actually within the perimeters of the client's site. Timesheet summaries breakdown hours in a pay period and allows for easy export of timesheet reports. Spot overages allow clients to easily see the differences between scheduled vs. worked hours. Upon request, AIS can provide a work tablet for each site for employees to clock-in without using a GPS-enabled device.

GPS Tracking

AIS utilizes the Spark Nano 6.0 GPS tracker to track guards. This is a battery-powered GPS tracker that gives the client real time location viewing from their computer, tablet or smartphone. In our current configuration, the tracker has a 5-minute report interval. This means that every 5 minutes the tracker will send a signal to update the guard's current location. Upon the County's request we could lower the time window to 5-30 seconds as needed. The Spark Nano generates reports based on guard satellite position that goes into detail on path duration and movement speed.

Our clients have full access to the website client with features such as setting geofence perimeters. Trackers that cross geofence boundaries will immediately alert the client that the guard has left the area. These alerts can be sent via text message or email to the client.

Below is an example of trip reports:



Start/Stop Report									
3		Stop Time(min): 5		Start: 07/27/2018 End: 07/31/2018					
Trip Start	Trip End	Start Location	End Location	Speed (mi/h)	Trip Duration	Stop Time	Total Time	Distance (mi)	
07/27/2018 12:00:39 PM	07/27/2018 12:02:44 PM	Santa Anita Ave, El Monte, CA, US	4235 Tyler Ave, EL MONTE, CA, 91731, US	2	00:00:02	00:00:14	00:00:16	0.07	
07/27/2018 12:17:37 PM	07/27/2018 2:37:55 PM	4292 Santa Anita Ave, EL MONTE, CA, 91731, US	10913 Lower Azusa Rd, EL MONTE, CA, 91731, US	23	00:02:20	00:00:24	00:02:45	0.52	
07/27/2018 3:02:53 PM	07/27/2018 5:40:25 PM	10936 Lower Azusa Rd, EL MONTE, CA, 91731, US	2362 Durfee Ave, EL MONTE, CA, 91732, US	45	00:02:37	00:00:35	00:03:13	3.04	
07/27/2018 6:16:19 PM	07/27/2018 7:02:18 PM	2409 Durfee Ave, EL MONTE, CA, 91732, US	4288 Santa Anita Ave, EL MONTE, CA, 91731, US	37	00:00:45	00:00:23	00:01:09	2.85	
07/27/2018 7:26:06 PM	07/27/2018 8:14:27 PM	4288 Santa Anita Ave, EL MONTE, CA, 91731, US	971 Weber St, POMONA, CA, 91768, US	68	00:00:48	00:00:05	00:00:53	19.00	
07/27/2018 8:19:49 PM	07/27/2018 9:08:36 PM	971 Weber St, POMONA, CA, 91768, US	675 E Olive St, POMONA, CA, 91766, US	45	00:00:48	00:00:09	00:00:58	11.07	
07/27/2018 9:18:32 PM	07/27/2018 9:53:01 PM	726 E Olive St, POMONA, CA, 91766, US	581 W Olive St, POMONA, CA, 91766, US	41	00:00:34	00:00:24	00:00:59	5.57	
07/27/2018 10:17:47 PM	07/27/2018 11:04:32 PM	2239 Powers St, POMONA, CA, 91766, US	2487 Kimball Ave, POMONA, CA, 91767, US	62	00:00:46	00:00:17	00:01:03	10.47	
07/27/2018 11:21:34 PM	07/28/2018 10:18:43 AM	2426 Kimball Ave, POMONA, CA, 91767, US	4297 Tyler Ave, EL MONTE, CA, 91731, US	75	00:10:57	00:00:08	00:11:05	18.29	

In the report pictured below is an alternative reporting system with the green arrows on the right side of each row indicating that a guard or vehicle is moving. This type of report also shows the current device battery level and vehicle speed. There are additional options to set alerts for exceeding vehicle speeds.

Date	Location	Speed	Battery Level	Info
07/28/2018 10:25:08 AM	I- 215, Riverside, CA, US	31	1.00	
07/28/2018 10:24:08 AM	I- 215, Riverside, CA, US	69	1.00	
07/28/2018 10:23:08 AM	I- 215, March ARB, CA, US	68	1.00	
07/28/2018 10:22:08 AM	I- 215, March ARB, CA, US	69	1.00	
07/28/2018 10:21:08 AM	I- 215, March ARB, CA, US	68	1.00	
07/28/2018 10:20:08 AM	I- 215, Mead Valley, CA, US	69	1.00	
07/28/2018 10:19:54 AM	I- 215, Mead Valley, CA, US	69	1.00	
07/28/2018 10:19:08 AM	I- 215, Mead Valley, CA, US	68	1.00	
07/28/2018 10:18:08 AM	3275 I- 215, PERRIS, CA, 92571, US	68	1.00	
07/28/2018 10:17:08 AM	Orange Ave, Mead Valley, CA, US	69	1.00	
07/28/2018 10:16:08 AM	I- 215, Perris, CA, US	68	1.00	

The Nano Spark Devices also have an “SOS” button that guards can press when they are in danger or need assistance. This will leave a colored mark on the live tracker map and immediately alert our clients.

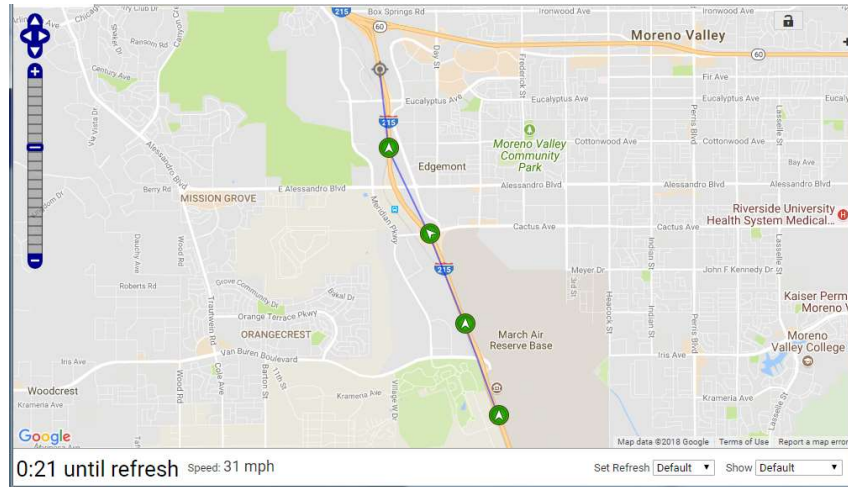
Now	Session	Alerts	Location	Events	Notes	POI	Geofence	Status
<div> <input type="text"/> <input type="button" value="Search"/> <input type="checkbox"/> Include Duplicate </div> <div> .Panic Button - 07/26/2018 3:35:14 PM </div> <div> .Panic Button - 07/26/2018 3:33:46 PM </div>								
Count: 2								

An example of the live tracking map from the client’s viewpoint. The bottom left corner shows the refresh rate of the device. The default is every 30 seconds, however, it can be set from anywhere from 5 seconds to 10 minutes. Due to scope of work for this site, it is highly recommended for the refresh rate to be every 5-10 seconds to ensure that real-time information is being provided in the occurrence of an active shooter, bomb threat, etc.

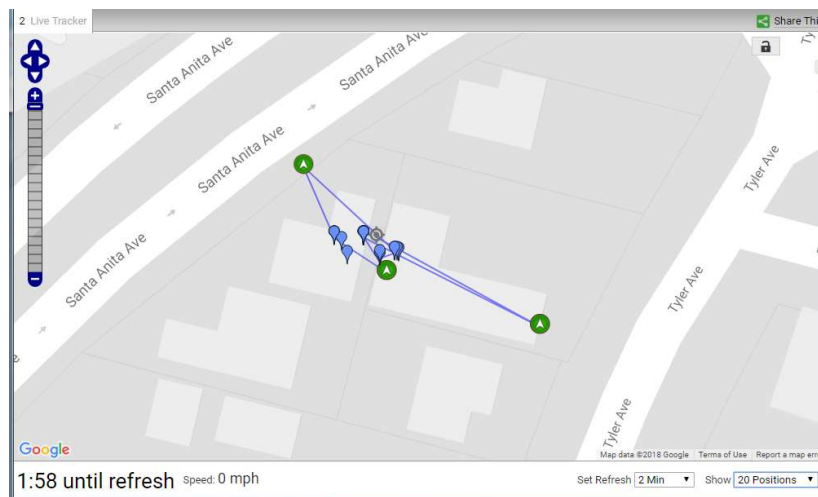


ABSOLUTE INTERNATIONAL SECURITY

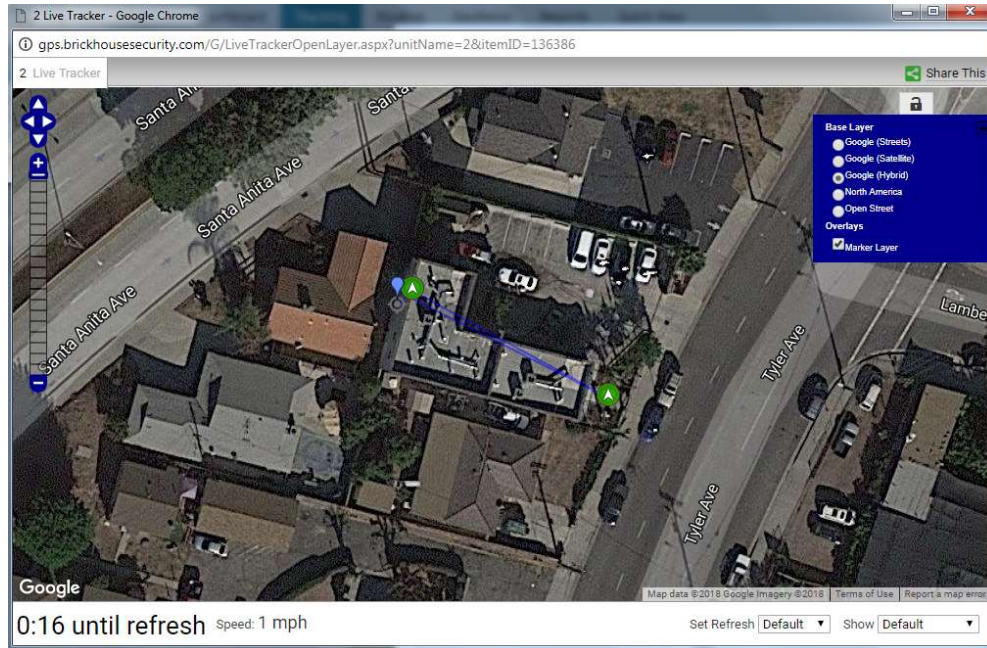
A Proud Member of
CALSAGA
State Lic.: PFO 16302



The picture below shows the patrol route of a guard on foot. The blue markers represent SOS signals. There is also a function to see the guard's position in real-time without needing to wait for the refresh timer.



The map can also be changed to a satellite view. This relies on Google Maps API, which ensures that images are recent and accurate.



Our client can use the quick view tab to utilize options such as leaving breadcrumb trails. This function is similar to live tracking, but shows a longer history of the tracker. The reports tab shows a history of alerts, stops, and locations of the tracker. On the alerts tab, we can customize the color of the markers to show the status of the guard. Examples would be a blue marker representing an SOS signal, a red marker to represent a fire, a yellow marker to represent a biohazard, and a black marker to represent a bomb threat. Below is a screenshot of the reports tab.





2. Documentation Methods

	Monitoring Method	Action Taken for Client
Check in and Check out System	Check-in/out times	Emailed Weekly
	Sign-in Sheets	Attached with Billing Invoice
	Electronic Sign-in Sheets	Emailed Weekly
	Supervisor Post Checks	Emailed Weekly
Documentation & Equipment	Daily Activity Reports	Emailed Weekly
	Daily Report Log	Emailed Weekly
	Supervisor Activity Reports	Emailed Weekly
	Individual Guard GPS Tracking	Available 24/7
	Checkpoint Tracking	Available Daily
	Patrol Vehicle GPS Tracking	Emailed Twice a Week
	Vehicle Inspection	Emailed Weekly
	Monthly Incident Reports	Emailed Monthly
	Monthly Reports	Emailed Monthly
E-Verify	BSIS Guard Card Expiration	Quarterly Reports
	BSIS Exposed Firearm Permit Expiration	Quarterly Reports
	BSIS Baton Permit Expiration	Quarterly Reports
	School Security SB 1626 Expiration	Quarterly Reports
	CPR/First Aid Expiration	Quarterly Reports
	OC Pepper Spray Certification Expiration	Quarterly Reports

Samples Forms for Monitoring

- Daily Activity Report
- Incident Report
- Supervisor Daily Report
- Disciplinary Action Notice
- Quality Assurance Inspection Report
- Guard Timesheet
- Guard Sign In/Out Sheet
- Parking Violation Warning
- Emergency Action Plan
- Fire Watch
- Bomb Threat Receive Form
- Daily Vehicle Inspection
- Patrol Tag

(Please see attached for sample forms)

IRS NOTICE 1015

Latest version is available from IRS website at
<http://www.irs.gov/pub/irs-pdf/n1015.pdf>



Department of the Treasury
Internal Revenue Service

Notice 1015

(Rev. December 2020)

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

What Is the EIC?

The EIC is a refundable tax credit for certain workers.

Which Employees Must I Notify About the EIC?

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

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

Note: You are encouraged to notify each employee whose wages for 2020 are less than \$56,844 that he or she may be eligible for the EIC.

How and When Must I Notify My Employees?

You must give the employee one of the following.

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

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

must notify the employee within 1 week of the date the substitute Form W-2 is given. If Form W-2 is required but is not given on time, you must give the employee Notice 797 or your written statement by the date Form W-2 is required to be given. If Form W-2 is not required, you must notify the employee by February 8, 2021.

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

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

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

How Do My Employees Claim the EIC?

An eligible employee claims the EIC on his or her 2020 tax return. Even an employee who has no tax withheld from wages and owes no tax may claim the EIC and ask for a refund, but he or she must file a tax return to do so. For example, if an employee has no tax withheld in 2020 and owes no tax but is eligible for a credit of \$800, he or she must file a 2020 tax return to get the \$800 refund.

Notice **1015** (Rev. 12-2020)
 Cat. No. 205991

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)

Safely Surrendered



No shame. No blame. No names.

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

www.babysafela.org



Safely Surrendered Baby Law

What is the Safely Surrendered Baby Law?

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

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

How does it work?

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

What if a parent wants the baby back?

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

Can only a parent bring in the baby?

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

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

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

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

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

What happens to the baby?

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

What happens to the parent or surrendering adult?

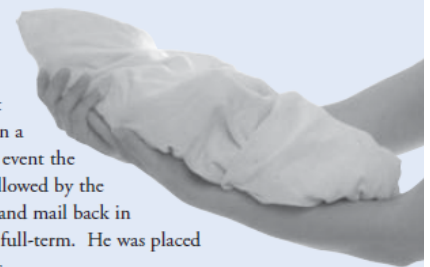
Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

Why is California doing this?

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

A baby's story

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



Ley de Entrega de Bebés *Sin Peligro*



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

Sin pena. Sin culpa. Sin nombres.

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

www.babysafela.org



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

www.babysafela.org

Ley de Entrega de Bebés Sin Peligro

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

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

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

¿Cómo funciona?

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

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

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

¿Sólo los padres podrán llevar al recién nacido?

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

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

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

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

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

¿Qué pasará con el bebé?

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

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

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

¿Por qué se está haciendo esto en California?

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

Historia de un bebé

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



Title 2 ADMINISTRATION
Chapter 2.201 LIVING WAGE PROGRAM

Chapter 2.201 - LIVING WAGE PROGRAM

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

Sections:**2.201.010 - Findings.**

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

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

2.201.020 - Definitions.

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

- A. "County" includes the County of Los Angeles, any County officer or body, any County department head, and any County employee authorized to enter into a Proposition A contract or a cafeteria services contract with an employer.
- B. "Employee" means any individual who is an employee of an employer under the laws of California, and who is providing full- or part-time services to an employer, some or all of which are provided to the County of Los Angeles under a Proposition A contract, or under a cafeteria services contract at a County of Los Angeles owned or leased facility.
- C. "Employer" means:
 - 1. An individual or entity who has a contract with the County:
 - a. For services which is required to be more economical or feasible under Section 44.7 of the Charter of the County of Los Angeles, and is not listed as an excluded contract in Section 2.121.250 B of the Los Angeles County Code, referred to in this Chapter as a "Proposition A contract," or
 - b. For cafeteria services, referred to in this Chapter as a "cafeteria services contract," and

Title 2 ADMINISTRATION
Chapter 2.201 LIVING WAGE PROGRAM

- c. Who has received or will receive an aggregate sum of \$25,000.00 or more in any 12 month period under one or more Proposition A contracts and/or one or more cafeteria services contracts; or
- 2. An individual or entity that enters into a subcontract with an employer, as defined in subsection C1 and who employs employees to provide services under the employer's contract with the County.
- D. "Full time" means a minimum 40 hours worked per week, or a lesser number of hours, if the lesser number is a recognized industry standard and is approved as such by the Chief Executive Officer, but in no event less than 35 hours worked per week.
- E. "Part time" means less than 40 hours worked per week, unless a lesser number is a recognized industry standard and is approved as such by the Chief Executive Officer.
- F. "Proposition A contract" means a contract governed by Title 2, Section 2.121.250 et seq., of this code, entitled Contracting with Private Business.

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

2.201.030 - Prospective effect.

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

(Ord. 99-0048 § 1 (part), 1999.)

2.201.040 - Payment of living wage.

- A. Employers shall pay employees a living wage for their services provided to the County of no less than the hourly rate set under this Chapter or in Title 8—Consumer Protection, Business and Wage Regulations, commencing with Section 8.100.010, whichever is higher. The rate shall be as follows:
 - 1. On March 1, 2016, and thereafter the rate shall be \$13.25 per hour;
 - 2. On January 1, 2017, and thereafter the rate shall be \$14.25 per hour;
 - 3. On January 1, 2018, and thereafter the rate shall be \$15.00 per hour;
 - 4. On January 1, 2019, and thereafter the rate shall be \$ 15.79 per hour;
 - 5. Beginning January 1, 2020, and thereafter the living wage rate shall increase annually based on the average Consumer Price Index for Urban Wage Earners and Clerical Works (CPI-W) for the Los Angeles metropolitan area (Los Angeles-Riverside-Orange County, CA), which is published by the Bureau of Labor Statistics of the United States Department of Labor.
- B. The Board of Supervisors may, from time to time, adjust the amounts specified in subsection A of this Section, above for future contracts. Any adjustments to the living wage rate specified in subsection A that are adopted by the Board of Supervisors shall be applicable to Proposition A contracts and cafeteria services contracts and their amendments.

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

Title 2 ADMINISTRATION
Chapter 2.201 LIVING WAGE PROGRAM

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

2.201.050 - Other provisions.

- A. Full Time Employees. An employer shall assign and use full time employees to provide services under a Proposition A contract or a cafeteria services contract, unless the employer can demonstrate to the County the necessity to use non-full time employees based on staffing efficiency or the County requirements of an individual job.
- B. Neutrality in Labor Relations. An employer shall not use any consideration received under a Proposition A contract or a cafeteria services contract to hinder, or to further, organization of, or collective bargaining activities by or on behalf of an employer's employees, except that this restriction shall not apply to any expenditure made in the course of good faith collective bargaining, or to any expenditure pursuant to obligations incurred under a bona fide collective bargaining agreement, or which would otherwise be permitted under the provisions of the National Labor Relations Act.
- C. Administration. The Chief Executive Officer and the Internal Services Department shall be responsible for the administration of this chapter. The Chief Executive Officer and the Internal Services Department may, with the advice of County Counsel, issue interpretations of the provisions of this chapter. The Chief Executive Officer in conjunction with the Internal Services Department shall issue written instructions on the implementation and ongoing administration of this Chapter. Such instructions may provide for the delegation of functions to other County departments.
- D. Compliance Certification. An employer shall, during the term of a Proposition A contract, or a cafeteria services contract, report for each employee and certify the hours worked, wages paid, and provide other information deemed relevant to the enforcement of this Chapter by the County. Such reports shall be made at the times and in the manner set forth in instructions issued by the Chief Executive Officer in conjunction with the Internal Services Department. The Internal Services Department in conjunction with the Chief Executive Officer shall report annually to the Board of Supervisors on contractor compliance with the provisions of this Chapter.
- E. Contractor Standards. An employer shall demonstrate during the procurement process and for the duration of a Proposition A contract or a cafeteria services contract a history of business stability, integrity in employee relations, and the financial ability to pay a living wage.

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

Title 2 ADMINISTRATION
Chapter 2.201 LIVING WAGE PROGRAM

2.201.060 - Employer retaliation prohibited.

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

(Ord. 99-0048 § 1 (part), 1999.)

2.201.070 - Employee retention rights.

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

- A. A "retention employee" is an employee of a predecessor employer:
 - 1. Who is not an exempt employee under the minimum wage and maximum hour exemptions defined in the federal Fair Labor Standards Act;
 - 2. Who has been employed by an employer under a predecessor Proposition A contract or a predecessor cafeteria services contract for at least six months prior to the date of a new contract; and
 - 3. Who is or will be terminated from his or her employment as a result of the county entering into a new contract.
- B. Subsequent employers shall offer employment to all retention employees who are qualified for such jobs.
- C. A subsequent employer is not required to hire a retention employee who:
 - 1. Has been convicted of a crime related to the job or his or her job performance; or
 - 2. Fails to meet any other county requirement for employees of a contractor.
- D. A subsequent employer may not terminate a retention employee for the first 90 days of employment under a new contract, except for cause. Thereafter a subsequent employer may retain a retention employee on the same terms and conditions as the subsequent employer's other employees.

(Ord. 99-0048 § 1 (part), 1999.)

2.201.080 - Enforcement and remedies.

For violation of any of the provisions of this chapter:

- A. An employee may bring an action in the courts of the state of California for damages caused by an employer's violation of this chapter.
- B. The county department head responsible for administering a Proposition A contract or a cafeteria services contract may do one or more of the following in accordance with such instructions as may be issued by the chief administrative officer:
 - 1. Assess liquidated damages as provided in the contract; and/or

Title 2 ADMINISTRATION
Chapter 2.201 LIVING WAGE PROGRAM

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

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

2.201.090 - Exceptions.

- A. Other Laws. This Chapter shall not be interpreted or applied to any employer or to any employee in a manner inconsistent with United States or California laws.
- B. Collective Bargaining Agreements. Any provision of this Chapter shall be superseded by a collective bargaining agreement that expressly so provides.

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

2.201.100 - Severability.

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

(Ord. 99-0048 § 1 (part), 1999.)

Living Wage Rate Annual Adjustments

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

Effective Date	Hourly Rate
March 1, 2016	\$13.25
January 1, 2017	\$14.25
January 1, 2018	\$15.00
January 1, 2019	\$15.79
January 1, 2020	\$16.31
January 1, 2021	\$16.62
January 1, 2022	\$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.



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.



REQUIRED FORMS EXHIBIT 20

CERTIFICATION OF COMPLIANCE WITH THE COUNTY'S
DEFAULTED PROPERTY TAX REDUCTION PROGRAM

Company Name: Absolute Security International, Inc		
Company Address: 4255 Tyler Ave, El Monte, CA 91731		
City: El Monte	State: CA	Zip Code: 91731
Telephone Number: (626) 858-7188	Email address: llin@absolutesecurityintl.com	
Solicitation/Contract For <u>Security Guard</u> Services:		

The Proposer/Bidder/Contractor certifies that:

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

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

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

- OR -

- ☐ I am exempt from the County of Los Angeles Defaulted Property Tax Reduction Program, pursuant to Los Angeles County Code Section 2.206.060, for the following reason:

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


Print Name: Lucy Lin	Title: President/QM
Signature: 	Date: 03/22/2022



EXHIBIT 24

COUNTY OF LOS ANGELES
DEPARTMENT OF PARKS AND RECREATION

CERTIFICATION OF COMPLIANCE

GREEN INITIATIVES

I, Lucy Lin, as the President/QM
Name (please print or type) Title
of Absolute Security International, Inc. providing services at
Name of company
Los Angeles County Department of Parks and Recreation Facility
County facility (ies)

I, hereby certify that our Company shall use reasonable efforts to initiate "green" practices for environmental and energy conservation benefits. Our Company shall purchase, store, and use environmentally and human friendly products that are compatible with products used by the County of Los Angeles.

A handwritten signature in blue ink, appearing to read 'Lucy Lin', is written over a horizontal line.

03/22/2022

SignedDated

Smoking Ban Ordinance

ORDINANCE NO. 2009-0044

An ordinance amending Title – 17 Parks, Beaches and Other Public Places, to prohibit smoking in parks.

The Board of Supervisors of the County of Los Angeles ordains as follows-

SECTION 1. Section 17.04.035 is hereby added to read as follows:

17.04.035 Contract-operated facilities.

"Contract-operated facilities" means parks, which are operated, controlled, or maintained, in whole or in part, pursuant to an agreement with a lessee, concessionaire, operator, contractor, or vendor, for the purpose of providing recreational services to the public.

SECTION 2. Section 17.04.185 is hereby added to read as follows:

17.04.185 Smoking.

"Smoke" or "smoking" shall have the meaning as set forth in Section 11.64.020(13) of this code.

SECTION 3. Section 17.04.645 is hereby added to read as follows:

17.04.645 Smoking Prohibited.

Smoking shall be prohibited at all parks, except:

1. Smoking shall be permitted by actors who are acting during a permitted production or by models during a permitted photography session, unless otherwise determined by the Director, in consultation with the applicable Fire Official: and

2. Smoking shall be permitted within contract-operated facilities, in designated areas, at the discretion of the Director, in consultation with the operators of said facilities.

[1704035CSCC]



CONTRACT BY AND BETWEEN

COUNTY OF LOS ANGELES

DEPARTMENT OF PARKS AND RECREATION

AND

SECURITAS SECURITY SERVICES USA, INC.

FOR

SECURITY SERVICES AT

NORTH REGION FACILITIES

**SAMPLE CONTRACT PROVISIONS
TABLE OF CONTENTS**

PARAGRAPH	TITLE	PAGE
RECITALS		1
1	APPLICABLE DOCUMENTS	2
2	DEFINITIONS	3
3	CONTRACTOR'S SERVICE	4
4	TERM OF CONTRACT	5
5	CONTRACT SUM	5
5.1	Total Contract Sum	5
5.2	Written Approval for Reimbursement	5
5.3	Notification of 75% of Total Contract Sum	6
5.4	No Payment for Services Provided Following Expiration-Termination of Contract	6
5.5	Invoices and Payments	6
5.6	Cost of Living Adjustment (COLA's)	8
5.7	Default Method of Payment: Direct Deposit or Electronic Funds Transfer	8
6	ADMINISTRATION OF CONTRACT- COUNTY	9
6.1	County Administration	9
6.2	County's Project Manager	9
6.3	County's Contract Project Monitor	9
7	ADMINISTRATION OF CONTRACT-CONTRACTOR	10
7.1	Contractor Administration	10
7.2	Contractor's Project Manager	10
7.3	Approval of Contractor's Staff	10
7.4	Contractor's Staff Identification	10
7.5	Background and Security Investigations	10
7.6	Confidentiality	11
8	STANDARD TERMS AND CONDITIONS	12
8.1	Amendments	12
8.2	Assignment and Delegation/Mergers or Acquisitions	13
8.3	Authorization Warranty	14
8.4	Budget Reductions	14
8.5	Complaints	14
8.6	Compliance with Applicable Law	15
8.7	Compliance with Civil Rights Laws	16

**SAMPLE CONTRACT PROVISIONS
TABLE OF CONTENTS**

PARAGRAPH	TITLE	PAGE
8.8	Compliance with the County's Jury Service Program	16
8.9	Conflict of Interest.....	18
8.10	Consideration of Hiring County Employees Targeted for Layoffs or are on a County Re-Employment List	19
8.11	Consideration of Hiring GAIN-GROW Participants	19
8.12	Contractor Responsibility and Debarment	19
8.13	Contractor's Acknowledgement of County's Commitment to Safely Surrendered Baby Law	22
8.14	Contractor's Warranty of Adherence to County's Child Support Compliance Program	22
8.15	County's Quality Assurance Plan.....	23
8.16	Damage to County Facilities, Buildings or Grounds.....	23
8.17	Employment Eligibility Verification	24
8.18	Counterparts and Electronic Signatures and Representations	24
8.19	Fair Labor Standards	25
8.20	Force Majeure.....	25
8.21	Governing Law, Jurisdiction, and Venue.....	26
8.22	Independent Contractor Status	26
8.23	Indemnification.....	27
8.24	General Provisions for all Insurance Coverage.....	27
8.25	Insurance Coverage	32
8.26	Liquidated Damages	33
8.27	Most Favored Public Entity	34
8.28	Nondiscrimination and Affirmative Action.....	34
8.29	Non Exclusivity	36
8.30	Notice of Delays.....	36
8.31	Notice of Disputes.....	36
8.32	Notice to Employees Regarding the Federal Earned Income Credit.....	36
8.33	Notice to Employees Regarding the Safely Surrendered Baby Law	36
8.34	Notices	37
8.35	Prohibition Against Inducement or Persuasion	37
8.36	Public Records Act	37
8.37	Publicity	38

**SAMPLE CONTRACT PROVISIONS
TABLE OF CONTENTS**

PARAGRAPH	TITLE	PAGE
8.38	Record Retention and Inspection-Audit Settlement	38
8.39	Recycled Bond Paper	41
8.40	Subcontracting	41
8.41	Termination for Breach of Warranty to Maintain Compliance with County's Child Support Compliance Program.....	42
8.42	Termination for Convenience	42
8.43	Termination upon Transfer of Title, Maintenance Responsibility or Facility/Park Closure	43
8.44	Termination for Default	45
8.45	Termination for Improper Consideration	46
8.46	Termination for Insolvency.....	47
8.47	Termination for Non-Adherence of County Lobbyist Ordinance.....	47
8.48	Termination for Non-Appropriation of Funds.....	48
8.49	Validity	48
8.50	Waiver.....	48
8.51	Warranty Against Contingent Fees	48
8.52	Warranty of Compliance with County's Defaulted Property Tax Reduction Program	49
8.53	Termination for Breach of Warranty to Maintain Compliance with County's Defaulted Property Tax Reduction Program	49
8.54	Time off for Voting	49
8.55	Compliance with County's Zero Tolerance Policy on Human Trafficking .	49
8.56	Compliance with Fair Chance Employment Practices	50
8.57	Compliance with the County Policy of Equity.....	50
8.58	Prohibition from Participation in Future Solicitation(s).....	50
8.59	COVID-19 Vaccinations of County Contractor Personnel	51
9	UNIQUE TERMS AND CONDITIONS	53
9.1	Compliance with the County's Living Wage Program	53
9.2	Extraordinary Incidents, Acts of God, Third Party Negligence	61
9.3	Compliance with the County's Smoking Ban Ordinance	61
10	ENFORCEMENT OF CONTRACT	62
11	ENTIRE CONTRACT	62

**SAMPLE CONTRACT PROVISIONS
TABLE OF CONTENTS**

PARAGRAPH	TITLE	PAGE
SIGNATURES	63

STANDARD EXHIBITS

A	Pricing and Billing Schedule	
B	Statement of Work	
C	Statement of Work Exhibits	
D	Contractor's EEO Certification	
E	County's Administration	
F	Contractor's Administration	
G	Form(s) Required at the Time of Contract Execution (COVID-19 Vaccination Certification of Compliance and Confidentiality Forms)	
H	Contractor's Quality Control Plan	
I	Internal Revenue Service's Notice No. 1015	
J	Jury Service Ordinance	
K	Safely Surrendered Baby Law	
L	Living Wage Ordinance	
M	Living Wage Rate Annual Adjustments	
N	Payroll Statement of Compliance	
O	County Defaulted Property Tax Reduction Program	
P	Certification of Compliance with Green Initiatives	
Q	County's Smoking Ban Ordinance	

**CONTRACT BETWEEN
COUNTY OF LOS ANGELES
AND
SECURITAS SECURITY SERVICES USA, INC.
FOR
SECURITY SERVICES AT
NORTH REGION FACILITIES**

This Contract ("Contract") and Exhibits made and entered into this ____ day of _____, 2022 by and between the County of Los Angeles, hereinafter referred to as County and Securitas Security Services USA, Inc., hereinafter referred to as "Contractor".

RECITALS

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

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

WHEREAS, the Contractor is duly licensed and certified to engage in the business of Security services; and warrants that it possesses the competence, expertise, equipment, resources and personnel necessary to provide such services; and

WHEREAS, the Contractor has submitted a proposal to the County for provision of such services and based upon an evaluation of the proposals under Los Angeles County Code Section 2.121.320 the Contractor has been selected for recommendation for award of such contract; and

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

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

Standard Exhibits:

- 1.1 Exhibit A - Pricing and Billing Schedule
- 1.2 Exhibit B - Statement of Work
- 1.3 Exhibit C - Statement of Work Exhibits
- 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 (COVID-19 Vaccination Certification of Compliance and Confidentiality Forms)
- 1.8 Exhibit H - Contractor's Quality Control Plan
- 1.9 Exhibit I - Internal Revenue Service's Notice No. 1015
- 1.10 Exhibit J - Jury Service Ordinance

- 1.11 Exhibit K - Safely Surrendered Baby Law
- 1.12 Exhibit L - Living Wage Ordinance
- 1.13 Exhibit M - Living Wage Rate Annual Adjustments
- 1.14 Exhibit N - Payroll Statement of Compliance
- 1.15 Exhibit O - County Defaulted Property Tax Reduction Program
- 1.16 Exhibit P - Certification of Compliance with Green Initiatives
- 1.17 Exhibit Q - County's Smoking Ban Ordinance

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

2 DEFINITIONS

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

- 2.1 **Board of Supervisors:** The Board of Supervisors of the County of Los Angeles acting as governing body or their designee.
- 2.2 **Contract:** This agreement executed between County and Contractor. Included are all supplemental agreements amending or extending the service to be performed. The Contract sets forth the terms and conditions for the issuance and performance of all tasks, deliverables, services and other work.
- 2.3 **Contractor:** The person or persons, sole proprietor, partnership, joint venture, corporation or other legal entity who has entered into an agreement with the County to perform or execute the work covered by this contract.
- 2.4 **Contractor Project Manager:** The person designated by the Contractor to administer the Contract operations under this Contract.

- 2.5 **County Project Manager:** Person designated by Director with authority to manage the operations under this contract, or his/her authorized representative.
- 2.6 **County Contract Project Monitor:** Person with responsibility to oversee the day to day activities of this contract. Responsibility for inspections of any and all tasks, deliverables, goods, services and other work provided by the Contractor.
- 2.7 **Day(s):** Calendar day(s) unless otherwise specified.
- 2.8 **Department:** The County of Los Angeles Department of Parks and Recreation acting on behalf of the County for matters relating to this Contract.
- 2.9 **Director:** The Director of the Department of Parks and Recreation, County of Los Angeles, acting on behalf of the County on contractual or administrative matters relating to the enforcement of this Contract, or his/her authorized representative(s).
- 2.10 **Fiscal Year:** The twelve (12) month period beginning July 1st and ending the following June 30th.
- 2.11 **Monthly Contract Sum:** The amount of one-twelfth (1/12) of the total annual amount of compensation, or a prorated monthly amount, to be paid by the County for services rendered by the Contractor under the terms and conditions of this Contract.
- 2.12 **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.
- 2.13 **Subcontract:** An agreement by the Contractor to employ a subcontractor to provide services to fulfill this contract.
- 2.14 **Subcontractor:** Any individual, person or persons, sole proprietor, firm, partnership, joint venture, corporation, or other legal entity furnishing supplies, services of any nature, equipment, and/or materials to Contractor in furtherance of Contractor's performance of this contract, at any tier, under oral or written agreement.

3 CONTRACTOR'S SERVICE

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

4 TERM OF CONTRACT

4.1 The term of this Contract shall be three (3) years commencing February 1, 2023, after execution by County's Board of Supervisors, unless sooner terminated or extended, in whole or in part, as provided in this Contract.

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

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

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

5 CONTRACT SUM

5.1 Total Contract Sum

The contract sum under the terms of this Contract shall be the total monetary amount payable by the County to the Contractor for provision of park maintenance services. Said sum shall comply with Exhibit A, Pricing and Billing Schedule.

5.2 Written Approval for Reimbursement

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

5.3 Notification of 75% of Total Contract Sum

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

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

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

5.5 Invoices and Payments

- 5.5.1 The Contractor shall invoice the County only for providing the tasks, deliverables, goods, services, and other work specified in Exhibit B - Statement of Work and elsewhere hereunder. The Contractor shall prepare invoices, which shall include the charges owed to the Contractor by the County under the terms of this Contract. The Contractor's payments shall be as provided in Exhibit A - Pricing and Billing Schedule and the Contractor shall be paid only for the tasks, deliverables, goods, services, and other work approved in writing by the County. If the County does not approve work in writing no payment shall be due to the Contractor for that work.
- 5.5.2 The Contractor's invoices shall be priced in accordance with Exhibit A, Pricing and Billing Schedule.
- 5.5.3 The Contractor's invoices shall contain the information set forth in Exhibit B (Statement of Work) describing the tasks, deliverables, goods, services, work hours, and facility and/or other work for which payment is claimed.
- 5.5.4 The Contractor shall submit the monthly invoices to the County by the 15th calendar day of the month following the month of service.

Said invoices shall include all required certifications and reports as provided for in this Contract, including but not limited to:

- Prop A - Living Wage Program as identified in Section 9, County's Living Wage Program, and Exhibit L
- Exhibit N - Payroll Statement of Compliance
- Staffing Plan by Location

No invoice will be approved for payment unless all required certifications and reports are included along with the invoices.

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

Facility: William S. Hart Regional Park and Museum
Name: Eric Reifman, Regional Park Superintendent II
Phone: (661) 259-1750
Email: ereifman@parks.lacounty.gov

Facility: Placerita Canyon Park, Regional Park
Superintendent I
Name: Russ Kimura
Phone: (661) 259-7721
Email: rkimura@parks.lacounty.gov

5.5.6 **County Approval of Invoices**

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

5.5.7 **Local Small Business Enterprises – Prompt Payment Program**

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

5.6 Cost of Living Adjustments (COLA's)

If requested by the Contractor, the contract (hourly, daily, monthly, etc.) amount may at the sole discretion of the County for the option years, be increased annually based on the most recent published percentage change in the U.S. Department of Labor, Bureau of Labor Statistics' Consumer Price Index for Urban Consumers (CPI-U) for the Los Angeles-Long Beach-Anaheim Area for the twelve (12) month period preceding the contract anniversary date, which shall be the effective date for any Cost of Living Adjustment (COLA). However, any increase shall not exceed the general salary movement granted to County employees as determined by the Chief Executive Officer as of each July 1 for the prior twelve (12) month period. Furthermore, should fiscal circumstances ultimately prevent the Board from approving any increase in County employee salaries, no COLA will be granted. Where the County decides to grant a COLA pursuant to this paragraph for living wage contracts during the option years, it may, in its sole discretion exclude the cost of labor (including the cost of wages and benefits paid to employees providing services under this Contract) from the base upon which a COLA is calculated, unless the Contractor can show that his/her labor cost will actually increase. Further, before any COLA increase shall take effect and become part of this Contract, it shall require a written amendment to this Contract first, that has been formally approved and executed by the parties.

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

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

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

5.7.3 Any provision of law, grant, or funding agreement requiring a specific form or method of payment other than EFT or direct

deposit shall supersede this requirement with respect to those payments.

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

6 ADMINISTRATION OF CONTRACT - COUNTY

6.1 County Administration

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

6.2 County's Project Manager

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

- 6.2.1 Meeting with the Contractor's Project Manager on a regular basis; and
- 6.2.2 Inspecting any and all tasks, deliverables, goods, services, or other work provided by or on behalf of the Contractor; however, in no event shall Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby.

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

6.3 County's Contract Project Monitor

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

7 ADMINISTRATION OF CONTRACT - CONTRACTOR

7.1 Contractor Administration

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

7.2 Contractor's Project Manager

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

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

7.3 Approval of Contractor's Staff

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

7.4 Contractor's Staff Identification

Contract shall provide, at Contractor's expense, all staff providing services under this Contract with a photo identification badge. Contractor shall notify the County within one business day when staff is terminated from working under this Contract.

7.5 Background and Security Investigations

7.5.1 Each of Contractor's staff performing services under this Contract, who is in a designated sensitive position, as determined by County in County's sole discretion, shall undergo and pass a background investigation to the satisfaction of County as a condition of beginning and continuing to perform services under this Contract. Such background investigation must be obtained through fingerprints submitted to the California Department of Justice

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

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

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

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

7.6 Confidentiality

7.6.1 Contractor shall maintain the confidentiality of all records and information in accordance with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures relating to confidentiality, including, without limitation, County policies concerning information technology security and the protection of confidential records and information.

7.6.2 Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with this Paragraph 7.6, as determined by County in its sole judgment. Any legal defense pursuant to contractor's indemnification obligations under this

Paragraph 7.6 shall be conducted by contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and to reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of County without County's prior written approval.

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

Contractor shall sign and adhere to the provisions of the "Contractor Acknowledgement and Confidentiality Agreement", Exhibit G1.

8 STANDARD TERMS AND CONDITIONS

8.1 Amendments and Change Notices

The County reserves the right to change any portion of the work required under this Contract, or amend such other terms and conditions that may be necessary. All such revisions shall be accomplished in the following manner:

- 8.1.1 A Change Notice shall be prepared and executed by the Contractor and the Director for any changes, deemed by the Director as necessary for the proper park security services of the area, and which affect the Contractor's service requirements set forth in Exhibit A, and any corresponding changes in the Contract Sum, not to exceed the annual contract amount plus ten percent (10%).
- 8.1.2 For any change which affects any other term or condition included in his Contract, or any changes in the Contractor's service requirements as set forth in Exhibit A that exceeds the annual contract amount plus ten percent (10%), excluding the provisions of Paragraph 5.6 (COLA) hereinabove, an Amendment shall be prepared therefore, executed by the

Contractor, and thereafter by the County's Board of Supervisors.

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

8.2 Assignment and Delegation/Mergers or Acquisitions

- 8.2.1 The contractor shall notify the County of any pending acquisitions/mergers of its company unless otherwise legally prohibited from doing so. If the contractor is restricted from legally notifying the County of pending acquisitions/mergers, then it should notify the County of the actual acquisitions/mergers as soon as the law allows and provide to the County the legal framework that restricted it from notifying the County prior to the actual acquisitions/mergers.
- 8.2.2 The contractor shall not assign, exchange, transfer, or delegate its rights or duties under this Contract, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment, delegation, or otherwise transfer of its rights or duties, without such consent shall be null and void. For purposes of this paragraph, County consent shall require a written Amendment to the Contract, which is formally approved and executed by the parties. Any payments by the County to any approved 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 Shareholders, partners, members, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Contract, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Contract.

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

8.3 Authorization Warranty

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

8.4 Budget Reductions

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

8.5 Complaints

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

8.5.2 Complaint Procedures:

- 8.5.2.1 Within ten (10) business days after the Contract effective date, the contractor shall provide the County with the contractor's policy for receiving, investigating and responding to user complaints.
- 8.5.2.2 The County will review the contractor's policy and provide the contractor with approval of said plan or with requested changes.
- 8.5.2.3 If the County requests changes in the contractor's policy, the contractor shall make such changes and resubmit the plan within 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 shall submit proposed changes to the County for approval before implementation.
- 8.5.2.5 The contractor shall preliminarily investigate all complaints and notify the County's Project Manager of the status of the investigation within five (5) business days of receiving the complaint.
- 8.5.2.6 When complaints cannot be resolved informally, a system of follow-through shall be instituted which adheres to formal plans for specific actions and strict time deadlines.
- 8.5.2.7 Copies of all written responses shall be sent to the County's Project Manager within five (5) business days of mailing to the complainant.

8.6 Compliance with Applicable Law

- 8.6.1 In the performance of this Contract, contractor shall comply with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, and all provisions required thereby to be included in this Contract are hereby incorporated herein by reference.
- 8.6.2 Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or

professional fees, arising from, connected with, or related to any failure by contractor, its officers, employees, agents, or subcontractors, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as determined by County in its sole judgment. Any legal defense pursuant to contractor's indemnification obligations under Paragraph 8.6 (Compliance with Applicable Law) shall be conducted by contractor and performed by counsel selected by contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and to reimbursement from contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of County without County's prior written approval.

8.7 Compliance with Civil Rights Laws

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

8.8 Compliance with the County's Jury Service Program

8.8.1 Jury Service Program:

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

8.8.2 Written Employee Jury Service Policy.

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

notify the County if the contractor at any time either comes within the Jury Service Program's definition of "contractor" or if the contractor no longer qualifies for an exception to the Jury Service Program. In either event, the contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Contract and at its sole discretion, that the contractor demonstrate, to the County's satisfaction that the contractor either continues to remain outside of the Jury Service Program's definition of "contractor" and/or that the contractor continues to qualify for an exception to the Program.

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

8.9 Conflict of Interest

- 8.9.1 No County employee whose position with the County enables such employee to influence the award of this Contract or any competing Contract, and no spouse or economic dependent of such employee, shall be employed in any capacity by the contractor or have any other direct or indirect financial interest in this Contract. No officer or employee of the contractor who may financially benefit from the performance of work hereunder shall in any way participate in the County's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the County's approval or ongoing evaluation of such work.
- 8.9.2 The contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Contract. The contractor warrants that it is not now aware of any facts that create a conflict of interest. If the contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to the County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all

relevant circumstances. Failure to comply with the provisions of this paragraph shall be a material breach of this Contract.

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

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

8.11 Consideration of Hiring GAIN-GROW Participants

8.11.1 Should the contractor require additional or replacement personnel after the effective date of this Contract, the contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that the contractor will interview qualified candidates. The County will refer GAIN-GROW participants by job category to the contractor. Contractors shall report all job openings with job requirements to: GAINGROW@DPSS.LACOUNTY.GOV and BSERVICES@WDACS.LACOUNTY.GOV and DPSS will refer qualified GAIN/GROW job candidates.

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

8.12 Contractor Responsibility and Debarment

8.12.1 Responsible Contractor

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

8.12.2 Chapter 2.202 of the County Code

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

8.12.3 Non-responsible contractor

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

8.12.4 Contractor Hearing Board

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

8.12.4.2 The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The contractor and/or the contractor's representative shall be given an opportunity to submit evidence at that hearing.

After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the contractor should be debarred, and, if so, the appropriate length of time of the debarment. The contractor and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

- 8.12.4.3 After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
- 8.12.4.4 If a contractor has been debarred for a period longer than five (5) years, that contractor may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the contractor has adequately demonstrated one or more of the following: 1) elimination of the grounds for which the debarment was imposed; 2) a bona fide change in ownership or management; 3) material evidence discovered after debarment was imposed; or 4) any other reason that is in the best interests of the County.
- 8.12.4.5 The Contractor Hearing Board will consider a request for review of a debarment determination only where 1) the contractor has been debarred for a period longer than five (5) years; 2) the debarment has been in effect for at least five (5) years; and 3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate

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

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

8.12.5 Subcontractors of Contractor

These terms shall also apply to subcontractors of County contractors.

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

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 K, in a prominent position at the contractor's place of business. The contractor will also encourage its subcontractors, if any, to post this poster in a prominent position in the subcontractor's place of business. Information and posters for printing are available at www.babysafela.org.

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

- 8.14.1 The contractor acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through contracts are in compliance with their court-ordered child, family and spousal

support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

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

8.15 County's Quality Assurance Plan

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

8.16 Damage to County Facilities, Buildings or Grounds

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

as determined by County, for such repairs shall be repaid by the contractor by cash payment upon demand.

8.17 Employment Eligibility Verification

- 8.17.1 The contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. The contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. The contractor shall retain all such documentation for all covered employees for the period prescribed by law.
- 8.17.2 The contractor shall indemnify, defend, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the contractor or the County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

8.18 Counterparts and Electronic Signatures and Representations

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

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

8.19 Fair Labor Standards

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

8.20 Force Majeure

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

8.21 Governing Law, Jurisdiction, and Venue

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

8.22 Independent Contractor Status

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

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

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

8.22.4 The contractor shall adhere to the provisions stated in Paragraph 7.6 (Confidentiality).

8.23 Indemnification

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

8.24 General Provisions for all Insurance Coverage

8.24.1 Without limiting Contractor's indemnification of County, and in the performance of this Contract and until all of its obligations pursuant to this Contract have been met, Contractor shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in Paragraphs 8.24 and 8.25 of this Contract. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon Contractor pursuant to this Contract. The County in no way warrants that the Required Insurance is sufficient to protect the Contractor for liabilities which may arise from or relate to this Contract.

8.24.2 Evidence of Coverage and Notice to County

- a. Certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming County Indemnitees (defined below) has been given Insured status under the Contractor's General Liability policy, shall be delivered to County at the address shown below and provided prior to commencing services under this Contract.
- b. Renewal Certificates shall be provided to County not less than ten (10) days prior to contractor's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required contractor and/or sub-contractor insurance policies at any time.

- c. Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Contract by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the contractor identified as the contracting party in this Contract. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand dollars (\$50,000), and list any County required endorsement forms.
- d. Neither the County's failure to obtain, nor the County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the contractor, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.
- e. Certificates and copies of any required endorsements shall be sent to:

Attention: Contracts and Procurement Division
County of Los Angeles
Department of Parks and Recreation
1000 South Fremont Avenue, Unit # 40
Building A-9 West, 2nd Floor
Alhambra, CA 91803

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

8.24.3 Additional Insured Status and Scope of Coverage

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

8.24.4 Cancellation of or Changes in Insurance

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

8.24.5 Failure to Maintain Insurance

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

further notice to contractor, deduct the premium cost from sums due to contractor or pursue contractor reimbursement.

8.24.6 Insurer Financial Ratings

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

8.24.7 Contractor's Insurance Shall Be Primary

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

8.24.8 Waivers of Subrogation

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

8.24.9 Subcontractor Insurance Coverage Requirements

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

8.24.10 Deductibles and Self-Insured Retentions (SIRs)

Contractor's policies shall not obligate the County to pay any portion of any contractor deductible or SIR. The County retains the right to require contractor to reduce or eliminate

policy deductibles and SIRs as respects the County, or to provide a bond guaranteeing contractor's payment of all deductibles and SIRs, including all related claims investigation, administration and defense expenses. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

8.24.11 Claims Made Coverage

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

8.24.12 Application of Excess Liability Coverage

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

8.24.13 Separation of Insureds

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

8.24.14 Alternative Risk Financing Programs

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

8.24.15 County Review and Approval of Insurance Requirements

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

8.25 Insurance Coverage

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

General Aggregate: \$2 million

Products/Completed Operations Aggregate: \$1 million

Personal and Advertising Injury: \$1 million

Each Occurrence: \$1 million

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

- 8.25.3 **Professional Liability Insurance providing coverage for Armed and unarmed security operations**, naming County Indemnitees as an additional insured, **with limits not less than \$3 million per occurrence.**

- 8.25.4 **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 shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer. The written notice shall be provided to County at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. If applicable to Contractor's operations, coverage also shall be arranged to satisfy the requirements of any federal

workers or workmen's compensation law or any federal occupational disease law.

8.26 Liquidated Damages

- 8.26.1 If, in the judgment of the Department Head, or his/her designee, the contractor is deemed to be non-compliant with the terms and obligations assumed hereby, the Department Head, or his/her designee, at his/her option, in addition to, or in lieu of, other remedies provided herein, may withhold the entire monthly payment or deduct pro rata from the contractor's invoice for work not performed. A description of the work not performed and the amount to be withheld or deducted from payments to the contractor from the County, will be forwarded to the contractor by the Department Head, or his/her designee, in a written notice describing the reasons for said action.
- 8.26.2 If the Department Head, or his/her designee, determines that there are deficiencies in the performance of this Contract that the Department Head, or his/her designee, deems are correctable by the contractor over a certain time span, the Department Head, or his/her designee, will provide a written notice to the contractor to correct the deficiency within specified time frames. Should the contractor fail to correct deficiencies within said time frame, the Department Head, or his/her designee, may: (a) Deduct from the contractor's payment, pro rata, those applicable portions of the Monthly Contract Sum; and/or (b) Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the contractor to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages is **one hundred dollars (\$100)** per day per infraction, or as specified in the Performance Requirements Summary (PRS) Chart hereunder, and that the contractor shall be liable to the County for liquidated damages in said amount. Said amount shall be deducted from the County's payment to the contractor; and/or (c) Upon giving five (5) days notice to the contractor for failure to correct the deficiencies, the County may correct any and all deficiencies and the total costs incurred by the County for completion of the work by an alternate source, whether it be County forces or separate private contractor, will be deducted and forfeited from the

payment to the contractor from the County, as determined by the County.

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

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

8.27 Most Favored Public Entity

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

8.28 Nondiscrimination and Affirmative Action

8.28.1 The contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.

8.28.2 The contractor shall certify to, and comply with, the provisions of Exhibit D (Contractor's EEO Certification).

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

or other forms of compensation, and selection for training, including apprenticeship.

- 8.28.4 The contractor certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.
- 8.28.5 The contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.
- 8.28.6 The contractor shall allow County representatives access to the contractor's employment records during regular business hours to verify compliance with the provisions of this Paragraph 8.28 (Nondiscrimination and Affirmative Action) when so requested by the County.
- 8.28.7 If the County finds that any provisions of this Paragraph 8.28 (Nondiscrimination and Affirmative Action) have been violated, such violation shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract. While the County reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment and Housing Commission or the Federal Equal Employment Opportunity Commission that the contractor has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by the County that the contractor has violated the anti-discrimination provisions of this Contract.
- 8.28.8 The parties agree that in the event the contractor violates any of the anti-discrimination provisions of this Contract, the County shall, at its sole option, be entitled to the sum of five hundred dollars (\$500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

8.29 Non Exclusivity

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

8.30 Notice of Delays

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

8.31 Notice of Disputes

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

8.32 Notice to Employees Regarding the Federal Earned Income Credit

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

8.33 Notice to Employees Regarding the Safely Surrendered Baby Law

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

8.34 Notices

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

8.35 Prohibition Against Inducement or Persuasion

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

8.36 Public Records Act

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

documents, information, books, records, and/or contents of a proposal marked “trade secret”, “confidential”, or “proprietary”, the contractor agrees to defend and indemnify the County from all costs and expenses, including reasonable attorney’s fees, in action or liability arising under the Public Records Act.

8.37 Publicity

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

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

8.37.1.2 During the term of this Contract, the contractor shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the County without the prior written consent of the County’s Project Director. The County shall not unreasonably withhold written consent.

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

8.38 Record Retention and Inspection-Audit Settlement

8.38.1 The contractor shall maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. The contractor shall also maintain accurate and complete employment and other records relating to its performance of this Contract. The contractor agrees that the County, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Contract. All

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

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

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

by the County by cash payment, provided that in no event shall the County's maximum obligation for this Contract exceed the funds appropriated by the County for the purpose of this Contract.

- 8.38.4 In addition to the above, the contractor agrees, should the County or its authorized representatives determine, in the County's sole discretion, that it is necessary or appropriate to review a broader scope of the contractor's records (including, certain records related to non-County contracts) to enable the County to evaluate the contractor's compliance with the County's Living Wage Program, that the contractor shall promptly and without delay provide to the County, upon the written request of the County or its authorized representatives, access to and the right to examine, audit, excerpt, copy, or transcribe any and all transactions, activities, or records relating to any of its employees who have provided services to the County under this Contract, including without limitation, records relating to work performed by said employees on the contractor's non-County contracts. The contractor further acknowledges that the foregoing requirement in this paragraph relative to contractor's employees who have provided services to the County under this Contract is for the purpose of enabling the County in its discretion to verify the contractor's full compliance with and adherence to California labor laws and the County's Living Wage Program. All such materials and information, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, shall be kept and maintained by the contractor and shall be made available to the County during the term of this Contract and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such materials and information prior to such time. All such materials and information shall be maintained by the contractor at a location in Los Angeles County, provided that if any such materials and information is located outside Los Angeles County, then, at the County's option, the contractor shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such materials and information at such other location.

8.39 Recycled Bond Paper

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

8.40 Subcontracting

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

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

8.40.2.1 A description of the work to be performed by the subcontractor;

8.40.2.2 A draft copy of the proposed subcontract; and

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

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

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

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

8.40.6 The Director 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 shall forward a fully executed subcontract to the County for their files.

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

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

Attention: Contracts and Procurement Division
County of Los Angeles
Department of Parks and Recreation
1000 South Fremont Avenue, Unit # 40
Building A-9 West, 2nd Floor
Alhambra, CA 91803

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

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

8.42 Termination for Convenience

8.42.1 This Contract may be terminated, in whole or in part, from time to time, when such action is deemed by the County, in its sole discretion, to be in its best interest. Termination of work hereunder shall be effected by notice of termination to the contractor specifying the extent to which performance of work is terminated and the date upon which such termination

becomes effective. The date upon which such termination becomes effective shall be no less than ten (10) days after the notice is sent.

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

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

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

8.42.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of the contractor under this Contract shall be maintained by the contractor in accordance with Paragraph 8.38 (Record Retention and Inspection-Audit Settlement).

8.43 Termination upon Transfer of Title, Maintenance Responsibility or Facility/Park Closure

Notwithstanding any other provision of this Contract, the County reserves the right to transfer title, maintenance responsibility or close one or more of the facilities described in Section 4.0, "Contractor Responsibilities" of the Statement of Work, Exhibit B of this Contract (hereinafter, "Exhibit B, Section 4.0, Contractor Responsibilities").

8.43.1 In the event the County transfers title of the facilities described in Exhibit B, Section 4.0, Contractor Responsibilities, to a governmental agency (assignee), the County reserves the right to:

- a. Terminate this Contract or, provided there is consent by an assignee, assign the County's interest in this Contract to said assignee. The County shall provide the Contractor with notice of termination or assignment of this Contract pursuant to this provision; or
- b. Delete the transferred facility(ies) from the Contract or, provided there is consent by an assignee, assign the portion(s) of the Contract dealing with the transferred facility(ies) to said assignee and reduce the Contract sum pro tanto. The County shall provide the Contractor with notice of deletion or assignment of said facility(ies) pursuant to this provision from this Contract.

8.43.2 In the event the County transfer's responsibility for all or a portion(s) of the facility(ies) described in Exhibit B, Section

4.0, Contractor Responsibilities, the County reserved the right to:

- a. Terminate this Contract or, provided there is consent by an assignee, assign the County's interest in this Contract to said assignee. The County shall provide the Contractor with notice of termination or assignment of this Contract pursuant to this provision; or
- b. Delete the transferred facility(ies) from the Contract or, provided there is consent by assignee, assign those portion(s) of the Contract dealing with the transferred facility(ies) to said assignee and reduce the sum of the Contract pro tanto. The County shall provide the Contractor with notice of deletion or assignment of said facility(ies) pursuant to this provision from this Contract; or
- c. Delete transferred portion(s) of the facility(ies) from the Contract or, provided there is consent by an assignee, assign the portion(s) of the Contract dealing with the transferred portion(s) of the facility(ies) to said assignee and reduce the Contract sum pro tanto. The County shall provide the Contractor with notice of deletion or assignment of said portion(s) of facility(ies) pursuant to this provision from this Contract.

8.43.3 In the event the County closes one or more of the facilities described in Exhibit B, Section 4.0, Contract Responsibilities, the County reserves the right to:

- a. Terminate this Contract upon the effective date of such closure(s). Upon the effective date of facility(ies) closures(s), the Contractor shall immediately cease its operations, and within fifteen (15) days thereafter remove all items of its personal property, equipment and inventory. The County shall provide advance notice to the Contractor of such facility(ies) closure(s); or
- b. Delete the facility(ies) closure(s) to be closed from the Contract and reduce the Contract sum pro tanto. Upon the effective date of facility(ies) closure(s), the Contractor shall immediately cease its operations at said facility(ies), and within fifteen (15) days thereafter remove all items of its personal property, equipment and inventory. The County shall provide advance notice to the Contractor of such facility(ies) closure(s).

8.44 Termination for Default

8.44.1 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:

8.44.1.1 Contractor has materially breached this Contract; or

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

8.44.1.3 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.

8.44.2 In the event that the County terminates this Contract in whole or in part as provided in Paragraph 8.44.1, the County may procure, upon such terms and in such manner as the County may deem appropriate, goods and services similar to those so terminated. The contractor shall be liable to the County for any and all excess costs incurred by the County, as determined by the County, for such similar goods and services. The contractor shall continue the performance of this Contract to the extent not terminated under the provisions of this paragraph.

8.44.3 Except with respect to defaults of any subcontractor, the contractor shall not be liable for any such excess costs of the type identified in Paragraph 8.44.2 if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of the contractor. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the contractor. If the failure to perform is caused by the default of a subcontractor, and if such default

arises out of causes beyond the control of both the contractor and subcontractor, and without the fault or negligence of either of them, the contractor shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the contractor to meet the required performance schedule. As used in this paragraph, the term "subcontractor(s)" means subcontractor(s) at any tier.

- 8.44.4 If, after the County has given notice of termination under the provisions of Paragraph 8.44 (Termination for Default) it is determined by the County that the contractor was not in default under the provisions of Paragraph 8.44 (Termination for Default) or that the default was excusable under the provisions of subparagraph 8.44.3, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Paragraph 8.42 (Termination for Convenience).
- 8.44.5 The rights and remedies of the County provided in this Paragraph 8.44 (Termination for Default) shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.45 Termination for Improper Consideration

- 8.45.1 The County may, by written notice to the contractor, immediately terminate the right of the contractor to proceed under this Contract if it is found that consideration, in any form, was offered or given by the contractor, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing this Contract or securing favorable treatment with respect to the award, amendment, or extension of this Contract or the making of any determinations with respect to the contractor's performance pursuant to this Contract. In the event of such termination, the County shall be entitled to pursue the same remedies against the contractor as it could pursue in the event of default by the contractor.
- 8.45.2 The contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to

the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.

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

8.46 Termination for Insolvency

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

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

- 8.46.1.2 The filing of a voluntary or involuntary petition regarding the contractor under the Federal Bankruptcy Code;

- 8.46.1.3 The appointment of a Receiver or Trustee for the contractor; or

- 8.46.1.4 The execution by the contractor of a general assignment for the benefit of creditors.

- 8.46.2 The rights and remedies of the County provided in this Paragraph 8.46 (Termination for Insolvency) shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.47 Termination for Non-Adherence of County Lobbyist Ordinance

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

8.48 Termination for Non-Appropriation of Funds

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

8.49 Validity

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

8.50 Waiver

No waiver by the County of any breach of any provision of this Contract shall constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time, or from time to time, any provision of this Contract shall not be construed as a waiver thereof. The rights and remedies set forth in this paragraph 8.50 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.51 Warranty Against Contingent Fees

8.51.1 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.

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

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

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

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

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

Failure of contractor to maintain compliance with the requirements set forth in Paragraph 8.52 "Warranty of Compliance with County's Defaulted Property Tax Reduction Program" shall constitute default under this contract. Without limiting the rights and remedies available to County under any other provision of this contract, failure of contractor to cure such default within ten (10) days of notice shall be grounds upon which County may terminate this contract and/or pursue debarment of contractor, pursuant to County Code Chapter 2.206.

8.54 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.

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

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

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

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

8.56 Compliance with Fair Chance Employment Practices

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

8.57 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 shall 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 shall 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 shall 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 shall 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 shall 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 shall 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 L (Living Wage Program Ordinance) and incorporated by reference into and made a part of this Contract.

9.1.2 Payment of Living Wage Rates

9.1.2.1 Unless the contractor has demonstrated to the County's satisfaction either that the contractor is not an "Employer" as defined under the Program (Section 2.201.020 of the County Code) or that the contractor qualifies for an exception to the Living Wage Program (Section 2.201.090 of the

County Code), the contractor shall pay its employees no less than the applicable hourly living wage rate, as set forth in Exhibit K (Living Wage Rate Annual Adjustment), for the employees' services provided to the County, including, without limitation, "Travel Time" as defined below Paragraph 9.1.2.5 under the Contract.

- 9.1.2.2 For purposes of this paragraph, "contractor" includes any subcontractor engaged by the contractor to perform services for the County under the Contract. If the contractor uses any subcontractor to perform services for the County under the Contract, the subcontractor shall be subject to the provisions of this paragraph. The provisions of this paragraph shall be inserted into any such subcontract and a copy of the Living Wage Program shall be attached to the subcontract. "Employee" means any individual, who is an employee of the contractor under the laws of California, and who is providing full-time or part-time services to the contractor, which are provided to the County under the Contract. "Full-time" means a minimum of forty (40) hours worked per week, or a lesser number of hours, if the lesser number is a recognized industry standard and is approved as such by the County; however, fewer than thirty-five (35) hours worked per week will not, in any event, be considered full-time.
- 9.1.2.3 If the contractor is required to pay a living wage when the Contract commences, the contractor shall continue to pay a living wage for the entire term of the Contract, including any option period.
- 9.1.2.4 If the contractor is not required to pay a living wage when the Contract commences, the contractor shall have a continuing obligation to review the applicability of its "exemption status" from the living wage requirement. The contractor shall immediately notify the County if the contractor at any time either comes within the Living Wage Program's definition of "Employer" or if the contractor no longer qualifies for the

exception to the Living Wage Program. In either event, the contractor shall immediately be required to commence paying the living wage and shall be obligated to pay the living wage for the remaining term of the Contract, including any option period. The County may also require, at any time during the Contract and at its sole discretion, that the contractor demonstrate to the County's satisfaction that the contractor either continues to remain outside of the Living Wage Program's definition of "Employer" and/or that the contractor continues to qualify for the exception to the Living Wage Program. Unless the contractor satisfies this requirement within the time frame permitted by the County, the contractor shall immediately be required to pay the living wage for the remaining term of the Contract, including any option period.

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

9.1.3 Contractor's Submittal of Certified Monitoring Reports

The contractor shall submit to the County certified monitoring reports at a frequency instructed by the County.

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

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

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

9.1.5 County Auditing of Contractor Records

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

9.1.6 **Notifications to Employees**

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

9.1.7 **Enforcement and Remedies**

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

1. Remedies for Submission of Late or Incomplete Certified Monitoring Reports. If the contractor submits a certified monitoring report to the County after the date it is due or if the report submitted does not contain all of the required information or is inaccurate or is not properly certified, any such deficiency shall constitute a breach of the Contract. In the event of any such breach, the County may, in its sole discretion, exercise any or all of the following rights/remedies:
 - a. Withholding of Payment. If the contractor fails to submit accurate, complete, timely and properly certified monitoring reports, the County may withhold from payment to the contractor up to the full amount of any invoice that would otherwise be due, until the contractor has satisfied the concerns of the County, which may include required submittal of revised certified monitoring reports or additional supporting documentation.
 - b. Liquidated Damages. It is mutually understood and agreed that the contractor's failure to submit an accurate, complete, timely and properly certified monitoring report will result in damages being sustained by the County. It is also understood and agreed that the nature and amount of the damages will be extremely difficult and impractical to fix; that the liquidated damages set forth herein are the

nearest and most exact measure of damages for such breach that can be fixed at this time; and that the liquidated damages are not intended as a penalty or forfeiture for the contractor's breach. Therefore, in the event that a certified monitoring report is deficient, including but not limited to being late, inaccurate, incomplete or uncertified, it is agreed that the County may, in its sole discretion, assess against the contractor liquidated damages in the amount of one hundred dollars (\$100) per monitoring report for each day until the County has been provided with a properly prepared, complete and certified monitoring report. The County may deduct any assessed liquidated damages from any payments otherwise due the contractor.

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

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

- a. Withholding Payment. If the contractor fails to pay one or more of its employees at least the applicable hourly living wage rate, the County may withhold from any payment otherwise due the contractor the aggregate difference between the living wage amounts the contractor was required to pay its employees for a given pay period and the amount actually paid to the employees for that pay period. The County may withhold said amount until the contractor has satisfied the County that any underpayment has been cured, which may include required submittal of revised certified monitoring reports or additional supporting documentation.
- b. Liquidated Damages. It is mutually understood and agreed that the contractor's failure to pay any of its

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

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

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

9.1.8 Use of Full-Time Employees

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

staffing plan. If the contractor changes its full-time employee staffing plan, the contractor shall immediately provide a copy of the new staffing plan to the County.

9.1.9 Contractor Retaliation Prohibited

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

9.1.10 Contractor Standards

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

9.1.11 Employee Retention Rights

1. The contractor shall offer employment to all retention employees who are qualified for such jobs. A “retention employee” is an individual:
 - a. Who is not an exempt employee under the minimum wage and maximum hour exemptions defined in the federal Fair Labor Standards Act; and
 - b. Who has been employed by a contractor under a predecessor Proposition A contract or a predecessor cafeteria services contract with the County for at least six (6) months prior to the date of this new Contract, which predecessor contract was terminated by the County prior to its expiration; and
 - c. Who is or will be terminated from his or her employment as a result of the County entering into this new contract.
2. The contractor is not required to hire a retention employee who:

- a. Has been convicted of a crime related to the job or his or her performance; or
 - b. Fails to meet any other County requirement for employees of a contractor.
3. The contractor shall not terminate a retention employee for the first ninety (90) days of employment under the contract, except for cause. Thereafter, the contractor may retain a retention employee on the same terms and conditions as the contractor's other employees.

9.1.12 Neutrality in Labor Relations

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

9.2 Extraordinary Incidents, Acts of God, Third Party Negligence

Contractor shall notify the Director in writing as soon as reasonably possible on the same day of discovery of any damage due to extraordinary incidents such as Acts of God and suspected third party negligence.

By reasons or acts beyond the control of the County, this Contract may be terminated by the County without liability or damages whenever the County is prevented by operation of laws, Acts of God, or by the official action of Local, State or Federal authorities from complying with the provisions of this Contract.

9.3 Compliance with the County's Smoking Ban Ordinance

This Agreement is subject to the provisions of the County's ordinance entitled Los Angeles County Code Title 17, Parks, Beaches, and Other Public Places, prohibiting smoking at County Parks ("Smoking Ban Ordinance") as codified in Sections 17.04.185 through 17.04.650 of the Los Angeles County Code.

10 ENFORCEMENT OF CONTRACT

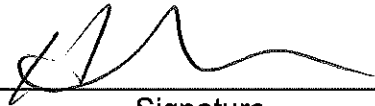
- 10.1 The Director shall be responsible for the enforcement of this Contract on behalf of the County and shall be assisted therein by those officers and employees of the County having duties in connection with the administration thereof. The Director hereby reserves the right to: (a) assign such personnel as are needed to serve as County's Contract Project Monitor(s) in order to inspect and review the Contractor's performance of, and compliance with, all contractual services, duties, obligations, responsibilities, administrative procedures and staffing as set forth in this Contract, and (b) require the Contractor to provide such written documentation and/or regular reports as the Director deems necessary to verify and review the Contractor's performance under this Contract.
- 10.2 The County reserves the right to perform inspections at any time for the purpose of maintaining the Contractor's compliance with all Contract terms and conditions and performance standards.
- 10.3 The Contractor hereby agrees to cooperate with the Director, County's Project Managers and County's Contract Project Monitors, and any appropriate Federal or State representative, in the review and monitoring of the Contractor's service program, records and procedures at any reasonable time, as requested by the County.
- 10.4 In the event the County commences legal proceedings for the enforcement of this Contract or recovery of the premises herein, the Contractor does hereby agree to pay any sum which may be awarded to the County by the Court for attorney's fees and costs incurred in the action brought thereon.

11 ENTIRE CONTRACT

This document and the Exhibit(s) attached hereto constitute the entire contract between County and Contractor and its subcontractors, if any, for the security services to be provided for the North Region Facilities. All other agreements, promises and representations with respect thereto, other than those contained herein, are expressly revoked, as it has been the intention of the parties to provide for a complete integration within the provisions of this document, and the Exhibit(s) attached hereto, the terms, conditions, promises and covenants relating to the security services of the North Region Facilities. The unenforceability, invalidity, or illegality of any provision of this Contract shall not render the other provisions thereof unenforceable, invalid or illegal. No change to this Contract shall be valid unless prepared pursuant to Subsection 8.1, Amendments and Change Notices, and signed by both parties.

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.

SECURITAS SECURITY SERVICES USA, INC.

By 
Signature
Hector M. Romero
Print Name
DISTRICT MANAGER
Title

COUNTY OF LOS ANGELES

By _____
Holly J. Mitchell, Chair
Board of Supervisors

ATTEST:

Celia Zavala, Executive Officer
of the Board of Supervisors

By _____

APPROVED AS TO FORM:

DAWYN R. HARRISON
Acting County Counsel

By 
Deputy County Counsel

CALIFORNIA CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)

County of Los Angeles)

On 8/23/2022 before me, Desiree Robles, Notary,
(here insert name and title of the officer)

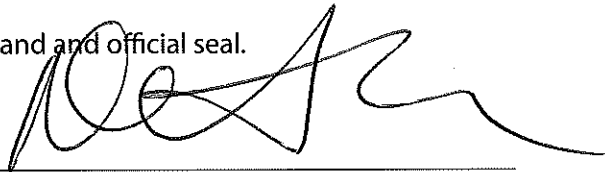
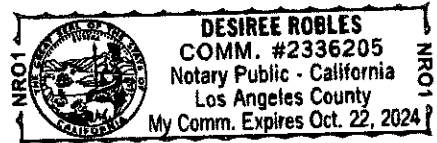
personally appeared Hector M. Romero

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

(Seal)

Optional Information

Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this acknowledgment to an unauthorized document and may prove useful to persons relying on the attached document.

Description of Attached Document

The preceding Certificate of Acknowledgment is attached to a document titled/for the purpose of _____

containing _____ pages, and dated _____

The signer(s) capacity or authority is/are as:

- ☐ Individual(s)
- ☐ Attorney-in-Fact
- ☐ Corporate Officer(s) _____ Title(s) _____
- ☐ Guardian/Conservator
- ☐ Partner - Limited/General
- ☐ Trustee(s)
- ☐ Other: _____

representing: _____
Name(s) of Person(s) or Entity(ies) Signer is Representing

Additional Information

Method of Signer Identification

Proved to me on the basis of satisfactory evidence:

☐ form(s) of identification ☐ credible witness(es)

Notarial event is detailed in notary journal on:

Page # _____ Entry # _____

Notary contact: _____

Other

☐ Additional Signer(s) ☐ Signer(s) Thumbprint(s)

☐ _____

**CONTRACT FOR
SECURITY SERVICES**

TABLE OF CONTENTS OF EXHIBITS

STANDARD EXHIBITS

A	PRICING AND BILLING SCHEDULE
B	STATEMENT OF WORK
C	STATEMENT OF WORK EXHIBITS
D	CONTRACTOR'S EEO CERTIFICATION
E	COUNTY'S ADMINISTRATION
F	CONTRACTOR'S ADMINISTRATION
G	FORM(S) REQUIRED AT THE TIME OF CONTRACT EXECUTION (COVID-19 Vaccination Certification of Compliance and Confidentiality Forms)
H	CONTRACTOR'S QUALITY CONTROL PLAN
I	INTERNAL REVENUE SERVICES'S NOTICE NO. 1015
J	JURY SERVICE ORDINANCE
K	SAFELY SURRENDERED BABY LAW
L	LIVING WAGE ORDINANCE
M	LIVING WAGE RATE ANNUAL ADJUSTMENTS
N	PAYROLL STATEMENT OF COMPLIANCE
O	COUNTY DEFAULTED PROPERTY TAX REDUCTION PROGRAM
P	CERTIFICATION OF COMPLIANCE WITH GREEN INITIATIVES
Q	COUNTY'S SMOKING BAN ORNIDANCE

PRICING AND BILLING SCHEDULE

SECURITAS SECURITY SERVICES USA, INC. - NORTH REGION

LOCATION	WEEKLY SCHEDULE	GUARD		CONTRACT YEAR 1 (2/1/2023 - 1/31/2024)		CONTRACT YEAR 2 (2/1/2024 - 1/31/2025)		CONTRACT YEAR 3 (2/1/2025 - 1/31/2026)		OPTION YEAR 1 (2/1/2026 1/31/2027)		OPTION YEAR 2 (2/1/2027 - 1/31/2028)	
		GUARD TYPE	ANNUAL HOURS	HRLY RATE	TOTAL ANNUAL SUM	HRLY RATE	TOTAL ANNUAL SUM	HRLY RATE	TOTAL ANNUAL SUM	HRLY RATE	TOTAL ANNUAL SUM	HRLY RATE	TOTAL ANNUAL SUM
William S. Hart Park and Museum	5 days per week Wednesday – Sunday 9:30am -5:30pm, (8 Hours per day) Park is closed on Christmas Day	ARMED	2,080	\$34.66	\$72,093	\$35.70	\$74,256	\$36.77	\$76,483	\$37.87	\$78,778	\$39.01	\$81,141
Placerita Canyon Park	7 days per week Monday - Sunday Open gate at Sunrise & Close gate Sunset	UNARMED VEHICLE	N/A	MONTHLY RATE	TOTAL ANNUAL SUM	MONTHLY RATE	TOTAL ANNUAL SUM	MONTHLY RATE	TOTAL ANNUAL SUM	MONTHLY RATE	TOTAL ANNUAL SUM	MONTHLY RATE	TOTAL ANNUAL SUM
				\$4,326	\$51,912	\$4,434	\$53,210	\$4,545	\$54,540	\$4,659	\$55,904	\$4,775	\$57,301
ANNUAL GRAND TOTAL				\$124,004.80		\$127,465.38		\$131,023.30		\$134,681.30		\$138,442.22	

STATEMENT OF WORK
Security Services – North and Central Regions

TABLE OF CONTENTS

<u>SECTION</u>	<u>HEADING</u>	<u>PAGE</u>
1.	Scope of Work	1
2.	Contractor's Requirements	2
3.	Contractor's Background Clearance Requirements	3
4.	Contractor Responsibilities	4
5.	Contractor – Furnished Items	5
6.	Security Guard/Lead Guard/ Supervisor Tasks	10
7.	Contractor Employee Training Program	18
8.	Contractor's Annual Physical Exams and Requirements	22
9.	Contractor's Requirements for Observance of Regulations	22
10.	Sheriff's Department Regulations Regarding Weapon Safety	23
11.	County Forms to be used by Contractor	24
12.	Contractor's Quality Control Plan	25
13.	County's Contract Manager	26
14.	Assessments for Non-Performance	26
15.	County Furnished Items	27
16.	County's Responsibilities	28
17.	Minimum Staffing Plan	29
18.	Performance Requirements Summary	29

STATEMENT OF WORK
Security Services – North and Central Regions

1.0 SCOPE OF WORK

- 1.1 This Statement of Work (SOW), Appendix A, defines the scope of work to be performed by qualified contractor(s) for two (2) contracts to provide both armed and unarmed security services at various Headquarters/ Parks and Recreation locations throughout the Central, and North Regions of Los Angeles County Department of Parks and Recreation (Parks and Recreation) as specified in Section 4.0, Contractor Responsibilities.
- 1.2 Contractor shall be required to provide licensed uniformed security guards, who have been trained according to **California Code of Regulations Title 16, Division 7 of the Bureau of Security and Investigative Services (BSIS), Article 9.** (https://www.bsis.ca.gov/industries/g_train.shtml)
- 1.3 Contractor shall provide all personnel, materials, general supervision and other items or services necessary to perform the required security guard services described under Section 6.0, “Security Guard/Lead Security Guard/Supervisor Tasks”.
- 1.4 The Department shall have the right (1) to delete and/or add facilities and (2) add, delete, reduce, or change specific tasks and/or work hours for any and all shifts, based on organizational and/or operational requirements during the term of the contract, in accordance with Appendix C, Sample Contract, Subsection 8.1, Amendments and Change Notices. Added services shall be based on the agreed contract rates.
- 1.5 The requirement of said services may increase or decrease and/or the unarmed posts listed may become armed posts. Therefore, the Statement of Work includes all weapon-associated requirements necessary for any future armed security guards.
- 1.6 County requests for a change, addition, and/or deletion of services shall be made by written notice to Contractor three (3) to five (5) Business Days prior to coverage change. Contractor shall be required to provide written confirmation of coverage changes within three (3) calendar days of receipt of such notice. County will prepare evidence of the change, addition, and/or deletion of services, according to Appendix C, Sample Contract, Subsection 8.1, Amendments and Change Notices
- 1.7 Urgent service requests shall be made by County’s Contract Manager, in writing to Contractor, prior to the requested start of services with written evidence of the change in accordance with Appendix C, Sample Contract, Subsection 8.1, Amendments and Change Notices.

STATEMENT OF WORK
Security Services – North and Central Regions

2.0 CONTRACTOR'S REQUIREMENTS**2.1 Contractor shall provide the following personnel:**

- 2.1.1 Contractor's Project Manager shall have of a minimum of three (3) years' paid security management experience within the last five (5) years. Contractor's Project Manager will be responsible for the overall management of the contract and act as a central point of contact with the County. Contractor's Project Manager shall ensure on a daily basis, 100% post coverage or have sufficient back-up personnel available to replace guards absent from assigned post within two (2) hours or less. Contractor's Project Manager shall be available by telephone twenty-four (24) hours a day, seven (7) days a week to respond to emergencies or other critical operational requirements.
- 2.1.2 Supervisor shall have, at a minimum, two (2) years of security supervisory experience within the past five (5) years or at the lieutenant level and above. Contractor shall provide one (1) supervisor to inspect each post weekly to ensure proper performance of security guards.
- 2.1.3 Contractor shall be responsible for providing security guards who shall be competent and qualified to fulfill the requirements of the Agreement. Additional criteria for the selection and training of all security personnel are provided under Section 3.0, "Contractor's Background Clearance Requirements"; Section 7.0, "Contractor Employee Training Program"; and Section 8.0, "Contractor's Annual Physical Exams and Requirements".
- 2.1.4 Unarmed security officers shall have three (3) years' experience in the field and two (2) years' paid security experience.
- 2.1.5 Armed security officers shall have three (3) years' paid armed security experience, one year paid unarmed security experience, and have satisfactory work history.

2.2 Contractor shall provide sufficient staff to meet the level specified for each location designated in Section 4.0, "Contractor Responsibilities".

- 2.2.1 Contractor shall maintain trained and County-approved security guards as back-up staff to replace security guards who are absent for any reason.

STATEMENT OF WORK
Security Services – North and Central Regions

- 2.2.2 Contractor shall ensure security guards report absences to Contractor and to his/her County Contract Manager the day before a planned absence or within one (1) hour prior to employee's reporting time to work for unplanned absences.
- 2.2.3 Contractor shall notify the County Contract Manager of any absences. Contractor shall ensure post coverage at all times, replacement security guard shall report within two (2) hours or less of the absent security guard's reporting time.
- 2.2.4 In the event that a security guard must leave during the workday, Contractor shall send replacement security guard within two (2) hours or less to complete the remaining work schedule. The two (2) hour replacement requirement is a baseline; Contractor shall make every effort to have a replacement guard on site immediately upon notice of a vacant post.

3.0 CONTRACTOR'S BACKGROUND CLEARANCE REQUIREMENTS

- 3.1 Contractor must obtain a background investigation report of sufficient detail to ensure good character and trustworthiness of each security guard. Contractor shall be responsible for any cost associated with the background investigation process.
- 3.2 Contractor's security guards and supervisors who have been involved in any of the following shall not be accepted:
 - 3.2.1 Any felony conviction.
 - 3.2.2 Any sex conviction.
 - 3.2.3 Any military conduct that involved dishonorable discharge, bad conduct, or an undesirable discharge.
 - 3.2.4 Any pattern of irresponsible behavior including, but not limited to, unreasonable driving records as revealed on DMV Reports or poor employment records.
 - 3.2.5 Any conduct that would preclude the employee from receiving a bond.

STATEMENT OF WORK
Security Services – North and Central Regions

4.0 CONTRACTOR RESPONSIBILITIES

- 4.1 Contractor(s) shall provide security services at Central Region and/or North Region as specified:

CENTRAL REGION

- 4.1.1 South Agency Headquarters
360 West El Segundo Boulevard, Los Angeles, CA 90061
- 4.1.2 East Agency and Regional Facilities Agency Headquarters
265 Cloverleaf Drive, Baldwin Park, CA 91706
- 4.1.3 The Arboretum of Los Angeles County (Arboretum)
301 North Baldwin Avenue, Arcadia, CA 91007
- 4.1.4 The 72 Street Corral and Equestrian
550 72 Street, Long Beach, CA 90805

NORTH REGION

- 4.1.5 William S. Hart Regional Park and Museum
24151 North San Fernando Road, Newhall, CA 91321
- 4.1.6 Placerita Canyon Park
19152 Placerita Canyon Road
Newhall, CA 91321
- 4.2 Contractor shall be responsible for tracking approved service hours as identified in Pricing and Billing Schedule, to ensure service hours are not beyond the approved hours.
- 4.3 Contractor shall ensure that all posts are filled according to County's staffing plan, unless County gives a written modification of a change. Contractor shall be liable for all directly related and associated costs, should County or another contractor be required to fill the open post that Contractor is responsible for staffing.
- 4.4 Open Post without County's prior approval will be viewed by County as a serious breach of performance and may subject to Remedies and Liquidated Damages.
- 4.5 Facilities covered and the number of hours may be increased or reduced during the contract period by the County Contract Manager. Any additional work requested by the County Contract Manager will be provided to the

STATEMENT OF WORK

Security Services – North and Central Regions

County at the same rates outlined in the Pricing and Billing Schedule. As an example, it may become necessary during the life of this Contract to temporarily provide additional armed or unarmed security guards at other Parks and Recreation facilities.

- 4.6 All changes in services shall have the approval of the County's Contract Manager prior to deployment of added services. County shall contact Contractor either by phone call or written notice, when possible, three to five business days prior to coverage.
- 4.7 Contractor shall be required to provide written confirmation of the added Post Coverage within 24 hours, but no more than three (3) days of receipt of such order. Cost for security guards shall be according to the Pricing and Billing Schedule. Prior to services, the County's Contract Manager will prepare a Change Notice in accordance with the Agreement.
- 4.8 Contractor shall be responsible for parking fees for its employees, if applicable.

5.0 CONTRACTOR – FURNISHED ITEMS

All Contractor-furnished items in this Subsection 5.0, including all paragraphs, shall be provided by the Contractor at Contractor expense and at no cost to Contractor employees or to the County.

- 5.1 Contractor shall ensure that all equipment provided by Contractor shall, at all times, be kept clean, well maintained and up to manufacturer standards. Contractor shall provide regular maintenance, repair or replacement for equipment caused by reasonable wear and tear.

5.2 Uniforms/ Identification Badges

The Contractor shall at its expense ensure that all on-duty security guards wear complete County-approved uniforms. Uniforms shall be the same for all assigned security guards and security guard supervisors, unless an exception is required or approved by the County's Contract Manager. At least ten (10) days prior to the start of contract, Contractor shall obtain approval by Director for said uniforms. Said uniforms will consist of the following items, unless an exception is requested by County or due to facility requirements:

- 5.2.1 Trousers;
- 5.2.2 Shirt/Blouse;
- 5.2.3 Belt – solid black [smooth or basket-weave];
- 5.2.4 Tie – solid black [on request];

STATEMENT OF WORK

Security Services – North and Central Regions

- 5.2.5 Tie bar;
 - 5.2.6 Socks – solid black;
 - 5.2.7 Shoes – solid black, leather, military-type;
 - 5.2.8 Shoulder patches, as required by California Business and Professions Code 7582.26(f), on both arms of uniform shirt/blouse and jacket;
 - 5.2.9 Rain gear (as needed);
 - 5.2.10 Name Tags;
 - 5.2.11 Photo Identification Badges, with name, to be in the immediate possession of employee, and visibly displayed while on duty;
 - 5.2.12 Jacket, as appropriate to weather conditions; and
 - 5.2.13 Security guard and security guard supervisor uniforms shall always be clean and neatly pressed.
- 5.3 Contractor shall provide all employees providing services under the Contract with a County-approved photo identification card, listed above in section 5.2.11, as noted in Subsection __, Contractor Staff Identification of the Contract. Contractor identification card may be subject to County approval and shall contain a graphic of the appropriate badge, security guard name, and at least the following identifying information and specifications:
- 5.3.1 Recent photograph of the employee (within last five (5) years);
 - 5.3.2 Full name of employee, employee number, and title;
 - 5.3.3 Card should note: Los Angeles County Parks and Recreation Contracted Employee;
 - 5.3.4 Signature of employee and approving authority;
 - 5.3.5 Height, eye color, and hair color of the employee;
 - 5.3.6 The card should be numbered by the issuing employer;
 - 5.3.7 The card may contain medical information (e.g. blood type) if that information is supported by competent medical documentation;
 - 5.3.8 The card should be approximately 3 ½ inches wide by 2 ½ inches high;
 - 5.3.9 The card should indicate the date issued and any expiration date established by the issuing employer; and
 - 5.3.10 The completed card must be laminated securely both front and back.
- 5.4 Contractor shall issue a photo identification card, as described above, to each of their employees before assigning the employee to work in any County Location. Contractor personnel may be asked to leave a County Location by a County representative if they do not have the proper photo identification card on their person.

STATEMENT OF WORK
Security Services – North and Central Regions

- 5.5 Contractor shall notify County within 24 hours whenever one of their employees is terminated from providing services under this Contract. Contractor shall retrieve the Contractor's employee photo identification card and any County access keycard/ keys within 24 hours of termination.

5.6 **Security Guard Equipment/Accessories**

All armed and unarmed security guards and security guard supervisors (including relief, as required) shall be equipped by the Contractor, at Contractor expense and at no cost to Contractor employee or to the County, with at least the following equipment/accessories:

- 5.6.1 Current California Guard Registration Card;
- 5.6.2 Sam/Sally Browne (gun belt);
- 5.6.3 One (1) Handcuff Case;
- 5.6.4 One (1) set of Handcuffs plus key;
- 5.6.5 Four (4) Keepers;
- 5.6.6 One (1) Key Snap.
- 5.6.7 One (1) heavy duty 3-cell Flashlight approved by County, or approved alternate, with batteries;
- 5.6.8 One (1) radio holder/pouch;
- 5.6.9 Badge, to be worn and visibly displayed while on duty;
- 5.6.10 Side Handle Baton with Baton Ring or Collapsible Side Handle Baton with Baton Ring. Handler, 12", or the ASP (24" or 26") expandable straight stick;
- 5.6.11 Valid and current permit for Baton;
- 5.6.12 Pepper spray (10% solution of oleoresin capsicum in a 1.47 oz. container and carried in holster); and
- 5.6.13 Battery Operated, handheld, super bright, LED search light with a minimum 9-inch diameter lens. (at East/Regional Agency HQ)

Contractor shall be responsible for the maintenance of all Contractor-furnished Security Guard equipment/accessories.

5.7 **Armed Security Guard Equipment/Accessories**

All armed Security Guard equipment/accessories shall be provided by the Contractor, at Contractor expense and at no cost to Contractor employee or to the County.

Armed Security Guards shall be equipped with all items listed in Paragraph 5.6 - Security Guard Equipment/ Accessories of this Statement of Work, and the following items:

STATEMENT OF WORK

Security Services – North and Central Regions

- 5.7.1 Valid and current firearms permit indicating the specific firearm issued;
- 5.7.2 Ammunition pouch designed to hold two (2) magazines;
- 5.7.3 Issued duty holster, which specifically fits the issued weapon;
- 5.7.4 A pistol, semi-automatic, produced by Beretta or Smith & Wesson, 9mm caliber only, as issued by the Contractor, from the following pistol series:
 - Beretta 92F Series
 - Smith & Wesson M&P9 Series
 - Smith & Wesson M&P9 M2.0 Series
- 5.7.5 The above listed firearms have been approved by the Los Angeles County Sheriff's Department as meeting their testing requirements for safety, performance, quality, and training procedures.
- 5.7.6 Ammunition, for pistol, semi-automatic, a minimum quantity to fill three (3) magazines for the carried weapon, 9mm Jacketed Hollow Point ammunition, as issued by the Contractor. A semi-automatic pistol shall be carried with one round chambered and a full magazine inserted into the pistol, safety on if so equipped.
- 5.7.7 Armed security guards shall only carry a firearm for which they are currently licensed and qualified under the California Business and Professions Code Section 7596 – 7596.13. The firearm shall be listed on their firearms' card issued by Department of Consumer Affairs, Bureau of Security and Investigative Services.
- 5.7.8 Each armed security guard shall be required to qualify/re-qualify twice annually. Once during the first half of the year and once during the second half of the year.
- 5.7.9 Qualification slips shall be filed with their company of employment and be available for audit by personnel of the Department.

5.8 Weapons List.

Contractor shall provide a Weapons List at start of contract with the name of the security guards and the make and serial number of each security guard's revolver or pistol. Contractor is responsible for providing updated Weapons List as changes occur. County will conduct random inspection to ensure compliances.

5.9 Patrol Vehicle or other Mobile Unit:

For Central Region:

- **Arboretum** - Contractor shall furnish, maintain, and operate a vehicle that should be able to maneuver effectively and efficiently on the miles of unimproved roads and paths throughout the

STATEMENT OF WORK

Security Services – North and Central Regions

Arboretum, including during periods of inclement weather, to patrol the designated areas.

- **East Agency and Regional Agency** – Contractor shall furnish, maintain, and operate a patrol vehicle to patrol the designated areas.

For North Region:

- **William S. Hart Regional Park and Museum and Placerita Canyon** - Contractor shall furnish, maintain, and operate a patrol vehicle. Patrol vehicle specification shall be a mid-sized sedan equipped with the minimum safety and security items:
 - Spotlight with ½ mile illumination range
 - Fire extinguisher and flares
 - Emergency road repair equipment including jack and spare tire
 - First aid kit
 - Decals on the exterior right and left front door panels identifying the Contractor's name.
 - Public Address (PA) System
 - Light Bar

5.10 Replacement of County Equipment.

- 5.10.1 Contractor assumes full responsibility for all equipment issued by the County to Contractor solely for performance of work contained herein.
- 5.10.2 Should Contractor's employees damage County property or equipment, County shall forward an invoice to Contractor for all repairs or replacement cost of any lost, stolen, or damaged County equipment assigned to Contractor's personnel along with a Contract Discrepancy Report (CDR).
- 5.10.3 Payment for equipment damaged is due to County within thirty (30) days of receipt of invoice. If payment is not received within thirty (30) days, County shall deduct replacement cost from Contractor's invoice for security guard services.
- 5.10.4 Contractor shall reimburse County, at current replacement rate, for all equipment that is lost, damaged, stolen, or becomes otherwise unavailable due to Contractor negligence.

STATEMENT OF WORK
Security Services – North and Central Regions

5.10.5 Upon termination of the Agreement, all equipment shall be returned to County in good operating condition, less reasonable wear and tear.

5.11 Additional Material Provided by Contractor

5.11.1 Contractor shall provide all working materials necessary for the proper performance of the Agreement including such items as logs, required forms, and stationery. Contractor shall supply these materials at no cost to County.

5.11.2 Contractor shall provide portable two-way communication device to all Contractor personnel for the purpose of maintaining communication with base station. Radios may be passed on to Contractor personnel at the change of a shift.

5.11.3 Contractor shall supply, install, operate, and maintain, at its own expense, technology used to monitor patrol guards, approved by the Director, at specific locations throughout the East and South Agencies identified in Section 4, Contractor Responsibilities. Checkpoints and patrol frequencies will be agreed upon for maximum security coverage. Said technology should be able to download its data or access its data, electronically, to be reviewed by the County's Contract Manager on an as-needed basis. Such data shall include, at a minimum, each checkpoint location and the date and time the guard was at each checkpoint. In addition, a report should be available to be generated that shows check in/out times, foot patrol as directed by site specific post orders, and hours worked. The report shall be used to generate monthly invoices to be submitted to County along with hard copy sign-in/sign-out sheets. Contractor shall provide and maintain such technology at no cost to County.

6.0 SECURITY GUARD/LEAD SECURITY GUARD/SUPERVISOR TASKS

6.1 **Mandatory Tasks For All Regions** - Security guard shall perform the following tasks as outlined below:

6.1.1 Security guard shall patrol buildings, parking lots and access areas for the purpose of protecting against vandalism, damage or theft of public and private property. During patrol, he/she must visit all designated checkpoint locations at the agreed upon frequencies.

STATEMENT OF WORK
Security Services – North and Central Regions

- 6.1.2 Security guard shall sign in and out each day, on the County's Sign-In sheet.
- 6.1.3 Security guard shall report to work on time and hold over on specified posts until relieved as required.
- 6.1.4 Security guard shall wear photo I.D. while on duty.
- 6.1.5 Security guard shall maintain a clean and professional appearance; be courteous to the public and County personnel at all times.
- 6.1.6 Security guard shall lock/unlock gates and doors at designated times.
- 6.1.7 Security guard shall raise and lower flags at designated hours.
- 6.1.8 Security guard shall turn off/on lights at close/start of business.
- 6.1.9 Security guard shall communicate effectively in English, both verbally and in writing with the public and County personnel; direct visitors to personnel or services within the facility.
- 6.1.10 Security guard shall visually inspect persons for proper identification, and if required, maintain a sign in and out log.
- 6.1.11 Security guard shall be familiar with the Department's Emergency Procedures for each post.
- 6.1.12 Security guard shall keep an updated list of contacts to report emergencies including the Internal Services Department dispatcher, (562) 401-0064.
- 6.1.13 Security guard shall detain person(s) suspected of damaging property, injuring others, and possession of stolen goods. He/she must exercise proper arrest techniques to avoid inappropriate touching or the use of force according to **Bureau of Security and Investigative Services (BIS) Business and Professional Code Section 7583.7(a)**.
- 6.1.14 Security guard shall maintain order and use good judgment and discretion in handling unruly or trespassing public.
- 6.1.15 Security guard shall report all incidents of an emergency nature involving potential damage or injury to local law enforcement and the County's Contract Manager with written reports to follow

STATEMENT OF WORK
Security Services – North and Central Regions

immediately. If the incident is of a non-emergency nature, the written reports may be submitted at the end of the security guard's shift.

- 6.1.16 Security guard shall be knowledgeable of security procedures, alarm systems, electronic devices, on each assigned post.
- 6.1.17 Security guard shall be knowledgeable in the operation of assigned radios, including knowledge of all appropriate codes.
- 6.1.18 Security guard shall be knowledgeable of local jurisdiction and who to call when incidents occur.
- 6.1.19 Security guard shall be knowledgeable of and adhere to the "Sheriffs Department Regulations Regarding Weapons Safety" as outlined in Section 10 of this Appendix A, Statement of Work.
- 6.1.20 Security guard shall be awake at all times during post coverage. Assessments will be made for reports of negligence of duty.
- 6.1.21 Security guard shall monitor and respond to the security alarm system at the facilities and document any action taken.
 - 6.1.21.1 If the incident is of an emergency nature involving potential damage or potential injury, security guard shall contact 911, local law enforcement, Superintendent, and his/her immediate supervisor. Security guard shall remain and keep facility secure until appropriate County personnel reach the facility. Written reports regarding the incident shall also be submitted immediately to the County's Contract Manager.
 - 6.1.21.2 If the incident is of a non-emergency nature, the written reports should be completed at the end of the security guard's shift and submitted to the County's Contract Manager by the next business day.
- 6.1.22 Security guards shall not use any County telephone except for the purpose of making or receiving calls to/from their supervisors, representatives of the County, and emergency situations.
- 6.1.23 Security guards shall present a business like demeanor at all times. Excessive socializing with the public or County employees during the security guard's working hours is to be discouraged.

STATEMENT OF WORK
Security Services – North and Central Regions

6.1.24 Security guards shall not be allowed to sit or socialize in their personal vehicles during their assigned shift unless prior approval has been given by the County's Contract Manager.

6.1.25 Security guards shall not read, or use personal radios, compact disc players, tape players, cell phones, televisions, laptop computers or any handheld computer devices, etc., at their assigned posts at anytime.

6.1.26 Security guards shall not remove or borrow County materials or equipment or items owned by employees of the County. This includes heaters, fans, radios, food found in employee break-room refrigerators, etc.

6.2 North Region - William Hart Facility Requirements

In addition to 6.1 above, the security guard at William S. Hart Park and Museum shall be responsible for the following:

6.2.1 At the start of the shift, security guard will meet at the Museum and sign in with a member of the Museum staff. At the end of the shift, the security guard will sign out at the park maintenance office.

6.2.2 Security guard's shift schedule will change twice per year based on the museum's hours.

6.2.3 (Intentionally Omitted)

6.2.4 The security guard shall be responsible to check the campgrounds and picnic areas for any vandalism, graffiti, etc., after the museum tours are completed, and report any incidents back to the Superintendent of the facility.

6.2.5 Security guard will ensure the Museum staff or Park staff opens the Ranch House before proceeding to the Museum.

6.2.6 Security guard shall secure the inside of the Museum by ensuring all exhibit gates are locked prior to the start of tours.

6.2.7 Security guard shall follow each tour through the Museum. If there is more than one tour in the Museum, the security guard shall position him/herself between the tours.

6.2.8 Security guard shall remove any unruly patrons from the Museum at the request of the Museum staff or when he/she feels that the

STATEMENT OF WORK
Security Services – North and Central Regions

patron(s) should be removed for the protection and general well-being of the artifacts and the facility.

- 6.2.9 Security guard shall patrol the Park grounds on a routine basis after the Museum tours are completed. While patrolling, security guard shall check on the Museum staff.
- 6.2.10 During winter hours only, before closing time, when possible, the security guard shall make a public announcement to the patrons of the park that the park will be closing in one-half (½) hour. After the public announcement has been made, the security guard will proceed to the Senior Center and lock the Trail Gate near the buffalo pen. County Sheriffs will lock the Trail Gate during summer hours.
- 6.2.11 After locking the Trail Gate, security guard shall check the campgrounds for authorized/permitted campers. If unauthorized/non-permitted campers are present, security guard shall identify himself/herself and shall ask them to leave the facility.
- 6.2.12 Security guard shall lock the District Office Front Gates under the following circumstances:
 - 6.2.12.1 If there are no authorized/permitted campers in the campgrounds and no Society members present.
 - 6.2.12.2 If there are no authorized/permitted campers in the campgrounds and Society members are present, but have no key. Security guard shall identify himself/herself and let the member(s) know that he/she is leaving and will be locking the facility and they will be asked to leave the facility.
- 6.2.13 Security guard shall close, not lock, the District Office Front Gates under the following circumstances:
 - 6.2.13.1 If there are authorized/permitted campers in the campgrounds and no Society members present.
 - 6.2.13.2 If there are authorized/permitted campers in the campgrounds and Society members are present, but have no key. Security guard shall identify himself/herself and let the member(s) know that he/she is leaving and will be closing the facility. Member(s) will be asked to leave the facility.

STATEMENT OF WORK

Security Services – North and Central Regions

6.2.13.3 Security guard must notify Superintendent the status upon leaving his/her shift.

6.2.14 If there are Society members present who have a key, they will be responsible for locking or closing the Historical Society and the District Office Front Gates. Security guard shall identify himself/herself and let the member(s) know that he/she is leaving and will be locking the other gates.

6.2.15 After locking or closing the Historical Society and the District Office Front Gates, security guard shall lock the Interim Gate between the District Office and the Hart Park facility.

6.2.16 After locking the Interim Gate, security guard shall lock the Exit Gate along Newhall Avenue. If there are any cars left in the parking lot, the security guard will locate the patron(s) and let him/her (them) know that the facility is closed and to please exit. If the security guard is unable to locate the patron(s), he/she shall notify the local law enforcement and provide them with a description of the vehicle and the license plate number. The security guard shall lock the Exit Gate.

6.2.17 After locking the Exit Gate, security guard shall lock the Main Gate on Newhall Avenue once all the patrons have exited; at the end of shift.

6.2.18 Security guard shall contact 911 immediately if there are any emergencies or patron confrontations on the facility. In addition, guard must contact the Sheriff's Park Bureau at (800) 834-0064, and Superintendent.

6.2.19 Security guard shall immediately inform the Superintendent of any vandalism or incidents. Verbal notification shall be followed up with written report. If the incident is of a non-emergency nature, the written reports may be submitted at the end of the security guard's shift.

6.3 North Region - Placerita Canyon Park Facility and Walker Ranch Trail (Patrol Only)

In addition to 6.1 above, the security guard at Placerita Canyon Park shall be responsible for the following:

6.3.1 At sunrise and sunset, security guard shall patrol the following areas: Placerita main office and Walker Ranch Trail.

STATEMENT OF WORK
Security Services – North and Central Regions

6.3.2 Security guard must have a list of contacts and radio communication device for reporting purposes.

6.3.3 **At Sunrise** - security guard shall conduct vehicle patrol at Placerita Canyon to check for intruders, and trespassers. Security guard shall conduct surveillance on the following locations:

6.3.3.1 **Placerita Canyon and Walker Ranch Trail** – unlock the front entrance trail gate and drive in the parking area to identify any signs of vandalism, trespassing, and illegal activities. Report all incidents to the Superintendent. Unauthorized vehicle(s) shall be reported to Superintendent immediately. Unauthorized individuals found in the parking area must be asked to leave. If the unauthorized individual is uncooperative, Security Guard shall contact local law enforcement, and Superintendent.

6.3.3.2 After routine check at Placerita main office parking lot, security guard shall drive East toward the Walker Ranch Trail approximately two (2) miles. Security Guard shall assure that the gate is locked. Any illegal activities must be reported to local law enforcement, and Superintendent. In an emergency situation, Security Guard must immediately call 911.

6.3.4 **At Sunset** - Security Guard will conduct a routine check of Placerita Canyon and Walker Ranch Trail.

6.3.4.1 **Placerita and Walker Ranch Trail** - Upon arriving at Placerita main office, Security Guard shall drive through front gate and conduct a routine check for unauthorized vehicles and trespassers. Any illegal activities must report immediately to local law enforcement and Superintendent. After thorough surveillance, security guard shall lock the gate and drive East to Walking Ranch Trail for final routine check.

6.4 East Agency and Regional Agency

In addition to 6.1 above, the security guard at the East and Regional Agencies shall be responsible for the following:

6.4.1 During night guard's first patrol, check locks on all vehicles, buildings, gates, bins, etc. to ensure they are locked. Lock those items that were found unlocked. Include those items that were not locked in the incident report.

STATEMENT OF WORK
Security Services – North and Central Regions

6.4.2 Night guard must use a handheld, super bright, LED search light during night patrol.

6.5 Arboretum

In addition to 6.1 above, the security guard at the Arboretum shall be responsible for the following:

6.5.1 During night guard's first patrol, check locks on all vehicles, buildings, gates, bins, etc. to ensure they are locked. Lock those items that were found unlocked. Include those items that were not locked in the incident report.

6.5.2 Night guard must use a handheld, super bright, LED search light during night patrol.

6.6 Supervisor and/or Lead Security Guard shall perform the following tasks once per week:

6.6.1 Inspection of all security personnel to ensure proper uniform, sobriety, and clear comprehension of Post Orders and emergency procedures.

6.6.2 Conducting on-site training, as necessary.

6.6.3 Issue radios, radio holders, and entrance keys (as appropriate) to all security guards.

6.6.4 Ensure rain gear is provided to all security guards posted outside in stormy weather.

6.6.5 Provide orientation and training for all newly assigned security guards to the facility. He/she may also be required to provide refresher and/or remedial training to security personnel as needed.

6.6.6 When necessary, Supervisor will act as a back-up for security guard until suitable replaced guard reports to post.

6.6.7 Maintain Sign-In Sheets, including:

6.6.7.1 Obtain County signature on all sign-in sheets.

6.6.7.2 Verify and obtain all security guards' signatures on shift and ensuring all hours worked are properly accounted for and ensure signatures are legible according to appropriate invoicing procedures.

STATEMENT OF WORK

Security Services – North and Central Regions

- 6.5.7.3 Submit sign-in sheets electronically to the appropriate personnel at corporate headquarters; maintain originals for proper invoicing procedures.

7.0 CONTRACTOR EMPLOYEE TRAINING PROGRAM

- 7.1 Contractor shall provide to County, prior to the Agreement start date, a Training Program, and refresher courses according to BSIS, Division 3, Section 7580 of the Business and Professions Code (B&P) for all personnel, with names of employees, dates and a complete list of 1) Training Completed; and, 2) Training Schedule of future training needs.
- 7.2 Contractor shall provide training to its entire personnel providing services to County under this Agreement, whereby County can be assured that personnel are capable of assuming the responsibilities of their assignments.
- 7.3 Training shall focus on and relate directly to duties in the Statement of Work.
- 7.4 Contractor shall present to County, prior to the Agreement start date, a detailed plan of how training for supervisors and security guards shall be accomplished. This training program must meet the standards requirements prescribed by section 7581, 7583.6, and 7583.7 of the Business and Professions Code.
- 7.5 Contractor shall ensure that all firearms training complies with California Firearms Training Standards prescribed by the California Department of Consumer Affairs, Section 7583.5 of the Business and Professions Code prior to be assigned to armed posts.

7.6 New Personnel

Contractor shall conduct background check on new personnel prior to placement; provide all training to new personnel; and issue all related equipment, supplies, and uniforms as specified throughout Appendix A, Statement of Work.

- 7.7 Pursuant to California's Business and Professions Code Section 7583.6 (b), Contractor's Employee Training Plan shall include:**
[\(http://law.onecle.com/california/business/](http://law.onecle.com/california/business/)^(OBJ))

- 7.7.1 Orientation/Duties and Function of Contractor Security Guards (2 hours Preliminary Training):
- 7.7.2 Training titled, "What is Security?"

STATEMENT OF WORK
Security Services – North and Central Regions

- 7.7.3 Public Relations – Shall include intensive training in the area of courtesy, professionalism, and working well with culturally diverse populations, thereby ensuring that each security guard's demeanor and attitude is: a) civil; b) well-mannered; c) gracious; and d) polished when responding to County employees and the public.
- 7.7.4 Sexual Harassment Training – Per Government Code 12950.1 (AB 1825) Two (2) hours of classroom training regarding sexual harassment for all supervisory employees.
- 7.7.5 Maintenance and safe-guarding of uniform and equipment.
- 7.7.6 Neat appearance.
- 7.7.7 Role of Security guard (Security guards shall respond and handle situation not merely observe and report).
- 7.7.8 Note taking/Reporting.
- 7.7.9 First Aid / CPR

7.8 Legal Powers and Limitations

- 7.8.1 Prevention versus apprehension
- 7.8.2 Use of force
- 7.8.3 Search and seizure
- 7.8.4 Limitations on security guard power to arrest (Arrest powers)
- 7.8.5 Responsibilities and ethics in citizen arrest
- 7.8.6 Restrictions on searches and seizures
- 7.8.7 Criminal and civil liabilities
- 7.8.8 Personal Liability

7.9 Prevention/Protection

- 7.9.1 Patrolling
- 7.9.2 Checking for hazards
- 7.9.3 Access control
- 7.9.4 Interviewing techniques
- 7.9.5 County rules/regulations
- 7.9.6 Inspections
- 7.9.7 Safety

7.10 Enforcement

- 7.10.1 Techniques of searching
- 7.10.2 Handling juveniles
- 7.10.3 Handling mentally disturbed persons
- 7.10.4 Parking/traffic control
- 7.10.5 Observation/Description
- 7.10.6 Preservation of evidence
- 7.10.7 Criminal/Civil law
- 7.10.8 Crimes in progress

STATEMENT OF WORK
Security Services – North and Central Regions

- 7.10.9 Unruly persons
- 7.10.10 Defensive tactics
- 7.10.11 Procedures for bomb threats
- 7.10.12 Procedures during fires, explosion, floods, demonstrations

7.11 Special Problems

- 7.11.1 Vandalism
- 7.11.2 Escort
- 7.11.3 Arson
- 7.11.4 Burglary
- 7.11.5 Robbery
- 7.11.6 Theft
- 7.11.7 Loitering
- 7.11.8 Drugs/Alcohol
- 7.11.9 Sabotage
- 7.11.10 Espionage
- 7.11.11 Terrorism

7.12 General Emergency Services

- 7.12.1 Communications
- 7.13.2 Crowd Control
- 7.13.3 Fire control systems/Fire prevention
- 7.13.4 Safe security guarding County property
- 7.13.5 Law enforcement/Private security relationships
- 7.13.6 Responding to alarms

7.13 Contractor Training Reports

- 7.13.1 Contractor is responsible for ensuring that all courses of Contractor's security guards and supervisors successfully pass each Training Block with a minimum score of seventy-five percent (75%) to be eligible to work (be assigned to a County Facility). Contractor shall provide a Training Report of Training Block, prior to contract start.
- 7.13.2 County has the right to audit Contractor's training classes at County's discretion. Contractor shall make available all training records upon request.
- 7.13.3 Contractor shall provide a Quarterly in-service intensive training to all assigned security personnel in the area of Public Relations, Section 7.7.3 of the Statement of Work. Such training shall ensure that the Contractor's provision of security services are representative of promoting a positive reputation of the County of Los Angeles, in County's relationship with the public it serves.

STATEMENT OF WORK
Security Services – North and Central Regions

7.13.4 Contractor shall be monetarily assessed for any security personnel who exhibits any rude behavior/demeanor or uses any offensive language while assigned to a post at any County facility.

7.14 Employment / Training File

7.14.1 Contractor shall be responsible for maintaining the Employment/Training File for each employee assigned to a County facility. The training file shall serve as a source to maintain all copies of required certifications, training records and training completion dates, and a biography of each employee. All files must include the following items:

7.14.2 Background Investigation Clearance Form with current Polaroid photo

7.14.3 Copy of Consumer Credit Report

7.14.4 Copy of high school diploma or GED

7.14.5 Copy of current State of California Security Guard Registration Card

7.14.6 Copy of current State of California Firearms Qualification Card (armed security guards and Security Guard Supervisors only)

7.14.7 Copy of current California Firearm Permit (armed Security Guards and Security Guard Supervisors only)

7.14.8 Pepper Spray Permit. Include copy of permit to carry ten percent (10%) solution of oleoresin capsicum (pepper spray).

7.14.9 Copy of P.O.S.T. Certification in Baton Training

7.14.10 Copy of current CPR/First Aid Certificate

7.14.11 Copy of Valid California class "C" Drivers License

7.14.12 Copy of Radio Communication Certification

7.14.13 Copy of Social Security Card

7.14.14 Copy of Medical Drug Test Record (pass/fail)

STATEMENT OF WORK
Security Services – North and Central Regions

7.14.15 Employment History

Employment history shall include a list of candidates' present or last job first, then all jobs held and any periods of unemployment for the previous ten (10) years, including all security services experience.

7.15.16 Military Services

All military experience (regular or reserve) must be documented. Include a copy of candidate's Selective Service Card and/or military discharge papers DD214. If candidate does not possess a Selective Service Card or military discharge papers, explain why information is not available.

7.15 Contractor's Monitor System for Training File

7.15.1 Contractor shall monitor employee's expiration dates for all required certifications and required training and ensure all training and required certifications are kept current.

7.15.2 Contractor shall be assessed a Monetary Assessment by the County as shown on the Performance Requirement Summary for failure to comply with any segment of this Section 7.0

8.0 CONTRACTOR'S ANNUAL PHYSICAL EXAMS AND REQUIREMENTS

8.1 Contractor's supervisors and security guards must be in good general health without physical limitations or abnormalities, which would interfere with the performance of required duties.

8.2 All employees to be hired by Contractor for assignment to County facilities under this Agreement must undergo a physical examination at Contractor's own expense before commencing services and annually thereafter.

8.3 Medical records shall be available for review upon the request of the County's Contract Manager.

9.0 CONTRACTOR'S REQUIREMENTS FOR OBSERVANCE OF REGULATIONS

The Contractor and Contractor's personnel are required to follow all Federal, State and local laws that apply to providing security services under this Agreement, and all laws affecting arrest as set forth in Sections 834 and 837 of the California Penal Code. Additional laws include, but are not limited to, the licensing of personnel. Further, Contractor shall ensure that all designated armed security guards are

STATEMENT OF WORK
Security Services – North and Central Regions

properly qualified to possess a firearm pursuant to the California Business and Professions Code Section 7596 – 7596.13.

10.0 SHERIFFS DEPARTMENT REGULATIONS REGARDING WEAPON SAFETY

10.1 The Contractor shall observe the following safeguards regarding the use of firearms and batons at any and all County work sites and/or facilities.

10.1.1 At no time will weapons, i.e., firearms and batons, including Sam/Sally Browne belt and ammunition be stored at County facilities where security services are being provided.

10.1.2 At no time are the Sam/Sally Browne belt, firearm, baton or ammunition to be removed from the person of the security guard or left unattended at any County site unless under extreme emergency or in a life threatening situation.

10.1.3 Firearms and batons are not to be utilized as a measure of threat or intimidation, but in a life threatening or emergency situation only.

10.1.4 Firearms are not to be removed and cleaned at any County facility at any time.

10.1.5 Unauthorized weapons, holsters, and ammunition are specifically prohibited at all County facilities.

10.1.6 In the event of an incident involving serious misuse of authority or violation of firearm regulations by Security Guard or any Contractor employees, Contract Monitor may proceed with and conduct an administrative investigation. Contractor shall fully cooperate with County in such situation, including, but not limited to, submitting documentation requested by Contract Monitor, and allowing Contractor employees to be interviewed at a location designated by Contract Monitor

10.1.7 Contractor shall maintain all firearms, ammunition, and accessories in good working condition..

10.1.8 Armed Security Guards and Security Guard Supervisors shall adhere to regulations regarding proper use of firearms as set forth in California Penal Code Sections 830.1 through 854.

10.1.9 Loss, theft or misuse of any equipment must be reported immediately to the County's Contract Manager.

STATEMENT OF WORK

Security Services – North and Central Regions

10.1.10 Accidental discharge of a firearm by the contract security guard will require immediate removal of the security guard and a monetary assessment.

10.1.11 Contractor shall, upon award of contract, provide the County's Contract Manager with a copy of company's CAL/OSHA Industrial Injury Prevention Program (IIPP).

11.0 COUNTY FORMS TO BE USED BY CONTRACTOR

11.1 The following is a list of forms or logs that are applicable to the requirements for implementation of the Statement of Work and will be provided to the Contractor by County's Contract Manager upon award of Contract:

- 11.1.1 County Equipment Damage and Loss Liability Form
- 11.1.2 Statement of Loss of County Security Equipment
- 11.1.3 Incident Report
- 11.1.4 Daily Sign In/Out Log
- 11.1.5 Living Wage Compliance Forms

11.2 Contractor shall provide all Contractor forms, sample of invoices, time sheets or any contract related form to County for review and approval, prior to start of contract.

11.3 Contractor may substitute its company's forms for County's forms; however, County's Contract Manager shall approve the substitute forms prior to use.

11.4 Contractor shall provide weekly/Bi-weekly/ or Monthly reports automatically to the County's Contract Manager to include any incidents, verifying patrols, verifying supervisor visits, and any other reports needed to ensure the requirements of the Contract are met.

11.5 Contractor must provide a daily written log indicating time in/time out and a schedule of times of the area patrols that would be available to the County's Contract Manager at the Facility.

11.6 Certification/Reports

11.6.1 Payroll Report

The Contractor shall complete a Payroll Certification Report which shall be made available to the Director or his Designee concurrent with the monthly invoicing. The Contractor may use Public Works Payroll Reporting and Certification Form that can be found at: <https://www.dir.ca.gov/dlse/Forms/PW/DLSEFormA-1-131.pdf>, or provide the required information in a form acceptable to the Director

STATEMENT OF WORK

Security Services – North and Central Regions

or his Designee. The monthly payment will not be made until such report is received and found acceptable by the Director or his Designee

11.6.2 Certified Monitoring Reports for Living Wage Program

The Contractor shall submit to the County, certified monitoring reports at a frequency instructed by the County. The certified monitoring reports shall list all of the Contractor's Employees during the reporting period. The certified monitoring reports shall also verify the number of hours worked, the hourly wage rate paid, and the amount paid by the Contractor for health benefits, if any, for each of its Employees. The certified monitoring reports shall also state the name and identification number of the Contractor's current health care benefits plan, and the Contractor's portion of the premiums paid as well as the portion paid by each Employee. All certified monitoring reports shall be submitted on forms provided by the County which contains the above information. The County reserves the right to request any additional information it may deem necessary. If the County requests additional information, the Contractor shall promptly provide such information. The Contractor, through one of its officers, shall certify under penalty of perjury that the information contained in each certified monitoring report is true and accurate.

11.6.3 Staffing Plan by Location

12.0 CONTRACTOR'S QUALITY CONTROL PLAN

- 12.1 Contractor shall ensure the requirements of the Contract are met. The Contractor's Quality Control Plan is separate from the Performance Requirement Summary or any other inspection programs in the Agreement.
- 12.2 Contractor's supervisor or Quality Control personnel, not the security guards actually performing the security services, shall conduct this program. A copy of the Contractor's Quality Control Plan must be provided to County's Contract Manager prior to the start of the Agreement.
- 12.3 Contractor shall provide to County all changes to Contractor's Quality Control Plan as changes occur.
- 12.4 The Quality Control Plan shall include, but not be limited to, the following:
 - 12.4.1 Monitoring system covering all tasks and services listed in the Statement of Work and the Agreement which specifies a method for identifying and preventing deficiencies in the quality of services, performed before the level of performance becomes unacceptable.

STATEMENT OF WORK
Security Services – North and Central Regions

- 12.4.2 A Monitoring system covering all employee certifications and training files listed in the Statement of Work and Performance Requirements Summary.
- 12.4.3 A file of all inspections conducted by contractor and, if necessary, the corrective action taken. This documentation shall be made available as requested by the County during the term of this Contract.
- 12.4.4 The methods for continuing assured service to the County in the event of a strike of Contractor's employees.

13.0 COUNTY'S CONTRACT MANAGER

- 13.1 County's Contract Manager is the only person authorized by Parks and Recreation to request work of the contractor. The County's Contract Manager will be supported by an on-site County's Assistant Contract Manager at each field facility. From time to time, Parks and Recreation may change County's Contract Manager and/or County's Assistant Contract Manager. The Contractor will be notified in writing when there is a change in the County's Contract Manager and/or County's Assistant Contract Manager.
- 13.2 County's Contract Manager will perform the following duties:
 - 13.2.1 Review Living Wage Program requirements, monthly reports and medical coverage certifications, if applicable, to ensure compliance.
 - 13.2.2 Perform monthly inspections covering all assigned tasks, review results of action taken as a result of contract discrepancy report, and perform on-site inspections and other necessary functions.
 - 13.2.3 Monitor condition of security guard equipment and, if found defective or inadequate, shall prepare a Contract Discrepancy Report.
 - 13.2.4 Evaluate Contractor's performance under the Agreement, using the Statement of Work, Performance Requirements Summary and/or such procedures as may be necessary to ascertain Contractor's compliance with the Agreement
 - 13.2.5 County's Contract Manager reserves the right to schedule meetings, if Contractor's performance does not meet an acceptable quality level. An acceptable quality level will be determined by, but not be limited to, the Contractor adhering to the Agreement requirements and the Statement of Work.
 - 13.2.6 County's Contract Manager will provide a list of the County holidays at the start of the Contract and then annually.

14.0 ASSESSMENTS FOR NON-PERFORMANCE

- 14.1 County will closely monitor all aspects of the Agreement and Contractor's performance and when necessary make assessment for Non-Performance

STATEMENT OF WORK

Security Services – North and Central Regions

as a means to remedy or correct the problem as County perceives appropriate.

- 14.2 County will use a Contract Discrepancy Report Form, which is the method used to make assessments for each incident of Contractor's Non-Performance with the Contract requirements in the Statement of Work and Performance Requirements Summary.
- 14.3 The Director or designee will determine whether a formal Contract Discrepancy Report must be issued and/or shall have the discretion to impose a monetary assessment against Contractor for formal Contract Discrepancy Reports issued to Contractor when non-compliance or poor performance is identified.
- 14.4 Upon receipt of Contract Discrepancy Report, Contractor shall resolve the problem immediately when possible, but resolution of the problem shall not exceed two (2) business days unless otherwise specified in the Contract Discrepancy Report.
- 14.5 Contractor shall present a written program or solution for immediate correction of all failures of performance identified in the Contract Discrepancy Report that meets County's Contract Manager's expectations and all requirements set forth in the Agreement.
- 14.6 The Director or designee may waive monetary assessments should he/she determine that an assessment is unjustified.
- 14.7 Monetary assessments that are imposed on Contractor for documented contract discrepancies shall double the initial amount in the event the same contract discrepancy occurs a second or subsequent time within forty-five (45) days of the previous discrepancy.
- 14.8 County's Contract Manager will determine any monetary assessment to be imposed upon Contractor based upon, but not limited to, factors such as:
 - 14.8.1 Seriousness of contract deficiency.
 - 14.8.2 Number of occurrences for the same problem.
 - 14.8.3 Type of problems or deficiencies previously recorded.
 - 14.8.4 Monetary damage to County caused by Contractor's failure to perform in the specific incident being reported.

15.0 COUNTY FURNISHED ITEMS

- 15.1 County will furnish space, telephone and the use of other necessary equipment to perform various security guard related tasks.

STATEMENT OF WORK
Security Services – North and Central Regions

- 15.2 Facility – In the event Contractor's staff damages a County facility by reason of abuse or carelessness, as determined by County, Contractor shall repair any and all damages to facility to the satisfaction of County. In the event Contractor does not repair damages to the facility, County will do so and charge Contractor for all expenses.
- 15.4 In the event that the Contractor may be assigned keys to the various facilities:
- 15.4.1 Contractor shall be responsible for the series of keys assigned to them.
 - 15.4.2 The Contractor will be held responsible for the proper use and safe keeping of all keys issued by the County to the Contractor.
 - 15.4.3 Contractor shall report all lost or stolen keys to the Director within twenty-four (24) hours of discovery of the loss. Contractor shall reimburse the County for the cost as determined by the Director, of rekeying the facility or duplicating additional keys.
 - 15.4.4 Upon termination, cancellation, or expiration of this Agreement all keys received by the Contractor shall be returned to the Director.
 - 15.4.5 California law stipulates that it is unlawful for a person to duplicate any key without the permission by the owner. The penalty for violation of this law is either six (6) months imprisonment or a Five Hundred Dollar (\$500) fine or both.

16.0 COUNTY'S RESPONSIBILITIES

- 16.1 The County will administer this Statement of Work according to the Agreement. Specific duties performed by the County will include:
- 16.1.1 Monitoring the Contractor's performance in the daily operation of this Agreement.
 - 16.1.2 Providing direction to the Contractor in areas relating to policy, information, procedural requirements, weapon safety and training requirements.
 - 16.1.3 Preparing Change Notices and Amendments in accordance with the Agreement.
- 16.2 County may direct Contractor to replace any employee, when found necessary or in the best interest of the County. Contractor shall remove the employee from his/her post or assignment. Contractor shall not reassign this employee to any County facility listed in the Agreement without authorization from the County's Contract Manager or appointed designee. No written or verbal explanation for removal shall be required or supplied

STATEMENT OF WORK
Security Services – North and Central Regions

by County. Contractor shall schedule replacement of that employee within two (2) hours of notification.

17.0 MINIMUM STAFFING PLAN

- 17.1 Refer to **Appendix D, Required Forms - Exhibit 19**, Proposer's Staffing Plan.

18.0 PERFORMANCE REQUIREMENTS SUMMARY

- 18.1 The Performance Requirements Summary (PRS) chart, **Appendix B**, Technical Exhibits B-2 is a listing of required services that will be monitored by the County during the term of this Contract. This Exhibit is an important monitoring tool for the County. The chart should:
- 18.1.1 Reference section of the Agreement and/or Appendix A, Statement of Work.
 - 18.1.2 List the required services.
 - 18.1.3 Indicate method of monitoring.
 - 18.1.4 Indicate the deductions/fees to be assessed for each service that is not satisfactory.
- 18.2 All listings of services used in the PRS chart are intended to be completely consistent with the Agreement and the SOW, and are not meant in any case to create, extend, revise, or expand any obligation of Contractor beyond that defined in the Agreement and the SOW. In any case of apparent inconsistency between services as stated in the Agreement, the SOW, and the PRS, the meaning apparent in the Agreement and the SOW will prevail. If any service seems to be created in the PRS which is not clearly and forthrightly set forth in the Agreement and the SOW, that apparent service will be null and void and place no requirement on Contractor.
- 18.3 When the Contractor's performance does not conform to the requirements of this Agreement, the County will have the option to apply any or all of the following non-performance remedies:
- 18.3.1 Require Contractor to implement a formal Corrective Action Plan, subject to approval by the County. In the plan, the Contractor must include reasons for the unacceptable performance, specific steps to return performance to an acceptable level, and monitoring methods to prevent recurrence.
 - 18.3.2 Reduce payment to Contractor by a computed amount based on the Monetary Assessment(s) in the PRS.
 - 18.3.3 Reduce, suspend or cancel this Agreement for systematic, deliberate misrepresentations or unacceptable levels of performance.

STATEMENT OF WORK
Security Services – North and Central Regions

- 18.4 Failure of the Contractor to comply with or satisfy the request(s) for improvement of performance or to perform the neglected work specified within ten (10) calendar days shall constitute authorization for the County to have the service(s) performed by others. The entire cost of such work performed by others as a consequence of the Contractor's failure to perform said service(s), as determined by the County, shall be credited to the County on the Contractor's future invoice.
- 18.5 This section does not preclude the County's right to terminate the Agreement upon ten (10) days written notice with or without cause shall be considered "Termination for Default" of the Contractor.

STATEMENT OF WORK EXHIBITS

TABLE OF CONTENTS

EXHIBIT

- C-1 LOCATION / ADDRESS / SHIFT SCHEDULE/ MINIMUM ANNUAL HOURS
- C-2 PERFORMANCE REQUIREMENTS SUMMARY (PRS)
- C-3 CONTRACT DISCREPENCY REPORT (CDR)
- C-4 CENTRAL REGION FACILITIES MAPS
- C-5 SECURITY GUARD CHECKPOINTS MAPS

NORTH REGION

FACILITY	ADDRESS	TYPE	GUARDS PER SHIFT	WEEKLY SCHEDULE	TOTAL ANNUAL HOURS
William S. Hart Regional Park and Museum	2415 North San Fernando Rd. Newhall, CA 91321	Armed	1	5 days per week Wednesday – Sunday 9:30am -5:30pm, (8 Hours per day) Park is closed on Christmas Day	2,080
Placerita Canyon Park	19152 Placerita Canyon Rd Newhall, CA 91321	Unarmed Vehicle	1	7 days per week Monday - Sunday Open gate at Sunrise & Close gate Sunset	Monthly Rate

PERFORMANCE REQUIREMENTS SUMMARY (PRS)

TASKS FOR ARMED AND UNARMED SECURITY GUARDS AT VARIOUS COUNTY FACILITIES

SPECIFIC PERFORMANCE REFERENCE	SERVICE	MONITORING METHOD	LIQUIDATED DAMAGES
Contract: Subsection 8.28 - Nondiscrimination and Affirmative Action	The parties agree that in the event the Contractor violates any of the anti-discrimination provisions of the Contract, County shall, at its sole option, be entitled to the sum of five hundred dollars (\$500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.	Inspection & Observation	\$500 for each violation
SOW: Subsection 2.2.1	Contractor shall maintain back-up staff to replace security guards who are absent for any reason.	Inspection & Observation	\$100 for each occurrence
SOW: Subsection 2.2.2	Security guards shall report absences to Contractor and County Contract Manager the day before planned absence or within 1 hour or reporting time.	Inspection & Observation	\$100 for each occurrence
SOW: Subsection 2.2.3	Contractor shall provide backup within 2 hours or less of absent guard reporting time.	Inspection & Observation	\$200 for each occurrence
SOW: Subsection 4.4	Contractor shall comply with Open Post provision.	Inspection & Observation	\$100 per day
SOW: Subsection 5.11.2	Contractor shall provide device to all Contractor Personnel for the purpose of maintaining communication with base station.	Inspection & Observation	\$100 for each occurrence

SPECIFIC PERFORMANCE REFERENCE	SERVICE	MONITORING METHOD	LIQUIDATED DAMAGES
SOW: Subsection 5.2	Contractor shall provide uniforms/ Identification Badges as specified.	Inspection & Observation	\$100 for each occurrence
SOW: Subsection 5.6	Contractor shall provide equipment as specified.	Inspection & Observation	\$100 for each occurrence
SOW: Subsection 5.7	Contractor shall provide the necessary firearms as specified.	Inspection & Observation	\$100 for each occurrence
SOW: Subsection 5.7.9, 5.7.10, and 5.7.11	Contractor shall ensure that armed guards qualify/re-qualify twice annual and Qualifications slips are available to Parks and Recreation.	Inspection & Observation	\$100 for each occurrence
SOW: Subsection 5.8	Contractor shall maintain Weapons List and make available to Parks and Recreation.	Inspection & Observation	\$100 for each occurrence
SOW: Subsection 6.0	Contractor shall ensure all guard tasks are performed and monitored and included in post orders.	Inspection & Observation	\$100 for each occurrence
SOW: Subsection 6.1.1	Security Guards equipped with Monitoring devise must scan at each check point.	Inspection & Observation	\$100 for each occurrence
SOW: Subsection 6.1.24	Security guards shall not be allowed to sit in their personal vehicles during their assigned shift unless prior approval has been given by the Contract Manager	Inspection & Observation	\$100 for each occurrence
SOW: Subsection 6.1.25	Security Guards shall not read, or use personal radios, compact disc players, tape players, cell phones, televisions, any handheld computer devices, etc., at their assigned posts at anytime.	Inspection & Observation	\$100 per occurrence per employee

SPECIFIC PERFORMANCE REFERENCE	SERVICE	MONITORING METHOD	LIQUIDATED DAMAGES
SOW: Subsection 7.0	Contractor shall provide prior to contract start, Training Plan & Training updates.	Inspection & Observation	\$100 for each occurrence
SOW: Subsection 7.5	Contractor shall comply with California's Firearm Training Standards.	Inspection & Observation	\$200 for each occurrence
SOW: Subsection 7.6	Contractor shall ensure New Personnel meet all requirements as specified, prior to placement.	Inspection & Observation	\$100 for each occurrence
SOW: Subsection 7.13.4	Contractor shall ensure employees are not rude or use offensive language.	Inspection, Complaints, & Observation	\$150 for each occurrence
SOW: Subsection 7.14	Contractor shall ensure Training Files are current and in compliance with requirements.	Inspection & Observation	\$100 for each occurrence
SOW: Subsection 7.15	Contractor shall monitor all certifications and training requirements.	Inspection & Observation	\$100 for each occurrence
SOW: Subsection 10.1.10	Contractor shall <u>immediately</u> remove any guard who accidentally discharges firearm.	Inspection, Complaints, & Observation	\$2,000 for each occurrence
SOW: Subsection 14.2	Contractor must respond to written discrepancy report prepared by County and if needed, submit plan to correct deficiency within the time specified.	Observation and Inspection	\$50 per day after time specified

SPECIFIC PERFORMANCE REFERENCE	SERVICE	MONITORING METHOD	LIQUIDATED DAMAGES
SOW: Subsection 15.4.3	Contractor shall report loss/stolen County keys within 24 hours.	Inspection & Observation	\$100 for each occurrence

CONTRACT DISCREPANCY REPORT (CDR)

TO:
FROM:
DATES:

Prepared: _____
Returned by Contractor: _____
Action Completed: _____

DISCREPANCY PROBLEMS:

Signature of County Representative Date

CONTRACTOR RESPONSE (Cause and Corrective Action):

Signature of Contractor Representative Date

COUNTY EVALUATION OF CONTRACTOR RESPONSE:

Signature of County Representative Date

COUNTY ACTIONS:

CONTRACTOR NOTIFIED OF ACTION:

County Representative's Signature and Date

Contractor Representative's Signature and Date

NORTH REGIONAL FACILITIES MAPS

William S Hart Reg Park, 24151 N Newhall Ave, Newhall, CA 91321



11/4/2021, 10:01:34 AM

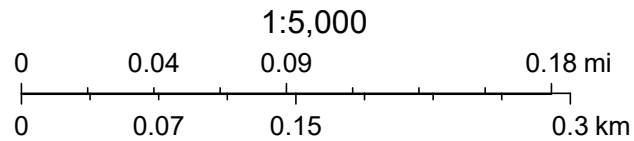
DPR Parks (Points)

 Regional

 DPR Park Buildings

DPR Park Facilities (Outline)

 County Park



Security Guard Checkpoint Maps

William S. Hart Regional Park and Museum will coordinate with the Contractor on where the security guard checkpoints will be located once the new Contract is in place.



REQUIRED FORMS - EXHIBIT 8
PROPOSER'S EEO CERTIFICATION

Securitas Security Services USA, Inc.

Company Name

1055 Wilshire Blvd., Suite 1600, Los Angeles, CA 90017

Address

71-0912217

Internal Revenue Service Employer Identification Number

GENERAL

In accordance with provisions of the County Code of the County of Los Angeles, the Proposer 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.

CERTIFICATION	YES	NO
1. Proposer has written policy statement prohibiting discrimination in all phases of employment.	(X)	()
2. Proposer periodically conducts a self-analysis or utilization analysis of its work force.	(X)	()
3. Proposer has a system for determining if its employment practices are discriminatory against protected groups.	(X)	()
4. When problem areas are identified in employment practices, Proposer has a system for taking reasonable corrective action to include establishment of goal and/or timetables.	(X)	()


 Signature

3/18/2022
 Date

Silvia Portillo, Area Vice President

Name and Title of Signer (please print)

E-Mail Address: tloaiza@parks.lacounty.gov

COUNTY'S ADMINISTRATION

CONTRACT NO. _____

Facility: Placerita Canyon Park, Regional Park**COUNTY PROJECT MANAGER:**

Name: Russell Kimura

Title: Regional Park Superintendent I

Address: 19152 Placerita Canyon Road
Newhall, CA. 91321

Telephone: (661) 259-7721 Facsimile: None

E-Mail Address: rkimura@parks.lacounty.gov

COUNTY CONTRACT PROJECT MONITOR:

Name: Monica Chocooj

Title: Recreation Service Leader

Address: 19152 Placerita Canyon Road
Newhall, CA. 91321

Telephone: (661) 259-7721 Facsimile: None

E-Mail Address: mchocooj@parks.lacounty.gov

CONTRACTOR'S ADMINISTRATION

CONTRACTOR'S NAME: SECURITAS Security Services, USA

CONTRACT NO: _____

CONTRACTOR'S PROJECT MANAGER: Hector RomeroName: Hector RomeroTitle: DISTRICT MANAGERAddress: 1055 Wilshire Blvd. SUITE 1600
LOS Angeles CA 90017Telephone: 213. 276. 5864

Facsimile: _____

E-Mail Address: Hector.romero@securitasinc.com

CONTRACTOR'S AUTHORIZED OFFICIAL(S)

Name: Silvia PortilloTitle: AREA VICE PresidentAddress: 1055 Wilshire Blvd. SUITE 1600
LOS Angeles, CA 90017Telephone: 213. 249. 7280

Facsimile: _____

E-Mail Address: Silvia.Portillo@securitasinc.comName: Hector RomeroTitle: DISTRICT MANAGERAddress: 1055 Wilshire Blvd. SUITE 1600
LOS Angeles CA 90017Telephone: 213. 276. 5864

Facsimile: _____

E-Mail Address: Hector.romero@securitasinc.com

Notices to Contractor shall be sent to the following:

Name: Silvia PortilloTitle: AREA VICE PresidentAddress: 1055 Wilshire Blvd. SUITE 1600
LOS Angeles CA 90017Telephone: 213. 249. 7280

Facsimile: _____

E-Mail Address: Silvia.Portillo@securitasinc.com

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, HECTOR ROMERO, on behalf of SECURITAS SECURITY, (the
"Contractor"), certify that on County Contract _____ [ENTER
CONTRACT NUMBER AND NAME]:

☒ 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

Date

Title

SECURITAS SECURITY SERVICES
Company/Contractor Name

CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENTCONTRACTOR NAME SECURITAS SECURITY 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: 6/27/2022

PRINTED NAME: _____

POSITION: _____



Proposer's Quality Control Plan(Section D);

7.9.10 To assure consistency in the level of delivered service, Securitas builds the service requirements of Los Angeles County Parks and Recreation Management into its local Client Service Plan and uses performance management and measurement tools to ensure quality control within our service offering.

Quality service delivery is driven primarily at the local office level-close to our clients, but is additionally measured at the national level, ensuring promised delivery. As a service company, we know that quality must be built into our service offering. This means that everything we do must help to deliver the service outcomes that our client's value.

Delivering world-class service relies on three key components:

- Service Commitment – our organizational approach for assuring client satisfaction. “Are we meeting expectations and creating value?”
- Service Level Management – our account management approach for using tools and measures to assess and report the level of service we deliver to each client. “Are we delivering consistent service across the client locations we serve?”
- Performance Management – our operational approach to service level and cost. “Are we gathering data at the local level that allows us to determine the service behaviors and methods that yield the best results for the security services team?”

Service is primarily local because it is assessed at the point of delivery. We have focused on building effective working relationships with our clients - relationships that are based on strong local offices with responsive management and competent technical staff who are committed to service.

To help ensure promised quality, annual quality assurance surveys, a part of our Excellence in Service program are distributed by division level management. It is our goal to make sure that we are maintaining our high level of service standards that was discussed when initially taking the step to have Securitas as your security provider.

Service Commitment

Competing on “service level” is the key element for advancing many service organizations. Within the security profession, Securitas stands alone for putting processes in place that drive behavior and results:

The core values of our organization-Integrity, Vigilance and Helpfulness-are intrinsic motivators that empower our employees to do the right thing for our clients.

Our five service value drivers:

- Responsiveness of Management.
- Individualized Attention to Client Needs.
- Consistent and Reliable Service.



- Security Officer Appearance and Demeanor.
- Trust and Confidence in Security Officers.
- Our core values, service drivers and processes position us to meet client needs through the participation of our people, local market focus, and service level management.

7.9.10.1 Securitas is committed to empowering our clients with the knowledge they need to be secure. Securitas managers will work with you to help customize a security solution by utilizing a combination of technology tools to give your facility a modern security program.

SecuritasConnect (Client Portal)

Through SecuritasConnect, you can have full visibility and control over your security program. SecuritasConnect is your window to view your site's security, at any time of the day or night.

- People: Access schedule visibility, letting you see at a glance the officers who are scheduled to be on duty.
- Procedures: Gain real-time access to post orders, incident tracking, tour information and more.
- Tools: Unlock remote access to the technology utilized at your site.
- Training: Monitor officer training details and progress.
- Feedback: Monitor ongoing performance against Service Plan goals and defined KPIs.

Organization

Organize and centralize post orders, schedules, time logs, all types of incident reports, tours with near field communication (NFC) technology and more. Because all reports are paperless, SecuritasConnect allows you to quickly retrieve information to help you make effective decisions.

Efficiency

Reduce your administrative tasks by eliminating manual procedures. SecuritasConnect provides real-time online accessibility to schedules and reports, as well as providing alert notification via text and email.

Accountability and Performance

Increase officer performance and sense of accountability. The constant monitoring has a direct positive impact on liability and motivation, translating into an increase in professionalism and efficiency.

Key Benefits of SecuritasConnect

- Easily customizable and scalable features
- Real-time data collection, analysis, trends and metrics capabilities allow for continuous performance improvement
- An eco-friendly solution that eliminates the need for paper
- Customized smart-tours with reliable NFC token technology
- Detailed reports and statistics to help mitigate risk through incident and trend analysis



- Alert notifications when tours are late and smart monitoring around the clock
- Officer training details: monitor officers' progress through the curriculum, including training program status
- Information is encrypted and secure

SecuritasVision (Officer Software)

SecuritasVision is a secure and scalable web-based application that helps us bring innovation, accountability and efficiency to your facility. It can be deployed at a single property or across your entire organization.

Incident reports, daily activity reports and maintenance order requests can be immediately directed to appropriate departments. Pass-down information, changes to post orders and daily duties can be tracked easily to document security. Additionally, a security officer can easily take images to include with the Incident Report. With the smartphone, the officer can quickly make emergency phone calls to contact the police or fire department for emergency assistance. SecuritasVision saves time and confirms compliance of your security operations, policies and best practices, as well as improving communication and information sharing.

Smart Tours

Smart tours allows officers to gather information about your facility and record relevant information on items important to you, such as room temperature, unlocked doors, and slip and fall hazards. Officers have instant access to their post orders. In the event they discover an unexpected issue, our officers are able to provide you with any requested data at multiple points across your facility, e.g., burned out light, required doors secured, etc.

The smartphone connects via wireless service to send text messages or email to all interested parties when an event is recorded. This means instant communication is provided to supervisors, managers, maintenance or others who need to be informed about a particular event. If more detail is needed, a full report can be viewed on SecuritasConnect.

GPS and Asset Tracking

GPS tracking for officer location, device tracking, GEO-fencing and incident location reporting verifies officer location and tour completion. Using the Asset Tracking feature within the Vision system, your assets such as fire extinguishers are easily tracked and safety compliance is made easier.

Post Orders

Paper post orders are often difficult to update and manage. A dynamic security environment requires procedure updates and changes that are clear and immediate. By deploying SecuritasVision, updates to post orders are fast and easy. Most importantly, the post orders are readily available on the tablet.

Daily Activity Reports

Often times Daily or Shift Activity Reports go unnoticed. Since officers can document their daily and shift activities electronically, scheduled task/tour completion and



incident reports are automatically entered as a line item when there is an active DAR. By using SecuritasVision, we can automatically gather important information from the DAR/SAR.

Key Benefits of SecuritasVision

- Incident and exception alerts via mobile text messages and/or email
- A metric building engine that allows you and your district manager to analyze trends and develop proactive procedures based on real data
- Electronic incident and daily activity reporting in real-time
- Customized smart-tours
- Multi-site deployment
- Consistent performance of security officers using uniform procedures
- An efficient, user-friendly interface
- Step-by-step guidance resulting in fewer mistakes, therefore reducing liability
- GPS – officer location, device tracking, geo-fencing and incident location reporting
- Encrypted and secure information
- 24/7 client access to reports, images, Key Performance Indicators (KPIs) and critical information via SecuritasConnect
- Asset Tracking – for inventory and safety compliance

SecuritasVision will provide your organization with cutting-edge technology and industry leading 24/7 support to enhance your existing security program. With its dynamic and immediate reporting, you can always stay up to date with the security of your operations.

7.9.10.2 We have identified five security performance categories that are addressed in developing a specialized service solution for each client – People, Procedures, Tools, Training, and Feedback. The following sections of this proposal describe each part of this solution in detail.

The client-centered model below depicts how Securitas achieves specialized service solutions while using one common set of security service delivery management and measurement tools.

The Client Service Plan Goals and associated Key Performance Indicators (KPIs) are the tools we use to assess the level of delivered service. We will regularly review service results and delivery methods with Los Angeles County Parks and Recreation Management to assess how well the service solution meets your unique requirements.

The Client Service Plan Goals and KPIs that we jointly establish for each category guide our security service teams. They are the tools we use to assess the level of delivered service.

When developing the specialized solution for Los Angeles County Parks and Recreation Management, we will identify the service team behaviors and desired results for each of the five security performance categories that will result in specialized service. For Los Angeles County Parks and Recreation Management, we will demonstrate our commitment to Service Excellence by preparing our service



teams to be successful in meeting your specific physical security needs by establishing:

- Clear performance expectations
- Client-specific job descriptions
- Clear procedures and job aids
- Tools to equip and enhance the performance of our officers
- Job-specific training and practice
- Regular performance feedback

This approach to managing performance utilizes our standard Service Excellence methods and tools for gathering data and assessing performance. The Securitas Service Excellence program is our national service platform that provides the framework for delivering world-class service. It tangibly demonstrates our commitment to service, service level management and performance management.

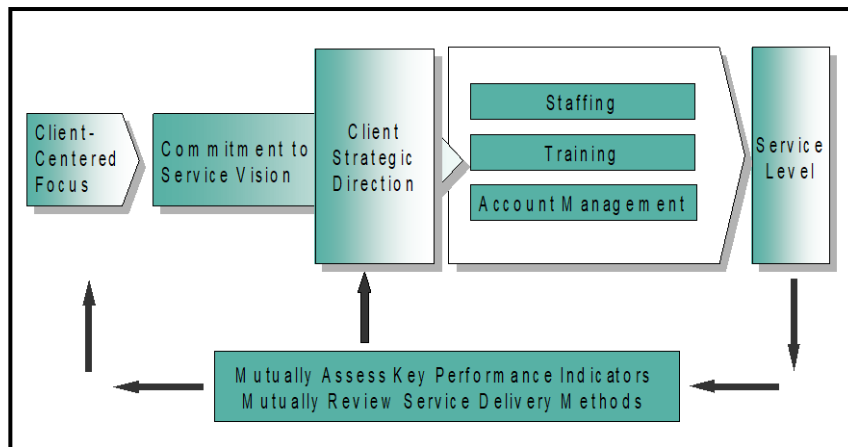
7.9.10.3 The below can then be used to measure and monitor the delivery of security services. The operating definition for each KPI can be mutually refined with the Los Angeles County Parks and Recreation's input prior to implementation.

- Quality of Officers- Assigned personnel meet screening, hiring eligibility, and training requirements.
- Retention of Officers- Securitas USA, in agreement with the Los Angeles County Parks and Recreation, will set an annual goal that turnover will not exceed for each location.
- Uniforms/Appearance- Evidence of professional appearance, which includes clean, neatly pressed, properly worn uniforms, appropriate grooming standards, and possession of appropriate post equipment.
- Trust and Confidence in Security Officers- Officers possess the professionalism and skills appropriate to perform their duties. Officers who cannot consistently meet standards of performance are removed and replaced in a manner that minimizes disruption to service.
- Response to Special Services Needs (as applicable)- Adequate response by the security services contractor to requests for special service.
- Pre-Assignment Training- New officers report for duty with the ability to perform security-related duties and a general knowledge of such duties.
- On-the-Job (OJT) Training- Officers receive adequate on-the-job training to meet or exceed job requirements.
- Adequacy of Officer Reports. Timeliness of submission. Accuracy of information with clear, concise description of events for each reported incident.
- Response to Incidents- Securitas will handle incidents according to site requirements and guidelines and notify the Los Angeles County Parks and Recreation management in a timely fashion.
- Industry/Professional Education- Continuing professional education programs are made available by the security contractor for the security staff (including officer advanced certification and supervisor training).
- Adherence to the Los Angeles County Parks and Recreation Management Plan- Security services account management adequately reflects the vision of the Los Angeles County Parks and Recreation.



- Problem Solving Responsiveness- Action plans are developed that address issues and remedy problems in a timely manner.
- Process Improvement- Evidence that local security services team is proactive in identifying opportunities for change in methods and/or procedures to improve service or realize savings.
- Accuracy of Invoicing- Securitas USA internal review of billing rates and schedules results in accurate invoices for each location awarded under this contract.
- Management Responsiveness- On site security supervisor and district manager provide adequate communication with the Los Angeles County Parks and Recreation management representative.

7.9.10.4 The model below depicts how Securitas USA would apply KPIs to manage, measure and monitor the service outcomes the Los Angeles County Parks and Recreation expects:

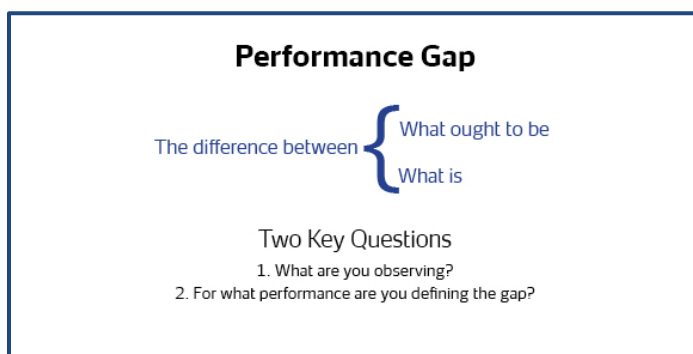




An example of a scorecard that can be jointly developed by Securitas USA and the Los Angeles County Parks and Recreation's management to gather and measure local perception of service performance across all locations served is shown below:

Quarterly Service Performance Scorecard							
Location:	Review Period			From:	To:		
I. Staffing	Always Exceeds	Frequently Exceeds	Sometimes Exceeds	Meets Expectations	Sometimes Meets	Seldom Meets	Never Meets
A. Quality of Officers	7	6	5	4	3	2	1
B. Retention Of Officers	7	6	5	4	3	2	1
C. Uniforms/ Appearance	7	6	5	4	3	2	1
D. Trust and Confidence in Officers	7	6	5	4	3	2	1
E. Response to Special Services Needs	7	6	5	4	3	2	1
Comments/Action Plan:							
II. Training	Always Exceeds	Frequently Exceeds	Sometimes Exceeds	Meets Expectations	Sometimes Meets	Seldom Meets	Never Meets
A. Pre-Assignment Training	7	6	5	4	3	2	1
B. On-The-Job Training	7	6	5	4	3	2	1
C. Adequacy of Office Reports	7	6	5	4	3	2	1
D. Response to Incidents	7	6	5	4	3	2	1
E. Industry/Professional Education	7	6	5	4	3	2	1
Comments/Action Plan:							
III. Account Management	Always Exceeds	Frequently Exceeds	Sometimes Exceeds	Meets Expectations	Sometimes Meets	Seldom Meets	Never Meets
A. Adherence to County of Los Angeles Sheriff's Department Management Plan	7	6	5	4	3	2	1
B. Problem Solving Responsiveness	7	6	5	4	3	2	1
C. Process Improvement	7	6	5	4	3	2	1
D. Accuracy of Invoicing	7	6	5	4	3	2	1
E. Management Responsiveness	7	6	5	4	3	2	1
Comments/Action Plan:							
Management Representative		Securitas USA Security Services Manager				Date	

Key performance indicators offer opportunities to assess cost effectiveness and introduce process improvement initiatives for each category of performance measured. As shown above, this scorecard becomes the mechanism that drives the mutual development of action plans. Local property action plans are used to implement service improvement initiatives as well as resolve service-related issues. Linking the use of KPIs to the continual process improvement is depicted in the graph below:





Here, the emphasis is placed on recognizing that human performance is best judged by observing the behaviors of the performer and the quality of the results obtained (Performance = Behaviors + Results). This allows for the development of categories of performance with specific KPIs that can be used to continually measure service delivery and improve results. The recommended account management tools and frequency of use are listed below:

- Regular monthly local site service review meetings using the Securitas USA Service Enhancement Plan.
- Quarterly administration of the service performance scorecard.
- Annual service performance audit at each property location by the Securitas USA district manager and the Los Angeles County Parks and Recreation management representative.
- The primary goals of this audit are to:
 - Monitor compliance with contract requirements.
 - Assess delivered service quality.
 - Conduct a general review of the local site management of service.

Correcting Deficiencies

To assure consistency in the level of delivered service, Securitas USA builds Los Angeles County Parks and Recreation service requirements into its local Client Service Plan and uses performance management and measurement tools to refine and tune the service offering over time.

Within Securitas USA, quality service delivery is driven at the local office team level, close to our clients. We believe that judgment of service quality depends on the perception of each client. As a service company, we know that quality must be built into the service offering. To us, this means that everything we do must help to deliver the service outcomes that our client's value.

Delivering world-class service relies on three key components:

- Service Commitment – our organizational approach for assuring client satisfaction. (“Are we meeting expectations and creating value?”)
- Service Level Management – our account management approach for using tools and measures to assess and report the level of service we deliver to each client. (“Are we delivering consistent service across the client locations we serve?”)
- Performance Management – our operational approach to addressing service level and cost. (“Are we gathering the data at the local level that allows us to determine the service behaviors and methods that yield the best results for the security services team?”)

We believe all service is local because it is assessed at the point of delivery. We have focused on building effective working relationships with our clients - relationships that are based on strong local offices with responsive management and competent technical staff who are committed to service.

7.9.10.5 A site project manager will monitor the officers on a daily basis.



CLIENT SERVICE PLAN

The Client Service Plan is the primary tool used to measure and monitor the local

We regularly track the KPI to assess how we are performing against an agreed upon



mutually determined with client stakeholder management input prior to implementation.


Service Enhancement Plan

To consistently implement and monitor improvement actions, Securitas USA uses Service Enhancement Plans that are mutually developed with the Los Angeles County Parks and Recreation stakeholder management team.

Discussion in the regular service review meeting may sometimes reveal areas for attention and follow up. The local Securitas USA manager leads a discussion with the Los Angeles County Parks and Recreation management representative to mutually develop the Service Enhancement Plan. Progress is then reviewed and discussed in subsequent meetings.

Continuous communication with the local client management representative to share progress against goals, to seek input or advice, and to review results is the primary service quality assurance monitoring activity. Service Enhancement Plans are tracked by local, area and region management teams.

An example of the Service Enhancement Plan is shown below:

 SERVICE ENHANCEMENT PLAN				
<i>Securitas Service Excellence is the standard service delivery method to attain unparalleled World Class Service Delivery</i>				
DATE:	BRANCH MANAGER:			
CLIENT:				
CONTACT NAME:				
30 DAY CLIENT ISSUES/EXPECTATIONS	30 DAY – SECURITAS DELIVERABLES			
ACTION PLAN				
TASK DESCRIPTION	BY WHOM	BY WHEN	STATUS	DATE
1				
2				
3				
4				
5				
6				
7				
<i>Understanding Needs - Setting Goals - Taking Action - Measuring Success</i>				

Service Enhancement Plans are typically developed as a result of the service review process.

This performance-based approach to controlling and reporting on service levels is built upon the premise that “it’s what you do with what you learn” that is most important for developing a strong client partnership for security service delivery. Securitas USA applies these tools to foster frequent, open communication (internally



as well as externally), to maintain a client-focused approach to service delivery management and to advance the service relationship through mutual goal-setting and responsive action.

These tools help to ensure a consistent, common service level management approach across all client locations served. In this way, service quality methods and client-focused leadership are built into the service offering. Requirements and methods for introducing these performance management tools are mutually determined during service initiation. Securitas USA's service teams rely on one common approach to service initiation, service planning, service improvement, and client development in meeting the Los Angeles County Parks and Recreation needs. Securitas USA is committed to service level measurement and communication of progress in managing service performance.

7.9.10.7 A Field Service Supervisor will conduct post visits to ensure our officers are meeting and exceeding our contract obligation.

7.9.10.8 Securitas has adopted a client-centered approach to defining, documenting and implementing standardized service delivery processes, procedures and supporting information. Goals and KPIs have been established to deliver a consistent level of quality results.

Service quality management techniques are built into the service delivery toolsets and business results' tracking reports used throughout Securitas USA. The table below depicts how we apply goals and key performance indicators at a high level to drive organization performance:

	Security Performance	Business Performance
Goals	Deploy Service Excellence	Premier provider, market by market
	Local offices, close to clients	Focus on security
	Client retention	Refine and specialize security services
	Security officer retention	Add value
	Service value drivers	Increase efficiency
Key Performance Indicators	Client-specific indicators	Sales of new contracts
	People	Development of contract portfolio
	Procedures	Total sales growth
	Training	Effective planning
	Technology	Control of expenses
	Feedback	Control of accounts receivable

Securitas USA uses Key Performance Indicators (KPI) to track client service expectations and client requirements. They make the service delivery process effective for all of our clients:

- Client Service Plan Goals target specialization as a security services provider.
- One common set of measures gauges effectiveness and efficiency in business performance.



Service delivery management methods are continually assessed by comparing the daily delivery of service against expectations and by conducting face-to-face client service review meetings. We regularly report Key Performance Indicator results for meeting client service expectations and contract requirements. In this setting, the Securitas USA service delivery manager and the Los Angeles County Parks and Recreation representative mutually discuss the following:

- “What is going well?”
- “What do we need to do differently here?”
- “What are our next steps?”

Examples of topics addressed in these service review meetings can include:

- Service team performance reviews (financial results, KPI, goals and objectives, issues and concerns, lessons learned, security awareness, training, and client interaction).
- Service level assessment (performance against expectations and contract criteria, progress against annual Client Service Plan goals, trending and tracking of individual client KPI across all the Los Angeles County Parks and Recreation locations served).
- Security officer assessment (appearance, client relations, quality of reports, tour compliance, training certifications).
- Service audit and risk assessment survey results.
- Service Enhancement Plans (SEP) and related improvements.
- Sharing of best practices drawn from Securitas USA’s client service experience.

Sharing of best-known methods drawn from all the Los Angeles County Parks and Recreation service locations (a best practice at one client site becomes common practice across all sites served).

IRS NOTICE 1015

Latest version is available from IRS website at
<http://www.irs.gov/pub/irs-pdf/n1015.pdf>



Department of the Treasury
Internal Revenue Service

Notice 1015

(Rev. December 2020)

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

What Is the EIC?

The EIC is a refundable tax credit for certain workers.

Which Employees Must I Notify About the EIC?

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

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

Note: You are encouraged to notify each employee whose wages for 2020 are less than \$56,844 that he or she may be eligible for the EIC.

How and When Must I Notify My Employees?

You must give the employee one of the following.

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

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

must notify the employee within 1 week of the date the substitute Form W-2 is given. If Form W-2 is required but is not given on time, you must give the employee Notice 797 or your written statement by the date Form W-2 is required to be given. If Form W-2 is not required, you must notify the employee by February 8, 2021.

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

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

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

How Do My Employees Claim the EIC?

An eligible employee claims the EIC on his or her 2020 tax return. Even an employee who has no tax withheld from wages and owes no tax may claim the EIC and ask for a refund, but he or she must file a tax return to do so. For example, if an employee has no tax withheld in 2020 and owes no tax but is eligible for a credit of \$800, he or she must file a 2020 tax return to get the \$800 refund.

Notice **1015** (Rev. 12-2020)
 Cat. No. 205991

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)

Safely Surrendered



No shame. No blame. No names.

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

www.babysafela.org



Safely Surrendered Baby Law

What is the Safely Surrendered Baby Law?

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

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

How does it work?

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

What if a parent wants the baby back?

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

Can only a parent bring in the baby?

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

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

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

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

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

What happens to the baby?

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

What happens to the parent or surrendering adult?

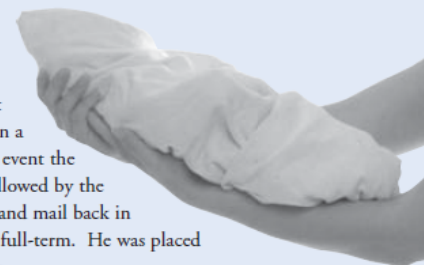
Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

Why is California doing this?

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

A baby's story

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



Ley de Entrega de Bebés *Sin Peligro*



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

Sin pena. Sin culpa. Sin nombres.

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

www.babysafela.org



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

www.babysafela.org

Ley de Entrega de Bebés Sin Peligro

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

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

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

¿Cómo funciona?

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

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

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

¿Sólo los padres podrán llevar al recién nacido?

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

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

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

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

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

¿Qué pasará con el bebé?

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

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

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

¿Por qué se está haciendo esto en California?

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

Historia de un bebé

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



Title 2 ADMINISTRATION
Chapter 2.201 LIVING WAGE PROGRAM

Chapter 2.201 - LIVING WAGE PROGRAM

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

Sections:**2.201.010 - Findings.**

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

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

2.201.020 - Definitions.

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

- A. "County" includes the County of Los Angeles, any County officer or body, any County department head, and any County employee authorized to enter into a Proposition A contract or a cafeteria services contract with an employer.
- B. "Employee" means any individual who is an employee of an employer under the laws of California, and who is providing full- or part-time services to an employer, some or all of which are provided to the County of Los Angeles under a Proposition A contract, or under a cafeteria services contract at a County of Los Angeles owned or leased facility.
- C. "Employer" means:
 - 1. An individual or entity who has a contract with the County:
 - a. For services which is required to be more economical or feasible under Section 44.7 of the Charter of the County of Los Angeles, and is not listed as an excluded contract in Section 2.121.250 B of the Los Angeles County Code, referred to in this Chapter as a "Proposition A contract," or
 - b. For cafeteria services, referred to in this Chapter as a "cafeteria services contract," and

Title 2 ADMINISTRATION
Chapter 2.201 LIVING WAGE PROGRAM

- c. Who has received or will receive an aggregate sum of \$25,000.00 or more in any 12 month period under one or more Proposition A contracts and/or one or more cafeteria services contracts; or
- 2. An individual or entity that enters into a subcontract with an employer, as defined in subsection C1 and who employs employees to provide services under the employer's contract with the County.
- D. "Full time" means a minimum 40 hours worked per week, or a lesser number of hours, if the lesser number is a recognized industry standard and is approved as such by the Chief Executive Officer, but in no event less than 35 hours worked per week.
- E. "Part time" means less than 40 hours worked per week, unless a lesser number is a recognized industry standard and is approved as such by the Chief Executive Officer.
- F. "Proposition A contract" means a contract governed by Title 2, Section 2.121.250 et seq., of this code, entitled Contracting with Private Business.

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

2.201.030 - Prospective effect.

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

(Ord. 99-0048 § 1 (part), 1999.)

2.201.040 - Payment of living wage.

- A. Employers shall pay employees a living wage for their services provided to the County of no less than the hourly rate set under this Chapter or in Title 8—Consumer Protection, Business and Wage Regulations, commencing with Section 8.100.010, whichever is higher. The rate shall be as follows:
 - 1. On March 1, 2016, and thereafter the rate shall be \$13.25 per hour;
 - 2. On January 1, 2017, and thereafter the rate shall be \$14.25 per hour;
 - 3. On January 1, 2018, and thereafter the rate shall be \$15.00 per hour;
 - 4. On January 1, 2019, and thereafter the rate shall be \$ 15.79 per hour;
 - 5. Beginning January 1, 2020, and thereafter the living wage rate shall increase annually based on the average Consumer Price Index for Urban Wage Earners and Clerical Works (CPI-W) for the Los Angeles metropolitan area (Los Angeles-Riverside-Orange County, CA), which is published by the Bureau of Labor Statistics of the United States Department of Labor.
- B. The Board of Supervisors may, from time to time, adjust the amounts specified in subsection A of this Section, above for future contracts. Any adjustments to the living wage rate specified in subsection A that are adopted by the Board of Supervisors shall be applicable to Proposition A contracts and cafeteria services contracts and their amendments.

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

Title 2 ADMINISTRATION
Chapter 2.201 LIVING WAGE PROGRAM

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

2.201.050 - Other provisions.

- A. Full Time Employees. An employer shall assign and use full time employees to provide services under a Proposition A contract or a cafeteria services contract, unless the employer can demonstrate to the County the necessity to use non-full time employees based on staffing efficiency or the County requirements of an individual job.
- B. Neutrality in Labor Relations. An employer shall not use any consideration received under a Proposition A contract or a cafeteria services contract to hinder, or to further, organization of, or collective bargaining activities by or on behalf of an employer's employees, except that this restriction shall not apply to any expenditure made in the course of good faith collective bargaining, or to any expenditure pursuant to obligations incurred under a bona fide collective bargaining agreement, or which would otherwise be permitted under the provisions of the National Labor Relations Act.
- C. Administration. The Chief Executive Officer and the Internal Services Department shall be responsible for the administration of this chapter. The Chief Executive Officer and the Internal Services Department may, with the advice of County Counsel, issue interpretations of the provisions of this chapter. The Chief Executive Officer in conjunction with the Internal Services Department shall issue written instructions on the implementation and ongoing administration of this Chapter. Such instructions may provide for the delegation of functions to other County departments.
- D. Compliance Certification. An employer shall, during the term of a Proposition A contract, or a cafeteria services contract, report for each employee and certify the hours worked, wages paid, and provide other information deemed relevant to the enforcement of this Chapter by the County. Such reports shall be made at the times and in the manner set forth in instructions issued by the Chief Executive Officer in conjunction with the Internal Services Department. The Internal Services Department in conjunction with the Chief Executive Officer shall report annually to the Board of Supervisors on contractor compliance with the provisions of this Chapter.
- E. Contractor Standards. An employer shall demonstrate during the procurement process and for the duration of a Proposition A contract or a cafeteria services contract a history of business stability, integrity in employee relations, and the financial ability to pay a living wage.

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

Title 2 ADMINISTRATION
Chapter 2.201 LIVING WAGE PROGRAM

2.201.060 - Employer retaliation prohibited.

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

(Ord. 99-0048 § 1 (part), 1999.)

2.201.070 - Employee retention rights.

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

- A. A "retention employee" is an employee of a predecessor employer:
 - 1. Who is not an exempt employee under the minimum wage and maximum hour exemptions defined in the federal Fair Labor Standards Act;
 - 2. Who has been employed by an employer under a predecessor Proposition A contract or a predecessor cafeteria services contract for at least six months prior to the date of a new contract; and
 - 3. Who is or will be terminated from his or her employment as a result of the county entering into a new contract.
- B. Subsequent employers shall offer employment to all retention employees who are qualified for such jobs.
- C. A subsequent employer is not required to hire a retention employee who:
 - 1. Has been convicted of a crime related to the job or his or her job performance; or
 - 2. Fails to meet any other county requirement for employees of a contractor.
- D. A subsequent employer may not terminate a retention employee for the first 90 days of employment under a new contract, except for cause. Thereafter a subsequent employer may retain a retention employee on the same terms and conditions as the subsequent employer's other employees.

(Ord. 99-0048 § 1 (part), 1999.)

2.201.080 - Enforcement and remedies.

For violation of any of the provisions of this chapter:

- A. An employee may bring an action in the courts of the state of California for damages caused by an employer's violation of this chapter.
- B. The county department head responsible for administering a Proposition A contract or a cafeteria services contract may do one or more of the following in accordance with such instructions as may be issued by the chief administrative officer:
 - 1. Assess liquidated damages as provided in the contract; and/or

Title 2 ADMINISTRATION
Chapter 2.201 LIVING WAGE PROGRAM

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

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

2.201.090 - Exceptions.

- A. Other Laws. This Chapter shall not be interpreted or applied to any employer or to any employee in a manner inconsistent with United States or California laws.
- B. Collective Bargaining Agreements. Any provision of this Chapter shall be superseded by a collective bargaining agreement that expressly so provides.

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

2.201.100 - Severability.

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

(Ord. 99-0048 § 1 (part), 1999.)

Living Wage Rate Annual Adjustments

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

Effective Date	Hourly Rate
March 1, 2016	\$13.25
January 1, 2017	\$14.25
January 1, 2018	\$15.00
January 1, 2019	\$15.79
January 1, 2020	\$16.31
January 1, 2021	\$16.62
January 1, 2022	\$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.



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.



REQUIRED FORMS EXHIBIT 20

CERTIFICATION OF COMPLIANCE WITH THE COUNTY'S
DEFAULTED PROPERTY TAX REDUCTION PROGRAM

Company Name: Securitas Security Services USA, Inc.		
Company Address: 1055 Wilshire Blvd., Suite 1600		
City: Los Angeles	State: CA	Zip Code: 90017
Telephone Number: 213-637-5541	Email address: silvia.portillo@securitasinc.com	
Solicitation/Contract For <u>Security</u> Services:		

The Proposer/Bidder/Contractor certifies that:

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

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

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

- OR -

- ☐ I am exempt from the County of Los Angeles Defaulted Property Tax Reduction Program, pursuant to Los Angeles County Code Section 2.206.060, for the following reason:

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

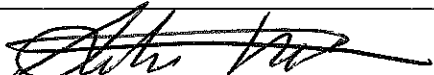
Print Name: Silvia Portillo	Title: Area Vice President
Signature: 	Date: 3/18/2022



EXHIBIT 24

COUNTY OF LOS ANGELES
DEPARTMENT OF PARKS AND RECREATION

CERTIFICATION OF COMPLIANCE

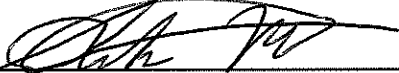
GREEN INITIATIVES

I, Silvia Portillo, as the Area Vice President
Name (please print or type) Title

of Securitas Security Services USA, Inc. providing services at
Name of company

County of Los Angeles Department of Parks and Recreation
County facility (ies)

I, hereby certify that our Company shall use reasonable efforts to initiate "green" practices for environmental and energy conservation benefits. Our Company shall purchase, store, and use environmentally and human friendly products that are compatible with products used by the County of Los Angeles.

 3/18/2022
Signed Dated

Smoking Ban Ordinance

ORDINANCE NO. 2009-0044

An ordinance amending Title – 17 Parks, Beaches and Other Public Places, to prohibit smoking in parks.

The Board of Supervisors of the County of Los Angeles ordains as follows-

SECTION 1. Section 17.04.035 is hereby added to read as follows:

17.04.035 Contract-operated facilities.

"Contract-operated facilities" means parks, which are operated, controlled, or maintained, in whole or in part, pursuant to an agreement with a lessee, concessionaire, operator, contractor, or vendor, for the purpose of providing recreational services to the public.

SECTION 2. Section 17.04.185 is hereby added to read as follows:

17.04.185 Smoking.

"Smoke" or "smoking" shall have the meaning as set forth in Section 11.64.020(13) of this code.

SECTION 3. Section 17.04.645 is hereby added to read as follows:

17.04.645 Smoking Prohibited.

Smoking shall be prohibited at all parks, except:

1. Smoking shall be permitted by actors who are acting during a permitted production or by models during a permitted photography session, unless otherwise determined by the Director, in consultation with the applicable Fire Official: and

2. Smoking shall be permitted within contract-operated facilities, in designated areas, at the discretion of the Director, in consultation with the operators of said facilities.

[1704035CSCC]

County's Estimated Avoidable Costs Compared to Contractor's for CENTRAL REGION SECURITY SERVICES

COUNTY COST

DIRECT

Salaries

Position	Salaries & Employee Benefits ⁽¹⁾	No. of Positions ⁽²⁾	No. of Months	Total
Security Officer, Sheriff (armed)	7,526.21	6.62	12	\$ 597,791.80
Security Assistant, Sheriff (Unarmed)	4,741.26	3.34	12	\$ 190,029.53
Operations Assistant I (Supervisor)	8,473.29	1.19	12	\$ 120,998.58
		11.15		\$ 908,819.90

1. 5th Step Variance @ 94.254%

2. Positions reflect annual Hours @ 1744

Vehicle Usage/Fixed Assets ⁽³⁾	No. of Units	No. of Miles/Hrs	Cost Per Mile/Hour	Total
---	--------------	------------------	--------------------	-------

Vehicle/Equipment Usage

Patrol Car (midsize) (22.9 miles/week)	0.5	1,190.80	0.6891	\$ 410.29
Electric Golf Cart	0.0		0.6433	\$ -
				\$ 410.29

Fixed Assets (Annualized 5 years)

Patrol Car (midsize) (22.9 miles/week)	0.5			\$ 2,204.00
Electric Golf Cart	2.0			\$ 2,000.00
				\$ 4,204.00

Services & Supplies

Equipment Supplies				\$ 2,174.47
Uniform Supplies				\$ 2,353.12
Maintenance				\$ 1,019.95
				\$ 5,547.54

Total Services and Supplies/Equipment **\$ 10,161.83**

Indirect Costs

Avoidable Overhead Contract Admin.				\$ -
Avoidable Overhead Agency Admin.				\$ -
				\$ -

TOTAL ESTIMATED COUNTY AVOIDABLE COSTS⁽⁴⁾

\$ 918,981.73

3. Equipment costs includes the use of a mid-size sedan for patrols & (2) electric golf carts.

4. County's cost to provide the level of service proposed in the RFP

CONTRACTING COSTS

CONTRACTOR'S DIRECT COST

Employee Salaries and Benefits		\$ 353,258.60
Services & Supplies and Equipment		\$ 15,662.76
Overhead		\$ 132,331.56
Profit		\$ 26,250.84
TOTAL CONTRACTOR'S COST⁽⁵⁾		\$ 527,503.76

COUNTY INDIRECT COST⁽⁶⁾

Unavoidable Overhead Contract Admin.	\$8,825 x 1=	\$ -
Unavoidable Overhead Agency Admin.	\$41,506 x 1=	\$ -
TOTAL COUNTY INDIRECT COST		\$ -

TOTAL CONTRACTING COST (direct cost +indirect cost)

\$527,503.76

**ESTIMATED SAVINGS FROM CONTRACTING (TOTAL ESTIMATED
COUNTY AVOIDABLE COSTS LESS TOTAL CONTRACTING COSTS)**

\$ 391,477.97

5. Contractor's bid on the RFP.

6. Indirect cost includes monitoring by County field staff.

**Absolute Security International's Proposed Costs by Category
for Security Services of Central Region**

Employee Salaries and Benefits

<u>Position</u>	<u>Full-Time Equivalent</u>	<u>Annual Hours</u>	<u>Hourly Rate</u>	<u>TOTAL</u>
Armed Security Guard	5.50	11,520	\$17.75	\$204,480.00
Unarmed Security Guard	2.80	5,824	\$17.15	\$99,881.60
Unarmed Security Guard Vehicle	0.31			\$9,757.00
<hr/>				
Total	8.61	17,344		\$314,118.60
Employee Benefits (Medical Insurance)				<u>\$39,140.00</u>

Total Employee Salaries and Benefits **\$353,258.60**

Services, Supplies, and Equipment

Office Equipment:	\$2,149.56
Other Misc. (Drug Test/Backgroud Check/Training/OT)	<u>\$13,513.20</u>

Total Services, Supplies and Equipment **\$15,662.76**

Overhead

Insurance, (General Liability, Worker's Comp, Auto, Umbrella)	\$31,501.44
Employee Taxes (Social Security, Medicare, State Disability)	<u>\$60,917.28</u>
Total Insurance/Employee Taxes	\$92,418.72
 Administrative: (Accounting, Bookkeeping, Management, Office Equipment, Utilities, Telephone)	
	<u>\$39,912.84</u>

Total Overhead **\$132,331.56**

<u>Profit</u>	<u>\$26,250.84</u>
----------------------	--------------------

Total Profit **\$26,250.84**

TOTAL CONTRACTOR'S COSTS **\$527,503.76**

**Schedule of Difference Between County and Absolute Security International Costs by Category
for Security Services of Central Region**

Costs by Category	County	Contractor	Difference	Remarks
Staffing				{A}
Security Officer, Sheriff (armed)	6.62	5.50	1.12	
Security Assistant, Sheriff (Unarmed)	3.34	2.80	0.54	
Operations Assistant I (Supervisor)	1.19	0.31	0.88	
TOTAL	11.15	8.61	2.54	
Salary Costs	\$908,819.90	\$314,118.60	\$594,701.30	{B}
(County Salaries include 5th Step Variance of 94.254%)				
Employee Benefits	\$0.00	\$39,140.00	(\$39,140.00)	{C}
County Benefits Included with Salary Costs				
Equipment, Services & Supplies	\$10,161.83	\$15,662.76	(\$5,500.93)	{D}
Taxes & Insurance	\$0.00	\$92,418.72	(\$92,418.72)	
Indirect Costs	\$0.00	\$39,912.84	(\$39,912.84)	{E}
TOTAL Costs (Less Profit)	\$918,981.73	\$501,252.92	\$417,728.81	
Contractor Profit	\$0.00	\$26,250.84	(\$26,250.84)	
TOTAL Costs	\$918,981.73	\$527,503.76	\$391,477.97	
Unavoidable Contracting Costs	\$0.00	\$0.00	\$0.00	
TOTAL County vs. Contracting Costs	\$918,981.73	\$527,503.76	\$391,477.97	

{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. The contractor's salary costs are approximately **59.5%** of the contract costs.

{C} Contractor will be providing medical insurance to the manager position 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 IV-A, the Contractor's total costs for services, supplies, and equipment are approximately **2.97%** of the contract costs.

{E} Contractor's indirect costs (overhead) are approximately **25%** 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.

County's Estimated Avoidable Costs Compared to Contractor's
for NORTH REGION SECURITY SERVICES

COUNTY COST

DIRECT

Salaries

Position	Salaries & Employee Benefits ⁽¹⁾	No. of Positions ⁽²⁾	No. of Months	Total
Security Officer, Sheriff (armed)	7,526.21	1.49	12	\$ 134,568.63
Operations Assistant I (Supervisor)	8,473.29	0.15	12	\$ 15,251.92
		1.64		\$ 149,820.55

1. 5th Step Variance @ 94.254%
2. Positions reflect annual Hours @ 1744

Vehicle Usage/Fixed Assets ⁽³⁾	No. of Units	No. of Miles/Hrs	Cost Per Mile/Hour	Total
---	--------------	------------------	--------------------	-------

Vehicle/Equipment Usage

Patrol Car (midsize) (41 miles/week)	1.2	2,132.00	0.6891	\$ 1,762.99
				\$ 1,762.99

Fixed Assets (Annualized 5 years)

Patrol Car (midsize) (22.9 miles/week)	1.2			\$ 5,289.60
				\$ 5,289.60

Services & Supplies

Equipment Supplies				\$ 503.77
Uniform Supplies				\$ 427.84
Maintenance				\$ 1,019.95
				\$ 1,951.56

Total Services and Supplies/Equipment \$ 9,004.15

Indirect Costs

Avoidable Overhead Contract Admin.				\$ -
Avoidable Overhead Agency Admin.				\$ -
				\$ -

TOTAL ESTIMATED COUNTY AVOIDABLE COSTS ⁽⁴⁾ \$ 158,824.70

3. Equipment costs includes the use of a mid-size sedan for patrols & (2) electric golf carts.
4. County's cost to provide the level of service proposed in the RFP

CONTRACTING COSTS

CONTRACTOR'S DIRECT COST

Employee Salaries and Benefits		\$ 44,007.40
Services & Supplies and Equipment		\$ 57,383.04
Overhead		\$ 11,341.20
Profit		\$ 11,273.16
TOTAL CONTRACTOR'S COST ⁽⁵⁾		\$ 124,004.80

COUNTY INDIRECT COST ⁽⁶⁾

Unavoidable Overhead Contract Admin.	\$8,825 x 1=	\$ -
Unavoidable Overhead Agency Admin.	\$41,506 x 1=	\$ -
TOTAL COUNTY INDIRECT COST		\$ -

TOTAL CONTRACTING COST (direct cost +indirect cost) \$124,004.80

ESTIMATED SAVINGS FROM CONTRACTING (TOTAL ESTIMATED COUNTY AVOIDABLE COSTS LESS TOTAL CONTRACTING COSTS) \$ 34,819.90

5. Contractor's bid on the RFP.
6. Indirect cost includes monitoring by County field staff.

**Securitas Security Services USA, Inc.'s Proposed Costs by Category
for Security Services of North Region**

Employee Salaries and Benefits

<u>Position</u>	<u>Full-Time Equivalent</u>	<u>Annual Hours</u>	<u>Hourly Rate</u>	<u>TOTAL</u>
Armed Security Guard	1.00	2,080	\$20.00	\$41,600.20
Total				\$41,600.20
Employee Benefits (Medical Insurance)				<u>\$2,407.20</u>
Total Employee Salaries and Benefits				\$44,007.40

Services, Supplies, and Equipment

Vehicle Patrol	51,912.00
Office Equipment:	
Other Misc. (Uniforms, Background Screening, other direct Expenses, solutions Equipment)	<u>\$5,471.04</u>
Total Services, Supplies and Equipment	\$57,383.04

Overhead

Insurance, (General Liability, Worker's Comp, Auto, Umbrella)	\$1,935.00
Employee Taxes (Social Security, Medicare, State Disability)	<u>\$5,366.28</u>
Total Insurance/Employee Taxes	\$7,301.28
Administrative: (Accounting, Bookkeeping, Management, Office Equipment, Utilities, Telephone)	<u>\$4,039.92</u>
Total Overhead	\$11,341.20

<u>Profit</u>	<u>\$11,273.16</u>
Total Profit	\$11,273.16
TOTAL CONTRACTOR'S COSTS	<u><u>\$124,004.80</u></u>

Schedule of Difference Between County and Securitas Services USA, Inc. Costs by Category for Security Services of North Region

Costs by Category	County	Contractor	Difference	Remarks
Staffing				{A}
Security Officer, Sheriff (armed)	1.49	1.00	0.49	
Operations Assistant I (Supervisor)	0.15	0.00	0.15	
TOTAL	1.64	1.00	0.64	
Salary Costs	\$149,820.55	\$41,600.20	\$108,220.35	{B}
(County Salaries include 5th Step Variance of 94.254%)				
Employee Benefits	\$0.00	\$2,407.20	(\$2,407.20)	{C}
County Benefits Included with Salary Costs				
Equipment, Services & Supplies	\$9,004.15	\$57,383.04	(\$48,378.89)	{D}
Taxes & Insurance	\$0.00	\$7,301.28	(\$7,301.28)	
Indirect Costs	\$0.00	\$4,039.92	(\$4,039.92)	{E}
TOTAL Costs (Less Profit)	\$158,824.70	\$112,731.64	\$46,093.06	
Contractor Profit	\$0.00	\$11,273.16	(\$11,273.16)	
TOTAL Costs	\$158,824.70	\$124,004.80	\$34,819.90	
Unavoidable Contracting Costs	\$0.00	\$0.00	\$0.00	
TOTAL County vs. Contracting Costs	\$158,824.70	\$124,004.80	\$34,819.90	

{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. The contractor's salary costs are approximately 33.5% of the contract costs.

{C} Contractor will be providing medical insurance to the manager position 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 IV-B, the Contractor's total costs for services, supplies, and equipment are approximately 46.3% of the contract costs.

{E} Contractor's indirect costs (overhead) are approximately 9.15% 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.

Maxium Potential Contract Costs										
Security Services for the Central and North Regions (2 Contracts)										
Area/Facilities	Recommended Contractor	Contract Start Date	Annual Contract Sum <i>First Year Initial Term</i>	Annual Contract Sum <i>Second Year Initial Term</i>	Annual Contract Sum <i>Third Year Initial Term</i>	Annual Contract Sum <i>Option Year 1</i>	Annual Contract Sum <i>Option Year 2</i>	Month-to-Month Extension <i>Up to 6 Months</i>	Total Overall Contract Sum <i>No Contingency</i>	Maximum Potential Contract Sum <i>with 10% Contingency</i>
Central Region	Absolute Security International, Inc.	12/1/2022	\$527,503.76	\$564,420.12	\$603,902.32	\$646,243.24	\$691,450.04	\$345,725.02	\$3,379,244.50	\$3,717,168.95
North Region	Securitas Security Services USA, Inc.	2/1/2023	\$124,004.80	\$127,465.38	\$131,023.30	\$134,681.30	\$138,442.22	\$69,221.11	\$724,838.11	\$797,321.92

**COUNTY OF LOS ANGELES DEPARTMENT OF PARKS AND RECREATION
RECOMMENDED CONTRACTORS' COMMUNITY BUSINESS ENTERPRISE**

Area/Facilities	Contractor	Local SBE		Minority		Women		DisAdvantaged		DisabledVet	
		YES	NO	YES	NO	YES	NO	YES	NO	YES	NO
Central Region	Absolute Security International, Inc.		X		X		X		X		X
North Region	Securitas Security Services USA, Inc.		X		X		X		X		X

Recommended Contract Costs

	Operating Budget Impact			
Facilities/Parks	Current Contract Costs	Recommended Contract Costs for the 1st Year	Contract Increase per year	Total Contract Costs for FY 22-23
Central Region	\$449,737.16	\$527,503.76	\$77,766.60	\$45,363.85
North Region	\$68,460.52	\$124,004.80	\$55,544.28	\$23,143.45
Total	\$518,197.68	\$651,508.56	\$133,310.88	\$68,507.30

BOARD LETTER/MEMO CLUSTER FACT SHEET

☒ Board Letter

☐ Board Memo

☐ Other

CLUSTER AGENDA REVIEW DATE	10/12/2022		
BOARD MEETING DATE	11/1/2022		
SUPERVISORIAL DISTRICT AFFECTED	<input checked="" type="checkbox"/> All <input type="checkbox"/> 1 st <input type="checkbox"/> 2 nd <input type="checkbox"/> 3 rd <input type="checkbox"/> 4 th <input type="checkbox"/> 5 th		
DEPARTMENT(S)	Public Works		
SUBJECT	Outreach and Negotiation Services for Community Workforce Agreement Administration and Related Services		
PROGRAM			
AUTHORIZES DELEGATED AUTHORITY TO DEPT	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
SOLE SOURCE CONTRACT	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
	If Yes, please explain why:		
DEADLINES/ TIME CONSTRAINTS	None		
COST & FUNDING	Total cost: \$5,250,000	Funding source: Expenditures for the subject services incurred by Public Works' Internal Service Fund – Capital Project Management Program will be reimbursed through approved individual project budgets.	
	TERMS (if applicable): These consultant services agreements will be for a 3-year term plus two 1-year extension options		
	Explanation:		
PURPOSE OF REQUEST	These consultant services agreements will ensure that adequate resources are available to provide administration and management of projects utilizing a Community Workforce Agreement.		
BACKGROUND (Include internal/external issues that may exist including any related motions)	Approval of the recommended actions will award and authorize Public Works to execute three consultant services agreements to provide community workforce agreement administration and related services on behalf of the County of Los Angeles and find that the recommended actions in this Board letter are not a project pursuant to the California Environmental Quality Act.		
EQUITY INDEX OR LENS WAS UTILIZED	<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 on 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 Districts. Public Works follows Federal contracting laws where applicable, State laws, Public Contract Code, and all Board contracting policies.		

	These consultant services agreements shall ensure that the workers, especially from the underserved communities and disadvantaged populations around the Supervisorial Districts in the covered Community Workforce Agreement projects, will have the greater opportunities to be employed by the general contractors.
SUPPORTS ONE OF THE NINE BOARD PRIORITIES	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If yes, please state which one(s) and explain how: Priority No. 7 Sustainability. Community Workforce Agreement 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.
DEPARTMENTAL CONTACTS	Name, Title, Phone # & E-mail: Shari Afshari, Deputy Director, (626) 458-4008, cell (626) 695-3831, safshari@pw.lacounty.gov



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:

November 1, 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
PUBLIC CONTRACTING AND ASSET MANAGEMENT CORE SERVICE AREA
AWARD CONSULTANT SERVICES AGREEMENTS
FOR OUTREACH AND NEGOTIATION SERVICES FOR
COMMUNITY WORKFORCE AGREEMENT ADMINISTRATION
AND RELATED SERVICES FOR
VARIOUS CAPITAL PROJECTS
(ALL SUPERVISORIAL DISTRICTS)
(3 VOTES)**

SUBJECT

Public Works is seeking Board approval to execute three separate consultant services agreements with M.L. Johnson CA, Inc.; Parsons Constructors, Inc.; and TSG Enterprises, Inc., to provide community workforce agreement administration and related services on behalf of the County of Los Angeles.

IT IS RECOMMENDED THAT THE BOARD:

1. Find that the recommended actions 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 M.L. Johnson CA, Inc.; Parsons Constructors, Inc.; and TSG Enterprises, Inc., for a not-to-exceed aggregate program amount of \$4,200,000 for the entire 3-year term plus two 1-year extension options if exercised. These consultant services agreements 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 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 aggregate program amount of \$4,200,000 by up to 25 percent.
5. Delegate authority to the Director of Public Works or his designee to administer the agreements and at the discretion of the Director of Public Works or his designee to exercise the options of extending these agreements for 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 augment Public Works' ability to provide Community Workforce Agreement (CWA) administration and related services, including CWA education; labor compliance; document control; the creation of monthly, quarterly, and annual reports; facilitation of successful work and economic opportunities; and maintenance of stakeholder relations, including various committees. Public Works will also make these agreements available to other County departments to assist those departments in performing CWA administration services. These agreements will ensure that adequate resources are available to provide administration and management of for capital and infrastructure projects utilizing a CWA.

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; Strategy III.3, Pursue Operational Effectiveness, Fiscal Responsibility, and Accountability, Objective III.3.2, Manage and Maximize County Assets, by contracting with contractors that have the specialized expertise to provide these services accurately, efficiently, timely, and in responsive matter.

FISCAL IMPACT/FINANCING

The total cost of the as-needed consultant services will not exceed an aggregate total program amount of \$4,200,000 plus a 25 percent supplement (totaling \$5,250,000) for three consulting firms over a 3-year period with two 1-year extensions. It is expected the initial 3-year term of the agreements will start in Fiscal Year (FY) 2022-23 and conclude in FY 2025-26. The two 1-year extension options, if exercised, would be operative through FY 2026-27 and FY 2027-28.

Sufficient funding to finance work orders for these agreements will be financed 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

A standard consultant services agreement, in the form previously approved by County Counsel, will be used. The consultant services agreements contain terms and conditions in compliance with the Chief Executive Officer's and the Board's requirements. The agreements also include a provision requiring the consultant firms to track subcontractors' utilization of Local Small Business Enterprise, Disabled Veteran Business Enterprise, and Social Enterprise businesses.

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 each firm, for a maximum contract duration of five years. The expiration of each of the consultant services agreements is 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 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 community workforce agreement administration 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 December 9, 2021, a notice of the Request for Proposals (RFP) was placed on the County's "Doing Business with the County" website (Enclosure B), the "Do Business with Public Works" website, Twitter, and advertisements were placed in the *Los Angeles Sentinel*, *Los Angeles Daily Journal*, *La Opinión*, *Daily Breeze*, *The Signal*, *Watts Times*, *Pasadena Star News*, *Press Telegram*, *Santa Monica Daily Press*, and *the 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. Eleven firms registered on the Public Works' website for the RFP.

The RFP stated that the County would select two firms for these services but reserved the right to increase the number of selected firms awarded a contract. On January 11, 2022, three firms submitted proposals, and the evaluation committee consisting of Public Works and Chief Executive Office staff, evaluated the proposals based on criteria described in the RFP, including technical expertise, experience, personnel, qualifications, and price. Based on the evaluation of the proposals, the following firms were selected without regard to race, creed, color, or gender: M.L. Johnson CA, Inc., a Small Business Enterprise; Parsons Constructors, Inc.; and TSG Enterprises, Inc., a Local Small Business Enterprise and Community Based Enterprise. These firms selected represent the qualified firms to provide the required services. Public Works has determined that the firms' proposed rates for performing the services are reasonable. Three-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 include a cost-of-living adjustment provision in accordance with the Board Policy No. 5.070 - Multi-Year Services Contract Cost-of-Living Adjustments.

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 Community Workforce Agreement administration and related services on 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 Programs Division)
County Counsel
Executive Office

P:\aepub\CONTRACTS\Board Letter Files\Board Letters\CWA - Countywide\CWA - BL.docx

**PROPOSERS' UTILIZATION PARTICIPATION AND COMMUNITY BUSINESS ENTERPRISE PROGRAM INFORMATION FOR
COMMUNITY WORKFORCE ADMINISTRATION AND RELATED SERVICES**

SELECTED FIRMS

	Proposer	Local SBE	SBE	Minority	Women	Disadvantaged	DisabledVet	LGBTQQ
	M.L. Johnson CA, Inc.		x					
	Parsons Constructors, Inc.							
	The Solis Group	x	x	x	x	x		

NON-SELECTED FIRMS

	Proposers	Local SBE	SBE	Minority	Women	Disadvantaged	DisabledVet	LGBTQQ
	All Proposers were selected							

*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.

FIRM INFORMATION*	M.L. Johnson	Parsons Constructors	The Solis Group			
BUSINESS STRUCTURE	Corporation	Corporation	Corporation			

CULTURAL/ETHNIC COMPOSITION		NUMBER/% OF OWNERSHIP				
OWNERS/PARTNERS	Black/African American					
	Hispanic/Latino			1/100%		
	Asian or Pacific Islander					
	American Indian					
	Filipino					
	White	1/100%	1			
	<i>Female (included above)</i>	0	0	1		
NUMBER						
MANAGER	Black/African American	3				
	Hispanic/Latino		2	1		
	Asian or Pacific Islander		2	1		
	American Indian					
	Filipino	1				
	White	3	3	4		
	<i>Female (included above)</i>		2	1		
STAFF	Black/African American		2	1		
	Hispanic/Latino		1	8		
	Asian or Pacific Islander		1	3		
	American Indian					
	Filipino					
	White		3	11		
	<i>Female (included above)</i>		6	12		
Total No. of Employees		7	15	30	0	0

COUNTY CERTIFICATION						
	CBE			X		
	LSBE			X		
OTHER CERTIFYING AGENCY						

*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/)

Powered by ISD | [Contact Us](#)
[Home \(/LACoBids/\)](#) / [Admin \(/LACoBids/Admin\)](#) / [Open Solicitations \(/LACoBids/Admin/BidList?page=1&TextSearch=brc0000248&FieldSort=BidTitle&DirectionSort=Asc\)](#) / [Update Solicitation](#)

Fields with asterisk (*) are required.

[Help \(/LACoBids/Content/HelpAdmin.html#BidAdminUpdate\)](#)

Solicitation Information

Solicitation Number: *	BRC0000248	Type: *	Service
Department: *	Public Works	Amount \$:	500000.00
Open Date: *	12/9/2021	Open Continuous:	<input type="checkbox"/> (Check the box if the bid is for open continuous with no Close Date)
Close Date: *	1/11/2022	Close Time: *	Hour: 04 Minute: 00 PM
Title: *	Community Workforce Agreement Administration and Related Services		
Description: *	<p>Los Angeles County Public Works is requesting proposals from qualified firms to provide Community Workforce Agreement (CWA) Administration and related services.</p> <p>An virtual pre-proposal conference to answer questions concerning the project will be held on December 21, 2021 at 10:00 a.m. via Microsoft Teams. Attendance is optional.</p> <p>Please use the link below to download this Request for Proposals and for information on the preproposal conference. It is strongly recommended that you register for this.</p>		
Commodity/Service Code: *	91831	Attachment:	Number of files attached: 0
	Search and Add		Add/Delete File
Solicitation Amendment:	Number of amendments added: 0 Add/Update Amendment		

Contact Information

Contact Name: *	Marika Medrano	Contact Email: *	mmedrano@dpw.lacounty.gov
Contact Phone: *	626 - 458 - 5114	Ext:	

[Submit](#)
[Cancel \(/LACoBids/Admin/BidList\)](#)
Powered by ISD | [Contact Us](#)

BOARD LETTER CLUSTER FACT SHEET

☒ Board Letter

☐ Board Memo

☐ Other

CLUSTER AGENDA REVIEW DATE	10/12/2022		
BOARD MEETING DATE	11/1/2022		
SUPERVISORIAL DISTRICT AFFECTED	<input type="checkbox"/> All <input checked="" type="checkbox"/> 1 st <input checked="" type="checkbox"/> 2 nd <input type="checkbox"/> 3 rd <input checked="" type="checkbox"/> 4 th <input type="checkbox"/> 5 th		
DEPARTMENT(S)	Public Works		
SUBJECT	Award of services contracts for dial-a-ride services in the Unincorporated County Community of East Los Angeles and Athens, Florence-Firestone-Walnut Park, Lennox, Rancho Dominguez, and Rosewood Willowbrook		
PROGRAM			
AUTHORIZES DELEGATED AUTHORITY TO DEPT	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
SOLE SOURCE CONTRACT	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
	If Yes, please explain why:		
DEADLINES/ TIME CONSTRAINTS	The current contract expires on Dec. 31, 2022. The award of these contracts will continue the current services by the recommended contractor.		
COST & FUNDING	Total cost:	Funding source: Funding for this service is included in the First, Second, and Fourth Supervisorial District's Proposition A Local Return Transit Operations Fund (Fund CP6 – Services & Supplies Appropriation) Fiscal Year 2022-23 Budget. Funds to finance the contract's option years and 10 percent additional funding for contingencies will be requested through the annual budget process.	
	East Los Angeles: \$4,636,753		
	Willowbrook, et al.: \$2,993,174		
	TERMS (if applicable): Initial term of 6 months plus 5 additional 1-year renewal options and a month-to-month extension up to 6 months.		
	Explanation:		
PURPOSE OF REQUEST	Public Works is seeking Board approval to award two services contracts to Empire Transportation, Inc., a Community Business Enterprise, for East Los Angeles dial-a-ride services in the unincorporated County community of East Los Angeles and to MV Transportation, Inc., for Willowbrook, et al., dial-a-ride services in the unincorporated County communities of Athens, Florence-Firestone-Walnut Park, Lennox, Rancho Dominguez, and Rosewood-Willowbrook.		
BACKGROUND (include internal/external issues that may exist including any related motions)	Approval of the recommended action will award two services contracts to Empire Transportation, Inc., a Community Business Enterprise, for East Los Angeles dial-a-ride service in the unincorporated County community of East Los Angeles and to MV Transportation, Inc., for Willowbrook, et al., dial-a-ride service in the unincorporated County communities of Athens, Florence-Firestone-Walnut Park, Lennox, Rancho Dominguez, and Rosewood-Willowbrook. These services will provide eligible elderly and persons with disabilities in these communities with transportation to health care facilities, shopping centers, senior centers, and other destinations		
EQUITY INDEX OR LENS WAS UTILIZED	<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		

	<p>Community Services 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.</p> <p>Los Angeles County paratransit services such as East Los Angeles and Willowbrook, et al. dial-a-ride provide transportation options for seniors and people with disabilities to attend medical appointments and to provide for their selfcare needs.</p>
SUPPORTS ONE OF THE NINE BOARD PRIORITIES	<p><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If Yes, please state which one(s) and explain how: Sustainability, by maintaining public transit service and making a more livable community</p>
DEPARTMENTAL CONTACTS	<p>Name, Title, Phone # & E-mail:</p> <p>Steve Burger, Deputy Director, (626) 458-4018, cell (626) 476-9847, sburger@pw.lacounty.gov</p>



East Los Angeles Unincorporated Area

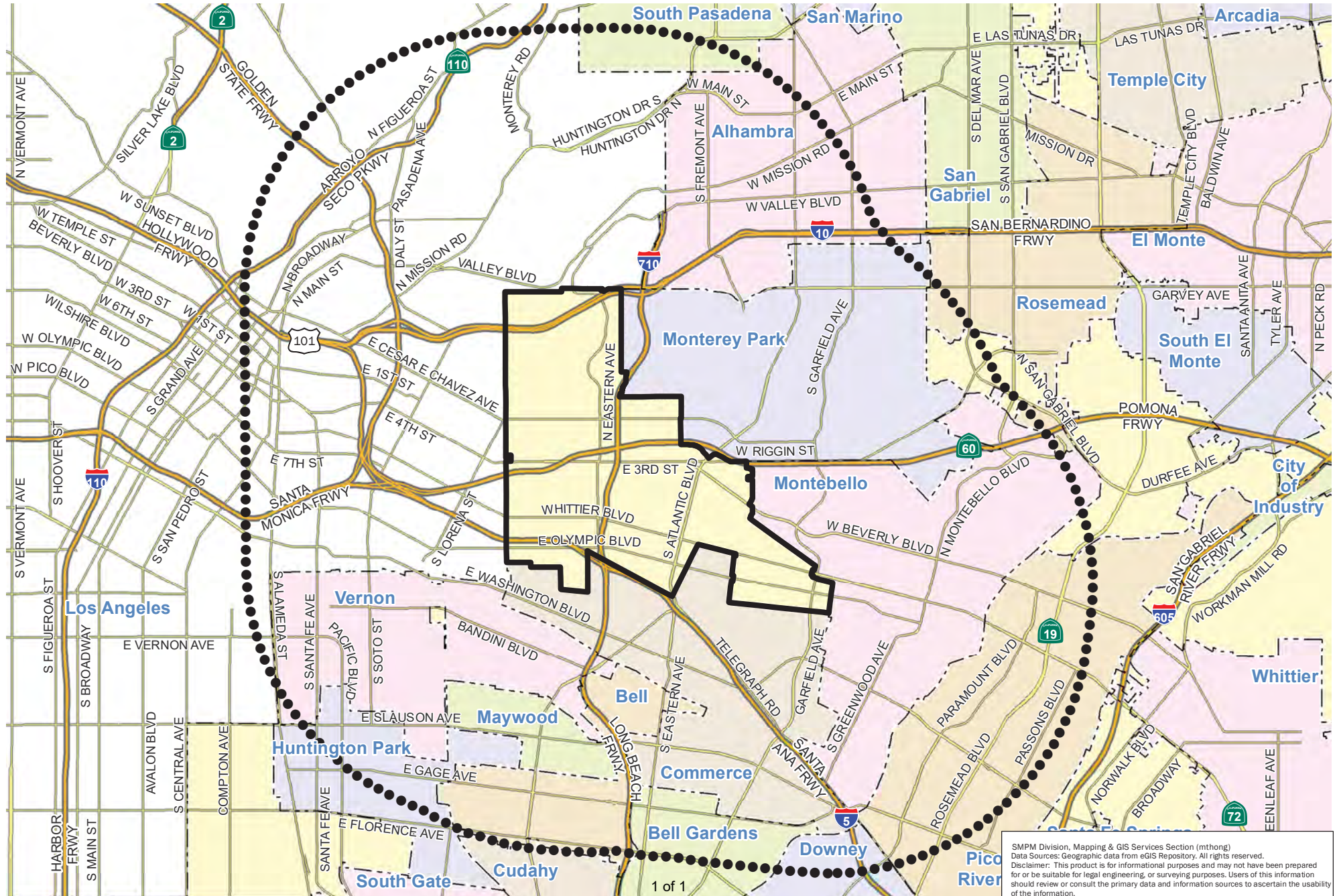
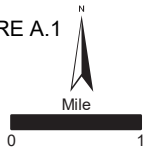
East Los Angeles Destination Service Area

East Los Angeles

Unincorporated County, Dial-A-Ride Service Area



ENCLOSURE A.1





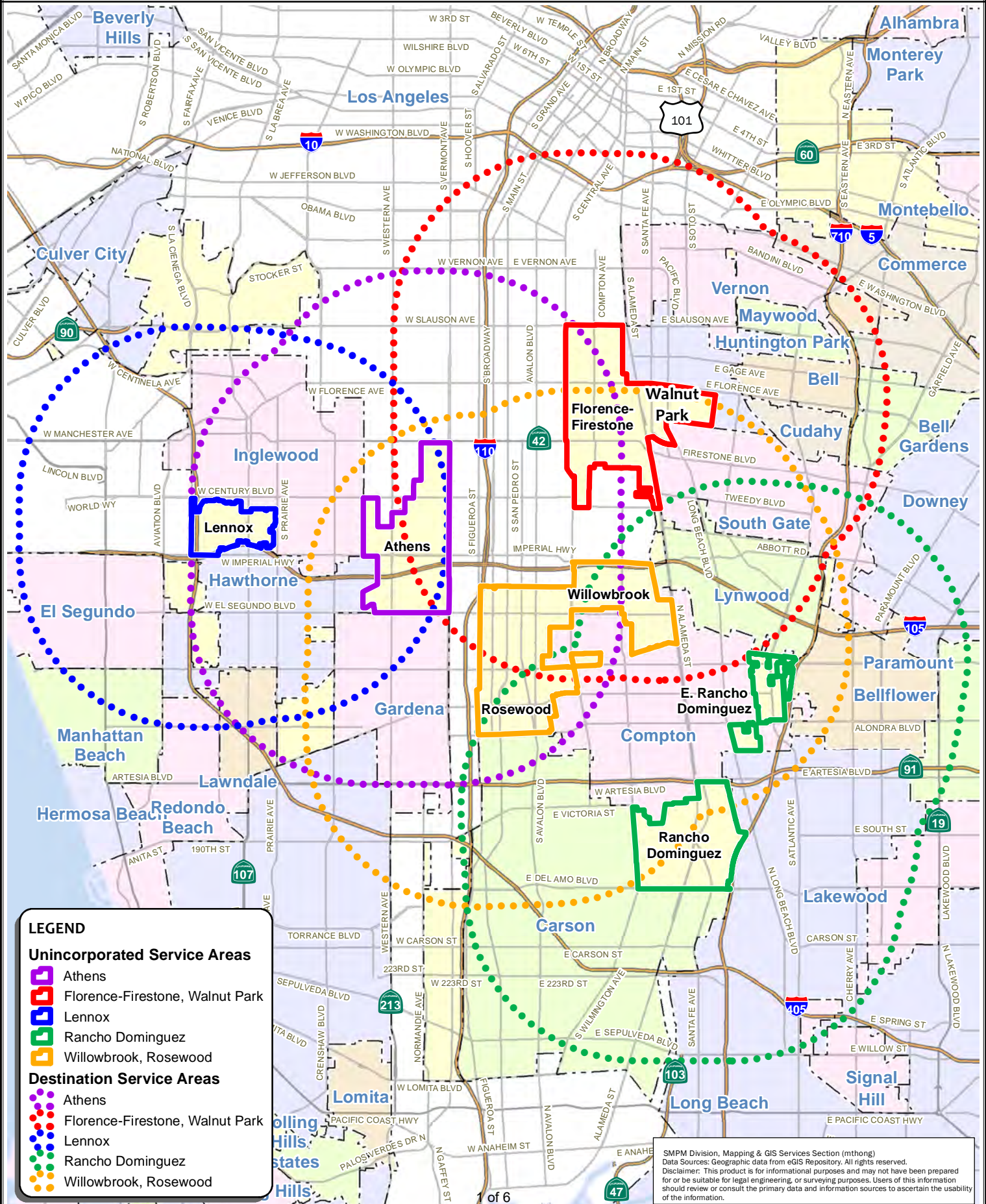
WILLOWBROOK, ET AL. DIAL-A-RIDE SERVICE

Athens, Florence-Firestone-Walnut Park, Lennox,
Rancho Dominguez, and Willowbrook-Rosewood

ENCLOSURE A.2



0 1 Mile



LEGEND

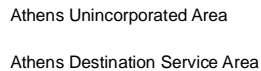
Unincorporated Service Areas

- Athens
- Florence-Firestone, Walnut Park
- Lennox
- Rancho Dominguez
- Willowbrook, Rosewood

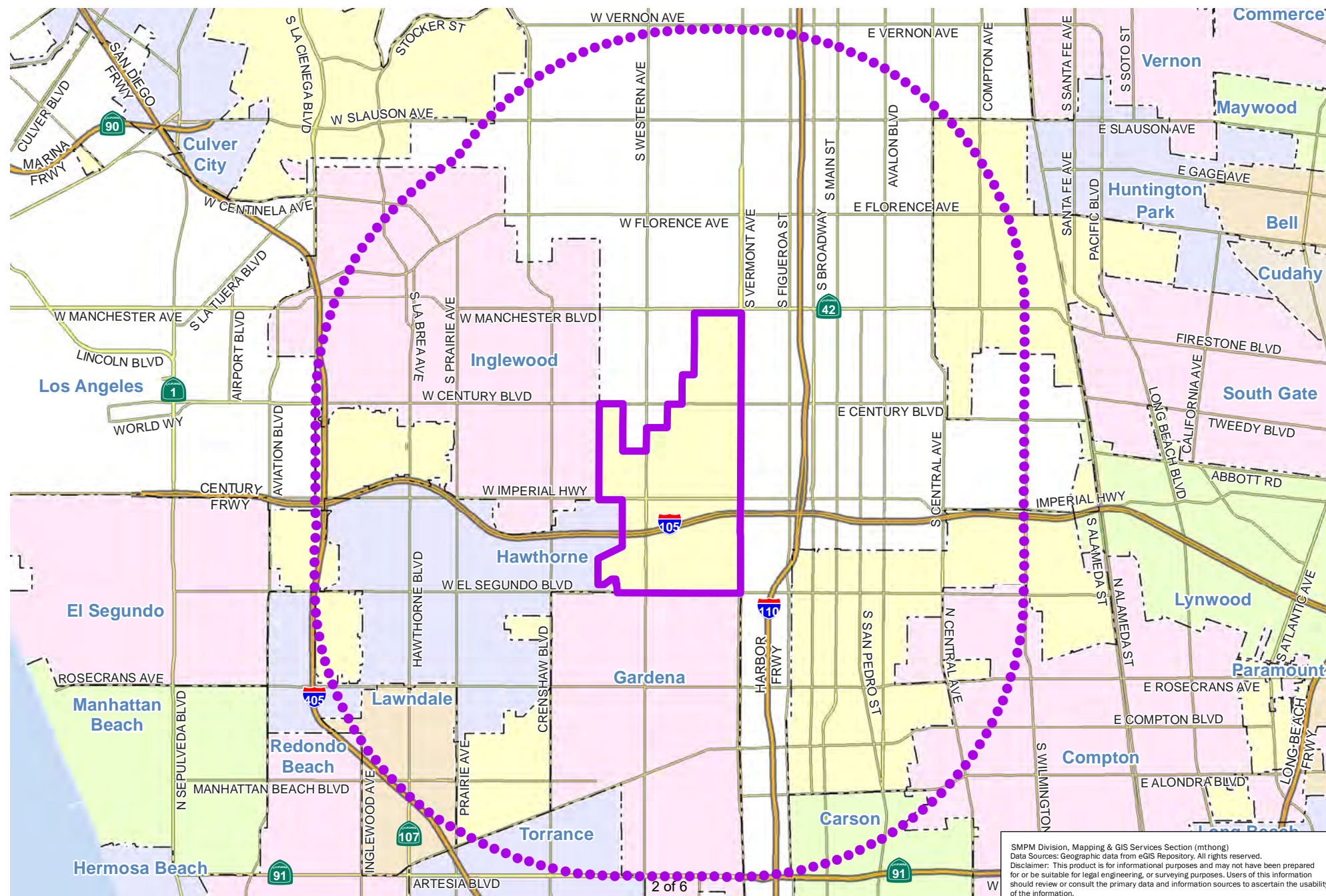
Destination Service Areas

- Athens
- Florence-Firestone, Walnut Park
- Lennox
- Rancho Dominguez
- Willowbrook, Rosewood

SMPM Division, Mapping & GIS Services Section (mthong)
Data Sources: Geographic data from eGIS Repository. All rights reserved.
Disclaimer: This product is for informational purposes and may not have been prepared for or be suitable for legal engineering, or surveying purposes. Users of this information should review or consult the primary data and information sources to ascertain the usability of the information.



Unincorporated County, Dial-A-Ride Service Area





Florence-Firestone, Walnut Park Unincorporated Area

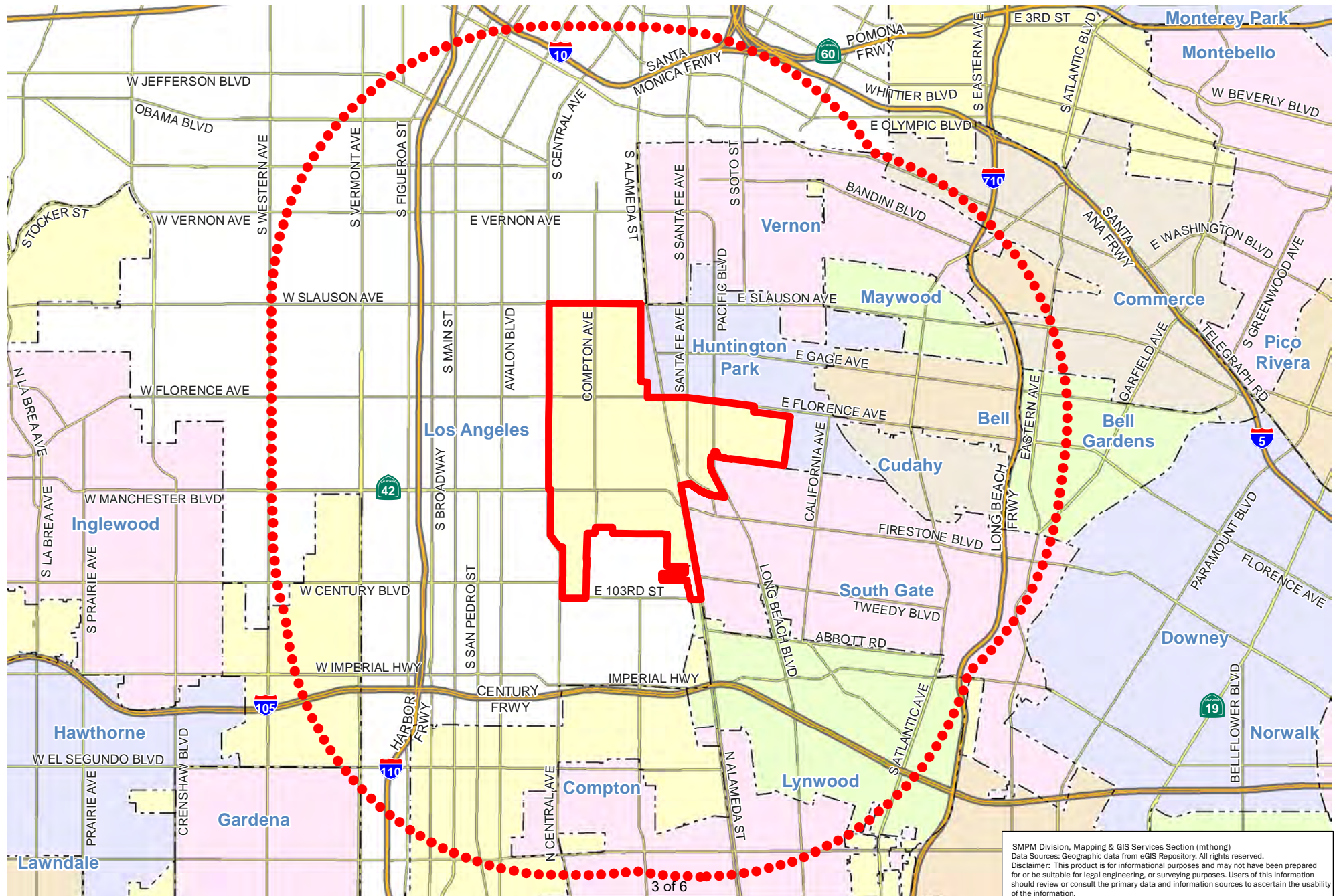
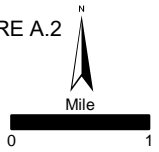
Florence-Firestone, Walnut Park Destination Service Area

Florence-Firestone, Walnut Park

Unincorporated County, Dial-A-Ride Service Area



ENCLOSURE A.2





Lennox Unincorporated Area

Lennox Destination Service Area

Lennox

Unincorporated County, Dial-A-Ride Service Area

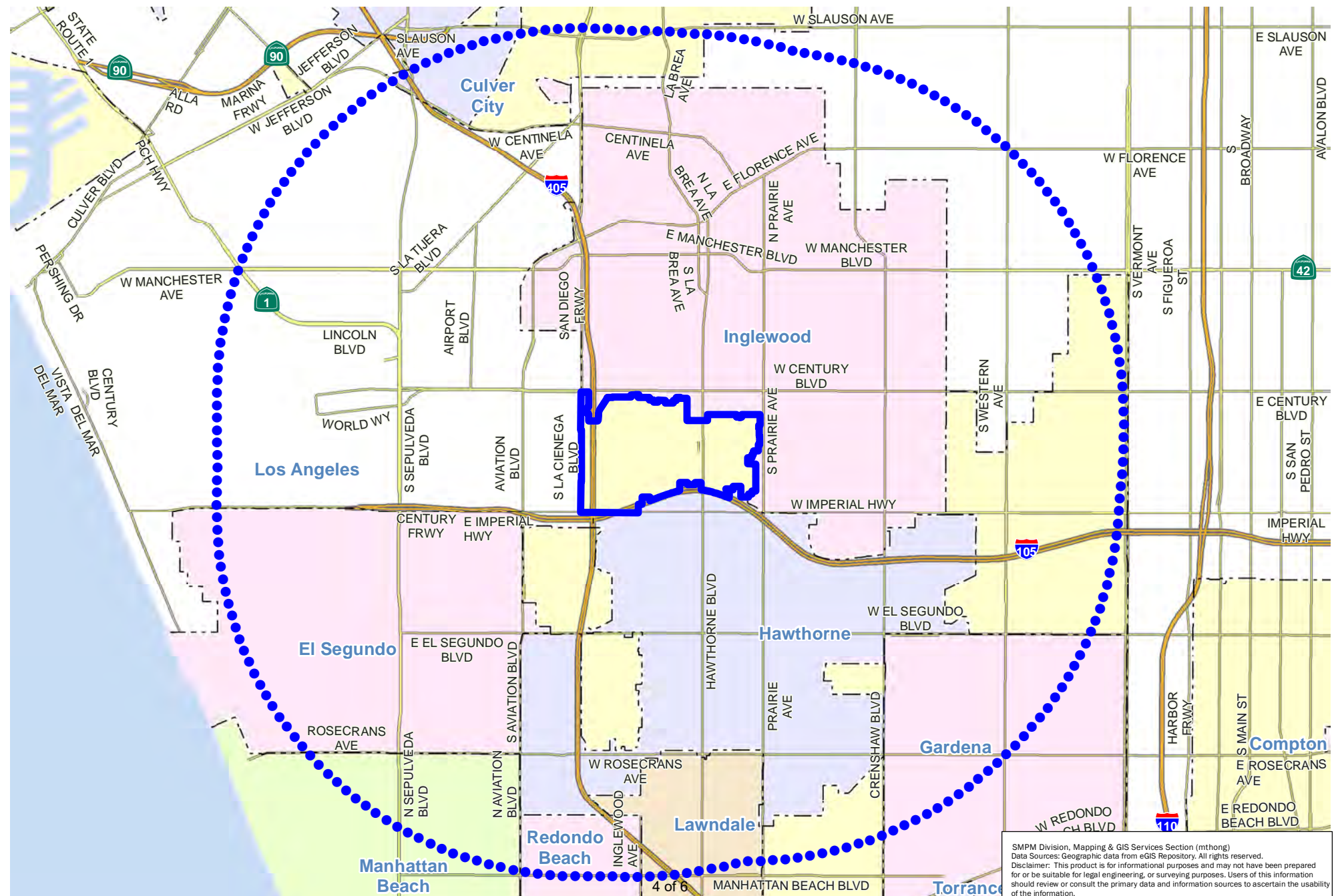


ENCLOSURE A.2

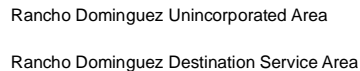


Mile

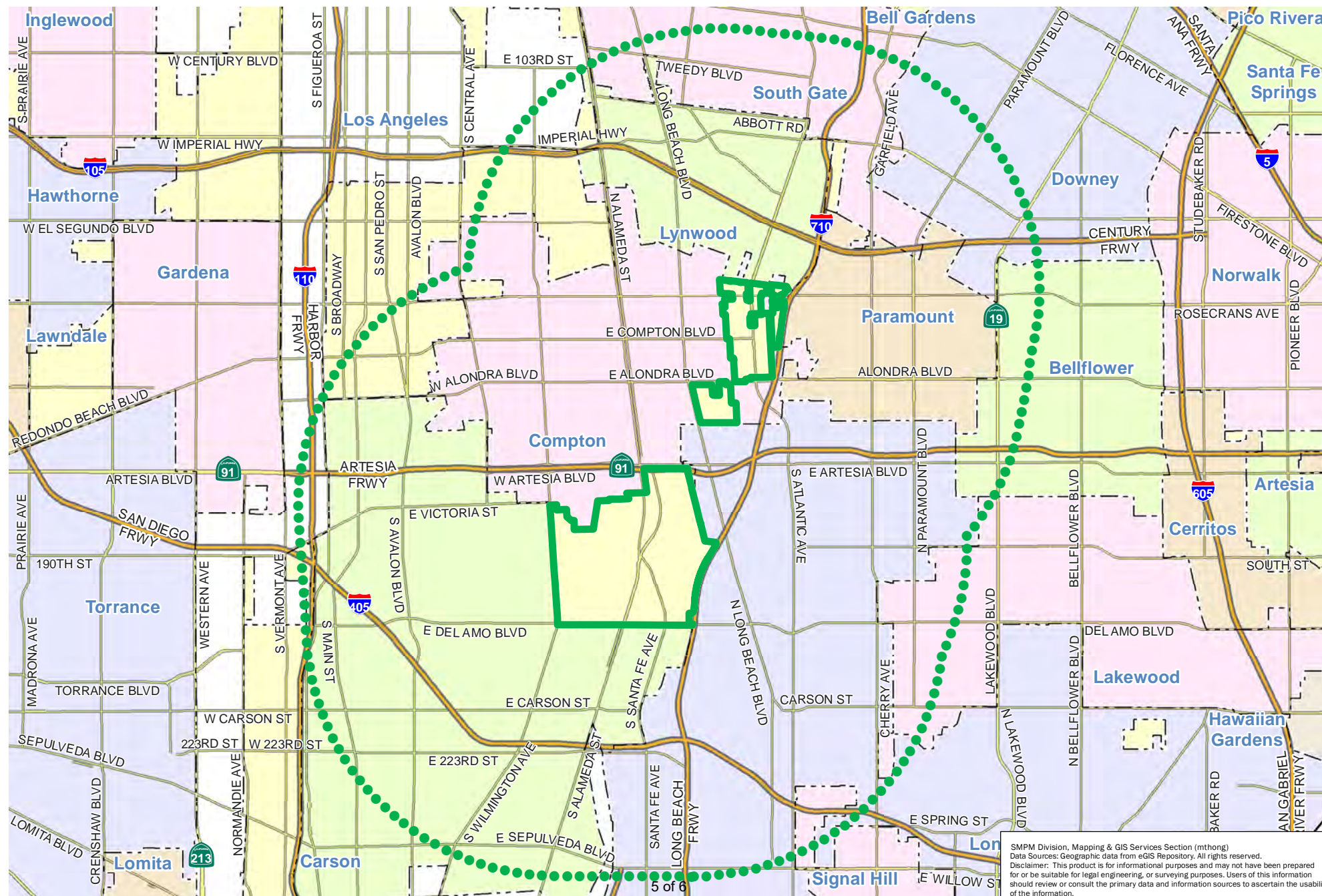
0 1

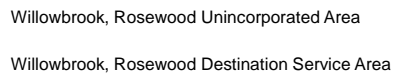


SMMP Division, Mapping & GIS Services Section (mthong)
Data Sources: Geographic data from eGIS Repository. All rights reserved.
Disclaimer: This product is for informational purposes and may not have been prepared for or be suitable for legal engineering, or surveying purposes. Users of this information should review or consult the primary data and information sources to ascertain the usability of the information.

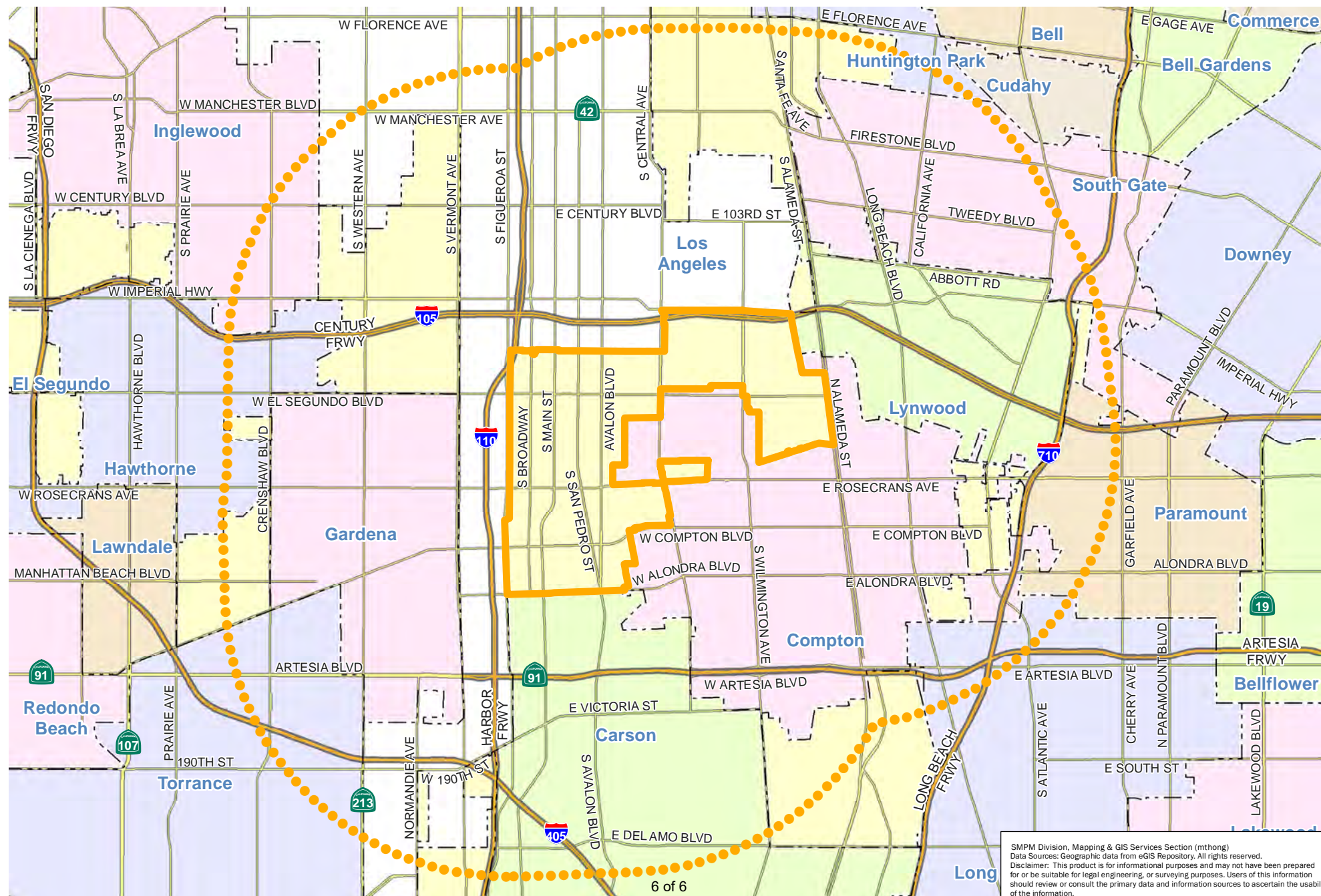
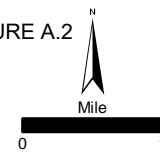


Rancho Dominguez
Unincorporated County, Dial-A-Ride Service Area





Willowbrook, Rosewood
Unincorporated County, Dial-A-Ride Service Area





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:

November 1, 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 CONTRACTS
TRANSPORTATION CORE SERVICE AREA
AWARD OF SERVICES CONTRACTS FOR DIAL-A-RIDE SERVICES IN THE
UNINCORPORATED COUNTY COMMUNITY OF EAST LOS ANGELES
AND ATHENS, FLORENCE-FIRESTONE-WALNUT PARK, LENNOX,
RANCHO DOMINGUEZ, AND ROSEWOOD-WILLOWBROOK
(SUPERVISORIAL DISTRICTS 1, 2, AND 4)
(3 VOTES)**

SUBJECT

Public Works is seeking Board approval to award a services contract to Empire Transportation, Inc., a Community Business Enterprise, for East Los Angeles dial-a-ride service in the unincorporated County community of East Los Angeles and one to MV Transportation, Inc., for Willowbrook, et al., dial-a-ride services in the unincorporated County communities of Athens, Florence-Firestone-Walnut Park, Lennox, Rancho Dominguez, and Rosewood-Willowbrook.

IT IS RECOMMENDED THAT THE BOARD:

1. Find that the contract work is statutorily exempt from the provisions of the California Environmental Quality Act for the reasons stated in this Board letter and in the record of the project.
2. Find that these services can be more economically performed by an independent contractor than by County employees.

3. Award and direct the Chair of the Board to execute the contract with Empire Transportation, Inc., a Community Business Enterprise, for East Los Angeles dial-a-ride services. Empire Transportation, Inc., a Community Business Enterprise. This contract will be for a period of 6 months with five 1-year renewal options and a month-to-month extension up to 6 months for a maximum potential contract term of 72 months and a maximum potential contract sum of \$4,636,753.
4. Award and direct the Chair of the Board to execute the contract with MV Transportation, Inc. for Willowbrook, et al., dial-a-ride services. This contract will be for a period of 6 months with five 1-year renewal options and a month-to-month extension up to 6 months for a maximum potential contract term of 72 months and a maximum potential contract sum of \$2,993,174.
5. Delegate authority to the Director of Public Works or his designee 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, Empire Transportation, Inc., a Community Business Enterprise, and MV Transportation, Inc., have successfully performed during the previous contract period, and these 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.
6. Delegate authority to the Director of Public Works or his designee to annually increase these contracts amount up to an additional 10 percent of the annual contract sum, which are included in the maximum potential contracts sum for unforeseen additional work within the scope of the contract, if required.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of the recommended action will award one contract to Empire Transportation, Inc., a Community Business Enterprise, for East Los Angeles dial-a-ride services in the unincorporated County community of East Los Angeles and one contract to MV Transportation, Inc., for Willowbrook, et al., dial-a-ride services in the unincorporated County communities of Athens, Florence-Firestone-Walnut Park, Lennox, Rancho Dominguez, and Rosewood-Willowbrook. These services will provide eligible elderly and persons with disabilities in these communities with transportation to health care facilities, shopping centers, senior centers, and other destinations within the defined service areas, as shown in Enclosure A.1-A.2.

These contracts also include the cost for major vehicle repairs, graphics, and automated transit vehicle system devices, including vehicle locators and video camera equipment for County-provided service vehicles in accordance with the contracts.

The current contracts will expire on December 31, 2022. The award of these contracts will continue the current services by the recommended contractors.

Implementation of Strategic Plan Goals

These recommendations support the County Strategic Plan: Strategy II.2, Support the Wellness of our Communities, Objective II.2.4, Promote Active and Healthy Lifestyles, by contracting with the contractors that have the specialized expertise to provide these services accurately, efficiently, timely, and in a responsive manner.

FISCAL IMPACT/FINANCING

There will be no impact to the County General Fund.

These contracts amounts below are based on Public Works' estimated annual utilization of the contractor's service at the prices quoted by the contractor. The sums for each term of the maximum contract period if all optional renewal periods are exercised is as follows:

East Los Angeles:

The sum for the initial 6-month term is \$373,865.

The sum for the first option term is \$756,374.

The sum for the second option term is \$764,784.

The sum for the third option term is \$773,421.

The sum for the fourth option term is \$782,149.

The sum for the fifth and final option term is \$790,773.

The sum for the month-to-month option to extend up to 6 months is \$395,387.

Willowbrook, et al.:

The sum for the initial 6 month term is \$208,760.

The sum for the first option term is \$462,494.

The sum for the second option term is \$480,247.

The sum for the third option term is \$502,262.

The sum for the fourth option term is \$523,456.

The sum for the fifth and final option term is \$543,970.

The sum for the month-to-month option to extend up to 6 months is \$271,985.

The maximum potential contract sum for East Los Angeles is \$4,636,753 and for Willowbrook, et al. is \$2,993,174 for the maximum contract period of 72 months. The total maximum potential contracts amount includes major vehicle repairs, graphics, and automated transit vehicle system devices, including vehicle locators and video camera equipment to County-provided services vehicles, and 10 percent of the annual contracts sum for unforeseen additional work within the scope of the contract.

Funding for these services is included in the First, Second, and Fourth Supervisorial Districts' Proposition A Local Return Transit Operations Fund (Fund CP6 - Services and Supplies) Fiscal Year 2022-23 Budget. Funds to finance the contracts' option years and 10 percent additional funding for contingencies will be requested through the annual budget process.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The recommended contractor for East Los Angeles, Empire Transportation, Inc., a Community Business Enterprise, is located in Bellflower, California; and for Willowbrook, et al., MV Transportation, Inc., is located in Dallas, Texas, with a local office in Vacaville, California. This contract will commence on January 1, 2023, or upon the Board's approval, whichever occurs last, for a period of six months. With the Board's delegated authority, Public Works may renew the contract for five 1-year renewal options and a month-to-month extension up to 6 months for a maximum potential total contract term of 72 months.

County Counsel has approved the recommended contracts, which have been executed by Empire Transportation, Inc., a Community Business Enterprise, and MV Transportation, Inc., (Enclosure B.1-B.2). The recommended contracts 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 C reflects the proposers' utilization participation and Community Business Enterprise program information. Data regarding the proposers' minority participation is on file with Public Works. The contractor was selected upon final analysis and consideration without regard to race, creed, gender, or color.

This work is being contracted in accordance with procedures authorized under County Charter, Section 44.7, Part 3, and Chapter 2.121 (Contracting with Private Business) of the Los Angeles County Code. The mandatory requirements for contracting set forth in the Los Angeles County Code, Section 2.121.380, have been met.

Empire Transportation, Inc., has agreed to pay its employees the current Living Wage Rate approved by the Board on December 1, 2015, and to comply with the County's Living Wage reporting requirements. The County's Proposition A and Living Wage Ordinance provisions apply to this proposed contract, as County employees can perform these contracted services. The contract complies with all of the requirements of the County Code, Section 2.201.

Public Works has evaluated and determined that MV Transportation, Inc., is qualified for Living Wage exemption due to a Collective Bargaining Agreement with Teamsters Local 848 that expressly supersedes all provisions of the program.

Using methodology approved by the Auditor-Controller, the Proposition A cost analysis indicates that the recommended contracted services can be performed more economically by the private sector.

These Proposition A contracts do not allow cost-of-living adjustments for the optional renewal periods. These contracts do contain a provision for monthly fuel cost adjustments.

ENVIRONMENTAL DOCUMENTATION

These services are statutorily exempt from the provisions of the California Environmental Quality Act, pursuant to Section 21080 (b) (10) of the Public Resources Code. This exemption provides for the implementation of passenger or commuter transit services.

CONTRACTING PROCESS

A notice of the Request for Statement of Qualifications (RFSQ) was released in 2016 and 2019, and it is currently open continuous. RFSQ was placed on the County's "Doing Business with the County" website (Enclosure D); Public Works' "Do Business with Public Works" website; Twitter; and advertisement was placed in the *Los Angeles Times*. Also, Public Works informed 1,198 Local Small Business Enterprises; and 106 independent contractors, various business development centers, and municipalities about this business opportunity.

A total of ten Statement of Qualifications (SOQs) were received in response to the RFSQ. The SOQs were first reviewed to ensure they met the mandatory requirements outlined in the RFSQ. Ten SOQs were then evaluated by an evaluation committee consisting of Public Works staff, utilizing the informed averaging methodology for applicable criteria. The committee's evaluation was based on criteria described in the RFSQ, including experience, work plan, financial resources, performance history/references, and demonstrated controls over labor/payroll recordkeeping. Based on this evaluation, one of the ten SOQs did not receive a score equal to or above the evaluation's minimum passing score and was ineligible to be placed on the Qualified Contractors List. The remaining nine Statements or Qualifications received a passing score and were placed on the Qualified Contractors List.

On February 22, 2022, and February 28, 2022, Public Works issued an Invitation for Bids for Willowbrook, et al., and East Los Angeles, respectively, soliciting bids from the apparent responsive and responsible vendors on the Qualified Contractors List.

On March 29, 2022, one bid was received for East Los Angeles and Willowbrook, et al., respectively. The bid was evaluated based on the price category. Based on this evaluation, it is recommended that a contract be awarded to the apparent responsive and responsible contractor, Empire Transportation, Inc., a Community Business Enterprise,

located in Bellflower, California, for East Los Angeles and MV Transportation, Inc., located in Dallas, Texas, with a local office in Vacaville, California, for Willowbrook, et al. Public Works believes the contractor's price to be reasonable for the work requested.

Public Works has accessed available resources to review and assess the proposed contractor's past performance, history of Labor Law violations, and prior performance on County contracts.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The award of these contracts will continue the service without disruption to the public and will not result in the displacement of any County employees as this service is presently contracted with the private sector.

CONCLUSION

Please return one adopted copy of this Board letter along with the Contractor Execute and Department Conform originals of the contract to the Public Works, Business Relations and Contracts Division.

Respectfully submitted,

MARK PESTRELLA, PE
Director of Public Works

MP:JQ:sc

Enclosures

c: Chief Executive Office (Chia-Ann Yen)
County Counsel
Executive Office
Internal Services Department, Contracts Division

ENCLOSURE

November 1, 2022

**SERVICES CONTRACTS
TRANSPORTATION CORE SERVICE AREA
AWARD OF SERVICES CONTRACTS FOR DIAL-A-RIDE SERVICES IN THE
UNINCORPORATED COUNTY COMMUNITY OF EAST LOS ANGELES AND
ATHENS, FLORENCE-FIRESTONE-WALNUT PARK, LENNOX, RANCHO
DOMINGUEZ, AND ROSEWOOD WILLOWBROOK
(SUPERVISORIAL DISTRICTS 1, 2, AND 4)
(3 VOTES)**

This Board letter has large enclosures.
Click on the link to access:

[11.01.22 - East LA and Willowbrook DAR - Large Enc](#)

BOARD LETTER CLUSTER FACT SHEET

☒ Board Letter

☐ Board Memo☐ Other

CLUSTER AGENDA REVIEW DATE	10/12/2022							
BOARD MEETING DATE	11/1/2022							
SUPERVISORIAL DISTRICT AFFECTED	<input type="checkbox"/> All <input checked="" type="checkbox"/> 1 st <input type="checkbox"/> 2 nd <input type="checkbox"/> 3 rd <input checked="" type="checkbox"/> 4 th <input checked="" type="checkbox"/> 5 th							
DEPARTMENT(S)	Public Works							
SUBJECT	Award of services contract for Whittier, et al., dial-a-ride services in the unincorporated County communities of Avocado Heights, Bassett, Hacienda Heights, Rowland Heights, South San Gabriel, and unincorporated County areas surrounding the cities of Covina, La Puente, West Covina, and Whittier							
PROGRAM								
AUTHORIZES DELEGATED AUTHORITY TO DEPT	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No							
SOLE SOURCE CONTRACT	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No							
	If Yes, please explain why:							
DEADLINES/ TIME CONSTRAINTS	The current contract expires on Dec 31, 2022. The award of this contract will continue the current services by the recommended contractor.							
COST & FUNDING	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 40%; padding: 5px;">Total cost: \$7,622,443</td> <td style="padding: 5px;"> Funding source: Funding for this service is included in the First, Fourth, and Fifth Supervisorial District's Proposition A Local Return Transit Operations Fund (Fund CP6 – Services & Supplies Appropriation) Fiscal Year 2022-23 Budget. Funds to finance the contract's option years and 10 percent additional funding for contingencies will be requested through the annual budget process. </td> </tr> <tr> <td colspan="2" style="padding: 5px;"> TERMS (if applicable): Initial term of 6 months plus 5 additional 1-year renewal options and a month-to-month extension up to 6 months. </td> </tr> <tr> <td colspan="2" style="padding: 5px;">Explanation:</td> </tr> </table>		Total cost: \$7,622,443	Funding source: Funding for this service is included in the First, Fourth, and Fifth Supervisorial District's Proposition A Local Return Transit Operations Fund (Fund CP6 – Services & Supplies Appropriation) Fiscal Year 2022-23 Budget. Funds to finance the contract's option years and 10 percent additional funding for contingencies will be requested through the annual budget process.	TERMS (if applicable): Initial term of 6 months plus 5 additional 1-year renewal options and a month-to-month extension up to 6 months.		Explanation:	
Total cost: \$7,622,443	Funding source: Funding for this service is included in the First, Fourth, and Fifth Supervisorial District's Proposition A Local Return Transit Operations Fund (Fund CP6 – Services & Supplies Appropriation) Fiscal Year 2022-23 Budget. Funds to finance the contract's option years and 10 percent additional funding for contingencies will be requested through the annual budget process.							
TERMS (if applicable): Initial term of 6 months plus 5 additional 1-year renewal options and a month-to-month extension up to 6 months.								
Explanation:								
PURPOSE OF REQUEST	Public Works is seeking Board approval to award a services contract to Empire Transportation, Inc., a Community Business Enterprise, to provide dial-a-ride services in the unincorporated County communities of Avocado Heights, Bassett, Hacienda Heights, Rowland Heights, South San Gabriel, and unincorporated County areas surrounding the cities of Covina, La Puente, West Covina, and Whittier.							
BACKGROUND (include internal/external issues that may exist including any related motions)	Approval of the recommended action will award a contract to Empire Transportation, Inc., a Community Business Enterprise, for dial-a-ride services in the unincorporated County communities of Avocado Heights, Bassett, Hacienda Heights, Rowland Heights, South San Gabriel, and unincorporated County areas surrounding the cities of Covina, La Puente, West Covina, and Whittier. These services will provide eligible elderly and persons with disabilities in these communities with transportation to health care facilities, shopping centers, senior centers, and other destinations.							
EQUITY INDEX OR LENS WAS UTILIZED	<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 on 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							

	<p>Supervisory Districts. Public Works follows Federal contracting laws where applicable, State laws, Public Contract Code, and all Board contracting policies.</p> <p>Los Angeles County paratransit services such as Whittier, et al., dial-a-ride services provide transportation options for seniors and people with disabilities to attend medical appointments and to provide for their selfcare needs.</p>
SUPPORTS ONE OF THE NINE BOARD PRIORITIES	<p><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If Yes, please state which one(s) and explain how: Sustainability, by maintaining public transit service and making a more livable community.</p>
DEPARTMENTAL CONTACTS	<p>Name, Title, Phone # & E-mail:</p> <p>Steve Burger, Deputy Director, (626) 458-4018, cell (626) 476-9847, sburger@pw.lacounty.gov</p>

p:\aepub\service contracts\contract\eric\whittier dar\2021 ifb\rebid\05 award\board letter\whittier dar - fact sheet.docx

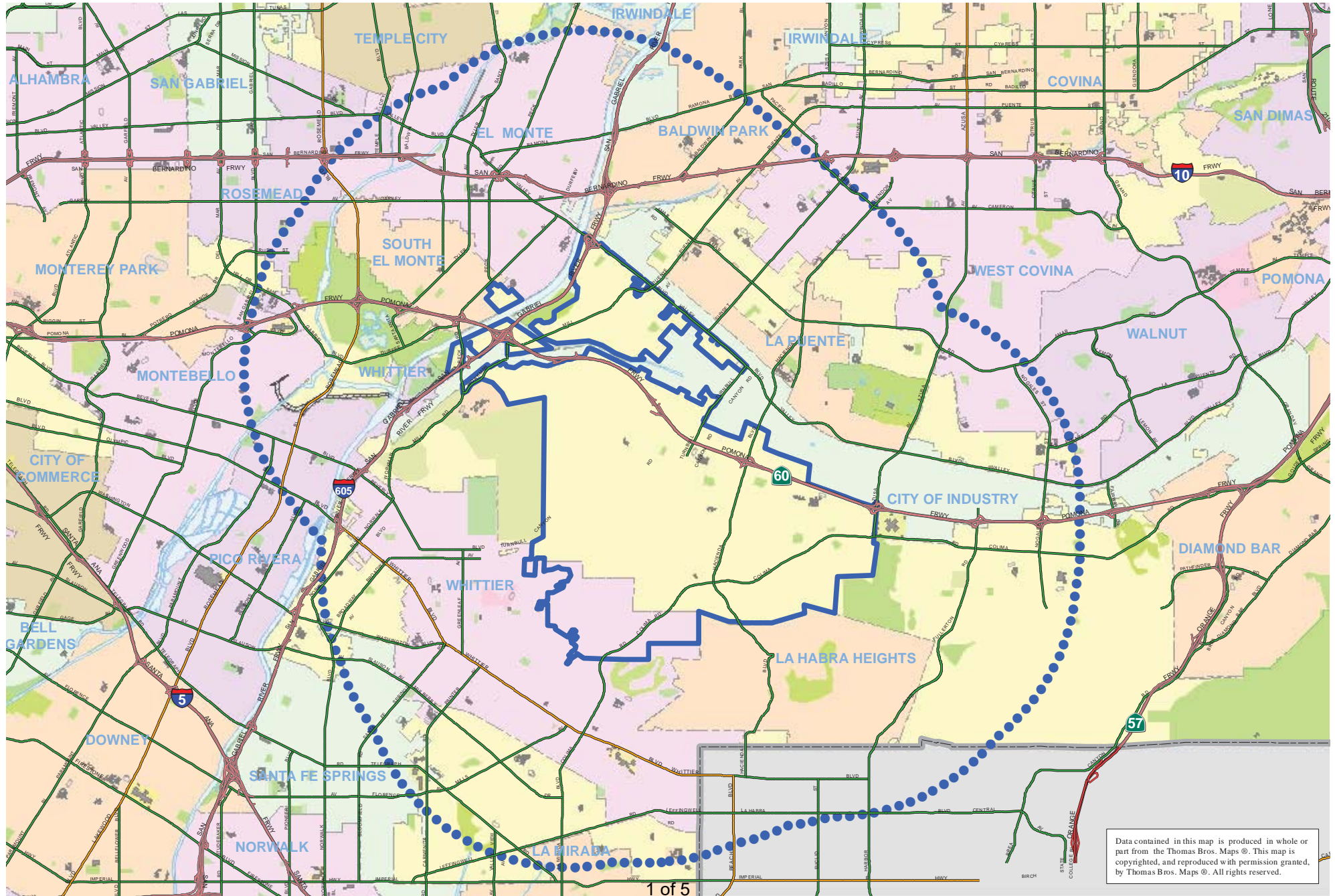




HACIENDA HEIGHTS UNINCORPORATED AREA

HACIENDA HEIGHTS DESTINATION SERVICE AREA

Hacienda Heights, Avocado Heights, Bassett

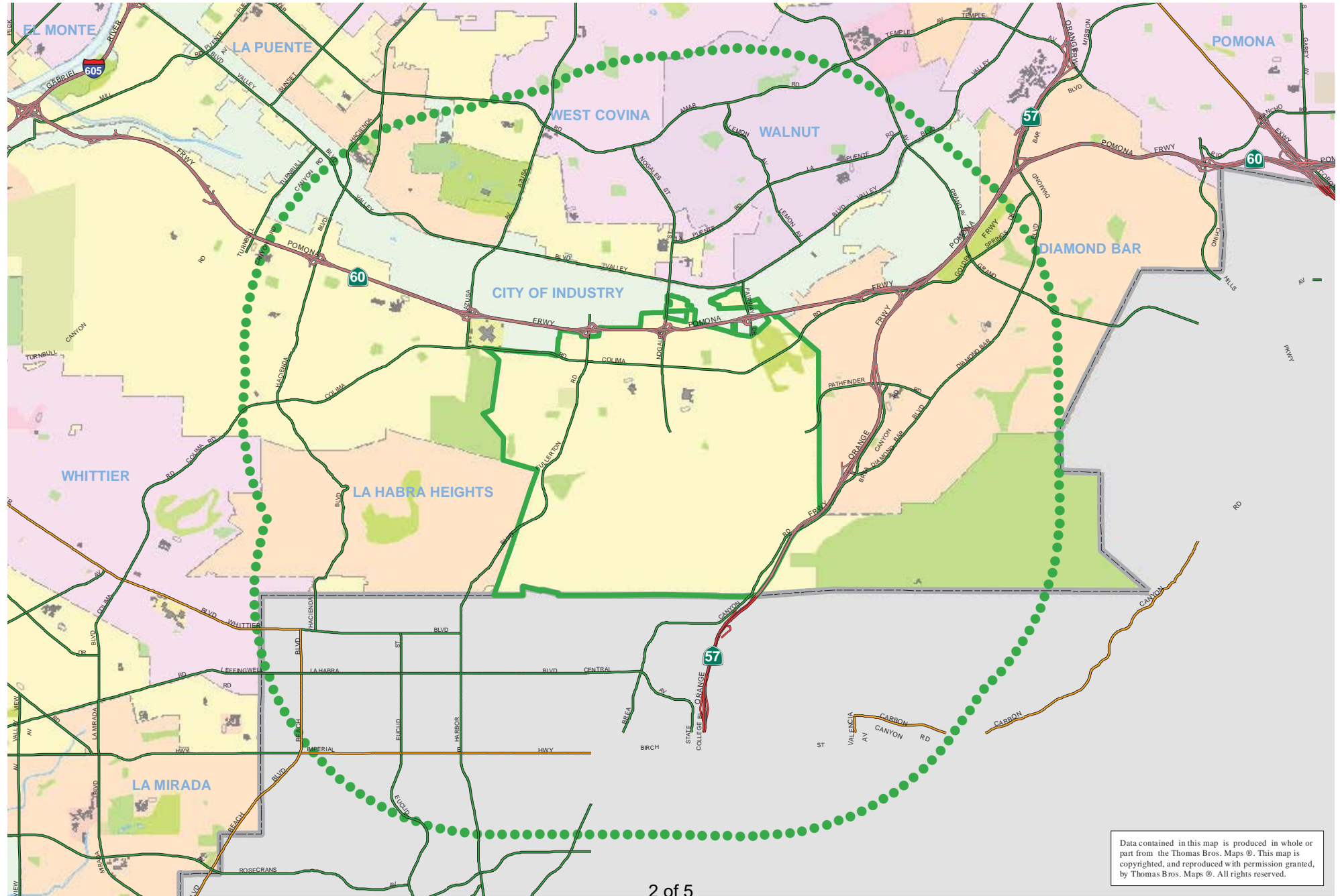
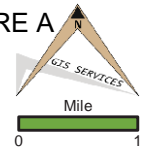
Unincorporated County, Dial-A-Ride Service Area



-  ROWLAND HEIGHTS UNINCORPORATED AREA
-  ROWLAND HEIGHTS DESTINATION SERVICE AREA

Rowland Heights

Unincorporated County, Dial-A-Ride Service Area



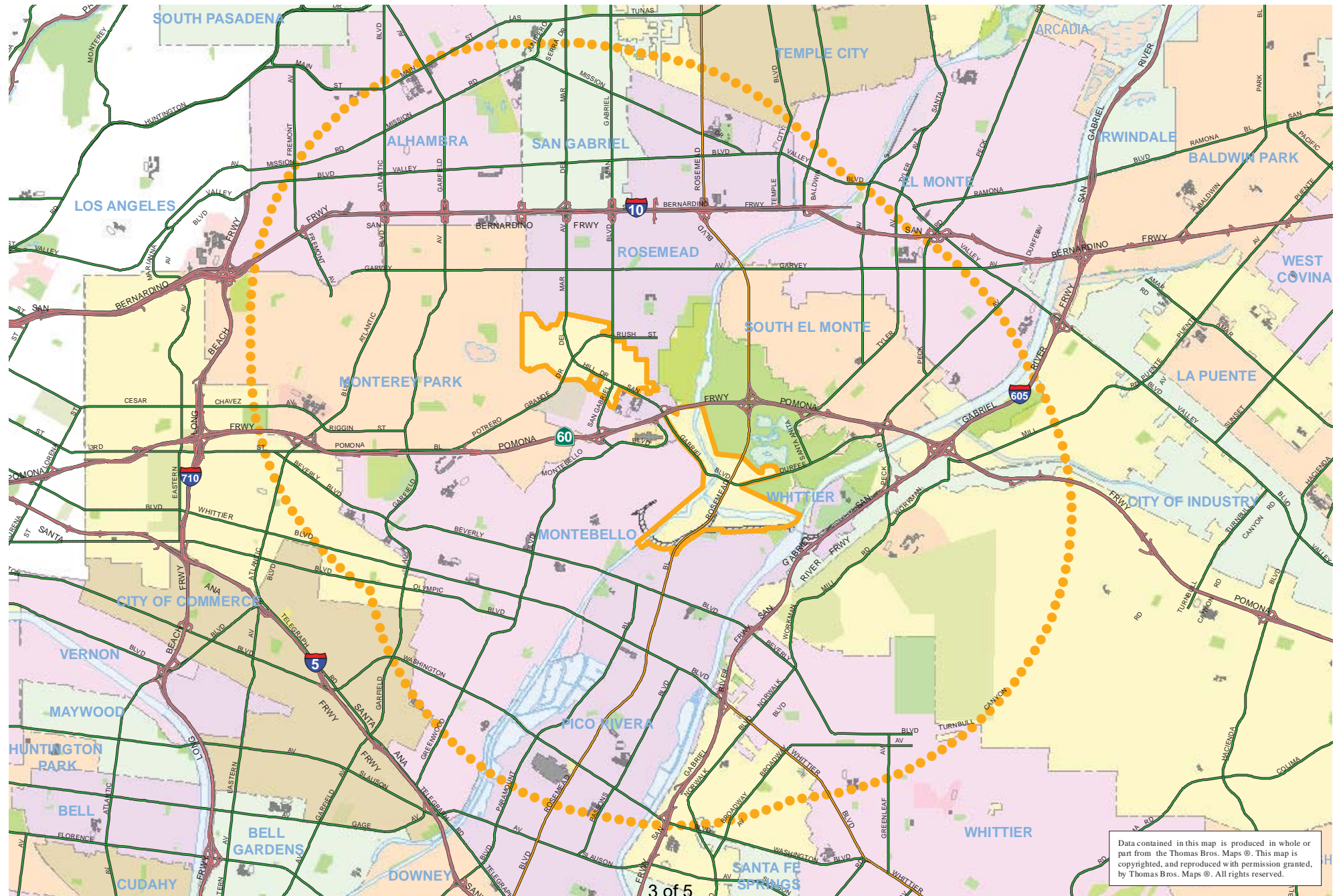
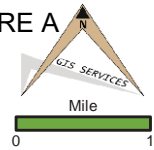
Data contained in this map is produced in whole or part from the Thomas Bros. Maps ©. This map is copyrighted, and reproduced with permission granted, by Thomas Bros. Maps ©. All rights reserved.



SOUTH SAN GABRIEL UNINCORPORATED AREA
SOUTH SAN GABRIEL DESTINATION SERVICE AREA

Unincorporated South San Gabriel

Unincorporated County, Dial-A-Ride Service Area



Data contained in this map is produced in whole or part from the Thomas Bros. Maps®. This map is copyrighted, and reproduced with permission granted, by Thomas Bros. Maps®. All rights reserved.



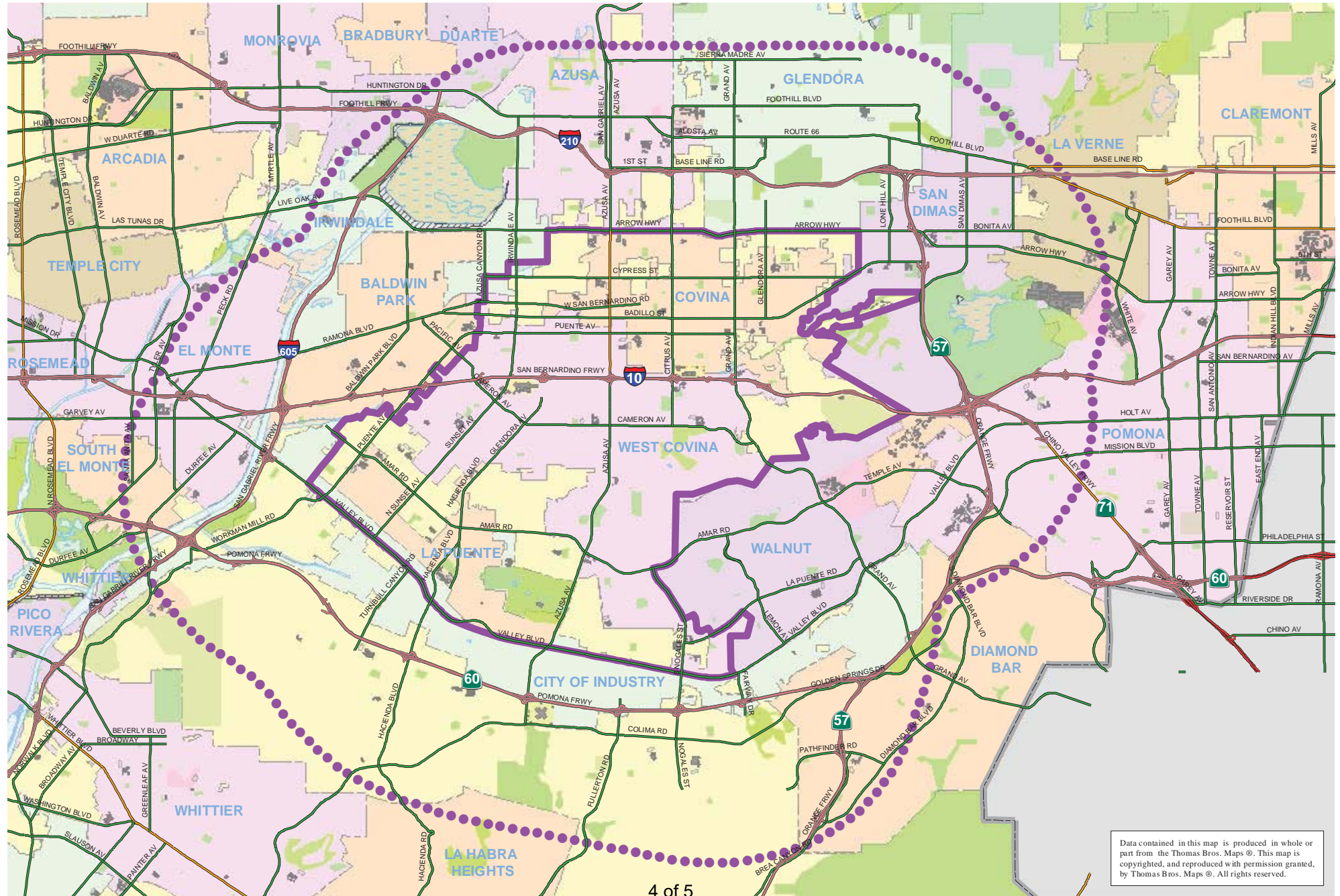
COVINA, WEST COVINA, LA PUENTE UNINCORPORATED AREA

COVINA, WEST COVINA, LA PUENTE DESTINATION SERVICE AREA

Unincorporated Areas of Covina, West Covina, and La Puente Unincorporated County, Dial-A-Ride Service Area



ENCLOSURE A



Data contained in this map is produced in whole or part from the Thomas Bros. Maps®. This map is copyrighted, and reproduced with permission granted, by Thomas Bros. Maps®. All rights reserved.



WHITTIER UNINCORPORATED AREA

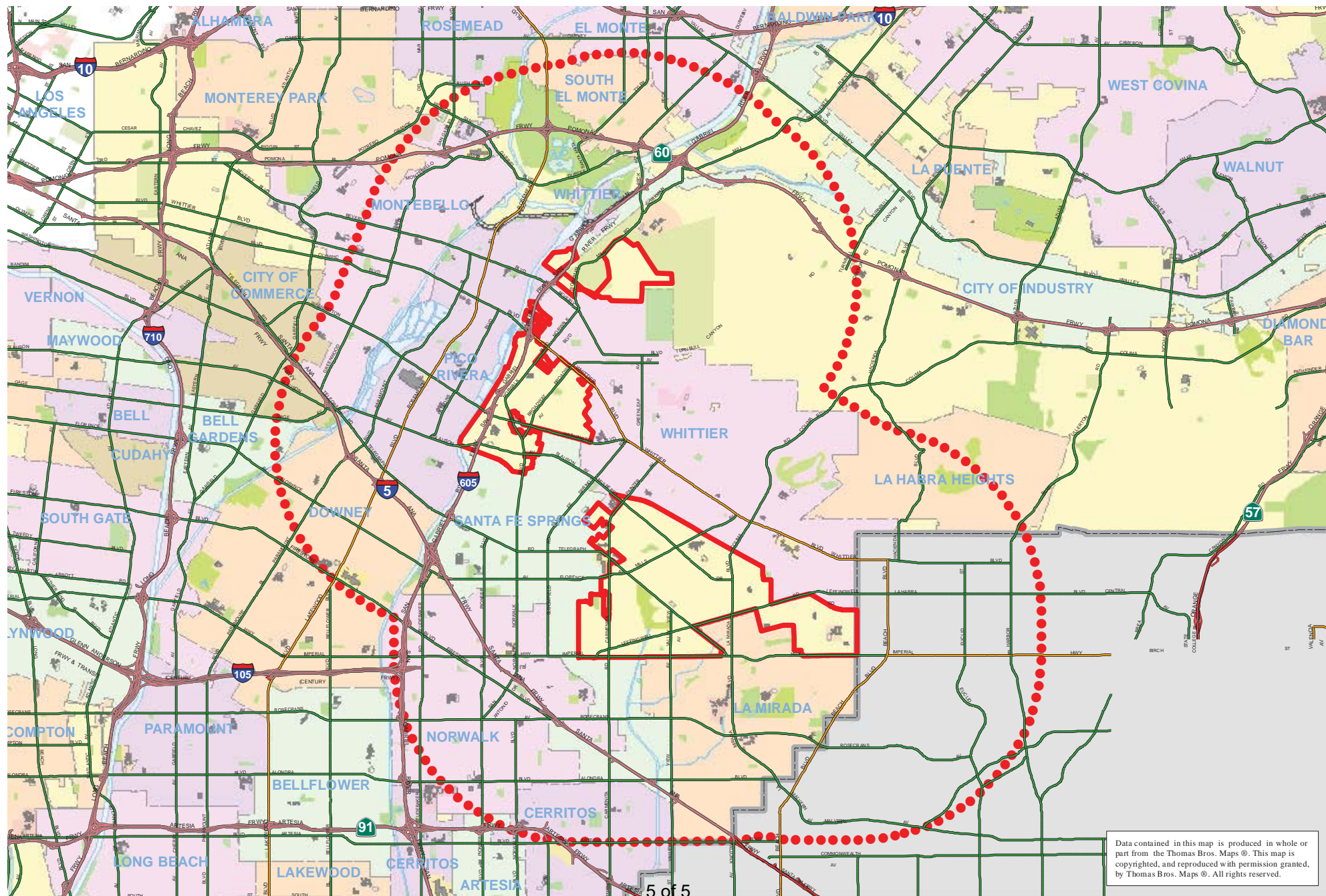
WHITTIER DESTINATION SERVICE AREA

Unincorporated Whittier

Unincorporated County, Dial-A-Ride Service Area



ENCLOSURE A



Data contained in this map is produced in whole or part from the Thomas Bros. Maps ©. This map is copyrighted, and reproduced with permission granted, by Thomas Bros. Maps ©. All rights reserved.



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:

November 1, 2022

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

Dear Supervisors:

**SERVICES CONTRACT
TRANSPORTATION CORE SERVICE AREA
WHITTIER, ET AL., DIAL-A-RIDE SERVICES IN THE
UNINCORPORATED COUNTY COMMUNITIES OF AVOCADO HEIGHTS,
BASSETT, HACIENDA HEIGHTS, ROWLAND HEIGHTS, SOUTH SAN GABRIEL,
AND UNINCORPORATED COUNTY AREAS SURROUNDING THE CITIES OF
COVINA, LA PUENTE, WEST COVINA, AND WHITTIER
(SUPERVISORIAL DISTRICTS 1, 4, AND 5)
(3 VOTES)**

SUBJECT

Public Works is seeking Board approval to award a services contract to Empire Transportation, Inc., a Community Business Enterprise, to provide dial-a-ride services in the unincorporated County communities of Avocado Heights, Bassett, Hacienda Heights, Rowland Heights, South San Gabriel, and unincorporated County areas surrounding the cities of Covina, La Puente, West Covina, and Whittier.

IT IS RECOMMENDED THAT THE BOARD:

1. Find that the contract work is statutorily exempt from the provisions of the California Environmental Quality Act for the reasons stated in this Board letter and in the record of the project.
2. Find that these services can be more economically performed by an independent contractor than by County employees.

3. Award and direct the Chair to execute a contract for dial-a-ride services with Empire Transportation, Inc., a Community Business Enterprise for Whittier, et al. This contract will be for a period of 6 months with five 1-year renewal options and a month-to-month extension up to 6 months for a maximum potential contract term of 72 months and a maximum potential contract sum of \$7,622,443.
4. Delegate authority to the Director of Public Works or his designee to renew this contract for each additional renewal option and extension period if, in the opinion of the Director of Public Works or his designee, Empire Transportation, Inc., a Community Business Enterprise, has successfully performed during the previous contract period, and the services are still required; to approve and execute amendments to incorporate necessary changes within the scope of work; and to suspend work if, it is in the best interest of the County to do so.
5. Delegate authority to the Director of Public Works or his designee to annually increase the contract amount up to an additional 10 percent of the annual contract sum, which is included in the maximum potential contract sum for unforeseen additional work within the scope of the contract, if required.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of the recommended action will award a contract to Empire Transportation, Inc., a Community Business Enterprise, for a dial-a-ride service in the unincorporated County communities of Avocado Heights, Bassett, Hacienda Heights, Rowland Heights, South San Gabriel, and unincorporated County areas surrounding the cities of Covina, La Puente, West Covina, and Whittier. These services will provide eligible elderly and persons with disabilities in these communities with transportation to health care facilities, shopping centers, senior centers, and other destinations within the defined service areas, as shown in Enclosure A.

The contract also includes the cost for major vehicle repairs; graphics; and automated transit vehicle system devices, including vehicle locators and video camera equipment for County-provided service vehicles in accordance with the contract.

The current contract will expire on December 31, 2022. The award of this contract will continue the current services by the recommended contractor.

Implementation of Strategic Plan Goals

These recommendations support the County Strategic Plan: Strategy II.2, Support the Wellness of our Communities, Objective II.2.4, Promote Active and Healthy Lifestyles by contracting with the contractor that has the specialized expertise to provide these services

accurately, efficiently, timely, and in a responsive manner will support Public Works in meeting these goals.

FISCAL IMPACT/FINANCING

There will be no impact to the County General Fund.

The contract amounts below are based on Public Works' estimated annual utilization of the contractor's service at the prices quoted by the contractor. The sums for each term of the maximum contract period if all optional renewal periods are exercised is as follows:

The sum for the initial 6-month term is \$612,802.

The sum for the first option term is \$1,240,866.

The sum for the second option term is \$1,256,261.

The sum for the third option term is \$1,271,694.

The sum for the fourth option term is \$1,287,088.

The sum for the fifth and final option term is \$1,302,488.

The sum for the month-to-month option to extend up to 6 months is \$651,244.

The maximum potential contract sum is \$7,622,443 with a maximum contract period of 72 months. The total maximum potential contract amount includes major vehicle repairs; graphics; and automated transit vehicle system devices, including vehicle locators and video camera equipment for County-provided service vehicles; and 10 percent of the annual contract sum for unforeseen additional work within the scope of the contract.

Funding for these services is included in the First, Fourth, and Fifth Supervisorial District's Proposition A Local Return Transit Operations Fund (Fund CP6 - Services and Supplies) Fiscal Year 2022-23 Budget. Funds to finance the contract's option years and 10 percent additional funding for contingencies will be requested through the annual budget process.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The recommended contractor Empire Transportation, Inc., a Community Business Enterprise, is located in Bellflower, California. This contract will commence on January 1, 2023, or upon the Board's approval, whichever occurs last, for a period of 6 months. With the Board's delegated authority, Public Works may renew the contract for five 1-year renewal options and a month-to-month extension up to 6 months for a maximum potential total contract term of 72 months.

County Counsel has approved the recommended contract which has been executed by Empire Transportation, Inc., a Community Business Enterprise, Empire Transportation, Inc. (Enclosure B). The recommended contract was solicited on an open competitive basis and is in accordance with applicable Federal, State, and County requirements.

A standard services contract has been used that contains terms and conditions in compliance with the Board's ordinances, policies, and programs. Enclosure C reflects the proposer's utilization participation and Community Business Enterprise program information. Data regarding the proposer's minority participation is on file with Public Works. The contractor was selected upon final analysis and consideration without regard to race, creed, gender, or color.

This work is being contracted in accordance with procedures authorized under County Charter, Section 44.7, Part 3, and Chapter 2.121 (Contracting with Private Business) of the Los Angeles County Code. The mandatory requirements for contracting set forth in the Los Angeles County Code, Section 2.121.380, have been met.

Empire Transportation, Inc., has agreed to pay its employees the current Living Wage Rate approved by the Board on December 1, 2015, and to comply with the County's Living Wage reporting requirements. The County's Proposition A and Living Wage Ordinance provisions apply to this proposed contract, as County employees can perform these contracted services. The contract complies with all of the requirements of the County Code, Section 2.201.

Using methodology approved by the Auditor-Controller, the Proposition A cost analysis indicates that the recommended contracted services can be performed more economically by the private sector. The Auditor-Controller has reviewed these calculations and concurs.

This Proposition A contract does not allow cost-of-living adjustments for the optional renewal periods. This contract does contain a provision for monthly fuel cost adjustments.

ENVIRONMENTAL DOCUMENTATION

These services are statutorily exempt from the provisions of the California Environmental Quality Act, pursuant to Section 21080(b)(10) of the Public Resources Code. This exemption provides for the implementation of passenger or commuter transit services.

CONTRACTING PROCESS

A notice of the Request for Statement of Qualifications (RFSQ) was released in 2016, and 2019, and it is currently open continuous. RFSQ was placed on the County's "Doing Business with the County" website (Enclosure D); Public Works' "Do Business with Public Works" website; Twitter; and advertisement was placed in the *Los Angeles Times*. Also, Public Works informed 1,198 Local Small Business Enterprises; and 106 independent contractors, various business development centers, and municipalities about this business opportunity.

A total of ten Statement of Qualifications (SOQs) were received in response to the RFSQ. The SOQs were first reviewed to ensure they met the mandatory requirements outlined in the RFSQ. Ten SOQs were then evaluated by an evaluation committee consisting of Public Works staff, utilizing the informed averaging methodology for applicable criteria. The committee's evaluation was based on criteria described in the RFSQ, including experience, work plan, financial resources, performance history/references, and demonstrated controls over labor/payroll recordkeeping. Based on this evaluation, one of the ten SOQs did not receive a score equal to or above the evaluation's minimum passing score and was ineligible to be placed on the Qualified Contractors List. The remaining nine Statements of Qualifications received a passing score and were placed on the Qualified Contractors List.

On February 28, 2022, Public Works issued an Invitation for Bids soliciting bids from the apparent responsive and responsible vendors on the Qualified Contractors List. On March 29, 2022, one bid was received. The bid was evaluated based on the price category. Based on this evaluation, it is recommended that a contract be awarded to the apparent responsive and responsible contractor, Empire Transportation, Inc., a Community Business Enterprise, located in Bellflower, California. Public Works believes the contractor's price to be reasonable for the work requested.

Public Works has accessed available resources to review and assess the proposed contractor's past performance, history of Labor Law violations, and prior performance on County contract.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The award of this contract will continue the service without disruption to the public and will not result in the displacement of any County employees as this service is presently contracted with the private sector.

CONCLUSION

Please return one adopted copy of this Board letter along with the Contractor Execute and Department Conform originals of the contract to the Public Works, Business Relations and Contracts Division.

Respectfully submitted,

MARK PESTRELLA, PE
Director of Public Works

MP:JQ:ss

Enclosures

c: Chief Executive Office (Chia-Ann Yen)
County Counsel
Executive Office
Internal Services Department, Contracts Division

ENCLOSURE

November 1, 2022

**SERVICES CONTRACT
TRANSPORTATION CORE SERVICE AREA
WHITTIER, ET AL., DIAL-A-RIDE SERVICES IN THE
UNINCORPORATED COUNTY COMMUNITIES OF AVOCADO HEIGHTS,
BASSETT, HACIENDA HEIGHTS, ROWLAND HEIGHTS, SOUTH SAN GABRIEL,
AND UNINCORPORATED COUNTY AREAS SURROUNDING THE CITIES OF
COVINA, LA PUENTE, WEST COVINA, AND WHITTIER
(SUPERVISORIAL DISTRICTS 1, 4, AND 5)
(3 VOTES)**

This Board letter has large enclosures.
Click on the link to access:

[11.1.2022 -Whittier DAR \(FTP Large Enc\) \(rev\)](#)

BOARD LETTER CLUSTER FACT SHEET

☒ Board Letter

☐ Board Memo

☐ Other

CLUSTER AGENDA REVIEW DATE	10/12/2022		
BOARD MEETING DATE	11/1/2022		
SUPERVISORIAL DISTRICT AFFECTED	<input checked="" type="checkbox"/> All <input type="checkbox"/> 1 st <input type="checkbox"/> 2 nd <input type="checkbox"/> 3 rd <input type="checkbox"/> 4 th <input type="checkbox"/> 5 th		
DEPARTMENT(S)	Public Works		
SUBJECT	Award of services contract for on-call nonemergency removal of hazardous material.		
PROGRAM			
AUTHORIZES DELEGATED AUTHORITY TO DEPT	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
SOLE SOURCE CONTRACT	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
	If Yes, please explain why:		
DEADLINES/ TIME CONSTRAINTS	None.		
COST & FUNDING	Total cost: \$10,890,000	Funding source: Various Public Works Funds, including, but not limited to, Aviation Fund (M02), Public Works General Fund (A01), Road Fund (B03), Sewer Maintenance Districts Funds (GA9), Waterworks Districts Funds (N32, N63), and Internal Service Fund Budgets (B04), which some portion may be reimbursed by the Flood Control District Fund Budget (B07).	
	TERMS (if applicable): This contract will be for a period of 1 year with three 1-year renewal options and a month-to-month extension up to 6 months for a maximum potential contract term of 54 months.		
	Explanation:		
PURPOSE OF REQUEST	Public Works is seeking Board approval to award a service contract to Ocean Blue Environmental Services, Inc., a Community Business Enterprise, for on-call nonemergency removal of hazardous material throughout the County of Los Angeles.		
BACKGROUND (include internal/external issues that may exist including any related motions)	Approval of the recommended action will award a services contract to Ocean Blue Environmental Services, Inc., a Community Business Enterprise, to provide on-call and intermittent collection, transportation, and disposal of hazardous and contaminated waste from various Public Works facilities and jobsites in the manner required by local, State, Federal laws, and regulations governing such activities. This contract provides a specialty service in which Public Works has no expertise in performing. The current contract will expire on December 28, 2022. The award of this contract will continue the current services by the recommended contractor.		
EQUITY INDEX OR LENS WAS UTILIZED	<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.
SUPPORTS ONE OF THE NINE BOARD PRIORITIES	<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. This contract will ensure that our field facilities are maintained and clean from hazardous waste generated or collected at each location.
DEPARTMENTAL CONTACTS	Name, Title, Phone # & E-mail: Shari Afshari, Deputy Director, (626) 458-4008, cell (626) 695-3831, safshari@pw.lacounty.gov



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:

November 1, 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
PUBLIC CONTRACTING AND ASSET MANAGEMENT CORE SERVICE AREA
AWARD OF SERVICES CONTRACT
ON-CALL NONEMERGENCY REMOVAL OF HAZARDOUS MATERIAL
(ALL SUPERVISORIAL DISTRICTS)
(3 VOTES)**

SUBJECT

Public Works is seeking Board approval to award a services contract to Ocean Blue Environmental Services, Inc., a Community Business Enterprise, for on-call nonemergency removal of hazardous material throughout the County of Los Angeles.

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 the contract for on-call nonemergency removal of hazardous material to Ocean Blue Environmental Services, Inc., a Community Business Enterprise. This services 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 \$10,890,000.
3. Delegate authority to the Director of Public Works or his designee to execute the contract; to renew the contract for each additional renewal option and extension period if, in the opinion of the Director of Public Works or his designee, Ocean Blue Environmental Services, Inc., has successfully performed during the previous contract period, and the services are still required; to approve and execute amendments to incorporate necessary changes within the scope of work; and to suspend work if, it is in the best interest of the County to do so.
4. Delegate authority to the Director of Public Works or his designee to annually increase the contract amount up to an additional 10 percent of the annual contract sum, for unforeseen additional work within the scope of the contract if required, and to adjust the annual contract 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 a services contract to Ocean Blue Environmental Services, Inc., to provide on-call and intermittent collection, transportation, and disposal of hazardous and contaminated waste from various Public Works facilities and jobsites in the manner required by local, State, and Federal laws and regulations governing such activities. This contract provides a specialty service for which Public Works has no expertise or equipment. The current contract will expire on December 28, 2022. The award of this contract will continue the current services by the recommended contractor.

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, by contracting this contractor that has the specialized expertise to provide these services accurately, efficiently, timely, and in a responsive manner.

FISCAL IMPACT/FINANCING

The contract is for an annual amount of \$2,420,000 which includes a contingency of \$220,000 for unforeseen additional work within the scope of the contract and cost-of-living adjustments in accordance with the contract. Any unused authorized amounts up to 25 percent from the previous contract terms will roll over into subsequent renewal terms. This amount is based on unit rates quoted by the contractor and our estimated annual utilization of the contractor's service.

This contract will be for a term of 1 year commencing on November 1, 2022, or upon the Board's approval and execution by both parties, whichever occurs last, 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 \$10,890,000. Adjustments will be made to the annual contract 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 term of the contract.

Total expenditures for these services will not exceed the amount approved by the Board. Sufficient funding for the services is available in various Public Works' funds (Services and Supplies) FY 2022-23 Budgets. Funds to finance the remainder of the agreement term and optional years will be requested through the annual budget process.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The recommended contractor, Ocean Blue Environmental Services, Inc., is located in Long Beach, California. This contract will commence on November 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 the contract for three 1-year renewal options and a month-to-month extension up to 6 months for a maximum potential total contract term of 54 months.

County Counsel will review the contract as to form (Enclosure A) prior to execution. The recommended contract with Ocean Blue Environmental, Inc., was solicited on an open-competitive basis and is in accordance with applicable Federal, State, and County requirements.

A standard service contracts has been used that contains terms and conditions in compliance with the Board's ordinances, policies, and programs. Enclosure B reflects the proposers' utilization participation and community business enterprise program information. Data regarding the proposers' minority participation is on file with Public Works. The contractor was selected upon final analysis and consideration without regard to race, creed, sex, 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 this contract. In addition, the contractor understands and agrees that the contract work involves public works as defined by Section 1720 of the California Labor Code. The contractor represents and warrants that the contract is in full compliance with the applicable provisions of the Labor Code relating to payment of prevailing wages for all prevailing wage work.

The contract includes 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 it meets the criteria set forth in Section 15301 of the California Environmental Quality Act.

CONTRACTING PROCESS

On January 20, 2022, 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, and 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*. Also, Public Works informed 1660 Local Small Business Enterprises; 192 Disabled Veteran Business Enterprises; 189 Social Enterprises; 873 Community Business Enterprises; and 127 independent contractors, various business development centers, and municipalities about this business opportunity.

On February 10, 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/quality assurance program, and references, utilizing the informed averaging methodology for applicable criteria. Based on this evaluation, it is recommended that this contract be awarded to the highest-rated, lowest cost, apparent responsive and responsible proposer, Ocean Blue Environmental Services, Inc., a Community Business Enterprise, located in Long Beach, California.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The award of this contract will continue the services without disruption to the public and will not result in the displacement of any County employees as this service is presently contracted with the private sector.

CONCLUSION

Please return one adopted copy of this Board letter 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 (Chia-Ann Yen)
County Counsel
Executive Office

AGREEMENT FOR
ON CALL NON-EMERGENCY REMOVAL OF HAZARDOUS MATERIAL

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 Ocean Blue Environmental Services, Inc., a California Corporation, located at 925 West Esther Street, Long Beach, California 90813, (hereinafter referred to as CONTRACTOR).

WITNESSETH

FIRST: The CONTRACTOR, for the consideration hereinafter set forth and the acceptance by the Board of Supervisors (Board) of said COUNTY of the CONTRACTOR'S Proposal filed with the COUNTY on February 10, 2022, hereby agrees to provide services as described in this Contract for On-Call Non-emergency Removal of Hazardous Material.

SECOND: This AGREEMENT, together with Exhibit A, Scope of Work; 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, List of Public Works Facilities; 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 of Public Works, to pay the CONTRACTOR pursuant to the Schedule of Prices set forth in the Proposal and attached hereto as Form PW-2, an amount not to exceed \$533,660 per year, plus any unused authorized amounts up to 25% from the previous contract terms will roll over into subsequent renewal 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 on December 1, 2022, or upon Board's 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 period and a six month-to-month extension, for a maximum total Contract term of four 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 upon completion, in arrears, for the work performed during the preceding month. Work performed shall be billed at the hourly rates quoted in Form PW-2, 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 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.

//
//
//
//
//
//
//
//
//
//
//
//
//
//
//
//

IN WITNESS WHEREOF, the COUNTY has, by order of its Board of Supervisors, caused these presents to be subscribed by the Director of Public Works, and the CONTRACTOR has subscribed its name by and through its duly authorized officers, as of the day, month, and year first written above.

COUNTY OF LOS ANGELES

By _____
Director of Public Works

APPROVED AS TO FORM:

DAWYN R. HARRISON
Acting County Counsel

By _____
Deputy

Type/Print Name

[NAME OF CONTRACTOR]

By _____
Its President

Type/Print Name

By _____
Its Secretary

Type/Print Name

**PROPOSERS' UTILIZATION PARTICIPATION AND COMMUNITY BUSINESS ENTERPRISE PROGRAM INFORMATION FOR
ON CALL NONEMERGENCY REMOVAL OF HAZARDOUS MATERIAL**

SELECTED FIRMS

	Small-Sized Business Category Proposer Name	Local SBE	SBE	Minority	LGBTQQ
1	None	N/A	N/A	N/A	N/A
	Medium-Sized Business Category Proposer Name				
2	Ocean Blue Environmental Services, Inc.	N/A	N/A	✓	N/A
	Large-Sized Business Category Proposer Name				
3	None	N/A	N/A	N/A	N/A

NON-SELECTED FIRMS

	Small-Sized Business Category Proposer Name	Local SBE	SBE	Minority	LGBTQQ
4	None	N/A	N/A	N/A	N/A
	Medium-Sized Business Category Proposer Name	Local SBE	SBE	Minority	LGBTQQ
5	Hunter Consulting, Inc., dba HCI Environmental & Engineering Services	N/A	N/A	N/A	N/A
	Large-Sized Business Category Proposer Name	Local SBE	SBE	Minority	LGBTQQ
6	Environmental Logistics, Inc.	N/A	N/A	N/A	N/A

*Information provided by proposers in response to the Request for Proposal. On final analysis and consideration of award, vendors were selected without regard to race, creed, gender, or color.

**PROPOSERS' UTILIZATION PARTICIPATION AND COMMUNITY BUSINESS ENTERPRISE PROGRAM INFORMATION FOR
ON CALL NONEMERGENCY REMOVAL OF HAZARDOUS MATERIAL**

FIRM INFORMATION*		Ocean Blue Environmental Services, Inc.	Environmental Logistics, Inc.	Hunter Consulting, Inc., dba HCI Environmental & Engineering Service
BUSINESS STRUCTURE		Corporation	Corporation	Corporation
CULTURAL/ETHNIC COMPOSITION		NUMBER/% OF OWNERSHIP		
OWNERS/PARTNERS	Black/African American	0	0	0
	Hispanic/Latino	2/100%	0	0
	Asian or Pacific Islander	0	0	0
	American Indian	0	0	0
	Filipino	0	0	0
	White	0	1/100%	0
	<i>Female (included above)</i>	1/51%	0	0
		NUMBER		
MANAGER	Black/African American	0	0	0
	Hispanic/Latino	7	5	0
	Asian or Pacific Islander	1	0	1
	American Indian	0	0	0
	Filipino	0	0	0
	White	5	3	6
	<i>Female (included above)</i>	0	2	4
STAFF	Black/African American	6	3	4
	Hispanic/Latino	30	85	13
	Asian or Pacific Islander	0	0	0
	American Indian	0	0	0
	Filipino	0	0	0
	White	2	20	11
	<i>Female (included above)</i>	3	30	9
Total No. of Employees		51	116	35
COUNTY CERTIFICATION				
CBE		Y	N	N
LSBE		N	N	N
OTHER CERTIFYING AGENCY		Supplier Clearinghouse	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/)



Powered by ISD | [Contact Us](#)

[Home \(/LACoBids/\)](#) / [Admin \(/LACoBids/Admin/\)](#) / [Open Solicitations \(/LACoBids/Admin/BidList?page=1&TextSearch=hazardous%20material&FieldSort=BidTitle&DirectionSort=Asc\)](#) / [Update Solicitation](#)

Fields with asterisk (*) are required.

[Help \(/LACoBids/Content/HelpAdmin.html#BidAdminUpdate\)](#)

Solicitation Information

Solicitation Number: *	<input type="text" value="BRC0000244"/>	Type: *	<input type="text" value="Service"/>
Department: *	<input type="text" value="Public Works"/>	Amount \$:	<input type="text" value="1500000"/>
Open Date: *	<input type="text" value="1/20/2022"/>	Open Continuous:	<input type="checkbox"/> (Check the box if the bid is for open continuous with no Close Date)
Close Date: *	<input type="text" value="2/10/2022"/>	Close Time: *	Hour: <input type="text" value="05"/> Minute: <input type="text" value="30"/> PM <input type="text" value=""/>
Title: *	<input type="text" value="On-Call Nonemergency Removal of Hazardous Material"/>		
Description: *	<div>PLEASE TAKE NOTICE that Public Works requests proposals for the On-Call Nonemergency Removal of Hazardous Material (BRC0000244) contract. This contract has been designed to have a potential maximum contract term of 4 years, consisting of an initial 1-year term and potential additional three 1-year option renewals. The total annual contract amount of this service is estimated to be \$1,500,000. The Request for Proposals (RFP) with contract specifications, forms, and instructions for preparing and submitting proposals may be accessed at http://pw.lacounty.gov/brcd/servicecontracts/ or may be requested from Messrs. Jairo Flores at (626) 458-4069 or jflores@pw.lacounty.gov or Benjamin Sandoval at (626) 458-7334 or bsandoval@pw.lacounty.gov. Monday through Thursday 7 a.m. to 5 p.m.</div>		
Commodity/Service Code: *	<input type="text" value="92645"/> <input type="button" value="Search and Add"/>	Attachment:	Number of files attached: 0 <input type="button" value="Add/Delete File"/>
Solicitation Amendment:	Number of amendments added: 0 <input type="button" value="Add/Update Amendment"/>		

Contact Information

Contact Name: *	<input type="text" value="Jairo Flores"/>	Contact Email: *	<input type="text" value="JFlores@pw.lacounty.gov"/>
Contact Phone: *	<input type="text" value="626"/> - <input type="text" value="458"/> - <input type="text" value="4069"/> Ext: <input type="text" value=""/>		



lacounty.gov

Los Angeles County Solicitations (/LACoBids/)

Submit

Cancel (/LACoBids/Admin/Initiate)



Powered by ISD | [Contact Us](#)



Powered by ISD | [Contact Us](#)

BOARD LETTER/MEMO CLUSTER FACT SHEET

☒ Board Letter

☐ Board Memo

☐ Other

CLUSTER AGENDA REVIEW DATE	10/12/2022			
BOARD MEETING DATE	11/1/2022			
SUPERVISORIAL DISTRICT AFFECTED	<input type="checkbox"/> All <input checked="" type="checkbox"/> 1 st <input type="checkbox"/> 2 nd <input type="checkbox"/> 3 rd <input type="checkbox"/> 4 th <input type="checkbox"/> 5 th			
DEPARTMENT(S)	Public Works			
SUBJECT	Award of Services Contract for Street Sweeping Services for the Area of Valinda/Hacienda Heights			
PROGRAM				
AUTHORIZES DELEGATED AUTHORITY TO DEPT	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No			
SOLE SOURCE CONTRACT	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain why:			
DEADLINES/ TIME CONSTRAINTS	The current contract will expire on October 28, 2022.			
COST & FUNDING	<table border="1" style="width: 100%;"> <tr> <td style="width: 50%;">Total cost: \$ 7,988,613</td><td style="width: 50%;">Funding source: Road Fund (B03) Fiscal Year 2022-23 Budget (Services and Supplies)</td></tr> </table> TERMS (if applicable): This contract will be for a period of 1 year with three 1-year renewal options and a month-to-month extension up to 6 months for a maximum potential contract term of 54 months. Explanation:		Total cost: \$ 7,988,613	Funding source: Road Fund (B03) Fiscal Year 2022-23 Budget (Services and Supplies)
Total cost: \$ 7,988,613	Funding source: Road Fund (B03) Fiscal Year 2022-23 Budget (Services and Supplies)			
PURPOSE OF REQUEST	Public Works is seeking Board approval to award a services contract to CleanStreet, LLC, for street sweeping services in the unincorporated area of Valinda/Hacienda Heights.			
BACKGROUND (include internal/external issues that may exist including any related motions)	Approval of the recommended action will award a services contract to CleanStreet, LLC, to provide street sweeping services to maintain the streets, alleys, and curbed medians within the unincorporated County area of Valinda/Hacienda Heights. The work to be performed will consist of street sweeping 370 curb miles and 1 paved alley mile weekly. The award of this contract will continue the current service by the recommended contractor.			
EQUITY INDEX OR LENS WAS UTILIZED	<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 on 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. This contract will continue to provide street sweeping services to the area of Valinda/Hacienda Heights in the First Supervisorial District.			
SUPPORTS ONE OF THE NINE BOARD PRIORITIES	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please state which one(s) and explain how: Supports Priority No. 5, Environmental Health Oversight and Monitoring, by removing dirt, debris and pollutants from County maintained roadways, alleys, and waterways.			

	Sweeping County maintained roadways and alleys provides ample health and environmental benefits including, but not limited to, the removal of sediment, litter, metals, leaves and other organics and particulate matter from roadways, alleys, and waterways.
DEPARTMENTAL CONTACTS	Name, Title, Phone # & Email: Steve Burger, Deputy Director, (626) 458-4018, cell (626) 476-9847 sburger@pw.lacounty.gov

P:\aepub\Service Contracts\CONTRACT\Jessica\Street Sweeping\2022\Valinda_Hacienda - REBID\04 AWARD\BOARD LETTER\Valinda HH - 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:

November 1, 2022

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

Dear Supervisors:

**SERVICES CONTRACT
TRANSPORTATION CORE SERVICE AREA
AWARD OF A SERVICES CONTRACT
STREET SWEEPING SERVICES FOR THE AREA OF
VALINDA/HACIENDA HEIGHTS
(SUPERVISORIAL DISTRICT 1)
(3 VOTES)**

SUBJECT

Public Works is seeking Board approval to award a services contract to CleanStreet, LLC, for street sweeping services in the unincorporated area of Valinda/Hacienda Heights.

IT IS RECOMMENDED THAT THE BOARD:

1. Find that the contract work is categorically exempt from the provisions of the California Environmental Quality Act for the reasons stated and in the record of the project.
2. Find that this service can be more economically performed by an independent contractor than by County employees.
3. Award and direct the Chair of the Board to execute the contract with CleanStreet, LLC for street sweeping services for the area of Valinda/Hacienda Heights. This contract will be for a period of 1 year with three 1-year renewal options and a month-to-month extension up to

6 months for a maximum potential contract term of 54 months and a maximum potential contract sum of \$7,988,613, which includes \$660,216 for disposal and fuel adjustments in accordance with the contract terms. The sum for the initial term is \$1,536,704, which includes \$127,001 disposal and fuel adjustments; the sum for the first optional term is \$1,665,921, which includes \$137,680 disposal and fuel adjustments; the sum for the second optional term is \$1,821,130, which includes \$150,507 disposal and fuel adjustments; the sum for the third and last optional term is \$1,976,572, which includes \$163,354 disposal and fuel adjustments; and a month-to-month extension up to 6 months is \$988,286, which includes \$81,677 for disposal and fuel adjustments.

4. Delegate authority to the Director of Public Works or his designee to renew the contract for each additional renewal option and extension period if, in the opinion of the Director of Public Works or his designee, CleanStreet, LLC, has successfully performed during the previous contract period, and the services are still required; to approve and execute amendments to incorporate necessary changes within the scope of work; and to suspend work if, it is in the best interest of the County to do so.
5. Delegate authority to the Director of Public Works or his designee to annually increase the amount of the contract up to an additional 10 percent of the annual contract sum, which is included in the maximum potential contract sum for unforeseen additional work within the scope of the contract if required.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of the recommended action will award a services contract to CleanStreet, LLC, to provide street sweeping services to maintain the streets, alleys, and curbed medians within the unincorporated County area of Valinda/Hacienda Heights. The work to be performed will consist of street sweeping 370 curb miles and 1 paved alley mile weekly.

The award of this contract will continue the current services by the recommended contractor.

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, by contracting with the contractor that has the specialized expertise to provide these services accurately, efficiently, timely, and in a responsive and cost-effective manner.

The recommended action allows for the County to reduce stormwater pollution while improving the environmental and social well-being of our communities so that they may thrive now and into the future

FISCAL IMPACT/FINANCING

There will be no impact to the County General Fund.

These amounts are based on Public Works' estimated annual utilization of the contractor's service at the prices quoted by the contractor. The terms and sums for each term of the maximum contract period if all optional renewal periods are exercised is as follows:

The sum for the initial term is \$1,270,004.

The sum for the first option term is \$1,376,794.

The sum for the second option term is \$1,505,066.

The sum for the third and final option term is \$1,633,531.

The sum for the month-to-month option to extend up to 6 months is \$816,766.

Any unused authorized amounts up to 25 percent from the previous contract terms will roll over into subsequent renewal terms, including the month-to-month extensions up to 6 months. The maximum potential contract sum is \$7,988,613, which includes \$660,216 (10 percent of annual amount) for disposal and fuel cost adjustments plus 10 percent of the annual contract sum for unforeseen additional work within the scope of the contract in accordance with the contract for the maximum contract period of 54 months.

Funding for this service is included in the Road Fund (B03) Fiscal Year 2022-23 Budget (Services and Supplies). Funds to finance the contract's option years, disposal and fuel adjustments, and 10 percent additional funding for contingencies will be requested through the annual budget process.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The recommended contractor, CleanStreet, LLC, is located in Gardena, California. This contract will commence on November 1, 2022, or upon the Board's approval whichever occurs last, for a period of 1 year. With the Board's delegated authority, Public Works may renew this contract for three 1-year renewal options and a month-to-month extension up to 6 months for a maximum potential total contract term of 54 months.

County Counsel has approved the recommended contract and has been executed by CleanStreet, LLC (Enclosure A). The recommended contract was solicited on an open-competitive basis and is in accordance with applicable Federal, State, and County requirements.

A standard services contract has been used that contains terms and conditions in compliance with the Board's ordinances, policies, and programs. Enclosure B reflects the proposer's utilization participation and Community Business Enterprise program information. Data regarding the proposer's minority participation is on file with Public Works. The contractor was selected upon final analysis and consideration without regard to race, creed, sex, or color.

This work is being contracted in accordance with procedures authorized under County Charter, Section 44.7, Part 3, and Chapter 2.121 (Contracting with Private Business) of the Los Angeles County Code. The mandatory requirements for contracting set forth in the Los Angeles County Code, Section 2.121.380, have been met.

The contractor has agreed to pay its full-time employees the current Living Wage Rate approved by the Board on December 1, 2015, and to comply with the County's Living Wage reporting requirements. The County's Proposition A and Living Wage Ordinance provisions apply to this proposed contract, as County employees can perform these contracted services. The contract complies with all of the requirements of the County Code, Section 2.201. In addition, the contractor understands and agrees that this contract work involves public works as defined by Section 1720 of the California Labor Code. The contractor represents and warrants that the contract is in full compliance with the applicable provisions of the Labor Code relating to payment of prevailing wages for all prevailing wage work.

Using methodology approved by the Auditor-Controller, the Proposition A cost analysis indicates that the recommended contracted services can be performed more economically by the private sector. The Auditor-Controller has reviewed these calculations and concurs.

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 (c) of the California Environmental Quality Act.

CONTRACTING PROCESS

A notice of the Request for Statements of Qualifications (RFSQ) was released on March 17, 2015; March 20, 2017; February 11, 2019; June 15, 2021; February 10, 2022; and is currently open continuous. Six Statement of Qualifications (SOQ) were received on April 15, 2015, and one SOQ was received on March 11, 2019. The SOQs were first reviewed to ensure they met the mandatory requirements outlined in the RFSQ. All seven SOQs met these mandatory requirements. These seven SOQs were then evaluated by an evaluation committee consisting of Public Works staff utilizing the informed averaging methodology. The evaluation was based on criteria described in the RFSQ, including

experience, work plan, financial resources, references, and demonstrated control over labor/payroll recordkeeping. Based on this evaluation, one of the seven SOQs did not receive a score of equal to or above the evaluation's minimum passing score and was ineligible to be placed on the Qualified Contractors List. The remaining six SOQs received a passing score and were placed on the Qualified Contractors List.

On February 24, 2022, Public Works e-mailed a notice of the Invitations for Bids to the six vendors on the Qualified Contractors List that resulted from the RFSQ for street sweeping services in the area of Valinda/Hacienda Heights. 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, Twitter, and advertisements were placed in the *Los Angeles Daily Journal*, *Los Angeles Sentinel*, and *La Opinión*. Also, Public Works informed 1,460 Local Small Business Enterprises; 180 Disabled Veteran Business Enterprises; 168 Social Enterprises; 1,013 Community Business Enterprises; and 60 independent contractors, various business development centers, and municipalities about this business opportunity.

On March 16, 2022, one bid was received. The bid was first reviewed to ensure it met the mandatory requirements outlined in the Invitation for Bids and was evaluated based on the price category. Based on the evaluation, it is recommended that this contract be awarded to the apparent responsive and responsible bidder, CleanStreet, LLC, located in Gardena, California. Public Works believes the contractor's price to be reasonable for the work requested.

Public Works has accessed available resources to review and assess the proposed contractor's past performance, history of Labor Law violations, and prior performance on County contracts.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The award of this contract will continue the services without disruption to the public and will not result in the displacement of any County employees as these services are presently contracted with the private sector.

CONCLUSION

Please return one adopted copy of this Board letter along with the Contractor Execute and Department Conform originals of the contract to the Public Works, Business Relations and Contracts Division.

Respectfully submitted,

MARK PESTRELLA, PE
Director of Public Works

MP:JQ:ep

Enclosures

c: Chief Executive Office (Chia-Ann Yen)
County Counsel
Executive Office
Internal Services Department, Contracts Division

ENCLOSURE

November 1, 2022

**SERVICES CONTRACT
TRANSPORTATION CORE SERVICE AREA
AWARD OF A SERVICES CONTRACT
STREET SWEEPING SERVICES FOR THE AREA OF
VALINDA/HACIENDA HEIGHTS
(SUPERVISORIAL DISTRICT 1)
(3 VOTES)**

This Board letter has large enclosures.
Click on the link to access:

[11.01.22 - Valinda HH - Large Enc](#)

BOARD LETTER/MEMO CLUSTER FACT SHEET

☒ Board Letter

☐ Board Memo

☐ Other

CLUSTER AGENDA REVIEW DATE	10/12/2022		
BOARD MEETING DATE	11/1/2022		
SUPERVISORIAL DISTRICT AFFECTED	<input type="checkbox"/> All <input type="checkbox"/> 1 st <input type="checkbox"/> 2 nd <input type="checkbox"/> 3 rd <input checked="" type="checkbox"/> 4 th <input type="checkbox"/> 5 th		
DEPARTMENT(S)	Public Works		
SUBJECT	Award of Services Contract for Street Sweeping Services for the Area of West Whittier		
PROGRAM			
AUTHORIZES DELEGATED AUTHORITY TO DEPT	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
SOLE SOURCE CONTRACT	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain why:		
DEADLINES/ TIME CONSTRAINTS	The current contract will expire on October 28, 2022.		
COST & FUNDING	Total cost: \$2,306,647	Funding source: Road Fund (B03) Fiscal Year 2022-23 Budget (Services and Supplies)	
	TERMS (if applicable): This contract will be for a period of 1-year with three 1-year renewal options and a month-to-month extension up to 6 months for a maximum potential contract term of 54 months.		
	Explanation:		
PURPOSE OF REQUEST	Public Works is seeking Board approval to award a services contract to CleanStreet, LLC, for street sweeping services in the unincorporated areas of West Whittier.		
BACKGROUND (include internal/external issues that may exist including any related motions)	Approval of the recommended action will award a services contract to CleanStreet, LLC, to provide street sweeping services to maintain the streets, alleys, and curbed medians within the unincorporated County area of West Whittier. The work to be performed will consist of street sweeping 100 curb miles and 15 paved alley miles weekly. The award of this contract will continue the current service by the recommended contractor.		
EQUITY INDEX OR LENS WAS UTILIZED	<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 on 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. This contract will continue to provide street sweeping services to the area of West Whittier in the Fourth Supervisorial District.		

SUPPORTS ONE OF THE NINE BOARD PRIORITIES	<input type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please state which one(s) and explain how: Supports Priority No. 5 Environmental Health Oversight and Monitoring by removing dirt, debris, and pollutants from County maintained roadways, alleys, and waterways. Sweeping County maintained roadways and alleys provide ample health and environmental benefits including but not limited to the removal of sediment, litter, metals, leaves, and other organics and particulate matter from roadways, alleys, and waterways.
DEPARTMENTAL CONTACTS	Name, Title, Phone # & E-mail: Steve Burger, Deputy Director, (626) 458-4018, cell (626) 476-9847 <u>sburger@pw.lacounty.gov</u>



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:

November 1, 2022

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

Dear Supervisors:

**SERVICES CONTRACT
TRANSPORTATION CORE SERVICE AREA
AWARD OF SERVICES CONTRACT FOR
STREET SWEEPING SERVICES FOR THE AREA OF WEST WHITTIER
(SUPERVISORIAL DISTRICT 4)
(3 VOTES)**

SUBJECT

Public Works is seeking Board approval to award a services contract to CleanStreet, LLC, for street sweeping services in the unincorporated area of West Whittier.

IT IS RECOMMENDED THAT THE BOARD:

1. Find that the contract work is categorically exempt from the provisions of the California Environmental Quality Act for the reasons stated and in the record of the project.
2. Find that these services can be more economically performed by an independent contractor than by County employees.
3. Award and direct the chair of the Board to execute the contract for street sweeping services for the area of West Whittier to CleanStreet, LLC. This contract will be for a period of 1 year, with three 1-year renewal

options and a month-to-month extension up to 6 months for a maximum potential contract term of 54 months and a maximum potential contract sum of \$2,306,647, which includes \$190,632 for disposal and fuel adjustments in accordance with the contract terms. The sum for the initial term is \$469,346, which includes \$38,789 disposal and fuel adjustments; the sum for the first optional term is \$497,484, which includes \$41,115 disposal and fuel adjustments; the sum for the second optional term is \$517,275, which includes \$42,750 disposal and fuel adjustments; the sum for the third and last optional term is \$548,361, which includes \$45,320 disposal and fuel adjustments; and a month-to-month extension up to 6 months is \$274,181, which includes \$22,660 for disposal and fuel adjustments.

4. Delegate authority to the Director of Public Works or his designee to renew the contract for each additional renewal option and extension period if, in the opinion of the Director of Public Works or his designee, CleanStreet, LLC, has successfully performed during the previous contract period, and the services are still required; to approve and execute amendments to incorporate necessary changes within the scope of work; and to suspend work if, it is in the best interest of the County to do so.
5. Delegate authority to the Director of Public Works or his designee to annually increase the contract amount up to an additional 10 percent of the annual contract sum, which is included in the maximum potential contract sum for unforeseen additional work within the scope of the contract if required.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of the recommended action will award a services contract to CleanStreet, LLC, to provide street sweeping services to maintain the streets, alleys, and curbed medians within the unincorporated County area of West Whittier. The work to be performed will consist of street sweeping 100 curb miles and 15 paved alley miles weekly.

The award of this contract will continue the current services by the recommended contractor.

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, by contracting with the contractor that has the specialized expertise to provide these services accurately, efficiently, timely, and in a responsive and cost-effective manner.

The recommended action allows for the County to reduce stormwater pollution while improving the environmental and social well-being of our communities so that they may thrive now and into the future

FISCAL IMPACT/FINANCING

There will be no impact to the County General Fund.

These amounts are based on Public Works' estimated annual utilization of the contractor's service at the prices quoted by the contractor. The terms and sums for each term of the maximum contract period if all optional renewal periods are exercised is as follows:

The sum for the initial term is \$387,889.

The sum for the first option term is \$411,144.

The sum for the second option term is \$427,500.

The sum for the third and final option term is \$453,191.

The sum for the month-to-month option to extend up to 6 months is \$226,596.

Any unused authorized amounts up to 25 percent from the previous contract terms will roll over into subsequent renewal terms, including the month-to-month extensions up to 6 months. The maximum potential contract sum is \$2,306,647, which includes \$190,632 (10 percent of annual amount) for disposal and fuel cost adjustments plus 10 percent of the annual contract sum for unforeseen additional work within the scope of the contract in accordance with the contract for the maximum contract period of 54 months.

Funding for these services is included in the Road Fund (B03) Fiscal Year 2022-23 Budget (Services and Supplies). Funds to finance the contract's option years, disposal and fuel adjustments, and 10 percent additional funding for contingencies will be requested through the annual budget process.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The recommended contractor, CleanStreet, LLC, is located in Gardena, California. This contract will commence on November 1, 2022, or the Board's approval, whichever occurs last, for a period of 1 year. With the Board's delegated authority, Public Works may renew this contract for three 1-year renewal options and a month-to-month extension up to 6 months for a maximum potential total contract term of 54 months.

County Counsel has approved the recommended contract, which has been executed by CleanStreet, LLC (Enclosure A). The recommended contract was solicited on an open-competitive basis and is in accordance with applicable Federal, State, and County requirements.

A standard services contract has been used that contains terms and conditions in compliance with the Board's ordinances, policies, and programs. Enclosure B reflects the proposer's utilization participation and Community Business Enterprise program information. Data regarding the proposer's minority participation is on file with Public Works. The contractor was selected upon final analysis and consideration without regard to race, creed, sex, or color.

This work is being contracted in accordance with procedures authorized under County Charter, Section 44.7, Part 3, and Chapter 2.121 (Contracting with Private Business) of the Los Angeles County Code. The mandatory requirements for contracting set forth in the Los Angeles County Code, Section 2.121.380, have been met.

The contractor has agreed to pay its full-time employees the current Living Wage Rate approved by the Board on December 1, 2015, and to comply with the County's Living Wage reporting requirements. The County's Proposition A and Living Wage Ordinance provisions apply to this proposed contract, as County employees can perform these contracted services. The contract complies with all of the requirements of the County Code, Section 2.201. In addition, the Contractor understands and agrees that this Contract work involves public works as defined by Section 1720 of the California Labor Code. The contractor represents and warrants that the contract is in full compliance with the applicable provisions of the Labor Code relating to payment of prevailing wages for all prevailing wage work.

Using methodology approved by the Auditor-Controller, the Proposition A cost analysis indicates that the recommended contracted services can be performed more economically by the private sector.

ENVIRONMENTAL DOCUMENTATION

These 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(c) of the California Environmental Quality Act.

CONTRACTING PROCESS

A notice of the Request for Statements of Qualifications (RFSQ) was released on March 17, 2015; March 20, 2017; February 11, 2019; June 15, 2021; and February 10, 2022; and is currently open continuous. Six Statement of Qualifications (SOQ) were received on April 15, 2015, and one SOQ was received on March 11, 2019. The SOQs were first reviewed to ensure they met the mandatory requirements outlined in the RFSQ. All seven SOQs met these mandatory requirements. These seven SOQs were then evaluated by an evaluation committee consisting of Public Works staff utilizing the informed averaging methodology. The evaluation was based on criteria described in the RFSQ, including experience, work plan, financial resources, references, and demonstrated control over labor/payroll recordkeeping. Based on this evaluation, one of the seven SOQs did not receive a score of equal to or above the evaluation's minimum passing score and was ineligible to be placed on the Qualified Contractors List. The remaining six SOQs received a passing score and were placed on the Qualified Contractors List.

On February 24, 2022, Public Works e-mailed a notice of the Invitations for Bids to the six vendors on the Qualified Contractors List that resulted from the RFSQ for street sweeping services in the area of West Whittier. 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, Twitter, and advertisements were placed in the *Los Angeles Daily Journal*, *Los Angeles Sentinel*, and *La Opinión*. Also, Public Works informed 1,460 Local Small Business Enterprises; 180 Disabled Veteran Business Enterprises; 168 Social Enterprises; 1,013 Community Business Enterprises; and 60 independent contractors, various business development centers, and municipalities about this business opportunity.

On March 16, 2022, one bid was received. The bid was first reviewed to ensure it met the mandatory requirements outlined in the Invitation for Bids and was evaluated based on the price category. Based on the evaluation, it is recommended that this contract be awarded to the apparent responsive and responsible bidder, CleanStreet, LLC, located in Gardena, California. Public Works believes the contractor's price to be reasonable for the work requested.

Public Works has accessed available resources to review and assess the proposed contractor's past performance, history of Labor Law violations, and prior performance on County contracts.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The award of this contract will continue the services without disruption to the public and will not result in the displacement of any County employees as this service is presently contracted with the private sector.

CONCLUSION

Please return one adopted copy of this Board letter along with the Contractor Execute and Department Conform originals of the contract to the Public Works, Business Relations and Contracts Division.

Respectfully submitted,

MARK PESTRELLA, PE
Director of Public Works

MP:JQ:ad

Enclosures

c: Chief Executive Office (Chia-Ann Yen)
County Counsel
Executive Office
Internal Services Department, Contracts Division

ENCLOSURE

November 1, 2022

**SERVICES CONTRACT
TRANSPORTATION CORE SERVICE AREA
AWARD OF SERVICES CONTRACT FOR
STREET SWEEPING SERVICES FOR THE AREA OF WEST WHITTIER
(SUPERVISORIAL DISTRICT 4)
(3 VOTES)**

This Board letter has large enclosures.
Click on the link to access:

[11.01.22 - West Whittier - Large Enc](#)

BOARD LETTER/MEMO CLUSTER FACT SHEET

☒ Board Letter

☐ Board Memo

☐ Other

CLUSTER AGENDA REVIEW DATE	10/12/2022		
BOARD MEETING DATE	11/1/2022		
SUPERVISORIAL DISTRICT AFFECTED	<input type="checkbox"/> All <input type="checkbox"/> 1 st <input checked="" type="checkbox"/> 2 nd <input type="checkbox"/> 3 rd <input checked="" type="checkbox"/> 4 th <input type="checkbox"/> 5 th		
DEPARTMENT(S)	Public Works		
SUBJECT	Award of services contract for landscape maintenance services for the Dominguez Gap Spreading Grounds and Oxford Retention Basin		
PROGRAM			
AUTHORIZES DELEGATED AUTHORITY TO DEPT	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
SOLE SOURCE CONTRACT	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain why:		
DEADLINES/ TIME CONSTRAINTS	The award of this contract will continue the current services by the recommended contractor.		
COST & FUNDING	Total cost: \$3,416,292	Funding source: Internal Service Fund (B04) Fiscal Year 2022-23 Budget (Services and Supplies), which will be reimbursed by the Flood Control District Fund (B07).	
	TERMS (if applicable): This contract will be for a period of 1 year with three 1-year renewal options and a month-to-month extension up to 6 months for a maximum potential contract term of 54 months.		
	Explanation:		
PURPOSE OF REQUEST	Public Works is seeking Board approval to award a Proposition A services contract to United Pacific Services, Inc., to provide routine landscape and grounds maintenance services to maintain Dominguez Gap Spreading Grounds and Oxford Retention Basin and on occasion, other Flood Control District facilities in the vicinity.		
BACKGROUND (include internal/external issues that may exist including any related motions)	Approval of the recommended action will award a services contract to United Pacific Services, Inc., to provide routine landscape and grounds maintenance services to maintain Dominguez Gap Spreading Grounds and Oxford Retention Basin and on occasion, other Flood Control District facilities in the vicinity. The work to be performed will consist of trimming and care of trees, shrubbery and vines, weed and litter control, operation and management of irrigation systems, rodent control, and other landscape maintenance related work including providing monthly maintenance reports and on call work.		
EQUITY INDEX OR LENS WAS UTILIZED	<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 Districts. Public Works follows Federal contracting laws where applicable, State laws, Public Contract Code, and all Board contracting policies.		

	Dominguez Gap Spreading Grounds is located within disadvantaged communities and awarding this contract will ensure that these facilities are properly maintained.
SUPPORTS ONE OF THE NINE BOARD PRIORITIES	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please state which one(s) and explain how: These recommendations support Board Priority No. 7, Sustainability by maintaining the selected Flood Control District sites from overgrown trees, weed and litter control.
DEPARTMENTAL CONTACT	Name, Title, Phone # & Email: Keith Lilley, Deputy Director, (626) 458-4012, cell (626) 320-9841, klilley@pw.lacounty.gov



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:

November 1, 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
WATER RESOURCES CORE SERVICE AREA
AWARD OF SERVICES CONTRACT FOR
LANDSCAPE MAINTENANCE SERVICES FOR
THE DOMINGUEZ GAP SPREADING GROUNDS
AND OXFORD RETENTION BASIN
(SUPERVISORIAL DISTRICTS 2 AND 4)
(3 VOTES)**

SUBJECT

Public Works is seeking Board approval to award a services contract to United Pacific Services, Inc., for landscape maintenance services to maintain the Dominguez Gap Spreading Grounds and Oxford Retention Basin.

IT IS RECOMMENDED THAT THE BOARD:

1. Find that the contract work is categorically exempt from the provisions of the California Environmental Quality Act for the reasons stated in this Board letter and in the record of the project.
2. Find that these services can be more economically performed by an independent contractor than by County employees.
3. Award and direct the Chair of the Board of Supervisors to execute the contract with United Pacific Services, Inc., for landscape maintenance services for the Dominguez Gap Spreading Grounds and Oxford Retention

Basin. This contract will be for a period of 1 year with three 1-year renewal options and a month-to-month extension up to 6 months for a maximum potential contract term of 54 months and a maximum potential contract sum of \$3,416,292.

4. Delegate authority to the Director of Public Works or his designee to renew the contract for each additional renewal option and extension period if, in the opinion of the Director of Public Works or his designee, United Pacific Services, Inc., has successfully performed during the previous contract period, and the services are still required; to approve and execute amendments to incorporate necessary changes within the scope of work; and to suspend work if, it is in the best interest of the County to do so.
5. Delegate authority to the Director of Public Works or his designee to annually increase the contract amount up to an additional 10 percent of the annual contract sum, which is included in the maximum potential contract sum for unforeseen additional work within the scope of the contract if required.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of the recommended action will award a services contract to United Pacific Services, Inc., to provide routine landscape and grounds maintenance services to maintain Dominguez Gap Spreading Grounds and Oxford Retention Basin and on occasion, other Flood Control District facilities in the vicinity. The work to be performed will consist of trimming and care of trees, shrubbery and vines, weed and litter control, operation and management of irrigation systems, rodent control, and other landscape maintenance-related work including providing monthly maintenance reports and on-call work.

The award of this contract will continue the current services by the recommended contractor.

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 contractor that has the specialized expertise to provide these services accurately, efficiently, timely, and in a responsive manner.

FISCAL IMPACT/FINANCING

There will be no impact to the County General Fund.

These amounts are based on Public Works' estimated annual utilization of the contractor's service at the prices quoted by the contractor. The terms, and sums for each term, of the maximum contract period if all optional renewal periods are exercised is as follows:

The sum for the initial term is \$647,705

The sum for the first option term is \$673,205

The sum for the second option term is \$698,930

The sum for the third and final option term is \$723,920

The sum for the month-to-month option to extend up to 6 months is \$361,960

Any unused authorized amounts up to 25 percent from the previous contract terms will roll over into subsequent renewal terms. The maximum potential contract sum is \$3,416,292 for the maximum contract period of 54 months. The total maximum potential contract sum includes estimated disposal fee reimbursements, additional landscape enhancements and repairs, and 10 percent of the annual contract sum for unforeseen additional work within the scope of the contract.

Sufficient funding for these services is included in the Internal Service Fund (B04) Fiscal Year 2022-23 Budget (Services and Supplies), which will be reimbursed by the Flood Control District Fund (B07). Funds to finance the contract's renewal years and 10 percent additional funding for contingencies will be requested through the annual budget process.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The recommended contractor, United Pacific Services, Inc., is located in Fullerton, California. This contract will commence upon the Board's approval for a period of 1 year. With the Board's delegated authority, Public Works may renew the contract for three 1-year renewal options and a month-to-month extension up to 6 months for a maximum potential total contract term of 54 months.

County Counsel has approved the recommended contract, which has been executed by United Pacific Services, Inc. (Enclosure A). The recommended contract was solicited on an open-competitive basis and is in accordance with applicable Federal, State, and County requirements.

A standard services contract has been used that contains terms and conditions in compliance with the Board's ordinances, policies, and programs. Enclosure B reflects the proposers' utilization participation and Community Business Enterprise program information. Data regarding the proposers' minority participation is on file with Public Works. The contractor was selected upon final analysis and consideration without regard to race, creed, sex, or color.

This work is being contracted in accordance with procedures authorized under County Charter, Section 44.7, Part 3, and Chapter 2.121 (Contracting with Private Business) of the Los Angeles County Code. The mandatory requirements for contracting set forth in the Los Angeles County Code, Section 2.121.380, have been met.

The contractor has agreed to pay its full-time employees the current Living Wage Rate approved by the Board on December 1, 2015, and to comply with the County's Living Wage reporting requirements. The County's Proposition A and Living Wage Ordinance provisions apply to this proposed contract, as County employees can perform these contracted services. The contract complies with all of the requirements of the County Code, Section 2.201. In addition, the contractor understands and agrees that this contract work involves public works as defined by Section 1720 of the California Labor Code. The contractor represents and warrants that the contract is in full compliance with the applicable provisions of the Labor Code relating to payment of prevailing wages for all prevailing wage work.

Using methodology approved by the Auditor-Controller, the Proposition A cost analysis indicates that the recommended contracted services can be performed more economically by the private sector.

ENVIRONMENTAL DOCUMENTATION

These services are exempt from the provisions of the California Environmental Quality Act (CEQA). The contract services, to provide landscape maintenance services to maintain various sites in the Dominguez Gap Spreading Grounds and Oxford Retention Basin, are within the class of projects that have been determined not to have a significant effect on the environment, and which meets the criteria set forth in Section 15301 of the CEQA Guidelines and Class 1 of the County's Environmental Document Reporting Procedures and Guidelines, Appendix G.

In addition, based on the proposed project records, this contract work will comply with all applicable regulations; and there are no cumulative impacts, unusual circumstances, and damage to scenic highways, listing on the 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 historical resource that would make the exemption inapplicable.

CONTRACTING PROCESS

In 2014, 2016, 2019, and 2021 notices of the Request for Statement of Qualifications (RFSQ) were placed on the "Doing Business with the County" website (Enclosure C), "Do Business with Public Works" website, Twitter, and advertisements were placed in the *Los Angeles Daily Journal*, *Los Angeles Sentinel*, and *La Opinión*. Also, Public Works informed all registered Local Small Business Enterprises; Disabled Veteran Business Enterprises; Social Enterprises; Community Business Enterprises; and independent contractors, various business development centers, and municipalities about this business opportunity. The RFSQ is currently open continuous. The Statement of Qualifications (SOQ) were first reviewed to ensure they met the mandatory requirements outlined in the RFSQ and were then evaluated by an Evaluation Committee consisting of Public Works staff utilizing the informed averaging methodology for applicable criteria. The committee's evaluation was based on criteria described in the RFSQ, including experience, work plan, financial resources, performance history/references, and demonstrated controls over labor/payroll recordkeeping. Based on this evaluation from 2014 to present, nine statements received a passing score and were placed on the Qualified Contractors List.

On March 21, 2022, Public Works issued an Invitation for Bids soliciting bids from the nine responsive and responsible vendors on the Qualified Contractors List.

On April 18, 2022, two bids were received. The bids were evaluated based on the price category. Based on this evaluation, it is recommended that this contract be awarded to the highest rated, apparent responsive and responsible, and lowest cost contractor, United Pacific Services, Inc., located in Fullerton, California.

Public Works has accessed available resources to review and assess the proposed contractor's past performance, history of Labor Law violations, and prior performance on County contracts.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The award of this contract will continue the services without disruption to the public and will not result in the displacement of any County employees as these services are presently contracted with the private sector.

CONCLUSION

Please return one adopted copy of this Board letter along with the Contractor Execute and Department Conform originals of the contract to Public Works, Business Relations and Contracts Division.

Respectfully submitted,

MARK PESTRELLA, PE
Director of Public Works

MP:JQ:ta

Enclosures

c: Chief Executive Office (Chia-Ann Yen)
County Counsel
Executive Office
Internal Services Department, Contracts Division

ENCLOSURE

November 1, 2022

**SERVICES CONTRACT
WATER RESOURCES CORE SERVICE AREA
AWARD OF SERVICES CONTRACT FOR
LANDSCAPE MAINTENANCE SERVICES FOR
THE DOMINGUEZ GAP SPREADING GROUNDS
AND OXFORD RETENTION BASIN
(SUPERVISORIAL DISTRICTS 2 AND 4)
(3 VOTES)**

This Board letter has large enclosures.
Click on the link to access:

[11.01.22 - Landscape Dominguez Gap - Large Enc](#)

BOARD LETTER/MEMO CLUSTER FACT SHEET

☒ Board Letter

☐ Board Memo

☐ Other

CLUSTER AGENDA REVIEW DATE	10/12/2022		
BOARD MEETING DATE	11/1/2022		
SUPERVISORIAL DISTRICT AFFECTED	<input type="checkbox"/> All <input type="checkbox"/> 1 st <input type="checkbox"/> 2 nd <input type="checkbox"/> 3 rd <input type="checkbox"/> 4 th <input checked="" type="checkbox"/> 5 th		
DEPARTMENT(S)	Public Works		
SUBJECT	Approve the project, which is comprised of approval of the final map for Tract 51644-12 (Tesoro Highlands) and execution of the quitclaim of easements for installation and/or maintenance purposes, including ingress and egress purposes, from the Landscaping and Lighting Act District No. 4, Zone No. 74, Tesoro del Valle and the County of Los Angeles, to the underlying fee property owner, BLC Tesoro LLC.		
PROGRAM	N/A		
AUTHORIZES DELEGATED AUTHORITY TO DEPT	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
SOLE SOURCE CONTRACT	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain why:		
DEADLINES/ TIME CONSTRAINTS	None		
COST & FUNDING	Total cost: \$0	Funding source: N/A	
	TERMS (if applicable): N/A		
	Explanation: N/A		
PURPOSE OF REQUEST	Public Works is seeking Board approval to quitclaim easements for installation and/or maintenance purposes, including ingress and egress purposes, in portions of Parcel 43; portions of Parcel 19; and portions of Parcel 5; approval of the final map for Tract 51644-12 (Tesoro Highlands) in the County unincorporated community of Castaic; and acceptance of grants and dedications as indicated on the final map.		
BACKGROUND (include internal/external issues that may exist including any related motions)	<p>In 2007, easements for installation and/or maintenance purposes, including ingress and egress purposes, were dedicated to the LLAD No. 4 and the County of Los Angeles as part of the land rights needed for Tract 51644-04 and Tracts 51644-06 through 51644-10, inclusive. On April 30, 2014, LLAD No. 4 was detached, and the easements are no longer required by LLAD No. 4 or the County of Los Angeles.</p> <p>BLC Tesoro LLC, the underlying fee property owner, requested the Quitclaim of Easements to clear title on their property and to comply with the conditions of approval of Tract 51644-1, which require that all easements within areas to be dedicated to the County of Los Angeles for public right of way to be quitclaimed or made subordinate to the easements to be dedicated to the County of Los Angeles.</p> <p>The Department of Regional Planning's Hearing Officer approved the Second Amendment to a Revised Vesting Tentative Tract Map for this subdivision on June 15, 2021. The subdivider has complied with all requirements imposed as a condition of the approval of the Revised Vesting Tentative Tract Map, and the final map is in substantial conformance with the approved Revised Vesting Tentative Tract Map.</p>		

	<p>Pursuant to the State Subdivision Map Act, a local agency must approve a final map if the subdivider has complied with all applicable requirements of State and local law and the legislative body finds that the final map is in substantial conformance with the approved tentative map.</p> <p>The proposed final map consists of 70.1 acres and will create 86 single-family residential lots, 26 open-space lots, 5 debris basin lots, 3 water-quality basin lots, 2 water tank lots, 2 linear park lots, 1 private park lot, and 1 private and future street lot.</p> <p>The grants and dedications, as indicated on the final map, are necessary for construction and maintenance of public infrastructure required by the County for this development.</p>
EQUITY INDEX OR LENS WAS UTILIZED	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain how:
SUPPORTS ONE OF THE NINE BOARD PRIORITIES	<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 deliver a more livable and economically stronger community, focusing on transportation and homelessness needs.
DEPARTMENTAL CONTACTS	Name, Title, Phone # & Email: Rossana D'Antonio, Deputy Director, (626) 458-4004, cell phone (626) 476-4234, rdanton@pw.lacounty.gov .



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

November 1, 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, CA 90012

DRAFT

Dear Supervisors:

**DEVELOPMENT SERVICES CORE SERVICE AREA
QUITCLAIM OF EASEMENT FROM THE LANDSCAPING AND LIGHTING ACT
DISTRICT, DISTRICT NO. 4, ZONE NO. 74, TESORO DEL VALLE
TO BLC TESORO LLC; APPROVAL OF THE FINAL MAP FOR TRACT 51644-12;
AND ACCEPTANCE OF GRANTS AND DEDICATIONS IN CONNECTION
THEREWITH IN THE UNINCORPORATED CASTAIC AREA OF
THE COUNTY OF LOS ANGELES
(SUPERVISORIAL DISTRICT 5)
(3 VOTES)**

SUBJECT

Public Works is seeking Board approval to quitclaim easements for installation and/or maintenance purposes including ingress and egress purposes in portions of Parcel 43; portions of Parcel 19; and portions of Parcel 5 (including all of Tesoro del Valle Drive related to Landscaping and Lighting Act District No. 4, Zone No. 74; Tesoro del Valle from the Landscaping and Lighting Act District No. 4, Zone No. 74; Tesoro del Valle and the County of Los Angeles) to the underlying fee property owner, BLC Tesoro LLC. Public Works is also seeking Board approval of the final map for Tract 51644-12 (Tesoro Highlands) in the County unincorporated community of Castaic/Valencia and acceptance of grants and dedications as indicated on the final map.

IT IS RECOMMENDED THAT THE BOARD:

1. Find that the proposed actions are not a project under the California Environmental Quality Act or, in the alternative, that the actions are exempt for the reasons stated in this Board letter and the record.
2. Find that the easements for installation and/or maintenance purposes, including ingress and egress purposes, in portions of Parcel 43, portions of Parcel 19, and portions of Parcel 5 (including all of Tesoro del Valle Drive related to Landscaping

DRAFT

and Lighting Act District No. 4, Zone No. 74; Tesoro del Valle in the unincorporated Castaic/Valencia area of the County of Los Angeles) are no longer required for the purposes of the Landscaping and Lighting Act District No. 4, Zone No. 74, Tesoro del Valle, and the County of Los Angeles.

3. Approve the project, which is comprised of approval of the final map for Tract 51644-12 (Tesoro Highlands) and the quitclaim of easements for installation and/or maintenance purposes, including ingress and egress purposes, from the Landscaping and Lighting Act District No. 4, Zone No. 74, Tesoro del Valle and the County of Los Angeles, to the underlying fee property owner, BLC Tesoro LLC.
4. Instruct the Chair of the Board of Supervisors to execute the Quitclaim of Easement document and authorize delivery to BLC Tesoro LLC.
5. Find that the proposed subdivision complies with the applicable requirements and conditions imposed pursuant to the State Subdivision Map Act (Government Code Section 66410, et seq.) and the County of Los Angeles Subdivision Ordinance (Title 21) and is in substantial conformance with the Revised Vesting Tentative Tract Map 51644-1 previously approved by the Regional Planning Commission on November 7, 2018.
6. Find that the division and development of the property, in the manner set forth on the approved tentative map for this subdivision, will not unreasonably interfere with the free and complete exercise of any rights of way or easements owned by any public entity and/or public utility in accordance with Government Code Section 66436(a)(3)(a)(i) of the State Subdivision Map Act.
7. Approve the final map for Tract 51644-12 (Tesoro Highlands).
8. Accept grants and dedications as indicated on the final map for Tract 51644-12 (Tesoro Highlands).

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTIONS

Approval of the recommended actions will find that they are not subject to the California Environmental Quality Act and allow the Landscaping and Lighting Act District No. 4, Zone No. 74, Tesoro del Valle (LLAD No. 4) and the County of Los Angeles to quitclaim its easements that are no longer needed for installation and/or maintenance purposes, including ingress and egress purposes, in portions of Parcel 43; portions of Parcel 19; and portions of Parcel 5 (including all of Tesoro del Valle Drive located in the

DRAFT

unincorporated Castaic/Valencia area of the County of Los Angeles), as shown on the enclosed map (Enclosure A), to the underlying fee property owner, BLC Tesoro LLC. The recommended actions will also allow the approval of the final map for Tract 51644-12 (Tesoro Highlands) (Enclosure B).

In 2007, easements for installation and/or maintenance purposes, including ingress and egress purposes, were dedicated to the LLAD No. 4 and the County of Los Angeles as part of the land rights needed for Tract 51644-04 and Tracts 51644-06 through 51644-10, inclusive. On April 30, 2014, LLAD No. 4 was detached, and the easements are no longer required by LLAD No. 4 or the County of Los Angeles.

BLC Tesoro LLC, the underlying fee property owner, requested the Quitclaim of Easements to clear title on their property and to comply with the conditions of approval of Tract 51644-1, which require that all easements within areas to be dedicated to the County of Los Angeles for public right of way to be quitclaimed or made subordinate to the easements to be dedicated to the County of Los Angeles.

The proposed final map consists of 70.1 acres and will create 86 single-family residential lots, 26 open-space lots, 5 debris basin lots, 3 water-quality basin lots, 2 water tank lots, 2 linear park lots, 1 private park lot, and 1 private and future street lot.

The Department of Regional Planning's Hearing Officer approved the Second Amendment to a Revised Vesting Tentative Tract Map for this subdivision on June 15, 2021. The subdivider has complied with all requirements imposed as a condition of the approval of the Revised Vesting Tentative Tract Map, and the final map is in substantial conformance with the approved Revised Vesting Tentative Tract Map.

Pursuant to the State Subdivision Map Act, a local agency must approve a final map if the subdivider has complied with all applicable requirements of State and local law and the legislative body finds that the final map is in substantial conformance with the approved tentative map.

The grants and dedications, as indicated on the final map, are necessary for construction and maintenance of public infrastructure required by the County for this development.

IMPLEMENTATION OF STRATEGIC PLAN GOALS

These recommendations support the County Strategic Plan: Strategy III.3, Pursue Operational Effectiveness, Fiscal Responsibility, and Accountability. The recommended action allows the County to record the final map, which will maximize property tax revenue.

FISCAL IMPACT/FINANCING

There will be no adverse impact to the County General Fund.

DRAFT

The easement, which has been determined to be without market value, is being quitclaimed to the property owner at no cost. Eliminating its interest in the easements will benefit the County of Los Angeles by reducing any potential liability associated with such property interest.

The 86 single-family residential lots created by the recordation of this final map will generate additional property tax revenue that is shared by all taxing entities.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The proposed quitclaim is authorized by California Government Code Section 25526.5, which provides that "whenever the board of supervisors determines that any real property or interest therein belonging to the county is no longer necessary for county or other public purposes...the county may sell, exchange, quitclaim, or convey that real property or interest therein in the manner and upon the terms and conditions approved by the board..."

The enclosed Quitclaim of Easement document (Enclosure C) has been approved by County Counsel as to form and it will be recorded.

The approval of the final map is subject to provisions of the State Subdivision Map Act [Government Code Sections 66410, et seq.; 66458(a); 66473; 66474.1; 66436(a)(3)(A)(i); and 66427.1(A)], which state that a legislative body shall not deny approval of a final map if it has previously approved a tentative map for the proposed subdivision and finds that the final map is in substantial conformance with the previously approved tentative map.

The final map has been reviewed by Public Works for mathematical accuracy, survey analysis, title information, and for compliance with local ordinances and the State Subdivision Map Act. Public Works' review indicates that the subdivision is substantially the same as it appears on the approved tentative map, that all State and local provisions and legal requirements have been met on this final map, and that the final map is technically correct.

All agreements and improvement securities, which were required as a condition of the approval of the final map, have been accepted on behalf of the County by the appropriate official.

ENVIRONMENTAL DOCUMENTATION

The recommended actions are either not subject to the California Environmental Quality Act (CEQA) because they are activities excluded from the definition of a project by Section 21065 of the Public Resources Code and Section 15378, subdivision (b), of the State CEQA Guidelines or, in the alternative, are exempt pursuant to CEQA. The project includes the approval of a final subdivision map, which is ministerial pursuant to Section 15268 of the Guidelines and Section 21080, subdivision (b)(1), of the California Public Resources Code. The project also includes the approval and execution

DRAFT

of the proposed Quitclaim of Easement. The proposed Quitclaim of Easement is exempt from CEQA. The quitclaim of the subject property interests 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 15312 of the CEQA Guidelines and Class 12 of the County's Environmental Document Reporting Procedures and Guidelines, Appendix G. The subject property does not have significant values for wildlife habitat or other environmental purposes and is incapable of independent development or use. In addition, based on the proposed project records, it will comply with all applicable regulations; it is not in a sensitive environment; there are no cumulative impacts, unusual circumstances, damage to scenic highways, or 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 historical resource that would make the exemption inapplicable.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

There will be no negative impact on current County services or projects as a result of approving the final map for Tract 51644-12.

CONCLUSION

Please return one adopted copy of this letter to Public Works, Land Development Division, and one adopted copy of this letter and the executed original Quitclaim of Easement document to Public Works, Survey/Mapping & Property Management Division.

Respectfully submitted,

MARK PESTRELLA, PE
Director of Public Works

MP:AVV:tb

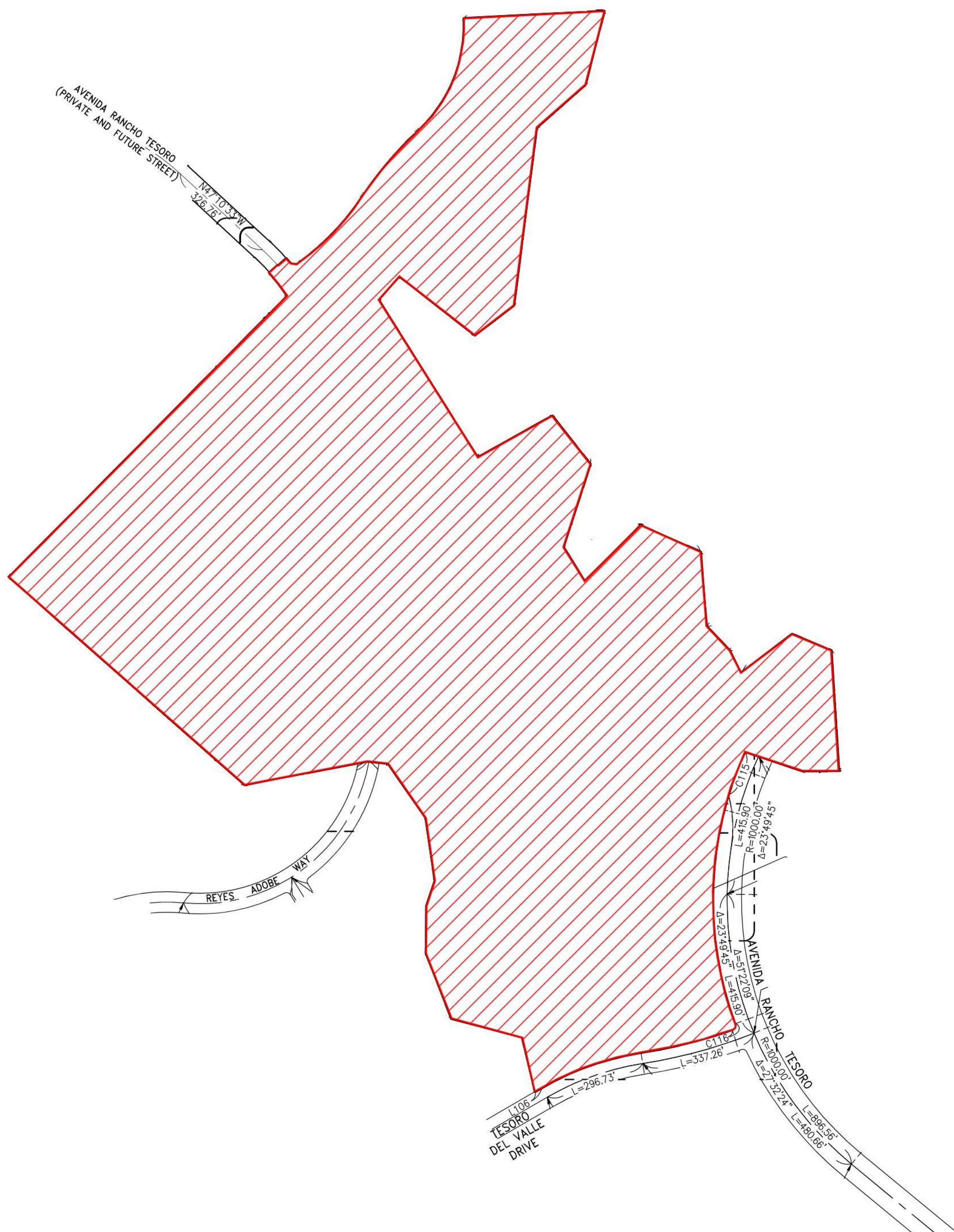
Enclosures

c: Auditor-Controller (Accounting Division—Asset Management)
Chief Executive Office (Chia-Ann Yen)
County Counsel
Department of Regional Planning
Executive Office

7-

IN THE UNINCORPORATED TERRITORY OF THE
COUNTY OF LOS ANGELES, STATE OF CALIFORNIA

SHEET 3 OF 23 SHEETS



ORIGINAL

RECORDING REQUESTED BY
AND MAIL TO:

BLC Tesoro LLC
c/o Newport Pacific Land
100 Bayview Circle, Suite 240
Newport Beach, CA 92660
Attention: Michael Schlesinger

Space above this line reserved for Recorder's use

Documentary Transfer Tax is \$ 0
() computed on full value of property conveyed, or
() computed on full value less value of liens and
encumbrances remaining at time of sale

COUNTY OF LOS ANGELES

By _____

"This is a conveyance of an easement and the consideration and
value is less than \$100, R & T 11911"

Assessor's Identification Numbers:
3244-159-034 (Portions)
3244-159-046 (Portion)
3244-160-017 (Portions)
3244-160-018 (Portion)

QUITCLAIM OF EASEMENTS

For a valuable consideration, receipt of which is hereby acknowledged, the LANDSCAPING AND LIGHTING ACT DISTRICT NO. 4, ZONE NO. 74 TESORO DEL VALLE AND THE COUNTY OF LOS ANGELES, a body corporate and politic, do hereby remise, release, and forever quitclaim to BLC TESORO LLC, a Delaware limited liability company, all its right, title, and interest in and to the following easements, insofar and only insofar as they exist on the real properties in the unincorporated territory of the County of Los Angeles, State of California, described in Exhibit A and shown on and delineated on Exhibit B, both of which are attached hereto and by this reference made a part hereof.

An easement for installation and/or maintenance purposes, including the right to ingress and egress over those areas which have landscaping and/or drains, acquired by Grant of Easement document, recorded on December 17, 2007, as Document No. 20072765861, of Official Records, in the office of the Registrar-Recorder/County Clerk of the County of Los Angeles, described as Parcel A in said Exhibit A and shown on and delineated on said Exhibit B.

Easements for installation and/or maintenance purposes, including the right to ingress and egress over those areas which have landscaping and/or drains, acquired by Grant of Easement document, recorded on December 17, 2007, as Document No. 20072765862, of Official Records, in the office of the Registrar-Recorder/County Clerk of the County of Los Angeles, described as Parcel B in said Exhibit A and shown on and delineated on said Exhibit B.

A portion of the easement for installation and/or maintenance purposes, including the right to ingress and egress over those areas which have landscaping and/or drains, acquired by Grant of Easement document, recorded on December 17, 2007, as Document No. 20072765863, of Official Records, in the office of the Registrar-Recorder/County Clerk of the County of Los Angeles, described as Parcel C in said Exhibit A and shown on and delineated on said Exhibit B.

Tract No. 51644-12 (Tesoro Highlands)
Parcels A, B, and C
S.D. 5 LQ20000297
Project ID No. MPR0001087

Dated _____

COUNTY OF LOS ANGELES,
a body corporate and politic

By _____
Chair, Board of Supervisors of the
County of Los Angeles

(COUNTY-SEAL)

ATTEST:

CELIA ZAVALA, Executive Officer
of the Board of Supervisor
of the County of Los Angeles

Deputy

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
) ss.
COUNTY OF LOS ANGELES)

On January 6, 1987, the Board of Supervisors for the County of Los Angeles and ex officio the governing body of all other special assessment and taxing districts, agencies, and authorities for which said Board so acts adopted a resolution pursuant to Section 25103 of the Government Code that authorized the use of facsimile signatures of the Chair of the Board on all papers, documents, or instruments requiring the Chair's signature.

The undersigned hereby certifies that on this ____ day of _____, 20____, the facsimile signature of _____, Chair of the Board of Supervisors of the COUNTY OF LOS ANGELES, was affixed hereto as the official execution of this document. The undersigned further certifies that on this date a copy of the document was delivered to the Chair of the Board of Supervisors of the COUNTY OF LOS ANGELES.

In witness whereof, I have also hereunto set my hand and affixed my official seal the day and year above written.

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

(COUNTY-SEAL)

By _____
Deputy

APPROVED AS TO FORM:

DAWYN R. HARRISON
Acting County Counsel

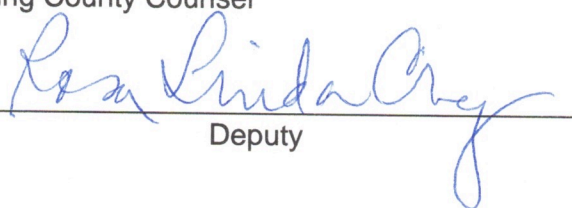
By 
Deputy

EXHIBIT A
LANDSCAPING AND LIGHTING ACT DISTRICT NO. 4, ZONE NO. 74
TESORO DEL VALLE AND THE COUNTY OF LOS ANGELES
QUITCLAIM OF EASEMENT
LEGAL DESCRIPTION

PARCEL A

ALL OF THE LAND DESCRIBED IN THE GRANT OF EASEMENT, IN THE UNINCORPORATED TERRITORY OF THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, RECORDED DECEMBER 17, 2007, AS INSTRUMENT NO. 20072765861 OF OFFICIAL RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL B

ALL OF PART 1 AND PART 2 IN THE GRANT OF EASEMENT, IN THE UNINCORPORATED TERRITORY OF THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, RECORDED DECEMBER 17, 2007, AS INSTRUMENT NO. 20072765862 OF OFFICIAL RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.


PARCEL C

THAT PORTION OF LAND DESCRIBED IN THE GRANT OF EASEMENT, IN THE UNINCORPORATED TERRITORY OF THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, RECORDED DECEMBER 17, 2007, AS INSTRUMENT NO. 20072765863 OF OFFICIAL RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, LYING WITHIN PARCEL 5 OF PARCEL MAP NO. 26320, AS FILED IN BOOK 310, PAGES 1 THROUGH 51, OF PARCEL MAPS, RECORDS OF SAID COUNTY.

EXCEPTING THEREFROM THAT PORTION LYING SOUTHEASTERLY OF THE NORTHWESTERLY LINES OF LOT 1 AND LOT 2 OF THE MAP OF TRACT NO. 51644-01, AS FILED IN BOOK 1271, PAGES 8 THROUGH 21, OF MAPS, RECORDS OF SAID COUNTY.

AS SHOWN ON EXHIBIT B, ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

THIS DESCRIPTION WAS PREPARED BY ME, OR UNDER MY DIRECTION, IN CONFORMANCE WITH THE PROFESSIONAL LAND SURVEYORS' ACT.


J. MARTY SMITH, PLS 8070
DATE PREPARED: 11/16/2021

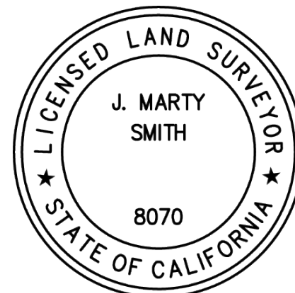
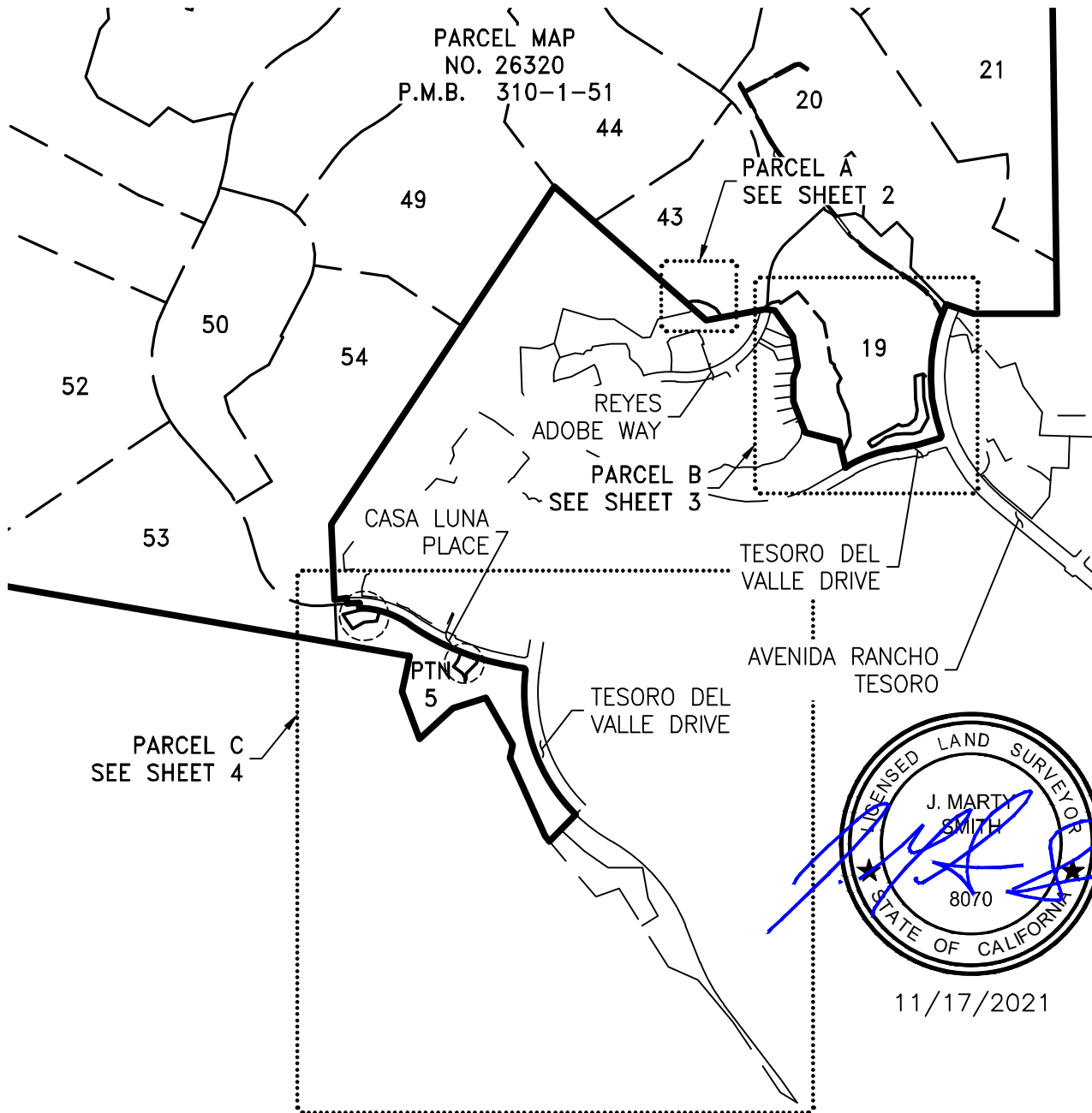
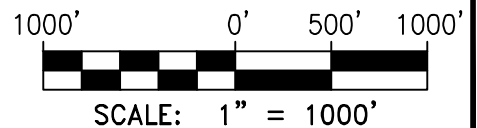


EXHIBIT B



LINE LEGEND:

- SUBJECT PROPERTY LINES
- CENTERLINES
- EASEMENT LINES
- ADJACENT PROPERTY LINES



16795 Von Karman, Suite 100
Irvine, California 92606
tel 949.474.1960 • fax 949.474.5315
www.fuscoengineering.com

EXHIBIT B

PLAT TO ACCOMPANY LEGAL DESCRIPTION
of: AVENIDA RANCHO TESORO
LLAD QUITCLAIM OF EASEMENT

DATE: 11/17/2021
FN: 1771-001LLAD Quitclaim_exB
DRAWN BY: TBS
CHECKED BY: JMS
SHEET 1 OF 4

EXHIBIT B




PARCEL 43
PARCEL MAP NO. 26320
P.M.B. 310-1-51

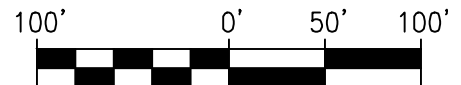
PARCEL A

LLAD EASEMENT,
REC. 12/17/2007,
INST 20072765861 OR

REYES ADOBE WAY

LINE LEGEND:

-  SUBJECT PROPERTY LINES
-  EASEMENT LINES
-  ADJACENT PROPERTY LINES



SCALE: 1" = 100'



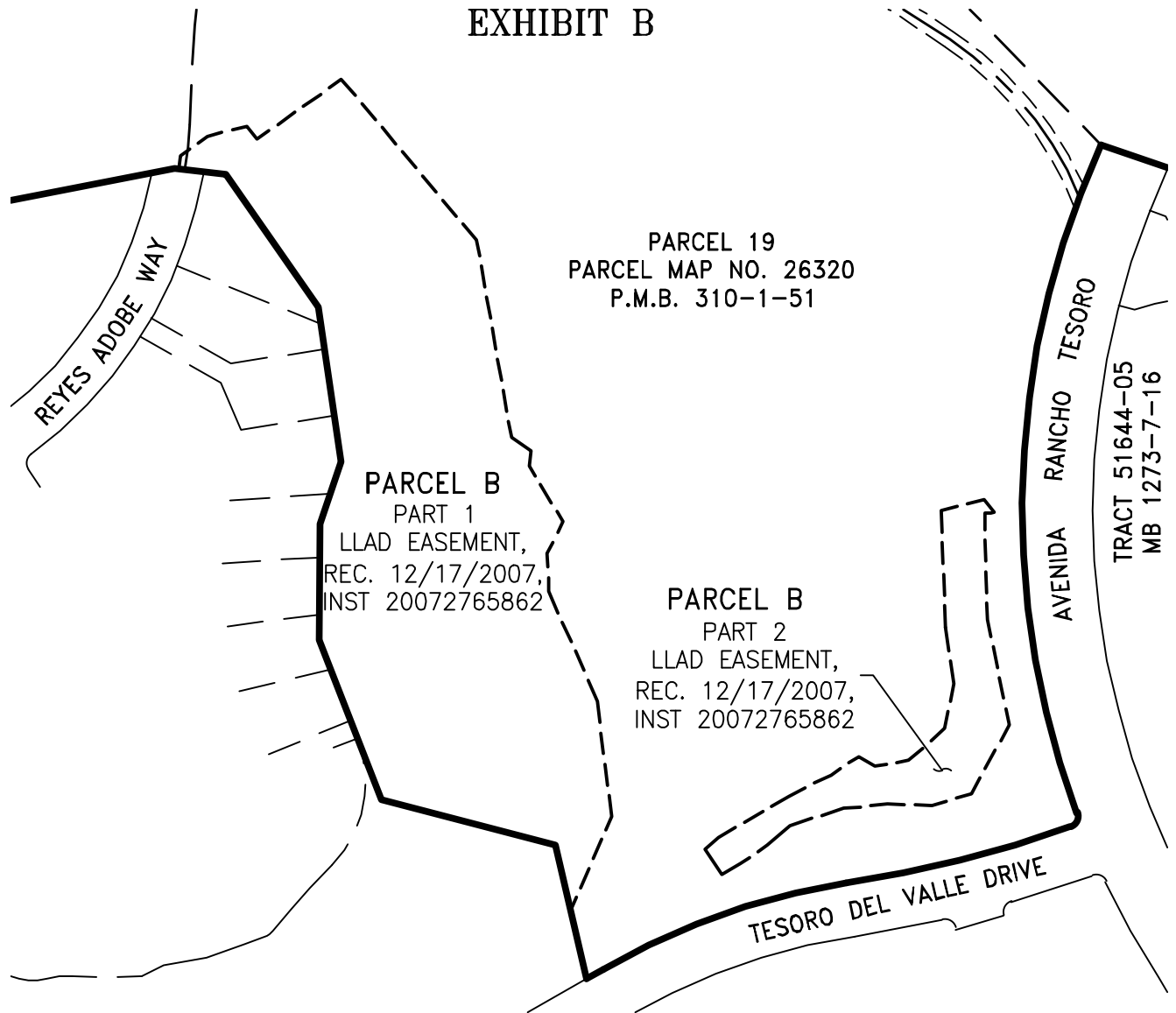
16795 Von Karman, Suite 100
Irvine, California 92606
tel 949.474.1960 • fax 949.474.5315
www.fuscoengineering.com

EXHIBIT B

PLAT TO ACCOMPANY LEGAL DESCRIPTION
of: AVENIDA RANCHO TESORO
LLAD QUITCLAIM OF EASEMENT

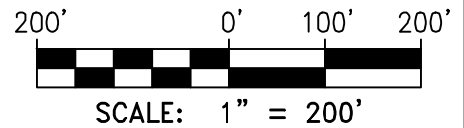
DATE: 11/17/2021
FN: 1771-001LLAD Quitclaim_exB
DRAWN BY: TBS
CHECKED BY: JMS
SHEET 2 OF 4

EXHIBIT B



LINE LEGEND:

- SUBJECT PROPERTY LINES
- CENTERLINES
- EASEMENT LINES
- ADJACENT PROPERTY LINES



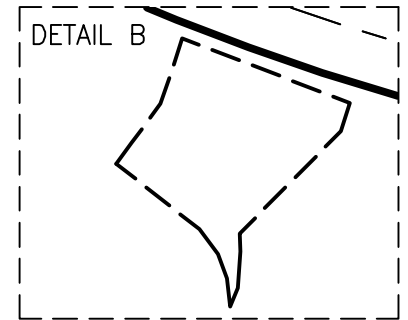
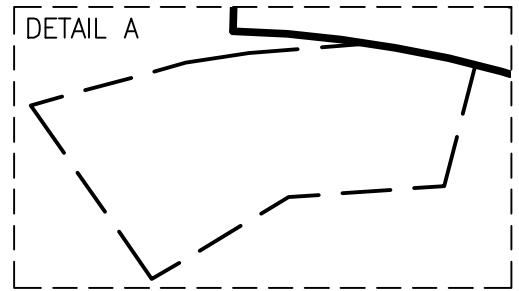
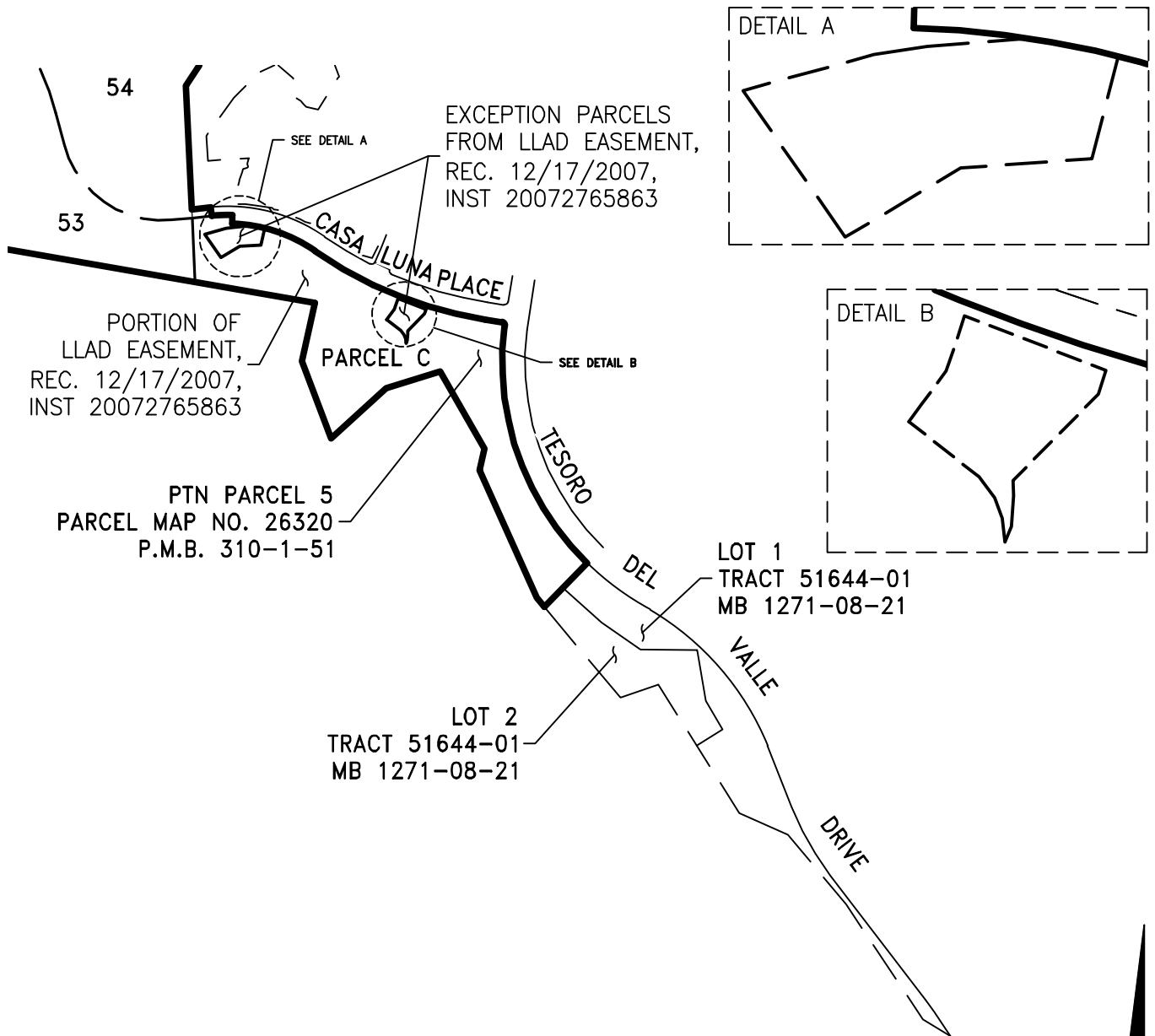
16795 Von Karman, Suite 100
Irvine, California 92606
tel 949.474.1960 • fax 949.474.5315
www.fuscoee.com

EXHIBIT B

PLAT TO ACCOMPANY LEGAL DESCRIPTION
of: AVENIDA RANCHO TESORO
LLAD QUITCLAIM OF EASEMENT

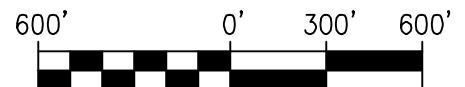
DATE: 11/17/2021
FN: 1771-001LLAD Quitclaim_exB
DRAWN BY: TBS
CHECKED BY: JMS
SHEET 3 OF 4

EXHIBIT B



LINE LEGEND:

- SUBJECT PROPERTY LINES
- EASEMENT LINES
- ADJACENT PROPERTY LINES



SCALE: 1" = 600'



16795 Von Karman, Suite 100
Irvine, California 92606
tel 949.474.1960 • fax 949.474.5315
www.fuscoengineering.com

EXHIBIT B

PLAT TO ACCOMPANY LEGAL DESCRIPTION
of: AVENIDA RANCHO TESORO
LLAD QUITCLAIM OF EASEMENT

DATE: 11/17/2021
FN: 1771-001LLAD Quitclaim_exB
DRAWN BY: TBS
CHECKED BY: JMS

SHEET 4 OF 4